
Quarterly Board of Regents Meeting

February 19-20, 2015

Austin, Texas



Texas State University System
Board of Regents Meeting - February 2015
Thursday, February 19, 2015 - 12:30 PM
Austin, Texas

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

**Austin, Texas
February 19-20, 2015**

Doubletree Suites
303 W 15th Street
Austin, Texas 78701
512-478-7000

Hospitality Room: Austin Room, Second Floor
Wednesday: 4:00 p.m. – 6:00 p.m. and 8:00 p.m. – 11:00 p.m.
Thursday: 4:00 p.m. – 6:00 p.m. and 8:00 p.m. – 11:00 p.m.

Thursday – February 19, 2015

- 9:30 a.m. Chief Finance Officers (Staff Only)
Travis Room
- 10:00 a.m. Presidents' Meeting (Presidents and Chancellor Only)
Lone Star Room
- 11:30 a.m. Lunch – *Houston Room*
- 12:30 p.m. BOARD OF REGENTS MEETING –Bluebonnet Room**
- 12:30 p.m. Convene in Open Session/Recess into Executive Session
- Personnel, Legal and Real Estate Matters
 - Presidential Reviews: Dr. William Kibler, SRSU
Dr. Dana Hoyt, SHSU
- 12:30 p.m. Breakout Meetings
Academic Affairs (Staff Only) – *Lone Star Room*
Chief Finance Officers (Staff Only) – *Travis Room*
Chief Student Affairs Officers (Staff Only) – *Austin Room*

Reconvene in Open Session – Bluebonnet Room

1. Welcome/Remarks by Chairman
 2. Approval of Previous Meeting Minutes
 3. Reports & Motions
 - Academic Affairs
 - Finance and Audit
 - Planning and Construction
 - Information Resources
 - Governmental Relations
 - Contracts
 - Miscellaneous
 - Personnel
- 5:30 p.m. Meet in hotel lobby to depart for reception/dinner
(transportation provided)

6:00 p.m. Reception/Dinner (business attire)
LBJ Presidential Library and Museum
2313 Red River, Austin, TX 78705

Friday – February 20, 2015

9:00 a.m. Student Advisory Board Breakfast (For Regents, Chancellor, and Presidents)
Houston Room I

9:00 a.m. Breakfast for Remaining Attendees
Houston Room II

10:00 a.m. BOARD OF REGENTS MEETING – *Bluebonnet Room*

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

Reconvene in Open Session – *Bluebonnet Room*

1. Welcome/Remarks by Chairman
2. Student Advisory Board Report
3. Regents' Staff Award
4. Foundation Update
5. Reports & Motions
 - General Motions/Consent Agenda
6. Public Comments
7. Adjourn

**Texas State University System
General Motions**

Action Items

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

Informational Item

3. TSUS: Calendar of Upcoming Board Meetings

TSUS: Approval of Minutes

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

The minutes of the quarterly Board of Regents meeting held on November 6-7,
2014 and the minutes of the special called Board of Regents held on November
21, 2014 be approved.

TSUS: Approval of Consent Agenda

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

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

Background

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

TSUS: Calendar of Upcoming Board Meetings

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

**Texas State University System
Academic Affairs**

*Jaime Garza, Chair
Rossanna Salazar
Donna Williams*

Action Items

1. LU: Waiver Program for Nonresident Persons
2. LU: New Master's Degree – Digital Learning and Leading
3. LU: Offer Existing MBA Degree Online
4. SHSU: Department Name Change — Department of Counseling
5. SHSU: Distance Education — Bachelor of Arts in Sociology, B.A. and Bachelor of Science in Sociology, B.S.
6. TXST: Add a Doctor of Nursing Practice
7. TXST: Add a Master of Health Information Management
8. LIT: Degree Programs
9. LSCPA: Certificate Program
10. TSUS: Twelfth Class Day Report (Fall 2014 Certified)

Informational Item

11. TSUS: INFORMATIONAL ITEM: Twelfth Class Day Reports Spring 2015 Preliminary

Consent Items

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

LU: Waiver Program for Nonresident Persons

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

Lamar University be authorized to charge a lowered nonresident tuition rate of \$30 per semester credit hour above the current resident tuition rate for students enrolling from bordering states. The Board of Regents finds the reduced rate to be in the best interest of the institution and that it causes no unreasonable harm to any other Texas university. This action will be effective for the 2016 and 2017 academic years upon expiration of the current waiver approved two years ago by the Commissioner of Higher Education.

Explanation

In July 2007 the Texas Higher Education Coordinating Board adopted amendments to Board Rule Section 21.735 (5) regarding programs for reduced tuition for individuals from bordering states and Mexico. The previous requirement that the institution have a space surplus in order to award the in-state tuition waiver to new students no longer applies. The amendments allowed institutions located within 100 miles of the Texas border to request authority to award an in-state tuition waiver as early as fall 2007. The request from the institution must note that the governing board of the institution (1) approves the tuition rate as being in the best interest of the institution and (2) finds that such a rate will not cause unreasonable harm to any other institution. This program does not require reciprocity, and the nonresident tuition reduction requested must be approved by the Commissioner of Higher Education at least every two years. Lamar University has obtained this permission every two years since 2007.

Based upon recent experience, Lamar University campus dormitories have capacity to absorb the normal influx of students taking advantage of the waiver. Some online students also will enroll. It is in the best interest of Lamar University to attract students from bordering states in general, and Louisiana in particular, to help continue its enrollment growth. Such action will not cause unreasonable harm to any other Texas university.

LU: New Master's Degree – Digital Learning and Leading

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

Lamar University be authorized to offer a fully online, project-based, 36-hour M. Ed. in Digital Learning and Leading within the Department of Educational Leadership in the College of Education and Human Development, effective Summer 2015.

Explanation

Technology has profoundly changed the world in which we live. That change has impacted education dramatically in the ways in which our students use digital educational resources to acquire and apply knowledge. Despite the availability of these digital resources, educators continue to struggle to implement them effectively. Therefore, in order to help educators acquire the skills that they need in a digital learning environment, the faculty of the College of Education and Human Development believe that educational institutions must close the gaps that exist among formal education, professional development, and professional practice in the integration of digital resources in the classroom.

The proposed M. Ed. in Digital Learning and Leading will develop educational practitioners to teach and lead digital learning programs, integrate digital instructional resources, and design, develop, and research digital learning environments. While it is anticipated that the majority of the students will be full-time PK-12 educators, other educators from higher education and industry are likely to enroll in the degree program.

Indeed, this master's degree in Digital Learning and Leading is designed in such a way that students from different educational environments (e.g., higher education, corporate training) are able to customize the program to address their unique needs while participating in a core leadership program that emphasizes educational improvement through using advanced pedagogy and principles of educational change management. Currently, there is neither a Texas state certification nor internship/practicum associated with this degree. Courses will follow the standard Lamar University online schedule, are five-weeks in length, and will have three start dates of Fall 1, Spring 1, and Summer 1 until enrollment justifies additional starts.

This new degree program has been approved by the College of Education & Human Development Curriculum Council, the Dean of the College of Education & Human Development, the University Distance Education Council, the Executive Director of Distance Learning, the University Graduate Council, the Dean of the College of Graduate Studies, and the Provost.

Objectives

The students will be able to:

1. develop appropriate strategies to lead organizational change
2. understand the leadership qualities necessary for supporting disruptive innovation
3. research and assess the role a growth mindset has on creating effective learning environments
4. identify, investigate and understand contemporary issues relevant to local and global contexts.

5. distinguish learner-centered instructional methods from teacher centered methods and identify technologies that support each method type
6. understand digital citizenship as it relates to their professional practice
7. compare and contrast inquiry-based theories and methods as they relate to digital teaching and learning
8. construct learning objectives, assessment items, and learning activities based on expected outcomes for online learners.

To support this new degree program, Lamar University has requested the addition of the following new courses for the new M.Ed. in Digital Learning and Leading.

EDLD 5302	Concepts of Educational Technology
EDLD 5303	Applying Educational Technology Portfolio
EDLD 5304	Leading Organizational Change
EDLD 5305	Disruptive Innovation in Education
EDLD 5313	Creating Significant Learning Environments
EDLD 5314	Digital Learning in Local and Global Contexts
EDLD 5315	Assessing Digital Learning and Instruction
EDLD 5316	Digital Citizenship
EDLD 5317	Resources for Digital Environments
EDLD 5318	Instructional Design in Online Learning
EDLD 5320	Synthesis of Digital Learning and Leadership/Capstone
EDLD 5388	Special Topics-Technology

LU: Offer Existing MBA Degree Online

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

The College of Business be authorized to offer the existing Master of Business Administration (MBA) degree via distance learning (i.e. online). This will be effective Fall 2015, following notification to the Texas Higher Education Coordinating Board and the Commission on Colleges of the Southern Association of Colleges and Schools.

Explanation

The College of Business proposes to expand its market by offering the MBA online, a new delivery system for the existing program. The on-campus program will be continued. Because the College of Business launched an online BBA in fall 2012, COB faculty have experience in on line course development and delivery. There are 5 primary reasons for offering this program online:

- Persistent requests from prospective students and employers for Lamar to offer its MBA online.
- The existing on-campus program has an excellent reputation and opportunity for modest growth in the near/medium term, but growth opportunities are limited by regional population trends.
- The realities of the MBA competitive environment suggest that online delivery is necessary for substantial enrollment growth going forward.
- Offering an online MBA will allow the college to offer dual degree programs with other colleges that deliver graduate degrees online (e.g., the master's degree in nursing, the master's in engineering management).
- Developing our core courses for online delivery will allow us to offer more courses online and provide hybrid course flexibility for our on-campus students.

Admission requirements and leveling requirements will be the same in both delivery systems, as will learning outcomes and graduation requirements. The College of Business 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 Business as outlined in the Fifth-Year Accreditation Maintenance Report for the American Association to Advance Collegiate Schools in Business. In the former, the 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 MBA is to deliver a dynamic integrated management education to a variety of student groups. Our students range from those who are exploring their career goal, to students who want to advance their existing business knowledge, to students who have a focused career path. Currently, these different student needs are met through either the flexible part-time or the full-time Lamar MBA.

The Lamar MBA program places a heavy emphasis on an experiential-based approach to problem solving including the knowledge, skill and ability to incorporate ethical considerations, leadership, teamwork, and a global perspective into the decision-making process. Student Learning Outcomes are upon completion of the MBA Program they should be able to:

demonstrate managerial understanding of business disciplines, integrate the functional areas in the analysis of strategic management issues, incorporate ethical considerations in decision-making, incorporate global perspectives in decision-making, work in a team-based environment that emphasizes skills including leadership, group problem solving and consensus building, and enhance objective decision making, and integrate fundamental business processes.

Currently, the target market of Lamar's MBA program is broad, and includes working professionals (50%), international students (30%), and students advancing from undergraduate programs to graduate (20%). Clearly, working professionals are the backbone of the program. According to the Graduate Management Admissions Council, "These consumers are looking for balance in their lives and concern for work-life balance is paramount." Economic conditions and work-life balance weigh heavily on the minds of this group. Therefore, they are the most likely segment to pursue an MBA degree online. Offering an online MBA program may well prove to be a key step toward meeting MBA customer demand in an increasingly competitive market. We estimate an average of 30 students per start date during the first year. Thus, with 5 projected start dates, the enrollment at the end of the first twelve months of activity will be 150 net new students.

SHSU: Department Name Change—Department of Counseling

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

Sam Houston University be authorized to change the name of the Department of Counseling to the Department of Counselor Education to be effective August 2015.

Explanation

Changing the name of the Department of Counseling to the Department of Counselor Education is important for the following two reasons:

- 1) The Department of Counseling may be confusing and potentially misleading for students who are seeking counseling services at the University's Counseling Center. Seeking counseling and attempting to schedule a counseling appointment through the Department of Counseling rather than with the Counseling Center may compromise a student's rights of confidentiality and create undue stress and discomfort for students. The counseling faculty believe that changing the name of our department to the Department of Counselor Education will reduce the possibility of this confusion.
- 2) The counseling faculty believe that changing the name to the Department of Counselor Education more accurately reflects the mission of our department. As counselor educators, we provide the academic course requirements and training experiences for professional counselors and school counselors as identified by the state of Texas and our accreditation agency, Council for Accreditation of Counseling & Related Educational Programs (CACREP).

SHSU: Distance Education—Bachelor of Arts in Sociology, B.A. and Bachelor of Science in Sociology, B.S.

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

Sam Houston State University be authorized to offer the following degree programs in the Department of Sociology within the College of Humanities and Social Sciences via distance learning at 50% or more as of August 2015:

- 1) Bachelor of Arts in Sociology
- 2) Bachelor of Science in Sociology.

Explanation

The Bachelor of Arts and the Bachelor of Science in Sociology at Sam Houston State University prepare students to analyze social issues in applied settings. Students become skilled in techniques of sociological research, social statistics, and sociological theory. These skills and techniques are applied in numerous fields such as health care, business consultation, governmental work at levels from county to federal, and criminal justice among others. The online program will accommodate the educational needs of working professionals in these fields. The online format will also provide working professionals and others who are unable to pursue on-campus coursework due to job obligations and geographic location access to an undergraduate education in sociology.

The Bachelor of Arts and Bachelor of Science in Sociology require 120 hours of undergraduate coursework. Students enrolled in this program will have access to a full-time Online Academic Advisor.

The Bachelor of Arts and Bachelor of Science in Sociology programs are housed in the Department of Sociology within the College of Humanities and Social Sciences. The college has had excellent success with other online degree programs.

TXST: Add a Doctor of Nursing Practice

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

Texas State University be authorized to add a Doctor of Nursing Practice in the St. David's School of Nursing.

Explanation

Texas State University is seeking degree authority for a post-master's Doctor of Nursing Practice (DNP) to begin fall 2016. In making this request, Texas State University is building on existing nursing programs to create a self-sustaining nursing environment that contributes to evidence-based clinical practice, advanced clinical research, and stronger nursing skills and education in key areas. With the DNP program, Texas State University has the opportunity to impact two of the most significant needs in the field of nursing and health care, including doctorally prepared nurse practitioners and nursing faculty. In tandem with the DNP, Texas State University will offer courses in pedagogy and education to alleviate the nursing faculty shortage. Texas State's goal is to educate nurses who will translate research into practice, lead the redesign of the health care delivery system, and, as skilled pedagogues, teach future generations of nurses.

Over the last decade, healthcare organizations have recommended higher levels of education for nurses, specifically a practice doctorate degree for Advanced Practice Registered Nurses. The complexity of patient care is rapidly increasing and new healthcare models require nurses to take a greater role in designing and assessing care. In 2010, the Institute of Medicine and the Robert Wood Johnson Foundation issued an influential joint report on the future of nursing entitled, *The Future of Nursing: Leading Change, Advancing Health*. Among other initiatives, the report recommended doubling the number of nurses with a doctorate by 2020. Progress towards this goal is on pace at the national level. In Texas, however, the number of doctorally prepared nurses is actually decreasing. In November 2013, the U.S. Health Resources and Services Administration released a report on the crisis in managing the most-utilized area of health care, primary care. Continuing shortages of physicians in the U.S., coupled with an aging population and historical deficits in some regions, require investments in education to increase the number of advanced nurse practitioners to fulfill primary care roles. Texas is particularly vulnerable to these realities.

According to the Institute of Medicine, doctorally prepared nurses are educated to "translate research, shape systems of care, potentiate individual care into care needed to serve populations, and ask the clinical questions that influence organizational-level research to improve performance using informatics and quality improvement models." Nurses who have advanced their skills and knowledge to this level will help Texas keep pace with healthcare demand, despite current shortages of nurses, primary care physicians and healthcare faculty, population growth, and changes from the Affordable Care Act.

Concurrently, the shortage of doctorally prepared nursing faculty is the worst in the teaching profession. In 2012, there were 1,181 reports of nursing faculty vacancies, or 7.6 percent of all positions. Nearly all of these vacancies require or prefer a candidate with a doctorate in nursing. Compounding the existing shortage, 50 percent of doctorally prepared nursing faculty members plan to retire by 2020. The Texas Center for Nursing Workforce Studies (TCNWS)

reports that the proportion of nursing faculty with a doctoral degree who are teaching in advanced practice nursing programs in Texas decreased from 62.3 percent in 2011 to 55.5 percent in 2013 and only 23 percent of nursing instructors teaching in entry level nursing programs (ADN or BSN) have a doctoral degree. In the past, faculty members teaching in nursing schools have been less formally educated than their counterparts in the rest of academia, but recent job postings reflect a shift towards requirement of the doctorate. Further, the TCNWS predicts that the need for nursing faculty will grow by nearly 23 percent through 2020.

The 42 semester hour curriculum for the proposed DNP program includes core courses emphasizing evidence-based practice, ethics, quality improvement, leadership and management in healthcare, policy advocacy, health economics, epidemiology, informatics, and systems thinking. The program meets all standards set forth by the American Association of Colleges of Nursing in DNP Essentials, which is the basis for accrediting bodies to evaluate DNP programs. The program will seek accreditation from the Commission on Collegiate Nursing Education, the accreditation division of the American Association of Colleges of Nursing.

Students will have the option to gain additional knowledge in one of three tracks; the fields of integrative healthcare practice, nursing education, or executive leadership. The integrative healthcare track will be the first such track in a Texas DNP program and Texas State will only be the fifth program in the United States to include this track. Graduates will incorporate various integrative modalities in patient treatment plans based on relevant evidence to safely advise patients, reduce costs, and encourage pharmaceutical sustainability. Knowledge of integrative healthcare is critical for healthcare providers, as many patients are already using some integrative method. In 2007, 38 percent of adults and 12 percent of children in the U.S. used some form of complementary and alternative medicine (National Center for Complementary and Alternative Medicine [NCCAM], 2014; complementary and alternative medicine is a synonym for integrative healthcare). The second elective track is nursing education, which will prepare graduates with pedagogical knowledge to teach in undergraduate and graduate nursing programs. These graduates will qualify for the national certification exam for Certified Nurse Educator offered by the National League of Nursing (NLN), and the proposed DNP program will be the only one in Texas to offer courses that meet these qualifications. Finally, students may choose the executive leadership track, which prepares graduates for executive level leadership and business practices. Graduates will work at the highest levels of healthcare management (e.g., as a hospital Chief Nursing Officer) and impact the delivery and cost of healthcare system wide.

All students admitted to the program will be Master's prepared registered nurses (RNs) with work experience as advanced practice nurses or nurse leaders. The proposed program will be delivered in a format that combines face-to-face and technology-enhanced online course elements. Students will secure up to 1,000 hours of clinical experience with a preceptor, conduct transformational research at a clinical site, and complete an evidence-based capstone project. Students will also attend special lectures and be assessed on clinical skills.

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

77,740 square foot building includes various clinical simulation environments, a research facility, and offices for faculty expansion. The start-up and first five year costs include new faculty and support staff, replacement of outdated simulation equipment, and additional library databases for an estimated \$8,913,108. Funding from designated and graduate tuition/fees, formula funding, and potential private donations is estimated at \$13,014,870.

TXST: Add a Master of Health Information Management

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

Texas State University be authorized to add a Master of Health Information Management.

Explanation

Health information management (HIM) is the practice of acquiring, analyzing, and protecting digital and traditional medical information vital to providing quality patient care and managing healthcare organizations. Since the implementation of electronic health records, more patient information is available than ever before and it is in a format that supports complex methods of data analysis and use. HIM professionals are highly trained in the latest information management technology applications and understand the workflow in any healthcare provider organization, from large hospital systems to the private physician practice. HIM professionals are an integral part of the healthcare team by assuring that appropriate quality documentation is maintained in a timely manner and is available to facilitate the provision of care. Secondary uses of the information are to support the reimbursement for care provided, serve as the basis for quality reviews of care, assist various administrative activities such as strategic planning and operations analysis, and ensure accuracy and timeliness for required reporting to external entities.

The U.S. Bureau of Labor Statistics projects the need for HIM professionals in the category of “Medical and Health Services Managers” will increase by 23 percent from 2012 to 2022, with 73,300 openings projected. In Texas, the need for these managers will increase by nearly 27 percent from 2010 to 2020, with nearly 10,000 openings projected over the decade. This need spans positions in the hospital setting, other kinds of healthcare facilities where direct care is provided, and for management positions in healthcare consulting companies, software and service vendors, governmental agencies, and a variety of healthcare organizations where the management of patient information and/or employees is needed.

To address the need for HIM professionals, Texas State University proposes a new Master of Health Information Management (MHIM) degree program, which will become the first accredited master’s degree in health information management in Texas. To date, there are only six such programs offered in the United States. The content of the proposed online program will include structure and standards of patient data, maintenance, use and protection of the data, data analytics and data use, revenue management, compliance, and leadership. The program will require 36 hours of core courses, electives, and an optional thesis. The electives and thesis will allow students to select a curriculum aligned with their career goals.

The costs anticipated the first five years include new faculty, graduate assistants, administrative, and instructional technology support for an estimated \$1,933,287. Funding from electronic course fees, designated and graduate tuition/fees, and formula funding is estimated at \$1,294,308, with the remainder from reallocated funds.

LIT: Degree Programs

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

Lamar Institute of Technology be permitted to modify the following degree programs:

1. Reduce the Associate of Applied Science in Child Care and Development degree from 71 semester credit hours to 60 semester credit hours, effective Fall 2015;
2. Reduce the Associate of Applied Science in Health Information Technology degree from 71 semester credit hours to 60 semester credit hours, effective Fall 2015;
3. Reduce the Associate of Applied Science in Occupational Safety and Health degree from 68 semester credit hours to 60 semester credit hours, effective Fall 2015;
4. Reduce the Associate of Applied Science in Accounting Technology degree from 61 semester credit hours to 60 semester credit hours, effective Fall 2015;
5. Reduce the Associate of Applied Science in Computer Networking and Troubleshooting degree from 66 semester credit hours to 60 semester credit hours, effective Fall 2015;
6. Reduce the Associate of Applied Science in Computer information Systems-Web Design degree from 64 semester credit hours to 60 semester credit hours, effective Fall 2015;
7. Reduce the Associate of Applied Science in Computer Information Systems-Software Applications degree from 61 semester credit hours to 60 semester credit hours, effective Fall 2015;
8. Reduce the Associate of Applied Science in Management Development degree from 67 semester credit hours to 60 semester credit hours, effective Fall 2015;
9. Reduce the Associate of Applied Science in Office Technology Administration degree from 64 semester credit hours to 60 semester credit hours, effective Fall 2015;
10. Reduce the Associate of Applied Science in Criminal Justice Security Threat Groups degree from 66 semester credit hours to 60 semester credit hours, effective Fall 2015;
11. Reduce the Associate of Applied Science in Emergency Medical Technician-Paramedic degree from 69 semester credit hours to 60 semester credit hours, effective Fall 2015;
12. Reduce the Associate of Applied Science in Homeland Security degree from 69 semester credit hours to 60 semester credit hours, effective Fall 2015;
13. Reduce the Associate of Applied Science in Homeland Security Crime Scene Technician degree from 68 semester credit hours to 60 semester credit hours, effective Fall 2015;
14. Reduce the Associate of Applied Science in Advanced Engine Technology from 70 semester credit hours to 60 semester credit hours, effective Fall 2015;

15. Reduce the Associate of Applied Science in Computer Drafting Technology from 63 semester credit hours to 60 semester credit hours, effective Fall 2015;
16. Reduce the Associate of Applied Science in Heating Ventilation and Air Conditioning from 69 semester credit hours to 60 semester credit hours, effective Fall 2015;
17. Reduce the Associate of Applied Science in Homeland Security degree from 69 semester credit hours to 60 semester credit hours, effective Fall 2015;
18. Reduce the Associate of Applied Science in Industrial Mechanics Technology degree from 71 semester credit hours to 60 semester credit hours, effective Fall 2015;
19. Reduce the Associate of Applied Science in Instrumentation Technology degree from 70 semester credit hours to 60 semester credit hours, effective Fall 2015;
20. Reduce the Associate of Applied Science in Process Operating Technology degree from 64 semester credit hours to 60 semester credit hours, effective Fall 2015;
21. Reduce the Associate of Applied Science In Welding Technology degree from 65 semester credit hours to 60 semester credit hours, effective Fall 2014;

Explanation

The changes to the length of the degree plans are submitted to conform to the SB 497 requirement limiting the length of associate degrees to 60 semester credit hours unless the institution determines that a compelling academic reason exists for requiring additional semester credit hours.

LSCPA: Certificate Program

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

Lamar State College-Port Arthur be approved to offer a certificate program, and the associated new courses, leading to licensure as a Nursing Facility Administrator within the Department of Allied Health to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordinating Board.

Explanation

A person who engages in the practice of nursing facility administration in an institution or facility that's licensed as a nursing facility by the Texas Department of Aging and Disability Services (DADS) under the Texas Health and Safety Code, Chapter 242, is required to be licensed. To be licensed as an administrator, an individual must:

- Possess at least a bachelor's degree in any subject from an accredited college.
- Earn a minimum of 15 academic credit hours in long-term care administration or its equivalent that encompasses all National Association of Boards of Examiners of Long Term Care Administration Inc. (NAB) domains.
- Complete a minimum of 1,000 hours in an administrator-in-training (AIT) internship with a DADS-approved preceptor in a licensed nursing facility with a minimum of 60 beds.

The courses specific to preparation for the licensure examination may be provided by a two-year college and are included in the Texas Higher Education Coordinating Board's *Workforce Education Course Manual*.

The Nursing Facility Administrator certification program will provide both didactic and experiential training designed to provide students with the skills and expertise needed to become the manager of a nursing facility. Classes will be offered face-to-face and on-line.

Course work includes:

LTCA 1311 – Introduction to LTC	3 credits
LTCA 1312 – Resident Care in the Long-term Care (LTC) Facility	3 credits
LTCA 2314 – LTC Law	3 credits
LTCA 1313 – LTC Organization & Management	3 credits
LTCA 2315 – LTC Facility Management	3 credits
LTCA 2660 – Clinical	6 credits
LTCA 2661 – Clinical	6 credits

The certificate will contain 27 semester credit hours. Upon completion of 15 semester credit hours in the classroom the student will be eligible to enroll for and complete the required 1,000 hours of supervised clinical experience.

The certificate program was developed in response to increasing area need and in accordance with the guidance of a local industry advisory board. Data from the Texas Workforce

Commission Labor Market Information long term occupational projections for the Gulf Coast area indicate that there were 4,540 jobs in this job area (Medical & Health Service Managers) in 2012 and an anticipated 5,910 in 2020. The projections call for 135 job openings per year from newly created jobs and 110 job openings per year from job replacements.

TSUS: Twelfth Class Day Reports

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

The Twelfth Class Day Reports for Fall Semester, 2014 for the Texas State
University System components be approved.

BACKGROUND

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

Texas State University System Certified Enrollment Report Comparison
Certified Fall 2013 vs. Certified Fall 2014

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

Institution		Fall 2013	Fall 2014	% Change
Lamar	Headcount	13,762	14,452	5%
	SCH	133,664	137,925	3%
	FTSE	9,404	9,806	4%
Sam Houston	Headcount	19,210	19,573	2%
	SCH	226,412	229,673	1%
	FTSE	15,426	15,617	1%
Sul Ross-Total	Headcount	2,865	2,906	1%
	SCH	26,499	27,185	3%
	FTSE	1,837	1,889	3%
<i>Sul Ross-Rio Grande</i>	<i>Headcount</i>	<i>976</i>	<i>1,009</i>	<i>3%</i>
	<i>SCH</i>	<i>6,711</i>	<i>6,915</i>	<i>3%</i>
	<i>FTSE</i>	<i>465</i>	<i>478</i>	<i>3%</i>
<i>Sul Ross Univ.</i>	<i>Headcount</i>	<i>1,889</i>	<i>1,897</i>	<i>0%</i>
	<i>SCH</i>	<i>19,788</i>	<i>20,270</i>	<i>2%</i>
	<i>FTSE</i>	<i>1,372</i>	<i>1,412</i>	<i>3%</i>
Texas State	Headcount	35,546	36,739	3%
	SCH	429,091	440,711	3%
	FTSE	29,190	29,974	3%
Lamar-IT	Headcount	2,947	2,708	-8%
	SCH	27,558	27,481	0%
	FTSE	1,837	1,832	0%
	Contact	603,376	613,264	2%
Lamar-PA	Headcount	2,295	2,078	-9%
	SCH	22,295	19,038	-15%
	FTSE	1,486	1,269	-15%
	Contact	475,776	386,976	-19%
Lamar-O	Headcount	2,426	2,259	-7%
	SCH	22,220	21,392	-4%
	FTSE	1,481	1,426	-4%
	Contact	451,184	427,024	-5%
Total	Headcount	79,051	80,715	2%
	SCH	887,739	903,405	2%
	FTSE	60,661	61,814	2%
	Contact	1,530,336	1,427,264	-7%

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

Institution		Fall 2013	Fall 2014	% Change
Lamar-IT	Headcount	1,021	1,126	10%
	FTSE	105	117	11%
	Contact	31,407	35,028	12%
Lamar-PA	Headcount	324	380	17%
	FTSE	267	416	56%
	Contact	80,240	124,928	56%
Lamar-O	Headcount	96	145	51%
	FTSE	4	15	274%
	Contact	1,284	4,483	249%
Total	Headcount	1,441	1,651	15%
	FTSE	376	548	46%
	Contact	112,931	164,439	46%

Texas State University System Certified Enrollment Report
Fall 2014

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

Institution		Undergrad	Master's	Doctoral- Research	Doctoral Professional	Post-Bach	Total
Lamar	Headcount	9,197	3,977	353	22	903	14,452
	SCH	104,872	30,894	2,159	-	-	137,925
	FTSE	6,991	2,575	240	-	-	9,806
Sam Houston	Headcount	16,819	2,373	278	-	103	19,573
	SCH	213,408	15,012	1,253	-	-	229,673
	FTSE	14,227	1,251	139	-	-	15,617
Sul Ross-Total	Headcount	2,031	727	-	-	148	2,906
	SCH	22,581	4,604	-	-	-	27,185
	FTSE	1,505	384	-	-	-	1,889
<i>Sul Ross-Rio Grande</i>	<i>Headcount</i>	<i>750</i>	<i>190</i>	<i>-</i>	<i>-</i>	<i>69</i>	<i>1,009</i>
	<i>SCH</i>	<i>5,922</i>	<i>993</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>6,915</i>
	<i>FTSE</i>	<i>395</i>	<i>83</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>478</i>
<i>Sul Ross Univ.</i>	<i>Headcount</i>	<i>1,281</i>	<i>537</i>	<i>-</i>	<i>-</i>	<i>79</i>	<i>1,897</i>
	<i>SCH</i>	<i>16,659</i>	<i>3,611</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>20,270</i>
	<i>FTSE</i>	<i>1,111</i>	<i>301</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>1,412</i>
Texas State	Headcount	32,177	3,500	347	116	599	36,739
	SCH	408,975	28,087	2,325	1,324	-	440,711
	FTSE	27,265	2,341	258	110	-	29,974
Lamar-IT	Headcount	2,708	-	-	-	-	2,708
	SCH	27,481	-	-	-	-	27,481
	FTSE	1,832	-	-	-	-	1,832
	Contact	613,264	-	-	-	-	613,264
Lamar-PA	Headcount	2,078	-	-	-	-	2,078
	SCH	19,038	-	-	-	-	19,038
	FTSE	1,269	-	-	-	-	1,269
	Contact	386,976	-	-	-	-	386,976
Lamar-O	Headcount	2,259	-	-	-	-	2,259
	SCH	21,392	-	-	-	-	21,392
	FTSE	1,426	-	-	-	-	1,426
	Contact	427,024	-	-	-	-	427,024
Total	Headcount	67,269	10,577	978	138	1,753	80,715
	SCH	817,747	78,597	5,737	1,324	-	903,405
	FTSE	54,516	6,550	637	110	-	61,814
	Contact	1,427,264	-	-	-	-	1,427,264

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

Institution		Undergrad
Lamar-IT	Headcount	1,126
	FTSE	117
	Contact	35,028
Lamar-PA	Headcount	380
	FTSE	416
	Contact	124,928
Lamar-O	Headcount	145
	FTSE	15
	Contact	4,483
Total	Headcount	1,651
	FTSE	548
	Contact	164,439

TSUS Certified Enrollment Report: Universities

Institution: Lamar University
 Term or Semester: Fall 2014
 Submitted by: Dr. Gregory Marsh

Table 1
 Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On- and Off Campus	Total
Undergraduate	1,775	4,803	2,619	9,197
Post-Bach	774	92	37	903
Master's	2,773	957	247	3,977
Doctoral-Research	184	152	17	353
Doctoral-Professional	-	11	11	22
Total	5,506	6,015	2,931	14,452

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	100,441	6,696	104,872	6,991
Master's	30,894	2,575	30,894	2,575
Doctoral-Research	2,159	240	2,159	240
Doctoral-Professional	-	-	-	-
Total	133,494	9,510	137,925	9,806

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: Fall 2014
 Submitted by: Office of Institutional Effectiveness

Table 1
 Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On- and Off Campus	Total
Undergraduate		16,770	49	16,819
Post-Bach		103	-	103
Master's	-	2,373	-	2,373
Doctoral-Research	-	278	-	278
Doctoral-Professional	-	-	-	-
Total	-	19,524	49	19,573

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	209,690	13,979	213,408	14,227
Master's	15,012	1,251	15,012	1,251
Doctoral-Research	1,253	139	1,253	139
Doctoral-Professional	-	-	-	-
Total	225,955	15,370	229,673	15,617

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: Fall 2014
 Submitted by: John D. Jones

Table 1
 Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On- and Off Campus	Total
Undergraduate	-	750	-	750
Post-Bach	-	70	-	69
Master's	-	190	-	190
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	-	1,010	-	1,009

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

Table 2
 SCH and Full-Time Student Equivalents

Level	Funded		Total	
	SCH	FTSE	SCH	FTSE
Undergraduate	5,700	380	5,922	395
Master's	993	83	993	83
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	6,693	463	6,915	478

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: Fall 2014
 Submitted by: John D. Jones

Table 1
 Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On- and Off Campus	Total
Undergraduate	18	1,243	20	1,281
Post-Bach	-	79	-	79
Master's	-	537	-	537
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	18	1,859	20	1,897

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	16,544	1,103	16,659	1,111
Master's	3,611	301	3,611	301
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	20,155	1,404	20,270	1,412

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: Fall 2014
 Submitted by: Tami Rice

Table 1
 Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On- and Off Campus	Total
Undergraduate	1,145	27,289	3,743	32,177
Post-Bach	119	427	53	599
Master's	614	2,415	471	3,500
Doctoral-Research	-	334	13	347
Doctoral-Professional	-	116	-	116
Total	1,878	30,581	4,280	36,739

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	399,703	26,647	408,975	27,265
Master's	28,087	2,341	28,087	2,341
Doctoral-Research	2,325	258	2,325	258
Doctoral-Professional	1,324	110	1,324	110
Total	431,439	29,356	440,711	29,974

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

TSUS Certified Enrollment Report: State/Technical Colleges

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

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

Level	Headcount	Contact Hours			Credit Hours			FTSE
		Funded	Unfunded	Total	Funded	Unfunded	Total	
Undergraduate	2,259	423,856	3,168	427,024	21,206	186	21,392	1,426

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	190	7,481	25
Current Term	145	4,483	15

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: Fall 2014
 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	2,078	384,176	2,800	386,976	18,888	150	19,038	1,269

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	542	126,288	421
Current Term	380	124,928	416

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

TSUS Certified Enrollment Report: State/Technical Colleges

Institution: Lamar Institute of Technology
 Term or Semester: Fall 2014
 Submitted by: David Mosley

Table 1

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

Level	Headcount	Contact Hours			Credit Hours			FTSE
		Funded	Unfunded	Total	Funded	Unfunded	Total	
Undergraduate	2,708	610,192	3,072	613,264	27,297	184	27,481	1,832

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	839	31,407	105
Current Term	1,126	35,028	117

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

TSUS: Twelfth Class Day Reports – Spring 2015 Preliminary

The Twelfth Class Day Reports for Spring Semester, 2015 for the Texas State University System components are preliminary and will be approved (once finalized) at the May 2015 Board meeting.

BACKGROUND

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

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

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

Institution		Spring 2014	Spring 2015	% Change
Lamar	Headcount	13,009	13,737	6%
	SCH	143,254	146,812	2%
	FTSE	10,306	10,641	3%
Sam Houston	Headcount	17,677	18,088	2%
	SCH	209,534	214,132	2%
	FTSE	14,280	14,564	2%
Sul Ross-Total	Headcount	2,617	2,809	7%
	SCH	24,147	26,044	8%
	FTSE	1,675	1,817	8%
<i>Sul Ross-Rio Grande</i>	<i>Headcount</i>	<i>938</i>	<i>998</i>	<i>6%</i>
	<i>SCH</i>	<i>6,560</i>	<i>7,351</i>	<i>12%</i>
	<i>FTSE</i>	<i>453</i>	<i>510</i>	<i>12%</i>
<i>Sul Ross Univ.</i>	<i>Headcount</i>	<i>1,679</i>	<i>1,811</i>	<i>8%</i>
	<i>SCH</i>	<i>17,587</i>	<i>18,693</i>	<i>6%</i>
	<i>FTSE</i>	<i>1,221</i>	<i>1,307</i>	<i>7%</i>
Texas State	Headcount	33,054	34,232	4%
	SCH	392,384	408,076	4%
	FTSE	26,716	27,761	4%
Lamar-IT	Headcount	2,671	2,847	7%
	SCH	26,786	27,194	2%
	FTSE	1,786	1,813	2%
	Contact	602,112	610,288	1%
Lamar-O	Headcount	2,205	2,121	-4%
	SCH	20,013	19,912	-1%
	FTSE	1,334	1,327	-1%
	Contact	434,624	415,792	-4%
Lamar-PA	Headcount	1,847	1,855	0%
	SCH	19,563	18,229	-7%
	FTSE	1,304	1,215	-7%
	Contact	420,192	374,368	-11%
Total	Headcount	73,080	75,689	4%
	SCH	835,681	860,399	3%
	FTSE	57,401	59,139	3%
	Contact	1,456,928	1,400,448	-4%

Note: Preliminary comparisons do not include continuing education data.

Texas State University System Preliminary Enrollment Report
Spring 2015

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

Institution		Undergrad	Master's	Doctoral- Research	Doctoral Professional	Post-Bach	Total
Lamar	Headcount	8,276	4,131	423	22	885	13,737
	SCH	100,243	43,769	2,800	-	-	146,812
	FTSE	6,683	3,647	311	-	-	10,641
Sam Houston	Headcount	15,466	2,252	276	-	94	18,088
	SCH	198,878	14,011	1,243	-	-	214,132
	FTSE	13,259	1,168	138	-	-	14,564
Sul Ross-Total	Headcount	1,953	718	-	-	138	2,809
	SCH	21,204	4,840	-	-	-	26,044
	FTSE	1,414	403	-	-	-	1,817
<i>Sul Ross-Rio Grande</i>	<i>Headcount</i>	<i>741</i>	<i>198</i>	<i>-</i>	<i>-</i>	<i>59</i>	<i>998</i>
	<i>SCH</i>	<i>6,166</i>	<i>1,185</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>7,351</i>
	<i>FTSE</i>	<i>411</i>	<i>99</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>510</i>
<i>Sul Ross Univ.</i>	<i>Headcount</i>	<i>1,212</i>	<i>520</i>	<i>-</i>	<i>-</i>	<i>79</i>	<i>1,811</i>
	<i>SCH</i>	<i>15,038</i>	<i>3,655</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>18,693</i>
	<i>FTSE</i>	<i>1,003</i>	<i>305</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>1,307</i>
Texas State	Headcount	29,815	3,397	323	116	581	34,232
	SCH	378,264	26,420	2,122	1,270	-	408,076
	FTSE	25,218	2,202	236	106	-	27,761
Lamar-IT	Headcount	2,847	-	-	-	-	2,847
	SCH	27,194	-	-	-	-	27,194
	FTSE	1,813	-	-	-	-	1,813
	Contact	610,288	-	-	-	-	610,288
Lamar-O	Headcount	2,121	-	-	-	-	2,121
	SCH	19,912	-	-	-	-	19,912
	FTSE	1,327	-	-	-	-	1,327
	Contact	415,792	-	-	-	-	415,792
Lamar-PA	Headcount	1,855	-	-	-	-	1,855
	SCH	18,229	-	-	-	-	18,229
	FTSE	1,215	-	-	-	-	1,215
	Contact	374,368	-	-	-	-	374,368
Total	Headcount	62,333	10,498	1,022	138	1,698	75,689
	SCH	763,924	89,040	6,165	1,270	-	860,399
	FTSE	50,928	7,420	685	106	-	59,139
	Contact	1,400,448	-	-	-	-	1,400,448

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

Institution		Undergrad
Lamar-IT	Headcount	1,126
	FTSE	117
	Contact	35,028
Lamar-O	Headcount	169
	FTSE	16
	Contact	4,665
Lamar-PA	Headcount	96
	FTSE	68
	Contact	20,400
Total	Headcount	1,391
	FTSE	200
	Contact	60,093

TSUS Preliminary Enrollment Report: Universities

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

Table 1
Unduplicated Headcount

Level	Total
Undergraduate	8,276
Post-Bach	885
Master's	4,131
Doctoral-Research	423
Doctoral-Professional	22
Total	13,737

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

Table 2
SCH and Full-Time Student Equivalents

Level	Total	
	SCH	FTSE
Undergraduate	100,243	6,683
Master's	43,769	3,647
Doctoral-Research	2,800	311
Doctoral-Professional		-
Total	146,812	10,641

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

TSUS Preliminary Enrollment Report: Universities

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

Table 1
Unduplicated Headcount

Level	Total
Undergraduate	15,466
Post-Bach	94
Master's	2,252
Doctoral-Research	276
Doctoral-Professional	-
Total	18,088

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

Table 2
SCH and Full-Time Student Equivalents

Level	Total	
	SCH	FTSE
Undergraduate	198,878	13,259
Master's	14,011	1,168
Doctoral-Research	1,243	138
Doctoral-Professional	-	-
Total	214,132	14,564

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

TSUS Preliminary Enrollment Report: Universities

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

Table 1
Unduplicated Headcount

Level	Total
Undergraduate	741
Post-Bach	59
Master's	198
Doctoral-Research	-
Doctoral-Professional	-
Total	998

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

Table 2
SCH and Full-Time Student Equivalents

Level	Total	
	SCH	FTSE
Undergraduate	6,166	411
Master's	1,185	99
Doctoral-Research	-	-
Doctoral-Professional	-	-
Total	7,351	510

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

TSUS Preliminary Enrollment Report: Universities

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

Table 1
Unduplicated Headcount

Level	Total
Undergraduate	1,212
Post-Bach	79
Master's	520
Doctoral-Research	-
Doctoral-Professional	-
Total	1,811

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

Table 2
SCH and Full-Time Student Equivalents

Level	Total	
	SCH	FTSE
Undergraduate	15,038	1,003
Master's	3,655	305
Doctoral-Research	-	-
Doctoral-Professional	-	-
Total	18,693	1,307

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

TSUS Preliminary Enrollment Report: Universities

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

Table 1
 Unduplicated Headcount

Level	Total
Undergraduate	29,815
Post-Bach	581
Master's	3,397
Doctoral-Research	323
Doctoral-Professional	116
Total	34,232

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

Table 2
 SCH and Full-Time Student Equivalents

Level	Total	
	SCH	FTSE
Undergraduate	378,264	25,218
Master's	26,420	2,202
Doctoral-Research	2,122	236
Doctoral-Professional	1,270	106
Total	408,076	27,761

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

TSUS Preliminary Enrollment Report: State/Technical Colleges

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

Table 1

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

Level	Headcount	Contact Hours	SCH	FTSE
Undergraduate	1,855	374,368	18,229	1,215

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	380	124,928	416
Current Term	96	20,400	68

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

TSUS Preliminary Enrollment Report: State/Technical Colleges

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

Table 1

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

Level	Headcount	Contact Hours	SCH	FTSE
Undergraduate	2,121	415,792	19,912	1,327

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	144	4,483	15
Current Term	169	4,665	16

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

TSUS Preliminary Enrollment Report: State/Technical Colleges

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

Table 1

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

Level	Headcount	Contact Hours	SCH	FTSE
Undergraduate	2,847	610,288	27,194	1,813

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	839	31,407	105
Current Term	1,126	35,028	117

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

**Texas State University System
Academic Affairs**

CONSENT ITEMS

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

TSUS: Course Additions, Deletions and Changes

Recommendation

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

COMPONENT	COURSE ADDITIONS	COURSE DELETIONS	COURSE CHANGES
Lamar University	81	1	9
Sam Houston State University	149	27	212
Sul Ross State University	59	9	16
Texas State University	37	0	126
Lamar Institute of Technology	8	10	0

Background

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

CURRICULUM INVENTORY REPORT
Lamar University
February 2015

COLLEGE/ Academic Unit	COURSE ADDITIONS	COURSE DELETIONS	COURSE TITLE CHANGES	NET ADDITIONS/ DELETIONS
COLLEGE OF ARTS AND SCIENCES				
Biology	0	1	0	-1
COLLEGE OF BUSINESS				
Economics and Finance	6	0	0	6
COLLEGE OF EDUCATION				
Educational Leadership	12	0	9	12
COLLEGE OF ENGINEERING				
Chemical Engineering	10	0	0	10
Civil Engineering	10	0	0	10
Electrical Engineering	12	0	0	12
Industrial Engineering	10	0	0	10
Mechanical Engineering	10	0	0	10
COLLEGE OF FINE ARTS AND COMMUNICATION				
Music	6	0	0	6
Speech and Hearing Sciences	5	0	0	5
TOTAL	81	1	9	80

COLLEGE OF ARTS AND SCIENCES

Biology

DELETION

BIOL 1101 Supplemental Laboratory

COLLEGE OF BUSINESS

Economics and Finance

ADDITIONS

ACCT 5315 Financial & Managerial Accounting Foundations
BCOM 5300 Administrative Communications
BULW 5300 Legal Environment of Business
ECON 5300 Foundation of Microeconomics

FINC 5300 Foundations of Finance
FINC 5370 Derivatives and Risk Management

COLLEGE OF EDUCATION

Educational Leadership

ADDITIONS

EDLD 5302 Concepts of Educational Technology
EDLD 5303 Applying Educational Technology: Portfolio
EDLD 5304 Leading Organization Change
EDLD 5305 Disruptive Innovation in Technology
EDLD 5313 Creating Significant Learning Environments
EDLD 5314 Digital Learning in Local and Global Contexts
EDLD 5315 Assessing Digital Learning and Instruction
EDLD 5316 Digital Citizenship
EDLD 5317 Resources for Digital Environments
EDLD 5318 Instructional Design in Online Learning
EDLD 5320 Synthesis of Digital Learning and Leadership
EDUD 6354 Qualitative Research II

CHANGES

EDUD 6303 Cultural Influences
TO
EDUD 6303 Global Cultural Awareness
EDUD 6305 Organizational Change
TO
EDUD 6305 Global Leadership Issues
EDUD 6306 Dynamics of Leadership
TO
EDUD 6306 Dynamics of Global Leadership
EDUD 6312 Communication/Global Society
TO
EDUD 6312 Global Communication
EDUD 6314 Academic Research Writing
TO
EDUD 6314 Academic Research Writing I
EDUD 6317 Writing for Publication
TO
EDUD 6317 Academic Research Writing II
EDUD 6350 Applied Research
TO
EDUD 6350 Quantitative Research I
EDUD 6351 Quantitative Research
TO
EDUD 6351 Quantitative Research II
EDUD 6352 Qualitative Research
TO
EDUD 6352 Qualitative Research I

COLLEGE OF ENGINEERING

Chemical Engineering

ADDITIONS

CHEN	5101	Special Topics
CHEN	5201	Special Topics
CHEN	5301	Special Topics
CHEN	5390	Thesis
CHEN	5391	Thesis
CHEN	6110	Professional Seminar
CHEN	6310	Design Projects
CHEN	6320	Justification Engineering Proj
CHEN	6601	Engineering Prac-Field Studies
CHEN	6602	Engineering Prac-Field Study

Civil Engineering

ADDITIONS

CVEN	5101	Special Topics
CVEN	5201	Special Topics
CVEN	5301	Special Topics
CVEN	5390	Thesis
CVEN	5391	Thesis
CVEN	6110	Professional Seminar
CVEN	6310	Design Projects
CVEN	6320	Justification Engineering Proj
CVEN	6601	Engineering Prac-Field Studies
CVEN	6602	Engineering Prac-Field Study

Electrical Engineering

ADDITIONS

ELEN	5101	Special Topics
ELEN	5201	Special Topics
ELEN	5301	Special Topics
ELEN	5338	Genetic Algorithms I
ELEN	5390	Thesis
ELEN	5391	Thesis
ELEN	6110	Professional Seminar
ELEN	6310	Design Projects
ELEN	6320	Justification Engineering Proj
ELEN	6349	Engr Applic AI/Expert Systems
ELEN	6601	Engineering Prac-Field Studies
ELEN	6602	Engineering Prac-Field Study

Industrial Engineering

ADDITIONS

INEN	5101	Special Topics
INEN	5201	Special Topics
INEN	5301	Special Topics
INEN	5390	Thesis
INEN	5391	Thesis
INEN	6110	Professional Seminar
INEN	6310	Design Projects

INEN	6320	Justification Engineering Proj
INEN	6601	Engineering Prac-Field Studies
INEN	6602	Engineering Prac-Field Study

Mechanical Engineering

ADDITIONS

MEEN	5101	Special Topics
MEEN	5201	Special Topics
MEEN	5301	Special Topics
MEEN	5390	Thesis
MEEN	5391	Thesis
MEEN	6110	Professional Seminar
MEEN	6310	Design Projects
MEEN	6320	Justification Engineering Proj
MEEN	6601	Engineering Prac-Field Studies
MEEN	6602	Engineering Prac-Field Study

COLLEGE OF FINE ARTS AND COMMUNICATION

Music

ADDITIONS

MUED	5351	Kodály Methodology and Materials I
MUED	5352	Solfege and Conducting I
MUED	5353	Kodály Methodology and Materials II
MUED	5354	Solfege and Conducting II
MUED	5355	Kodály Methodology and Materials III
MUED	5356	Solfege and Conducting III

Speech and Hearing Sciences

ADDITIONS

SPHS	5310	Swallowing Disorders
SPHS	5326	Motor Speech Disorders
SPHS	6326	Research Methods
SPHS	6362	Pharmacology
SPHS	6371	Electrophysiology III

Sam Houston State University

COLLEGE/ Academic Unit	COURSE ADDITIONS	COURSE DELETIONS	COURSE CHANGES: PREFIX, HRS, NUMBER AND/OR TITLE	NET ADDITIONS/ DELETIONS
COLLEGE OF BUSINESS ADMINISTRATION				
Accounting	2	0	0	+2
General Business and Finance	6	0	3	+6
Economics	2	0	0	+2
Management and Marketing	8	0	3	+8
COLLEGE OF CRIMINAL JUSTICE				
Criminal Justice and Criminology	0	0	3	0
Security Studies	2	0	4	+2
COLLEGE OF EDUCATION				
Curriculum and Instruction	6	0	2	+6
Educational Leadership and Counseling	17	2	11	+15
Language, Literacy, and Special Populations	20	2	8	+18
Library Science	4	0	1	+4
COLLEGE OF FINE ARTS AND MASS COMMUNICATION				
Art	3	15	10	-12
Dance	6	2	3	+4
Mass Communication	4	0	3	+4
Music	9	1	6	+8
Theatre and Musical Theatre	2	3	3	-1
COLLEGE OF HEALTH SCIENCES				
Family and Consumer Sciences	8	0	1	+8
Health Services and Promotion	4	0	2	+4
Kinesiology	16	0	4	+16
Nursing	3	0	4	+3
COLLEGE OF HUMANITIES AND SOCIAL SCIENCES				
Communication Studies	2	0	1	+2
English	0	0	1	0
Foreign Languages	1	0	2	+1

History	1	0	1	+1
Political Science	3	0	0	+3
Psychology and Philosophy	0	0	1	0
Sociology	3	0	0	+3

COLLEGE OF SCIENCES

Agricultural and Engineering Technology	12	1	129	+11
Biological Sciences	0	0	2	0
Chemistry	0	0	2	0
Geography and Geology	5	1	2	+4
Mathematics and Statistics	2	0	0	+2
TOTAL	149	27	212	124

COLLEGE OF BUSINESS ADMINISTRATION

Department of Accounting

ADDITIONS

ACCT 4385 Special Topics in Accounting
ACCT 5385 Special Topics in Accounting

Department of General Business and Finance

ADDITIONS

BANA 4080 Independent Study
BUAD 4325 Negotiation in Business
BUAD 4385 Special Topics in Business
BUAD 5385 Special Topics in Business
FINC 4385 Special Topics in Finance
FINC 5385 Special Topics in Finance

CHANGES

BUAD 3345 Global Entrepreneurship and Innovation
TO
BUAD 3345 Entrepreneurship I – Startup

BUAD 4345 Entrepreneurial Growth/Harvest
TO
BUAD 4345 Entrepreneurship II – Growth

BUAD 4348 Entrepreneurship
TO
BUAD 4348 Entrepreneurship III – Cases

Department of Economics

ADDITIONS

ECON 4385 Special Topics in Economics
ECON 5385 Special Topics in Economics

Department of Management & Marketing

ADDITIONS

MGIS 4389 Internship
MGIS 5385 Special Topics in MIS
MGMT 4385 Special Topics in Management
MGMT 4389 Internship
MGMT 5385 Special Topics in Management
MKTG 4385 Special Topics in Marketing
MKTG 4389 Internship
MKTG 5385 Special Topics in Marketing

CHANGES

MGIS 4385 Advances in Information Systems
TO
MGIS 4385 Special Topics in MIS

MGMT 4370 Operations Management
TO
MGMT 3370 Operations Management

MKTG 3330 Sales Management
TO
MKTG 4330 Sales Management

COLLEGE OF CRIMINAL JUSTICE

Department of Criminal Justice and Criminology

CRIJ 4376 Readings and Independent Studies in Criminal Justice
TO
CRIJ 4376 Independent Studies in Criminal Justice

CRIJ 6093 Special Readings in Criminal Justice
TO
CRIJ 6093 Independent Studies in Criminal Justice

CRIJ 7070 Specialized Readings
TO
CRIJ 7070 Independent Studies

Department of Security Studies

ADDITIONS

SCST 4362 U.S. Security Post 9/11
SCST 6365 Doct/Praxis in Homeland Sec

CHANGES

CRIJ 5338 Security and Management
TO
SCST 5338 Security and Management

SCST 4076 Special Readings in Security Studies
TO
SCST 4076 Independent Studies in Security Studies

SCST 5396 Research Methods in Security Studies
TO
SCST 5396 Res Meth - Homeland Sec Studies

SCST 6093 Special Readings in Security Studies
TO
SCST 6093 Independent Studies in Criminal Justice

COLLEGE OF EDUCATION

Department of Curriculum and Instruction

ADDITIONS

CIEE 4088 Special Topics in Elementary Education
CIED 5088 Special Topics in Curriculum and Instruction
CIED 5089 Independent Study Curriculum and Instruction
CIME 4088 Special Topics in Mid. Level Education
CIME 4089 Independent Study in Mid. Level Education
CISE 4088 Special Topics in Secondary Education

CHANGES

CIEE 4375 Problems
TO
CIEE 4089 Independent Study in Elementary Education

CISE 4375 Problems
TO
CISE 4089 Independent Study in Secondary Education

Department of Educational Leadership and Counseling

ADDITIONS

COUN 4088 Special Topics in Counseling
COUN 5089 Independent Study in Counseling

COUN	7088	Special Topics in Counselor Education
DVED	7088	Special Topics in Developmental Education Administration
DVED	7089	Independent Study in Developmental Education Administration
DVED	7373	Statistical Methods for DevEd
EDAD	5089	Independent Study in Developmental Education Administration
EDLD	7089	Independent Study in Educational Leadership
EDLD	7365	Applied Stats I for Ed Leaders
EDLD	7366	Applied Stats II for Ed Leadrs
INSL	6390	Eval for Instructional Leaders
HIED	5088	Special Topics in Higher Education
HIED	5089	Independent Study in Higher Education
HIED	7088	Special Topics in Higher Education
HIED	7089	Independent Study in Higher Education
INSL	5088	Special Topics in Instructional Technology
INSL	5089	Independent Study in Instructional Technology

DELETIONS

COUN	5110	Workshop In Counseling
EDAD	5110	School Administrator Workshop

CHANGES

COUN	4387	Workshop-Counselng & Human Srvc
TO		
COUN	4089	Independent Study in Counseling
COUN	5387	Wksp Contp Tpcs Counseling
TO		
COUN	5088	Special Topics in Counseling
COUN	6334	Professional and Ethical Issues in Counseling
TO		
COUN	6334	Ethical Issues in MFT
COUN	7387	Workshop in Counselor Education
TO		
COUN	7089	Independent Study in Counselor Education
EDAD	5378	Curriculum Planning
TO		
INSL	5378	Curriculum Planning
EDAD	5379	Methods of Research
TO		
INSL	5379	Methods of Research
EDAD	5387	Workshop in Education
TO		
INSL	5088	Special Topics in Education Administration

EDAD	6360	Learning Theory Ed Leadership
TO		
INSL	6360	Learning Theory Ed Leadership
EDAD	6368	Instructional Supervision
TO		
INSL	6368	Instructional Supervision
EDAD	6372	Practicum in Instructional Leadership
TO		
INSL	6372	Practicum in Instructional Leadership
EDAD	7110	Doctoral Stdy-Edu Leadership
TO		
EDAD	7088	Special Topics in Educational Leadership

Department of Language, Literacy, and Special Populations

ADDITIONS

BESL	4089	Independent Study in Bilingual/ESL Education
BESL	5311	Appld Ling in ESL/EFL Settings
BESL	6089	Independent Study in International Literacy
BESL	6315	Action Research in Second Lang
ECHE	4089	Independent Study in Early Childhood Education
ECHE	6089	Independent Study in Early Childhood Education
READ	4088	Special Topics in Reading
READ	4215	Multidisciplinary Literacies
READ	5305	Gaming and Literacy
READ	5312	Second Language Literacy
READ	5313	Digital Literacy and Pedagogy
READ	5314	Digital Literacies & Policy
READ	6089	Independent Study in Reading
READ	7088	Special Topics in Literacy
READ	7089	Independent Study in Literacy
SPED	4088	Special Topics in Special Education
SPED	6088	Special Topics in Special Education
SPED	6089	Independent Study in Special Education
SPED	7088	Special Topics in Special Education
SPED	7089	Independent Study in Special Education

DELETIONS

BESL	5301	Applied Linguistics in Education Settings
READ	4205	Content Literacy in EC-6

CHANGES

BESL	4302	Ind Prob-Bil Ed-Eng Sec Lng Pr
TO		
BESL	4088	Special Topics in Bilingual/ESL Education

BESL 5320 Workshop in Ed: Multilingual Ed
 TO
 BESL 6088 Special Topics International Literacy

ECHE 4388 Problems In Early Childhood Ed
 TO
 ECHE 4088 Special Topics in Early Childhood Education

ECHE 5388 Workshop In Ed:Early Chldhd Ed
 TO
 ECHE 6088 Special Topics Early Childhood Education

READ 4315 Individual Problems in Reading
 TO
 READ 4089 Independent Study in Reading

READ 5320 Workshop In Education
 TO
 READ 6088 Special Topics in Reading

READ 7385 Digital Literacies
 TO
 READ 7385 Digital Epistemologies

SPED 4303 Ind Probs Special Education
 TO
 SPED 4089 Independent Study in Special Education

Department of Library Science

ADDITIONS

LSSL 5088 Special Topics in School Librarianship
 LSSL 5089 Independent Study in School Librarianship
 LSSL 5363 Preschoolers and the Library
 LSSL 7088 Special Topics in School Library Leadership

CHANGES

LSSL 5375 Dir Ind Study In Library Sci
 TO
 LSSL 7089 Independent Study in School Librarianship

COLLEGE OF FINE ARTS AND MASS COMMUNICATION

Department of Art

ADDITIONS

ARTS 4311 Advanced Studio

ARTS 4384 Modern Art Before 1945
ARTS 4385 Art Since 1945

DELETIONS

ARTS 1311 Basic Design I
ARTS 1312 Three Dimensional Design
ARTS 1360 Introduction to Photography
ARTS 2311 Basic Design II
ARTS 2319 Survival Tools for the Artist
ARTS 2353 Pre Visualization
ARTS 2360 Photographic Principles
ARTS 3319 Techniques of Wheel Throwing I
ARTS 3379 Exhibition Photography
ARTS 4312 Jewelry
ARTS 4314 Casting
ARTS 4322 Techniques of Wheel Throwing II
ARTS 4345 3D Modeling for Computer Animation and Design
ARTS 4375 Expressive Analog Photography
ARTS 4378 Portfolio

CHANGES

ARTS 1303 Pre-Renaissance Art History
TO
ARTS 1303 Art History Survey I

ARTS 2318 Beginning Sculpture
TO
ARTS 2318 Sculpture I

ARTS 3320 Ceramics
TO
ARTS 3320 Ceramics I

ARTS 3385 Surv II:Ren to Pst-Mod Art His
TO
ARTS 3385 Art History Survey II:

ARTS 4019 Undergraduate Seminar in Art
TO
ARTS 4019 Special Topic

ARTS 4318 Sculpture
TO
ARTS 4318 Sculpture II

ARTS 4320 Advanced Ceramics
TO
ARTS 4320 Ceramics II

ARTS 4315 The Business of Art
 TO
 ARTS 4315 Professional Practices in Art

ARTS 4357 Computer Animation for Interactive Games
 TO
 ARTS 4357 3D Interactive Animation

ARTS 4379 Directed Studies
 TO
 ARTS 4079 Independent Study

Department of Dance

ADDITIONS

DANC 2331 Pilates Body Conditioning II
 DANC 2337 Beginning Aerial Dance
 DANC 3301 Pilates Teaching Methods I
 DANC 3337 Int/Adv Aerial Dance
 DANC 4301 Pilates Teaching Methods II
 DANC 5092 Special Topic

DELETIONS

DANC 1207 Improvisational Technique
 DANC 1301 Rhythmic Structure of Movement

CHANGES

DANC 4392 Seminar in Dance
 TO
 DANC 4092 Special Topic

DANC 4393 Independent Study
 TO
 DANC 4093 Independent Study

DANC 5393 Independent Studies
 TO
 DANC 5093 Independent Study

Department of Mass Communication

ADDITIONS

MCOM 3365 Announcing for Broadcast News
 MCOM 4384 Adv Design for PR&Advertising
 MCOM 5099 Independent Study
 MCOM 5308 Digital Entrepreneurship

CHANGES

MCOM 4382 Special Topics in Public Relations and Advertising
TO
MCOM 4022 Special Topic

MCOM 4399 Directed Study in Mass Communication
TO
MCOM 4099 Independent Study

MCOM 5350 Research in Digital Media
TO
MCOM 5050 Special Topic

School of Music

ADDITIONS

EUPH 5201 Ind Performances-Euphonium
HARP 3202 Applied Harp W/ Jr Recital
MTVO 3100 Platform Performances
MUSI 4069 Special Topic
MUSI 5069 Special Topic
ORGN 3201 Ind Performances-Organ †
ORGN 5201 Ind Performances-Organ
STBS 5201 Ind Performances-String Bass
VNCL 5201 Ind Performances-Cello

DELETIONS

MUSI 3379 A Survey of World Music

CHANGES

COND 5201 Applied Conducting
TO
COND 5001 Applied Conducting

MUSI 3376 Hist Of Mus(Antiquity-JS Bach)
TO
MUSI 3376 Mus His: Antiq through Baroque

MUSI 3377 Hist Of Mus (JS Bach-Present)
TO
MUSI 3377 Mus His: Classic to Present

MUSI 4068 Smnr in Research & Creatv Act
TO
MUSI 4068 Independent Study

MUSI 5068 Seminar in Special Problems

TO
MUSI 5068 Independent Study

MUSI 5398 Foundations in Appl Discipline
TO
MUSI 5398 Adv Study in Appl Discipline

Department of Theatre & Musical Theatre

ADDITIONS

THEA 4092 Independent Study
THEA 4093 Special Topic

DELETIONS

THEA 1114 Theatre Workshop
THEA 4369 Dialects and Accents for the Theatre
THEA 4333 Period Acting Styles

CHANGES

THEA 2361 Drafting in Theatre
TO
THEA 2361 Computer Drafting in Theatre

THEA 4365 Scenography VII: Portfolio Dev
TO
THEA 4365 Portfolio Development

THEA 4387 Worksp Chldrns Creatv Dramatic
TO
THEA 4387 Worksp Chldrns Creative Drama

COLLEGE OF HEALTH SCIENCES

Department of Family and Consumer Science

ADDITIONS

FACS 5385 Sports Nutrition
FACS 5395 Dietary Supplements
FACS 5396 Cultural Food Counseling
FACS 5398 Public Health Nutrition
FACS 4392 Independent Study in Family and Consumer Sciences
FACS 4395 Special Topics in Family and Consumer Sciences
FACS 5097 Special Topics in Family and Consumer Sciences
FACS 5387 Independent Study in Family and Consumer Sciences

CHANGES

FACS 4378 Advanced Nutrition
TO
FACS 3380 Advanced Nutrition

Department of Health Services and Promotion

ADDITIONS

HLTH 3345 Health Statistics
HLTH 3355 Principles US Health Care Sys
HLTH 4395 Special Topics in Health
HLTH 5097 Special Topics in Health

CHANGES

HLTH 5374 Applied Research Methods in Health
TO
HLTH 5374 Research Methods

HLTH 6397 Internship in Health Education
TO
HLTH 6397 Internship

Department of Kinesiology

ADDITIONS

ATTR 3169 Therapeutic Interv I Lab
ATTR 3170 Prevention & Care of Inj Lab
ATTR 3291 Clinical Experiences in AT I
ATTR 3292 Clinical Experiences in AT II
ATTR 3383 Head & Face Injuries in Sport
ATTR 4100 Lower-Extremity Injuries Lab
ATTR 4110 Upper-Extremity Injuries Lab
ATTR 4169 Therapeutic Interv II Lab
ATTR 4175 Gen Med Conditions Lab
ATTR 4291 Clinical Experiences in AT III
ATTR 4292 Clinical Experiences in AT IV
ATTR 4369 Therapeutic Interventions II
ATTR 4375 Gen Med Conditions in Sport
KINE 1120 Martial Arts
KINE 5097 Special Topics in Kinesiology
KINE 5385 Biomechanics of Injury

CHANGES

ATTR 2310 Taping and Bandaging
TO
ATTR 2110 Taping and Bandaging

KINE 3369 Therapeutic Modalities of Athletic Training

TO
ATTR 3369 Therapeutic Interventions I

KINE 3370 Prevention and Care of Injuries
TO
ATTR 3370 Prevention and Care of Injuries

KINE 4369 Adapted Kinesiology
TO
KINE 4369 Adapted Physical Activity

School of Nursing

ADDITIONS

NURS 3251 Cultural Perspectives in Nursg
NURS 4392 Independent Study in Nursing
NURS 4395 Special Topics in Nursing

CHANGES

NURS 3351 Concepts in Nursing Practice I
TO
NURS 3351 Nursing Concepts I

NURS 3640 Mental Health and Illness
TO
NURS 3540 Mental Health and Illness

NURS 4420 Child & Adolescent Nursing
TO
NURS 4520 Child & Adolescent Nursing

NURS 4440 Women's Health and Maternl NB Nursing
TO
NURS 4540 Women's Health and Maternl NB Nursing

COLLEGE OF HUMANITIES AND SOCIAL SCIENCES

Department of Communication Studies

ADDITIONS

COMS 3350 Communication and Pop Culture
COMS 3360 Interpreting Visual Images

CHANGES

COMS 4391 Undergraduate Seminar in Communication Studies
TO
COMS 4091 Independent Study in Communication Studies

Department of English

CHANGES

ENGL 3372 The English Language
TO
ENGL 3372 Introduction to Linguistics

Department of Foreign Languages

ADDITIONS

SPAN 4374 Spanish for Health Professions

CHANGES

SPAN 3370 Spanish for Business
TO
SPAN 4372 Spanish for Business

SPAN 3371 Spanish for Criminal Justice
TO
SPAN 4371 Spanish for Criminal Justice

Department of History

ADDITIONS

HIST 3355 Urban and Suburban History

CHANGES

HIST 3337 Reformation Europe
TO
HIST 3337 The Bible and Reform in Europe

Department of Political Science

ADDITIONS

PADM 5390 Global Disaster Politics
PADM 5391 Emergency Management
PADM 5392 Decision Making in Pub Adm

Department of Psychology and Philosophy

CHANGES

PHIL 4361 Philosophy of Mind and Consciousness
TO

PHIL 4361 Philosophy of Psychology and Mind

Department of Sociology

ADDITIONS

SOCI 5319 Sociology of Entrepreneurship
SOCI 5321 Cultural Sociology
SOCI 5325 Sem in Food and Society

COLLEGE OF SCIENCES

Department of Agricultural and Engineering Technologies

ADDITIONS

ACOM 2396 Special Topics in Ag Communications
ACOM 4396 Directed Studies in Ag Comm
AGBU 2396 Special Topics in Ag Business
AGBU 4396 Directed Studies in Ag Bus.
AGED 2396 Special Topics in Ag Education
AGED 4396 Directed Studies in Ag Ed
AGET 2396 Special Topics in Ag Engineering Tech
AGET 4396 Directed Studies in Ag EngTech
ANSC 2396 Special Topics in Animal Science
ANSC 4396 Directed Studies in Animal Sci
PLSC 2396 Special Topics in Plant & Soil Science
PLSC 4396 Directed Studies in Plant Sci.

DELETIONS

AGRI 5375 Statistical Methods in Agriculture

CHANGES

AGRI 1107 Plant Science Laboratory
TO
PLSC 1107 Plant Science Laboratory

AGRI 1119 Animal Science Laboratory
TO
ANSC 1119 Animal Science Laboratory

AGRI 1307 Plant Science
TO
PLSC 1307 Plant Science

AGRI 1319 Animal Science
TO
ANSC 1319 Animal Science

AGRI TO	2301	Fund of Power Units & Ctrl Sys
AGET	2301	Fund of Power Units & Ctrl Sys
AGRI TO	2303	Introduction to Agricultural Mechanization and Engineering
AGET	2303	Intro to Ag Engineering Tech
AGRI TO	2317	Principles of Agri Economics
AGBU	2317	Principles of Agri Economics
AGRI TO	2321	Livestock Evaluatn & Selection
ANSC	2321	Livestock Evaluatn & Selection
AGRI TO	2330	Companion Animal Science
ANSC	2330	Companion Animal Science
AGRI TO	2360	Animals and Society
ANSC	2360	Animals and Society
AGRI TO	2364	Equine Science
EQSC	2364	Equine Science
AGRI TO	2375	Turfgrass Science
PLSC	2375	Turfgrass Science
AGRI TO	2385	Analysis of the Agr Sector
AGBU	2385	Analysis of the Agr Sector
AGRI TO	2389	Agribusiness FinancI Analysis
AGBU	2389	Agribusiness FinancI Analysis
AGRI TO	2390	Selection & Eval of Horses
EQSC	2390	Selection & Eval of Horses
AGRI TO	2395	Ornamental Plant Identificatn
PLSC	2395	Ornamental Plant Identificatn
AGRI TO	2399	Floral Design
PLSC	2399	Floral Design

AGRI TO	3300	Agricultural Electrification
AGET	3300	Agricultural Electrification
AGRI TO	3310	Teaching Ag Technology
AGED	3310	Teaching Ag Technology
AGRI TO	3320	Interdiscip Agr Sci & Technol
AGED	3320	Interdiscip Agr Sci & Technol
AGRI TO	3336	Livestock Marketing
ANSC	3336	Livestock Marketing
AGRI TO	3340	Equine Behavior & Training I
EQSC	3340	Equine Behavior & Training I
AGRI TO	3350	Agribusiness for Ag Sci Teachr
AGBU	3350	Agribusiness for Ag Sci Teachr
AGRI TO	3360	Comm Skills for Agriculturists
ACOM	3360	Comm Skills for Agriculturists
AGRI TO	3363	Anatomy/Physiology-Dom. Animal
ANSC	3363	Anatomy/Physiology-Dom. Animal
AGRI TO	3367	Agricultural Finance
AGBU	3367	Agricultural Finance
AGRI TO	3373	Animal Nutrition
ANSC	3373	Animal Nutrition
AGRI TO	3374	Production & Mgt Ornaments
PLSC	3374	Production & Mgt Ornaments
AGRI TO	3376	Meat Science
ANSC	3376	Meat Science
AGRI TO	3377	Farm & Ranch Management

AGBU	3377	Farm & Ranch Management
AGRI	3379	Turfgrass Culture
TO		
PLSC	3379	Turfgrass Culture
AGRI	3380	Agricultural Machinery
TO		
AGET	3380	Agricultural Machinery
AGRI	3381	Game Animal Production
TO		
WMGT	3381	Game Animal Production
AGRI	3383	Soil & Water Conservation Engr
TO		
AGET	3383	Soil & Water Conservation Engr
AGRI	3385	Quant Mthds for Agribusiness
TO		
AGBU	3385	Quant Mthds for Agribusiness
AGRI	3386	Ag Structures & Envir Ctrl Sys
TO		
AGET	3386	Ag Structures & Envir Ctrl Sys
AGRI	3395	Plant Propagation Techniques
TO		
PLSC	3395	Plant Propagation Techniques
AGRI	3398	Landscape Design I
TO		
PLSC	3398	Landscape Design
AGRI	3440	Soil Science
TO		
PLSC	3440	Soil Science
AGRI	4310	Animal Growth & Performance
TO		
ANSC	4310	Animal Growth & Performance
AGRI	4320	Fruit & Vegetable Production
TO		
PLSC	4320	Fruit & Vegetable Production
AGRI	4330	Soil Fertility Mgt Fertilizers
TO		
PLSC	4330	Soil Fertility Mgt Fertilizers
AGRI	4336	Stocker & Feedlot Management

TO			
ANSC	4336	Stocker & Feedlot Management	
AGRI	4337	Behavior & Mgmt of Domestic Anim	
TO			
ANSC	4337	Behavior & Mgmt of Domestic Anim	
AGRI	4339	Adv Livestock & Horse Eval	
TO			
ANSC	4339	Adv Livestock & Horse Eval	
AGRI	4340	Agribusiness Marketing	
TO			
AGBU	4340	Agribusiness Marketing	
AGRI	4360	Livestock Mgt Techniques	
TO			
ANSC	4360	Livestock Mgt Techniques	
AGRI	4362	Agribusiness Org & Mgt	
TO			
AGBU	4361	Agribusiness Org & Mgt	
AGRI	4362	Natural Resources Economics	
TO			
AGBU	4362	Natural Resources Economics	
AGRI	4363	Agricultural Sales & Consultng	
TO			
AGBU	4363	Agricultural Sales & Consultng	
AGRI	4365	Legal Issues in Agribusiness	
TO			
AGBU	4365	Legal Issues in Agribusiness	
AGRI	4367	Stock Horse Equitation	
TO			
EQSC	4367	Stock Horse Equitation	
AGRI	4368	Landscape Design II	
TO			
PLSC	4368	Landscape Design II	
AGRI	4370	Forage Crops & Pasture Mgmt	
TO			
PLSC	4370	Forage Crops & Pasture Mgmt	
AGRI	4372	Sports Turf Management	
TO			
PLSC	4372	Sports Turf Management	

AGRI TO	4373	Equine Reproduction
EQSC	4373	Equine Reproduction
AGRI TO	4374	Agr Mkt Analysis & Prices
AGBU	4374	Agr Mkt Analysis & Prices
AGRI TO	4375	Advanced Agribusiness Mgt
AGBU	4375	Advanced Agribusiness Mgt
AGRI TO	4376	Sheep & Goat Production & Mgt
ANSC	4376	Sheep & Goat Production & Mgt
AGRI TO	4377	Economics of Land Use & Planng
AGBU	4377	Economics of Land Use & Planng
AGRI TO	4379	Equine Nutrition
EQSC	4379	Equine Nutrition
AGRI TO	4380	Beef Cattle Production & Mgmt
ANSC	4380	Beef Cattle Production & Mgmt
AGRI TO	4381	Advanced Agricultural Mechanics
AGET	4381	Advanced Ag Engineering Tech
AGRI TO	4383	Range Management
PLSC	4383	Range Management
AGRI TO	4384	Fusng & Joining Met & Non-Met
AGET	4384	Fusng & Joining Met & Non-Met
AGRI TO	4385	Applied Electronics/Hydraulics
AGET	4385	Applied Electronics/Hydraulics
AGRI TO	4386	Agriculture & Govt Programs
AGBU	4386	Agriculture & Govt Programs
AGRI TO	4387	Agricultural Engines & Tractor
AGET	4387	Agricultural Engines & Tractor

AGRI TO	4389	Animal Reproduction
ANSC	4389	Animal Reproduction
AGRI TO	4390	Turf & Cropland Irr & Drainage
AGET	4390	Turf & Cropland Irr & Drainage
AGRI TO	4391	Equine Behavior & Training II
EQSC	4391	Equine Behavior & Training II
AGRI TO	4392	GPS App in Agr & Construction
AGET	4392	GPS App in Agr & Construction
AGRI TO	4393	Renewable Energy Srces for Agr
AGET	4393	Renewable Energy Srces for Agr
AGRI TO	4394	Animal Feeds & Feeding
ANSC	4394	Animal Feeds & Feeding
AGRI TO	4395	Animal Breeding & Genetics
ANSC	4395	Animal Breeding & Genetics
AGRI TO	4397	Integrated Pest Management
PLSC	4397	Integrated Pest Management
AGRI TO	4398	Animal Diseases & Public Hlth
ANSC	4398	Animal Diseases & Public Hlth
ITEC TO	1100	Intro to Pro Leadership Skills
ETEC	1100	Intro to Pro Leadership Skills
ITEC TO	1340	Electronics Technology I
ETEE	1340	Electronics Technology I
ITEC TO	1361	Engineering Graphics
ETDD	1361	Engineering Graphics
ITEC TO	1363	Construction Technology

ETCM	1363	Construction Technology
ITEC TO	1366	Machining Technology I
ETDD	1366	Machining Technology I
ITEC TO	1371	Descriptive Geometry
ETEC	1371	Descriptive Geometry
ITEC TO	1390	Intro -Computer Aided Drafting
ETDD	1390	Intro -Computer Aided Drafting
ITEC TO	2320	Electronics Technology II
ETEE	2320	Electronics Technology II
ITEC TO	2350	Solid State Electronics
ETEE	2350	Solid State Electronics
ITEC TO	2363	Home Planning
ETCM	2363	Architectural Design
ITEC TO	2367	Elements of Metal Technology
ETDD	2367	Elements of Metal Technology
ITEC TO	3300	Technology Innovations
ETEC	3300	Technology Innovations
ITEC TO	3310	Product Design & Development
ETDD	3310	Product Design & Development
ITEC TO	3360	Related Sci Mth & Tech In Occ
ETEC	3360	Related Sci Mth & Tech In Occ
ITEC TO	3361	Related Sci Mth & Tech In Occ
ETEC	3361	Related Sci Mth & Tech In Occ
ITEC TO	3362	Manipulative Skills In Occupptn
ETEC	3362	Manipulative Skills In Occupptn
ITEC	3363	Manipulative Skills In Occupptn

TO			
ETEC	3363	Manipulative Skills In Occupptn	
ITEC	3364	Rel Subj in Occupptnl Pers Qual	
TO			
ETEC	3364	Rel Subj in Occupptnl Pers Qual	
ITEC	3365	Rel Subj in Occupptnl Pers Qual	
TO			
ETEC	3365	Rel Subj in Occupptnl Pers Qual	
ITEC	3368	Construction Processes	
TO			
ETCM	3368	Construction Processes	
ITEC	3370	Construction Technology II	
TO			
ETCM	3370	Construction Technology II	
ITEC	3371	Civil Drafting	
TO			
ETCM	3371	Civil Drafting	
ITEC	3372	Construction Drafting	
TO			
ETCM	3372	Construction Drafting	
ITEC	3373	Industrial Electronics	
TO			
ETEE	3373	Industrial Electronics	
ITEC	3374	Time And Motion Study	
TO			
ETEC	3374	Time And Motion Study	
ITEC	3375	Statics	
TO			
ETEC	3375	Statics	
ITEC	3379	Industrial Systems Drafting	
TO			
ETDD	3379	Industrial Systems Drafting	
ITEC	3382	Issues in Nanotechnology Safty	
TO			
ETSM	3382	Issues in Nanotechnology Safty	
ITEC	4330	Construction Mgt & Procedures	
TO			
ETCM	4330	Construction Mgt & Procedures	

ITEC TO	4339	Computer-Aided Drafting Produc
ETDD	4339	Computer-Aided Drafting Produc
ITEC TO	4340	Alternative Energy Technology
ETEC	4340	Alternative Energy Technology
ITEC TO	4363	Safety Program Management
ETSM	4363	Safety Program Management
ITEC TO	4367	Engineering Materials Techn
ETEC	4367	Engineering Materials Techn
ITEC TO	4368	Building Materials
ETCM	4368	Building Materials
ITEC TO	4369	Spec Topics in Industrial Tech
ETEC	4369	Spec Topics in Industrial Tech
ITEC TO	4370	Construction Plans & Documents
ETCM	4370	Construction Plans & Documents
ITEC TO	4373	Digital Electronics
ETEE	4373	Digital Electronics
ITEC TO	4380	Material Hand & Plant Layout
ETDD	4380	Material Hand & Plant Layout
ITEC TO	4382	Industrial Safety
ETSM	4382	Industrial Safety
ITEC TO	4384	Supervisory Personnel Practice
ETEC	4384	Supervisory Personnel Practice
ITEC TO	4388	3D Parametric Design
ETDD	4388	3D Parametric Design
ITEC TO	4390	Directed Studies
ETEC	4390	Directed Studies

ITEC	4391	Work Base Mentorship
TO		
ETEC	4391	Work Base Mentorship
ITEC	5369	Spcl Tpcs in Adv Indstrl Tech
TO		
ETEC	5369	Spcl Tpcs in Adv Indstrl Tech
ITEC	5390	Directed Studies
TO		
ETEC	5390	Directed Studies
ITEC	5398	Hist & Phil Industrial Edu
TO		
ETEC	5398	Hist & Phil Industrial Edu
ITEC	6099	Thesis
TO		
ETEC	6099	Thesis
ITEC	6331	Plant Layout & Mtls Hand
TO		
ETEC	6331	Plant Layout & Mtls Hand
ITEC	6334	Materials Test Technology
TO		
ETEC	6334	Materials Test Technology
ITEC	6335	Prin Tcng of Research & Ind Ed
TO		
ETEC	6335	Prin Tcng of Research & Ind Ed
ITEC	6398	Thesis
TO		
ETEC	6398	Thesis
ITEC	6399	Thesis
TO		
ETEC	6399	Thesis

Department of Biological Sciences

CHANGES

BIOL	3380	Field Biology
TO		
BIOL	4080	Field and Experiential Biology
BIOL	5095	Special Graduate Topics in Biology
TO		

BIOL 5095 Independent Grad Study in BIOL

Department of Chemistry

CHANGES

CHEM 3438 Introductory Biochemistry

TO

CHEM 3438 Biochemistry I

CHEM 3339 Metabolism

TO

CHEM 3439 Biochemistry II

Department of Geography and Geology

ADDITIONS

GEOG 4361 GIS for Public Health

GEOG 5371 GIS in Energy-Related Fields

GEOG 5373 Introduction to LiDAR & Radar

GEOG 5374 Advanced GIS Analysis

GEOL 3415 Paleontology of Invertebrates

DELETIONS

GEOG 6261 Seminar in Applied GIS Research Methods

CHANGES

GEOG 6161 Graduate Seminar in GIS

TO

GEOG 6061 Graduate Seminar in GIS

GEOL 3304 Geochemistry

TO

GEOL 4304 Geochemistry

Department of Mathematics and Statistics

ADDITIONS

MATH 4395 Undergraduate Research

STAT 5375 Stat Methods for Agriculture

SUL ROSS STATE UNIVERSITY

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

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

<u>PROGRAM</u>	<u>COURSE ADDITIONS</u>	<u>COURSE DELETIONS</u>	<u>COURSE CHANGES: PREFIX, NUMBER, AND/OR TITLE</u>	<u>NET ADDITIONS/ DELETIONS</u>
****<u>COLLEGE OF AGRICULTURAL AND NATURAL RESOURCE SCIENCES</u>****				
<u>Department:</u>				
Animal Science	4	-26	7	-22
Natural Resource Management	11	-1	2	10
Subtotal	15	-27	9	-12
****<u>COLLEGE OF ARTS AND SCIENCES</u>****				
<u>Department:</u>				
Academic Center for Excellence	13	-3	2	10
Behavioral and Social Sciences	0	-1	2	-1
Biology, Geology, and Physical Sciences	3	-1	0	2
Computer Science and Mathematics	28	-2	4	26
Fine Arts and Communication	14	-1	8	13
Languages and Literature	1	-1	0	0
Subtotal	59	-9	16	50

****COLLEGE OF PROFESSIONAL STUDIES****

Department:

Criminal Justice	12	0	1	12
Education	6	0	0	6
Industrial Technology	1	-1	0	0
Subtotal	19	-1	1	18
TOTAL	93	-37	26	56

****RIO GRANDE COLLEGE****

****DEPARTMENT OF BUSINESS ADMINISTRATION****

Program:

Business Administration	1	-1	0	0
Subtotal	1	-1	0	0

****DEPARTMENT OF EDUCATION****

Program:

Education	1	0	0	1
Subtotal	1	0	0	1

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

Program:

Psychology	1	0	0	1
Subtotal	1	0	0	1
TOTAL	3	-1	0	1

RGC course changes to match with SRSU Alpine curriculum.

COLLEGE OF AGRICULTURAL AND NATURAL RESOURCE SCIENCES

Department of Animal Science

ADDITIONS

ANSC 2301	Exotic Game Animal Management
ANSC 2302	Exotic Game Animal Management II
ANSC 3304	Wildgame Hospitality, Conservation and Ethics
ANSC 3317	Livestock and Wildlife Nutrition

DELETIONS

ANSC 1402	Agronomy
ANSC 1403	Clinical Assistance
ANSC 1411	Basic Farrier Training
ANSC 2201	Live Animal Evaluation
ANSC 2202	Small Animal Clinic Nutr
ANSC 2300	Vet Ethics & Clinic Proc
ANSC 2306	Small Animal Management
ANSC 2307	Blacksmithing
ANSC 2403	Equine Lameness & Vet Ft Cr
ANSC 2405	Equine Vet Footcare
ANSC 2408	Ornamntl Mtl Working
ANSC 3202	Summary Review Vet Tech Course
ANSC 3314	Farrier Bus App & Ethics
ANSC 3401	Corrective Horse Shoeing
ANSC 3406	Meat Science
ANSC 3601	Practicum Veterinary Tech
ANSC 4303	Adv Animal Nutri
ANSC 4601	Tech In Agri Enterprises
ANSC 4602	Pract/Meat Ind Mgt
RAS 2202	Equine Perform & Conform
RAS 2405	Equine Vet Footcare
RAS 3303	Principles of Agri Leadership
RAS 3307	Equine Reproduction Managt
RAS 4301	Environmental Assessment
RAS 4315	Farm & Ranch Rec & Accting
RAS 5306	Agricultural Biochemistry

CHANGES

ANSC 1101	Seminar TO
ANSC 1101	Freshman Seminar
ANSC 2413	Animal Nutrition Feeds & Feeding TO
ANSC 3316	Feed Manufacturing and Formulation
ANSC 2501	Animal Anat & Physiology TO
ANSC 2310	Anatomy and Physiology of Domestic Animals

ANSC 3303 Principles of Agricultural Leadership
TO
ANSC 2313 Principles of Agricultural Leadership

ANSC 3312 Current Issues in Agriculture
TO
ANSC 2312 Current Issues in Agriculture

ANSC 3306 Veterinary Parasitology
TO
ANSC 3306 Exotic Game Animal Behavior

ANSC 3313 Equine Exercise Physiology
TO
ANSC 2315 Equine Anatomy and Exercise Physiology

Department of Natural Resource Management

ADDITIONS

AGB 3304 Range Use Economics
AGB 4301 Sustainability & Diversity in Ranch Business
RCH 1301 Animal Husbandry I
RCH 1302 Advanced Animal Husbandry II
RCH 2101 Ranch Management Skills
RCH 3301 Sustainability in Agriculture
RCH 3302 The Outdoor Hospitality Industry
RCH 4101 Advanced Ranch Management Skills
RCH 4301 Ranch Ecosystem Management
RCH 4302 Ranch Maps & Mapping
RCH 4601 Ranch Internship

DELETIONS

AGB 4305 Economic Taxation of Agricultural

CHANGES

AGB 3402 Agricultural Marketing
TO
AGB 3302 Agricultural Marketing

NRM 1101 Seminar
TO
NRM 1101 Freshman Seminar

COLLEGE OF ARTS AND SCIENCES

Academic Center for Excellence

ADDITIONS

ED 0100 ED 0300 Reading Review
ED B100 BASE Reading Review
ED 0200 BASE Reading Skills

ENG	0100	ENG 0300 Writing Review
ENG	0110	ENG 0310 IRW Review
ENG	B100	Base Writing Review
ENG	0200	BASE Writing Skills
ESL	0300	ESL Reading and Vocabulary
ESL	0301	ESL English Composition
MATH	0100	Math 0300 Review
MATH	0101	Math 0301 Review
MATH	B100	BASE Math Review
MATH	0200	BASE Math Skills

DELETIONS

ED	NCBI	Non-Course Based Reading
ENG	NCBI	Non-Course Based Writing
MATH	NCBI	Non-Course Based Math

CHANGES

NCBI	0111	NCBI Differentiated Placement TO
NCBO	0111	NCBO Tutoring
NCBI	0112	NCBI Academic Support TO
NCBO	0112	NCBO Academic Support

Department of Behavioral and Social Sciences

DELETIONS

HIST	4301	History of World Religious
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CHANGES

HIST	3309	History of Texas TO
HIST	2309	History of Texas
HIST	3314	Blacks in the United States TO
HIST	3314	History of African Americans

Department of Biological and Earth Physical Sciences

ADDITIONS

BIOL	2420	Special Topics with Laboratory
GEOL	3421	Special Topics
GEOL	4421	Special Topics

DELETIONS

BIOL	5306	Phytochemistry
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Department of Computer Science and Mathematics

ADDITIONS

CS	2330	Introduction to Databases
CSAT	2307	Introduction to Audio
CSAT	3340	Advanced Animation
CSAT	3380	Motion Capture
CSAT	4301	Voice-Over Techniques
CSAT	4302	Advanced Maya
CSAT	4311	Capstone II
CSST	1170	Ethics of Computer/Network Resources
CSST	1340	Systems Administration/Virtualization
CSST	2303	Individual Studies
CSST	2306	Special Topics
CSST	2370	Fundamental Security Design
CSST	2372	Fundamental Information Assurance and Guidelines
CSST	2374	Cyber Threats and Defenses
CSST	2376	Introduction to Cryptography
CSST	3303	Individual Studies
CSST	3306	Special Topics
CSST	3322	Secure Programming Practices
CSST	3330	Database Systems
CSST	3370	Supply Chain Security
CSST	3372	Securing Hardware/Firmware
CSST	3382	Cyber Security Planning and Management
CSST	4372	Intrusion Detection/Prevention Systems
CSST	4374	Network Defense
CSST	4380	Security Risk Analysis
CSST	4382	Life-Cycle Security
CSST	4384	Quality Assurance/Functional Testing
CSST	4390	Senior Capstone

DELETIONS

CSAT	2313	Intro to 3-D Design
CSAT	3351	Advanced Three-Dimensional Imaging

CHANGES

CSAT	1307	Art History for the Designer TO
CSAT	3310	Art History for the Designer
CSAT	1320	Acting for Animation TO
CSAT	3301	Acting for Animation
CSAT	3330	3-D Design TO
CSAT	3330	Introduction to Maya
CSAT	3342	Audio Editing TO
CSAT	3342	Advanced Audio Production

Department of Fine Arts and Communication

ADDITIONS

COMM1325	Introduction to Film Studies
COMM1330	Introduction to Strategic Communication
COMM1335	Introduction to Communication Studies
COMM2309	Communication and Sport
COMM2335	Visual Communication
MUS 2112	Musical Theatre Ensemble
MUS 4112	Adv. Musical Theatre Ensemble
MUS 4312	History of Music II
MUS 5112	Musical Theatre Ensemble
THEA 1112	Musical Theatre Performance
THEA 2112	Musical Theatre Performance
THEA 3112	Musical Theatre Performance
THEA 4112	Musical Theatre Performance
THEA 5112	Musical Theatre Performance

DELETIONS

THEA 4302	Theatre History
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CHANGES

COMM1318	Interpersonal Communications TO
COMM1318	Interpersonal Communication
COMM3309	Family Communications TO
COMM3309	Family Communication
COMM4305	Communication in Human Relations TO
COMM4305	Relational Communication
COMM4306	Public Relations TO
COMM3320	Principles of Public Relations
COMM 5310	Special Topics TO
COMM5310	Internet and Society
MUS 1112	Music Theatre Ensemble TO
MUS 1112	Vocal Ensemble
MUS 4311	History and Literature of Music TO
MUS 4311	History of Music I

THEA 5303 Seminar in Theatre Arts and Techniques
TO
THEA 5303 Seminar in Theatre

Department of Languages and Literature

ADDITIONS

ENG 4300 Portfolio Capstone

DELETIONS

ENG 4101 Portfolio Capstone

COLLEGE OF PROFESSIONAL STUDIES

Department of Criminal Justice

ADDITIONS

CJ 1302 Introduction to Homeland Security
CJ 3101 Independent Study
CJ 3201 Independent Study
CJ 3320 Emergency Management
CJ 3321 Human Trafficking
CJ 3322 Cybersecurity
CJ 4322 Topics in Homeland Security
CJ 4323 Transnational Crime
CJ 4324 Immigration Issues
CJ 5324 Social Deviance
CJ 5335 Human Trafficking
CJ 5338 Cybersecurity

CHANGES

CJ 4318 Homeland Security
TO
CJ 4318 Advanced Homeland Security

Department of Education

ADDITIONS

KES 1310 Essentials of Public Health
KES 2304 Essentials of Epidemiology
KES 2312 Essentials of Global Health
KES 2314 Essentials of Health Behavior and Health Promotion
KES 3310 Community Health Assessment
KES 4310 Program Planning and Evaluation

Department of Industrial Technology

ADDITIONS

AST 2331 Desktop Publishing

DELETIONS

AST 3382 Desktop Publishing Applications

RIO GRANDE COLLEGE

Department of Business Administration

ADDITIONS

MGT 4345 International Management

DELETIONS

IBUS 4345 International Management

Department of Education

ADDITIONS

EDUC 6309 Human Growth and Development with Emphasis on Adult Learning Pedagogy

Department of Natural and Behavioral Sciences

ADDITIONS

PSCH 4335 History of Psychology

Texas State University

Curriculum Changes

COLLEGE/ACADEMIC UNIT	ADDITIONS	DELETIONS	CHANGES	NET ADDITIONS/ DELETIONS
<u>MCCOY COLLEGE OF BUSINESS</u>				
<u>ADMINISTRATION</u>				
Accounting	0	0	4	0
Computer Information Systems and Quantitative Methods	0	0	3	0
Finance and Economics	0	0	8	0
Management	0	0	6	0
Marketing	0	0	2	0
<u>COLLEGE OF EDUCATION</u>				
Counseling, Leadership, Adult Education, and School Psychology	0	0	8	0
Curriculum and Instruction	0	0	2	0
Health and Human Performance	0	0	28	0
<u>COLLEGE OF FINE ARTS AND COMMUNICATION</u>				
Art and Design	0	0	3	0
Communication Studies	0	0	8	0
Music	0	0	4	0
Theatre and Dance	0	0	3	0
<u>COLLEGE OF HEALTH PROFESSIONS</u>				
Health Information Management	13	0	2	13
Nursing	24	0	25	24
Physical Therapy	0	0	2	0
Respiratory Care	0	0	1	0
<u>COLLEGE OF LIBERAL ARTS</u>				
Modern Languages	0	0	3	0
Philosophy	0	0	3	0
<u>COLLEGE OF SCIENCE AND ENGINEERING</u>				
Biology	0	0	5	0
Chemistry and Biochemistry	0	0	5	0
Engineering	0	0	1	0
TOTAL	37	0	126	37

MCCOY COLLEGE OF BUSINESS ADMINISTRATION

Department of Accounting

CHANGES:

ACC 2361 Introduction to Financial Accounting
ACC 2362 Introduction to Managerial Accounting
ACC 5371 Accounting Information Systems
ACC 5373 Fraud Detection and Prevention

Department of Computer Information Systems and Quantitative Methods

CHANGES:

CIS 3380 Enterprise Information Technology and Business Intelligence
CIS 4399 Computer Information Systems Internship
QMST 2333 Business Statistics

Department of Finance and Economics

CHANGES:

BLAW 3360 Business Organizations and Government Regulations
BLAW 3363 International Business Law
BLAW 3364 Commercial Law
BLAW 3367 Employment Law
ECO 2314 Principles of Microeconomics
ECO 2315 Principles of Macroeconomics
ECO 4313 Econometrics
FIN 3312 Business Finance

Department of Management

CHANGES:

MGT 3360 Studies in Entrepreneurship
MGT 3362 Issues in Family Business
MGT 4372 Effective Leadership
MGT 4390G Cross-Cultural Human Relations
MGT 4390J Organizational Change
MGT 4395 Management Internship

Department of Marketing

CHANGES:

MKT 3343 Principles of Marketing
MKT 3375 Marketing for Social Change

COLLEGE OF EDUCATION

Department of Counseling, Leadership, Adult Education, and School Psychology

CHANGES:

COUN 5346 Filial Therapy
COUN 5351 Current Issues in Marriage, Couple and Family Therapy
COUN 5360 Intermediate Methods in Marital, Couple and Family Counseling
COUN 5381 Sandtray Therapy Methods
ED 7111 Collaborative Inquiry Project, Phase I: Field-Based Assessment and Planning
ED 7112 Collaborative Inquiry Project, Phase II: Field-Based Implementation
ED 7113 Collaborative Inquiry Project, Phase III: Field-Based Evaluation
SAHE 5393 Diverse Students and the College Experience

Department of Curriculum and Instruction

CHANGES:

CI 4350 Mathematics in the Integrated Elementary Curriculum
CI 4355 Science in Elementary Education

Department of Health and Human Performance

CHANGES:

AT 5307 Bioenergetics of Exercise and Rehabilitation
AT 5308 Therapeutic Exercise and Rehabilitation
AT 5310 Proprioception and Neuromuscular Control in Rehabilitation
AT 5311 Biomechanics of Musculoskeletal Injury
AT 5312 Evidence-Based Practice in Sports Medicine
AT 5318 Therapeutic Evaluation and Intervention
ESS 1100 Lifetime Fitness and Wellness
ESS 1172 Beginning Field Sports
ESS 1175 Beginning Jogging and Conditioning
ESS 1176 Beginning Tennis, Badminton, and Other Racket Sports
ESS 1178 Beginning Volleyball and Basketball
ESS 1179 Beginning Weight Training
ESS 3117 Laboratory in Exercise Physiology
ESS 3317 Exercise Physiology
ESS 3320 Biomechanics
ESS 3323 Psychological Aspects of Exercise and Sport Science
ESS 4317 Fitness Assessment and Exercise Prescription
ESS 4318 Fitness Assessment and Exercise Prescription Practicum
ESS 4319 Clinical Exercise Physiology
ESS 4320 Resistance Training and Conditioning
ESS 4660 Exercise and Sports Science Internship
ESS 5322 Inclusion and Diversity in Physical Activity and Sport
ESS 5344 Improving Instruction and Assessment in Physical Activity and Sport
ESS 5353 Curriculum and Instruction in Physical Activity and Sport
H ED 3321 Health in the Elementary Setting
H ED 4660 Internship in Health and Wellness Promotion
REC 4320 Therapeutic Recreation for Persons with Psychiatric Conditions
REC 4370 Principles of Therapeutic Recreation

COLLEGE OF FINE ARTS AND COMMUNICATION

School of Art and Design

CHANGES:

ARTC 3307 Interactive Media I
ARTC 4308 Interactive Media II
ARTC 4315 Senior Portfolio Presentation and Self Promotion

Department of Communication Studies

CHANGES:

COMM 3302 Rhetorical Research Methods
COMM 3330 Nonverbal Communication
COMM 3358 Professional Communication
COMM 4307 Media Criticism
COMM 4322 Rhetoric of Protest Movements
COMM 4326 Health Communication
COMM 4329 Communication Training and Human Resource Development
COMM 4390 Communication Internship

School of Music

CHANGES:

MU 3241 Instrumental Performance Literature
MU 4255G String Pedagogy
MU 4256G String Literature
MU 4312 Guitar Class IV

Department of Theatre and Dance

CHANGES:

DAN 1180 Beginning Ballet

DAN 2181 Intermediate Ballet

DAN 3182 Advanced Ballet

COLLEGE OF HEALTH PROFESSIONS

Department of Health Information Management

ADDITIONS:

HIM 5311 Informatics, Analytics and Data Use

HIM 5320 Research Methods for HIM

HIM 5340 Healthcare Informatics

HIM 5341 Healthcare Terminologies and Vocabularies

HIM 5342 Information Systems and Technology

HIM 5351 Data Security, Privacy, and Confidentiality

HIM 5363 Health Data Content Structure and Standards

HIM 5370 Healthcare Finance and Revenue Cycle Management

HIM 5382 Compliance for HIM Topics

HIM 5390 Contemporary Leadership Principles for HIM

HIM 5397 HIM Directed Practicum

HIM 5399A Thesis

HIM 5399B Thesis

CHANGES:

HIM 5301 The Enterprise Electronic Health Record

HIM 5380 Quality Improvement in Health Care

St. David's School of Nursing

ADDITIONS:

NURS 7101 Culturally Competent Population Healthcare Practicum

NURS 7123 Evidence-based Practice in Nursing and Healthcare II

NURS 7124 Evidence-based Practice in Nursing and Healthcare III

NURS 7139 DNP Elective Practicum

NURS 7200 Roles and Responsibilities of DNP's

NURS 7210 Transformational Change: Leadership in Healthcare

NURS 7222 Evidence-based Practice in Nursing and Healthcare I

NURS 7232 DNP Practicum III

NURS 7311 Business, Finance, and Economics in Healthcare

NURS 7312 Health Systems Policy and Innovation

NURS 7320 Applied Statistics and Research Design

NURS 7321 Informatics in Nursing Practice

NURS 7330 DNP Practicum I

NURS 7331 DNP Practicum II

NURS 7340 Curriculum Design and Evaluation in Nursing Education

NURS 7341 Teaching and Evaluating Adult Learners in a Nursing Curriculum

NURS 7342 Technology in Nursing Education

NURS 7350 Functional Nutrition for APRNs

NURS 7351 Wellness, Health Promotion and Disease Prevention for APRNs

NURS 7352 Integrative Health: Concepts of Health and Healing

NURS 7360 Strategic Planning in Nursing

NURS 7361 Organizational Analysis and Design

NURS 7362 Payment Systems and the Impact on Patient Care

NURS 7401 Epidemiology, Genetics, and Population Healthcare

CHANGES:

NURS 3110 Health Assessment Across the Life Span Practicum

NURS 3121 Essentials of Nursing Care Practicum

NURS 3221 Essentials of Nursing Care

NURS 3230 Healthcare Systems

NURS 3240 Nursing Care Across the Life Span Practicum

NURS 3241 Acute Nursing Care of Adults Practicum
NURS 3250 Health Assessment Across the Life Span
NURS 3260 Psychiatric Mental Health Nursing Practicum
NURS 3300 Foundations of Professional Nursing Practice
NURS 3302 Research and Ethics
NURS 3430 Pathophysiology and Pharmacology for Nurses
NURS 3440 Nursing Care Across the Life Span
NURS 3441 Acute Nursing Care of Adults
NURS 3460 Psychiatric Mental Health Nursing
NURS 4201 Professional Growth and Empowerment
NURS 4211 Nursing Care in Complex Health Practicum
NURS 4241 Leadership and Management of Nursing Care Practicum
NURS 4250 Maternal, Newborn, and Pediatric Nursing Practicum
NURS 4272 Leadership and Management of Nursing Care II
NURS 4280 Community-Based Nursing Practicum
NURS 4311 Nursing Care in Complex Health
NURS 4350 Maternal, Newborn, and Pediatric Nursing
NURS 4380 Community-Based Nursing
NURS 4441 Leadership and Management of Nursing Care
NURS 4471 Leadership and Management of Nursing Care II Practicum

Department of Physical Therapy

CHANGES:

PT 7346 Neuroscience III

PT 7356 Neuroscience IV

Department of Respiratory Care

CHANGE:

RC 4316 RC Clinical Practice IV

COLLEGE OF LIBERAL ARTS

Department of Modern Languages

CHANGES:

SPAN 3340 Advanced Spanish Grammar and Stylistics

SPAN 4312 Contemporary Aspects of Hispanic Linguistics

SPAN 5600 Internship and Foreign Study

Department of Philosophy

CHANGES:

REL 2360 Asian Religions

REL 3366 Topics in Comparative Religion

REL 3381 The Philosophical and Spiritual Heritage of India

COLLEGE OF SCIENCE AND ENGINEERING

Department of Biology

CHANGES:

BIO 3480 Histology

BIO 4305 Nature Study

BIO 4408 Science Processes and Research

BIO 5305 Nature Study

BIO 5408 Science Processes and Research

Department of Chemistry and Biochemistry
CHANGES:
CHEM 3275 Biochemistry Techniques
CHEM 4282 Advanced Biochemistry Lab II
CHEM 4341 Advanced Inorganic Chemistry
CHEM 4360 Molecular Biology
CHEM 4385 Metabolism

Ingram School of Engineering
CHANGE:
EE 4323 Digital Image Processing

Lamar Institute of Technology
February 2015

COLLEGE/ Academic Unit	COURSE ADDITIONS	COURSE DELETIONS	COURSE CHANGES: PREFIX, HRS, NUMBER AND/OR TITLE	NET ADDITIONS/ DELETIONS
PUBLIC SERVICE AND SAFETY				
Emergency Medical Services A.A.S.	4	6		-2
Emergency Medical Services Certificate	4	4		0
<hr/>				
TOTAL	8	10		-2

PUBLIC SERVICE AND SAFETY DEPARTMENT

Emergency Medical Services A.A.S. (Effective Fall 2015)

DELETIONS

COSC 1301	Introduction to Computing	3:3:0
EMSP 2338	EMS Operations	3:2:2
EMSP 2348	Operations	
EMSP 2348	Emergency Pharmacology	3:2:2
EMSP 2261	Clinical	2:0:16
EMSP 2262	Clinical	2:0:12
SPCH 1315	Public Speaking	3:3:0

ADDITIONS

EMSP 2205	EMS Operations	2:1:3
EMSP 2206	Emergency Pharmacology	2:1:3
EMSP 2264	Practicum	2:0:16
EMSP 2265	Practicum	2:0:16

Emergency Medical Services Certificate (Effective Fall 2015)

DELETIONS

EMSP 2338	EMS Operations	3:2:2
EMSP 2348	Emergency Pharmacology	3:2:2
EMSP 2261	Clinical	2:0:16
EMSP 2262	Clinical	2:0:12

ADDITIONS

EMSP 2205	EMS Operations	2:1:3
EMSP 2206	Emergency Pharmacology	2:1:3
EMSP 2264	Practicum	2:0:16
EMSP 2265	Practicum	2:0:16

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

Recommendation

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

Background

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

LAMAR UNIVERSITY

Out-of-Country Study Report 2015

Location: Paris, France
Course Number and Title: ARTS-4392 Paris: Arts and Architecture
Dates of Travel: May 23 – May 31, 2015
Instructor: Mr. Richard Gachot, Associate Professor and Program Director of Interior Design
Credit for Course: 3 Semester Credit Hours

Location: Belmopan, Belize
Course Number and Title: BIOL-4401 Tropical Marine Biology
Dates of Travel: June 10 – June 25, 2015
Instructor: Dr. Ana Christensen, Associate Professor of Biology
Credit for Course: 4 Semester Credit Hours

Location: Belmopan, Belize
Course Number and Title: BIOL-4401 Tropical Watershed Biology
Dates of Travel: June 10 – June 25, 2015
Instructor: Dr. Matthew Hoch, Associate Professor of Biology
Credit for Course: 4 Semester Credit Hours

Location: Beijing and Guangzhou, China and Hong Kong
Course Number and Title: BUSI-4390 Global Enrichment
Dates of Travel: May 26 – June 5, 2015
Instructor: Dr. Vivek Natarajan, Associate Professor of Business (Marketing)
Credit for Course: 3 Semester Credit Hours

Location: Beijing and Guangzhou, China and Hong Kong
Course Number and Title: BUSI-5380 Global Enrichment
Dates of Travel: May 26 – June 5, 2015
Instructor: Dr. Vivek Natarajan, Associate Professor of Business (Marketing)
Credit for Course: 3 Semester Credit Hours

Location: Madrid and Oñati, Spain
Course Number and Title: CRIJ 4313 Comparative Criminal Justice
Dates of Travel: May 19 – June 3, 2015
Instructor: Dr. Eric Bronson, Associate Professor and Director of Criminal Justice Programs
Credit for Course: 3 Semester Credit Hours

Location: Madrid and Oñati, Spain
Course Number and Title: CRIJ 4313 Comparative Criminal Justice
Dates of Travel: May 19 – June 3, 2015
Instructor: Dr. Sanaz Alasti, Assistant Professor of Criminal Justice Programs
Credit for Course: 3 Semester Credit Hours

Location: Chefchaouen, Morocco
Course Number and Title: EDUD-6318 Global Communications: Morocco

Dates of Travel:	July 6 – July 18, 2015
Instructor:	Dr. Jennifer Butcher, Associate Professor of Educational Leadership
Credit for Course:	3 Semester Credit Hours
Location:	London and Berkhamsted, England, UK
Course Number and Title:	EDUD-6318 Global Communications: UK
Dates of Travel:	July 6 – July 18, 2015
Instructor:	Dr. Kathryn Jones Baur, Instructor of Educational Leadership
Credit for Course:	3 Semester Credit Hours
Location:	London, England, UK
Course Number and Title:	FCSC-4310 International Hospitality Research
Dates of Travel:	July 11 – August 16, 2015
Instructor:	Dr. Molly Dahm, Associate Professor of Hospitality Management
Credit for Course:	3 Semester Credit Hours
Location:	London, England, UK
Course Number and Title:	FCSC-4367 International Hospitality Field Experience
Dates of Travel:	July 11 – August 16, 2015
Instructor:	Dr. Molly Dahm, Associate Professor of Hospitality Management
Credit for Course:	3 Semester Credit Hours
Location:	Cork, Waterford, and Dublin, Ireland
Course Number and Title:	GEOL-4301 Geography of Tourism
Dates of Travel:	March 12 – March 21, 2015
Instructor:	Dr. Sarah Schwartz, Visiting Assistant Professor of Geography
Credit for Course:	3 Semester Credit Hours
Location:	Quito, Ecuador
Course Number and Title:	HLTH-3337 U.S. and International Health Disparities
Dates of Travel:	June 26 – July 11, 2015
Instructor:	Dr. Israel Msengi, Assistant Professor of Health and Kinesiology
Credit for Course:	3 Semester Credit Hours
Location:	Quito, Ecuador
Course Number and Title:	HLTH-4301 International Health and Foreign Experience
Dates of Travel:	June 26 – July 11, 2015
Instructor:	Dr. Israel Msengi, Assistant Professor of Health and Kinesiology
Credit for Course:	3 Semester Credit Hours
Location:	Munich, Friedrichshafen, and Stuttgart, Germany
Course Number and Title:	PSYC-3310 Systems and History of Psychology
Dates of Travel:	June 15 - June 30, 2015
Instructor:	Dr. Judith Mann, Associate Professor of Psychology
Credit for Course:	3 Semester Credit Hours
Location:	Munich, Friedrichshafen, and Stuttgart, Germany
Course Number and Title:	PSYC-5340 Systems and History of Psychology
Dates of Travel:	June 15 - June 30, 2015
Instructor:	Dr. Judith Mann, Associate Professor of Psychology

Credit for Course: 3 Semester Credit Hours

Location: Beijing, China; Taipei and Tainan, Taiwan
Course Number and Title: SOCI-4300 Food, Ethnicity, and Culture
Dates of Travel: June 7 - June 28, 2015
Instructor: Dr. Chiung-Fang Chang, Associate Professor of Sociology
Credit for Course: 3 Semester Credit Hours

Location: Beijing, China; Taipei and Tainan, Taiwan
Course Number and Title: SOCI-4365 Chinese Society
Dates of Travel: June 7 - June 28, 2015
Instructor: Dr. Cheng-Hsien Lin, Associate Professor of Criminal Justice
Credit for Course: 3 Semester Credit Hours

Location: Salamanca, Spain
Course Number and Title: SPAN-1311 Beginning Spanish I
Dates of Travel: May 28-June 27, 2015
Instructor: Ms. Norma Zarzosa, Instructor of Spanish
Credit for Course: 3 Semester Credit Hours

Location: Salamanca, Spain
Course Number and Title: SPAN-1312 Beginning Spanish II
Dates of Travel: May 28-June 27, 2015
Instructor: Ms. Norma Zarzosa, Instructor of Spanish
Credit for Course: 3 Semester Credit Hours

Location: Salamanca, Spain
Course Number and Title: SPAN-3300 Spanish Conversation
Dates of Travel: May 28-June 27, 2015
Instructor: Ms. Norma Zarzosa, Instructor of Spanish
Credit for Course: 3 Semester Credit Hours

Location: Salamanca, Spain
Course Number and Title: SPAN-4380 Advanced Conversation (Grammar & Culture)
Dates of Travel: May 28-June 27, 2015
Instructor: Ms. Norma Zarzosa, Instructor of Spanish
Credit for Course: 3 Semester Credit Hours

Location: Salamanca, Spain
Course Number and Title: SPAN-5320 Spanish Syntax
Dates of Travel: June 27 – August 1, 2015
Instructor: Dr. Christine Bridges-Esser, Program Director for Modern Languages
Credit for Course: 3 Semester Credit Hours

Location: Salamanca, Spain
Course Number and Title: SPAN-5330 Spanish Peninsular Literature
Dates of Travel: June 27 – August 1, 2015
Instructor: Dr. Christine Bridges-Esser, Program Director for Modern Languages
Credit for Course: 3 Semester Credit Hours

Location: Salamanca, Spain
Course Number and Title: SPAN-5340 Spanish Peninsular Culture
Dates of Travel: June 27 – August 1, 2015
Instructor: Dr. Christine Bridges-Esser, Program Director for Modern Languages
Credit for Course: 3 Semester Credit Hours

Location: Örebro, Sweden
Course Number and Title: SPHS-4350 Research in Health and Disability
Dates of Travel: May 23 – June 6, 2015
Instructor: Dr. Vinaya Manchaiah, Associate Professor of Audiology
Credit for Course: 3 Semester Credit Hours

Location: Örebro, Sweden
Course Number and Title: SPHS-5350 Research in Health and Disability
Dates of Travel: May 23 – June 6, 2015
Instructor: Dr. Vinaya Manchaiah, Associate Professor of Audiology
Credit for Course: 3 Semester Credit Hours

Location: London, England, UK
Course Number and Title: THEA-1375 International Performance
Dates of Travel: June 13 - June 24, 2015
Instructor: Mr. Brian LeTraunik, Instructor of Theatre
Credit for Course: 3 Semester Credit Hours

**SAM HOUSTON STATE UNIVERSITY
OUT-OF-COUNTRY FACULTY-LED STUDY ABROAD PROGRAMS
ANNUAL REPORT FOR SUMMER & WINTERBREAK 2014**

Program	Country	Courses Offered	Hours of Credit	Number of Students	Instructors	Cost to University	Cost to Student
Agriculture Sciences	France & Italy	AGRI 4364	3	13	B. Lane	\$440.00	\$3,195.34
Agriculture Sciences	France & Italy	AGRI 4369	3	13	M. Beverly	\$440.00	\$3,195.34
Agriculture Sciences	France & Italy	AGRI 5369	3	3	B. Lane	\$440.00	\$3,345.34
Agriculture Sciences	France & Italy	AGRI 5369	3	3	M. Beverly	\$440.00	\$3,345.34
Art	France & U.K.	ARTS 4019.01	3	6	M. Henderson	\$271.05	\$2,566.00
Art	France & U.K.	ARTS 4019.02	3	5	M. Mednicov	\$164.50	\$2,566.00
Language, Literacy and Special Populations (Bilingual Education)	Italy	BESL 2301	3	2	H. Berg	\$0	\$3,430.50
Language, Literacy and Special Populations (Bilingual Education)	Italy	BESL 3301	3	1	H. Berg	\$0	\$3,430.50
Language, Literacy and Special Populations (Bilingual Education)	Italy	BESL 4302	3	2	B. Ates	\$0	\$3,430.50
Language, Literacy and Special Populations (Bilingual Education)	Italy	BESL 6320	3	8	B. Ates	\$0	\$3,580.50
Biological Sciences	Costa Rica	BIOL 4096	3	9	A. Gaillard	\$635.61	\$3,780.50
Criminal Justice	Germany	CRIJ 4377	3	12	W. Oliver	\$0	\$3,030.50
Criminal Justice	Germany	CRIJ 6394	3	2	W. Oliver	\$0	\$3,180.50
Curriculum & Instruction	U.K., Ireland, Wales	CIEE 4336	3	21	K. Eidson	\$0	\$3,330.50
Curriculum & Instruction	U.K., Ireland, Wales	CIEE 4385	3	17	K. Eidson	\$0	\$3,330.50
Curriculum & Instruction	U.K., Ireland, Wales	CISE 4364	3	10	L. Brown	\$0	\$3,330.50
Curriculum &	U.K., Ireland, Wales	CISE 4377	3	10	L. Brown	\$0	\$3,330.50

**SAM HOUSTON STATE UNIVERSITY
OUT-OF-COUNTRY FACULTY-LED STUDY ABROAD PROGRAMS
ANNUAL REPORT FOR SUMMER & WINTERBREAK 2014**

Instruction							
Economics	China	ECON 4380	3	10	B. Piper	\$0 (\$2500 in COBA scholarships)	\$1,965.50
Economics	China	ECON 5380	3	1	B. Piper	\$0 (\$250 in COBA scholarships)	\$2,115.50
Economics	Japan	ECON 3341	3	12	M. Frank	\$3,186.71	\$1,730.50
Economics	Japan	ECON 4380	3	12	M. Frank	\$3,186.71	\$1,730.50
Management	China	MGMT 4320	3	11	B. Piper	\$0 (\$2750 in COBA scholarships)	\$1,965.50
Marketing	U.A.E. (Dubai)	MKTG 4080	3	12	I. Ahmed	N/A	\$3,200
Nursing	Costa Rica	NURS 4420	4	8	K. Zinn	\$3,433.59	\$3,080.50
Nursing	Thailand	NURS 3620	6	2	A. Stiles	N/A	\$2,900
Nursing	Thailand	NURS 4030	6	6	A. Stiles	N/A	\$2,900
Reading (LLSP)	Costa Rica	READ 5320	3	5	B. Greybeck	\$0	\$3,180.50
Spanish	Costa Rica	SPAN 2311	3	12	F. Koeninger	\$0	\$1,905.50
Spanish	Costa Rica	SPAN 2312	3	12	F. Koeninger	\$0	\$1,905.50
Spanish	Costa Rica	SPAN 3369	3	8	D. Andrist	\$0	\$1,905.50
Spanish	Costa Rica	SPAN 4370	3	8	D. Andrist	\$0	\$1,905.50
Spanish	Spain	SPAN 3380	3	11	E. Mallen	\$0	\$2,430.50
Spanish	Spain	SPAN 4365	3	11	E. Mallen	\$0	\$2,430.50

**SAM HOUSTON STATE UNIVERSITY
OUT-OF-COUNTRY FACULTY-LED STUDY ABROAD PROGRAMS
ANNUAL REPORT FOR SUMMER & WINTERBREAK 2014**

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

Australia: PHYS 1111, 1112, 1311, & 1312

Costa Rica: READ 7340

France: FREN 2311 & 2312

Mexico: BIOL 3380

Spain: CIED 5387, CIEE 3374, CIME 3375, SPAN 4375

Switzerland: GERM 2311 & 2312

U.K.: CRIJ 4377, LSSL 5376, CISE 4374, CISE 4375, READ 4205

U.S. (NY): MKTG 4380

The following courses were added after the initial report was submitted:

China: ECON 5380: Directed Readings in Economics

Germany: CRIJ 6394: Special Topics (Study Abroad Germany)

Thailand: NURS 3620: Adult Health I, NURS 4030: Community Nursing

Sul Ross State University

Out of State/Country Study Courses - SRSU

Location: Switzerland, Italy, and the French Riviera
Course Numbers and Titles: GBA 4350: Advanced Readings and Research in Business Administration
Dates of Travel: May 18-28, 2015
Instructor: Dr. Pamela Marett
Credit for course: 3 sch

Location: Switzerland, Italy, and the French Riviera
Course Numbers and Titles: ECO 5304: Research and Readings in Economics Topics: Macroeconomics
Dates of Travel: May 18-28, 2015
Instructor: Dr. Pamela Marrett
Credit for course: 3 sch

Texas State University

Out-of-the Country Study Programs

Summer 2015 Study Abroad Program Proposals

Approval of new course

Instructor:

Dr. Gail Dickinson

Location:

Phnom Penh and Siem Reap, Cambodia

Course Number and Title:

CI 5329 Elementary School Science Curriculum

Benefits:

Cambodia offers a perfect setting for a comparative education course. Classroom videos and the students' experience will be used as a basis for examining the education system in Cambodia.

Approval of new course

Instructor:

Dr. Bryan N. Mann

Location:

Chester, England

Course Number and Title:

HIST 4317 Tudor-Stuart England, 1485-1689

Benefits:

Chester allows historians to talk about Roman Britain while standing on the best preserved Roman town walls in Britain. The Norman period will be examined whilst standing on a Norman Tower. The Industrial Revolution will be analyzed whilst standing on the banks of the Shropshire Union Canal which runs through Chester. This program allows a hands-on approach to teaching all areas and aspects of British History.

Approval of new course

Instructor:

Dr. David C. Wiley

Location:

London and Manchester, England

Course Number and Title:

H ED 3360 Sexuality Education

H ED 5345 Issues in Human Sexuality Education

Benefits:

Students will gain knowledge of sexual health programs, policies, and services in another country by visiting a variety of agencies and organizations associated with reproductive health for teens and young adults in the United Kingdom (UK). Included in these class activities are lectures and presentations from leading UK sexual health experts and site visits to specific agencies and organizations.

Approval of new course

Instructor:

Location:

Course Number and Title:

Benefits:

Dr. Rebecca Bell-Metereau

Rennes, France

HON 3392P Technology, Gender and Bodies in Film

HON 4391 Independent Study

This study abroad program at the University of Rennes II fulfills part of our university-wide goal to promote internationalization of our students, faculty and curriculum. The setting of Rennes will offer an enriching and multicultural experience for our students with a range of classroom experiences. The collaborative model of the University of Rennes also offers opportunities for publication and international research for participating faculty.

Approval of new course

Instructor:

Location:

Course Number and Title:

Benefits:

Dr. Leah Renold

New Delhi, India

HIST 4348 Mahatma Gandhi in World History

This study abroad program in India will provide students with knowledge of the history of this country, which is vital to understanding major aspects of modern India. Students will have the opportunity to see life in urban and rural India, and to visit sites, monuments, forts, palaces, and museums that are directly related to their courses. This program will provide our students with an exceptional opportunity to study and experience first-hand the rich history and cultural diversity of India with Texas State faculty. Students will learn of the Mughal Empire, European colonialism, and the independence movement led by Mahatma Gandhi. Students will visit major historical sites related to the course.

Approval of new course

Instructor:

Location:

Course Number and Title:

Benefits:

Dr. Moira Di Mauro-Jackson

Florence, Italy

HON 4391 Independent Study

This service learning course will offer students the opportunity to learn about aspects of their careers of choice in a different cultural environment. It will also provide them with an additional understanding of the medieval and renaissance city of Florence and its relevance in the shaping of the many important advances: science, math, medicine, politics, music and the arts.

Approval of new instructor**Instructor:****Location:****Course Number and Title:****Benefits:**

Shannon Faseler

Florence, Italy

ARTS 4308I Disegno a Firenze: Drawing in Florence

Students will emerge from this experience with a broadened perspective of visual culture and expanded possibilities for their own unique position in the profession. Witnessing endemic Florentine culture will allow students the opportunity to see artistic advantages that are unique to specific international artistic cultures. In turn, they will be able to make more informed and self-aware choices regarding their artistic works.

Approval of new program**Instructor:****Location:****Course Number and Title:****Benefits:**

Dr. Todd Ahlman

Basseterre, Saint Kitts

ANTH 4630 Archeological Field School

Archeological experience is a vital part of the training process of students wishing to pursue a career in cultural resource management. This archeological field school will provide training in a variety of field and laboratory methods. It will also give students a feel for international heritage management.

Approval of new course**Instructor:****Location:****Course Number and Title:****Benefits:**

Dr. Lori Assaf

Chintsa, South Africa

HON 3397H International Culture

HON 4391 Independent Study

This program will provide students with the opportunity to develop cross-cultural and intercultural competence and learn the most effective instructional strategies for teaching English to multilingual children and adults.

Texas State University

Out-of-Country Study Programs Annual Report Spring, Summer, and Fall 2014

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SEMESTER	PROGRAM	COUNTRY	COURSES OFFERED	HOURS OF CREDIT	NUMBER OF STUDENTS	INSTRUCTOR	COST TO UNIVERSITY	COST PER STUDENT
Spring	Modern Languages	Argentina	SPAN 3305	3	1	Lucy Harney	\$0 (Extension)	\$10,451.00 (1)
Spring	Modern Languages	Argentina	SPAN 3306	3	2	Lucy Harney	\$0 (Extension)	\$10,451.00 (1)
Spring	Modern Languages	Argentina	SPAN 3371	3	2	Lucy Harney	\$0 (Extension)	\$10,451.00 (1)
Spring	Modern Languages	Argentina	SPAN 4340	3	2	Lucy Harney	\$0 (Extension)	\$10,451.00 (1)
Spring	Modern Languages	Argentina	SPAN 4350	3	1	Lucy Harney	\$0 (Extension)	\$10,451.00 (1)
Spring	Modern Languages	Spain	SPAN 3370	3	1	Ricardo de la Fuente	\$0 (Extension)	\$8,551.00 (2)
Spring	Modern Languages	Spain	SPAN 3371	3	1	Ricardo de la Fuente	\$0 (Extension)	\$8,551.00 (2)
Spring	Modern Languages	Spain	SPAN 4340	3	1	Ricardo de la Fuente	\$0 (Extension)	\$8,551.00 (2)
Spring	Modern Languages	Spain	SPAN 4380B	3	1	Ricardo de la Fuente	\$0 (Extension)	\$8,551.00 (2)
Summer	Modern Languages	Austria	GER 2310	3	7	Ewa Siwak	\$0 (Extension)	\$2,981.00 (3)
Summer	Modern Languages	Austria	GER 2320	3	11	Ewa Siwak	\$0 (Extension)	\$2,981.00 (3)
Summer	Modern Languages	Austria	GER 4390	3	9	Ewa Siwak	\$0 (Extension)	\$2,981.00 (3)
Summer	Modern Languages	Austria	GER 4390	3	5	Ewa Siwak	\$0 (Extension)	\$2,981.00 (3)
Summer	Anthropology	Belize	ANTH 4630	6	8	James Garber	\$0 (Extension)	\$2,934.00 (4)
Summer	Education/Honors	Cambodia	CI 4355	3	6	Gail Dickenson	\$0 (Extension)	\$2,255.00 (5)
Summer	Education/Honors	Cambodia	GS 3310	3	8	Maureen Lemke	\$0 (Extension)	\$2,255.00 (5)

Summer	Education/Honors	Cambodia	GS 3320	3	8	Maureen Lemke	\$0 (Extension)	\$2,255.00 (5)
Summer	Education/Honors	Cambodia	HON 3480C	4	1	Heather Galloway	\$0 (Extension)	\$2,483.00 (6)
Summer	Business	Chile	ECO 5320	3	32	Diego Vacaflares Rivero	\$0 (Extension)	\$1,897.00 (7)
Summer	Business	Chile	MGT 5318	3	31	Ivan Blanco	\$0 (Extension)	\$1,897.00 (7)
Summer	Business	Chile	MGT 5333	3	1	Ivan Blanco	\$0 (Extension)	\$1,897.00 (7)
Summer	Modern Languages	Costa Rica	SPAN 2310	3	18	Sergio Martinez	\$0 (Extension)	\$3,077.00 (8)
Summer	Modern Languages	Costa Rica	SPAN 2320	3	21	Sergio Martinez	\$0 (Extension)	\$3,077.00 (8)
Summer	Modern Languages	Costa Rica	SPAN 4390	3	9	Sergio Martinez	\$0 (Extension)	\$3,077.00 (8)
Summer	Modern Languages	Costa Rica	SPAN 4390	3	6	Sergio Martinez	\$0 (Extension)	\$3,077.00 (8)
Summer	Business	Czech Republic	BA 4300	3	5	John Mogab	\$0 (Extension)	\$3,717.00 (9)
Summer	Business	Czech Republic	ECO 3320	3	17	John Mogab	\$0 (Extension)	\$3,717.00 (9)
Summer	Business	Czech Republic	ECO 4395	3	6	John Mogab	\$0 (Extension)	\$3,717.00 (9)
Summer	Business	Czech Republic	FIN 3318	3	8	Ken Moon	\$0 (Extension)	\$3,717.00 (9)
Summer	Business	Czech Republic	FIN 4395	3	7	Ken Moon	\$0 (Extension)	\$3,717.00 (9)
Summer	Liberal Arts/Social Work	England	ANTH 3305	3	11	Jon McGee	\$0 (Extension)	\$3,317.00 (10)
Summer	Liberal Arts/Social Work	England	ANTH 4320	3	13	Jon McGee	\$0 (Extension)	\$3,317.00 (10)
Summer	Liberal Arts/Social Work	England	ANTH 4360	3	3	Jon McGee	\$0 (Extension)	\$3,317.00 (10)
Summer	Liberal Arts/Social Work	England	ANTH 5320	3	1	Jon McGee	\$0 (Extension)	\$3,317.00 (10)
Summer	Liberal Arts/Social Work	England	ANTH 5390	3	1	Jon McGee	\$0 (Extension)	\$3,317.00 (10)
Summer	Liberal Arts/Social Work	England	PSY 3325	3	10	Maria Czyzewska	\$0 (Extension)	\$3,317.00 (10)
Summer	Liberal Arts/Social Work	England	PSY 3331	3	11	Maria Czyzewska	\$0 (Extension)	\$3,317.00 (10)
Summer	Liberal Arts/Social Work	England	PSY 4395	3	2	Maria Czyzewska	\$0 (Extension)	\$3,317.00 (10)

Summer	Liberal Arts/Social Work	England	SOWK 3339	3	8	Stacie McGee	\$0 (Extension)	\$3,317.00 (10)
Summer	Liberal Arts/Social Work	England	SOWK 4360	3	6	Stacie McGee	\$0 (Extension)	\$3,317.00 (10)
Summer	History	England	HIST 3368R	3	8	Jason Mellard	\$0 (Extension)	\$3,017.00 (11)
Summer	History	England	HIST 4318S	3	5	Bryan Glass	\$0 (Extension)	\$3,017.00 (11)
Summer	History	England	HIST 4318T	3	13	Bryan Mann	\$0 (Extension)	\$3,017.00 (11)
Summer	History	England	HIST 4318U	3	5	Bryan Mann	\$0 (Extension)	\$3,017.00 (11)
Summer	History	England	HIST 4350S	3	13	Bryan Glass	\$0 (Extension)	\$3,017.00 (11)
Summer	History	England	HIST 4376	3	4	Jason Mellard	\$0 (Extension)	\$3,017.00 (11)
Summer	History	England	HIST 4388	3	2	Bryan Glass	\$0 (Extension)	\$3,017.00 (11)
Summer	History	England	HIST 5390	3	4	Bryan Glass	\$0 (Extension)	\$3,017.00 (11)
Summer	History	England	HIST 5390	3	4	Bryan Mann	\$0 (Extension)	\$3,017.00 (11)
Summer	History	England	HIST 5390	3	2	Jessica Pliley	\$0 (Extension)	\$3,017.00 (11)
Summer	Theatre	England	TH 4323	3	15	Charles Ney	\$0 (Extension)	\$3,607.00 (12)
Summer	Theatre	England	TH 4324	3	15	Charles Ney	\$0 (Extension)	\$3,607.00 (12)
Summer	Theatre	England	TH 5323	3	3	Charles Ney	\$0 (Extension)	\$3,607.00 (12)
Summer	Theatre	England	TH 5324	3	3	Charles Ney	\$0 (Extension)	\$3,607.00 (12)
Summer	Mass Communication	England	MC 3343	3	4	Bruce Smith	\$0 (Extension)	\$3,233.00 (13)
Summer	Mass Communication	England	MC 3367	3	7	Bruce Smith	\$0 (Extension)	\$3,233.00 (13)
Summer	Mass Communication	England	MC 4310	3	14	Sandhya Rao	\$0 (Extension)	\$3,233.00 (13)
Summer	Mass Communication	England	MC 4311	3	1	Bruce Smith	\$0 (Extension)	\$3,233.00 (13)
Summer	Mass Communication	England	MC 4382O	3	10	Sandhya Rao	\$0 (Extension)	\$3,233.00 (13)
Summer	Mass Communication	England	MC 5310	3	4	Sandhya Rao	\$0 (Extension)	\$3,233.00 (13)

Summer	Mass Communication	England	MC 5311	3	1	Sandhya Rao	\$0 (Extension)	\$3,233.00 (13)
Summer	Mass Communication	England	MC 5324	3	3	Sandhya Rao	\$0 (Extension)	\$3,233.00 (13)
Summer	Modern Languages	France	FR 1410	4	1	Carole Martin	\$0 (Extension)	\$3,845.00 (14)
Summer	Modern Languages	France	FR 1420	4	1	Carole Martin	\$0 (Extension)	\$3,845.00 (14)
Summer	Modern Languages	France	FR 2310	3	13	Carole Martin	\$0 (Extension)	\$3,617.00 (15)
Summer	Modern Languages	France	FR 2320	3	13	Carole Martin	\$0 (Extension)	\$3,617.00 (15)
Summer	Modern Languages	France	FR 4304	3	5	Carole Martin	\$0 (Extension)	\$3,617.00 (15)
Summer	Modern Languages	France	FR 4370	3	10	Carole Martin	\$0 (Extension)	\$3,617.00 (15)
Summer	Modern Languages	France	FR 4390	3	9	Carole Martin	\$0 (Extension)	\$3,617.00 (15)
Summer	Modern Languages	France	HON 3395L	3	1	Carole Martin	\$0 (Extension)	\$3,617.00 (15)
Summer	Geography	Germany	GEO 4310	3	10	James Petersen	\$0 (Extension)	\$2,403.00 (16)
Summer	Geography	Germany	GEO 4390	3	10	James Petersen	\$0 (Extension)	\$2,403.00 (16)
Summer	Geography	Germany	GEO 5308	3	1	James Petersen	\$0 (Extension)	\$2,403.00 (16)
Summer	Geography	Germany	GEO 5390	3	1	James Petersen	\$0 (Extension)	\$2,403.00 (16)
Summer	English	Iceland	ENG 3340	3	8	Graeme Wend-Walker	\$0 (Extension)	\$3,315.00 (17)
Summer	English	Iceland	ENG 3341	3	8	Graeme Wend-Walker	\$0 (Extension)	\$3,315.00 (17)
Summer	English	Ireland	ENG 3311	3	15	Nancy Wilson	\$0 (Extension)	\$3,002.00 (18)
Summer	English	Ireland	ENG 3341	3	15	Steve Wilson	\$0 (Extension)	\$3,002.00 (18)
Summer	English	Ireland	ENG 5323	3	2	Steve Wilson	\$0 (Extension)	\$3,002.00 (18)
Summer	English	Ireland	ENG 5395	3	2	Nancy Wilson	\$0 (Extension)	\$3,002.00 (18)
Summer	Art & Design	Italy	ARTC 4314I	3	8	Carolyn Kilday	\$0 (Extension)	\$6,241.00 (19)
Summer	Art & Design	Italy	ARTH 4311	3	18	Andrew Campbell	\$0 (Extension)	\$6,241.00 (19)

Summer	Art & Design	Italy	ARTS 4308D	3	8	Benjamin Ruggiero	\$0 (Extension)	\$6,241.00 (19)
Summer	Art & Design	Italy	ARTS 4308I	3	2	Teri Evans-Palmer	\$0 (Extension)	\$6,241.00 (19)
Summer	Modern Languages	Italy	ITAL 2310	3	4	Moira Jackson	\$0 (Extension)	\$6,081.00 (20)
Summer	Modern Languages	Italy	ITAL 2320	3	4	Moira Jackson	\$0 (Extension)	\$6,081.00 (20)
Summer	Modern Languages	Japan	JAPA 2310	3	3	Mayumi Moriuchi	\$0 (Extension)	\$3,887.00 (21)
Summer	Modern Languages	Japan	JAPA 2320	3	4	Mayumi Moriuchi	\$0 (Extension)	\$3,887.00 (21)
Summer	Modern Languages	Japan	LING 4390	3	9	Mayumi Moriuchi	\$0 (Extension)	\$3,887.00 (21)
Summer	Modern Languages	Japan	LING 4390	3	9	Mayumi Moriuchi	\$0 (Extension)	\$3,887.00 (21)
Summer	Education	South Africa	CI 4378	3	6	Lori Assaf	\$0 (Extension)	\$4,047.00 (22)
Summer	Education	South Africa	CI 5375	3	2	Lori Assaf	\$0 (Extension)	\$4,047.00 (22)
Summer	Education	South Africa	RDG 4380	3	6	Lori Assaf	\$0 (Extension)	\$4,047.00 (22)
Summer	Education	South Africa	RDG 5380	3	2	Lori Assaf	\$0 (Extension)	\$4,047.00 (22)
Summer	Business	Spain	BA 4300	3	8	Wayne Noll	\$0 (Extension)	\$3,517.00 (23)
Summer	Business	Spain	BA 4315	3	4	Vivek Shah	\$0 (Extension)	\$3,517.00 (23)
Summer	Business	Spain	CIS 3380	3	21	Vivek Shah	\$0 (Extension)	\$3,517.00 (23)
Summer	Business	Spain	MGT 4330	3	22	Vivek Shah	\$0 (Extension)	\$3,517.00 (23)
Summer	Business	Spain	MKT 3358	3	11	Wayne Noll	\$0 (Extension)	\$3,517.00 (23)
Summer	Business	Spain	MKT 4310	3	22	Wayne Noll	\$0 (Extension)	\$3,517.00 (23)
Summer	Political Science	Spain	POSI 2310	3	18	Maria de la Luz Valverde	\$0 (Extension)	\$2,917.00 (24)
Summer	Political Science	Spain	POSI 2320	3	18	Hassan Tajalli	\$0 (Extension)	\$2,917.00 (24)
Summer	Political Science	Spain	POSI 4379	3	2	Hassan Tajalli	\$0 (Extension)	\$2,917.00 (24)
Summer	Political Science	Spain	POSI 4379	3	8	Maria de la Luz Valverde	\$0 (Extension)	\$2,917.00 (24)

Summer	Political Science	Spain	POSI 5398	3	4	Hassan Tajalli	\$0 (Extension)	\$2,917.00 (24)
Summer	Modern Languages	Spain	SPAN 2310	3	12	Agustin Cuadrado	\$0 (Extension)	\$3,027.00 (25)
Summer	Modern Languages	Spain	SPAN 2320	3	13	Agustin Cuadrado	\$0 (Extension)	\$3,027.00 (25)
Summer	Modern Languages	Spain	SPAN 4390	3	20	Agustin Cuadrado	\$0 (Extension)	\$3,027.00 (25)
Summer	Modern Languages	Spain	SPAN 4390	3	19	Agustin Cuadrado	\$0 (Extension)	\$3,027.00 (25)
Summer	Modern Languages	Spain	SPAN 2310	3	6	Antonio Gragera	\$0 (Extension)	\$2,991.00 (26)
Summer	Modern Languages	Spain	SPAN 2320	3	7	Antonio Gragera	\$0 (Extension)	\$2,991.00 (26)
Summer	Modern Languages	Spain	SPAN 4390	3	5	Antonio Gragera	\$0 (Extension)	\$2,991.00 (26)
Fall	Modern Languages	Spain	SPAN 3370	3	5	Ricardo de la Fuente	\$0 (Extension)	\$8,617.00 (27)
Fall	Modern Languages	Spain	SPAN 3371	3	5	Ricardo de la Fuente	\$0 (Extension)	\$8,617.00 (27)
Fall	Modern Languages	Spain	SPAN 4340	3	6	Ricardo de la Fuente	\$0 (Extension)	\$8,617.00 (27)
Fall	Modern Languages	Spain	SPAN 4380B	3	3	Ricardo de la Fuente	\$0 (Extension)	\$8,617.00 (27)
Fall	Modern Languages	Spain	SPAN 4390	3	5	Ricardo de la Fuente	\$0 (Extension)	\$8,617.00 (27)

- (1) Assumes student enrolled in 1 course with travel expenses of \$9,768.00 and other expenses of \$683.00. Typical enrollment was in 4 courses at a total cost of \$12,500.00.
- (2) Assumes student enrolled in 1 course with travel expenses of \$7,868.00 and other expenses of \$683.00. Typical enrollment was in 4 courses at a total cost of \$10,600.00.
- (3) Assumes student enrolled in 1 course with travel expenses of \$2,298.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$3,664.00.
- (4) Assumes student enrolled in 1 course with travel expenses of \$1,568.00 and other expenses of \$1,366.00. Typical enrollment was in 1 course at a total cost of \$2,934.00.
- (5) Assumes student enrolled in 1 course with travel expenses of \$1,572.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$2,938.00.
- (6) Assumes student enrolled in 1 course with travel expenses of \$1,572.00 and other expenses of \$911.00. Typical enrollment was in 2 courses at a total cost of \$3,166.00.
- (7) Assumes student enrolled in 1 course with travel expenses of \$1,214.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$2,580.00.

- (8) Assumes student enrolled in 1 course with travel expenses of \$2,394.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$3,760.00.
- (9) Assumes student enrolled in 1 course with travel expenses of \$3,034.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$4,400.00.
- (10) Assumes student enrolled in 1 course with travel expenses of \$2,634.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$4,000.00.
- (11) Assumes student enrolled in 1 course with travel expenses of \$2,334.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of 3,700.00.
- (12) Assumes student enrolled in 1 course with travel expenses of \$2,924.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$4,290.00.
- (13) Assumes student enrolled in 1 course with travel expenses of \$2,550.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$3,916.00
- (14) Assumes student enrolled in 1 course with travel expenses of \$2,934.00 and other expenses of \$911.00. Typical enrollment was in 2 courses at a total cost of \$4,756.00.
- (15) Assumes student enrolled in 1 course with travel expenses of \$2,934.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$4,300.00.
- (16) Assumes student enrolled in 1 course with travel expenses of \$1,720.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$3,086.00.
- (17) Assumes student enrolled in 1 course with travel expenses of \$2,632.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$3,998.00.
- (18) Assumes student enrolled in 1 course with travel expenses of \$2,319.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$3,685.00.
- (19) Assumes student enrolled in 1 course with travel expenses of \$5,558.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$6,924.00.
- (20) Assumes student enrolled in 1 course with travel expenses of \$5,398.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$6,764.00.
- (21) Assumes student enrolled in 1 course with travel expenses of \$3,204.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$4,570.00.
- (22) Assumes student enrolled in 1 course with travel expenses of \$3,364.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$4,730.00.
- (23) Assumes student enrolled in 1 course with travel expenses of \$2,834.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$4,200.00.
- (24) Assumes student enrolled in 1 course with travel expenses of \$2,234.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$3,600.00.
- (25) Assumes student enrolled in 1 course with travel expenses of \$2,344.00 and other expenses of \$683.00. Typical enrollment was in 2 courses at a total cost of \$3,710.00.
- (26) Assumes student enrolled in 1 course with travel expenses of \$2,308.00 and other expenses of \$683.00.

Typical enrollment was in 2 courses at a total cost of \$3,674.00.

- (27) Assumes student enrolled in 1 course with travel expenses of \$7,934.00 and other expenses of \$683.00.
Typical enrollment was in 4 courses at a total cost of \$10,666.00.

**Texas State University System
Finance and Audit**

Charlie Amato, Chair
Kevin Lilly
Bill Scott

Action Items

1. LU: Authorization to Set Board Rates
2. LU: Residence Hall Lease
3. LU: Standardize Distance Learning Fees-Fall 2015 Semester
4. SHSU: Authorization to Set Board Rates
5. SHSU: Authorization to Set Room Rates
6. SRSU: Authorization to Set Room and Board Rates for FY 2016
7. TXST: Room and Board Rates for FY 2016
8. TSUS: Consideration and action with respect to the "Eighteenth Supplemental Resolution to the Master Resolution Establishing the Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing the Issuance of Tax-Exempt and Taxable Commercial Paper Notes; and Approving and Authorizing Instruments and Procedures Relating Thereto"
9. TSUS: Consideration and action with respect to the "Nineteenth Supplemental Resolution to The Master Resolution Authorizing the Issuance, Sale, and Delivery of Board of Regents, Texas State University System Revenue Financing System Refunding Bonds, in One or More Series; and Approving and Authorizing Instruments and Procedures Relating Thereto"
10. TSUS: Consideration and action with respect to the "Twentieth Supplemental Resolution to the Master Resolution Authorizing the Issuance, Sale and Delivery of Board of Regents, Texas State University System Revenue Financing System Revenue Bonds; and Approving and Authorizing Instruments and Procedures Relating Thereto"
11. TSUS: Delegation of Authority to Chancellor to Bind System wide Coverage for Property, Government Crime, Automobile Collision and Liability, and Directors', Officers' and Employment Practices Liability Insurance
12. TSUS: Approval of Investment Policy and Adoption of Investment Policy Resolution

Consent Items

13. TSUS: CONSENT: Statements of Budgeted Fund Balances
14. TSUS: CONSENT: Operating Budget Adjustments
15. TSUS: CONSENT: Quarterly Investment Report
16. TSUS: CONSENT: Status of Implementation of Audit Recommendations

LU: Authorization to Set Board Rates

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

Lamar University be allowed to restructure its existing Meal Plans and implement the new Meal Plans as listed below, to be effective beginning Fall 2015.

The new structure slightly increases revenue (by approximately 1%) with cost containment options for our students.

Existing Meal Plans to be Replaced:

Semester Plan	2014-2015
Fall/Spring All Access + \$125 DB	\$1,525
Fall/Spring 14 Meals/Week + \$150 DB	1,400
Fall/Spring 10 Meals/Week + \$350 DB	1,400
Fall/Spring 90 Meals + \$450 DB	1,290
Each Summer 50 Meals + \$100 DB	425
Commuter Only 50 Meals + \$200 DB	560
Graduate Student Only (new)	0

New Proposed Meal Plans:

Semester Plan	2015-2016
Fall/Spring All Access + \$125 DB	\$1,410+tax=1,526.32
Fall/Spring 14 Meals/Week + \$150 DB	1,295+tax=1,401.84
Fall/Spring 10 Meals/Week + \$350 DB	1,295+tax=1,401.84
Fall/Spring 90 Meals + \$450 DB	1,195+tax=1,293.59
Each Summer 50 Meals + \$100 DB	420+tax=454.65
Commuter Only 50 Meals + \$200 DB	520+tax=562.90
Graduate Only 50 Meals + \$400 DB	920+tax=995.90

Explanation

The proposed increase is based on the impact of inflation, rising costs of goods, insurance, and other operating costs required to meet student demands.

Texas State University System
Request for Tuition or Fee Increase

Section

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

1 Institution	Lamar University	Effective Date	Fall 2015
2 Type of Revenue	Meal Plan Rates		
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)			
3 Justification	Implementing the new schedule of meal plans will offer the students choices more suitable to their demands. The requested rate increase last fiscal year only offset a portion of additional operational expenses due to escalating costs.		
4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?	Staffing analysis have been performed and adjustments were made accordingly where possible. The purchasing process has also been analyzed and streamlined where necessary.		

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/Spring All Access + \$125 DB	1525	1526.32	0.09%	Meal Plan	111	147
Fall/Spring 14 Meals/Week + \$150 DB	1400	1401.84	0.13%	Meal Plan	1,116	2,053
Fall/Spring 10 Meals/Week + \$350 DB	1400	1401.84	0.13%	Meal Plan	2,159	3,973
Fall/Spring 90 Meals + \$450 DB	1290	1293.59	0.28%	Meal Plan	1,128	4,050
Each Summer 50 Meals + \$100 DB	425	454.65	6.98%	Meal Plan	667	19,777
Commuter Only 50 Meals + \$200 DB	560	562.9	0.52%	Meal Plan	100	290
Graduate Only	0	995.9		Meal Plan	120	119,508
Total for Fiscal Year						149,797
Net Increase for Fiscal Year						149,797

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

Cost of Goods Sold	65,676.19
Salaries and Wages	42,060.20
Payroll Related Costs (e.g., Benefits)	12,017.20
Professional Fees and Services	
Travel	
Materials and Supplies	
Communications and Utilities	30,043.00
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Total for Fiscal Year	149,796.59

7 Fiscal Year-End Fund Balances	2014	2013	2012
Education and General Fund	\$ 997,992	\$ 3,361,648	\$ 1,311,938
Designated Fund	\$ 21,425,365	\$ 18,800,162	\$ 14,922,282
Auxiliary Fund	\$ 679,062	\$ (16,710)	\$ 625,259

Revenue Increase Request.xlsx

LU: Residence Hall Lease

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

Lamar University be allowed to implement a new option in its Residence Hall Lease to include a bunk-bed rate as listed below, to be effective beginning Fall 2015.

Semester	2015-2016
Fall/Spring Bunk-bed	\$1,390/semester
Summer Bunk-bed	\$310/term

Explanation

Lamar University requests a new Residence Hall bunk-bed lease rate. The new rate will provide a double occupancy room with a bunk bed, study desk and chair, as well as a shared common living area and bathroom.

The University is implementing this plan to address a pressing need for graduate student housing. Starting with a cluster of 120 beds this plan will be increase and/or expanded as needed.

All other existing Residence Hall Lease rates will remain unchanged with no increase:

Fall/Spring Single	\$2,626/semester
Fall/Spring Married	\$3,939/semester
Summer Single	\$584/term
Summer Married	\$875/term

The current capacity total for Cardinal Village Residence Halls is 2,491. The Fall 2014 total occupancy was 1,982 students, 79.56% of the total capacity. The Spring 2015 total occupancy is 1,686 students, 67.68% of the total capacity. The overall capacity for the 2014-2015 academic year is 73.62%.

Capacity by Residence Hall:

Gentry Hall: 514
Morris Hall: 514
Combs Hall: 495
Campbell Hall: 490
Monroe Hall: 478

Texas State University System
Request for Tuition or Fee Increase

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

Section

1 Institution Lamar University Effective Date Fall 2015

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

3 Justification The requested additional lease rates allows the university to compete with off campus market for students and ultimately afford the current long-range and renovation goals.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase? Several capital improvement projects have been postponed. Residence Life has also combined service contracts with other on-campus departments to reduce expenses.

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/Spring	0	1,390	100%	individual bedroom	120	166,800
Each Summer	0	310	100%	individual bedroom	120	37,200
Total for Fiscal Year						<u>204,000</u>

6 Expenditure Plan

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

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	10,200.00
Professional Fees and Services	
Travel	
Materials and Supplies	30,600.00
Communications and Utilities	40,800.00
Repairs and Maintenance	30,600.00
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	20,400.00
Other _____ Furniture	71,400.00
Other _____	
Total for Fiscal Year	<u>204,000.00</u>

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund	\$ 997,992	\$ 3,361,648	\$ 1,311,938
Designated Fund	\$ 21,425,365	\$ 18,800,162	\$ 14,922,282
Auxiliary Fund	\$ 679,062	\$ (16,710)	\$ 625,259

LU: Standardize Distance Learning Fees-Fall 2015 Semester

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

Lamar University be authorized to standardize distance learning fees charged for all its online courses effective with the Fall 2015 semester with the stipulation that none of the revenues raised will be used to increase, directly or indirectly, compensation and/or other disbursements to Academic Partnerships, LLC, under the Service Agreement (effective August 1, 2014) and the Specializations Provider Agreement (effective August 1, 2014) which were approved at the August 2014 Quarterly Meeting.

Explanation

Lamar University has offered distance education courses using a variety of delivery modalities since 1995, and currently offers approximately 30 degree programs online. Tuition for courses offered in cooperation with Academic Partnerships currently include a \$15 per semester credit hour fee. At Lamar University and institutions throughout the country, distance learning fees are used to defer operating expenses associated with the continually increasing number of students who prefer to take courses online. Lamar University is a nationally recognized brand in this expanding market, and is recognized regularly for offering a high quality product. The additional revenue generated by this fee increase will be used to hire specialists required to support instruction and faculty who teach online, to include film studio personnel and equipment, instructional designers, and advisors and other retention experts, as well as to purchase specialized software necessary to interact dynamically with the online population. Based upon market research and a review of distance education pricing structures at comparable colleges and universities, the fee of \$40 is competitive and matches the \$40 fee approved at the November Board meeting for other online courses offered by Lamar University through its Center for Distance Education.

As a result of this change, the following distance learning fees will be charged beginning Fall 2015:

<u>Program</u>	<u>From</u>	<u>To</u>
Academic Partnership Courses	\$15 per SCH	\$40 per SCH

Texas State University System
Request for Tuition or Fee Increase

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

Section

1 Institution Lamar University Effective Date Fall 2015

2 Type of Revenue Standardize Distance Learning Fees-Academic Partnerships and Center for Distance Education Courses
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification Course offered through the Center for Distance Education have had a \$25 distance education fee since 2004. A new fee that is standardized would simplify productivity while continuing access.

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

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>
Academic Partnerships Courses	15.00	40.00	166.67%	Per SCH	96,734	2,418,350
Total for Fiscal Year						<u>2,418,350</u>

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

Cost of Goods Sold	
Salaries and Wages	1,451,010
Payroll Related Costs (e.g., Benefits)	406,283
Professional Fees and Services	241,835
Travel	
Materials and Supplies	83,917
Communications and Utilities	
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	197,905
Debt Service or Interest Expense	
Scholarships	37,400
Back Office Support	
Total for Fiscal Year	<u>2,418,350</u>

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

Revenue Increase Request.xlsx

SHSU: Authorization to Set Board Rates

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

Sam Houston State University be authorized to charge the board rates listed below, to be effective beginning Fall Semester of FY 2015. These rates are subject to the review and approval of the Texas State University System Office of General Counsel and the Office of the Vice Chancellor for Finance.

Recommendations for the Fall and Spring Semester 2015 - 2016 board rates as listed:

Mandatory Plans

<u>Meal Plan Options</u>	<u>From</u>	<u>To</u>	<u>Inc.Price</u>	<u>% Increase</u>
1. All Access plan - \$125 Incl. Bearkat Bucks	\$1805 \$ 100	\$1890 \$125	\$85 N/A	4.71%
2. 20 Meal plan - \$175 Incl. Bearkat Bucks	\$1725 \$ 175	\$1800 \$175	\$75	4.35%
3. 15 Meal plan - \$225 Incl. Bearkat Bucks	\$1695 \$ 200	\$1770 \$225	\$75 N/A	4.42%

Voluntary Plans

1. Bearkat Flex Plan 90 Meals/semester Incl. Bearkat Bucks	\$990 \$300	\$990 no change	\$ 0.00	0%
2. Bearkat Value Plan 60 Meals/semester Incl. Bearkat Bucks	\$720 \$300	\$750 no change	\$30.00	4.17%
3. Bearkat Lite Plan 30 meals/semester Incl Bearkat Bucks	\$510 \$300	\$525 no change	\$15.00	2.94%

Explanation

Sam Houston's future growth requires a strong food service program to meet the growing demands of the campus community. The proposed increases are based on the impact of increasing cost of goods, average annual employee wage increase of 2%, the significant increase in Health cost (Medical, Dental and Life) and other operating expenses.

The proposed increases are a reflection of student's expectations to provide a strong Food-Service program. Meal plans are the foundation of the Dining program. The structure, pricing and programs are designed to ensure the right mix of plans, improve the value and satisfaction to our customers and are consistent w/ CPI trends for the Food Industry.

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

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

Section

1 Institution Sam Houston State University **Effective Date** Fall 2015

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

3 Justification Sam Houston's future growth requires a strong food service program to meet the growing demands of the campus community. The proposed increases are based on the impact of increasing cost of goods, average annual employee wage increase of 2%, significant increase in Benefits cost (Medical, Dental and Life) and other operating expenses.

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

The proposed increase is a reflection on students expectations to provide a robust Food service program. Meal plans are the foundation of our Dining program. The structure, pricing and programs are designed to ensure the right mix of plans, improve the value and satisfaction to our customers.

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	\$ 1,805	\$ 1,890	4.71%	Per Student	673	\$ 57,215
Spring	\$ 1,805	\$ 1,890	4.71%	Per Student	592	\$ 50,329
Summer I	n/a	n/a	n/a	n/a	n/a	n/a
Summer II	n/a	n/a	n/a	n/a	n/a	n/a
Total for Fiscal Year						<u>\$ 107,545</u>

6 Expenditure Plan

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

Cost of Goods Sold	\$ 34,952
Salaries and Wages	\$ 40,329
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	\$ 32,264
Communications and Utilities	
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other	
Other	
Total for Fiscal Year	<u>\$ 107,545</u>

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund Dining Services	\$ 870,399	\$ 1,449,556	\$ 1,570,198

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

Section

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

1 Institution Sam Houston State University **Effective Date** Fall 2015

2 Type of Revenue Access 20 Plan
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification

Sam Houston's future growth requires a strong food service program to meet the growing demands of the campus community. The proposed increases are based on the impact of increasing cost of goods, average annual employee wage increase of 2%, significant increase in Benefits cost (Medical, Dental and Life) and other operating expenses.

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

The proposed increase is a reflection on students expectations to provide a robust Food service program. Meal plans are the foundation of our Dining program. The structure, pricing and programs are designed to ensure the right mix of plans, improve the value and satisfaction to our customers.

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	\$ 1,725	\$ 1,800	4.35%	Per Student	491	\$ 36,843
Spring	\$ 1,725	\$ 1,800	4.35%	Per Student	359	\$ 26,938
Summer I	n/a	n/a	n/a	n/a	n/a	n/a
Summer II	n/a	n/a	n/a	n/a	n/a	n/a
Total for Fiscal Year						\$ 63,782

6 Expenditure Plan

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

Cost of Goods Sold	\$ 20,410
Salaries and Wages	\$ 23,918
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	\$ 19,454
Communications and Utilities	
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other	
Other	
Total for Fiscal Year	\$ 63,782

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund Dining Services	\$ 870,399	\$ 1,449,556	\$ 1,570,198

Request for Tuition or Fee Change.xlsx

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

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

Section

1 Institution Sam Houston State University **Effective Date** Fall 2015

2 Type of Revenue Access 15 Plan
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification Sam Houston's future growth requires a strong food service program to meet the growing demands of the campus community. The proposed increases are based on the impact of increasing cost of goods, average annual employee wage increase of 2%, significant increase in Benefits cost (Medical, Dental and Life) and other operating expenses.

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

The proposed increase is a reflection on students expectations to provide a robust Food service program. Meal plans are the foundation of our Dining program. The structure, pricing and programs are designed to ensure the right mix of plans, improve the value and satisfaction to our customers.

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	\$ 1,695	\$ 1,770	4.42%	Per Student	1449	\$ 108,558
Spring	\$ 1,695	\$ 1,770	4.42%	Per Student	1339	\$ 100,317
Summer I	n/a	n/a	n/a	n/a	n/a	n/a
Summer II	n/a	n/a	n/a	n/a	n/a	n/a
Total for Fiscal Year						\$ 208,874

6 Expenditure Plan

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

Cost of Goods Sold	\$ 67,884
Salaries and Wages	\$ 73,105
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	\$ 67,885
Communications and Utilities	
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other	
Other	
Total for Fiscal Year	\$ 208,874

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund Dining Services	\$870,399	\$ 1,449,556	\$ 1,570,198

Request for Tuition or Fee Change.xlsx

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

Section

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

1 Institution Sam Houston State University Effective Date Fall 2015

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

3 Justification

No increase is requested for this Meal plan to ensure consistency in pricing and value to students

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

The proposed increase is a reflection on students expectations to provide a robust Food service program. Meal plans are the foundation of our Dining program. The structure, pricing and programs are designed to ensure the right mix of plans, improve the value and satisfaction to our customers.

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	\$ 990	\$ 990		Per Student	435	\$ -
Spring	\$ 990	\$ 990		Per Student	218	\$ -
Summer I	n/a	n/a	n/a	n/a	n/a	n/a
Summer II	n/a	n/a	n/a	n/a	n/a	n/a
Total for Fiscal Year						\$ -

6 Expenditure Plan

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

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

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund Dining Services	\$ 870,399	\$ 1,449,556	\$ 1,570,198

Request for Tuition or Fee Change.xlsx

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

Section

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

1 Institution Sam Houston State University Effective Date Fall 2015

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

3 Justification Sam Houston's future growth requires a strong food service program to meet the growing demands of the campus community. The proposed increase on the Voluntary Meal plans are based on correcting an alignment issue. The University will increase their price by 5% and ARAMARK will reduce theirs by 3% resulting with an 8% gap.

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

The proposed increase is a reflection on students expectations to provide a robust Food service program. Meal plans are the foundation of our Dining program. The structure, pricing and programs are designed to ensure the right mix of plans, improve the value and satisfaction to our customers.

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	\$ 720	\$ 750	4.17%	Per Student	459	\$ 13,781
Spring	\$ 720	\$ 750	4.17%	Per Student	380	\$ 11,409
Summer I	n/a	n/a	n/a	n/a	n/a	n/a
Summer II	n/a	n/a	n/a	n/a	n/a	n/a
Total for Fiscal Year						\$ 25,190

6 Expenditure Plan

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

Cost of Goods Sold	\$ 8,060
Salaries and Wages	\$ 9,446
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	\$ 7,684
Communications and Utilities	
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other <u>decrease in billing</u>	
Other	
Total for Fiscal Year	\$ 25,190

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund Dining Services	\$ 870,399	\$ 1,449,556	\$ 1,570,198

Request for Tuition or Fee Change.xlsx

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

Section

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

1 Institution Sam Houston State University Effective Date Fall 2015

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

3 Justification

Sam Houston's future growth requires a strong food service program to meet the growing demands of the campus community. The proposed increase on the Voluntary Meal plans are based on correcting an alignment issue. The University will increase their price by 5% and ARAMARK will reduce theirs by 3% resulting with an 8% gap.

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

The proposed increase is a reflection on students expectations to provide a robust Food service program. Meal plans are the foundation of our Dining program. The structure, pricing and programs are designed to ensure the right mix of plans, improve the value and satisfaction to our customers.

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	\$ 510	\$ 525	2.94%	Per Student	564	\$ 8,457
Spring	\$ 510	\$ 525	2.94%	Per Student	381	\$ 5,713
Summer I	n/a	n/a	n/a	n/a	n/a	n/a
Summer II	n/a	n/a	n/a	n/a	n/a	n/a
Total for Fiscal Year						\$ 14,169

6 Expenditure Plan

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

Cost of Goods Sold	\$ 4,534
Salaries and Wages	\$ 5,313
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	\$ 4,322
Communications and Utilities	
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other <u>decreased billing</u>	
Other	
Total for Fiscal Year	\$ 14,169

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund Dining Services	\$ 870,399	\$ 1,449,556	\$ 1,570,198

Request for Tuition or Fee Change.xlsx

SHSU: Authorization to Set Room Rates

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

Sam Houston State University be authorized to charge the room rates listed below, to be effective beginning Fall, 2015.

Room Rates Fall and Spring Semesters 2015-2016

<u>Residence Hall</u>	<u>From</u>	<u>To</u>	<u>Increase</u>	<u>% Increase</u>
Baldwin, Crawford, Creager, Mallon houses	\$1848.00 (semester)	\$1920.00 (semester)	\$ 72.00	4%
Other small houses	\$1790.00 (semester)	\$1860.00 (semester)	\$ 70.00	4%
Belvin and Elliott Halls	\$1968.00 (semester)	\$2044.00 (semester)	\$ 76.00	4%
Estill Hall	\$2078.00 (semester)	\$2160.00 (semester)	\$ 82.00	4%
Jackson-Shaver Hall	\$2052.00 (semester)	\$2132.00 (semester)	\$ 80.00	4%
Lone Star Hall	\$2288.00 (semester)	\$2380.00 (semester)	\$ 92.00	4%
White Hall	\$2592.00 (semester)	\$2696.00 (semester)	\$104.00	4%
Sam Houston Village	\$2712.00 (semester)	\$2820.00 (semester)	\$108.00	4%
Raven Village	\$2712.00 (semester)	\$2820.00 (semester)	\$108.00	4%
<u>Apartment</u>				
Bearkat Village Apartments	\$2878.00 (semester)	\$2992.00 (semester)	\$114.00	4%
<u>Summer School '16</u>				
White Hall and Raven Village	\$ 640.00 (semester)	\$ 664.00 (semester)	\$ 24.00	4%

Explanation

Increased costs of operations due to growing student population and increased renovations and repairs, particularly in our older buildings, have been included in the review of housing costs and this request. Funding is also needed for future planned projects to further enhance student housing.

<u>Residence Hall</u>	<u>Capacity</u>	<u>Occupancy Fall 2013 (Oct)</u>	<u>Occupancy Spring 2014 (Mar)</u>
Baldwin, Crawford, Creager, Mallon houses	144	138	120
Other small houses	498	490	468
Belvin and Elliott Halls	335	345	316
Estill Hall	253	253	237
Jackson-Shaver Hall	198	196	180
Lone Star Hall	296	295	285
White Hall	144	144	124
Sam Houston Village	528	524	516
Raven Village	394	392	377
Bearkat Village Apartments	502	501	476

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

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

Section

1 Institution **Sam Houston State University** Effective Date **Fall 2015**

2 Type of Revenue **Residence Hall Rent - Baldwin, Crawford, Creager and Mallon houses**
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification Increased costs of operations due to growing student population and increased renovations and repairs, particularly in our older buildings, have been included in the review of housing costs and this request. Funding is also needed for future planned projects to further enhance student housing.

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

We are using more energy-saving materials to maintain our buildings in order to assist the Department of Residence Life in operating more efficiently.

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	\$1,848.00	\$1,920.00	4%	Student	125/142*	\$9,000.00
Spring	\$1,848.00	\$1,920.00	4%	Student	125/142	\$9,000.00
Summer I						
Summer II						
Total for Fiscal Year						<u>\$18,000.00</u>

*figure based on projected percentage of occupancy

6 Expenditure Plan

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

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	
Communications and Utilities	
Repairs and Maintenance	\$ 18,000.00
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other	
Other	

Total for Fiscal Year \$18,000.00

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund	\$ 4,322,549	\$ 1,178,072	\$ 1,006,897

Revenue Increase Request.xlsx

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

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

Section

1 Institution Sam Houston State University **Effective Date** Fall 2015

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

3 Justification Increased costs of operations due to growing student population and increased renovations and repairs, particularly in our older buildings, have been included in the review of housing costs and this request. Funding is also needed for future planned projects to further enhance student housing.

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

We are using more energy-saving materials to maintain our buildings in order to assist the Department of Residence Life in operating more efficiently.

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	\$1,790.00	\$1,860.00	4%	Student	437/498*	\$30,590.00
Spring	\$1,790.00	\$1,860.00	4%	Student	437/498*	\$30,590.00
Summer I						
Summer II						
Total for Fiscal Year						\$61,180.00

*figure based on projected percentage of occupancy

6 Expenditure Plan

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

Cost of Goods Sold	
Salaries and Wages	\$40,000.00
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	
Communications and Utilities	
Repairs and Maintenance	\$21,180.00
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other	
Other	
Total for Fiscal Year	\$61,180.00

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund	\$ 4,322,549	\$ 1,178,072	\$ 1,006,897

Revenue Increase Request.xlsx

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

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

Section

1 Institution **Sam Houston State University** Effective Date **Fall 2015**

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

3 Justification Increased costs of operations due to growing student population and increased renovations and repairs, particularly in our older buildings, have been included in the review of housing costs and this request. Funding is also needed for future planned projects to further enhance student housing.

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

We are using more energy-saving materials to maintain our buildings, in order to assist the Department of Residence Life in operating more efficiently.

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	\$1,968.00	\$2,044.00	4%	Student	296/335*	\$22,496.00
Spring	\$1,968.00	\$2,044.00	4%	Student	296/335	\$22,496.00
Summer I						
Summer II						
Total for Fiscal Year						<u>\$44,992.00</u>

*figure based on projected percentage of occupancy

6 Expenditure Plan

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

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	\$24,992.00
Communications and Utilities	
Repairs and Maintenance	\$20,000.00
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other	
Other	
Total for Fiscal Year	<u>\$44,992.00</u>

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund	\$ 4,322,549	\$ 1,178,072	\$ 1,006,897

Revenue Increase Request.xlsx

Texas State University System
Request for Tuition or Fee Increase

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

Section

1 Institution **Sam Houston State University** Effective Date **Fall 2015**

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

3 Justification Increased costs of operations due to growing student population and increased renovations and repairs, particularly in our older buildings, have been included in the review of housing costs and this request. Funding is also needed for future planned projects to further enhance student housing.

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

We are using more energy-saving materials to maintain our buildings, in order to assist the Department of Residence Life in operating more efficiently.

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	\$2,078.00	\$2,160.00	4%	Student	221/251*	\$18,122.00
Spring	\$2,078.00	\$2,160.00	4%	Student	221/251	\$18,122.00
Summer I						
Summer II						
Total for Fiscal Year						<u>\$36,244.00</u>

*figure based on projected percentage of occupancy

6 Expenditure Plan

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

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	\$6,244.00
Communications and Utilities	
Repairs and Maintenance	\$30,000.00
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other	
Other	
Total for Fiscal Year	<u>\$36,244.00</u>

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund	\$ 4,322,549	\$ 1,178,072	\$ 1,006,897

Revenue Increase Request.xlsx

Texas State University System
Request for Tuition or Fee Increase

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

Section

1 Institution **Sam Houston State University** Effective Date **Fall 2015**

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

3 Justification Increased costs of operations due to growing student population and increased renovations and repairs, particularly in our older buildings, have been included in the review of housing costs and this request. Funding is also needed for future planned projects to further enhance student housing.

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

We are using more energy-saving materials to maintain our buildings, in order to assist the Department of Residence Life in operating more efficiently.

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	\$2,052.00	\$2,132.00	4%	Student	175/198*	\$14,000.00
Spring	\$2,052.00	\$2,132.00	4%	Student	175/198	\$14,000.00
Summer I						
Summer II						
Total for Fiscal Year						<u>\$28,000.00</u>

*figure based on projected percentage of occupancy

6 Expenditure Plan

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

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	\$20,000.00
Communications and Utilities	\$8,000.00
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other	
Other	
Total for Fiscal Year	<u>\$28,000.00</u>

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund	\$ 4,322,549	\$ 1,178,072	\$ 1,006,897

Revenue Increase Request.xlsx

Texas State University System
Request for Tuition or Fee Increase

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

Section

1 Institution Sam Houston State University Effective Date Fall 2015

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

3 Justification Increased costs of operations due to growing student population and increased renovations and repairs, particularly in our older buildings, have been included in the review of housing costs and this request. Funding is also needed for future planned projects to further enhance student housing.

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

We are using more energy-saving materials to maintain our buildings, in order to assist the Department of Residence Life in operating more efficiently.

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	\$2,288.00	\$2,380.00	4%	Student	288/298*	\$26,496.00
Spring	\$2,288.00	\$2,380.00	4%	Student	288/298	\$26,496.00
Summer I						
Summer II						
Total for Fiscal Year						<u>\$52,992.00</u>

*figure based on projected percentage of occupancy

6 Expenditure Plan

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

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	\$10,992.00
Communications and Utilities	\$12,000.00
Repairs and Maintenance	\$30,000.00
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other	
Other	
Total for Fiscal Year	<u>\$52,992.00</u>

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund	\$ 4,322,549	\$ 1,178,072	\$ 1,006,897

Revenue Increase Request.xlsx

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

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

Section

1 Institution Sam Houston State University **Effective Date** Fall 2015

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

3 Justification Increased costs of operations due to growing student population and increased renovations and repairs, particularly in our older buildings, have been included in the review of housing costs and this request. Funding is also needed for future planned projects to further enhance student housing.

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

We are using more energy-saving materials to maintain our buildings, in order to assist the Department of Residence Life in operating more efficiently.

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	\$2,592.00	\$2,696.00	4%	Student	137/144*	\$14,248.00
Spring	\$2,592.00	\$2,696.00	4%	Student	137/144	\$14,248.00
Summer I	\$640.00	\$664.00	4%	Student	36/144	\$864.00
Summer II	\$640.00	\$664.00	4%	Student	36/144	\$864.00
Total for Fiscal Year						\$30,224.00

*figure based on projected percentage of occupancy

6 Expenditure Plan

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

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	\$30,224.00
Communications and Utilities	
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other	
Other	
Total for Fiscal Year	\$30,224.00

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund	\$ 4,322,549	\$ 1,178,072	\$ 1,006,897

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

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

Section

1 Institution **Sam Houston State University** Effective Date **Fall 2015**

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

3 Justification Increased costs of operations due to growing student population and increased renovations and repairs, particularly in our older buildings, have been included in the review of housing costs and this request. Funding is also needed for future planned projects to further enhance student housing.

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

We are using more energy-saving materials to maintain our buildings in order to assist the Department of Residence Life in operating more efficiently.

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	\$2,712.00	\$2,820.00	4%	Student	512/528*	\$55,296.00
Spring	\$2,712.00	\$2,820.00	4%	Student	512/528	\$55,296.00
Summer I						
Summer II						
Total for Fiscal Year						<u>\$110,592.00</u>

*figure based on projected percentage of occupancy

6 Expenditure Plan

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

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	\$10,592.00
Communications and Utilities	
Repairs and Maintenance	\$100,000.00
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other	
Other	
Total for Fiscal Year	<u>\$110,592.00</u>

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund	\$ 4,322,549	\$ 1,178,072	\$ 1,006,897

Revenue Increase Request.xlsx

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

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

Section

1 Institution **Sam Houston State University** Effective Date **Fall 2015**

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

3 Justification Increased costs of operations due to growing student population and increased renovations and repairs, particularly in our older buildings, have been included in the review of housing costs and this request. Funding is also needed for future planned projects to further enhance student housing.

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

We are using more energy-saving materials to maintain our buildings in order to assist the Department of Residence Life in operating more efficiently.

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	\$2,712.00	\$2,820.00	4%	Student	384/394*	\$41,472.00
Spring	\$2,712.00	\$2,820.00	4%	Student	384/394*	\$41,472.00
Summer I	\$640.00	\$664.00		Student	25/394*	\$600.00
Summer II	\$640.00	\$664.00		Student	25/394*	\$600.00

Total for Fiscal Year

\$84,144.00

*figure based on projected percentage of occupancy

6 Expenditure Plan

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

Cost of Goods Sold _____
Salaries and Wages _____
Payroll Related Costs (e.g., Benefits) _____
Professional Fees and Services _____
Travel _____
Materials and Supplies \$24,144.00
Communications and Utilities _____
Repairs and Maintenance \$60,000.00
Rentals and Leases _____
Printing and Reproduction _____
Debt Service or Interest Expense _____
Scholarships _____
Other _____
Other _____

Total for Fiscal Year

\$84,144.00

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund	\$ 4,322,549	\$ 1,178,072	\$ 1,006,897

Revenue Increase Request.xlsx

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

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

Section

1 Institution **Sam Houston State University** Effective Date **Fall 2015**

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

3 Justification Increased costs of operations due to growing student population and increased renovations and repairs, particularly in our older buildings, have been included in the review of housing costs and this request. Funding is also needed for future planned projects to further enhance student housing.

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

We are using more energy-saving materials to maintain our buildings in order to assist the Department of Residence Life in operating more efficiently.

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	\$2,878.00	\$2,992.00	4%	Student	472/508*	\$53,808.00
Spring	\$2,878.00	\$2,992.00	4%	Student	472/508*	\$53,808.00
Summer I						
Summer II						
Total for Fiscal Year						<u>\$107,616.00</u>

*figure based on projected percentage of occupancy

6 Expenditure Plan

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

Cost of Goods Sold	
Salaries and Wages	\$40,000.00
Payroll Related Costs (e.g., Benefits)	\$10,000.00
Professional Fees and Services	
Travel	
Materials and Supplies	
Communications and Utilities	
Repairs and Maintenance	\$57,616.00
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other	
Other	
Total for Fiscal Year	<u>\$107,616.00</u>

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund			
Designated Fund			
Auxiliary Fund	\$ 4,322,549	\$ 1,178,072	\$ 1,006,897

Revenue Increase Request.xlsx

SRSU: Authorization to Set Room and Board Rates for FY 2016

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

Sul Ross State University be authorized to charge room and board plan rates beginning with the Fall 2015 semester as follows:

Residence Hall Rates:

Unit	Current	Proposed	% change	Capacity (# of Beds Available)	Occupancy (Avg % for FY2014)
Lobo Village Residence Hall – per Fall/Spring semester	\$2,256	\$2,391	6.00%	496	88%
Lobo Village Residence Hall – per Summer semester	\$767	\$813	6.00%	496	11%
Fletcher Residence Hall – per Fall/Spring semester – Double Occupancy	\$1,195	\$1,267	6.00%	110	10% - used mostly as overflow
Fletcher Residence Hall – per Fall/Spring semester - Private	\$1,787	\$1,894	6.00%	55	0% - available as overflow
Fletcher Residence Hall – per Summer semester – Double Occupancy	\$391	\$415	6.00%	110	0% - available as overflow
Fletcher Residence Hall – per Summer semester – Private	\$587	\$622	6.00%	55	0% - available as overflow
Mountainside Residence Hall – per Fall/Spring semester – Double Occupancy	\$1,180	\$1,251	6.00%	52	0% - available as overflow
Mountainside Residence Hall – per Fall/Spring semester – Private	\$1,765	\$1,871	6.00%	26	0% - available as overflow

Apartment Rates:

	Current	Proposed	% change		
Lobo Village Efficiency Apts. – per month	\$546	\$568	4.03%	60	98%
Lobo Village Family Apts. – per month	\$582	\$605	3.95%	40	96%

Meal Plan Rates – Fall and Spring Semesters:

Meal Plan	Current	Proposed	% change
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7 Day/20 Meals with \$120 Lobo Bucks	\$1,452	\$1,492	2.75%
7 Day/16 Meals with \$120 Lobo Bucks	\$1,406	\$1,445	2.77%
200 Meals with \$200 Lobo Bucks	\$1,473	\$1,514	2.78%

Meal Plan Rates – Summer Semesters:

Meal Plan	Current	Proposed	% change
7 Day/20 Meals with \$50 Lobo Bucks	\$525	\$539	2.67%
7 Day/16 Meals with \$50 Lobo Bucks	\$505	\$519	2.77%
75 Meals with \$75 Lobo Bucks	\$561	\$576	2.67%

Explanation

The University is requesting increases/changes to the meal plan rates as shown above effective with the Fall 2015 Semester. The rates presented include applicable sales tax. Increases requested for the meal plans are approximately 2.75% and are intended to address increases in the CPI. The meal plan rates were last increased for the Fall 2014 semester. Increases of approximately 6% and 4% respectively are also requested for room and apartment rates effective with the Fall 2015 semester. These increases are needed to fund the additional cost of providing WIFI services in all of our housing units. This service was implemented as part of a pilot program in the Fall 2014 semester. FY 2016 costs reflect the full implementation and full annual costs. Room rates were last increased for the Fall 2014 semester.

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

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

Section

1 Institution Sul Ross State University **Effective Date** Fall 2015 Semester

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

3 Justification SRSU offers residence hall suites in Lobo Village with private bedrooms and shared bathroom and living areas. SRSU is requesting this increase of approximately 6% to offset increased cost of operations. The funds from this increase will be used to fund the second year of full WIFI in the housing complex in addition to a modest pay raise for staff.

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

As the facilities age, maintenance costs increase. We have been focusing on ensuring that deferred maintenance remains low for these facilities by addressing issues as they arise. We have implemented several energy saving measures both with equipment and in procedures to keep utility costs down. The facility is now seven years into operations so maintenance issues are increasing. We implemented a pilot program of full WIFI service in the housing complex which was very well received by

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	\$2,256	\$2,391	6.0%	Student	475	\$ 64,125
Spring	\$2,256	\$2,391	6.0%	Student	390	\$ 52,650
Summer I	\$767	\$813	6.0%	Student	55	\$ 2,530
Summer II	\$767	\$813	6.0%	Student	55	\$ 2,530
Total for Fiscal Year						<u>\$ 121,835</u>

6 Expenditure Plan

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

Cost of Goods Sold	
Salaries and Wages	\$ 3,000
Payroll Related Costs (e.g., Benefits)	\$ 900
Professional Fees and Services	
Travel	
Materials and Supplies	
Communications and Utilities	\$ 117,935
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other: Free Laundry Service	
Other	
Total for Fiscal Year	<u>\$ 121,835</u>

7 Fiscal Year-End Fund Balances

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

Note: The Auxiliary Fund Balance represents primarily funds from operations which were/will be used for debt service in the following year.

Revenue Increase Request.xlsx

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

Section

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

1 **Institution** Sul Ross State University **Effective Date** | Fall 2015 Semester

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

3 **Justification** SRSU has utilized Fletcher Hall as an overflow facility as well as a lower cost option. 110 double rooms are available in this residence hall. Since this residence hall is one of the older facilities on campus, it requires additional maintenance and upkeep. SRSU is requesting this increase to offset increased cost of operations. This 6.0% increase would allow us to continue our processes of addressing maintenance issues quickly. The funds from this increase will be used to fund the second year of full WIFI in the housing complex in addition to a modest pay raise for staff. Although not likely to be used much, the private rate for Fletcher Hall would be 150% of the double rate.

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

Additional security cameras were also installed on all floors in an effort to lower damages and thus maintenance costs. An increased presence by housing staff is also being used to address damages.

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	\$1,195	\$1,267	6.03%	Student	50	\$ 3,600
Spring	\$1,195	\$1,267	6.03%	Student	50	\$ 3,600
Summer I	\$391	\$415	6.14%	Student	0	\$ -
Summer II	\$391	\$415	6.14%	Student	0	\$ -
Total for Fiscal Year						<u>\$ 7,200</u>

6 **Expenditure Plan**

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

Cost of Goods Sold	_____
Salaries and Wages	_____
Payroll Related Costs (e.g., Benefits)	_____
Professional Fees and Services	_____
Travel	_____
Materials and Supplies	_____
Communications and Utilities	<u>\$ 7,200</u>
Repairs and Maintenance	_____
Rentals and Leases	_____
Printing and Reproduction	_____
Debt Service or Interest Expense	_____
Scholarships	_____
Other: Free Laundry Service_	_____
Other _____	_____

Total for Fiscal Year \$ 7,200

7 **Fiscal Year-End Fund Balances**

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

Note: The Auxiliary Fund Balance represents primarily funds from operations which were/will be used for debt service in the following year.

Revenue Increase Request.xlsx

Texas State University System
Request for Tuition or Fee Increase

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

Section

1 **Institution** Sul Ross State University **Effective Date** Fall 2015 Semester

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

3 **Justification** SRSU opened the south wing of the second floor in Mountainside Hall initially as an overflow facility in the Fall 2010 semester to eliminate the need to use hotel rooms when all other housing units were fully occupied. 52 double rooms are available in this facility as needed. Since this residence hall is one of the older facilities on campus, it requires much additional maintenance and upkeep so use of the facility is kept to a minimum but is available if we need it. SRSU is requesting this 6.0% increase to offset cost of operations. Although not likely to be used much, the private rate for Mountainside Hall would be 150% of the double rate. This increase is requested in order to maintain the proper

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

With the completion of our Campus Infrastructure project and thus the elimination of the Central Boiler system, this facility is no longer on a utility distribution system. Thus utility costs are kept to a minimum.

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	\$1,180	\$1,251	6.02%	Student	0	\$ -
Spring	\$1,180	\$1,251	6.02%	Student	0	\$ -
Summer I	\$320	\$339	5.94%	Student	0	\$ -
Summer II	\$320	\$339	5.94%	Student	0	\$ -
Total for Fiscal Year						\$ -

6 **Expenditure Plan**

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

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

7 **Fiscal Year-End Fund Balances**

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

Note: The Auxiliary Fund Balance represents primarily funds from operations which were/will be used for debt service in the following year.

Revenue Increase Request.xlsx

Texas State University System
Request for Tuition or Fee Increase

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

Section

1 Institution Sul Ross State University Effective Date Fall 2015 Semester

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

3 Justification SRSU offers 60 furnished one bedroom efficiency apartments. SRSU is requesting this 4.03% increase to offset increased cost of operations and to address maintenance issues as they arise. The funds from this increase will be used to fund the second year of full WIFI in the housing complex in addition to a modest pay raise for staff.

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

Energy saving measures including range limited thermostats have been implemented. We are making the effort to keep deferred maintenance down as much as possible by addressing issues quickly. These apartments have high useage so it is imperative that we continue our maintenance efforts.

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	\$546	\$568	4.03%	Student - month	265.5	\$ 5,841
Spring	\$546	\$568	4.03%	Student - month	261	\$ 5,742
Summer I	\$546	\$568	4.03%	Student - month	87	\$ 1,914
Summer II	\$546	\$568	4.03%	Student - month	87	\$ 1,914
Total for Fiscal Year						<u>\$ 15,411</u>

6 Expenditure Plan

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

Cost of Goods Sold	
Salaries and Wages	\$ -
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	
Communications and Utilities	\$ 15,411
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other	
Other	
Total for Fiscal Year	<u>\$ 15,411</u>

7 Fiscal Year-End Fund Balances

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

Note: The Auxiliary Fund Balance represents primarily funds from operations which were/will be used for debt service in the following year.

Revenue Increase Request.xlsx

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

Section

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

1 Institution Sul Ross State University **Effective Date** Fall 2015 Semester

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

3 Justification SRSU offers 40 furnished two bedroom family apartments. SRSU is requesting this 3.95% increase to offset increased cost of operations. We have made a concerted effort to keep deferred maintenance to a minimum in all campus housing operations. These apartments have a history of high use and thus maintenance issues arise frequently. The funds from this increase will be used to fund the second year of full WIFI in the housing complex in addition to a

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

Energy saving measures including range limited thermostats have been implemented. We continue our efforts to keep deferred maintenance down as much as possible by addressing issues as quickly as we can.

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	\$582	\$605	3.95%	Student - month	175.5	\$ 4,037
Spring	\$582	\$605	3.95%	Student - month	166.5	\$ 3,830
Summer I	\$582	\$605	3.95%	Student - month	58.5	\$ 1,346
Summer II	\$582	\$605	3.95%	Student - month	58.5	\$ 1,346
Total for Fiscal Year						<u>\$ 10,557</u>

6 Expenditure Plan

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

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	
Communications and Utilities	\$ 10,557
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other	
Other	

Total for Fiscal Year \$ 10,557

7 Fiscal Year-End Fund Balances

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

Note: The Auxiliary Fund Balance represents primarily funds from operations which were/will be used for debt service in the following year.

Revenue Increase Request.xlsx

Texas State University System
Request for Tuition or Fee Increase

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

Section

1 **Institution** Sul Ross State University **Effective Date** | Fall 2015 Semester

2 **Type of Revenue** Meal Plan - 7 Day/20 Meals with \$120 Lobo Bucks
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 **Justification** SRSU contracts with ARAMARK to provide food services to its students. ARAMARK has requested an increase in the rate for this plan from \$1,452 to \$1,492 inclusive of sales tax. This represents an increase of approximately 2.75%. This increase represents the percentage increase in the consumer price index for Food away from home. ARAMARK has historically agreed to maintain price increases as low as possible but this added revenue is needed to address the increased cost of providing their service.

4 **What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?**
ARAMARK is continuing efforts to hold down the cost of this service while maintaining quality as evidenced by their willingness to hold down their rate increase. We entered into a new contract during FY2013 in which they committed to a financial investment to continue to upgrade the dining facilities and equipment. In addition, programs are continually enhanced in order to add value to the students' experience.

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	\$1,452	\$1,492	2.75%	Student	272	\$ 10,880
Spring	\$1,452	\$1,492	2.75%	Student	260	\$ 10,400
Summer I	\$525	\$539	2.67%	Student	15	\$ 210
Summer II	\$525	\$539	2.67%	Student	10	\$ 140
Total for Fiscal Year						<u>\$ 21,630</u>

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

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	\$ 17,584
Travel	
Materials and Supplies	
Communications and Utilities	
Repairs and Maintenance	\$ 2,398
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other Sales Tax	\$ 1,648
Other	
Total for Fiscal Year	<u>\$ 21,630</u>

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

Note: The Auxiliary Fund Balance represents primarily funds from operations which were/will be used for debt service in the following year.

Revenue Increase Request.xlsx

Texas State University System
Request for Tuition or Fee Increase

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

Section

1 Institution Sul Ross State University Effective Date Fall 2015 Semester

2 Type of Revenue Meal Plan - 7 Day/16 Meals with \$120 Lobo Bucks

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

3 Justification SRSU contracts with ARAMARK to provide food services to its students. ARAMARK has requested an increase in the rate for this plan from \$1,406 to \$1,445 inclusive of sales tax. This represents an increase of approximately 2.75%. This increase represents the percentage increase in the consumer price index for Food away from home. ARAMARK has historically agreed to maintain price increases as low as possible but this added revenue is needed to address the increased cost of providing their service.

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

ARAMARK is continuing efforts to hold down the cost of this service while maintaining quality as evidenced by their willingness to hold down their rate increase. We entered into a new contract during FY2013 in which they committed to a financial investment to continue to upgrade the dining facilities and equipment. In addition, programs are continually enhanced in order to add value to the students'

5 Details

	(A)	(B)	(C)	(D)	(E)	(F)
	Current Rate	Proposed Rate	% Change	Type of Revenue Unit (SCH, Student, etc.)	Number of Revenue Units (SCH, Students, etc.)	Revenue from Proposed Change Cols ((B)-(A)) x Col E
Fall	\$1,406	\$1,445	2.77%	Student	208	\$ 8,112
Spring	\$1,406	\$1,445	2.77%	Student	115	\$ 4,485
Summer I	\$505	\$519	2.77%	Student	22	\$ 308
Summer II	\$505	\$519	2.77%	Student	14	\$ 196
Total for Fiscal Year						\$ 13,101

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	\$ 10,651
Travel	
Materials and Supplies	
Communications and Utilities	
Repairs and Maintenance	\$ 1,452
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other - Sales Tax	\$ 998
Other	
Total for Fiscal Year	\$ 13,101

7 Fiscal Year-End Fund Balances

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

Note: The Auxiliary Fund Balance represents primarily funds from operations which were/will be used for debt service in the following year.

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

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

1 Institution Sul Ross State University **Effective Date** Fall 2015 Semester

2 Type of Revenue Meal Plan - 200 Meals with \$200 Lobo Bucks
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification SRSU contracts with ARAMARK to provide food services to its students. ARAMARK has requested an increase in the rate for this plan from \$1,473 to \$1,514 inclusive of sales tax. This represents an increase of approximately 2.75%. This increase represents the percentage increase in the consumer price index for Food away from home. ARAMARK has historically agreed to maintain price increases as low as possible but this added revenue is needed to address the increased cost of providing their service.

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

ARAMARK is continuing efforts to hold down the cost of this service while maintaining quality as evidenced by their willingness to hold down their rate increase. We entered into a new contract during FY2013 in which they committed to a financial investment to continue to upgrade the dining facilities and equipment. In addition, programs are continually enhanced in order to add value to the students' experience.

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	\$1,473	\$1,514	2.78%	Student	52	\$ 2,132
Spring	\$1,473	\$1,514	2.78%	Student	5	\$ 205
Summer I	\$561	\$576	2.67%	Student	0	\$ -
Summer II	\$561	\$576	2.67%	Student	0	\$ -

Total for Fiscal Year \$ 2,337

NOTE: The estimate of new revenue is derived by comparing to the old 20MP rate. It is expected that some students will shift from both of the existing plans to this new plan.

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	\$ 1,900
Travel	
Materials and Supplies	
Communications and Utilities	
Repairs and Maintenance	\$ 259
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other - Sales Tax	\$ 178
Other	

Total for Fiscal Year \$ 2,337

7 Fiscal Year-End Fund Balances

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

Note: The Auxiliary Fund Balance represents primarily funds from operations which were/will be used for debt service in the following year.

TXST: Room and Board Rates for FY 2016

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

The Residence Hall, Bobcat Village, and Board rates at Texas State University
for Fiscal Year 2016 as shown in the tables below be approved.

Housing and Residential Life: Room Rates

UNIVERSITY RESIDENCE HALLS & BOBCAT VILLAGE APARTMENTS	Per Semester FY2015	Per Semester FY2016	Capacity (# of Beds Available)	Occupancy (Avg % for FY2014)
Burleson, Hornsby (Un-air conditioned)	\$ 1,535	\$1,590	128	87%
Arnold, Beretta, Brogdon, Butler, Elliott, Jackson, Lantana, Laurel, Retama, Smith, Serry	\$ 2,525	\$2,615	2,254	96%
Bexar, Tower	\$ 2,895	\$2,995	612	98%
Blanco Triple	\$ 2,555	\$2,645	237	95%
Blanco Large Triple	\$ 2,780	\$2,875	48	95%
Blanco Double	\$ 3,370	\$3,490	374	95%
Chautauqua, Gaillardia Single	\$ 3,895	\$4,030	46	99%
Chautauqua, Gaillardia Double	\$ 3,460	\$3,580	544	99%
College Inn Double Bedroom/Quad Suite	\$ 3,190	\$3,300	272	98%
San Marcos Double Bedroom/Quad Suite	\$ 3,460	\$3,580	136	98%
San Marcos Single Bedroom/Quad Suite	\$ 3,895	\$4,030	272	98%
San Jacinto Single Bedroom/Quad Suite	\$ 3,895	\$4,030	420	97%
San Jacinto Single Bedroom/Double Suite	\$ 3,895	\$4,030	38	97%
Falls, Sayers Single (Opened August 2014)	\$ 3,895	\$4,030	24	97%**
Falls, Sayers Double (Opened August 2014)	\$ 3,460	\$3,580	532	97%**
Bobcat Village 1 Bedroom/1 Bath Apartment	\$ 4,455	\$4,610	99	96%
Bobcat Village 2 Bedroom/2 Bath Apartment	\$ 3,895	\$4,030	548	97%

**Falls & Sayers Halls opened August 2014. Occupancy percentage is for Fall Semester FY2015.

Auxiliary Services: Board Rates

MEAL PLAN TYPE	Per Semester FY 2015	Per Semester FY 2016
150 Meal Plan + \$125 Dining Dollars	\$ 1,101	\$ 1,120
200 Meal Plan + \$100 Dining Dollars	\$ 1,195	\$ 1,217
250 Meal Plan + \$ 75 Dining Dollars	\$ 1,281	\$ 1,305

Explanation

Texas State is requesting approval for a rate increase of 3.5 percent for university residence halls and Bobcat Village Apartments.

The resulting revenues will be used to cover increases in staff salaries and wages for anticipated merit and longevity pay; employer paid health insurance benefits; maintenance and operations; and debt service.

The University is requesting an increase of 2.0 percent in dining hall meal plan rates.

The resulting revenues are necessary to offset the contractually-obligated Consumer Price Index increase in the amounts paid to the contractor and to pay the anticipated debt service associated with the Jones Dining Hall renovation project.

Texas State University System
Request for Tuition or Fee Increase

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

Section

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

2 Type of Revenue University Housing - Residence Halls and Apartments
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification **FY 2016 Budget Assumptions:** Salary increases for Merit Pay @ 3.0% and Longevity Pay @ 1.0%; Employee Health Insurance increase 9.0%.
Housing & ResLife: Net increase in debt service payment over FY2015 is \$909,286.

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

1. We have evaluated organizational structure and staffing needs. 2. We have initiated several preventative maintenance programs at all halls and apartments and utility cost analysis procedures at the apartments which has helped keep costs under control.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>Avg. % 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	See Board Order for Details					\$ 633,232
Spring						\$ 633,232
Summer I						
Summer II						
Total for Fiscal Year						\$ 1,266,464

6 Expenditure Plan

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

Cost of Goods Sold	
Salaries and Wages	\$ 218,454
Payroll Related Costs (e.g., Benefits)	\$ 102,788
Parking Services Charges	\$ 18,055
Travel	
Materials and Supplies	
Communications and Utilities	
Repairs and Maintenance	\$ 17,881
Rentals and Leases	
Printing and Reproduction	
Debt Service	\$ 909,286
Scholarships	
Other	
Total for Fiscal Year	\$ 1,266,464

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund	\$ 3,425,761	\$ 2,855,576	\$ 1,884,918
Designated Fund	\$ 85,780,426	\$ 83,912,716	\$ 79,595,319
Auxiliary Fund	\$ 58,464,016	\$ 48,267,145	\$ 46,486,227

Revenue Increase Request.xlsx

Texas State University System
Request for Tuition or Fee Increase

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

Section

1 Institution Texas State University Effective Date 19 FY 2016

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

3 Justification The daily rate paid to the dining services contractor increased by 2.5%. This increase is contractual and based on the percentage change in the CPI for food eaten away from home over a 12 month period November - October. The Meal Plan Rates were adjusted to absorb the increase payment to the contractor as well as additional funds necessary for capital improvements, utilities, and Bond Payment.

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

The increase for FY 16 will not cover all operating expenses and the new bond payment, however will have a contribution to Reserve in FY 15 that will be used to offset the loss.

5 Details	(A)	(B)	(C)	(E)	(F)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Sales Tax</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>	<i>Total Revenue</i>
Fall			2.00%	\$ 9,786.00	\$ 118,614.00	\$ 128,400.00
Spring			2.00%	\$ 8,800.00	\$ 106,667.00	\$ 115,467.00
Sales Tax					\$ -	\$ -
Summer II					\$ -	\$ -
Total for Fiscal Year						<u>\$ 243,867.00</u>

6 Expenditure Plan

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

Cost of Goods Sold	
Salaries and Wages	\$ -
Payroll Related Costs (e.g., Benefits)	\$ -
Professional Fees and Services	\$ 225,281.00
Sales Tax	\$ 18,586.00
Travel	
Materials and Supplies	
Communications and Utilities	\$ -
Repairs and Maintenance	\$ -
Rentals and Leases	\$ -
Printing and Reproduction	
Debt Service or Interest Expense	\$ -
Scholarships	
Other ____ Admin OH	\$ -
Other ____ Capital Outlay	\$ -
Total for Fiscal Year	<u>\$ 243,867.00</u>

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund	\$ 3,425,761	\$ 2,855,576	\$ 1,884,918
Designated Fund	\$ 85,780,426	\$ 83,912,716	\$ 79,595,319
Auxiliary Fund	\$ 58,464,016	\$ 48,267,145	\$ 46,486,227

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

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

1. The “Eighteenth Supplemental Resolution to the Master Resolution Establishing the Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing the Issuance of Tax-Exempt and Taxable Commercial Paper Notes; and Approving and Authorizing Instruments and Procedures Relating Thereto” be adopted;
2. the Chancellor be authorized to approve expenditures to fund issuance costs of the Commercial Paper Program (the “Program”) when issued; and
3. the Vice Chancellor for Finance be authorized to
 - a. allocate issuance, financial and operating costs of the Program among system components according to estimated demand for and use of the Program; and
 - b. establish such rules and procedures as determined to be reasonable and necessary for the efficient and effective operation of the Program.

Explanation

The Eighteenth Supplemental Resolution to the Master Resolution authorizes the issuance of up to \$240,000,000 in Commercial Paper Notes to support the System’s short term borrowing needs. Maximum maturity of the notes is 270 days. The Commercial Paper Notes are cancelled upon repayment at or before maturity or may be refunded at or before maturity by the issuance of additional Commercial Paper Notes or Revenue Financing System Debt. The Resolution also appoints U.S. Bank National Association, New York, New York as initial Issuing and Paying Agent for the Commercial Paper Notes and Morgan Stanley & Co. LLC and Loop Capital Markets, LLC, each as a Dealer in the Commercial Paper Notes. The authorization to finance projects with short-term Commercial Paper Notes issued under the Resolution does not change the limit of \$828,000,000 for new long-term debt authorized to be issued as bonds under the "Twentieth Supplemental Resolution to the Master Resolution Authorizing the Issuance, Sale and Delivery of Board of Regents, Texas State University System Revenue Financing System Revenue Bonds" also under consideration by Regents during the February 19-20, 2015 meeting.

This action re-adopts the existing Eighteenth Supplemental Resolution to the Master Resolution in order to reset effective dates and to provide fully for the issuance of taxable and tax-exempt Commercial Paper Notes.

**EIGHTEENTH SUPPLEMENTAL RESOLUTION
TO THE MASTER RESOLUTION ESTABLISHING THE
TEXAS STATE UNIVERSITY SYSTEM
REVENUE FINANCING SYSTEM
COMMERCIAL PAPER PROGRAM, SERIES A;
AUTHORIZING THE ISSUANCE OF TAX-EXEMPT AND
TAXABLE COMMERCIAL PAPER NOTES;
AND APPROVING AND AUTHORIZING INSTRUMENTS
AND PROCEDURES RELATING THERETO**

WHEREAS, on August 13, 1998, the Board of Regents, Texas State University System (the "Board") adopted the *"Master Resolution Establishing The Texas State University System Revenue Financing System"* and on June 19, 2008 the Board adopted a *"Resolution Amending the Master Resolution Establishing the Texas State University System Revenue Financing System"* (collectively, referred to as the "Master Resolution"); and

WHEREAS, unless otherwise defined herein, capitalized terms used herein shall have the meaning given in the Master Resolution; and

WHEREAS, the Master Resolution establishes the Revenue Financing System and pledges the Pledged Revenues to the payment of Parity Debt to be outstanding under the Master Resolution; and

WHEREAS, the Board has implemented the Revenue Financing System in order to establish a system of financing improvements for Members of the Financing System in a manner consistent with State law; and

WHEREAS, the Board deems it necessary and desirable to authorize a series of commercial paper notes, as described herein, and provide for the issuance of this series of commercial paper notes without requiring the System to provide liquidity, either from internal or external sources, in support of the payment of the commercial paper notes herein authorized; and

WHEREAS, the notes authorized to be issued by this Eighteenth Supplement are to be issued and delivered pursuant to Chapter 55, Texas Education Code, Chapter 1371, Texas Government Code, and other applicable laws.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM THAT:

**ARTICLE I
DEFINITIONS AND CONSTRUCTION OF TERMS**

Section 1.01. **Definitions.** In addition to the definitions set forth in the preamble of this Eighteenth Supplement, the terms used in this Eighteenth Supplement and not otherwise defined

shall have the meanings given in the Master Resolution or in Exhibit A to this Eighteenth Supplement attached hereto and made a part hereof.

Section 1.02. **Construction of Terms.** If appropriate in the context of this Eighteenth Supplement, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Eighteenth Supplement as a whole and not to any particular Section or other subdivision. References to any named person mean that party and its successors and assigns. References to time shall be to prevailing time in New York, New York. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Eighteenth Supplement is adopted by the Board and any future amendments thereto or successor provisions thereof. This Eighteenth Supplement shall be effective immediately from and after its passage in accordance with the provisions of Section 1201.028, Texas Government Code.

ARTICLE II

AUTHORIZATION OF COMMERCIAL PAPER NOTES

Section 2.01. **General Authorization.** (a) *Maximum Principal Amount.* Pursuant to authority conferred by and in accordance with the provisions of the Constitution and laws of the State of Texas, particularly the Acts, Commercial Paper Notes shall be and are hereby authorized to be issued in an aggregate principal amount not to exceed \$240,000,000 at any one time Outstanding for the purpose of financing Project Costs of Eligible Projects and to refinance, renew, or refund Commercial Paper Notes, Prior Encumbered Obligations, and Parity Debt, including interest thereon, all in accordance with and subject to the terms, conditions, and limitations contained herein. For purposes of this Section 2.01, any portion of Outstanding Commercial Paper Notes to be paid from money on deposit with the Issuing and Paying Agent and from the available proceeds of Parity Debt or other obligations of the Board issued on the day of calculation shall not be considered Outstanding. The authority to issue Commercial Paper Notes from time to time under the provisions of this Eighteenth Supplement shall exist until the Maximum Maturity Date, regardless of whether at any time prior to the Maximum Maturity Date there are any Commercial Paper Notes Outstanding. Anything to the contrary herein notwithstanding, Commercial Paper Notes may only be issued to refinance or refund Prior Encumbered Obligations or Parity Debt (other than Commercial Paper Notes) to effect a gross defeasance thereof in accordance with the provisions of Chapter 1207, Texas Government Code, if such Prior Encumbered Obligations or Parity Debt (other than Commercial Paper Notes) were issued as "obligations" under Chapter 1371, Texas Government Code, and the Board has previously approved such refinancing or refunding. Proceeds so received for such purpose shall be invested and secured in accordance with applicable law, including, without limitation, the provisions of Chapter 1207, Texas Government Code.

(b) *Issuance of Tax-Exempt Commercial Paper Notes and Taxable Commercial Paper Notes.* Commercial Paper Notes may be issued as Tax-Exempt Commercial Paper Notes and Taxable Commercial Paper Notes.

Section 2.02. **Commercial Paper Notes.** (a) *Tax-Exempt Commercial Paper Notes.* Under and pursuant to the authority granted hereby and subject to the limitations contained herein, Tax-Exempt Commercial Paper Notes to be designated "**Board of Regents, Texas State University System Revenue Financing System Commercial Paper Notes, Tax-Exempt Series A**" are hereby authorized to be issued and sold and delivered from time to time in such principal amounts as determined by an Authorized Representative in denominations of \$100,000 or in integral multiples of \$1,000 in excess thereof, numbered in ascending consecutive numerical order in the order of their issuance, and shall mature and become due and payable on such dates as an Authorized Representative shall determine at the time of sale; provided that, (a) the Original Maturity Date for each Tax-Exempt Commercial Paper Note shall be not less than 1 day nor greater than the Maximum Original Maturity Days from its Issue Date and (b) the Extended Maturity Date for each Tax-Exempt Commercial Paper Note shall not be greater than 270 calendar days from its Issue Date.

(b) *Taxable Commercial Paper Notes.* Under and pursuant to the authority granted hereby and subject to the limitations contained herein, Taxable Commercial Paper Notes to be designated "**Board of Regents, Texas State University System Revenue Financing System Commercial Paper Notes, Taxable Series A**" are hereby authorized to be issued and sold and delivered from time to time in such principal amounts as determined by an Authorized Representative in denominations of \$100,000 or in integral multiples of \$1,000 in excess thereof, numbered in ascending consecutive numerical order in the order of their issuance, and shall mature and become due and payable on such dates as an Authorized Representative shall determine at the time of sale; provided that, (a) the Original Maturity Date for each Taxable Commercial Paper Note shall be not less than 1 day nor greater than the Maximum Original Maturity Days from its Issue Date and (b) the Extended Maturity Date for each Taxable Commercial Paper Note shall not be greater than 270 calendar days from its Issue Date.

(c) *General.* Subject to the limitations contained herein, Commercial Paper Notes herein authorized shall be dated as of their date of issuance (the "Note Date") and shall bear no interest or bear interest at such rate or rates per annum computed, with respect to the Tax-Exempt Commercial Paper Notes, on the basis of actual days elapsed and on a 365-day or 366-day (as applicable) year (but in no event to exceed the Maximum Interest Rate) and, with respect to the Taxable Commercial Paper Notes, on the basis of actual days elapsed and on a 360-day year (but in no event to exceed the Maximum Interest Rate), as may be determined by an Authorized Representative. The Commercial Paper Notes shall bear interest from the Note Date until the Original Maturity Date at the Original Rate. Interest, if any, on Commercial Paper Notes shall be payable on any Original Maturity Date. The foregoing notwithstanding, on any Original Maturity Date, if the Authorized Representative exercises the option to extend the Original Maturity Date to an Extended Maturity Date, the Commercial Paper Notes will bear interest from the Original Maturity Date to the Extended Maturity Date at the Extended Rate. If the Authorized Representative exercises the option in accordance with this Eighteenth Supplement to extend the Original Maturity Date of any Commercial Paper Note to an Extended Maturity Date, the accrued but unpaid interest on the Commercial Paper Note, but not the principal of the Commercial Paper Note, shall be paid on its Original Maturity Date. The Extended Rate will be determined by the Issuing and Paying Agent based on the Prevailing Ratings available as of 11:00 a.m. on the Original Maturity Date and on each Thursday thereafter until the Extended

Maturity Date or the date fixed for redemption of such Commercial Paper Notes, and will apply from that Thursday through the following Wednesday, the Extended Maturity Date, or the date fixed for redemption of such Commercial Paper Notes, as the case may be. If the Original Maturity Date is before the 15th day of the month, interest shall be payable on the first Business Day of the next month and on the first Business Day of each month thereafter and on the Extended Maturity Date for this Commercial Paper Note. If the Original Maturity Date is on or after the 15th day of the month, interest shall be payable on the first Business Day of the second succeeding month and on the first Business Day of each month thereafter, and on the Extended Maturity Date for this Commercial Paper Note or the date fixed for redemption of such Commercial Paper Notes, as the case may be.

Commercial Paper Notes may be payable to bearer or may be issued in registered form, without coupons, or may be issued in book-entry only form pursuant to Section 2.03(b) as determined by an Authorized Representative. Both principal of and interest on the Commercial Paper Notes shall be payable in lawful money of the United States of America, without exchange or collection charges to the Holder thereof in the manner provided in the Form of Commercial Paper Notes set forth in Exhibit B to this Eighteenth Supplement.

Commercial Paper Notes issued hereunder may contain terms and provisions for the payment, redemption or prepayment thereof prior to maturity, subject to any applicable limitations contained herein, as provided herein or otherwise as shall be determined by an Authorized Representative.

Subject to applicable terms, limitations, and procedures contained herein, the Commercial Paper Notes may be sold in such manner at public or private sale and at par or at such discount or premium (within the interest rate and yield restrictions provided herein) as an Authorized Representative shall approve at the time of the sale thereof.

(d) *Notice of Extension.* The Authorized Representative shall deliver to the Issuing and Paying Agent and the Dealer an Extension Request by no later than 11:30 a.m. on the Original Maturity Date if the option to extend the Original Maturity Date of a Commercial Paper Note to an Extended Maturity Date is exercised. The Issuing and Paying Agent shall correspondingly notify (i) DTC by no later than 12:00 noon on the Original Maturity Date and (ii) each Rating Agency then maintaining a rating on the Commercial Paper Notes by the close of business in New York, New York on the Original Maturity Date, that the maturity of such Commercial Paper Note is being extended to the Extended Maturity Date. Even if the requisite notices are not given, if payment of the principal of and interest on a Commercial Paper Note does not occur on the Original Maturity Date, the maturity of the Commercial Paper Note shall be extended automatically to the Extended Maturity Date. With the consent of the Issuing and Paying Agent and the Dealer, the Authorized Representative may modify the notification provisions contained in this Section 2.02(d) if deemed appropriate to conform to DTC's rules and procedures.

(e) *No Redemption Prior to Original Maturity Date.* The Commercial Paper Notes shall not be subject to redemption prior to their Original Maturity Date.

(f) *Redemption following Extension of Original Maturity Date.* In the event the Board, acting through an Authorized Representative, exercises its option to extend the maturity of any Commercial Paper Note from its Original Maturity Date to an Extended Maturity Date, that Commercial Paper Note may be redeemed on any date after its Original Maturity Date, at the option of the Board, at a redemption price equal to par (100%), plus accrued and unpaid interest to the redemption date. To exercise its redemption option, an Authorized Representative shall provide not less than five (5) nor more than twenty five (25) calendar days' notice to the Issuing and Paying Agent. The Issuing and Paying Agent will notify the DTC of the Commercial Paper Notes to be redeemed within one Business Day of receipt of such notice.

(g) *No Default.* In no event shall an extension of the Original Maturity Date constitute a default or a breach of any covenant under this Eighteenth Supplement.

Section 2.03. Issuing and Paying Agent and Book-Entry Only System. (a) *Issuing and Paying Agent.* The Board covenants to maintain and provide an Issuing and Paying Agent at all times while the Commercial Paper Notes are outstanding, which shall be a national or state banking association or corporation organized and doing business under the laws of the United States of America or of any State and authorized under such laws to exercise trust powers. The initial Issuing and Paying Agent for the Commercial Paper Notes shall be U.S. Bank National Association, New York, New York. The Board covenants and agrees to keep and maintain the Registration Books at the corporate office of the Issuing and Paying Agent designated as the place of payment and transfers of the Commercial Paper Notes (the "Designated Trust Office"), all as provided herein and pursuant to such reasonable rules and regulations as the Issuing and Paying Agent may prescribe. Should a change in the Issuing and Paying Agent for the Commercial Paper Notes occur after the appointment of the initial Issuing and Paying Agent by the Authorized Representative, the Board agrees to promptly cause a written notice thereof to be (i) sent to each Holder of the Commercial Paper Notes then outstanding by United States mail, first class, postage prepaid and (ii) published in a financial newspaper or journal of general circulation in The City of New York, New York, once during each calendar week for at least two calendar weeks; provided, however, that the publication of such notice shall not be required if notice is given to each Holder in accordance with clause (i) above. Such notice shall give the address of the successor Paying Agent/Registrar. A successor Issuing and Paying Agent may be appointed without the consent of the Holders.

The Board and the Issuing and Paying Agent may treat the bearer (in the case of Commercial Paper Notes so registered) or the Registered Owner of any Commercial Paper Note as the absolute owner thereof for the purpose of receiving payment thereof and for all purposes, and, to the extent permitted by law, the Board and the Issuing and Paying Agent shall not be affected by any notice or knowledge to the contrary.

(b) *Book-Entry Only System.* If an Authorized Representative determines that it is possible and desirable to provide for a book-entry only system of Commercial Paper Note registration with DTC, such Authorized Representative, acting for and on behalf of the Board, is hereby authorized to approve, execute, and deliver a Letter of Representations to DTC and to enter into such other agreements and execute such instruments as are necessary to implement such book-entry only system, such approval to be conclusively evidenced by the execution

thereof by said Authorized Representative. Under the initial book-entry only system with DTC, (i) no physical Commercial Paper Note certificates will be delivered to DTC and (ii) there will be executed and delivered to the Issuing and Paying Agent, as custodian for DTC, a master note relating to the Tax-Exempt Commercial Paper Notes (the "Tax-Exempt Master Note") and a master note relating to the Taxable Commercial Paper Notes (the "Taxable Master Note" and, together with the Tax-Exempt Master Note, referred to collectively herein as the "Master Note"), respectively, in substantially the forms set forth in Exhibit C. Except as provided herein, the ownership of the Commercial Paper Notes shall be registered in the name of Cede & Co., as nominee of DTC, which will serve as the initial securities depository for the Commercial Paper Notes. Ownership of beneficial interests in the Commercial Paper Notes shall be shown by book entry on the system maintained and operated by DTC and DTC Participants, and transfers of ownership of beneficial interests shall be made only by DTC and the DTC Participants by book entry, and the Board and the Issuing and Paying Agent shall have no responsibility therefor. DTC will be required to maintain records of the positions of the DTC Participants in the Commercial Paper Notes, and the DTC Participants and persons acting through the DTC Participants will be required to maintain records of the purchasers of beneficial interests in the Commercial Paper Notes. Except as provided in clause (i) of this Section 2.03(b), the Commercial Paper Notes shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository.

With respect to Commercial Paper Notes registered in the name of DTC or its nominee, neither the Board nor the Issuing and Paying Agent shall have any responsibility or obligation to any DTC Participant or to any person on whose behalf a DTC Participant holds an interest in the Commercial Paper Notes. Without limiting the immediately preceding sentence, neither the Board nor the Issuing and Paying Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC or any DTC Participant with respect to any ownership interest in the Commercial Paper Notes, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Commercial Paper Notes, as shown on the Registration Books, of any notice with respect to the Commercial Paper Notes, including any notice of redemption, and (iii) the payment to any DTC Participant or any other person, other than a registered owner of the Commercial Paper Notes, as shown in the Registration Books, of any amount with respect to principal of and premium, if any, or interest on the Commercial Paper Notes.

Whenever, during the term of the Commercial Paper Notes, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Eighteenth Supplement of holding, registering, delivering, exchanging, or transferring the Commercial Paper Notes shall be deemed modified to require the appropriate person or entity to meet the requirements of DTC as to holding, registering, delivering, exchanging, or transferring the book entry to produce the same effect.

Either the Board or DTC may determine to discontinue the book-entry only system and in such case, unless a new book-entry only system is put in place, physical certificates in the form set forth in Exhibit B shall be provided to the beneficial holders of the Commercial Paper Notes under the DTC book-entry only system.

If at any time, DTC ceases to hold the Commercial Paper Notes in its book-entry only system, all references herein to DTC shall be of no further force or effect.

Whenever the beneficial ownership of the Commercial Paper Notes is determined by a book entry at DTC, delivery of Commercial Paper Notes for payment at maturity shall be made pursuant to DTC's payment procedures as are in effect from time to time and the DTC Participants shall transmit payment to beneficial owners whose Commercial Paper Notes have matured. The Board and each Issuing and Paying Agent and Dealer are not responsible for transfer of payment to the DTC Participants or beneficial owners.

(c) *Resignation and Removal.* The Issuing and Paying Agent may at any time resign and be discharged of the duties and obligations created by this Eighteenth Supplement by giving at least sixty (60) days' written notice to the Dealer and the Board. The Issuing and Paying Agent may be removed at any time by an instrument signed by an Authorized Representative and filed with the Issuing and Paying Agent. No such resignation or removal shall become effective, however, until a successor Issuing and Paying Agent has been selected by the Board and has agreed in writing to assume the duties of the Issuing and Paying Agent hereunder.

In the event of the resignation or removal of the Issuing and Paying Agent, the Issuing and Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor. The Issuing and Paying Agent shall make any representations and warranties to the Board as may be reasonably requested by the Board in connection with any such assignment.

Should a change in the Issuing and Paying Agent for the Commercial Paper Notes occur, the Board agrees to cause a written notice thereof to be sent promptly to each Registered Owner, if any, of the Commercial Paper Notes then Outstanding by United States mail, first class, postage prepaid. Such notice shall give the address of the successor Issuing and Paying Agent. A successor Issuing and Paying Agent may be appointed without the consent of the Holders.

(c) *Books and Records.* The Issuing and Paying Agent shall at all times keep or cause to be kept proper records in which accurate entries shall be made of all transactions made by it relating to the proceeds of the Commercial Paper Notes and any funds and accounts established and maintained by the Issuing and Paying Agent pursuant to this Eighteenth Supplement. Such records shall be available for inspection by the Authorized Representative on each Business Day upon regular notice during reasonable business hours, and by any Registered Owner or its agent or representative duly authorized in writing at reasonable hours and under regular circumstances.

The Issuing and Paying Agent shall provide to the Authorized Representative each month, and more frequently upon written request, a report or statement of the amounts deposited in each fund and account held by it, and the amount disbursed from such funds and accounts, the earnings thereon, the ending balance in each of such funds and accounts, the investments in each such fund and account, and the yield on each investment calculated in accordance with the directions of an Authorized Representative. Such report or statement shall also include or be accompanied by such information regarding the issuance of Commercial Paper Notes during the subject month as an Authorized Representative shall request.

The Issuing and Paying Agent shall maintain such books, records and accounts as may be necessary to evidence the obligations of the Board resulting from the Commercial Paper Notes, the principal amounts owing thereunder, the maturity schedule therefor, the respective rates of interest thereon, and the principal and interest paid from time to time thereunder.

Section 2.04. Form of Commercial Paper Notes. (a) *Physical Delivery.* If not issued in book-entry only form as provided in Section 2.03(b), the Commercial Paper Notes and the Certificate of Authentication to appear on each of the Commercial Paper Notes shall be substantially in the form set forth in Exhibit B to this Eighteenth Supplement with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Eighteenth Supplement and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) ("CUSIP" numbers) and such legends and endorsements thereon as may, consistently herewith, be approved by an Authorized Representative. Any portion of the text of any Commercial Paper Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Commercial Paper Notes and the Commercial Paper Notes shall be printed, lithographed, or engraved or produced in any other similar manner, or typewritten, all as determined and approved by an Authorized Representative.

(b) *Book-Entry Only System.* If the Commercial Paper Notes are issued in book-entry only form pursuant to Section 2.03(b), they shall be issued in the form of the Tax-Exempt Master Note and the Taxable Master Note, as the case may be, in substantially the form attached hereto as Exhibit C, to which there shall be attached the respective forms of Commercial Paper Notes set forth in Exhibit B; and it is hereby declared that the applicable form of Commercial Paper Note as set forth in Exhibit B are incorporated into and shall be a part of the applicable Master Note. It is further provided that this Eighteenth Supplement, the Master Resolution, and the forms of Commercial Paper Notes set forth in Exhibit B shall constitute the "Underlining Records" referred to in the Master Notes.

Section 2.05. Execution - Authentication. Under authority granted by Section 1371.055, Texas Government Code, the Commercial Paper Notes shall be executed on behalf of the Board by the Chair of the Board, under the System seal reproduced or impressed thereon, and attested by the Secretary of the Board. The signature of said officers on the Commercial Paper Notes may be manual or facsimile. Notwithstanding the other provisions of this Section 2.05, each Master Note shall be executed on behalf of the Board by the manual signature of the Chair of the Board. Commercial Paper Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Board on the date of such execution shall be deemed to be duly executed on behalf of the Board, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of the initial sale and delivery of Commercial Paper Notes authorized to be issued hereunder and with respect to Commercial Paper Notes delivered in subsequent sales, exchanges, and transfers, all as authorized and provided in Chapter 1201, Texas Government Code.

Other than pursuant to Section 2.03(b), no Commercial Paper Note shall be entitled to any right or benefit under this Eighteenth Supplement, or be valid or obligatory for any purpose,

unless there appears on such Commercial Paper Note a certificate of authentication substantially in the form provided in Exhibit B to this Eighteenth Supplement, executed by the Issuing and Paying Agent by manual signature, and such certificate upon any Commercial Paper Note shall be conclusive evidence, and the only evidence, that such Commercial Paper Note has been duly certified or registered and delivered.

Section 2.06. Commercial Paper Notes Mutilated, Lost, Destroyed, or Stolen. If any Commercial Paper Note shall become mutilated, the Board, at the expense of the Holder thereof, shall execute and the Issuing and Paying Agent shall authenticate and deliver a new Commercial Paper Note of like tenor and number in exchange and substitution for the Commercial Paper Note so mutilated, but only upon surrender to the Issuing and Paying Agent of the Commercial Paper Note so mutilated. If any Commercial Paper Note shall be lost, destroyed, or stolen, evidence of such loss, destruction, or theft may be submitted to the Board and the Issuing and Paying Agent. If such evidence is satisfactory to them and indemnity satisfactory to them shall be given, the Board, at the expense of the Holder, shall execute and the Paying Agent shall authenticate and deliver a new Commercial Paper Note of like tenor in lieu of and in substitution for the Commercial Paper Note so lost, destroyed, or stolen. In the event any such Commercial Paper Note shall have matured, the Issuing and Paying Agent instead of issuing a duplicate Commercial Paper Note may pay the same without surrender thereof after making such requirement as it deems fit for its protection, including a lost instrument bond. Neither the Board nor the Issuing and Paying Agent shall be required to treat both the original Commercial Paper Note and any duplicate Commercial Paper Note as being outstanding for the purpose of determining the principal amount of Commercial Paper Notes which may be issued hereunder, but both the original and the duplicate Commercial Paper Note shall be treated as one and the same. The Board and the Issuing and Paying Agent may charge the Holder of such Commercial Paper Note with their reasonable fees and expenses for such service.

Section 2.07. Negotiability, Registration, and Exchangeability. The Commercial Paper Notes shall be, and shall have all of the qualities and incidents of a negotiable instrument under the laws of the State of Texas, and each successive Holder, in accepting any of the obligations, shall be conclusively deemed to have agreed that such obligations shall be and have all of the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

Registration Books relating to the registration, payment, and transfer or exchange of the Commercial Paper Notes shall at all times be kept and maintained by the Board at the Designated Trust Office of the Issuing and Paying Agent, and the Issuing and Paying Agent shall obtain, record, and maintain in the Registration Books the name, and to the extent provided by or on behalf of the Holder, the address of each Holder of the Commercial Paper Notes, except for Commercial Paper Notes registered to bearer. A copy of the Registration Books shall be provided to and held by the Board. Any Commercial Paper Note may, in accordance with its terms and the terms hereof, be transferred or exchanged for Commercial Paper Notes of like tenor and character and of other authorized denominations upon the Registration Books by the Holder in person or by his duly authorized agent, upon surrender of such Commercial Paper Note to the Issuing and Paying Agent for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Registrar.

Upon surrender for transfer of any Commercial Paper Note at the designated office of the Registrar, the Issuing and Paying Agent shall register and deliver, in the name of the designated transferee or transferees, one or more new Commercial Paper Notes executed on behalf of, and furnished by, the Board of like tenor and character and of authorized denominations and having the same maturity, bearing interest at the same rate and of a like aggregate principal amount as the Commercial Paper Note or Commercial Paper Notes surrendered for transfer.

Furthermore, Commercial Paper Notes may be exchanged for other Commercial Paper Notes of like tenor and character and of authorized denominations and having the same maturity, bearing the same rate of interest and of like aggregate principal amount as the Commercial Paper Notes surrendered for exchange, upon surrender of the Commercial Paper Notes to be exchanged at the designated office of the Registrar. Whenever any Commercial Paper Notes are so surrendered for exchange, the Issuing and Paying Agent shall register and deliver new Commercial Paper Notes of like tenor and character as the Commercial Paper Notes exchanged, executed on behalf of and furnished by, the Board to the Holder requesting the exchange.

The Board and the Issuing and Paying Agent may charge the Holder a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer. The Issuing and Paying Agent or the Board may also require payment from the Holder of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Commercial Paper Note shall be delivered.

The Board and the Issuing and Paying Agent shall not be required to transfer or exchange any Commercial Paper Note selected, called, or being called for redemption in whole or in part.

New Commercial Paper Notes delivered upon any transfer or exchange shall be valid special obligations of the Board, evidencing the same debt as the Commercial Paper Notes surrendered, shall be secured by this Eighteenth Supplement and shall be entitled to all of the security and benefits hereof to the same extent as the Commercial Paper Notes surrendered.

The Board reserves the right to change the above registration and transferability provisions of the Commercial Paper Notes at any time on or prior to the delivery thereof in order to comply with applicable laws and regulations of the United States in effect at the time of issuance thereof. In addition, to the extent that the provisions of this Section conflict with or are inconsistent with the provisions of the Form of Commercial Paper Note set forth in Exhibit B, such other provisions shall control. The Board further reserves the right to change the registration and transferability provisions to implement a book-entry only registration system with a securities depository.

Section 2.08. Note Payment Fund. There shall be created a fund at the Issuing and Paying Agent entitled the "Texas State University System Revenue Financing System Commercial Paper Note Payment Fund – Series A" (the "Note Payment Fund"). Within the Note Payment Fund, there shall be established a "Texas State University System Revenue Financing System Tax-Exempt Commercial Paper Note Payment Account – Series A" (the "Tax-Exempt

Commercial Paper Note Payment Account") and a "Texas State University System Revenue Financing System Taxable Commercial Paper Note Payment Account – Series A" (the "Taxable Commercial Paper Note Payment Account"). The proceeds from the sale of Parity Debt issued for the purpose of refunding and retiring Commercial Paper Notes Outstanding under this Eighteenth Supplement shall be paid to the Issuing and Paying Agent for deposit to the credit of the Tax-Exempt Commercial Paper Note Payment Account or the Taxable Commercial Paper Note Payment Account, as directed by an Authorized Representative, and used for such purpose. In addition, all amounts required to be paid to the Issuing and Paying Agent for deposit by the Board pursuant to Section 2.09(b) shall be paid to the Issuing and Paying Agent for deposit to the Tax-Exempt Commercial Paper Note Payment Account or the Taxable Commercial Paper Note Payment Account, as the case may be, and shall be used to pay principal of, premium, if any, and interest on Tax-Exempt Commercial Paper Notes or Taxable Commercial Paper Notes, as the case may be, at the respective interest payment, maturity or redemption of such Commercial Paper Notes as provided herein.

The foregoing notwithstanding, if all of the Commercial Paper Notes are held in a book-entry only system as provided in Section 2.03(b), all such moneys derived from the sources described above in this Section may be transferred directly to DTC by the Board or the Issuing and Paying Agent.

Section 2.09. Establishment of Revenue Financing System; Issuance of Parity Debt; Security and Pledge. (a) *Commercial Paper Notes as Parity Debt.* By adoption of the Master Resolution, the Board has established the Revenue Financing System for the purpose of providing a financing structure for revenue supported indebtedness of the Members of the Revenue Financing System. The Master Resolution is intended to establish a master plan under which revenue supported debt of the Revenue Financing System may be incurred. This Eighteenth Supplement provides for the authorization, issuance, sale, delivery, form, characteristics, provisions of payment and redemption, and security of the Commercial Paper Notes, which are a series of Parity Debt. The Master Resolution is incorporated herein by reference and as such made a part hereof for all purposes, except to the extent modified and supplemented hereby and the Commercial Paper Notes are hereby declared to be Parity Debt under the Master Resolution. The Board hereby determines that it will have sufficient funds to meet the financial obligations of each Member in the Revenue Financing System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Revenue Financing System and to meet all financial obligations of the Board relating to the Revenue Financing System. Furthermore, the Board hereby determines that each of the Members for whom the Commercial Paper Notes are being issued possess the financial capability to satisfy its Direct Obligation after taking into account the issuance of the Commercial Paper Notes.

(b) *Pledge of Pledged Revenues.* The Commercial Paper Notes are special obligations of the Board payable from and secured solely by the Pledged Revenues pursuant to the Master Resolution and this Eighteenth Supplement. The Pledged Revenues are hereby pledged, subject to the liens securing the Prior Encumbered Obligations, to the payment of the principal of, premium, if any, and interest on the Commercial Paper Notes as the same shall become due and payable. The Board agrees to make payments into the Tax-Exempt Commercial Paper Note Payment Account and the Taxable Commercial Paper Note Payment Account, as the case may

be, at such times and in such amounts as are necessary to provide for the full payment of the principal of, premium, if any, and the interest on the Tax-Exempt Commercial Paper Notes and the Taxable Commercial Paper Notes, as the case may be, when due, in accordance with the terms and conditions set forth in this Eighteenth Supplement.

Section 2.10. **Cancellation.** All Commercial Paper Notes which at maturity are surrendered to the Issuing and Paying Agent for the collection of the principal and interest thereof or are surrendered for transfer or exchange pursuant to the provisions hereof or are refunded through an Advance shall, upon payment or issuance of new Commercial Paper Notes, be cancelled by the Issuing and Paying Agent and forthwith transmitted to the Board, and thereafter the Board shall have custody of such cancelled Commercial Paper Notes.

Section 2.11. **Liquidity.** The Board reserves the option, but is not required, to provide liquidity in support of all or any of the Commercial Paper Notes to be Outstanding under this Eighteenth Supplement from its available funds, in amounts as further provided in Sections 4.02(b) and 4.03 of this Eighteenth Supplement. The Board reserves the option, but is not required, to enter into one or more liquidity or credit agreements to provide liquidity or credit in such amounts as determined by the Board in support of all or any of the Commercial Paper Notes to be Outstanding under this Eighteenth Supplement, and to execute all necessary instruments in connection therewith. The Board agrees to provide written notice to the Dealer, the Issuing and Paying Agent and each Rating Agency then maintaining a rating on the Commercial Paper Notes, at least thirty (30) days prior to the date on which the System provides liquidity from internal sources, and, in the case of liquidity or credit to be provided in accordance with the terms of a liquidity and/or credit agreement, a copy of the proposed form of such agreement.

Section 2.12. **Fiscal and Other Agents.** In furtherance of the purposes of this Eighteenth Supplement, the Board may from time to time appoint and provide for the payment of such additional fiscal, paying, or other agents or trustees as it may deem necessary or appropriate in connection with the Commercial Paper Notes.

ARTICLE III ISSUANCE AND SALE OF NOTES

Section 3.01. **Issuance and Sale of Commercial Paper Notes.** (a) *Sale by Authorized Representative.* All Commercial Paper Notes shall be sold in the manner determined by the Authorized Representative to be most economically advantageous to the Board.

(b) *Terms of Commercial Paper Notes.* The terms of the Commercial Paper Notes shall be established and they shall be delivered by the Issuing and Paying Agent in accordance with telephonic, computer, or written instructions of any Authorized Representative and in the manner specified below and in the Issuing and Paying Agent Agreement. To the extent such instructions are not written, they shall be confirmed in writing within 24 hours of the transmission or communication thereof. Said instructions shall specify such principal amounts, Note Dates, purchase price, the Original Rate of each Commercial Paper Note, the Original Maturity Date and Extended Maturity Date for each Commercial Paper Note, and other terms and conditions which are hereby authorized and permitted to be fixed by any Authorized Representative at the

time of sale of the Commercial Paper Notes. Such instructions shall also contain provisions representing that all action on the part of the Board necessary for the valid issuance of the Commercial Paper Notes then to be issued has been taken, that all provisions of Texas and federal law necessary for the valid issuance of such Commercial Paper Notes with provision for original issue discount and interest exclusion from federal income taxation (in the case of Tax-Exempt Commercial Paper Notes) have been complied with, and that such Commercial Paper Notes will be valid and enforceable special obligations of the Board according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that in the case of Tax-Exempt Commercial Paper Notes, based upon the advice of Bond Counsel, the earned original issue discount on the Commercial Paper Notes or stated interest on the Commercial Paper Notes, as the case may be, is, subject to the conditions set forth in the opinion of Bond Counsel delivered concurrently with the commencement of the issuance of Commercial Paper Notes, excludable from gross income of the owners thereof for federal income tax purposes. Such instructions shall also certify that, as of the date of such certificate:

(i) the Board has been advised by Bond Counsel that the projects to be financed or refinanced by the Commercial Paper Notes will constitute Eligible Projects, and, further, should the Commercial Paper Notes be issued as Tax-Exempt Commercial Paper Notes, that the proposed issuance will not cause the Board to be in violation of its covenants set forth in Section 5.01 hereof;

(ii) the requirements of Section 5 of the Master Resolution have been complied with;

(iii) the Board is in compliance with the covenants set forth in Article IV as of the date of such instructions;

(iv) the interest rate borne by the Commercial Paper Note is not in excess of the Maximum Interest Rate in effect on the date of issuance of such Commercial Paper Note;

(v) if then required by law, approval of the Eligible Project to be financed with proceeds of Commercial Paper Notes has been obtained from any state agency as applicable; and

(vi) after the proposed issuance of Commercial Paper Notes, the principal amount of Commercial Paper Notes to be Outstanding after such issuance does not exceed the aggregate principal amount of Commercial Paper Notes authorized to be issued under this Eighteenth Supplement.

Should the Commercial Paper Notes be held in a book-entry only system form in accordance with the provisions of Section 2.03(b), and the Board acts in the capacity of Issuing and Paying Agent during the time such book-entry only system is in effect, the terms of the Commercial

Paper Notes shall be established by the Authorized Representative consistent with the procedures of DTC regarding the issuance of the applicable Master Note.

For purposes of this Eighteenth Supplement, such instructions described above shall constitute an Issuance Request.

(c) *Receipt of Issuance Request.* Upon receipt of an Issuance Request, the Issuing and Paying Agent shall, by 3:00 p.m. on such day the Issuance Request is received, complete each Commercial Paper Note as to amount, Note Date, Original Maturity Date and Original Rate specified therein, and deliver each such Commercial Paper Note to or upon the order of the Dealer upon receipt of payment therefor; provided, however, that no such Commercial Paper Notes shall be delivered by the Issuing and Paying Agent if such delivery would cause the sum of the aggregate principal amount of Commercial Paper Notes Outstanding to exceed the limitation set forth in Section 4.01 of this Eighteenth Supplement. If an Issuance Request is received after 12:00 p.m. on a given day, the Issuing and Paying Agent shall not be obligated to deliver the requested Commercial Paper Notes until the next succeeding Business Day.

(d) *Receipt of Extension Request.* Upon receipt of an Extension Request, the Issuing and Paying Agent shall, by 3:00 p.m. on such day the Extension Request is received, complete each Commercial Paper Note as to amount, Note Date and Extended Maturity Date specified therein, and deliver each such Commercial Paper Note to or upon the order of the Dealer, as requested; provided, however, that no such Commercial Paper Notes shall be delivered by the Issuing and Paying Agent if such delivery would cause the sum of the aggregate principal amount of Commercial Paper Notes Outstanding to exceed the limitation set forth in Section 4.01 of this Eighteenth Supplement. If an Extension Request is received after 11:30 a.m. on a given day, the Issuing and Paying Agent shall not be obligated to deliver the requested Commercial Paper Notes until the next succeeding Business Day.

Section 3.02. Proceeds of Sale of Commercial Paper Notes. The proceeds of the sale of any Commercial Paper Notes (net of all expenses and costs of sale and issuance) shall be applied, consistent with the terms of this Eighteenth Supplement, for any or all of the following purposes as directed by an Authorized Representative:

- (i) used for the payment and redemption or purchase of Outstanding Commercial Paper Notes, other Parity Debt or Prior Encumbered Obligations at or before maturity; or
- (ii) used for the purpose of financing Project Costs of Eligible Projects.

Section 3.03. Issuing and Paying Agent Agreement. The Board hereby approves the appointment of the Issuing and Paying Agent designated in Section 2.03 to serve as Paying Agent and Registrar. Any Authorized Representative is hereby authorized to execute and deliver, on behalf of the Board, to the Issuing and Paying Agent the Issuing and Paying Agent Agreement in substantially the form presented at the meeting at which this Eighteenth Supplement was adopted. Any Authorized Representative is hereby authorized to enter into any supplemental agreements to the Issuing and Paying Agent Agreement with the Issuing and

Paying Agent or with any successor Issuing and Paying Agent as may be necessary and proper to for such purpose.

Section 3.04. **Dealer Agreement.** The Board hereby approves the appointment of Morgan Stanley & Co. LLC and Loop Capital Markets, LLC, each as a Dealer, under the terms of a Dealer Agreement with each such Dealer, in substantially the form presented at the meeting at which this Eighteenth Supplement was adopted. Any Authorized Representative is hereby authorized and directed to execute and deliver, on behalf of the Board, the Dealer Agreement to carry out the purpose and intent of the Board in authorizing the issuance of Commercial Paper Notes in accordance with the terms of this Eighteenth Supplement. Any Authorized Representative is hereby authorized to enter any supplemental agreements to the Dealer Agreement with the Dealer or with any successor Dealer as may be necessary and proper for such purpose.

Any Authorized Representative is further authorized and directed from time to time to review the performance of each Dealer and of the Commercial Paper Note program authorized hereby and to periodically solicit and review the qualifications of each Dealer and of any additional investment banking firms interested in serving as Dealer. Based upon such review, the number of Dealers selected, which Dealers are selected and the amount of Commercial Paper Notes for which each Dealer is responsible may be changed and additional or different Dealers may be selected and new Dealer Agreements entered into based upon a determination that such changes are expected to result in the lowest overall cost of the Commercial Paper Note Program authorized hereby after taking into account not only the fees to be paid to the Dealers but the expectations as to the performance of each Dealer in providing broad distribution of the Commercial Paper Notes and creating competitive pricing without adversely affecting investor liquidity.

ARTICLE IV GENERAL COVENANTS

Section 4.01. **Limitation on Issuance.** Unless this Eighteenth Supplement is amended and modified by the Board in accordance with the provisions of Section 6.01, the Board covenants that there will not be issued under the terms of this Eighteenth Supplement and Outstanding at any time more than \$240,000,000 in principal amount of Commercial Paper Notes.

Section 4.02. **Provisions for Payment.** (a) *Payment of Commercial Paper Notes.* The Board covenants to maintain, or cause to be provided in the manner described in Section 4.03(a) of this Eighteenth Supplement, available funds in an amount equal to the principal amount of Commercial Paper Notes for which liquidity is provided then Outstanding, plus interest on the Commercial Paper Notes then Outstanding. In furtherance of the foregoing covenant, the Board agrees that it will not issue any Commercial Paper Notes or make any borrowings which will result in a violation of such covenant.

(b) *Liquidity Support.* Should the Board determine that it is necessary or desirable to provide liquidity, either from internal funds or external sources, in support of all or any of the

Commercial Paper Notes, the Board shall provide liquidity in an amount equal to the total principal amount of such Outstanding Commercial Paper Notes plus interest to accrue thereon for the following 270 calendar days. In furtherance of the foregoing covenant, the Board agrees that if it is to provide liquidity from internal funds, it will not issue any Commercial Paper Notes or make any borrowings which will result in a violation of such covenant. Any agreement to provide liquidity or credit from external sources in support of the Commercial Paper Notes shall be presented to the Board for its approval.

Section 4.03. Available Funds. (a) *Parity Debt.* To the extent Commercial Paper Notes cannot be issued to renew or refund Outstanding Commercial Paper Notes, the Board shall provide funds or shall in good faith endeavor to sell a sufficient principal amount of Parity Debt or other obligations of the Board in order to have funds available, together with other moneys available therefor, to pay the Commercial Paper Notes and the interest thereon, or any renewals thereof, as the same shall become due.

(b) *Lawfully Available Funds.* Notwithstanding anything to the contrary contained herein, to the extent that the Dealer cannot sell Commercial Paper Notes to renew or refund Outstanding Commercial Paper Notes on their maturity, the Board covenants to use lawfully available funds to purchase Commercial Paper Notes issued to renew and refund such maturing Commercial Paper Notes. Such payment, issuance and purchase are not intended to constitute an extinguishment of the obligation represented by such maturing Commercial Paper Notes and the Board may issue Commercial Paper Notes to renew and refund the Commercial Paper Notes held by it when the Dealer is again able to sell Commercial Paper Notes. While such Commercial Paper Notes are held by the Board they shall bear interest at the rate being earned by the funds used to purchase such Commercial Paper Notes on the date of purchase.

Section 4.04. Covenant to Refinance. (a) *Issuance of Refunding Obligations.* The Board covenants that it will undertake its best efforts to issue and deliver Parity Debt at the times and in the amounts necessary to refinance the Commercial Paper Notes that are maturing on the applicable Extended Maturity Date and apply the proceeds of such Parity Debt to retire such Commercial Paper Notes, either at maturity or redemption prior to maturity. Notwithstanding the foregoing, the Authorized Representative shall not deliver an Issuance Request for Commercial Paper Notes that could not be refinanced on or before the Maximum Maturity Date.

(b) The receipts derived from the refinancing of the Commercial Paper Notes, whether by other Commercial Paper Notes or other Parity Debt, and all amounts in the funds and accounts created or maintained pursuant to this Eighteenth Supplement or the Issuing and Paying Agent Agreement, including earnings on such amounts, are hereby pledged as security for the payment of the Commercial Paper Notes and constitute trust funds held for that purpose, subject only to the provisions of this Eighteenth Supplement and the Issuing and Paying Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein and therein. The pledge herein made shall be irrevocable until all of the Commercial Paper Notes to be refinanced have been paid and retired. The granting of this pledge by the Board does not limit in any manner the rights of the Board to issue or incur any other Parity Debt.

Section 4.05. **Opinion of Bond Counsel.** The Board shall cause the legal opinion of Bond Counsel as to the validity of the Commercial Paper Notes and, with respect to Commercial Paper Notes issued as Tax-Exempt Commercial Paper Notes, as to the exclusion of interest on the Commercial Paper Notes from gross income of the owners thereof for federal income tax purposes, to be furnished to DTC if the Commercial Paper Notes are held in a book-entry only system, or to any Holder without cost.

ARTICLE V FEDERAL INCOME TAXATION COVENANTS

Section 5.01. **Tax-Exempt Commercial Paper Notes.** (a) *General Tax Covenant.* The Board covenants (i) to refrain from any action which would adversely affect, and (ii) to take such action to ensure, the treatment of the Tax-Exempt Commercial Paper Notes as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Board covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Commercial Paper Notes or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use", as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, that amounts, whether received by the Board, with respect to such private business use, do not, under the terms of this Eighteenth Supplement or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Commercial Paper Notes, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Commercial Paper Notes or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate", within the meaning of section 141(b) (3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Commercial Paper Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Tax-Exempt Commercial Paper Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Tax-Exempt Commercial Paper Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Tax-Exempt Commercial Paper Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire "investment property" (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Commercial Paper Notes, other than investment property acquired with --

(1) proceeds of the Tax-Exempt Commercial Paper Notes invested for a reasonable temporary period of 3 years or less until such proceeds are needed for the purpose for which the obligations are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Commercial Paper Notes;

(g) to otherwise restrict the use of the proceeds of the Tax-Exempt Commercial Paper Notes or amounts treated as proceeds of the Tax-Exempt Commercial Paper Notes, as may be necessary, so that the Tax-Exempt Commercial Paper Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(h) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Commercial Paper Notes) an amount that is at least equal to 90 percent of the "Excess Earnings", within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Tax-Exempt Commercial Paper Notes have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) *Arbitrage*. The Board further covenants that it will execute and deliver to the Issuing and Paying Agent then serving in that capacity a "Federal Tax Certificate" in the form approved by Bond Counsel in connection with the original issuance of the Tax-Exempt Commercial Paper Notes, and each issuance of Tax-Exempt Commercial Paper Notes thereafter to pay Project Costs, and that in connection with any other issuance of Tax-Exempt Commercial Paper Notes, it will execute and deliver to the Issuing and Paying Agent a confirmation that the facts, estimates, circumstances and reasonable expectations contained therein continue to be accurate as of such issue date. The Board represents and covenants that it will not expend, or permit to be expended, the proceeds of any Tax-Exempt Commercial Paper Notes in any manner inconsistent with its reasonable expectations as certified in the Federal Tax Certificates to be executed from time to

time with respect to the Tax-Exempt Commercial Paper Notes; provided, however, that the Board may expend Tax-Exempt Commercial Paper Note proceeds in any manner if the Board first obtains an unqualified opinion of Bond Counsel that such expenditure will not adversely affect the exemption from federal income taxation of interest paid on the Tax-Exempt Commercial Paper Notes. The Board represents that it has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is an issuer whose arbitrage certifications may not be relied upon. The Board further covenants with the Holders of all Tax-Exempt Commercial Paper Notes at any time Outstanding that no use of the proceeds of any of the Tax-Exempt Commercial Paper Notes or any other funds of the Board will be made which will cause any of such Tax-Exempt Commercial Paper Notes to be "arbitrage bonds" subject to federal income taxation by virtue of being described in section 148 of the Code. In particular, but not by way of limitation, so long as any of the Tax-Exempt Commercial Paper Notes are Outstanding, the Board, with respect to such proceeds and other funds which may be treated as proceeds, will comply with all requirements of section 148 and the Regulations issued thereunder, to the extent that such Regulations are, at the time, applicable and in effect. In particular, but not by way of limitation, the Board covenants:

(i) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Commercial Paper Notes to pay issued Project Costs) an amount that is at least equal to 90 percent of the Excess Earnings, within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Commercial Paper Notes have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(ii) to maintain such records as will enable the Board to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Tax-Exempt Commercial Paper Notes.

(c) *Compliance with Covenants.* It is the understanding of the Board that the covenants contained in this Section 5.01 are intended to assure compliance with the Code, the Regulations, or any rulings promulgated by the U.S. Department of the Treasury pursuant to the Code. In the event that regulations or rulings are hereafter promulgated which modify, or expand provisions of the Code, as applicable to the Tax-Exempt Commercial Paper Notes, the Board will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Commercial Paper Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Commercial Paper Notes, the Board agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Commercial Paper Notes under section 103 of the Code.

(d) *Allocation of, and Limitation on, Expenditures for Eligible Projects.* The Board covenants to account for the expenditure of sale proceeds and investment earnings to be used for the Eligible Project on its books and records in accordance with the requirements of the Code. The Board recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Eligible Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Board recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Tax-Exempt Commercial Paper Notes, or (2) the date the Tax-Exempt Commercial Paper Notes are retired. The Board agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Commercial Paper Notes. For purposes hereof, the Board shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel substantially to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) *Disposition of Property Financed with Tax-Exempt Commercial Paper Notes.* The Board covenants that the property constituting an Eligible Project financed with the proceeds of the Tax-Exempt Commercial Paper Notes will not be sold or otherwise disposed in a transaction resulting in the receipt by the Board of cash or other compensation, unless the Board obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Commercial Paper Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Board shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel substantially to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 5.02. **Taxable Commercial Paper Notes.** The Board does not intend to issue the Taxable Commercial Paper Notes in a manner such that the Taxable Commercial Paper Notes would constitute obligations described in section 103(a) of the Code and the Regulations.

ARTICLE VI AMENDMENTS

Section 6.01. **Amendment of Supplement.** (a) *Amendments Without Consent.* This Eighteenth Supplement and the rights and obligations of the Board and of the owners of the Outstanding Commercial Paper Notes may be modified or amended at any time without notice to or the consent of any owner of the Commercial Paper Notes or any other Parity Debt, solely for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Board contained in this Eighteenth Supplement, other covenants and agreements thereafter to be observed, or to

surrender any right or power reserved to or conferred upon the Board in this Eighteenth Supplement;

(ii) to cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Eighteenth Supplement, upon receipt by the Board of an opinion of Bond Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Eighteenth Supplement;

(iii) to supplement the security for the Outstanding Commercial Paper Notes issued hereunder, replace or provide additional credit facilities, or change the form of the Outstanding Commercial Paper Notes or make such other changes in the provisions hereof, including extending the Maximum Maturity Date, as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Commercial Paper Notes;

(iv) to make any changes or amendments requested by any bond rating agency then rating or requested to rate Commercial Paper Notes, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Commercial Paper Notes; or

(v) to increase the principal amount of Commercial Paper Notes which may be Outstanding pursuant to the terms of this Eighteenth Supplement.

(b) *Amendments With Consent.* Subject to the other provisions of this Eighteenth Supplement, the owners of Outstanding Commercial Paper Notes aggregating at least a majority in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than amendments described in subsection (a) of this Section, to this Eighteenth Supplement which may be deemed necessary or desirable by the Board, provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the Outstanding Commercial Paper Notes, the amendment of the terms and conditions in this Eighteenth Supplement or in the Commercial Paper Notes so as to:

(i) make any change in the maturity of the Outstanding Commercial Paper Notes (other than the extension of the Original Maturity Date of a Commercial Paper Note to an Extended Maturity Date);

(ii) reduce, or change the formula by which the interest rate is calculated, of interest borne by Outstanding Commercial Paper Notes;

(iii) reduce the amount of the principal payable on Outstanding Commercial Paper Notes;

(iv) modify the terms of payment of principal of or interest on the Outstanding Commercial Paper Notes, or impose any conditions with respect to such payment (except

as is provided in this Eighteenth Supplement with respect to establishing an Extended Maturity Date for a Commercial Paper Note);

(v) affect the rights of the owners of less than all Commercial Paper Notes then Outstanding; or

(vi) change the minimum percentage of the Outstanding Principal Amount of Commercial Paper Notes necessary for consent to such amendment.

(c) *Notice.* If at any time the Board shall desire to amend this Eighteenth Supplement pursuant to subsection (b), the Board shall cause notice of the proposed amendment to be provided in writing to either to DTC, if the Commercial Paper Notes are held in a book-entry only system, or to each Holder of Commercial Paper Notes, if the Commercial Paper Notes are not held in a book-entry only system. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Issuing and Paying Agent for inspection by all Holders of Commercial Paper Notes issued hereunder. A copy of such notice also shall be provided in writing to each Rating Agency.

(d) *Receipt of Consents.* Whenever at any time not less than thirty (30) days, and within one year, from the date of the first publication of said notice or other service of written notice of the proposed amendment the Board shall receive an instrument or instruments executed by all of the Holders or the Holders of at least a majority in Outstanding Principal Amount of the Commercial Paper Notes, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory resolution in substantially the same form.

(e) *Effect of Amendments.* Upon the adoption by the Board of any resolution to amend this Eighteenth Supplement pursuant to the provisions of this Section, this Eighteenth Supplement shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the Board and all the owners of then Outstanding Commercial Paper Notes and all future Commercial Paper Notes shall thereafter be determined, exercised, and enforced under the Master Resolution and this Eighteenth Supplement, as amended.

(f) *Consent Irrevocable.* Any consent given by any Holder of Commercial Paper Notes pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future Holders of the same Commercial Paper Notes during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the Holder who gave such consent, or by a successor in title, by filing notice thereof with the Issuing and Paying Agent and the Board, but such revocation shall not be effective if the Holders of at least a majority in Outstanding Principal Amount of Commercial Paper Notes prior to the attempted revocation consented to and approved the amendment.

(g) *Ownership*. For the purpose of this Section, the ownership and other matters relating to all Commercial Paper Notes registered as to ownership shall be determined from the Registration Books kept by the Issuing and Paying Agent therefor. The fact of the owning of Commercial Paper Notes issued hereunder not registered as to ownership by any Holder and the amount and the numbers of such Commercial Paper Notes and the date of the holding of the same may be proved by the affidavit of the person claiming to be such Holder if such affidavit shall be deemed by the Issuing and Paying Agent to be satisfactory, or by a certificate executed by any trust company, bank, banker or any other depository, wherever situated, if such certificate shall be deemed by Issuing and Paying Agent to be satisfactory, showing that at that date therein mentioned such person had on deposit with such trust company, bank, banker or other depository the Commercial Paper Notes described in such certificate. The Issuing and Paying Agent may conclusively assume that such ownership continues until written notice to the contrary is served upon the Issuing and Paying Agent.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

Section 7.01. **Events of Default.** Each of the following events shall constitute and is referred to in this Eighteenth Supplement as an "Event of Default":

(a) a failure by the Board to pay the principal of any Commercial Paper Note for five (5) Business Days after the date the same shall have become due and payable on an Extended Maturity Date;

(b) a failure by the Board to pay any installment of interest on any Commercial Paper Note for five (5) Business Days after the date such interest shall have become due and payable on an Extended Maturity Date or in accordance with Section 2.02(c) hereof;

(c) a failure by the Board to apply the proceeds of Parity Debt issued to refund Commercial Paper Notes having a maturity on an Extended Maturity Date to the payment thereof on the applicable Extended Maturity Date or date of redemption prior to such Extended Maturity Date;

(d) a failure by the Board to observe and perform any covenant, condition, agreement or provision (other than as specified in paragraphs (a) and (b) of this Section) contained in the Commercial Paper Notes, the Master Resolution or in this Eighteenth Supplement on the part of the System to be observed or performed, which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with the Master Resolution and this Eighteenth Supplement, and which failure shall continue for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Board by the Dealer, the Issuing and Paying Agent or any Registered Owner; or

(e) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including, without limitation, proceedings under the United States Bankruptcy Code (as the same may from time to time be hereafter amended), or other proceedings for relief under any federal

or State bankruptcy law or similar law for the relief of debtors are instituted by or against the System, and, if instituted against the System, said proceedings are consented to or are not dismissed within sixty (60) days after such institution.

If any Event of Default has occurred, but is subsequently cured or waived, then such Event of Default shall no longer constitute an Event of Default hereunder.

Section 7.02. Remedies for Default.

(a) *Rights of Registered Owners.* Upon the happening of any Event of Default, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefore, may proceed against the Board or the System, as appropriate, for the purpose of protecting and enforcing the rights of the Registered Owners under the Master Resolution and this Eighteenth Supplement, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies. It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Commercial Paper Notes then Outstanding.

(b) *Remedies.* No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Commercial Paper Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of the Master Resolution or this Eighteenth Supplement, the right to accelerate the debt evidenced by the Commercial Paper Notes shall not be available as a remedy under the Master Resolution or this Eighteenth Supplement.

(c) By accepting the delivery of a Commercial Paper Note authorized under this Eighteenth Supplement, a Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Eighteenth Supplement do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the System or the Board.

ARTICLE VIII MISCELLANEOUS

Section 8.01. **Eighteenth Supplement to Constitute a Contract; Equal Security.** In consideration of the acceptance of the Commercial Paper Notes by those who shall hold the same from time to time, this Eighteenth Supplement shall be deemed to be and shall constitute a contract between the Board and the Holders from time to time of the Commercial Paper Notes and the pledge made in this Eighteenth Supplement by the Board and the covenants and agreements set forth in this Eighteenth Supplement to be performed by the Board shall be for the equal and proportionate benefit, security, and protection of all Holders of the Commercial Paper Notes, without preference, priority, or distinction as to security or otherwise of any of the

Commercial Paper Notes over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Eighteenth Supplement.

Section 8.02. **Individuals Not Liable.** All covenants, stipulations, obligations, and agreements of the Board contained in this Eighteenth Supplement shall be deemed to be covenants, stipulations, obligations, and agreements of the Board to the full extent authorized or permitted by the Constitution and laws of the State of Texas. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the Board or agent or employee of the Board in his individual capacity and neither the members of the Board nor any officer thereof shall be liable personally on the Commercial Paper Notes or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 8.03. **Additional Actions.** (a) *Execution and Delivery of Documents.* Each Authorized Representative, and all other officers, employees, and agents of the Board, and each of them, jointly and severally, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Eighteenth Supplement, the Dealer Agreement, the Issuing and Paying Agent Agreement, and the Depository Trust Company Letter of Representation. In addition, the Chairman of the Board, the Vice Chairman of the Board, each Authorized Representative, and Bond Counsel are hereby authorized to approve, subsequent to the date of this adoption of this Eighteenth Supplement but before any Commercial Paper Notes are Outstanding, any amendments to the above named documents, and any technical amendments to this Eighteenth Supplement as may be required by a Rating Agency, or as a condition to the granting of a rating on the Commercial Paper Notes acceptable to the Chancellor of the System.

(b) *Notice to Rating Agencies and Bondholders.* An Authorized Representative shall promptly give written notice to each Rating Agency then providing a rating on the Commercial Paper Notes at the request of the System of any changes or amendments to this Eighteenth Supplement, any execution and delivery of an agreement to provide liquidity or credit support for Commercial Paper Notes, any amendment, substitution or termination of any such liquidity or credit agreement then in effect (including the expiration thereof), of any amendment or substitution of the Dealer Agreement or the Issuing and Paying Agent Agreement, or any change or amendment to any other operative document used in connection with the issuance from time to time of the Commercial Paper Notes. Notice of any of the aforementioned events also shall be given to Holders in accordance with and in the manner described in Section 6.01(c).

Section 8.04. **Severability of Invalid Provisions.** If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants,

agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Commercial Paper Notes issued hereunder.

Section 8.05. Payment and Performance on Business Days. Whenever under the terms of this Eighteenth Supplement or the Commercial Paper Notes, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Commercial Paper Notes, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Commercial Paper Notes, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment is scheduled.

Section 8.06. Limitation of Benefits With Respect to the Eighteenth Supplement. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Eighteenth Supplement or the Commercial Paper Notes is intended or should be construed to confer upon or give to any person other than the Board, the Holders, the Issuing and Paying Agent, and the Dealer any legal or equitable right, remedy or claim under or by reason of or in respect to this Eighteenth Supplement or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Eighteenth Supplement and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Board, the Holders, the Issuing and Paying Agent, and the Dealer as herein provided and as provided in the Issuing and Paying Agent Agreement and the Dealer Agreement.

Section 8.07. Approval of Attorney General. No Commercial Paper Notes herein authorized to be issued shall be sold or delivered by an Authorized Representative until the Attorney General of the State of Texas shall have approved this Eighteenth Supplement, and other agreements and proceedings as may be required in connection therewith.

Section 8.08. Approval of Offering Memorandum. An Authorized Representative is hereby authorized to approve the form(s) of Offering Memorandum, to be used by the Dealer in the offering of the Tax-Exempt Commercial Paper Notes and the Taxable Commercial Paper Notes, respectively, and the use thereof by the Dealer in connection therewith.

Section 8.09. Public Notice. It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting at which this Eighteenth Supplement was adopted, and that this Eighteenth Supplement would be introduced and considered for adoption at said meeting; that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

Section 8.10. Repeal of Conflicting Resolutions. All resolutions and all parts of any resolutions that are in conflict or are inconsistent with this Eighteenth Supplement are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency. Specifically, the previous eighteenth supplemental resolution adopted by the Board on May 23,

2014, pursuant to which no Parity Debt has been issued, is hereby repealed and replaced in all respects with this Eighteenth Supplement.

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EXHIBIT A DEFINITIONS

All terms not herein defined shall have the meanings given to said terms by the Master Resolution or as otherwise defined in this Eighteenth Supplement. As used in this Eighteenth Supplement, the terms below defined shall be construed, are used and are intended to have the following meanings, unless the text hereof specifically indicates otherwise:

The term "*Acts*" shall mean, collectively, Chapter 55, Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended.

The terms "*Authorized Representative*" shall mean any one or more of the following officers or employees of the System, to wit: the Chair of the Board, the Chancellor, the Vice Chancellor for Finance, the Associate Vice Chancellor for Finance or such other officer or employee of the System, authorized by the Board to carry out the functions of the Board specified herein.

The term "*Board*" shall mean the Board of Regents, Texas State University System.

The term "*Business Day*" shall mean any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in the City of Austin, Texas, The City of New York, New York or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

The term "*Code*" shall mean the Internal Revenue Code of 1986, as amended.

The terms "*Commercial Paper Note*" shall mean any Taxable Commercial Paper Note or Tax-Exempt Commercial Paper Note issued pursuant to the provisions of the Master Resolution and this Eighteenth Supplement, with a final maturity, whether extended or not as described herein, of not more than 270 calendar days from the Issue Date and having the terms and characteristics specified in Section 2.02 and in the forms set forth in Exhibit B to this Eighteenth Supplement.

The term "*Dealer*" shall mean, initially Morgan Stanley and Co. LLC and Loop Capital Markets, LLC for as long as each such firm acts as a dealer for the Board, and each dealer appointed by the Board pursuant to Section 3.04 hereof and any successor thereto.

The term "*Designated Trust Office*" shall have the meaning given said term in Section 2.03(a) of this Eighteenth Supplement.

The term "*DTC*" shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

The term "*DTC Participant*" shall mean securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was

created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term "*Eighteenth Supplement*" shall mean this resolution adopted by the Board on February 19, 2015, authorizing the Commercial Paper Notes.

The term "*Eligible Project*" shall mean the acquisition, purchase, construction, improvement, enlargement, and/or equipping of any property, buildings, structures, activities, services, operations, or other facilities, or any other project, program or improvement authorized by the laws of the State of Texas for and on behalf of the Revenue Financing System or any Member thereof.

The term "*Extended Maturity Date*" shall mean, for each Commercial Paper Note, the date specified in the Issuance Request as the maturity date to which the maturity of such Commercial Paper Note may extended, which maturity date shall be a Business Day (which shall be specified in the confirmation sent to the Holder of the Commercial Paper Note); provided, that an Extended Maturity Date shall not established in violation of the provisions of Section 2.02(a)(ii) or 2.02(b)(ii) of this Eighteenth Supplement.

The term "*Extended Rate*" shall mean the rate of interest per annum determined by the following formula:

For Tax-Exempt Commercial Paper Notes: The greater of (SIFMA Index + *E*) or *F*

For Taxable Commercial Paper Notes: The greater of (LIBOR Index + *E*) or *F*

The Extended Rate applicable to a Commercial Paper Note will be determined by the Issuing and Paying Agent as provided in Section 2.02(c) of this Eighteenth Supplement. As used in the formula set forth above in this definition, the *E* and *F* variables shall be the fixed percentage rates, expressed in basis points and yields, respectively, determined based on the Prevailing Ratings of Fitch, Moody's and S&P, if then rating the Commercial Paper Notes at the request of the System, as follows:

Prevailing Rating

<u>Fitch</u>	<u>Moody's</u>	<u>S&P</u>	<u>E Variable</u>	<u>F Variable</u>
F-1+	P-1	A-1+	250 bps	7.00%
F-1	-	A-1	350 bps	7.50%
F-2	P-2	A-2	550 bps	8.00%
Lower than F-2 (or rating withdrawn for credit reasons)	Lower than P-2 (or rating withdrawn for credit reasons)	Lower than A-2 (or rating withdrawn for credit reasons)	Max Rate	Max Rate

If the individual Prevailing Ratings indicate different *E* or *F* variables as a result of split ratings assigned to the Commercial Paper Notes, the *E* or *F* variable shall be the arithmetic average of those indicated by the Prevailing Ratings. If the System obtains another rating on the Commercial Paper Notes from a credit rating agency, the Issuing and Paying Agent shall, upon written direction of the Authorized Representative, following consultation with the Authorized Representative and the Dealer, determine how the credit rating agency's rating categories shall be treated for the purpose of indicating an *E* or *F* variable. In no event shall the Extended Rate exceed the Maximum Interest Rate.

The term "*Extension Request*" shall mean the instructions provided to the Issuing and Paying Agent and the Dealer by an Authorized Representative to extend the Original Maturity Date of a Commercial Paper Note to an Extended Maturity Date, in substantially the form set forth in Exhibit D to this Eighteenth Supplement.

The term "*Fiscal Year*" shall mean the 12-month operational period of the System commencing on September 1 of each year and ending on the following August 31.

The term "*Fitch*" shall mean Fitch Ratings, Inc., or, if such entity is dissolved or liquidated or otherwise ceases to perform securities ratings services, such other nationally recognized securities rating agency as may be designated in writing by the Board.

The terms "*Holder*" or "*Noteholder*" shall mean the Registered Owner or any person, firm, association, or corporation who is in possession of any Commercial Paper Note issued to bearer or in blank.

The term "*Issuance Request*" shall mean the instructions provided to the Issuing and Paying Agent by an Authorized Representative in the manner set forth in Section 3.01 of this Eighteenth Supplement.

The terms "*Issuing and Paying Agent*" and "*Paying Agent*", "*Paying Agent/Registrar*" and "*Registrar*" shall mean with respect to the Commercial Paper Notes the agent appointed pursuant to Section 2.03, or any successor to such agent.

The term "*LIBOR Index*" means (i) for any date the London interbank offered rate for U.S. dollar deposits for a one-month period, as reported on the Reuters Screen LIBOR01 Page (or any successor) as of 11:00 a.m., London time, on the second Business Day preceding such date or (ii) if such rate is not then reported by Reuters, the rate then reported by any successor to or substitute for such service designated by the Issuing and Paying Agent and the System, acting through an Authorized Representative, in writing that provides rate quotations comparable to those provided on such Reuters screen page.

The term "*Master Notes*" shall mean the DTC master notes, in substantially the forms set forth in Exhibit C to this Eighteenth Supplement.

The term "*Master Resolution*" shall mean the "Master Resolution Establishing The Texas State University System Revenue Financing System," adopted by the Board on August 12, 1998

as amended by the "Resolution Amending the Master Resolution Establishing The Texas State University System Revenue Financing System" adopted by the Board on June 19, 2008.

The term "*Maximum Interest Rate*" or "*Max Rate*" shall mean the lesser of: (i) nine percent (9%) per annum and (ii) the maximum net effective interest rate permitted by law to be paid on obligations issued or incurred by the Board in the exercise of its borrowing powers (prescribed by Chapter 1204, Texas Government Code, as amended).

The term "*Maximum Maturity Date*" shall mean December 31, 2045.

The term "*Maximum Original Maturity Days*" means 90 calendar days or other number of days specified in an Issuance Request.

The term "*Moody's*" shall mean Moody's Investors Service or, if such entity is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Board.

The term "*Note Date*" shall have the meaning given in Section 2.02(c).

The term "*Note Payment Fund*" shall mean that fund created pursuant to Section 2.08.

The term "*Original Maturity Date*" shall mean, for each Commercial Paper Note, the date specified in the Issuance Request and in confirmation sent to the Holder of such Commercial Paper Note as the date of maturity of the Commercial Paper Note; provided that the Original Maturity Date shall be a Business Day not less than 1 day and not greater than the Maximum Original Maturity Days from the Issue Date, and shall not extend beyond the Maximum Maturity Date.

The term "*Original Rate*" shall mean, for each Commercial Paper Note, the rate of interest per annum borne by such Commercial Paper Note to the Original Maturity Date as specified in the applicable Issuance Request.

The term "*Project Costs*" shall mean all costs and expenses defined as "project costs" under the Acts incurred in relation to Eligible Projects and permitted by law to be paid with the proceeds of the Commercial Paper Notes, including without limitation design, planning, engineering, and legal costs; acquisition costs of land, interests in land, right of way, and easements; construction costs; costs of machinery, equipment, and other capital assets incident and related to the operation, maintenance, and administration of the Eligible Projects; and financing costs, including interest during construction and one year after construction, underwriter's discount, and/or legal, financial, and other professional services fees and expenses, and shall include reimbursement for Project Costs attributable to Eligible Projects incurred prior to the issuance of any Commercial Paper Notes.

The term "*Prevailing Rating*" shall mean, at the time of determination and with respect to each Rating Agency then providing a rating on the Commercial Paper Notes at the request of the

System, the rating assigned to the Commercial Paper Notes by such Rating Agency, or any comparable future designation by such Rating Agency, as the case may be.

The term "*Rating Agency*" shall mean Fitch, Moody's and S&P, if such entity is then providing a rating on the Commercial Paper Notes at the request of the System.

The term "*Registered Owner*" shall mean the person or entity in whose name any Commercial Paper Note is registered in the Registration Books.

The term "*Registration Books*" shall mean books or records relating to the registration, payment, and transfer or exchange of the Commercial Paper Notes maintained by the Issuing and Paying Agent pursuant to Section 2.03.

The term "*Regulations*" shall mean all applicable temporary, proposed and final regulations and procedures promulgated under the Code or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code.

The term "*S&P*" shall mean Standard & Poor's Rating Service, a Standard & Poor's Financial Services LLC business, or, if such entity is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Board.

The term "*SIFMA*" means the Securities Industry and Financial Markets Association.

The term "*SIFMA Index*" means (i) the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA or any person acting in cooperation with or under the sponsorship of SIFMA or (ii) if such index is not published, such other publicly available rate as the Dealer (or if the Dealer fails to do so, the System, acting through an Authorized Representative) shall deem most nearly equivalent thereto. Such index may be expressed as a percentage of (more or less than, or equal to, 100%) and/or a fixed spread to another index.

The term "*System*" shall mean The Texas State University System.

The term "*Taxable Commercial Paper Note*" shall mean a Commercial Paper Note issued pursuant to the provisions of the Master Resolution and this Eighteenth Supplement, the interest on which is not exempt from federal income taxation under the Code.

The term "*Taxable Commercial Paper Note Payment Account*" shall mean the account created pursuant to Section 2.08.

The term "*Tax-Exempt Commercial Paper Note*" shall mean a Commercial Paper Note issued pursuant to the provisions of the Master Resolution and this Eighteenth Supplement, the interest on which is exempt from federal income taxation under the Code.

The term "*Tax-Exempt Commercial Paper Note Payment Account*" shall mean the account created pursuant to Section 2.08.

EXHIBIT B
FORM OF COMMERCIAL PAPER NOTES

United States of America
State of Texas
BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM
REVENUE FINANCING SYSTEM
COMMERCIAL PAPER NOTE, [TAX-EXEMPT]¹ [TAXABLE]² SERIES A

Note Interest Note
Number _____ Rate _____ Date _____ \$ _____

On _____ (the "Original Maturity Date") for value received, THE BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM (the "Board")

Promises To Pay To The Order of _____
The Principal Sum Of _____
Payable At _____
(the "Issuing and Paying Agent"),

and to pay interest, if any, on said principal amount, specified above, from the above specified Note Date on said Original Maturity Date at the per annum Interest Rate specified above (computed on the basis of actual days elapsed and a [365-day or 366-day year, as applicable]¹ [360-day year]²) solely from the sources hereinafter identified and as hereinafter stated.

If the Original Maturity Date shall have been extended to the Extended Maturity Date, as provided in the Supplemental Resolution (hereinafter defined), the interest accrued on this Commercial Paper Note to the Original Maturity Date will be paid on the Original Maturity Date. The principal amount of this Commercial Paper Note will be payable on the Extended Maturity Date, and after the Original Maturity Date, this Commercial Paper Note shall bear interest from the Original Maturity Date to the Extended Maturity Date, at the per annum Extended Rate described below (computed on the basis of actual days elapsed and a 365-day or 366-day year, as applicable) solely from the sources hereinafter identified and as hereinafter stated.

Both principal and interest on this Commercial Paper Note shall be payable in immediately available lawful money of the United States of America at the principal corporate office of the Issuing and Paying Agent, specified above, or its successor.

No interest will accrue on the principal amount hereof after said Original Maturity Date or, if the Original Maturity Date shall have been extended to the Extended Maturity Date, after said Extended Maturity Date, or the date fixed for redemption of this Commercial Paper Note.

¹ To be included only for Commercial Paper Notes being issued as Tax-Exempt Commercial Paper Notes.

² To be included only for Commercial Paper Notes being issued as Taxable Commercial Paper Notes.

If the Original Maturity Date is before the 15th day of the month, and the Texas State University System (the "System") exercises its option in accordance with the Supplemental Resolution to extend the Original Maturity Date of this Commercial Paper Note to an Extended Maturity Date, interest accruing after the Original Maturity Date shall be payable on the first Business Day of the next month and on the first Business Day of each month thereafter and on the Extended Maturity Date for, or the date fixed for redemption of, this Commercial Paper Note. If the Original Maturity Date is on or after the 15th day of the month, and the System exercises its option in accordance with the Supplemental Resolution to extend the Original Maturity Date of this Commercial Paper Note, interest shall be payable on the first Business Day of the second succeeding month and on the first Business Day of each month thereafter and on the Extended Maturity Date for, or the date fixed for redemption of, this Commercial Paper Note.

The Extended Rate shall be the rate of interest per annum determined by the following formula:

$$[\text{The greater of (SIFMA Index} + E) \text{ or } F]^3$$

$$[\text{The greater of (LIBOR Index} + E) \text{ or } F]^4$$

The Extended Rate applicable to this Commercial Paper Note will be determined weekly by the Issuing and Paying Agent based on the Prevailing Ratings and other information available as of 11:00 a.m., New York, New York time, on the Original Maturity Date of this Commercial Paper Note and each Thursday thereafter and will apply from that date through the following Wednesday or, if earlier, the applicable Extended Maturity Date, or the date fixed for redemption of this Commercial Paper Note. As used in the formula, the *E* and *F* variables shall be the fixed percentage rates, expressed in basis points and yields, respectively, determined based on the Prevailing Ratings of the Rating Agencies then rating the Commercial Paper Notes at the request of the System, as follows:

Prevailing Rating

<u>Fitch</u>	<u>Moody's</u>	<u>S&P</u>	<u>E Variable</u>	<u>F Variable</u>
F-1+	P-1	A-1+	250 bps	7.00%
F-1	-	A-1	350 bps	7.50%
F-2	P-2	A-2	550 bps	8.00%
Lower than F-2 (or rating withdrawn for credit reasons)	Lower than P-2 (or rating withdrawn for credit reasons)	Lower than A-2 (or rating withdrawn for credit reasons)	Max Rate	Max Rate

³ To be included only for Commercial Paper Notes being issued as Tax-Exempt Commercial Paper Notes.

⁴ To be included only for Commercial Paper Notes being issued as Taxable Commercial Paper Notes.

If the individual Prevailing Ratings indicate different E or F variables as a result of split ratings assigned to the System, the E or F variable shall be the arithmetic average of those indicated by the Prevailing Ratings. In no event shall the Extended Rate exceed the Maximum Interest Rate.

This Commercial Paper Note is one of an issue of commercial paper notes (the "Commercial Paper Notes") which has been duly authorized and issued in accordance with the provisions of a master resolution, as amended, (the "Master Resolution") and the eighteenth supplemental resolution thereto (the "Supplemental Resolution"; the provisions of the Master Resolution are incorporated by reference in the Supplemental Resolution and the Master Resolution and the Supplemental Resolution shall hereinafter be referred to collectively as the "Resolution") passed by the Board on behalf of the System, an agency and political subdivision of the State of Texas, for the purpose of financing Project Costs of Eligible Projects (each as defined in the Resolution) and to refinance, renew and refund the Notes, other Parity Debt and Prior Encumbered Obligations; all in accordance and in strict conformity with the provisions of the Constitution and laws of the State of Texas, including but not limited to, Chapter 55, Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended. Capitalized terms used herein and not otherwise defined shall have the meaning given in the Resolution.

This Commercial Paper Note shall not be subject to redemption at the option of the System prior to its Original Maturity Date. If the System exercises its option to extend the maturity of this Commercial Paper Note to the Extended Maturity Date, this Commercial Paper Note may be redeemed on any date after its Original Maturity Date, at the option of the System, at a redemption price equal to par (100%), plus accrued and unpaid interest to the redemption date. To exercise its redemption option, the System shall provide not less than five (5) or more than twenty-five (25) calendar days' notice to the Issuing and Paying Agent. The Issuing and Paying Agent will notify DTC of the Commercial Paper Notes to be redeemed within one Business Day of receipt of such notice.

This Commercial Paper Note, together with the other Notes and other Parity Debt, is payable from and equally secured by the Pledged Revenues; provided, however, that the lien on and pledge of the Pledged Revenues is junior and subordinate to the lien and pledge securing the payment of the Prior Encumbered Obligations, all as further defined and described in the Resolution. The Notes do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the Board, except with respect to the Pledged Revenues as described in the Resolution, and the Holder hereof shall never have the right to demand payment of this obligation from any sources or properties of the Board except as described in the Resolution. THE NOTES DO NOT CONSTITUTE OR CREATE A DEBT OR LIABILITY OF THE STATE OF TEXAS, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING AUTHORITY OF THE STATE OF TEXAS IS IN ANY MANNER PLEDGED, GIVEN, OR LOANED TO THE PAYMENT OF THE NOTES.

[This Commercial Paper Note is not an obligation described in section 103(a) of the Code.]⁵

⁵ To be included only for Commercial Paper Notes being issued as Taxable Commercial Paper Notes.

Reference is hereby made to the Resolution, copies of which may be obtained upon request to the Board, and by acceptance of this Commercial Paper Note the Holder hereof hereby assents to all of the terms and provisions of the Resolution, including, but not limited to, provisions relating to definitions of terms; the description of and the nature of the security for the Notes and the Pledged Revenues; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders of the Notes; and the right to issue obligations payable from and secured by the Pledged Revenues.

It is hereby certified and recited that all acts, conditions, and things required by law and the Resolution to exist, to have happened, and to have been performed precedent to and in the issuance of this Commercial Paper Note, do exist, have happened, and have been performed in regular and in due time, form, and manner as required by law and that the issuance of this Commercial Paper Note, together with all other Notes, is not in excess of the principal amount of Notes permitted to be issued under the Resolution.

This Commercial Paper Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

This Commercial Paper Note may be registered to bearer or to any designated payee. Title to any Commercial Paper Note registered to bearer shall pass by delivery. If not registered to bearer, this Commercial Paper Note may be transferred only on the books of the Board maintained at the designated office of the Issuing and Paying Agent. Upon surrender hereof at the designated office of the Issuing and Paying Agent, this Commercial Paper Note may be exchanged for a like aggregate principal amount of fully registered (which registration may be to bearer) Commercial Paper Notes of authorized denominations of like interest rate and maturity, but only in the manner, and subject to the limitations, and upon payment of the charges provided in the Resolution and upon surrender and cancellation of this Commercial Paper Note.

This Commercial Paper Note shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Commercial Paper Note shall have been authenticated by the execution by the Issuing and Paying Agent of the Certificate of Authentication hereon.

The System covenants to pay the principal of and interest on this Commercial Paper Note when due, whether by reason of maturity or redemption prior to maturity.

IN WITNESS WHEREOF, the Board has authorized and caused this Commercial Paper Note to be executed and attested on its behalf by the manual or facsimile signatures of the Chairman of the Board and the Secretary of the Board and the official seal of the System impressed or a facsimile thereof to be printed hereon.

BOARD OF REGENTS, TEXAS STATE
UNIVERSITY SYSTEM

Chairman, Board of Regents

ATTEST:

Chancellor, Secretary of the Board

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Commercial Paper Note is one of the Commercial Paper Notes delivered pursuant to the within mentioned Resolution.

_____,
as Issuing and Paying Agent

By: _____
Countersignature

EXHIBIT C
FORM OF MASTER NOTES

The Depository Trust Company
A subsidiary of The Depository Trust & Clearing Corporation

MUNICIPAL COMMERCIAL PAPER — TECP MASTER NOTE

Tax Exempt

(Date of Issuance)

BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM ("Issuer"), for value received, hereby promises to pay to Cede & Co., as nominee of The Depository Trust Company, or to registered assigns: (i) the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records of Issuer (the "Underlying Records") as being evidenced by this Master Note, which Underlying Records are maintained by U.S. BANK NATIONAL ASSOCIATION, ("Paying Agent"); (ii) interest on the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records; and (iii) the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records. Interest shall be calculated at the rate and according to the calculation convention specified on the Underlying Records. Payments shall be made solely from the sources stated on the Underlying Records by wire transfer to the registered owner from Paying Agent without the necessity of presentation and surrender of this Master Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS MASTER NOTE SET FORTH ON THE REVERSE HEREOF.

This Master Note is a valid and binding obligation of Issuer.

Not Valid Unless Countersigned for Authentication by Paying Agent.

U.S. BANK NATIONAL ASSOCIATION

BOARD OF REGENTS,
TEXAS STATE UNIVERSITY SYSTEM

By: _____
(Authorized Countersignature)

By: _____
(Authorized Signature)



*The Depository Trust &
Clearing Corporation*

The provisions of the Board of Regents, Texas State University System Revenue Financing System Commercial Paper Note, Tax-Exempt Series A, a form of which is attached hereto, are incorporated herein and made a part hereof for all purposes.

At the request of the registered owner, Issuer shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Note.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Name, Address, and Taxpayer Identification Number of Assignee)

the Master Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Master Note on the books of Issuer with full power of substitution in the premises.

Date:

Signature(s) Guaranteed:

(Signature)

Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Note, in every particular, without alteration or enlargement or any change whatsoever.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

The Depository Trust Company
A subsidiary of The Depository Trust & Clearing Corporation

MUNICIPAL COMMERCIAL PAPER — TECP MASTER NOTE

Taxable

(Date of Issuance)

BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM ("Issuer"), for value received, hereby promises to pay to Cede & Co., as nominee of The Depository Trust Company, or to registered assigns: (i) the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records of Issuer (the "Underlying Records") as being evidenced by this Master Note, which Underlying Records are maintained by U.S. BANK NATIONAL ASSOCIATION, ("Paying Agent"); (ii) interest on the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records; and (iii) the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records. Interest shall be calculated at the rate and according to the calculation convention specified on the Underlying Records. Payments shall be made solely from the sources stated on the Underlying Records by wire transfer to the registered owner from Paying Agent without the necessity of presentation and surrender of this Master Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS MASTER NOTE SET FORTH ON THE REVERSE HEREOF.

This Master Note is a valid and binding obligation of Issuer.

Not Valid Unless Countersigned for Authentication by Paying Agent.

U.S. BANK NATIONAL ASSOCIATION

BOARD OF REGENTS,
TEXAS STATE UNIVERSITY SYSTEM

By: _____
(Authorized Countersignature)

By: _____
(Authorized Signature)



*The Depository Trust &
Clearing Corporation*

The provisions of the Board of Regents, Texas State University System Revenue Financing System Commercial Paper Note, Taxable Series A, a form of which is attached hereto, are incorporated herein and made a part hereof for all purposes.

At the request of the registered owner, Issuer shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Note.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Name, Address, and Taxpayer Identification Number of Assignee)

the Master Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Master Note on the books of Issuer with full power of substitution in the premises.

Date:

Signature(s) Guaranteed:

(Signature)

Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Note, in every particular, without alteration or enlargement or any change whatsoever.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

EXHIBIT D
FORM OF EXTENSION REQUEST

Date _____

[Name and Address of Issuing and Paying Agent]

[Name and Address of Dealer]

EXTENSION REQUEST

Ladies and Gentlemen:

This certificate is provided pursuant to the requirements of Section 2.02(d) of the Eighteenth Supplemental Resolution to the Master Resolution (the "Eighteenth Supplement") adopted by the Board of Regents, Texas State University System, with respect to the issuance of the Board of Regents, Texas State University System Revenue Financing System Commercial Paper Notes, [Tax-Exempt] [Taxable] Series A, for the purpose of requesting the extension of a Commercial Paper Note, as provided herein. Capitalized terms used herein and not otherwise defined shall have the meaning given in the Eighteenth Supplement.

- (a) The Commercial Paper Note is in the principal amount of \$_____, bears interest at the stated rate of ____%, and has a stated Original Maturity Date of _____, 20__.
- (b) The Extended Maturity Date of the Commercial Paper Note shall be _____, 20__, which is a Business Day.
- (c) The certifications made in the Issuance Request delivered in connection with the initial issuance of the Commercial Paper Note are confirmed.
- (d) The term of the Commercial Paper Note, as extended to the Extended Maturity Date, does not exceed 270 calendar days.

BOARD OF REGENTS, TEXAS STATE
UNIVERSITY SYSTEM

By _____
Authorized Representative

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

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

The “Nineteenth Supplemental Resolution to The Master Resolution Authorizing the Issuance, Sale, and Delivery of Board of Regents, Texas State University System Revenue Financing System Refunding Bonds, in One or More Series; and Approving and Authorizing Instruments and Procedures Relating Thereto” be adopted.

Explanation

Concurrent with adoption of this resolution and the “Eighteenth Supplemental Resolution to The Master Resolution Establishing the Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing the Instruments and Procedures Relating Thereto (the “Eighteenth Supplement”), the Board has authority to issue from time to time and at any one time have outstanding up to \$240,000,000 in aggregate principal amount of its commercial paper notes as Parity Debt under the terms of the Master Resolution. The Board has determined it in the best interest of the System to authorize issuance of bonds to refinance outstanding commercial paper notes issued under the Eighteenth Supplement. Such refunding bonds authorized by this Nineteenth Supplemental Resolution will be issued and delivered pursuant to laws of the State of Texas, including Chapters 1371 and 1207, Texas Government Code and other applicable laws and constitute Parity Debt pursuant to the Master Resolution.

This action re-adopts the existing Nineteenth Supplemental Resolution to the Master Resolution in order to reset effective dates to conform them to revised Eighteenth Supplemental Resolution also being considered by the Regents during the February 19-20, 2015 meeting.

**NINETEENTH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION
AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS,
TEXAS STATE UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM
REFUNDING BONDS, IN ONE OR MORE SERIES; AND APPROVING AND
AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO**

Adopted February 19, 2015

**NINETEENTH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION
AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS,
TEXAS STATE UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM
REFUNDING BONDS, IN ONE OR MORE SERIES; AND APPROVING AND
AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO**

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**NINETEENTH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION
AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS,
TEXAS STATE UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM
REFUNDING BONDS; AND APPROVING AND AUTHORIZING INSTRUMENTS AND
PROCEDURES RELATING THERETO**

WHEREAS, on August 13, 1998, the Board of Regents, Texas State University System adopted the "*Master Resolution Establishing The Texas State University System Revenue Financing System*" and on June 19, 2008 the Board adopted a "Resolution Amending the Master Resolution Establishing the Texas State University System Revenue Financing System" (collectively, referred to as the "Master Resolution"); and

WHEREAS, unless otherwise defined herein, capitalized terms used herein shall have the meaning given in the Master Resolution; and

WHEREAS, the Master Resolution establishes the Revenue Financing System and pledges the Pledged Revenues to the payment of Parity Debt to be outstanding under the Master Resolution; and

WHEREAS, the Board has implemented the Revenue Financing System in order to establish a system of financing improvements for Members of the Financing System in a manner consistent with State law; and

WHEREAS, the Board has previously adopted the First through Eighteenth Supplemental Resolutions authorizing Parity Debt, all of which supplement the Master Resolution; and

WHEREAS, concurrently with the adoption of this resolution, the Board adopted the "*Eighteenth Supplemental Resolution to The Master Resolution Establishing the Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing the Issuance of Tax-Exempt and Taxable Commercial Paper Notes; and Approving and Authorizing Instruments and Procedures Relating Thereto*" (the "Eighteenth Supplement") and pursuant thereto has the authority to issue from time to time and at any one time outstanding up to \$240,000,000 in aggregate principal amount of its commercial paper notes as Parity Debt under the terms of the Master Resolution; and

WHEREAS, the Board has determined that it is in the best interest of the System to authorize the issuance of bonds in one or more series to refinance outstanding commercial paper notes issued under the Eighteenth Supplement; and

WHEREAS, the bonds authorized to be issued in one or more series by this Nineteenth Supplemental Resolution (this "Nineteenth Supplement") are to be issued and delivered pursuant to laws of the State of Texas, including Chapters 1371 and 1207, Texas Government Code, as amended, and other applicable laws, and constitute Parity Debt pursuant to the Master Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM THAT:

Section 1. DEFINITIONS. In addition to the definitions set forth in the preamble of this Nineteenth Supplement, the terms used in this Nineteenth Supplement (except in the FORM OF BOND) and not otherwise defined shall have the meanings given in the Master Resolution or in Exhibit "A" to this Nineteenth Supplement attached hereto and made a part hereof.

Section 2. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. (a) *Amount and Designation.* The Board's bonds each entitled "BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM REFUNDING BOND," are hereby authorized to be issued in one or more series and delivered in an aggregate maximum principal amount (determined without regard to premium or discount affecting the sale price) of \$240,000,000. The title of the Bonds shall be designated by the year in which each Series is awarded pursuant to Section 3 below and in the event that another series of bonds is issued by the Board within a calendar year each Series within that year shall have a letter designation following the year. The authority of the System Representative to execute and deliver an Award Certificate for each Series shall expire at 5:00 p.m. on February 19, 2016, such date being one year from the date of adoption of this Nineteenth Supplement. Bonds priced on or before February 19, 2016 may close after such date.

(b) *Purpose.* The Bonds of each Series are to be issued for the following purposes: (i) REFUNDING THE REFUNDED COMMERCIAL PAPER NOTES AND (ii) PAYING THE COSTS OF ISSUANCE OF THE BONDS.

(c) *Refunded Commercial Paper Notes.* The Bonds are being issued under authority of Chapters 1207 and 1371, Texas Government Code, to refund the Refunded Commercial Paper Notes. The Refunded Commercial Paper Notes are being refunded to convert interim financing into long-term fixed rate financing, as contemplated by the Board in the operation of the interim financing programs as provided for in the Eighteenth Supplement. Therefore, the manner in which the refunding of the Refunded Commercial Paper Notes is being undertaken by the Board does not make it practicable to make the determinations required by subsection (a) of Section 1207.008, Texas Government Code. The Refunded Commercial Paper Notes shall be those outstanding Commercial Paper Notes designated by the System Representative to be refunded and retired with a portion of the proceeds of the Bonds. The principal amount of the Refunded Commercial Paper Notes shall be specifically identified in the Award Certificate.

Section 3. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS. (a) *Terms of Each Series of Bonds.* The Bonds of each Series shall initially be issued, sold, and delivered hereunder as fully registered bonds, without interest coupons, numbered consecutively from R-1 upward (except the initial Bond of each Series delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof, or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), in the denomination of \$5,000 or any integral multiple thereof (an "Authorized Denomination"), each Series maturing not later than March 15, 2046, serially or otherwise on the dates, in the years and in the principal amounts, respectively,

dated and be either Taxable Bonds, or Tax-Exempt as provided in Section 4, all as set forth in the Award Certificate of the System Representative.

(b) ***Award Certificate.*** As authorized by Chapter 1371, Government Code, as amended, the System Representative is hereby authorized, appointed, and designated to act on behalf of the Board in selling and delivering the Bonds of each Series and carrying out the other procedures specified in this Nineteenth Supplement, including determining and fixing the date of each Series of the Bonds, any additional or different designation or title by which each Series of the Bonds shall be known, the price at which each Series of the Bonds will be sold, the years in which each Series of the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of each Series of the Bonds, whether the Bonds are designated as Tax-Exempt Bonds or Taxable Bonds, the rate or rates of interest to be borne by each maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Board, as well as any mandatory sinking fund redemption provisions, the amount of capitalized interest, if any, for each Series of Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in a certificate of the System Representative delivered to the Secretary to the Board (the "Award Certificate"); provided that (i) the price to be paid for each Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery and (ii) each Series of the Bonds shall not bear interest at a rate in excess of the maximum rate allowed by law.

It is further provided, however, that, notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery of each Series (i) the Award Certificate has been executed and delivered as required by this Nineteenth Supplement and (ii) the particular Series of the Bonds have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371, Government Code, as amended. Each Award Certificate is hereby incorporated in and made a part of this Nineteenth Supplement.

(c) ***Sale of Each Series of Bonds.*** To achieve advantageous borrowing costs for the Members of the Financing System, each Series of the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the System Representative in the Award Certificate. In determining whether to sell each Series of the Bonds by negotiated, placement or competitive sale, the System Representative shall take into account the financial condition of the State, the System, and the Financing System, any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale, the achievement of the HUB goals of the Board, and any other matters which, in the judgment of the System Representative, might affect the net borrowing costs on each Series of the Bonds.

If the System Representative determines that a Series of the Bonds should be sold at a competitive sale, the System Representative shall cause to be prepared a notice of sale and official statement in such manner as the System Representative deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the System Representative determines that a Series of the Bonds should be sold by a negotiated sale or placement, the System Representative shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the System Representative deems appropriate to assure that the Bonds are sold on the most advantageous terms to the Revenue Financing System. The System Representative, acting for and on behalf of the Board, is authorized to enter into and carry out a Bond Purchase Contract or other agreement for the Bonds to be sold by negotiated sale or placement, with the Underwriter or placement purchaser at such price, with and subject to such terms as determined by the System Representative pursuant to Section 3(b) above. Each Bond Purchase Contract or other agreement shall be substantially in the form and substance previously approved by the Board in connection with the authorization of Parity Debt with such changes as are acceptable to the System Representative, including those covered by Section 18 or Section 21 and any provisions determined to be necessary by the System Representative and Bond Counsel in the event that such Series of Bonds is being sold in a forward delivery transaction, and such determination by the System Representative shall be conclusively evidenced by his or her execution of the Bond Purchase Contract.

(d) ***In General.*** Each Series of the Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be Tax-Exempt Bonds or Taxable Bonds and (vi) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in Exhibit "B" to this Nineteenth Supplement and as determined by the System Representative as provided herein, with such changes and additions as are required to be consistent with the terms and provisions shown in the Award Certificate.

Section 4. INTEREST. Each Series of the Bonds shall bear interest, calculated on the basis of a 360-day year composed of twelve 30-day months, from their date, until maturity or redemption, at the rates set forth in the Award Certificate. Each Series of Bonds shall be designated as Tax-Exempt Bonds or Taxable Bonds as set forth in the Award Certificate. Interest shall be payable to the registered owner of any such Bond in the manner provided and on the dates stated in the FORM OF BOND set forth in this Nineteenth Supplement and the Award Certificate.

Section 5. REGISTRATION, TRANSFER, AND EXCHANGE; AUTHENTICATION; BOOK-ENTRY-ONLY SYSTEM. (a) ***Paying Agent/Registrar.*** The System Representative is authorized to select a Paying Agent/Registrar for the Bonds. The System Representative is also authorized to enter into and carry out a Paying Agent/Registrar Agreement with the Paying Agent/Registrar with respect to the Bonds in substantially the form previously approved by the Board in connection with the authorization of Parity Debt with such changes as are acceptable to the System Representative.

(b) ***Registration Books.*** The Board shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar (the "Designated Trust Office") books or records for the registration of the transfer, exchange, and replacement of the Bonds (the "Registration Books"), and the Board hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, exchanges, and replacements

under such reasonable regulations as the Board and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, exchanges, and replacements as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Board shall have the right to inspect the Registration Books at the Designated Trust Office of the Paying Agent/Registrar during regular business hours, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. A copy of the Registration Books shall be maintained in the State of Texas.

(c) ***Ownership of Bonds.*** The entity in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Nineteenth Supplement, whether or not such Bond shall be overdue, and, to the extent permitted by law, the Board and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) ***Payment of Bonds and Interest.*** The Paying Agent/Registrar shall further act as the paying agent for paying the principal of, premium, if any, and interest on the Bonds, all as provided in this Nineteenth Supplement. The Paying Agent/ Registrar shall keep proper records of all payments made by the Board and the Paying Agent/Registrar with respect to the Bonds.

(e) ***Authentication.*** The Bonds initially issued and delivered pursuant to this Nineteenth Supplement shall be authenticated by the Paying Agent/Registrar by execution of the Paying Agent/Registrar's Authentication Certificate unless they have been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and on each substitute Bond issued in exchange for any Bond or Bonds issued under this Nineteenth Supplement the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE (the "Authentication Certificate"). The Authentication Certificate shall be in the form set forth in the FORM OF BOND.

(f) ***Transfer, Exchange, or Replacement.*** Each Bond issued and delivered pursuant to this Nineteenth Supplement, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender of such Bond at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered bonds, without interest coupons, in the appropriate form prescribed in the FORM OF BOND set forth in this Nineteenth Supplement, in any Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall be of the same Series and have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount

equal to the unpaid or unredeemed principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same Series designation and maturity date, bearing interest at the same rate, and payable in the same manner, in Authorized Denominations at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same Series designation and maturity date and bear interest at the same rate and payable in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Nineteenth Supplement shall constitute one of the Bonds for all purposes of this Nineteenth Supplement, and may again be exchanged or replaced. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Nineteenth Supplement there shall be printed an Authentication Certificate, in the form set forth in Exhibit "B" to this Nineteenth Supplement. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Authentication Certificate, and, except as provided in (e) above, no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for transfer, exchange, or replacement. No additional orders or resolutions need be passed or adopted by the Board or any other body or person so as to accomplish the foregoing transfer, exchange, or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be in typed or printed form as determined by the System Representative. Pursuant to Subchapter D of Chapter 1201, Texas Government Code and particularly Section 1201.063, thereof, the duty of transfer, exchange, or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which were originally issued pursuant to this Nineteenth Supplement. The Board shall pay the Paying Agent/Registrar's standard or customary fees and charges, if any, for transferring, and exchanging any Bond or any portion thereof, but the one requesting any such transfer and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, exchange, or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following interest payment date, or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. To the extent possible, any new Bond issued in an exchange, replacement, or transfer of a Bond will be delivered to the registered owner or assignee of the registered owner not more than three business days after the receipt of the Bonds to be canceled and the written request as described above.

(g) ***Substitute Paying Agent/Registrar.*** The Board covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Board will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform

the services of Paying Agent/Registrar for the Bonds under this Nineteenth Supplement, and that the Paying Agent/Registrar will be one entity. The Board reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Board covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Nineteenth Supplement. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Board. Upon any change in the Paying Agent/Registrar, the Board promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Nineteenth Supplement, and a certified copy of this Nineteenth Supplement shall be delivered to each Paying Agent/Registrar.

(h) ***Book-Entry-Only System.*** The Bonds issued in exchange for the Bonds initially issued and delivered to the underwriter shall be issued in the form of a separate single fully registered Bond per Series for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (i) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Board and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Bonds. Without limiting the immediately preceding sentence, the Board and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Nineteenth Supplement to the contrary but to the extent permitted by law, the Board and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Registration Books as provided in this Nineteenth Supplement, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Board's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No

person other than an owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Board to make payments of principal, premium, if any, and interest pursuant to this Nineteenth Supplement. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Nineteenth Supplement with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the word "Cede & Co." in this Nineteenth Supplement shall refer to such new nominee of DTC.

(i) ***Successor Securities Depository; Transfers Outside Book-Entry-Only System.*** In the event that the Board or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Board to DTC (as described in Section 23 of this Nineteenth Supplement) or DTC determines to discontinue providing its services with respect to the Bonds, the Board shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Nineteenth Supplement.

(j) ***Payments to Cede & Co.*** Notwithstanding any other provision of this Nineteenth Supplement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Board to DTC.

(k) ***Notice of Redemption and Defeasance.*** (i) In addition to the Notice of Redemption set forth in the FORM OF BOND, the System Representative shall give notice of redemption or defeasance to the Paying Agent/Registrar at least 45 days prior to a redemption date in the case of a redemption and on the defeasance date in the case of a defeasance and the Paying Agent/Registrar shall give notice of redemption or of defeasance of Bonds by mail, first-class postage prepaid at least thirty (30) days prior to a redemption date and within thirty (30) days after a defeasance date to each registered securities depository and to any national information service that disseminates such notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the registered owners of the Bonds to be redeemed at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the registered owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

(ii) Each Notice of Redemption or Defeasance, whether required in the FORM OF BOND or in this Section, shall contain a description of the Bonds to be redeemed or defeased including the complete name of the Bonds, the dated date of the Bonds, the interest rate, the maturity

date, the CUSIP numbers and amounts of each maturity called for redemption, the mailing date for the notice, the date of redemption or defeasance, the redemption price, if any, the name of the Paying Agent/Registrar and the address at which the Bonds may be redeemed or paid, along with any other applicable contact information of the Paying Agent/Registrar.

(iii) All redemption payments made by the Paying Agent/Registrar to the registered owners of the Bonds shall include a CUSIP number relating to each amount paid to such registered owner.

(iv) If at the time of mailing of notice of any optional redemption in connection with a refunding of the Bonds, the Board shall not have deposited with the Paying Agent/Registrar or an eligible financial institution moneys sufficient to redeem all of the Bonds called for redemption, such notice may state that it is conditional in that it is subject to the deposit of the proceeds of refunding bonds with the Paying Agent/Registrar or an eligible financial institution not later than the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Section 6. FORM OF BOND. The form of the Bonds, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, with respect to the Bonds initially issued and delivered pursuant to this Nineteenth Supplement, shall be, respectively, substantially as set forth in Exhibit "B", with such appropriate variations, omissions, or insertions as are permitted or required by this Nineteenth Supplement and any Award Certificate including specifically information relating to payment dates, the date of the Bonds, redemption provisions and the information to be included in the purpose clause.

Section 7. ESTABLISHMENT OF FINANCING SYSTEM AND ISSUANCE OF PARITY DEBT. By adoption of the Master Resolution, the Board has established the Texas State University System Revenue Financing System for the purpose of providing a financing structure for revenue supported indebtedness of components of the Texas State University System which are from time to time included as Members of the Financing System. The Master Resolution is intended to establish a master plan under which revenue supported debt of the Financing System can be incurred. This Nineteenth Supplement provides for the authorization, issuance, sale, delivery, form, characteristics, provisions of payment and redemption, and security of the Bonds as Parity Debt. The Master Resolution is incorporated herein by reference and as such made a part hereof for all purposes, except to the extent modified and supplemented hereby, and the Bonds are hereby declared to be Parity Debt under the Master Resolution. As required by Section 5(a) of the Master Resolution, the Board hereby determines that upon the issuance of the Bonds it will have sufficient funds to meet the financial obligations of the Texas State University System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System and that the Members on whose behalf the Bonds are to be issued possess the financial capacity to satisfy their Direct Obligations after taking the Bonds into account.

Section 8. SECURITY, PAYMENTS AND PERFECTION. The Bonds are special obligations of the Board payable from and secured solely by the Pledged Revenues pursuant to the Master Resolution and this Nineteenth Supplement. The Pledged Revenues are hereby pledged,

subject to the liens securing the Prior Encumbered Obligations, to the payment of the principal of, premium, if any, and interest on the Bonds as the same shall become due and payable. The Board agrees to pay the principal of, premium, if any, and the interest on the Bonds when due, whether by reason of maturity or redemption.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the Board under this Section of this Nineteenth Supplement, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of Pledged Revenues granted by the Board under this Section of this Nineteenth Supplement is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the Board agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 9. PAYMENTS. (a) Immediately after the delivery of the Bonds, the Board shall deposit any accrued interest received from the sale and delivery of the Bonds to the credit of a special account to be held to pay interest on such Bonds on the first interest payment date.

(b) Semiannually on or before each principal or interest payment date while any of the Bonds are outstanding and unpaid, commencing on the first interest payment date for the Bonds as provided therein, the Board shall make available to the Paying Agent/Registrar, money sufficient to pay such interest on and such principal of the Bonds as will accrue or mature, or be subject to mandatory redemption prior to maturity, on such principal, redemption, or interest payment date. The Paying Agent/Registrar shall cancel all paid Bonds and shall furnish the Board with an appropriate certificate of cancellation.

Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) ***Replacement Bonds.*** In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same Series, principal amount, maturity, and interest rate, and in the same form, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) ***Application for Replacement Bonds.*** Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant for a replacement Bond shall furnish to the Board and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the applicant shall furnish to the Board and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) ***Payment in Lieu of Replacement.*** Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Board may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) ***Charge for Issuing Replacement Bonds.*** Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the owner of such Bond with all legal, printing, and other expenses in connection therewith including any security or indemnity as may be required by the Board. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Board whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Nineteenth Supplement equally and proportionately with any and all other Bonds duly issued under this Nineteenth Supplement.

(e) ***Authority for Issuing Replacement Bonds.*** In accordance with Subchapter D of Chapter 1201, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement Bond without the necessity of further action by the Board or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(f) of this Nineteenth Supplement for Bonds issued in exchange and replacement for other Bonds.

Section 11. AMENDMENT OF SUPPLEMENT. (a) ***Amendments Without Consent.*** This Nineteenth Supplement and the rights and obligations of the Board and of the owners of the Bonds may be modified or amended at any time without notice to or the consent of any owner of the Bonds or any other Parity Debt, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the Board contained in this Nineteenth Supplement, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the Board in this Nineteenth Supplement;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Nineteenth Supplement, upon receipt by the Board of an Opinion of Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Nineteenth Supplement;

(iii) To supplement the security for the Bonds, replace or provide additional credit facilities, or change the form of the Bonds or make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate the Bonds, as a condition to the issuance or maintenance of a

rating, which changes or amendments do not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds;

(v) To make such changes, modifications or amendments as are permitted by Section 18 (c) (v) of this Nineteenth Supplement; or

(vi) To make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds.

(b) ***Amendments With Consent.*** Subject to the other provisions of this Nineteenth Supplement, the owners of Outstanding Bonds aggregating 51% in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than amendments described in Subsection (a) of this Section, to this Nineteenth Supplement which may be deemed necessary or desirable by the Board; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the Outstanding Bonds, the amendment of the terms and conditions in this Nineteenth Supplement or in the Bonds so as to:

- (1) Make any change in the maturity of the Outstanding Bonds;
- (2) Reduce the rate of interest borne by the Outstanding Bonds;
- (3) Reduce the amount of the principal payable on the Outstanding Bonds;
- (4) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;
- (5) Affect the rights of the owners of less than all Bonds then Outstanding; or
- (6) Change the minimum percentage of the Outstanding Principal Amount of Bonds necessary for consent to such amendment.

(c) ***Notice.*** (i) If at any time the Board shall desire to amend this Nineteenth Supplement other than pursuant to (a) above, the Board shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in The City of New York, New York once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Registrar for inspection by all owners of Bonds. Such publication is not required, however, if the Board gives or causes to be given such notice in writing to each owner of Bonds.

(ii) Copies of any modification or amendment to the Master Resolution or this Nineteenth Supplement shall be sent to Standard & Poor's Ratings Services and Moody's Investors Service, Inc. at least 10 days prior to the effective date thereof.

(d) ***Receipt of Consents.*** Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice of the proposed amendment the Board shall receive an instrument or instruments executed by all of the owners or the owners of at least 51% in Outstanding Principal Amount of Bonds, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory resolution in substantially the same form.

(e) ***Effect of Amendments.*** Upon the adoption by the Board of any resolution to amend this Nineteenth Supplement pursuant to the provisions of this Section, this Nineteenth Supplement shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the Board and all the owners of then Outstanding Bonds and all future Bonds shall thereafter be determined, exercised, and enforced under the resolution and this Nineteenth Supplement, as amended.

(f) ***Consent Irrevocable.*** Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Registrar and the Board, but such revocation shall not be effective if the owners of 51% in Outstanding Principal Amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(g) ***Ownership.*** For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the Registration Books kept by the Registrar therefor. The Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Registrar.

Section 12. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS. (a) ***Covenants.*** The Board covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "IRS Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Board covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the IRS Code or, if more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Board, with respect to such private business use, do not, under the terms of this Nineteenth Supplement or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the IRS Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the IRS Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the IRS Code;

(4) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the IRS Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the IRS Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the IRS Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with:

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Tax-Exempt Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the IRS Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the IRS Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90

percent of the "Excess Earnings," within the meaning of section 148(f) of the IRS Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the IRS Code.

(b) ***Rebate Fund.*** With respect to the Tax-Exempt Bonds, in order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Board for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the IRS Code.

(c) ***Proceeds.*** With respect to the Tax-Exempt Bonds, the Board understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the Board that the covenants contained herein are intended to assure compliance with the IRS Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the IRS Code, as applicable to the Tax-Exempt Bonds, the Board will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the IRS Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the Board agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the IRS Code. In furtherance of such intention, the Board hereby authorizes and directs the System Representative to execute any documents, certificates or reports required by the IRS Code and to make such elections, on behalf of the Board, which may be permitted by the IRS Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds.

(e) ***Disposition of Project.*** If the Bonds are issued as Tax-Exempt Bonds, the Board covenants that the property constituting the project or the projects financed by any Refunded Commercial Paper Notes will not be sold or otherwise disposed in a transaction resulting in the receipt by the Board of cash or other compensation, unless the Board obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the Board shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 13. NINETEENTH SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds, the issuance of which is

authorized hereunder, by those who shall hold the same from time to time, this Nineteenth Supplement shall be deemed to be and shall constitute a contract between the Board and the Holders from time to time of the Bonds and the pledge made in this Nineteenth Supplement by the Board and the covenants and agreements set forth in this Nineteenth Supplement to be performed by the Board shall be for the equal and proportionate benefit, security, and protection of all Holders, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Nineteenth Supplement.

Section 14. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

Section 15. PAYMENT AND PERFORMANCE ON BUSINESS DAYS. Except as provided to the contrary in the FORM OF BOND, whenever under the terms of this Nineteenth Supplement or the Bonds, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Bonds, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Bonds, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 16. LIMITATION OF BENEFITS WITH RESPECT TO THE NINETEENTH SUPPLEMENT. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Nineteenth Supplement or the Bonds is intended or should be construed to confer upon or give to any person other than the Board, the Holders, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Nineteenth Supplement or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Nineteenth Supplement and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Board, the Holders, and the Paying Agent/Registrar as herein and therein provided.

Section 17. CUSTODY, APPROVAL, BOND COUNSEL'S OPINION, CUSIP NUMBERS, PREAMBLE AND INSURANCE. The System Representative is hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and approval by the Attorney General of the State of Texas. The System Representative is hereby authorized, to the extent deemed necessary or advisable thereby, in the discretion thereof, to request that the Attorney General approve the Bonds as permitted by Chapter 1202, Texas Government Code, in which case the System Representative also is authorized to request the Comptroller of Public Accounts register the Bonds, and to cause an appropriate legend reflecting such approval and registration to appear on the Bonds and the substitute Bonds. The

approving legal opinion of the Board's Bond Counsel and the assigned CUSIP numbers may, at the option of the Board, be printed on the Bonds and on any Bonds issued and delivered in exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. The preamble to this Nineteenth Supplement is hereby adopted and made a part of this Nineteenth Supplement for all purposes. If insurance is obtained on any of the Bonds, the Bonds shall bear, as appropriate and applicable, a legend concerning insurance as provided by the municipal bond insurance company issuing any such insurance.

Section 18. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. To the extent that such financial information and operating data is reasonably obtainable under generally acceptable accounting principles applicable to the Board, as modified by the laws of the State of Texas and the rules and regulations of the Comptroller of Public Accounts of the State of Texas, the Board shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each Fiscal Year, financial information and operating data with respect to Board, as determined by the System Representative at the time the Bonds are sold. The Award Certificate shall specify the financial information and operating data to be provided pursuant to this Section. In the event that financial information and operating data of such general type is not reasonably available, financial information and operating data will be provided as prescribed by the applicable accounting principles and the governing laws, rules, and regulations applicable to the Board. The undertaking of the Board contained in the preceding sentence may be modified by the System Representative in the Award Certificate upon advice of counsel. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit C hereto, as may be modified in the Award Certificate, and (2) audited, if the Board commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided within the required period, then the Board shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB, in an electronic format as prescribed by the MSRB, and shall file audited financial statements when and if audited financial statements become available. If audited financial statements are not prepared for any Fiscal Year and audited financial statements are prepared with respect to the State of Texas for such Fiscal Year, the Board shall provide, or cause to be provided, the audited financial statements of the State of Texas for the applicable Fiscal Year to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of said Fiscal Year or as soon thereafter as such audited financial statements become available from the State Auditor of the State of Texas. Any such audited financial statements of the State of Texas so provided shall be prepared in accordance with generally accepted accounting principles for state governments, as such principles may be changed from time to time to comply with state law.

If the Board changes the Fiscal Year, the Board will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the Board otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this subsection may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All

documents provided to the MSRB pursuant to this subsection shall be accompanied by identifying information as prescribed by the MSRB.

(b) Certain Event Notices. The Board shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701BTEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the Board;
- M. The consummation of a merger, consolidation, or acquisition involving the Board or the sale of all or substantially all of the assets of the Board, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The Board shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Board to provide financial information or operating data in accordance with this subsection by the time required. All documents provided to the MSRB pursuant to this subsection shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The Board shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Board remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Board in any event will give the notice required by this Nineteenth Supplement of any Bond calls and defeasance that cause the Bonds to be no longer outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Board undertakes to provide only the financial information, operating data, financial statements, and notices that it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Board's financial results, condition, or prospects relating to the Financing System or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Board does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE BOARD BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE BOARD, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the Board in observing or performing its obligations under this Section shall constitute a breach of or default under this Nineteenth Supplement for purposes of any other provision of this Nineteenth Supplement.

Should the Rule be amended to obligate the Board to make filings with or provide notices to entities other than the MSRB, the Board hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Board under federal and state securities laws.

The provisions of this Section may be amended by the Board from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Board, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the

primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Nineteenth Supplement that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the Board (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. If the Board so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Board may also amend or repeal the provisions of this continuing disclosure requirement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds.

Section 19. APPLICATION OF BOND PROCEEDS. Proceeds from the sale of each Series of the Bonds shall, promptly upon receipt thereof, be applied by the System Representative as follows:

- (i) accrued interest, if any, for each Series of the Bonds shall be deposited as provided in Section 9;
- (ii) an amount sufficient to accomplish the purposes of Section 2 shall be so applied; and
- (iii) any proceeds from the sale of each Series of the Bonds remaining after the deposits provided for in clauses (i) and (ii) above, shall be applied to pay expenses arising in connection with the issuance of the Bonds.

Any sale proceeds of each Series of the Bonds remaining after making all deposits and payments provided for above shall be applied to the payment of interest on the Bonds.

Section 20. ADDITIONAL DEFEASANCE PROVISIONS. (a) In addition to the defeasance provisions set forth in Section 12 of the Master Resolution, it is hereby provided that, to the extent that the Bonds are treated as Defeased Debt for purposes of Section 12 of the Master Resolution, any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in Section 12(a)(i) or (ii) of the Master Resolution shall not be irrevocable, provided that the Board: (1) in the proceedings providing for such defeasance, expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any defeasance notices that it authorizes; and (4) at or prior to the time of the redemption, satisfies the conditions of subsection (a) of Section 12 of the Master Resolution with respect to such Defeased Bonds as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Bonds.

(b) Notwithstanding the provisions of Section 12(c) of the Master Resolution, in connection with the defeasance of the Bonds pursuant to Section 12 of the Master Resolution, the term "Government Obligations" shall mean (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law in existence at the time of such defeasance that may be used to defease obligations such as the Bonds.

(c) Notwithstanding the provisions of Section 12 of the Master Resolution, the Board may provide for the irrevocable deposit contemplated by Section 12 of the Master Resolution to be made with the Paying Agent/Registrar or with any other eligible bank or trust company as then authorized by state law and thereafter the Board will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Debt, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Government Obligations.

(d) Notwithstanding the provisions of Section 12 of the Master Resolution or any of the other provisions of this Section, any Taxable Bonds issued under this Twentieth Supplement may be designated by the System Representative in the Award Certificate as not being subject to defeasance to the extent that such System Representative determines in the Award Certificate that such treatment is in the best economic interests of the Board.

Section 21. OFFICIAL STATEMENT. The System Representative is authorized and directed to provide for and oversee the preparation of a preliminary and final official statement in connection with the issuance of the Bonds, and to approve such official statement and deem it final in compliance with the Rule and to provide it to the purchasers of the Bonds in compliance with such Rule.

Section 22. FURTHER PROCEDURES. The Chair of the Board, any System Representative, and all other officers, employees, and agents of the Board, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Board all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Nineteenth Supplement, the Bonds, the sale and delivery of the Bonds and fixing all details in connection therewith. The System Representative is authorized to make application to obtain all approvals necessary in connection with the issuance of each Series of the Bonds including the Texas Bond Review Board and the Texas Higher Education Coordinating Board, if such approvals are them

required by law. The System Representative is authorized to sign this Nineteenth Supplement. Nothing herein shall be construed as a waiver by the Board of its own rules and regulations, policies and procedures. The Board hereby determines that (i) designating the number of this Supplemental Resolution is a ministerial act and (ii) the number of this Supplemental Resolution may be revised at the direction of the System Representative to conform the number of this Supplemental Resolution to the actual sequence of the Board's approval of this Supplemental Resolution in relation to the Board's approval of any other Supplemental Resolution(s) and the actual delivery of Parity Debt under such resolutions. In addition, the System Representative, General Counsel to the Board and Bond Counsel are hereby authorized to approve, subsequent to the date of the adoption of this Nineteenth Supplement, any amendments to the above named documents, and any technical amendments to this Nineteenth Supplement as may be required by any rating agency as a condition to the granting of a rating on the Bonds, as may be required by the office of the Texas Attorney General as a condition to the approval of the Bonds or as may be required to assist an underwriter of the Bonds in complying with the Rule.

Section 23. DTC LETTER OF REPRESENTATION. The Board heretofore has executed and delivered to DTC a "Blanket Letter of Representations" with respect to the utilization by the Board of DTC's book-entry-only system and the Board intends to utilize such book-entry-only system in connection with each Series of the Bonds.

Section 24. BOND INSURANCE. In connection with the sale of the Bonds, the Board may obtain municipal bond insurance policies from a municipal bond insurer (the "Insurer") to guarantee the full and complete payment required to be made by or on behalf of the Board on some or all of the Bonds as determined by the System Representative. The System Representative is hereby authorized to sign a commitment letter with the Insurer and to pay the premium for the bond insurance policies at the time of the delivery of each Series of the Bonds out of the proceeds of sale of each Series of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Insurer and the System Representative, is hereby approved and authorized. The Award Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Nineteenth Supplement.

Section 25. REFUNDING OF REFUNDED COMMERCIAL PAPER NOTES; ESCROW AGREEMENT; REDEMPTION OF REFUNDED COMMERCIAL PAPER NOTES. (a) Concurrently with the delivery of a Series of Bonds, funds in the amount of the principal amount of the Refunded Commercial Paper Notes that are to be refunded and interest thereon, if any, that are derived from the proceeds of the sale of the Bonds shall be deposited to the credit of the designated account or accounts within the "Note Payment Fund", established in accordance with the provisions of the Eighteenth Supplement to refund those Refunded Commercial Paper Notes designated by the System Representative to be refunded and retired with a portion of the proceeds of the Bonds.

(b) Notwithstanding the provisions of subsection (a) above, concurrently with the delivery of a Series of Bonds, the System Representative may cause to be deposited with the Escrow Agent an amount, from the proceeds from the sale of each Series of the Bonds, sufficient, together with other legally available funds of the Board, to provide for the payment and retirement of the Refunded Commercial Paper Notes. In the event that it is deemed necessary, the System Representative is authorized to enter into one or more escrow agreements in the form and substance previously approved by the Board in connection with the refunding of Parity Debt with such changes as are acceptable to the System Representative. In such event, the System Representative is authorized hereby to take such steps as may be necessary to purchase Escrowed Securities, as defined in the Escrow Agreement, on behalf of the Board, and is authorized to create and fund the Escrow Fund contemplated by the Escrow Agreement through the use of the proceeds of each Series of the Bonds, the monies and investments held in the fund securing the Refunded Commercial Paper Notes and other lawfully available monies of the Board.

(c) The Board authorizes a System Representative, acting in accordance with the terms of the Eighteenth Supplement, to cause the Refunded Commercial Paper Notes to be redeemed prior to their stated Extended Maturity Date (as such term is defined in the Eighteenth Supplement), at a price of no less than par plus accrued interest, if any, to the date fixed for redemption.

(d) The determination of the System Representative, acting for and on behalf of the Board, relating to the issuance and sale of Bonds to refund Refunded Commercial Paper Notes shall have the same force and effect as if such determination were made by the Board.

Section 26. PUBLIC NOTICE. It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting at which this Nineteenth Supplement was adopted; that this Nineteenth Supplement would be introduced and considered for adoption at said meeting; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

Section 28. PAYMENT OF ATTORNEY GENERAL FEE. The Board hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each Series of the Bonds or (ii) \$9,500 per Series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The System Representative is hereby instructed to take the necessary measures to make this payment. The Board is also authorized to reimburse the appropriate funds for such payment from proceeds of the Bonds.

Section 29. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Nineteenth Supplement or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Board or any officer, agent, employee or representative of the Board in his individual capacity, and neither the directors, officers, agents, employees or representatives of the Board nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the

issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 30. REPEAL OF CONFLICTING RESOLUTIONS. All resolutions and all parts of any resolutions that are in conflict or are inconsistent with this Nineteenth Supplement are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency. Specifically, the previous Nineteenth supplemental resolution adopted by the Board on May 23, 2014, pursuant to which no Parity Debt has been issued, is hereby repealed and replaced in all respects with this Nineteenth Supplement.

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The System has caused this Nineteenth Supplement to be executed by a System Representative and its official seal to be impressed hereon.

TEXAS STATE UNIVERSITY SYSTEM

By: _____
System Representative

EXHIBIT A DEFINITIONS

As used in this Nineteenth Supplement the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

The term "*Authorized Denomination*" shall mean an Authorized Denomination as defined in Section 3 of this Nineteenth Supplement.

The term "*Award Certificate*" shall mean each Certificate executed by the System Representative in connection with each Series of Bonds that establishes the terms of the series of Bonds issued pursuant to Section 3 of this Nineteenth Supplement.

The term "*Bonds*" shall mean one or more Series of the Bonds designated in Section 2 of this Nineteenth Supplement, and all substitute bonds exchanged therefor, and all other substitute and replacement bonds issued pursuant to this Nineteenth Supplement; and the term "Bond" means any of the Bonds.

The term "*Business Day*" shall mean any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in The City of New York, New York or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

The term "*Chancellor*" shall mean the Chancellor of the Texas State University System.

The term "*Designated Trust Office*" shall have the meaning ascribed to said term in Section 5(b) of this Nineteenth Supplement.

The term "*DTC*" shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

The term "*DTC Participant*" shall mean securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term "*Insurance Policy*" shall mean the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on a particular Series of the Bonds when due.

The term "*Insurer*" shall mean the company insuring a particular Series of the Bonds, or any successor thereto or assignee thereof as set forth in the Award Certificate.

The term "*IRS Code*" shall mean the Internal Revenue Code of 1986, as amended.

The term "*Master Resolution*" shall mean the "Master Resolution Establishing The Texas State University System Revenue Financing System," adopted by the Board on August 12, 1998 as amended by the "Resolution Amending the Master Resolution Establishing The Texas State University System Revenue Financing System" adopted by the Board on June 19, 2008.

The term "*Maturity*" shall mean the date on which the principal of a Bond becomes due and payable as therein and herein provided, whether at Stated Maturity, by redemption or otherwise.

The term "*MSRB*" shall mean the Municipal Securities Rulemaking Board.

The term "*Nineteenth Supplement*" shall mean this amended and restated resolution authorizing each Series of the Bonds.

The terms "*Paying Agent/Registrar*," "*Paying Agent*" or "*Registrar*" shall mean the agent appointed pursuant to Section 5 of this Nineteenth Supplement, or any successor to such agent.

The term "*Refunded Commercial Paper Notes*" shall mean those commercial paper notes issued pursuant to the provisions of the Master Resolution and the Eighteenth Supplement selected by the System Representative to be refunded with the proceeds of Bonds authorized to be issued by this Eighteenth Supplement, as more fully described in the Award Certificate.

The term "*Record Date*" shall mean, with respect to each Series of the Bonds, the business day of each month as set forth in the Award Certificate.

The term "*Registration Books*" shall mean the books or records relating to the registration, payment, and transfer or exchange of the Bonds maintained by the Paying Agent/Registrar pursuant to Section 5 of this Nineteenth Supplement.

The term "*Rule*" shall mean SEC Rule 15c2-12, as amended from time to time.

The term "*SEC*" shall mean the United States Securities and Exchange Commission.

The term "*Series*" shall mean any designated series or subseries of Bonds issued pursuant to this Nineteenth Supplement.

The term "*Stated Maturity*", shall mean, when used with respect to the Bonds, the scheduled maturity or mandatory sinking fund redemption date of a Series of the Bonds.

The term "*System Representative*" shall mean any one or more of the following officers or employees of the Texas State University System, to wit: the Chair of the Board, the Chancellor, the Vice Chancellor for Finance or such other officer or employees of the Texas State University System, authorized by the Board to act as a System Representative.

The term "*Taxable Bonds*" shall mean each Series of Bonds bearing interest at a taxable rate.

The term "*Tax-Exempt Bonds*" shall mean each Series of Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

All terms not herein defined shall have the meanings given to said terms by the Master Resolution or as otherwise defined in this Nineteenth Supplement.

EXHIBIT B

FORM OF BOND

**UNITED STATES OF AMERICA
STATE OF TEXAS
BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM
REVENUE FINANCING SYSTEM REFUNDING BOND,
SERIES 20__***

NO. R-__

**PRINCIPAL
AMOUNT**
\$ _____

**INTEREST
RATE***

**MATURITY
DATE***

**[BOND DATE]
[ISSUANCE DATE] ***

CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM (the "Board"), being an agency and political subdivision of the State of Texas, hereby promises to pay to the Registered Owner, specified above, or the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount, specified above, and to pay interest thereon, calculated on the basis of a 360-day year composed of twelve 30-day months, from the [Bond Date] [Issuance Date], specified above, to the Maturity Date, specified above, or the date of redemption prior to maturity, at the interest rate per annum, specified above; with interest being payable on _____, 20__*, and semiannually on each _____* and _____* thereafter, except that if the date of authentication of this Bond is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the Board and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges, solely from funds of the Board required by the resolution authorizing the issuance of the Bonds to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office in _____, Texas (the "Designated Trust Office") of _____, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described; provided, that upon the written request of any owner of not less than \$1,000,000 in principal amount of Bonds provided to the Paying Agent/Registrar not later than the Record Date immediately preceding an interest payment date, interest due on such Bonds on such interest payment date shall be made by wire transfer to any designated account within the United States of America. In addition, interest may be paid by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner hereof. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for redemption and payment at the Designated Trust Office of the Paying Agent/Registrar. The Board covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined by a book entry at a securities depository for the Bonds, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the Board and the securities depository. Terms used herein and not otherwise defined have the meaning given in the Bond Resolution (hereinafter defined).

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Board and the securities depository.

THIS BOND is one of a series of Bonds, dated as of _____, 201_, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$_____,^{*} issued pursuant to a Master Resolution adopted August 13, 1998 as amended on _____.

^{*} As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

June 19, 2008 by a "Resolution Amending the Master Resolution Establishing the Texas State University System Revenue Financing System" (collectively, referred to as the "Master Resolution"), and pursuant to a Nineteenth Supplement Resolution adopted on February 19, 2015 referred therein (collectively, the "Bond Resolution"), FOR THE PURPOSE OF (i) REFUNDING THE REFUNDED COMMERCIAL PAPER NOTES AND (ii) PAYING THE COSTS OF ISSUANCE OF THE BONDS.*

ON _____, 20____*, or on any date thereafter, the Bonds of this series maturing on and after _____, 20____* may be redeemed prior to their scheduled maturities, at the option of the Board, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Board (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at par and accrued interest to the date fixed for redemption; provided, that during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Board and the securities depository.

THE BONDS maturing on _____, 20____* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Bonds Maturing _____, 20____*

Redemption Date

Principal Amount

_____, 20____

\$ _____

_____, 20____H

_____H

HFinal Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Board by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the Board and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Board or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

United States mail, first-class postage prepaid, not less than 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond or portion thereof to be redeemed at its address as it appeared on the registration books of the Paying Agent/Registrar on the 45th day prior to such redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, payable in the same manner, in any authorized denomination at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Board, all as provided in the Bond Resolution.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Board, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Board shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in The City of New York, New York, or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY AUTHORIZED DENOMINATION may be assigned and shall be transferred only in the Registration Books of the Board kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof

in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond shall be executed by the registered owner or its duly authorized attorney or representative, to evidence the assignment hereof. A new Bond or Bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Bond, may be delivered by the Paying Agent/Registrar in exchange for this Bond, all in the form and manner as provided in the next paragraph hereof for the exchange of other Bonds. The Board shall pay the Paying Agent/Registrar's fees and charges, if any, for making such transfer or exchange as provided below, but the one requesting such transfer or exchange shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration or exchange of this Bond or any portion hereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. The registered owner of this Bond shall be deemed and treated by the Board and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and, to the extent permitted by law, the Board and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons in the denomination of any integral multiple of \$5,000 (an "Authorized Denomination"). As provided in the Bond Resolution, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, in the same form, and bearing interest at the same rate, in any Authorized Denomination as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering, or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Board, resigns, or otherwise ceases to act as such, the Board has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that the series of Bonds of which this Bond is one constitute Parity Debt under the Master Resolution; and that the interest on

and principal of this Bond, together with the other Bonds of this series and the other outstanding Parity Debt are equally and ratably secured by and payable from a lien on and pledge of the Pledged Revenues, subject only to the provisions of, and the lien on and pledge of certain Pledged Revenues to, the Prior Encumbered Obligations.

THE BOARD has reserved the right, subject to the restrictions referred to in the Bond Resolution, (i) to issue additional Parity Debt which also may be secured by and made payable from a lien on and pledge of the aforesaid Pledged Revenues, in the same manner and to the same extent as this Bond and (ii) to amend the provisions of the Bond Resolution under the conditions provided in the Bond Resolution.

THE REGISTERED OWNER hereof shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation or from any source whatsoever other than specified in the Bond Resolution.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the Board, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between each registered owner hereof and the Board.

IN WITNESS WHEREOF, the Board has caused this Bond to be signed with the manual or facsimile signature of the Chairman of the Board and countersigned with the manual or facsimile signature of the Secretary of the Board, and has caused the official seal of the Board to be duly impressed, or placed in facsimile, on this Bond.

Chairman, Board of Regents

Chancellor, Secretary of the Board

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE:

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described in this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Paying Agent/Registrar

Dated

Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and
appoints _____, attorney, to
register the transfer of the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by
an eligible guarantor institution participating in
a securities transfer association recognized
signature guarantee program.

NOTICE: The signature above must correspond
with the name of the registered owner as it
appears upon the front of this Bond in every
particular, without alteration or enlargement or
any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF

**COMPTROLLER OF PUBLIC ACCOUNTS TO ACCOMPANY
THE INITIAL BOND:**

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL BOND

The initial Bond shall be in the form set forth in this Exhibit, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED ABOVE, the Board of Regents of the Texas State University System (the "Board"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Principal	Maturity	Interest	Initial
<u>Amount</u>	<u>()</u>	<u>Rate</u>	<u>Yield</u>

(Information from the Award Certificate of the System Representative to be inserted)

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

The Board promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, 20____* at the respective Interest Rate per annum specified above. Interest is payable on _____, 20____* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1"

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

EXHIBIT C

DESCRIPTION OF ACCOUNTING PRINCIPLES

The financial statements of the Texas State University System will be prepared in accordance with the Texas Comptroller of Public Accounts' Annual Financial Reporting Requirements, and follow to the extent practical, the AICPA Industry Audit Guide Audits of Colleges and Universities, 1973, as amended by AICPA Statement of Position (SOP) 74-8, Financial Accounting and Reporting by Colleges and Universities, or such other accounting principles as the Board may be required to employ from time to time pursuant to state law or regulation.

TSUS: Consideration and action with respect to the “Twentieth Supplemental Resolution to the Master Resolution Authorizing the Issuance, Sale and Delivery of Board of Regents, Texas State University System Revenue Financing System Revenue Bonds; and Approving and Authorizing Instruments and Procedures Relating Thereto”

Upon a motion of Regent _____, seconded by Regent _____, it was ordered that the “Twentieth Supplemental Resolution to the Master Resolution Authorizing the Issuance, Sale and Delivery of Board of Regents, Texas State University System Revenue Financing System Revenue Bonds; and Approving and Authorizing Instruments and Procedures Relating Thereto” be adopted.

Explanation

The Twentieth Supplemental Resolution to the Master Resolution authorizes the issuance of up to \$828,000,000 of TSUS Revenue Financing System debt to support new-money and/or refinancing projects through February 19, 2016. According to the 2015-2019 TSUS Capital Improvements Program as much as \$474,000,000 of new debt may be required to fund projects to be initiated in calendar year 2014 and 2015 at Texas State University System components. In addition, \$354,000,000 of System debt may match economic criteria for refinancing during the same time period. A debt issuance limit of \$828,000,000 provides System administration the flexibility to fund construction projects and/or to conduct debt refinancing transactions as required through February 19, 2016.

**TWENTIETH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION
AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS,
TEXAS STATE UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM REVENUE
BONDS; AND APPROVING AND AUTHORIZING INSTRUMENTS AND
PROCEDURES RELATING THERETO**

Adopted February 19, 2015

**TWENTIETH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION
AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS,
TEXAS STATE UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM REVENUE
BONDS; AND APPROVING AND AUTHORIZING INSTRUMENTS AND
PROCEDURES RELATING THERETO**

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**TWENTIETH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION
AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS,
TEXAS STATE UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM REVENUE
BONDS; AND APPROVING AND AUTHORIZING INSTRUMENTS AND
PROCEDURES RELATING THERETO**

WHEREAS, on August 13, 1998, the Board of Regents, Texas State University System adopted the "*Master Resolution Establishing The Texas State University System Revenue Financing System*" and on June 19, 2008 the Board adopted a "Resolution Amending the Master Resolution Establishing the Texas State University System Revenue Financing System" (collectively, referred to as the "Master Resolution"); and

WHEREAS, unless otherwise defined herein, capitalized terms used herein shall have the meaning given in the Master Resolution; and

WHEREAS, the Master Resolution establishes the Revenue Financing System and pledges the Pledged Revenues to the payment of Parity Debt to be outstanding under the Master Resolution; and

WHEREAS, the Board has implemented the Revenue Financing System in order to establish a system of financing improvements for Members of the Financing System in a manner consistent with State law; and

WHEREAS, the Board has previously adopted the First through Seventeenth Supplemental Resolutions authorizing Parity Debt, all of which supplement the Master Resolution; and

WHEREAS, the Board has determined that it is in the best interest of the System to proceed with issuing bonds in one or more series to refinance outstanding bonds and to finance the cost of facilities and improvements for Members of the Revenue Financing System and to authorize the potential refunding of a portion of its Outstanding Parity Debt as described in the definition of Potential Refunded Bonds herein; and

WHEREAS, the bonds authorized to be issued in one or more series by this Twentieth Supplemental Resolution (the "Twentieth Supplement") are to be issued and delivered pursuant to laws of the State of Texas, including Chapters 54 and 55 of the Code, Chapter 1371, Texas Government Code, as amended, and other applicable laws, including Chapter 1207, Texas Government Code, as amended, insofar as it may be required in connection with the refunding of any of the Potential Refunded Bonds, and constitute Parity Debt pursuant to the Master Resolution.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS,
TEXAS STATE UNIVERSITY SYSTEM THAT:**

Section 1. DEFINITIONS. In addition to the definitions set forth in the preamble of this Twentieth Supplement, the terms used in this Twentieth Supplement (except in the FORM OF BOND) and not otherwise defined shall have the meanings given in the Master Resolution or in Exhibit "A" to this Twentieth Supplement attached hereto and made a part hereof.

Section 2. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. (a) *Amount and Designation.* The Board's bonds each entitled "BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM REVENUE BOND," are hereby authorized to be issued in one or more series and delivered in an aggregate maximum principal amount (determined without regard to premium or discount affecting the sale price) of \$828,000,000. The title of the Bonds shall be designated by the year in which each Series is awarded pursuant to Section 3 below and in the event that another series of bonds is issued by the Board within a calendar year each Series within that year shall have a letter designation following the year. Any Series of Bonds which is issued for the purpose of refunding all or a portion of the Potential Refunded Bonds may include the refunding designation in the title as set forth in the applicable Award Certificate. The authority of the System Representative to execute and deliver an Award Certificate for each Series shall expire at 5:00 p.m. on February 19, 2016, such date being one year from the date of adoption of this Twentieth Supplement. Bonds priced on or before February 19, 2016 may close after such date.

(b) *Purpose.* The Bonds of each Series are to be issued for the following purposes: (i) ACQUIRING, PURCHASING, CONSTRUCTING, IMPROVING, RENOVATING, ENLARGING OR EQUIPPING THE PROPERTY, BUILDINGS, STRUCTURES, FACILITIES, ROADS OR RELATED INFRASTRUCTURE FOR THE MEMBERS OF THE REVENUE FINANCING SYSTEM INCLUDING ANY NECESSARY CAPITALIZED INTEREST IN AN AMOUNT NOT TO EXCEED THAT AUTHORIZED BY LAW ALL AS FURTHER PROVIDED IN THE AWARD CERTIFICATE, (ii) REFUNDING ALL OR A PORTION OF THE POTENTIAL REFUNDED BONDS, AND (iii) PAYING THE COSTS OF ISSUANCE OF THE BONDS.

Section 3. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS. (a) *Terms of Each Series of Bonds.* The Bonds of each Series shall initially be issued, sold, and delivered hereunder as fully registered bonds, without interest coupons, numbered consecutively from R-1 upward (except the initial Bond of each Series delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof, or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), in the denomination of \$5,000 or any integral multiple thereof (an "Authorized Denomination"), each Series maturing not later than March 15, 2055, serially or otherwise on the dates, in the years and in the principal amounts, respectively, dated and be either Taxable Bonds, or Tax-Exempt as provided in Section 4, all as set forth in the Award Certificate of the System Representative.

(b) *Award Certificate.* As authorized by Chapter 1371, Government Code, as amended, the System Representative is hereby authorized, appointed, and designated to act on behalf of the Board in selling and delivering the Bonds of each Series and carrying out the other procedures specified in this Twentieth Supplement, including determining and fixing the date of each Series of the Bonds, any additional or different designation or title by which each Series of the Bonds

shall be known, the price at which each Series of the Bonds will be sold, the years in which each Series of the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of each Series of the Bonds, whether the Bonds are designated as Tax-Exempt Bonds or Taxable Bonds, the rate or rates of interest to be borne by each maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Board, as well as any mandatory sinking fund redemption provisions, the amount of capitalized interest, if any, for each Series of Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in a certificate of the System Representative delivered to the Secretary to the Board (the "Award Certificate"); provided that (i) the price to be paid for each Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery, (ii) Bonds shall be issued to refund all or a portion of the Potential Refunded Bonds only if such refunding, assuming that each Series sold and delivered at the same time constitutes one Series, results in a present value savings on the Annual Debt Service Requirements on the Refunded Bonds, provided further, that in the case of Refunded Bonds being advance refunded more than 90 days prior to their maturity or earlier redemption, the present value savings on the Annual Debt Service Requirements must not be less than an amount equal to 3% of the principal amount of such Refunded Bonds being advance refunded, and (iii) each Series of the Bonds shall not bear interest at a rate in excess of the maximum rate allowed by law.

In establishing the aggregate principal amount of a Series of Bonds to be issued to refund Refunded Bonds, the System Representative shall establish an amount, not to exceed the amount authorized in Section 2, sufficient to provide for the refunding of the Refunded Bonds that will result in a reduction in the Annual Debt Service Requirements that otherwise would be payable from the Pledged Revenues with respect to the Refunded Bonds, on a present value basis, provided further, that in establishing the aggregate principal amount of a Series of Bonds to be issued to advance refund Refunded Bonds more than 90 days prior to their maturity or earlier redemption date, the System Representative shall establish an amount, not to exceed the amount authorized in Section 2, sufficient to provide for the advance refunding of such Refunded Bonds that will result in a reduction in the Annual Debt Service Requirements that otherwise would be payable from the Pledged Revenues with respect to the Refunded Bonds, on a present value basis of at least 3%. The amount of savings to be realized from the refunding shall be shown in each Award Certificate. The Award Certificate of each Series that is issued to refund Refunded Bonds shall also identify the Refunded Bonds being refunded by that Series.

It is further provided, however, that, notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery of each Series (i) the Award Certificate has been executed and delivered as required by this Twentieth Supplement and (ii) the particular Series of the Bonds have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371, Government Code, as amended.

The System Representative is authorized and directed to determine which facilities and improvements will be financed with the proceeds of the Bonds taking into account (i) the scheduled completion dates of the improvements and facilities financed with the proceeds of the Bonds, (ii) the economic projections for each such facility and improvement and the Member on

whose campus the facility or improvement is located and (iii) the projected budget impact on the Financing System of such financing. The designation of which improvements or facilities are to be financed or refinanced with the proceeds of the Bonds shall be set forth in the Award Certificate. Before the System Representative may determine that any improvement or facility is to be financed or refinanced with the proceeds of the Bonds, (i) the improvement or facility must have been approved for construction and financing by the Board, (ii) the Board must have made the findings required by Section 5 of the Master Resolution with respect to the Parity Debt to be issued for such improvement or facility, and (iii) the project must have received any required approval or review of the Higher Education Coordinating Board to the extent and as required by the provisions of Chapter 61 of the Texas Education Code, including Section 61.058 thereof.

Each Award Certificate is hereby incorporated in and made a part of this Twentieth Supplement.

(c) *Sale of Each Series of Bonds.* To achieve advantageous borrowing costs for the Members of the Financing System, each Series of the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the System Representative in the Award Certificate. In determining whether to sell each Series of the Bonds by negotiated, placement or competitive sale, the System Representative shall take into account the financial condition of the State, the System, and the Financing System, any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale, the achievement of the HUB goals of the Board, and any other matters which, in the judgment of the System Representative, might affect the net borrowing costs on each Series of the Bonds.

If the System Representative determines that a Series of the Bonds should be sold at a competitive sale, the System Representative shall cause to be prepared a notice of sale and official statement in such manner as the System Representative deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the System Representative determines that a Series of the Bonds should be sold by a negotiated sale or placement, the System Representative shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the System Representative deems appropriate to assure that the Bonds are sold on the most advantageous terms to the Revenue Financing System. The System Representative, acting for and on behalf of the Board, is authorized to enter into and carry out a Bond Purchase Contract or other agreement for the Bonds to be sold by negotiated sale or placement, with the Underwriter or placement purchaser at such price, with and subject to such terms as determined by the System Representative pursuant to Section 3(b) above. Each Bond Purchase Contract or other agreement shall be substantially in the form and substance previously approved by the Board in connection with the authorization of Parity Debt with such changes as are acceptable to the System Representative, including those covered by Section 18 or Section 21 and any provisions determined to be necessary by the System Representative and Bond Counsel in the event that such Series of Bonds is being sold in a forward delivery transaction, and such determination by the System Representative shall be conclusively evidenced by his or her execution of the Bond Purchase Contract.

(d) ***In General.*** Each Series of the Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be Tax-Exempt Bonds or Taxable Bonds and (vi) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in Exhibit "B" to this Twentieth Supplement and as determined by the System Representative as provided herein, with such changes and additions as are required to be consistent with the terms and provisions shown in the Award Certificate.

Section 4. INTEREST. Each Series of the Bonds shall bear interest, calculated on the basis of a 360-day year composed of twelve 30-day months, from their date, until maturity or redemption, at the rates set forth in the Award Certificate. Each Series of Bonds shall be designated as Tax-Exempt Bonds or Taxable Bonds as set forth in the Award Certificate. Interest shall be payable to the registered owner of any such Bond in the manner provided and on the dates stated in the FORM OF BOND set forth in this Twentieth Supplement and the Award Certificate.

Section 5. REGISTRATION, TRANSFER, AND EXCHANGE; AUTHENTICATION; BOOK-ENTRY-ONLY SYSTEM. (a) ***Paying Agent/Registrar.*** The System Representative is authorized to select a Paying Agent/Registrar for the Bonds. The System Representative is also authorized to enter into and carry out a Paying Agent/Registrar Agreement with the Paying Agent/Registrar with respect to the Bonds in substantially the form previously approved by the Board in connection with the authorization of Parity Debt with such changes as are acceptable to the System Representative.

(b) ***Registration Books.*** The Board shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar (the "Designated Trust Office") books or records for the registration of the transfer, exchange, and replacement of the Bonds (the "Registration Books"), and the Board hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, exchanges, and replacements under such reasonable regulations as the Board and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, exchanges, and replacements as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Board shall have the right to inspect the Registration Books at the Designated Trust Office of the Paying Agent/Registrar during regular business hours, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. A copy of the Registration Books shall be maintained in the State of Texas.

(c) ***Ownership of Bonds.*** The entity in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Twentieth Supplement, whether or not such Bond shall be overdue, and, to the

extent permitted by law, the Board and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) ***Payment of Bonds and Interest.*** The Paying Agent/Registrar shall further act as the paying agent for paying the principal of, premium, if any, and interest on the Bonds, all as provided in this Twentieth Supplement. The Paying Agent/ Registrar shall keep proper records of all payments made by the Board and the Paying Agent/Registrar with respect to the Bonds.

(e) ***Authentication.*** The Bonds initially issued and delivered pursuant to this Twentieth Supplement shall be authenticated by the Paying Agent/Registrar by execution of the Paying Agent/Registrar's Authentication Certificate unless they have been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and on each substitute Bond issued in exchange for any Bond or Bonds issued under this Twentieth Supplement the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE (the "Authentication Certificate"). The Authentication Certificate shall be in the form set forth in the FORM OF BOND.

(f) ***Transfer, Exchange, or Replacement.*** Each Bond issued and delivered pursuant to this Twentieth Supplement, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender of such Bond at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered bonds, without interest coupons, in the appropriate form prescribed in the FORM OF BOND set forth in this Twentieth Supplement, in any Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall be of the same Series and have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same Series designation and maturity date, bearing interest at the same rate, and payable in the same manner, in Authorized Denominations at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same Series designation and maturity date and bear interest at the same rate and payable in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Twentieth Supplement shall constitute one of the Bonds for all purposes of this Twentieth Supplement, and may again be exchanged or replaced.

On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Twentieth Supplement there shall be printed an Authentication Certificate, in the form set forth in Exhibit "B" to this Twentieth Supplement. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Authentication Certificate, and, except as provided in (e) above, no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for transfer, exchange, or replacement. No additional orders or resolutions need be passed or adopted by the Board or any other body or person so as to accomplish the foregoing transfer, exchange, or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be in typed or printed form as determined by the System Representative. Pursuant to Subchapter D of Chapter 1201, Texas Government Code and particularly Section 1201.063, thereof, the duty of transfer, exchange, or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which were originally issued pursuant to this Twentieth Supplement. The Board shall pay the Paying Agent/Registrar's standard or customary fees and charges, if any, for transferring, and exchanging any Bond or any portion thereof, but the one requesting any such transfer and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, exchange, or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following interest payment date, or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. To the extent possible, any new Bond issued in an exchange, replacement, or transfer of a Bond will be delivered to the registered owner or assignee of the registered owner not more than three business days after the receipt of the Bonds to be canceled and the written request as described above.

(g) ***Substitute Paying Agent/Registrar.*** The Board covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Board will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Twentieth Supplement, and that the Paying Agent/Registrar will be one entity. The Board reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Board covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Twentieth Supplement. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Board. Upon any change in the Paying Agent/Registrar, the Board promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United

States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Twentieth Supplement, and a certified copy of this Twentieth Supplement shall be delivered to each Paying Agent/Registrar.

(h) ***Book-Entry-Only System.*** The Bonds issued in exchange for the Bonds initially issued and delivered to the underwriter shall be issued in the form of a separate single fully registered Bond per Series for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (i) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Board and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Bonds. Without limiting the immediately preceding sentence, the Board and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Twentieth Supplement to the contrary but to the extent permitted by law, the Board and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Registration Books as provided in this Twentieth Supplement, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Board's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Board to make payments of principal, premium, if any, and interest pursuant to this Twentieth Supplement. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Twentieth Supplement with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the word "Cede & Co." in this Twentieth Supplement shall refer to such new nominee of DTC.

(i) ***Successor Securities Depository; Transfers Outside Book-Entry-Only System.*** In the event that the Board or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Board to DTC (as described in Section 23 of this Twentieth Supplement) or DTC determines to discontinue providing its services with respect to the Bonds, the Board shall (i) appoint a

successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Twentieth Supplement.

(j) ***Payments to Cede & Co.*** Notwithstanding any other provision of this Twentieth Supplement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Board to DTC.

(k) ***Notice of Redemption and Defeasance.*** (i) In addition to the Notice of Redemption set forth in the FORM OF BOND, the System Representative shall give notice of redemption or defeasance to the Paying Agent/Registrar at least 45 days prior to a redemption date in the case of a redemption and on the defeasance date in the case of a defeasance and the Paying Agent/Registrar shall give notice of redemption or of defeasance of Bonds by mail, first-class postage prepaid at least thirty (30) days prior to a redemption date and within thirty (30) days after a defeasance date to each registered securities depository and to any national information service that disseminates such notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the registered owners of the Bonds to be redeemed at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the registered owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

(ii) Each Notice of Redemption or Defeasance, whether required in the FORM OF BOND or in this Section, shall contain a description of the Bonds to be redeemed or defeased including the complete name of the Bonds, the dated date of the Bonds, the interest rate, the maturity date, the CUSIP numbers and amounts of each maturity called for redemption, the mailing date for the notice, the date of redemption or defeasance, the redemption price, if any, the name of the Paying Agent/Registrar and the address at which the Bonds may be redeemed or paid, along with any other applicable contact information of the Paying Agent/Registrar.

(iii) All redemption payments made by the Paying Agent/Registrar to the registered owners of the Bonds shall include a CUSIP number relating to each amount paid to such registered owner.

(iv) If at the time of mailing of notice of any optional redemption in connection with a refunding of the Bonds, the Board shall not have deposited with the Paying Agent/Registrar or an eligible financial institution moneys sufficient to redeem all of the Bonds called for redemption, such notice may state that it is conditional in that it is subject to the

deposit of the proceeds of refunding bonds with the Paying Agent/Registrar or an eligible financial institution not later than the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Section 6. FORM OF BOND. The form of the Bonds, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, with respect to the Bonds initially issued and delivered pursuant to this Twentieth Supplement, shall be, respectively, substantially as set forth in Exhibit "B", with such appropriate variations, omissions, or insertions as are permitted or required by this Twentieth Supplement and any Award Certificate including specifically information relating to payment dates, the date of the Bonds, redemption provisions and the information to be included in the purpose clause.

Section 7. ESTABLISHMENT OF FINANCING SYSTEM AND ISSUANCE OF PARITY DEBT. By adoption of the Master Resolution, the Board has established the Texas State University System Revenue Financing System for the purpose of providing a financing structure for revenue supported indebtedness of components of the Texas State University System which are from time to time included as Members of the Financing System. The Master Resolution is intended to establish a master plan under which revenue supported debt of the Financing System can be incurred. This Twentieth Supplement provides for the authorization, issuance, sale, delivery, form, characteristics, provisions of payment and redemption, and security of the Bonds as Parity Debt. The Master Resolution is incorporated herein by reference and as such made a part hereof for all purposes, except to the extent modified and supplemented hereby, and the Bonds are hereby declared to be Parity Debt under the Master Resolution. As required by Section 5(a) of the Master Resolution, the Board hereby determines that upon the issuance of the Bonds it will have sufficient funds to meet the financial obligations of the Texas State University System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System and that the Members on whose behalf the Bonds are to be issued possess the financial capacity to satisfy their Direct Obligations after taking the Bonds into account.

Section 8. SECURITY, PAYMENTS AND PERFECTION. The Bonds are special obligations of the Board payable from and secured solely by the Pledged Revenues pursuant to the Master Resolution and this Twentieth Supplement. The Pledged Revenues are hereby pledged, subject to the liens securing the Prior Encumbered Obligations, to the payment of the principal of, premium, if any, and interest on the Bonds as the same shall become due and payable. The Board agrees to pay the principal of, premium, if any, and the interest on the Bonds when due, whether by reason of maturity or redemption.

Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the Board under this Section of this Twentieth Supplement, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of Pledged Revenues granted by the Board under this Section of this Twentieth Supplement is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the Board

agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 9. PAYMENTS. (a) Immediately after the delivery of the Bonds, the Board shall deposit any accrued interest received from the sale and delivery of the Bonds to the credit of a special account to be held to pay interest on such Bonds on the first interest payment date.

(b) Semiannually on or before each principal or interest payment date while any of the Bonds are outstanding and unpaid, commencing on the first interest payment date for the Bonds as provided therein, the Board shall make available to the Paying Agent/Registrar, money sufficient to pay such interest on and such principal of the Bonds as will accrue or mature, or be subject to mandatory redemption prior to maturity, on such principal, redemption, or interest payment date. The Paying Agent/Registrar shall cancel all paid Bonds and shall furnish the Board with an appropriate certificate of cancellation.

Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) *Replacement Bonds.* In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same Series, principal amount, maturity, and interest rate, and in the same form, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) *Application for Replacement Bonds.* Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant for a replacement bond shall furnish to the Board and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the applicant shall furnish to the Board and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) *Payment in Lieu of Replacement.* Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Board may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Bonds.* Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the owner of such Bond with all legal, printing, and other expenses in connection therewith including any security or indemnity as may be required by the Board. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Board whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Twentieth

Supplement equally and proportionately with any and all other Bonds duly issued under this Twentieth Supplement.

(e) ***Authority for Issuing Replacement Bonds.*** In accordance with Subchapter D of Chapter 1201, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without the necessity of further action by the Board or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(f) of this Twentieth Supplement for Bonds issued in exchange and replacement for other Bonds.

Section 11. AMENDMENT OF SUPPLEMENT. (a) ***Amendments Without Consent.*** This Twentieth Supplement and the rights and obligations of the Board and of the owners of the Bonds may be modified or amended at any time without notice to or the consent of any owner of the Bonds or any other Parity Debt, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the Board contained in this Twentieth Supplement, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the Board in this Twentieth Supplement;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Twentieth Supplement, upon receipt by the Board of an Opinion of Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Twentieth Supplement;

(iii) To supplement the security for the Bonds, replace or provide additional credit facilities, or change the form of the Bonds or make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate the Bonds, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds;

(v) To make such changes, modifications or amendments as are permitted by Section 18 (c) (v) of this Twentieth Supplement; or

(vi) To make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds.

(b) ***Amendments With Consent.*** Subject to the other provisions of this Twentieth Supplement, the owners of Outstanding Bonds aggregating 51% in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than

amendments described in Subsection (a) of this Section, to this Twentieth Supplement which may be deemed necessary or desirable by the Board; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the Outstanding Bonds, the amendment of the terms and conditions in this Twentieth Supplement or in the Bonds so as to:

- (1) Make any change in the maturity of the Outstanding Bonds;
- (2) Reduce the rate of interest borne by the Outstanding Bonds;
- (3) Reduce the amount of the principal payable on the Outstanding Bonds;
- (4) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;
- (5) Affect the rights of the owners of less than all Bonds then Outstanding; or
- (6) Change the minimum percentage of the Outstanding Principal Amount of Bonds necessary for consent to such amendment.

(c) **Notice.** (i) If at any time the Board shall desire to amend this Twentieth Supplement other than pursuant to (a) above, the Board shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in The City of New York, New York once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Registrar for inspection by all owners of Bonds. Such publication is not required, however, if the Board gives or causes to be given such notice in writing to each owner of Bonds.

(ii) Copies of any modification or amendment to the Master Resolution or this Twentieth Supplement shall be sent to Standard & Poor's Ratings Services and Moody's Investors Service, Inc. at least 10 days prior to the effective date thereof.

(d) **Receipt of Consents.** Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice of the proposed amendment the Board shall receive an instrument or instruments executed by all of the owners or the owners of at least 51% in Outstanding Principal Amount of Bonds, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory resolution in substantially the same form.

(e) **Effect of Amendments.** Upon the adoption by the Board of any resolution to amend this Twentieth Supplement pursuant to the provisions of this Section, this Twentieth Supplement shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the Board and all the owners of then Outstanding Bonds and all

future Bonds shall thereafter be determined, exercised, and enforced under the resolution and this Twentieth Supplement, as amended.

(f) **Consent Irrevocable.** Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Registrar and the Board, but such revocation shall not be effective if the owners of 51% in Outstanding Principal Amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(g) **Ownership.** For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the Registration Books kept by the Registrar therefor. The Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Registrar.

(h) **Insurer Consent.** Notwithstanding the foregoing provisions of this Section, so long as any Insurer is not in default under its policy, no amendment or supplement to the Master Resolution or this Twentieth Supplement may become effective except upon obtaining the prior written consent of any such Insurer, other than a supplement for the issuance of additional debt in accordance with the Master Resolution for which no prior written consent of the Insurer is necessary.

Section 12. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS. (a) **Covenants.** The Board covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "IRS Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Board covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the IRS Code or, if more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Board, with respect to such private business use, do not, under the terms of this Twentieth Supplement or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the IRS Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited into a

reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the IRS Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the IRS Code;

(4) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the IRS Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the IRS Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the IRS Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with:

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Tax-Exempt Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the IRS Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the IRS Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the IRS Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the IRS Code.

(b) ***Rebate Fund.*** With respect to the Tax-Exempt Bonds, in order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Board for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the IRS Code.

(c) ***Proceeds.*** With respect to the Tax-Exempt Bonds, the Board understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the Board that the covenants contained herein are intended to assure compliance with the IRS Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the IRS Code, as applicable to the Tax-Exempt Bonds, the Board will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the IRS Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the Board agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the IRS Code. In furtherance of such intention, the Board hereby authorizes and directs the System Representative to execute any documents, certificates or reports required by the IRS Code and to make such elections, on behalf of the Board, which may be permitted by the IRS Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds.

(d) ***Allocation Of, and Limitation On, Expenditures for the Project.*** If the Bonds are issued as Tax-Exempt Bonds, the Board covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 2 of this Twentieth Supplement (the "Project") on its books and records in accordance with the requirements of the IRS Code. The Board recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Board recognizes that in order for proceeds to be expended under the IRS Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Tax-Exempt Bonds, or (2) the date the Tax-Exempt Bonds are retired. The Board agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of this subsection, the Board shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) ***Disposition of Project.*** If the Bonds are issued as Tax-Exempt Bonds, the Board covenants that the property constituting the Project or the projects financed by any Refunded Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Board of cash or other compensation, unless the Board obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the Board shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 13. TWENTIETH SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Twentieth Supplement shall be deemed to be and shall constitute a contract between the Board and the Holders from time to time of the Bonds and the pledge made in this Twentieth Supplement by the Board and the covenants and agreements set forth in this Twentieth Supplement to be performed by the Board shall be for the equal and proportionate benefit, security, and protection of all Holders, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Twentieth Supplement.

Section 14. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

Section 15. PAYMENT AND PERFORMANCE ON BUSINESS DAYS. Except as provided to the contrary in the FORM OF BOND, whenever under the terms of this Twentieth Supplement or the Bonds, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Bonds, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Bonds, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 16. LIMITATION OF BENEFITS WITH RESPECT TO THE TWENTIETH SUPPLEMENT. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Twentieth Supplement or the Bonds is intended or should be construed to confer upon or give to any person other than the Board, the Holders, and the Paying Agent/Registrar, any legal or

equitable right, remedy, or claim under or by reason of or in respect to this Twentieth Supplement or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Twentieth Supplement and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Board, the Holders, and the Paying Agent/Registrar as herein and therein provided.

Section 17. CUSTODY, APPROVAL, BOND COUNSEL'S OPINION, CUSIP NUMBERS, PREAMBLE AND INSURANCE. The System Representative is hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and approval by the Attorney General of the State of Texas. The System Representative is hereby authorized, to the extent deemed necessary or advisable thereby, in the discretion thereof, to request that the Attorney General approve the Bonds as permitted by Chapter 1202, Texas Government Code, in which case the System Representative also is authorized to request the Comptroller of Public Accounts register the Bonds, and to cause an appropriate legend reflecting such approval and registration to appear on the Bonds and the substitute Bonds. The approving legal opinion of the Board's Bond Counsel and the assigned CUSIP numbers may, at the option of the Board, be printed on the Bonds and on any Bonds issued and delivered in exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. The preamble to this Twentieth Supplement is hereby adopted and made a part of this Twentieth Supplement for all purposes. If insurance is obtained on any of the Bonds, the Bonds shall bear, as appropriate and applicable, a legend concerning insurance as provided by the municipal bond insurance company issuing any such insurance.

Section 18. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. To the extent that such financial information and operating data is reasonably obtainable under generally acceptable accounting principles applicable to the Board, as modified by the laws of the State of Texas and the rules and regulations of the Comptroller of Public Accounts of the State of Texas, the Board shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each Fiscal Year, financial information and operating data with respect to Board, as determined by the System Representative at the time the Bonds are sold. The Award Certificate shall specify the financial information and operating data to be provided pursuant to this Section. In the event that financial information and operating data of such general type is not reasonably available, financial information and operating data will be provided as prescribed by the applicable accounting principles and the governing laws, rules, and regulations applicable to the Board. The undertaking of the Board contained in the preceding sentence may be modified by the System Representative in the Award Certificate upon advice of counsel. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit C hereto, as may be modified in the Award Certificate, and (2) audited, if the Board commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided within the required period, then the Board shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB, in an electronic format as prescribed by the MSRB, and shall file audited financial statements when and if audited financial statements become available. If audited financial statements are not prepared for any Fiscal Year and audited financial

statements are prepared with respect to the State of Texas for such Fiscal Year, the Board shall provide, or cause to be provided, the audited financial statements of the State of Texas for the applicable Fiscal Year to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of said Fiscal Year or as soon thereafter as such audited financial statements become available from the State Auditor of the State of Texas. Any such audited financial statements of the State of Texas so provided shall be prepared in accordance with generally accepted accounting principles for state governments, as such principles may be changed from time to time to comply with state law.

If the Board changes the Fiscal Year, the Board will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the Board otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this subsection may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this subsection shall be accompanied by identifying information as prescribed by the MSRB.

(b) Certain Event Notices. The Board shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701BTEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws;
- I. Defeasances;

J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;

K. Rating changes;

L. Bankruptcy, insolvency, receivership or similar event of the Board;

M. The consummation of a merger, consolidation, or acquisition involving the Board or the sale of all or substantially all of the assets of the Board, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and

N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The Board shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Board to provide financial information or operating data in accordance with this subsection by the time required. All documents provided to the MSRB pursuant to this subsection shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The Board shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Board remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Board in any event will give the notice required by this Twentieth Supplement of any Bond calls and defeasance that cause the Bonds to be no longer outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Board undertakes to provide only the financial information, operating data, financial statements, and notices that it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Board's financial results, condition, or prospects relating to the Financing System or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Board does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE BOARD BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE BOARD, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON

ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the Board in observing or performing its obligations under this Section shall constitute a breach of or default under this Twentieth Supplement for purposes of any other provision of this Twentieth Supplement.

Should the Rule be amended to obligate the Board to make filings with or provide notices to entities other than the MSRB, the Board hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Board under federal and state securities laws.

The provisions of this Section may be amended by the Board from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Board, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Twentieth Supplement that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the Board (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. If the Board so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Board may also amend or repeal the provisions of this continuing disclosure requirement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds.

Section 19. APPLICATION OF BOND PROCEEDS. (a) Proceeds from the sale of each Series of the Bonds shall, promptly upon receipt thereof, be applied by the System Representative as follows:

- (i) accrued interest, if any, for each Series of the Bonds shall be deposited as provided in Section 9;
- (ii) an amount sufficient to accomplish the purposes of Section 2 shall be so applied; and
- (iii) any proceeds from the sale of each Series of the Bonds remaining after the deposits provided for in clauses (i) and (ii) above, shall be applied to pay expenses arising in connection with the issuance of the Bonds.

Any sale proceeds of each Series of the Bonds remaining after making all deposits and payments provided for above shall be applied to the payment of interest on the Bonds.

(b) Additional projects may be added to the list of projects included in the Award Certificate pursuant to Section 3(b) and the amount of the proceeds of a Series of Bonds allocated to each project may be reallocated to other projects in the list, and therefore be financed or refinanced with the proceeds of the Bonds upon satisfaction of the following conditions:

(i) the project has received the required approval or review of the Higher Education Coordinating Board to the extent and as required by the provisions of Chapter 61 of the Texas Education Code, including Section 61.058 thereof;

(ii) the Board shall have approved the construction of the project and made the findings required by Section 5 of the Master Resolution relating to the issuance of Parity Debt to finance the cost of the project;

(iii) the Board shall have received an opinion of nationally-recognized bond counsel with respect to the Revenue Financing System, to the effect that the amendment of the exhibit, or the financing or refinancing of the project, and the expenditure of the proceeds of the Bonds to pay the cost of project will not adversely affect the treatment of interest on the Bonds for federal income tax purposes; and

(iv) the System Representative shall execute and deliver a certificate to the Board certifying (a) that the requirements of subsection (b)(i), (ii), and (iii) of this Section have been satisfied and having attached to such certificate copies of the documents referred to in those subsections and (b) that, to the extent that the list of projects set forth in the Award Certificate or the allocation of proceeds set forth in the Award Certificate to finance or refinance improvements and facilities pursuant to Section 55.17 Authorization have been changed, the Board is in compliance with the requirements and limitations of such applicable Sections of the Education Code. A copy of the certificate shall be filed in the minutes of the Board with the Award Certificate.

Section 20. ADDITIONAL DEFEASANCE PROVISIONS. (a) In addition to the defeasance provisions set forth in Section 12 of the Master Resolution, it is hereby provided that, to the extent that the Bonds are treated as Defeased Debt for purposes of Section 12 of the Master Resolution, any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in Section 12(a)(i) or (ii) of the Master Resolution shall not be irrevocable, provided that the Board: (1) in the proceedings providing for such defeasance, expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any defeasance notices that it authorizes; and (4) at or prior to the time of the redemption, satisfies the conditions of subsection (a) of Section 12 of the Master Resolution with respect to such Defeased Bonds as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Bonds.

(b) Notwithstanding the provisions of Section 12(c) of the Master Resolution, in connection with the defeasance of the Bonds pursuant to Section 12 of the Master Resolution, the term "Government Obligations" shall mean (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law in existence at the time of such defeasance that may be used to defease obligations such as the Bonds.

(c) Notwithstanding the provisions of Section 12 of the Master Resolution, the Board may provide for the irrevocable deposit contemplated by Section 12 of the Master Resolution to be made with the Paying Agent/Registrar or with any other eligible bank or trust company as then authorized by state law and thereafter the Board will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Debt, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Government Obligations.

(d) Notwithstanding the provisions of Section 12 of the Master Resolution or any of the other provisions of this Section, any Taxable Bonds issued under this Twentieth Supplement may be designated by the System Representative in the Award Certificate as not being subject to defeasance to the extent that such System Representative determines in the Award Certificate that such treatment is in the best economic interests of the Board.

Section 21. OFFICIAL STATEMENT. The System Representative is authorized and directed to provide for and oversee the preparation of a preliminary and final official statement in connection with the issuance of the Bonds, and to approve such official statement and deem it final in compliance with the Rule and to provide it to the purchasers of the Bonds in compliance with such Rule.

Section 22. FURTHER PROCEDURES. The Chair of the Board, any System Representative, and all other officers, employees, and agents of the Board, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Board all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Twentieth Supplement, the Bonds, the sale and delivery of the Bonds and fixing all details in connection therewith. The System Representative is authorized to make application to obtain all approvals necessary in connection with the issuance of each Series of the Bonds including the Texas Bond Review Board and the Texas Higher Education Coordinating

Board, if such approvals are then required by law. The System Representative is authorized to sign this Twentieth Supplement. Nothing herein shall be construed as a waiver by the Board of its own rules and regulations, policies and procedures. The Board hereby determines that (i) designating the number of this Supplemental Resolution is a ministerial act and (ii) the number of this Supplemental Resolution may be revised at the direction of the System Representative to conform the number of this Supplemental Resolution to the actual sequence of the Board's approval of this Supplemental Resolution in relation to the Board's approval of any other Supplemental Resolution(s) and the actual delivery of Parity Debt under such resolutions. In addition, the System Representative, General Counsel to the Board and Bond Counsel are hereby authorized to approve, subsequent to the date of the adoption of this Twentieth Supplement, any amendments to the above named documents, and any technical amendments to this Twentieth Supplement as may be required by any rating agency as a condition to the granting of a rating on the Bonds, as may be required by the office of the Texas Attorney General as a condition to the approval of the Bonds or as may be required to assist an underwriter of the Bonds in complying with the Rule.

Section 23. DTC LETTER OF REPRESENTATION. The Board heretofore has executed and delivered to DTC a "Blanket Letter of Representations" with respect to the utilization by the Board of DTC's book-entry-only system and the Board intends to utilize such book-entry-only system in connection with each Series of the Bonds.

Section 24. BOND INSURANCE. In connection with the sale of the Bonds, the Board may obtain municipal bond insurance policies from a municipal bond insurer (the "Insurer") to guarantee the full and complete payment required to be made by or on behalf of the Board on some or all of the Bonds as determined by the System Representative. The System Representative is hereby authorized to sign a commitment letter with the Insurer and to pay the premium for the bond insurance policies at the time of the delivery of each Series of the Bonds out of the proceeds of sale of each Series of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Insurer and the System Representative, is hereby approved and authorized. The Award Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Twentieth Supplement.

Section 25. REFUNDING OF REFUNDED BONDS: ESCROW AGREEMENT; REDEMPTION OF REFUNDED BONDS. Concurrently with the delivery of a Series of Bonds issued to refund Refunded Bonds, the System Representative shall cause to be deposited with the Escrow Agent an amount, from the proceeds from the sale of each Series of the Bonds, sufficient, together with other legally available funds of the Board, to provide for the payment and retirement of the Refunded Bonds. In the event that it is deemed necessary, the System Representative is authorized to enter into one or more escrow agreements in the form and substance previously approved by the Board in connection with the refunding of Debt with such changes as are acceptable to the System Representative. In such event, the System Representative is authorized hereby to take such steps as may be necessary to purchase Escrowed Securities, as defined in the Escrow Agreement, on behalf of the Board, and is authorized to

create and fund the Escrow Fund contemplated by the Escrow Agreement through the use of the proceeds of each Series of the Bonds, the monies and investments held in the fund securing the Refunded Bonds and other lawfully available monies of the Board.

Subject to the execution of an Award Certificate by the System Representative, the Refunded Bonds are hereby called for redemption on the first optional redemption date following the delivery of each Series of the Bonds for which all of the notice requirements for redemption can be reasonably met, at a redemption price of par plus accrued interest, if any, to the date of redemption. The System Representative shall take such actions as are necessary to cause the required notice of such redemption to be given. The System Representative is authorized to select one or more escrow agents with respect to each Series of Bonds issued to refund the Refunded Bonds.

The System Representative is hereby additionally authorized to enter into one or more escrow agreements with an escrow agent and the Texas Tech University System in the form and substance previously utilized by the Board in connection with the refunding by the Texas Tech University System of any Parity Debt issued on behalf of Angelo State University ("ASU Parity Debt"). The System Representative is also authorized to defease any additional Parity Debt of the System with lawfully available funds of the System as necessary to ensure that the redemption of such ASU Parity Debt occurs in authorized denominations.

Section 26. PUBLIC NOTICE. It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting at which this Twentieth Supplement was adopted; that this Twentieth Supplement would be introduced and considered for adoption at said meeting; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

Section 27. REIMBURSEMENT. The Board expects to pay expenditures in connection with the purposes set forth in the Section 2 of this Twentieth Supplement prior to the issuance of the Bonds. The Board finds, considers and declares that the reimbursement of the Board for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Board and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues Bonds to accomplish the purposes set forth in Section 2 of this Twentieth Supplement. All costs to be reimbursed pursuant hereto will be capital expenditures. No Tax-Exempt Bonds will be issued by the Board in furtherance of this Twentieth Supplement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service. The foregoing notwithstanding, no Tax-Exempt Bonds will be issued pursuant to this Twentieth Supplement more than three years after the date any expenditure which is to be reimbursed is paid.

Section. 28 DEFEASANCE AND REDEMPTION OF OUTSTANDING DEBT. The Board desires to authorize the use of certain lawfully available funds of the Board, as determined by the System Representative, to defease and/or redeem, from time to time, certain outstanding Prior Encumbered Obligations and outstanding Parity Debt previously issued by the Board in

accordance with the applicable defeasance and redemption provisions in the respective resolutions authorizing such debt. The System Representative is hereby authorized to determine and retire, from time to time, the various portions of such outstanding Prior Encumbered Obligations and Parity Debt which are economically advantageous for Board to retire by the defeasance and/or redemption of such debt. The System Representative is authorized to enter into one or more Escrow Agreements in substantially the standard form previously approved by the Board to accomplish such defeasances. In the event of such a defeasance, the System Representative is authorized hereby to take such steps as may be necessary to purchase the escrowed securities identified in such Escrow Agreements on behalf of the Board and is authorized to create and fund the escrow funds contemplated by the Escrow Agreements through the use of the lawfully available funds of the Board. The System Representative is authorized to call for redemption such Prior Encumbered Obligations and Parity Debt to be redeemed pursuant to this section and is hereby authorized to provide and complete an appropriate Notice of Redemption to the paying agent(s) for such Prior Encumbered Obligations and Parity Debt upon the deposit with the Escrow Agent of such available funds and compliance with the conditions set forth in the Escrow Agreements.

Except as provided in the following sentence, the Board hereby (i) expressly reserves the right to call for redemption any Prior Encumbered Obligations and Parity Debt defeased pursuant to this section in accordance with the applicable redemption provisions contained in the resolution authorizing such debt, (ii) requires that the System Representative give notice of the reservation of such right to the owners of such debt immediately following the making of the firm banking and financial arrangements for such defeasance and (iii) directs that notice of such reservation also be included in any Notice of Redemption authorized pursuant to this section. Notwithstanding the foregoing sentence, the System Representative, upon determining that doing so is in the best interest of the Board, may elect on behalf of the Board not to retain the right to call such Prior Encumbered Obligations and Parity Debt for redemption by choosing not to give the notices required in (ii) and (iii) of the foregoing sentence.

Section 29. PAYMENT OF ATTORNEY GENERAL FEE. The Board hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each Series of the Bonds or (ii) \$9,500 per Series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The System Representative is hereby instructed to take the necessary measures to make this payment. The Board is also authorized to reimburse the appropriate funds for such payment from proceeds of the Bonds.

Section 30. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Twentieth Supplement or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Board or any officer, agent, employee or representative of the Board in his individual capacity, and neither the directors, officers, agents, employees or representatives of the Board nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any

assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 31. REPEAL OF CONFLICTING RESOLUTIONS. All resolutions and all parts of any resolutions that are in conflict or are inconsistent with this Twentieth Supplement are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

The System has caused this Twentieth Supplement to be executed by a System Representative and its official seal to be impressed hereon.

TEXAS STATE UNIVERSITY SYSTEM

By: _____
System Representative

EXHIBIT A DEFINITIONS

As used in this Twentieth Supplement the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

The term "*Authorized Denomination*" shall mean an Authorized Denomination as defined in Section 3 of this Twentieth Supplement.

The term "*Award Certificate*" shall mean each Certificate executed by the System Representative in connection with each Series of Bonds that establishes the terms of the series of Bonds issued pursuant to Section 3 of this Twentieth Supplement.

The term "*Bonds*" shall mean one or more Series of the Bonds designated in Section 2 of this Twentieth Supplement, and all substitute bonds exchanged therefor, and all other substitute and replacement bonds issued pursuant to this Twentieth Supplement; and the term "Bond" means any of the Bonds.

The term "*Business Day*" shall mean any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in The City of New York, New York or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

The term "*Chancellor*" shall mean the Chancellor of the Texas State University System.

The term "*Designated Trust Office*" shall have the meaning ascribed to said term in Section 5(b) of this Twentieth Supplement.

The term "*DTC*" shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

The term "*DTC Participant*" shall mean securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term "*Insurance Policy*" shall mean the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on a particular Series of the Bonds when due.

The term "*Insurer*" shall mean the company insuring a particular Series of the Bonds, or any successor thereto or assignee thereof as set forth in the Award Certificate.

The term "*IRS Code*" shall mean the Internal Revenue Code of 1986, as amended.

The term "*Master Resolution*" shall mean the "Master Resolution Establishing The Texas State University System Revenue Financing System," adopted by the Board on August 12, 1998

as amended by the "Resolution Amending the Master Resolution Establishing The Texas State University System Revenue Financing System" adopted by the Board on June 19, 2008.

The term "*Maturity*" shall mean the date on which the principal of a Bond becomes due and payable as therein and herein provided, whether at Stated Maturity, by redemption or otherwise.

The term "*MSRB*" shall mean the Municipal Securities Rulemaking Board.

The terms "*Paying Agent/Registrar*," "*Paying Agent*" or "*Registrar*" shall mean the agent appointed pursuant to Section 5 of this Twentieth Supplement, or any successor to such agent.

The term "*Potential Refunded Bonds*" means outstanding Parity Debt previously issued by the Board.

The term "*Refunded Bonds*" means the Potential Refunded Bonds refunded by each Series of the Bonds.

The term "*Record Date*" shall mean, with respect to each Series of the Bonds, the business day of each month as set forth in the Award Certificate.

The term "*Registration Books*" shall mean the books or records relating to the registration, payment, and transfer or exchange of the Bonds maintained by the Paying Agent/Registrar pursuant to Section 5 of this Twentieth Supplement.

The term "*Rule*" shall mean SEC Rule 15c2-12, as amended from time to time.

The term "*SEC*" shall mean the United States Securities and Exchange Commission.

The term "*Section 55.17 Authorization*" means Sections 55.1716, 55.1724, 55.1734, 55.1744, 55.1754 of the Education Code or similar provisions hereafter enacted by the Texas Legislature.

The term "*Series*" shall mean any designated series or subseries of Bonds issued pursuant to this Twentieth Supplement.

The term "*Twentieth Supplement*" shall mean this amended and restated resolution authorizing each Series of the Bonds.

The term "*Stated Maturity*", shall mean, when used with respect to the Bonds, the scheduled maturity or mandatory sinking fund redemption date of a Series of the Bonds.

The term "*System Representative*" shall mean any one or more of the following officers or employees of the Texas State University System, to wit: the Chair of the Board, the Chancellor, the Vice Chancellor for Finance or such other officer or employees of the Texas State University System, authorized by the Board to act as a System Representative.

The term "*Taxable Bonds*" shall mean each Series of Bonds bearing interest at a taxable rate.

The term "*Tax-Exempt Bonds*" shall mean each Series of Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

All terms not herein defined shall have the meanings given to said terms by the Master Resolution or as otherwise defined in this Twentieth Supplement.

EXHIBIT B

FORM OF BOND

**UNITED STATES OF AMERICA
STATE OF TEXAS
BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM
REVENUE FINANCING SYSTEM REVENUE BOND,
SERIES 20__***

NO. R-__

**PRINCIPAL
AMOUNT
\$_____**

**INTEREST
RATE***

**MATURITY
DATE***

**[BOND DATE]
ISSUANCE DATE

CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM (the "Board"), being an agency and political subdivision of the State of Texas, hereby promises to pay to the Registered Owner, specified above, or the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount, specified above, and to pay interest thereon, calculated on the basis of a 360-day year composed of twelve 30-day months, from the [Bond Date] [Issuance Date], specified above, to the Maturity Date, specified above, or the date of redemption prior to maturity, at the interest rate per annum, specified above; with interest being payable on _____, 20__*, and semiannually on each _____* and _____* thereafter, except that if the date of authentication of this Bond is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the Board and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges, solely from funds of the Board required by the resolution authorizing the issuance of the Bonds to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office in _____, Texas (the "Designated Trust Office") of _____, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described; provided, that upon the written request of any owner of not less than \$1,000,000 in principal amount of Bonds provided to the Paying Agent/Registrar not later than the Record Date immediately preceding an interest payment date, interest due on such Bonds on such interest payment date shall be made by wire transfer to any designated account within the United States of America. In addition, interest may be paid by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner hereof. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for redemption and payment at the Designated Trust Office of the Paying Agent/Registrar. The Board covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due. Terms used herein and not otherwise defined have the meaning given in the Bond Resolution (hereinafter defined).

THIS BOND is one of a series of Bonds, dated as of _____, 201_, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$_____,^{*} issued pursuant to a Master Resolution adopted August 13, 1998 as amended on June 19, 2008 by a "Resolution Amending the Master Resolution Establishing the Texas State University System Revenue Financing System" (collectively, referred to as the "Master Resolution"), and pursuant to a Twentieth Supplement Resolution adopted on February 19, 2015 referred therein (collectively, the "Bond Resolution"), **FOR THE PURPOSE OF (i) ACQUIRING, PURCHASING, CONSTRUCTING, IMPROVING, RENOVATING, ENLARGING OR EQUIPPING THE PROPERTY, BUILDINGS, STRUCTURES,**

^{*} As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

FACILITIES, ROADS OR RELATED INFRASTRUCTURE FOR THE MEMBERS OF THE REVENUE FINANCING SYSTEM INCLUDING ANY NECESSARY CAPITALIZED INTEREST IN AN AMOUNT NOT TO EXCEED THAT AUTHORIZED BY LAW ALL AS FURTHER PROVIDED IN THE AWARD CERTIFICATE, (ii) REFUNDING ALL OR A PORTION OF THE POTENTIAL REFUNDED BONDS, AND (iii) PAYING THE COSTS OF ISSUANCE OF THE BONDS.*

ON _____, 20____*, or on any date thereafter, the Bonds of this series maturing on and after _____, 20____* may be redeemed prior to their scheduled maturities, at the option of the Board, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Board (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at par and accrued interest to the date fixed for redemption; provided, that during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Board and the securities depository.

THE BONDS maturing on _____, 20____* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Bonds Maturing _____, 20____*

Redemption Date	Principal Amount
_____, 20____	\$ _____
_____, 20____ ^H	_____ ^H

^HFinal Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Board by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the Board and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Board or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, not less than 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond or portion thereof to be redeemed at its address as it appeared on the registration books of the Paying Agent/Registrar on the 45th day prior to such redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, payable in the same manner, in any authorized denomination at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Board, all as provided in the Bond Resolution.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Board, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Board shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in The City of New York, New York, or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY AUTHORIZED DENOMINATION may be assigned and shall be transferred only in the Registration Books of the Board kept by the Paying Agent/Registrar acting in the capacity of

registrar for the Bonds, upon the terms and conditions set forth in the Bond Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond shall be executed by the registered owner or its duly authorized attorney or representative, to evidence the assignment hereof. A new Bond or Bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Bond, may be delivered by the Paying Agent/Registrar in exchange for this Bond, all in the form and manner as provided in the next paragraph hereof for the exchange of other Bonds. The Board shall pay the Paying Agent/Registrar's fees and charges, if any, for making such transfer or exchange as provided below, but the one requesting such transfer or exchange shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration or exchange of this Bond or any portion hereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. The registered owner of this Bond shall be deemed and treated by the Board and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and, to the extent permitted by law, the Board and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons in the denomination of any integral multiple of \$5,000 (an "Authorized Denomination"). As provided in the Bond Resolution, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, in the same form, and bearing interest at the same rate, in any Authorized Denomination as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering, or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Board, resigns, or otherwise ceases to act as such, the Board has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that the series of Bonds of which this Bond is one constitute Parity Debt under the Master Resolution; and that the interest on and principal of this Bond, together with the other Bonds of this series and the other outstanding Parity Debt are equally and ratably secured by and payable from a lien on and pledge of the Pledged Revenues, subject only to the provisions of, and the lien on and pledge of certain Pledged Revenues to, the Prior Encumbered Obligations.

THE BOARD has reserved the right, subject to the restrictions referred to in the Bond Resolution, (i) to issue additional Parity Debt which also may be secured by and made payable from a lien on and pledge of the aforesaid Pledged Revenues, in the same manner and to the same extent as this Bond and (ii) to amend the provisions of the Bond Resolution under the conditions provided in the Bond Resolution.

THE REGISTERED OWNER hereof shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation or from any source whatsoever other than specified in the Bond Resolution.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the Board, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between each registered owner hereof and the Board.

IN WITNESS WHEREOF, the Board has caused this Bond to be signed with the manual or facsimile signature of the Chairman of the Board and countersigned with the manual or facsimile signature of the Secretary of the Board, and has caused the official seal of the Board to be duly impressed, or placed in facsimile, on this Bond.

Chairman, Board of Regents

Chancellor, Secretary of the Board

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE:

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described in this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which

originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Paying Agent/Registrar

Dated

Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating

NOTICE: The signature above must correspond with the name of the registered

in a securities transfer association recognized
signature guarantee program.

owner as it appears upon the front of this
Bond in every particular, without alteration or
enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS TO ACCOMPANY
THE INITIAL BOND:**

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL BOND

The initial Bond shall be in the form set forth in this Exhibit, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED ABOVE, the Board of Regents of the Texas State University System (the "Board"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____^{*} in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

^{*}As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate

Principal	Maturity	Interest	Initial
<u>Amount</u>	<u>()</u>	<u>Rate</u>	<u>Yield</u>

(Information from the Award Certificate of the System Representative to be inserted)

The Board promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, 20__* at the respective Interest Rate per annum specified above. Interest is payable on _____, 20__* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1"

shall be used in the executed Bonds.

*As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

EXHIBIT C

DESCRIPTION OF ACCOUNTING PRINCIPLES

The financial statements of the Texas State University System will be prepared in accordance with the Texas Comptroller of Public Accounts' Annual Financial Reporting Requirements, and follow to the extent practical, the AICPA Industry Audit Guide Audits of Colleges and Universities, 1973,as amended by AICPA Statement of Position (SOP) 74-8, Financial Accounting and Reporting by Colleges and Universities, or such other accounting principles as the Board may be required to employ from time to time pursuant to state law or regulation.

TSUS: Delegation of Authority to Chancellor to Bind Systemwide Coverage for Property, Government Crime, Automobile Collision and Liability, and Directors', Officers' and Employment Practices Liability Insurance

Upon motion of Regent _____, seconded by Regent _____, it is ordered that the Chancellor be hereby granted authority to:

Bind systemwide coverage for property, government crime, automobile collision and liability, and directors', officers', and employment practices liability insurance for the 2015-2016 policy year. The indicated policies are scheduled to renew as follows:

- Property – April 30, 2015
- Government Crime – July 1, 2015
- Automobile Collision and Liability – September 1, 2015
- Directors', Officers' and Employment Practices Liability – September 1, 2015

Explanation

Delegating this authority to the Chancellor will maintain the efficiency of policy renewals and provide staff maximum opportunity to review coverage options prior to renewal. The current-year annual premiums for these policies are:

- Property - \$3,569,141
- Government Crime - \$39,733
- Automobile Collision and Liability – \$253,775
- Directors', Officers' and Employment Practices Liability - \$102,375

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

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

- a. The following Investment Policy of the Texas State University System dated February 2015 be approved:
 - 1. Texas State University System Operating Funds Investment Policy
- b. and the accompanying Resolution to Acknowledge Review of Investment Policies be adopted.

Explanation

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

Investment policies for Endowment Funds and Operating Funds were approved at the November 2014 Regents' meeting. However, phasing in the implementation of the prudent-person investment standard with regard to Operating Funds investment policy required several changes in policy language. The November 2014 (including markups) and February 2015 versions of the Operating Funds Investment Policy are both provided for reference. The February 2015 Operating Funds Investment Policy will replace the November 2014 version upon Regent approval.

BOARD OF REGENTS
of
THE TEXAS STATE UNIVERSITY SYSTEM

Austin, Texas

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

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

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

NOW THEREFORE BE IT RESOLVED that the Texas State University System Board of Regents, by issuance of this Resolution, hereby approves the following investment policy and strategies of the Texas State University System and its components as presented February 19, 2015;

1. Texas State University System Operating Funds Investment Policy

and

BE IT FURTHER RESOLVED that a copy of this resolution be incorporated within the minutes of the February 19-20, 2015 meeting of the Board.

Attest:

Dr. Jaime R. Garza, Chairman

Brian McCall, Secretary

TEXAS STATE UNIVERSITY SYSTEM



Operating Funds Investment Policy February 2015

Texas State University System Operating Funds Investment Policy

I. DEFINITIONS

Texas State University System ("TSUS") refers to System Administration, Lamar University, Sam Houston State University, Sul Ross State University, Texas State University, Lamar Institute of Technology, Lamar State College-Orange, Lamar State College- Port Arthur, and Sul Ross State University Rio Grande College.

II. POLICY AND OBJECTIVES

It is the policy of TSUS to invest operating funds in compliance with the "Prudent Person Standard" as defined by Texas Education Code §51.003(d) and described in Article VII, Section 11b of the Texas Constitution. The Operating Funds Investment Policy ("Policy") of TSUS is designed to fulfill the following objectives:

- provide security of invested principal;
- provide liquidity for operating requirements which may be reasonably anticipated;
- manage interest-rate and market risk;
- maximize total return within established risk constraints; and
- provide for diversification of investment assets.

To meet these objectives, TSUS will base investment decisions on long-term, intermediate-term, and short-term needs dictated by cash flow analyses of present and anticipated future financial requirements.

This Policy applies to the following operating funds held by TSUS:

- Current Funds (Unrestricted and Restricted);
- Loan Funds;
- Bond Funds;
- Plant Funds;
- Board-Designated Reserves held as Quasi-Endowment Funds (the principal of which may be utilized at the discretion of the Board of Regents); and
- Agency Funds applicable to the ongoing operations of TSUS.

These funds may be held in investments authorized by this Policy (based on liquidity needs or bond covenants) or in authorized depositories as required for day-to-day operations within any fund group. Funds held in banking institutions are also covered by the TSUS *Depository Funds Policy*. The *Operating Funds Investment Policy* is not applicable to private funds, including but not limited to Endowment Funds or Foundation Funds.

This Policy does not apply to investments donated to TSUS for a particular purpose or donated according to terms specified by a donor if those donated investments are outside the authorized within the Policy.

This Policy shall be reviewed and updated annually and presented to the Board for adoption by resolution. Copies of the Policy will be forwarded on an annual basis by each component investment officer to any entity (except TexPool) with which the component conducts investment transactions. Such entities will be required to acknowledge in writing receipt of the Policy and to

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

Operating funds covered under this Policy are classified as:

Short-Term Funds: Funds needed to meet daily or short-term operating requirements, usually held in an approved local government investment pool. These are funds meant to be used within the year and are typically invested in investments with maturities not to exceed twelve (12) months.

Long-Term Funds: Funds that have not been needed in the past, and are not anticipated to be needed for a minimum of 12 months or more. They are typically invested in investments with maturities of more than twelve (12) months and less than seven (7) years.

Bond Proceed Funds: Bond proceeds and reserves may be invested in a manner consistent with the requirements and restrictions stated in the applicable Bond Covenants, but typically not longer than three years.

III. DELEGATION OF AUTHORITY AND RESPONSIBILITY

Board of Regents

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

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

Investment Officers

The Chief Financial Officer (CFO) for System Administration and the CFO for each component are designated as Investment Officers for their respective entities by the Board. Additional Investment Officers may be designated by the Chancellor or President of the component.

Investment Officers are responsible for investment management decisions and activities and all transactions undertaken, including the hiring/firing of Investment Manager(s) recommended by the Investment Consultants, and Banking Relationships. No officer or designee may engage in an investment transaction except as provided under terms of this Policy. No Investment Officer or employee of TSUS may accept anything of value from counter-parties or others in connection with investment transactions.

Each Investment Officer must attend five or more hours of investment training within six months

of assuming the position and not less than once each state fiscal biennium. The Board acknowledges investment act training alternatives as designated by the Texas Higher Education Coordinating Board or the Texas Society of Certified Public Accountants (Texas CPA investment training continuing education units) as acceptable sources of investment training.

The Investment Officer of each component shall prepare a report on compliance with the training requirements and deliver the report to the Vice Chancellor for Finance by January 5th of every-even numbered year. The Vice Chancellor for Finance will provide to the Board a summary report on compliance with the training requirements as well as a report of any legislative changes affecting TSUS investment activities not later than the 180th day after the last day of each regular session of the legislature.

Investment Officer Disclosures

The following reporting requirements apply:

1. An Investment Officer related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to TSUS shall file a statement disclosing that relationship;
2. An Investment Officer having a business relationship of any nature with an individual seeking to sell an investment to TSUS shall file a statement disclosing that relationship;
3. The disclosure shall be filed with the Board and the component President or with the Chancellor if the applicable Investment Officer is the CFO for System Administration.

Investment Consultant

System Administration and the components may contract with an Investment Consultant registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) to provide for investment oversight of the operating funds. The initial contract may not be for a term exceeding six years and renewals or extensions of the contract must be made by order or resolution of the Board. The Investment Consultant must acknowledge in writing that they are a fiduciary to the fund(s).

The Investment Consultant must certify to the receipt and review of this Policy and that it will act in accordance with the Policy; and it will provide the most recent copy of its Form ADV and ADV brochure as filed with the Securities and Exchange Commission to the CFO(s) for the component(s) that it advises.

The Investment Consultant's responsibilities are to the System Administration and the components it advises. Additionally, the Investment Consultant will:

- Assist in the development and implementation of investment policies, objectives, and guidelines to submit to the Board for approval each November.
- Review Investment Managers, including search, selection, and recommendation to the Investment Officer.
- Prepare and present performance evaluation reports in accordance to established investment standards.
- Review contracts and fees for both current and proposed Investment Managers.
- Communicate investment policies and objectives to managers, monitor those strategies, and notify the Investment Officers of any significant changes in portfolio managers, litigation, or violation of securities regulations.

Investment Manager(s)

System Administration and the components may contract with an Investment Manager(s) registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq. A contract made under authority of this subsection may not be for a term longer than two years. A renewal or extension of the contract must be made by the governing body of the investing entity by order or resolution.

The Investment Manager(s) must certify to the receipt and review of this Policy; it will act in accordance with the Policy; and it will provide a copy of its most current Form ADV and ADV brochure as filed with the Securities and Exchange Commission to the CFO(s) for the component(s) that it advises.

All Investment Managers have a fiduciary responsibility to make a good faith determination that commissions paid to a broker are reasonable and competitive. All Investment Managers shall treat the accounts they manage as discretionary accounts and have authority to act for Investment Officers. The Investment Managers have the authority to make investment decisions for the purpose of placing orders to effect any purchase, sale, exchange, liquidation or other investment of the assets in the accounts, within their asset class, and according to this Policy, without obtaining prior approval.

TSUS requests that all orders for transactions of account assets be placed in such markets and through such brokers as shall offer the most favorable price, execution and commission cost of each order (best execution). All such orders must also be in compliance with this investment policy.

TSUS acknowledges that Investment Managers may from time to time and in accordance with applicable law pay commissions to brokers that are higher than those that might be obtainable elsewhere in order to obtain research and other services provided by such brokers in the expectation to enhance the long-term value of the account. The Investment Officers shall try to negotiate the contract without the use of these soft dollar arrangements. In the event that the soft dollar arrangements remain as part of the contract, the Investment Manager(s) will report to the Investment Consultant and the Investment Officers at least annually, the Investment Managers' soft dollar practices and any soft dollar purchases. In addition, Investment Managers must demonstrate how the soft dollars were used solely for the benefit of the account which generated the soft dollars.

The use of soft dollars by an Investment Manager in the portfolio must be disclosed under the investment disclosure requirements section on the component's webpage.

Investment Custodians

The Investment Custodians are responsible for the safekeeping of the Operating Fund's assets. Their responsibilities are to:

- Provide timely and accurate reports detailing investment holdings, including:
 - statement of all securities and other assets held,
 - statement of all receipts, sales, redemptions, and principal payments,
 - statement of all distributions, expenses paid, purchases, and
 - statement of all income, and
 - establishing and maintaining separate accounts for each Investment Manager.
- Provide all normal custodian functions, including but not limited to:

- security safekeeping,
- collection of income,
- settlement of trades,
- collection of proceeds of maturing securities, and
- daily investment of available cash.

IV. STANDARD OF CARE

The “Prudent Person standard” shall be the standard used in all investment functions and shall be applied in the context of individual transactions as well as management of the overall portfolio. Accordingly, all investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, emphasizing the probable safety of their capital as well as the expected income to be derived.

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

V. INSTITUTIONAL INVESTMENT PROCEDURES

The Investment Officer(s) of each component shall establish written procedures supporting this Policy and promoting internal control. The procedures shall be directed towards preventing loss of funds due to fraud, employee error, misrepresentation, or imprudent actions.

The Investment Officers of the components shall establish and maintain (a) written administrative procedures and guidelines in support of this Policy for their respective component, (b) distribution formulae/procedures for the funds, and (c) internal controls in support of this Policy.

All components shall incorporate the following specific controls, as further defined by this Policy, into their operating procedures.

- all securities will be settled delivery versus payment (DVP) into the component's depository or custodian bank,
- no securities will be safe-kept with a broker/dealer,
- operating funds cash flow will be reviewed at a high level at least annually to determine investment strategy impact and projections,
- every transaction will be documented for accounting information, and security description,
- all transaction documentation will be completed within five business days of receipt,
- an investment ledger will be maintained for reconciliation with the general ledger, bank reports, and trade confirmations on a monthly basis, at a minimum,
- a monthly reconciliation of transactions and income will be made,
- a review of the portfolio will be made by all Investment Officers at least quarterly,
- designated levels of signatory approval will be set,
- investment reporting will be completed monthly, and
- all transactions will have dual control and/or oversight and separation of responsibilities.

VI. INVESTMENT STRATEGIES AND OBJECTIVES

Operating funds may be commingled at each component for investment purposes but will address the unique characteristics and needs of each fund group and classification of funds represented in the portfolio. Operating funds are constricted by expenditure plans and can serve a fiscal year or multiple year purposes.

The investment strategy for current operating, loan, plant, quasi-endowment, and agency funds has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity provided. The secondary objective is to create a portfolio structure which will experience minimal volatility while generating income.

Operating funds are normally invested as follows:

Short-Term Funds

These are funds needed to meet daily or short-term operating requirements. These funds are meant to be used within the year and are typically invested in investments with maturities of less than twelve (12) months.

Long-Term Funds

Funds that are not anticipated to be needed for a minimum of 12 months or more. They are typically invested in investments with maturities of more than twelve (12) months and less than seven (7) years.

- A. The investment strategy for debt service funds shall have as its primary objective the assurance of available funds adequate to fund the debt service obligations on a timely basis. Two consecutive principal and interest payments must be held liquid at all times. The investment strategy for reserve funds shall have as its primary objective the ability to generate a revenue stream from high quality securities with a low degree of volatility. The potential for loss shall be further controlled through the purchase of securities within the specified maturity range dependent on use. Bond proceeds and reserves may be invested in a manner consistent with the requirements and restrictions stated in the applicable Bond Covenants.
- B. The investment strategy for capital projects or capital project funds will have as its primary objective assurance that anticipated cash flows are matched and provide adequate investment liquidity. At least 10% total liquidity is planned to provide flexibility and for unanticipated project outlays. The stated final maturity dates of securities held shall be based on the project completion date, but typically may not exceed three years.

The intention is to match investments with projected cash flow and liquidity needs. TSUS may pursue an active versus a passive portfolio management strategy. That is, securities may be sold before they mature if market conditions present an opportunity for a net positive horizon fiscal benefit from the trade, or to manage a market downturn.

The Investment Officer and/or Investment Consultant will continuously monitor the contents of the portfolio, the available markets, and the relative value of all authorized, competing instruments to adjust the portfolio in response to market conditions.

VII. AUTHORIZED INVESTMENTS

A. SHORT-TERM AND LONG-TERM FUNDS

Refer to APPENDIX A for a list of authorized investments.

Note: Components are not required to liquidate investments that were authorized investments at time of purchase but have subsequently had a reduction of rating below the minimum. In cases where liquidation is desired, the CFO (or designee) will monitor rating changes in investments acquired with public funds and will work with the System Administration CFO (or designee) to develop prudent measures consistent with this Policy to liquidate an investment that does not meet the minimum rating requirements.

B. ADDITIONAL OPTIONS AVAILABLE FOR CERTAIN LONG-TERM OPERATING FUNDS

Up to 35% of a component's Long-Term Funds may be invested in investments listed in Appendix B. The 35% limitation shall be measured against the ending market value of the Long-Term Funds portfolio **exclusive of bond proceeds** as presented in the preceding quarter's investment report presented to the Board of Regents.

VIII. DIVERSIFICATION

Policy ratings and diversification requirements must be met at time of purchase. Changes in portfolio size or cash flow may alter these percentages during the life of the investment. If authorizations change on investments held or investments lose their minimum rating requirements, they are not required to be immediately liquidated. However, prudent measures including a review will be taken, consistent with the Investment Policy, to manage investments and decide on final disposition. Managers are required to contact the Investment Officer and/or Investment Consultant whenever a security held in the portfolio drops outside the authorized investment parameters.

The target asset allocation of the Operating Fund is expected to be diversified by asset class and style. The list of authorized investments in Appendices A & B shall be used as part of the overall asset allocation. The fixed income portfolio is expected to have duration of +/- 25% of the effective duration of the benchmark index.

Investment Officers shall diversify the portfolio(s) by asset classes, maturity, and market sector to minimize market risks and align with the liquidity needs of their institution. Liquidity should be assessed on an ongoing basis to address the diversification needs of the Component.

TSUS recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. This risk is controlled through portfolio diversification.

Diversification shall be considered within major market sectors so that various industries, maturities, markets, domestic and international factors are considered within the portfolio.

A. SHORT-TERM AND LONG-TERM FUNDS (Refer to Appendix A)

The allocation ranges for the Short-Term and Long-Term Funds Portfolio are as follows:

	Allocation Range
US Treasuries	0-100%
US Agencies and Instrumentalities	0-100%
Mortgage backed securities	0-100%

Certificates of Deposit	0-100%
Repurchase Agreements	0-100%
Flex per bond issue	0-100%
Local Government Investment Pools	0-100%
No Load Money Market Funds	0 - 15% of monthly average fund balance
Ownership in the fund	maximum 10%
Ownership in one fund in portfolio	maximum 40%
Commercial Paper	0-100%
Bankers acceptances	0-100%
Municipal debt	0-100%
Corporate debt	0-100%
Collateralized Loan Obligations	0-40%
No Load Bond mutual funds	0-60%
Ownership in fund	maximum 10%
Ownership in one fund in portfolio	maximum 40%

Short-Term Funds Liquidity Construction

A minimum of 25% of the Short-Term Funds should be invested in securities that are available on a daily liquidity basis to meet short-term needs.

B. LONG-TERM FUNDS SUBJECT TO THE 35% LIMITATION AS DESCRIBED IN VII.B (Refer to Appendix B)

The allocation ranges for the Long-Term Funds Portfolio are as follows:

	Allocation Range
Equity & Equity-Like	0-50%
Fixed Income and Fixed Income-Like	0-100%

IX. PROHIBITED INVESTMENTS AND ACTIVITIES

The following are unauthorized transactions and securities for TSUS. Any change in this list shall require amendment of this Policy and adoption by the Board.

- A. TSUS may not purchase or sell financial futures, options, interest rate swaps, or forward rate agreements.
- B. TSUS may not engage in adjusted trading or short sales.
- C. TSUS may not purchase residual interests in CMOs/REMICs, mortgages serving rights, commercial mortgage backed securities, or small business related securities (excluding Small Business Administration debentures). Specific securities that may not be purchased are:
 1. inverse CMO floaters
 2. principal only CMOs
 3. interest only CMOs
- D. TSUS may not purchase 144-A or other private placement securities not registered with the SEC.

- E. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bear no interest; collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

X. SAFEKEEPING

All securities, including collateral bought under a repurchase agreement, but excluding investment pool funds, certificates of deposit, and mutual funds, shall be settled on a delivery versus payment (DVP) basis. All securities shall be held by System Administration's or the component's depository bank, as applicable, or an independent third party custodian approved by the State of Texas. All securities will be held in the name of System Administration or the component, as applicable. No broker/dealer shall be used for safekeeping purposes.

The third party custodian of TSUS-owned assets shall be required to issue an original safekeeping trust statement to the System Administration or the component, as applicable, on a timely basis describing the specific instrument, coupon, maturity, par, CUSIP, and other pertinent information. The safekeeping receipt shall clearly identify ownership by System Administration or the component, as applicable.

XI. COLLATERALIZATION

All time and demand deposits in financial institutions shall be fully collateralized on balances in excess of federal insurance in accordance with the TSUS *Depository Funds Policy*. Depository agreements shall be executed in accordance with the Financial Institutions Resource, Recovery and Enforcement Act (FIRREA) which requires a written agreement and a resolution from the Bank Board or Bank Loan Committee.

In order to anticipate market price changes and provide additional security for all funds, the collateralization level will be maintained and monitored, at a minimum, at 102% of the value of principal and accrued interest. The pledging institution shall be contractually liable for monitoring and maintaining this margin daily.

Collateral pledged to secure deposits shall be held in the name of System Administration or the component, as applicable, by an independent financial institution outside the holding company of the depository in accordance with a safekeeping agreement signed by authorized representatives of System Administration or the component, as applicable, the depository, and the custodian. A collateral safekeeping trust statement must be issued to the component no less than monthly. All collateral shall be subject to inspection and audit by TSUS or its independent auditors.

Authorized Collateral

The following securities are the only authorized collateral for time and demand deposits:

- A. FDIC insurance coverage.
- B. Obligations of the United States, its agencies or instrumentalities, or other evidence of indebtedness of the United States guaranteed as to principal and interest,

including MBS which pass the bank (volatility) test and are eligible as collateral with the Federal Reserve.

- C. Obligations, the principal and interest on which, are guaranteed or insured by the State of Texas or Texas political subdivisions having been rated no less than "A" or its equivalent) by two nationally recognized rating agencies.
- D. Obligations of any state or of a county, city or other political subdivision of a state having been rated no less than "A" (or its equivalent) by at least one nationally recognized rating agency.

In accordance with the Depository Funds Policy, if a depository offers 'pooled collateral' as a collateral alternative, the Investment Officer shall evaluate the risk and cost of the program and provide that information to the CFO for System Administration for possible approval by the Board.

XII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

- A. If a business organization (including investment pools and investment management firms under contract) is not utilized, then the transaction requires competitive bidding by at least three broker/dealers.
- B. An "Authorized Broker/Dealer List" of financial institutions and broker/dealers authorized to do business with TSUS shall be compiled and maintained by the CFO for System Administration. All Investment Officers who invest directly will utilize the authorized list. The CFO for System Administration will provide an official list to component Investment Officers.
- C. Authorized broker/dealers will be required to conform with compliance requirements and procedures established by the CFO for System Administration to include the following:
 - brokers/dealers must complete a questionnaire supplying basic firm and broker contact and delivery information,
 - brokers/dealers may be affiliated with a Texas bank, designated by the New York Federal Reserve Bank as "primary dealers" or qualify as regional dealers under the Securities and Exchange Commission's "Uniform Net Capital Rule",
 - brokers/dealers must be FINRA (Financial Institutions Regulatory Authority) ,
 - brokers/dealers must be registered with the Texas Securities Commission, and;
 - brokers/dealers must provide the written certification detailed below.
- D. Certification: A written copy of this Policy shall be presented to any firm or person seeking to engage in an Operating investment transaction with TSUS. This includes business organizations, brokers/dealers, and banks.

Nothing in this section relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with this Policy.

- E. The Qualified Representative of the business organization or the broker offering to engage in an investment transaction shall certify in writing substantially to the effect that the registered principal or broker has:

1. received and reviewed this Policy and
2. acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between TSUS and the organization that are not authorized by this Policy except to the extent that this authorization is dependent on an analysis of the makeup of the entire portfolio or requires an interpretation of subjective portfolio standards.

Investment Officers may not acquire or otherwise obtain any investment from a person, bank or firm that has not delivered to the CFO for System Administration this certification as confirmed by the CFO for System Administration.

XIII. INVESTMENT REPORTING AND MONITORING

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

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

The reports must:

1. describe in detail the investment position of the component on the date of the report;
2. be prepared jointly by all investment officer(s) of the component;
3. be signed by each investment officer(s) of the component;
4. contain a summary statement of each pooled fund group that states the:
 - (a) beginning market value (defined as trade date with accruals) for the reporting period;
 - (b) ending market value (defined as trade date with accruals) for the period; and
 - (c) fully accrued interest for the reporting period;
5. state the book value and market value of each separately invested asset at the end of the reporting period categorized by the type of asset and fund type invested;
6. state the maturity date of each separately invested asset that has a maturity date (liquid positions will carry next day end dates);
7. state the account, fund or portfolio for which the investment was acquired; and
8. state the compliance of the investment portfolio of the component as it relates to:
 - (a) the investment strategy expressed in this Policy; and
 - (b) relevant provisions of the Act.
9. state the performance investment return in comparison to the established benchmarks as established by this Policy. Investment returns are to be calculated net of fees, using the performance reporting methodology found in the Global Investment Performance Standards Handbook published under the guidance of the CFA Institute
<http://www.cfainstitute.org/ethics/codes/gipsstandards/Pages/index.aspx>

The Global Investment Performance Standards (GIPS Standards) is a set of standardized, industry-wide ethical principles that provides guidance on how to calculate and report investment results.

Market prices are to be obtained from an independent, published source such as the Wall Street Journal, a custodian bank, and/or through a contractual arrangement with a pricing service. MBS prices are not to be obtained from broker/dealers having sold TSUS the MBS.

XIV. BENCHMARKS

The performance of each TSUS component will be measured against a customized blended index. The index will be developed and reviewed each November by a committee of three TSUS Investment Officers or their appointed representatives in consultation with the Investment Consultant. All performance returns shall be stated net of investment management fees. Other applicable indexes matching the specific allocation of the funds (for example international mutual funds or equities) shall be detailed in the component's procedures and included on all monthly and quarterly reporting as a benchmark for these investments.

XV. AUDITS

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

XVI. INVESTMENT POLICY ADOPTION AND CERTIFICATION

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

APPENDIX A
AUTHORIZED INVESTMENTS FOR SHORT-TERM AND LONG-TERM FUNDS

1. AUTHORIZED INVESTMENTS: OBLIGATIONS OF, OR GUARANTEED BY GOVERNMENTAL ENTITIES.

(a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

- (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- (2) direct obligations of this state or its agencies and instrumentalities;
- (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
- (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
- (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and
- (6) bonds issued, assumed, or guaranteed by the State of Israel.

(b) The following are not authorized investments under this section:

- (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

2. AUTHORIZED INVESTMENTS: CERTIFICATES OF DEPOSIT AND SHARE CERTIFICATES.

(a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

- (1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
- (2) secured by obligations that are described in 1(a) above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described in 1(b) above; or
- (3) secured in any other manner and amount provided by law for deposits of the investing entity.

(b) In addition to the authority to invest funds in certificates of deposit under 2)a) above, an investment in certificates of deposit made in accordance with the following conditions is an

authorized investment:

- (1) the funds are invested by an investing entity through:
 - (A) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity; or
 - (B) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;
- (2) the broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;
- (3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- (4) the investing entity appoints the depository institution selected by the investing entity under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

3. AUTHORIZED INVESTMENTS: REPURCHASE AGREEMENTS.

(a) A fully collateralized repurchase agreement is an authorized investment under this subchapter if the repurchase agreement:

- (1) has a defined termination date;
- (2) is secured by a combination of cash and obligations described in by 1(a)(1); and
- (3) requires the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and
- (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

(b) In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

(c) Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

(d) Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

4. AUTHORIZED INVESTMENTS: SECURITIES LENDING PROGRAM.

(a) A securities lending program is an authorized investment under this subchapter if it meets the conditions provided by this section.

(b) To qualify as an authorized investment under this subchapter:

(1) the value of securities loaned under the program must be not less than 100 percent collateralized, including accrued income;

(2) a loan made under the program must allow for termination at any time;

(3) a loan made under the program must be secured by:

(A) pledged securities described in by Section 2256.009;

(B) pledged irrevocable letters of credit issued by a bank that is:

(i) organized and existing under the laws of the United States or any other state; and

(ii) continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or

(C) cash invested in accordance with Section:

(i) 2256.009;

(ii) 2256.013;

(iii) 2256.014; or

(iv) 2256.016;

(4) the terms of a loan made under the program must require that the securities being held as collateral be:

(A) pledged to the investing entity;

(B) held in the investing entity's name; and

(C) deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity;

(5) a loan made under the program must be placed through:

(A) a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003; or

(B) a financial institution doing business in this state; and

(6) an agreement to lend securities that is executed under this section must have a term of one year or less.

5. AUTHORIZED INVESTMENTS: BANKER'S ACCEPTANCES.

A bankers' acceptance is an authorized investment under this subchapter if the bankers' acceptance:

(1) has a stated maturity of 270 days or fewer from the date of its issuance;

(2) will be, in accordance with its terms, liquidated in full at maturity;

(3) is eligible for collateral for borrowing from a Federal Reserve Bank; and

(4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

6. AUTHORIZED INVESTMENTS: COMMERCIAL PAPER.

Commercial paper is an authorized investment under this subchapter if the commercial paper:

- (1) has a stated maturity of 270 days or fewer from the date of its issuance; and
- (2) is rated not less than A-1 or P-1 or an equivalent rating by at least:
 - (A) two nationally recognized credit rating agencies; or
 - (B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

7. AUTHORIZED INVESTMENTS: MUTUAL FUNDS.

(a) A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:

- (1) is registered with and regulated by the Securities and Exchange Commission;
- (2) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);
- (3) has a dollar-weighted average stated maturity of 90 days or fewer; and
- (4) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.

(b) In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:

- (1) is registered with the Securities and Exchange Commission;
- (2) has an average weighted maturity of less than two years;
- (3) is invested exclusively in obligations approved by this subchapter;
- (4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
- (5) conforms to the requirements set forth in Sections 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

(c) An entity is not authorized by this section to:

- (1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);
- (2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or
- (3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

8. AUTHORIZED INVESTMENTS: GUARANTEED INVESTMENT CONTRACTS.

(a) A guaranteed investment contract is an authorized investment for bond proceeds under this subchapter if the guaranteed investment contract:

- (1) has a defined termination date;
- (2) is secured by obligations described by Section 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and
- (3) is pledged to the entity and deposited with the entity or with a third party selected and

approved by the entity.

(b) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this subchapter in a guaranteed investment contract with a term of longer than five years from the date of issuance of the bonds.

(c) To be eligible as an authorized investment:

- (1) the governing body of the entity must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;
- (2) the entity must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
- (3) the entity must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
- (4) the price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
- (5) the provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

9. AUTHORIZED INVESTMENTS: INVESTMENT POOLS.

(a) An entity may invest its funds and funds under its control through an eligible investment pool if the governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by this subchapter. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

(b) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

- (1) the types of investments in which money is allowed to be invested;
- (2) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
- (3) the maximum stated maturity date any investment security within the portfolio has;
- (4) the objectives of the pool;
- (5) the size of the pool;
- (6) the names of the members of the advisory board of the pool and the dates their terms expire;
- (7) the custodian bank that will safekeep the pool's assets;
- (8) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
- (9) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- (10) the name and address of the independent auditor of the pool;
- (11) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and
- (12) the performance history of the pool, including yield, average dollar-weighted maturities,

and expense ratios.

(c) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity:

- (1) investment transaction confirmations; and
- (2) a monthly report that contains, at a minimum, the following information:
 - (A) the types and percentage breakdown of securities in which the pool is invested;
 - (B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
 - (C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
 - (D) the book value versus the market value of the pool's portfolio, using amortized cost valuation;
 - (E) the size of the pool;
 - (F) the number of participants in the pool;
 - (G) the custodian bank that is safekeeping the assets of the pool;
 - (H) a listing of daily transaction activity of the entity participating in the pool;
 - (I) the yield and expense ratio of the pool, including a statement regarding how yield is calculated;
 - (J) the portfolio managers of the pool; and
 - (K) any changes or addenda to the offering circular.

(d) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

(e) In this section, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

(f) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool created to function as a money market mutual fund shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.

(g) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed:

- (1) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or
- (2) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

(h) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this

chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

(i) If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Subsections (b), (c)(2), and (f) must be posted on the website.

(j) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

(k) If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

NOTE: RATING OF CERTAIN INVESTMENT POOLS.

A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

10. **AUTHORIZED INVESTMENTS:** cash management and fixed income funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f));

11. **AUTHORIZED INVESTMENTS:** negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency; and

12. **AUTHORIZED INVESTMENTS:** corporate bonds, debentures, or similar debt obligations rated by a nationally recognized investment rating firm in one of the two highest long-term rating categories, without regard to gradations within those categories.

APPENDIX B
AUTHORIZED INVESTMENTS UNDER THE “PRUDENT PERSON STANDARD”
(SUBJECT TO LIMITATIONS)

A TSUS component may invest up to 35% of the market value of its Long-Term Funds portfolio in investments in this Appendix. The 35% limitation shall be measured against the ending market value of the Long-Term Funds portfolio **exclusive of bond proceeds** as presented in the preceding quarter's investment report presented to the Board of Regents. Components are not required to participate in these options. No change to the authorized list can be made until this Policy is reviewed, amended, and adopted by the Board.

1. Obligations of the US Government, or its agencies and instrumentalities, direct obligations of this state or its agencies and instrumentalities, collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or an instrumentality of the United States, other obligations the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality or nationally recognized investment rating firm not less than Investment Grade A- or its equivalent, and bonds issued, assumed, or guaranteed by the State of Israel. This includes collateralized mortgage obligations and excludes letters of credit with a maximum stated final maturity of five (5) years. Collateralized mortgage obligations may have a stated final maturity of ten years but an expected life of no more than five (5) years. The aggregate investment in all types of mortgage-backed securities shall not exceed 25% of the total portfolio.
2. Certificates of deposit issued by a state or national bank, a savings bank, or a state or federal credit union domiciled in this state, and guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor. The Certificate of Deposit must be secured by obligations that are consistent with section VII A.1, including mortgage backed securities directly issued by a federal agency or instruments that have a market value of not less than the principal amount of the certificates, but excluding the mortgage backed securities listed in section IX. E, or secured in any other manner and amount provided by law for deposits of the investing entity. Maximum allowable stated maturity for certificates of deposit is 12 months Investments in Federally insured or collateralized certificates of deposit through Texas banks or through Texas broker- dealers shown in Section XII.B of this Policy, provided that they are acquired, under the terms of an executed collateral agreement in accordance with FIRREA, collateralized in compliance with this Policy, to include the CDARS program, and not to exceed 12 months to stated maturity.
3. Commercial paper with a stated final maturity not to exceed 270 days from the date of issuance rated A-1 or P-1 or equivalent by at least two nationally recognized rating agencies, or; Rated not less than A-1 or P-1 or an equivalent by one nationally recognized rating agency plus fully secured by an irrevocable letter of credit issued by a domestic bank.
4. Prime bankers acceptances must have a stated maturity of 270 days or fewer from the date of issuance, will be liquidated in full at maturity, and is eligible as collateral from a Federal Reserve Bank. Bank or bank holding company short- term obligations must be rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit

rating agency.

5. Taxable or non-taxable governmental and municipal securities rated not less than Investment Grade A- or equivalent by at least one nationally recognized rating organization with a stated final maturity not to exceed three (3) years.
6. Corporate bonds, debentures, or similar debt obligations rated not less than Investment Grade A- or equivalent by at least one nationally recognized investment rating organization , with a maximum stated final maturity of three (3) years.
7. SEC-registered, money market mutual funds which have as an investment objective the maintenance of a stable net asset value (NAV) of \$1 for each share, and have a dollar-weighted average stated maturity of 90 days or fewer. The investing entity must be provided a prospectus and other documentation as required by the SEC. In the event of SEC rules changes impacting the NAV of \$1 the NAV of \$1 requirement for money market mutual funds is waived.
8. Constant dollar, Texas local government investment pools continuously rated AAA by at least one nationally recognized rating service and approved by resolution of the Board.
9. No load money market mutual funds which are registered with and regulated by the SEC, and have a dollar-weighted average stated maturity of less than three years, and must conform to the requirements of this Policy. Maximum aggregate position size of these mutual funds is 100% of the Average Monthly Fund Balance excluding the dollar amounts of funds held for bond proceeds, reserves, and debt service. Investment in the fund can not constitute 10 % or more of the fund's total assets under management, and no fund can represent more than 40% of the Operating (Short Term) Fund portfolio.
10. Fully collateralized repurchase agreements with a defined termination date, secured by a combination of cash and obligations of the United States or its agencies and instrumentalities in accordance with this Policy, with securities purchased by or cash held by System Administration or the component, as applicable, to be pledged to System Administration or the component, as applicable, held in the name of System Administration or the component, as applicable, and deposited at the time the investment is made with System Administration or the component, as applicable, or with a third party selected and approved by the CFO for System Administration under the terms of a SIFMA Bond Market Master Repurchase Agreement, and placed through a primary government securities dealer, or a financial institution doing business in the state.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received through a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

A flex repurchase agreement may be used for bond funds with a stated maturity not to exceed the anticipated expenditure plan of the funds.

11. Interest bearing accounts in banks doing business in Texas held for investment purposes only.

12. Cash management and fixed income funds sponsored by organizations exempt from federal income taxation under section 501(f), Internal Revenue Code of 1986 (26 U.S. C. Section 501(f)).
13. Eligible investment pools. Must be continuously rated not less than A or A- or equivalent by at least one nationally recognized rating organization. An investment pool authorized by the Board must invest the funds it receives from TSUS as permitted by this Policy. An investment pool may invest its funds in money market mutual funds to the extent permitted by this Policy. The weighted average maturity of the portfolio is limited to 60 days calculated using the reset date for variable rate notes ("VRNs") and 90 days or fewer using the final maturity date for VRNs with the maximum maturity for any individual security in the portfolio not exceeding 397 days for fixed rate securities and 24 months for VRNs.
14. A professionally managed portfolio of Bank Loans, Collateralized Loan Obligations (CLO's) and/or other floating rate securities with a Fixed Spread to a benchmark rate (such as LIBOR) and rate resets periods of no more than 90 days. These securities must be rated no lower than A- or equivalent by at least one nationally recognized rating service and have a weighted average life of three (3) years or less. Asset-backed Securities other than CLO's and Bank Loans must be backed by the full faith and credit of the US Government.

Fixed Income:

1. Obligations of the US Government or its agencies and instrumentalities, including mortgage backed securities and excluding letters of credit. Only collateralized mortgage obligations (CMOs) backed by pools of mortgages guaranteed by the full faith and credit of the U.S. Government or an agency thereof will be used.
2. Federally insured or collateralized certificates with banks doing business in Texas, under the terms of an executed collateral agreement, in accordance with FIRREA, collateralized in accordance with this Policy.
3. The CDARS program through a Texas bank, not to exceed thirty-six(36) months to stated maturity.
4. Negotiable certificates of deposit issued by a bank within a holding company with a commercial paper rating of A1/P1 or equivalent by two nationally recognized credit rating agencies or an S&L in two highest rating categories by a recognized rating agency with a maximum maturity of twenty-four (24) months.
5. Commercial Paper rated A1/P1 or equivalent by two nationally recognized rating agencies and a stated final maturity no longer than 270 days.
6. Taxable or non-taxable governmental and municipal (state and local) securities rated not less than A- or equivalent by two nationally recognized rating organizations. Split rated securities will be governed by the lower rating. No more than 20% of the portfolio may be invested in SEC Registered, US Dollar denominated, and US Government backed securities issued by foreign governments (Brady Bonds). No investments are allowed in foreign currency denominated government bonds, any type of foreign corporate bonds (including both US Dollar denominated securities, referred to as Yankee Bonds, and foreign ordinary bonds) or any other foreign securities are not expressly allowed.
7. a) Domestic Fixed Income Portfolios – Barclays: Domestic Fixed Income Core Managers,

defined as managers benchmarked against the Barclay's Aggregate Index: Domestic Investment Grade Corporate Bonds, shall maintain an Investment Grade average A- with no more than 20% of the portfolio invested below investment grade. Non-rated paper will be considered to carry the rating of similar bond issues by the same issuer, if other issues have ratings. The fixed income portfolio may not have more than 40% in corporate bonds with no more than 10% of the corporate bond portfolio invested in a single issuer, and with not more than 5% invested in a single issue. The corporate bond allocation shall be well diversified with no more than 25% of this corporate sector invested in any one economic sector.

- b) Domestic Fixed Income Portfolios – Other: Domestic Fixed Income Managers, defined as Corporate Only bond portfolios, or Government and Corporate portfolios NOT benchmarked against the Barclay's Aggregate Index: Domestic Investment Grade Corporate Bonds, shall maintain an Investment Grade average A- with no more than 20% of the Long-Term Funds portfolio invested below investment grade. Non-rated paper will be considered to carry the rating of similar bond issues by the same issuer, if other issues have ratings. The Long-Term Funds fixed income portfolio may not have more than 10% invested in a single non-government or government backed agency issuer, and with not more than 5% invested in a single issue. The corporate bond allocation shall be well-diversified with no more than 25% of the corporate sector invested in any one economic sector.
 - c) Global Fixed Income Portfolios: Global Fixed Income Core Managers, defined as managers investing in U.S. and non-U.S. bonds benchmarked against the Barclay's Global Aggregate Index or other equivalent diversified Global Bond Index: Domestic Investment Grade Corporate Bonds, shall maintain a minimum credit quality of Investment Grade A-. The fixed income portfolio may not have more than 10% invested in a single non-government or government backed agency issuer, and with not more than 5% invested in a single issue. The portfolio may be invested in SEC Registered, US Dollar denominated, and US Government backed securities issued by foreign governments (Brady Bonds). Investments in foreign currency denominated government and corporate bonds are allowed for Developed Country Bonds only (defined as EAFE Countries only). Foreign corporate bonds from non-EAFE countries are permissible so long as they are US Dollar denominated securities, referred to as Yankee Bonds. The corporate bond allocation shall be well diversified by Country and economic sector, with no more than 40% in a non-US country, and no more than 25% of the corporate sector invested in any one economic sector. The Global Bond allocation may not exceed 20% of the total Long-Term Funds portfolio.
- 8. Fixed income funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f)).
 - 9. SEC-registered money market mutual funds which have as an investment objective the maintenance of a stable net asset value (NAV) of \$1 for each share. In the event of SEC rule changes impacting the NAV of \$1, the NAV \$1 requirement for money market mutual funds is waived.
 - 10. No-load, SEC registered, ultra-short, short and intermediate, fixed income mutual funds invested in obligations approved by this Policy. No Mutual Fund will comprise more than 40% of the Fixed Income portion of the portfolio.
 - 11. Fully collateralized repurchase agreements with a defined termination date, secured by obligations of the United States or its agencies and instrumentalities, under the terms of a SIFMA Bond Market Master Repurchase Agreement, and placed through a primary

government securities dealer.

12. REITS that have fixed income-like characteristics.
13. Commercial Backed securities and Asset Backed securities are allowable investments as long as they meet the quality requirements of this section, and cannot exceed 20% of the fixed income portfolio.
14. Bank Loans, Collateralized Loan Obligations (CLO's) and other floating rate securities with a Fixed Spread to a benchmark rate (such as LIBOR) and rate resets periods of no more than 90 days. A portfolio of these securities must maintain an Investment Grade A- average.
15. MLPs that have fixed income-like characteristics.
16. Use of derivatives is allowed as long as the investment (as structured) does not expose the Long-Term Funds portfolio to risk of loss outside the actual invested amount.

Equity:

NOTE: Components must retain an Investment Consultant to invest in Equity and Equity Like investments as described below. Agency Funds and Bond Funds may not be invested in Equity and Equity Like investments.

1. Equity Securities: Permissible investments in equity securities are as follows:
 - a. Common and Preferred Stock of domestic corporations with a market capitalization of at least \$250 million at time of purchase,
 - b. REITS that have equity-like characteristics,
 - c. Invest in only marketable securities,
 - d. No position in any one company to exceed 10% of the equity portfolio as measured at market values,
 - e. Include at a minimum 20 names per portfolio to provide adequate diversification,
 - f. No purchase shall cause a position in the portfolio to exceed 10% of the outstanding voting shares of the company or invest with the intent of controlling management,
 - g. Invest no more than 40% of the Equity portfolio in any one economic sector, or 2.5x the relevant benchmark sector weight, whichever is less,
 - h. International equities shall be limited to no more than 25% of the portfolio (excluding American Depositary Receipts),
 - i. Maintain appropriate diversification with respect to currency and country exposure for international equities, and;
 - j. No-load, SEC registered, equity mutual funds invested in securities approved by this Policy. No Mutual Fund can comprise more than 40% of the Equity portion of the portfolio.
 - k. Equity funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f)).
 - l. Investment Managers may invest with managers who utilize derivatives, short sales, futures, options, private placements, limited partnerships ,and otherwise prohibited investments and instruments as long as the investment (as structured) does not expose the Component to risk of loss outside the actual invested amount, and the investments are supervised by an investment manager (no direct purchases). Where possible, fund of funds (i.e., funds that invest in other funds), and pools are vehicles of choice for alternative investments as they can provide for more diversification and additional layers of oversight. These investments, in total cannot comprise more than 20 % of the Component's portfolio . Private Placements are

allowed as long as the Component meets regulatory qualifications and no single issuer can represent more than 10% of the portfolio, with no single issue representing more than 5% of the portfolio.

Other:

1. Hybrid Securities, such as but not limited to Convertible Securities, REITs, and MLPs which can exhibit equity or fixed income characteristics (or both) will be characterized as Equity (or Equity Like) or Fixed Income (or Fixed Income Like) based on the characteristics of the portfolio, including standard deviation (for risk) and expected return.
2. Investment Managers with oversight responsibilities over Other Investments may invest with managers who utilize derivatives, short sales, futures, options, private placements, limited partnerships, and otherwise prohibited investments and instruments as long as the investment (as structured) does not expose the Component to risk of loss outside the actual invested amount, and the investments are supervised by an investment manager (no direct purchases). Where possible, fund of funds (i.e., funds that invest in other funds), and pools are vehicles of choice for alternative investments as they can provide for more diversification and additional layers of oversight. These investments, in total cannot comprise more than 20 % of the Component's portfolio. Private Placements are allowed as long as the Component meets regulatory qualifications and no single issuer can represent more than 10% of the portfolio, with no single issue representing more than 5% of the portfolio.

| 1-22-2015 marked

TEXAS STATE UNIVERSITY SYSTEM



Operating Funds
Investment Policy
| February~~November~~ 20145

Texas State University System Operating Funds Investment Policy

I. DEFINITIONS

Texas State University System ("TSUS") refers to System Administration, Lamar University, Sam Houston State University, Sul Ross State University, Texas State University, Lamar Institute of Technology, Lamar State College-Orange, Lamar State College- Port Arthur, and Sul Ross State University Rio Grande College.

II. POLICY AND OBJECTIVES

It is the policy of TSUS to invest operating funds in ~~applicable~~ compliance with the ~~Public Funds Investment Act (Texas Government Code Chapter 2256, the "Act"), and the~~ "Prudent Person Standard" as defined by Texas Education Code §51.003(d) and described in Article VII, Section 11b of the Texas Constitution. ~~Applicable sections of the Act are referenced in brackets throughout this Policy.~~ The Operating Funds Investment Policy ("Policy") of TSUS is designed to fulfill the following objectives:

- provide security of invested principal;
- provide liquidity for operating requirements which may be reasonably anticipated;
- manage interest-rate and market risk;
- maximize total return within established risk constraints; and
- provide for diversification of investment assets.

To meet these objectives, TSUS will base investment decisions on long-term, intermediate-term, and short-term needs dictated by cash flow analyses of present and anticipated future financial requirements.

This Policy applies to the following operating funds held by TSUS:

- Current Funds (Unrestricted and Restricted);
- Loan Funds;
- Bond Funds;
- Plant Funds;
- Board-Designated Reserves held as Quasi-Endowment Funds (the principal of which may be utilized at the discretion of the Board of Regents); and
- Agency Funds applicable to the ongoing operations of TSUS.

These funds may be held in investments authorized by this Policy (based on liquidity needs or bond covenants) or in authorized depositories as required for day-to-day operations within any fund group. Funds held in banking institutions are also covered by the TSUS *Depository Funds Policy*. The *Operating Funds Investment Policy* is not applicable to private funds, including but not limited to Endowment Funds or Foundation Funds.

This Policy does not apply to investments donated to TSUS for a particular purpose or donated according to terms specified by a donor if those donated investments are outside the authorized within the Policy.

This Policy shall be reviewed and updated annually and presented to the Board for adoption by resolution ~~[Government Code 2256.005]~~. Copies of the Policy will be forwarded on an annual

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

Operating Funds covered under this Policy are classified as:

Short-Term Funds: Funds needed to meet daily or short-term operating requirements, usually held in an approved local government investment pool. These are funds meant to be used within the year and are typically invested in investments with maturities not to exceed twelve (12) months.

Long-Term Funds: Operating Funds that have not been needed in the past, and are not anticipated to be needed for a minimum of 12 months or more. They are typically invested in investments with maturities of more than twelve (12) months and less than seven (7) years.

Bond Proceed Funds: Bond proceeds and reserves may be invested in a manner consistent with the requirements and restrictions stated in the applicable Bond Covenants, but typically not longer than three years.

III. DELEGATION OF AUTHORITY AND RESPONSIBILITY

Board of Regents

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

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

Investment Officers

The Chief Financial Officer (CFO) for System Administration and the CFO for each component are designated as Investment Officers for their respective entities by the Board. Additional Investment Officers may be designated by the Chancellor or President of the component.

Investment Officers are responsible for investment management decisions and activities and all transactions undertaken, including the hiring/firing of Investment Manager(s) recommended by the Investment Consultants, and Banking Relationships. No officer or designee may engage in an investment transaction except as provided under terms of this Policy. No Investment Officer or

employee of TSUS may accept anything of value from counter-parties or others in connection with investment transactions.

Each Investment Officer must attend five or more hours of investment training within six months of assuming the position and not less than once each state fiscal biennium. The Board acknowledges investment act training alternatives as designated by the Texas Higher Education Coordinating Board or the Texas Society of Certified Public Accountants (Texas CPA investment training continuing education units) as acceptable sources of ~~investment training complying with Section 2256.007(d) of the Public Funds Investment Act.~~

The Investment Officer of each component shall prepare a report on compliance with the training requirements and deliver the report to the Vice Chancellor for Finance by January 5th of every-~~even~~ numbered year. The Vice Chancellor for Finance will provide to the Board a summary report on compliance with the training requirements ~~as well as a report of any legislative changes affecting TSUS investment activities~~ not later than the 180th day after the last day of each regular session of the legislature.

Investment Officer Disclosures

The following reporting requirements apply:

1. An Investment Officer related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to TSUS shall file a statement disclosing that relationship;
2. An Investment Officer having a business relationship of any nature with an individual seeking to sell an investment to TSUS shall file a statement disclosing that relationship;
3. The disclosure shall be filed with the Board and the component President or with the Chancellor if the applicable Investment Officer is the CFO for System Administration.

Investment Consultant

System Administration ~~and the components~~ may contract with an Investment Consultant registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) to provide for investment oversight of the operating funds. The initial contract may not be for a term exceeding six years and renewals or extensions of the contract must be made by order or resolution of the Board. The Investment Consultant must acknowledge in writing that they are a fiduciary to the fund(s).

The Investment Consultant must certify to the receipt and review of this Policy and that it will act in accordance with the Policy; and it will provide the most recent copy of its Form ADV and ADV brochure as filed with the Securities and Exchange Commission to the CFO(s) for the component(s) that it advises.

The Investment Consultant's responsibilities are to the System Administration and the components it advises. Additionally, the Investment Consultant will:

- Assist in the development and implementation of investment policies, objectives, and guidelines to submit to the Board for approval each November.
- Review Investment Managers, including search, selection, and recommendation to the Investment Officer.
- Prepare and present performance evaluation reports in accordance to established investment standards.

Comment [CF1]: Roland, your original edit read: and a report of any changes to the Act during the most recently completed regular legislative session. The report will be provided to the Board not later than the 180th day after the last day of each regular session of the legislature. However, I realized that conflicts with the discussion about remaining silent on the PFIA. Additionally, it's possible the Lege could make changes outside the PFIA that might affect TSUS investing activities.

- Review contracts and fees for both current and proposed Investment Managers.
- Communicate investment policies and objectives to managers, monitor those strategies, and notify the Investment Officers of any significant changes in portfolio managers, litigation, or violation of securities regulations.

Investment Manager(s)

System Administration and the components may contract with an Investment Manager(s) registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq. A contract made under authority of this subsection may not be for a term longer than two years. A renewal or extension of the contract must be made by the governing body of the investing entity by order or resolution.

The Investment Manager(s) must certify to the receipt and review of this Policy; it will act in accordance with the Policy; and it will provide a copy of its most current Form ADV and ADV brochure as filed with the Securities and Exchange Commission to the CFO(s) for the component(s) that it advises.

All Investment Managers have a fiduciary responsibility to make a good faith determination that commissions paid to a broker are reasonable and competitive. All Investment Managers shall treat the accounts they manage as discretionary accounts and have authority to act for Investment Officers. The Investment Managers have the authority to make investment decisions for the purpose of placing orders to effect any purchase, sale, exchange, liquidation or other investment of the assets in the accounts, within their asset class, and according to this Policy, without obtaining prior approval.

TSUS requests that all orders for transactions of account assets be placed in such markets and through such brokers as shall offer the most favorable price, execution and commission cost of each order (best execution). All such orders must also be in compliance with this investment policy.

TSUS acknowledges that Investment Managers may from time to time and in accordance with applicable law pay commissions to brokers that are higher than those that might be obtainable elsewhere in order to obtain research and other services provided by such brokers in the expectation to enhance the long-term value of the account. The Investment Officers shall try to negotiate the contract without the use of these soft dollar arrangements. In the event that the soft dollar arrangements remain as part of the contract, the Investment Manager(s) will report to the Investment Consultant and the Investment Officers at least annually, the Investment Managers' soft dollar practices and any soft dollar purchases. In addition, Investment Managers must demonstrate how the soft dollars were used solely for the benefit of the account which generated the soft dollars.

The use of soft dollars by an Investment Manager in the portfolio must be disclosed under the investment disclosure requirements section on the component's webpage.

Investment Custodians

The Investment Custodians are responsible for the safekeeping of the Operating Fund's assets. Their responsibilities are to:

- Provide timely and accurate reports detailing investment holdings, including:
 - statement of all securities and other assets held,
 - statement of all receipts, sales, redemptions, and principal payments,

- statement of all distributions, expenses paid, purchases, and
 - statement of all income, and
 - establishing and maintaining separate accounts for each Investment Manager.
- Provide all normal custodian functions, including but not limited to:
 - security safekeeping,
 - collection of income,
 - settlement of trades,
 - collection of proceeds of maturing securities, and
 - daily investment of available cash.

IV. STANDARD OF CARE

The “Prudent Person standard” shall be the standard used in all investment functions and shall be applied in the context of individual transactions as well as management of the overall portfolio. Accordingly, all investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, emphasizing the probable safety of their capital as well as the expected income to be derived.

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

V. INSTITUTIONAL INVESTMENT PROCEDURES

The Investment Officer(s) of each component shall establish written procedures supporting this Policy and promoting internal control. The procedures shall be directed towards preventing loss of funds due to fraud, employee error, misrepresentation, or imprudent actions.

The Investment Officers of the components shall establish and maintain (a) written administrative procedures and guidelines in support of this Policy for their respective component, (b) distribution formulae/procedures for the funds, and (c) internal controls in support of this Policy.

All components shall incorporate the following specific controls, as further defined by this Policy, into their operating procedures.

- all securities will be settled delivery versus payment (DVP) into the component's depository or custodian bank,
- no securities will be safe-kept with a broker/dealer,
- operating funds cash flow will be reviewed at a high level at least annually to determine investment strategy impact and projections,
- every transaction will be documented for accounting information, and security description,
- all transaction documentation will be completed within five business days of receipt,
- an investment ledger will be maintained for reconciliation with the general ledger, bank reports, and trade confirmations on a monthly basis, at a minimum,
- a monthly reconciliation of transactions and income will be made,
- a review of the portfolio will be made by all Investment Officers at least quarterly,
- designated levels of signatory approval will be set,

- investment reporting will be completed monthly, and
- all transactions will have dual control and/or oversight and separation of responsibilities.

VI. INVESTMENT STRATEGIES AND OBJECTIVES

Operating funds may be commingled at each component for investment purposes but will address the unique characteristics and needs of each fund group and classification of funds represented in the portfolio. Operating funds are constricted by expenditure plans and can serve a fiscal year or multiple year purposes.

The investment strategy for current operating, loan, plant, quasi-endowment, and agency funds has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity provided. The secondary objective is to create a portfolio structure which will experience minimal volatility while generating income.

Operating Funds are normally invested as follows:

Operating-Short-Term Funds

These are funds needed to meet daily or short-term operating requirements. These funds are meant to be used within the year and are typically invested in investments with maturities of less than twelve (12) months.

Non-Operating Long-Term Funds

Funds that are not anticipated to be needed for a minimum of 12 months or more. They are typically invested in investments with maturities of more than twelve (12) months and less than seven (7) years.

- A. The investment strategy for debt service funds shall have as its primary objective the assurance of available funds adequate to fund the debt service obligations on a timely basis. Two consecutive principal and interest payments must be held liquid at all times. The investment strategy for reserve funds shall have as its primary objective the ability to generate a revenue stream from high quality securities with a low degree of volatility. The potential for loss shall be further controlled through the purchase of securities within the specified maturity range dependent on use. Bond proceeds and reserves may be invested in a manner consistent with the requirements and restrictions stated in the applicable Bond Covenants.
- B. The investment strategy for capital projects or capital project funds will have as its primary objective assurance that anticipated cash flows are matched and provide adequate investment liquidity. At least 10% total liquidity is planned to provide flexibility and for unanticipated project outlays. The stated final maturity dates of securities held shall be based on the project completion date, but typically may not exceed three years.

The intention is to match investments with projected cash flow and liquidity needs. TSUS may pursue an active versus a passive portfolio management strategy. That is, securities may be sold before they mature if market conditions present an opportunity for a net positive horizon fiscal benefit from the trade, or to manage a market downturn.

The Investment Officer and/or Investment Consultant will continuously monitor the contents of the portfolio, the available markets, and the relative value of all authorized, competing instruments to adjust the portfolio in response to market conditions.

VII. AUTHORIZED INVESTMENTS

A. ~~SHORT-TERM OPERATING CASH AND LONG-TERM FUNDS (Short Term Investments)~~

Refer to APPENDIX A for a list of authorized investments.:

- ~~1. Obligations of the US Government, or its agencies and instrumentalities, direct obligations of this state or its agencies and instrumentalities, collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or an instrumentality of the United States, other obligations the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality or nationally recognized investment rating firm not less than Investment Grade A— or its equivalent, and bonds issued, assumed, or guaranteed by the State of Israel. This includes collateralized mortgage obligations and excludes letters of credit with a maximum stated final maturity of five (5) years. Collateralized mortgage obligations may have a stated final maturity of ten years but an expected life of no more than five (5) years. The aggregate investment in all types of mortgage-backed securities shall not exceed 25% of the total portfolio.~~
- ~~2. Certificates of deposit issued by a state or national bank, a savings bank, or a state or federal credit union domiciled in this state, and guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor. The Certificate of Deposit must be secured by obligations that are consistent with section VII A.1, including mortgage backed securities directly issued by a federal agency or instruments that have a market value of not less than the principal amount of the certificates, but excluding the mortgage backed securities listed in section IX. E, or secured in any other manner and amount provided by law for deposits of the investing entity. Maximum allowable stated maturity for certificates of deposit is 12 months. Investments in Federally insured or collateralized certificates of deposit through Texas banks or through Texas broker-dealers shown in Section XII.B of this Policy, provided that they are acquired, under the terms of an executed collateral agreement in accordance with FIRREA, collateralized in compliance with this Policy, to include the CDARS program, and not to exceed 12 months to stated maturity.~~
- ~~3. Commercial paper with a stated final maturity not to exceed 270 days from the date of issuance rated A-1 or P-1 or equivalent by at least two nationally recognized rating agencies, or, Rated not less than A-1 or P-1 or an equivalent by one nationally recognized rating agency plus fully secured by an irrevocable letter of credit issued by a domestic bank.~~
- ~~4. Prime bankers acceptances must have a stated maturity of 270 days or fewer from the date of issuance, will be liquidated in full at maturity, and is eligible as collateral from a Federal Reserve Bank. Bank or bank holding company short-term obligations must be rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.~~
- ~~5. Taxable or non-taxable governmental and municipal securities rated not less than Investment Grade A— or equivalent by at least one nationally recognized rating organization with a stated final maturity not to exceed three (3) years.~~

Comment [CF2]: All of the changes in green for items 1-14 were moved to Appendix B because they represent changes made in Nov 2014 to accommodate Prudent Person standards. Therefore, these items would be subject to the 35% limitation. In some cases, these items are very similar to PFIA investments except for ratings and/or maturity dates.

- ~~6. Corporate bonds, debentures, or similar debt obligations rated not less than Investment Grade A or equivalent by at least one nationally recognized investment rating organization, with a maximum stated final maturity of three (3) years.~~
- ~~7. SEC registered, money market mutual funds which have as an investment objective the maintenance of a stable net asset value (NAV) of \$1 for each share, and have a dollar-weighted average stated maturity of 90 days or fewer. The investing entity must be provided a prospectus and other documentation as required by the SEC. In the event of SEC rule changes impacting the NAV of \$1 the NAV of \$1 requirement for money market mutual funds is waived.~~
- ~~8. Constant dollar, Texas local government investment pools continuously rated AAA by at least one nationally recognized rating service and approved by resolution of the Board.~~
- ~~9. No load money market mutual funds which are registered with and regulated by the SEC, and have a dollar-weighted average stated maturity of less than three years, and must conform to the requirements of this Policy. Maximum aggregate position size of these mutual funds is 100% of the Average Monthly Fund Balance excluding the dollar amounts of funds held for bond proceeds, reserves, and debt service. Investment in the fund can not constitute 10 % or more of the fund's total assets under management, and no fund can represent more than 40% of the Operating (Short Term) Fund portfolio.~~
- ~~10. Fully collateralized repurchase agreements with a defined termination date, secured by a combination of cash and obligations of the United States or its agencies and instrumentalities in accordance with this Policy, with securities purchased by or cash held by System Administration or the component, as applicable, to be pledged to System Administration or the component, as applicable, hold in the name of System Administration or the component, as applicable, and deposited at the time the investment is made with System Administration or the component, as applicable, or with a third party selected and approved by the CFO for System Administration under the terms of a SIFMA Bond Market Master Repurchase Agreement, and placed through a primary government securities dealer, or a financial institution doing business in the state.~~
- ~~The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received through a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.~~
- ~~A flex repurchase agreement may be used for bond funds with a stated maturity not to exceed the anticipated expenditure plan of the funds.~~
- ~~11. Interest bearing accounts in banks doing business in Texas held for investment purposes only.~~
- ~~12. Cash management and fixed income funds sponsored by organizations exempt from federal income taxation under section 501(f), Internal Revenue Code of 1986 (26 U.S. C. Section 501(f)).~~
- ~~13. Eligible investment pools. Must be continuously rated not less than A or A or equivalent~~

~~by at least one nationally recognized rating organization. An investment pool authorized by the Board must invest the funds it receives from TSUS as permitted by this Policy. An investment pool may invest its funds in money market mutual funds to the extent permitted by this Policy. The weighted average maturity of the portfolio is limited to 60 days calculated using the reset date for variable rate notes ("VRNs") and 90 days or fewer using the final maturity date for VRNs with the maximum maturity for any individual security in the portfolio not exceeding 307 days for fixed rate securities and 24 months for VRNs.~~

~~14. A professionally managed portfolio of Bank Loans, Collateralized Loan Obligations (CLO's) and/or other floating rate securities with a Fixed Spread to a benchmark rate (such as LIBOR) and rate resets periods of no more than 90 days. These securities must be rated no lower than A- or equivalent by at least one nationally recognized rating service and have a weighted average life of three (3) years or less. Asset backed Securities other than CLO's and Bank Loans must be backed by the full faith and credit of the US Government.~~

~~15. Note: Components are~~An entity is not required to liquidate investments that were authorized investments at time of purchase but have subsequently had a reduction of rating below the minimum. In cases where liquidation is desired, the CFO (or designee) ~~for System Administration~~ will monitor rating changes in investments acquired with public funds and will work with ~~the System Administration component~~ CFOs (or designee) to develop prudent measures consistent with this Policy to liquidate an investment that does not meet the minimum rating requirements.

B. ADDITIONAL OPTIONS AVAILABLE FOR CERTAIN LONG-TERM OPERATING FUNDS~~NON-OPERATING FUNDS (Long Term):~~

~~Up to 35% of a component's Long-Term Funds may be invested in investments listed in Appendix B. The 35% limitation shall be measured against the ending market value of the Long-Term Funds portfolio exclusive of bond proceeds as presented in the preceding quarter's investment report presented to the Board of Regents.~~

Comment [CF3]: May require editing

~~This section applies to Components with total Operating Funds (Short Term and Long-Term) greater than \$75 million. Components that do not meet this requirement are advised to invest their Non-Operating Funds according to the authorized investments listed in VII (A).~~

Comment [CF4]: Removed to reflect Board's direction on the limitation

~~Investments made by TSUS components are restricted to the following list for non-operating funds. No change to the authorized list can be made until this Policy is reviewed, amended, and adopted by the Board.~~

Comment [CF5]: Moved to Appendix B

~~Policy ratings and diversification requirements must be met at time of purchase. Changes in portfolio size or cash flow may alter these percentages during the life of the investment. If authorizations change on investments held or investments lose their minimum rating requirements, they are not required to be immediately liquidated. However, prudent measures including a review will be taken, consistent with the Investment Policy, to manage these investments and decide on final disposition. Managers are required to contact the Investment Officer and/or Investment Consultant whenever a security held in the portfolio drops outside the authorized investment parameters.~~

~~The target asset allocation of the operating fund is expected to be diversified by asset class and style. The following list of authorized investments shall be used as part of the overall asset allocation. The fixed income portfolio is expected to have duration of +/- 25% of the effective duration of the benchmark index.~~

Fixed Income:

Comment [CF6]: This entire section was moved to Appendix B.

- ~~1. Obligations of the US Government or its agencies and instrumentalities, including mortgage backed securities and excluding letters of credit. Only collateralized mortgage obligations (CMOs) backed by pools of mortgages guaranteed by the full faith and credit of the U.S. Government or an agency thereof will be used.~~
- ~~2. Federally insured or collateralized certificates with banks doing business in Texas, under the terms of an executed collateral agreement, in accordance with FIRREA, collateralized in accordance with this Policy.~~
- ~~3. The CDARS program through a Texas bank, not to exceed thirty-six(36) months to stated maturity.~~
- ~~4. Negotiable certificates of deposit issued by a bank within a holding company with a commercial paper rating of A1/P1 or equivalent by two nationally recognized credit rating agencies or an S&L in two highest rating categories by a recognized rating agency with a maximum maturity of twenty-four (24) months.~~
- ~~5. Commercial Paper rated A1/P1 or equivalent by two nationally recognized rating agencies and a stated final maturity no longer than 270 days.~~
- ~~6. Taxable or non-taxable governmental and municipal (state and local) securities rated not less than A- or equivalent by two nationally recognized rating organizations. Split rated securities will be governed by the lower rating. No more than 20% of the portfolio may be invested in SEC Registered, US Dollar denominated, and US Government backed securities issued by foreign governments (Brady Bonds). No investments are allowed in foreign currency denominated government bonds, any type of foreign corporate bonds (including both US Dollar denominated securities, referred to as Yankee Bonds, and foreign ordinary bonds) or any other foreign securities are not expressly allowed.~~
- ~~7. a) Domestic Fixed Income Core Managers, defined as managers benchmarked against the Barclay's Aggregate Index: Domestic Investment Grade Corporate Bonds, shall maintain an Investment Grade average A- with no more than 20% of the portfolio invested below investment grade. Non-rated paper will be considered to carry the rating of similar bond issues by the same issuer, if other issues have ratings. The fixed income portfolio may not have more than 40% in corporate bonds with no more than 10% of the corporate bond portfolio invested in a single issuer, and with not more than 5% invested in a single issue. The corporate bond allocation shall be well diversified with no more than 25% of this corporate sector invested in any one economic sector.~~
~~b) Domestic Fixed Income Managers, defined as Corporate Only bond portfolios, or Government and Corporate portfolios NOT benchmarked against the Barclay's Aggregate Index: Domestic Investment Grade Corporate Bonds, shall maintain an Investment Grade average A- with no more than 20% of the Non-Operating (Longer Term) portfolio invested below investment grade. Non-rated paper will be considered to carry the rating of similar bond issues by the same issuer, if other issues have ratings. The Non-Operating (Longer Term) fixed income portfolio may not have more than 10% invested in a single non-government or government backed agency issuer, and with not more than 5% invested in a single issue. The corporate bond allocation shall be well diversified with no more than 25% of the corporate sector invested in any one economic sector.~~

- ~~e) Global Fixed Income Core Managers, defined as managers investing in U.S. and non-U.S. bonds benchmarked against the Barclay's Global Aggregate Index or other equivalent diversified Global Bond Index: Domestic Investment Grade Corporate Bonds, shall maintain a minimum credit quality of Investment Grade A-. The fixed income portfolio may not have more than 10% invested in a single non-government or government backed agency issuer, and with not more than 5% invested in a single issue. The portfolio may be invested in SEC Registered, US Dollar denominated, and US Government backed securities issued by foreign governments (Brady Bonds). Investments in foreign currency denominated government and corporate bonds are allowed for Developed Country Bonds only (defined as EAFE Countries only). Foreign corporate bonds from non-EAFE countries are permissible so long as they are US Dollar denominated securities, referred to as Yankee Bonds. The corporate bond allocation shall be well diversified by Country and economic sector, with no more than 40% in a non-US country, and no more than 25% of the corporate sector invested in any one economic sector. The Global Bond allocation may not exceed 20% of the total Non-Operating (Long Term) portfolio.~~
- ~~8. Fixed income funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f)).~~
- ~~9. SEC-registered money market mutual funds which have as an investment objective the maintenance of a stable net asset value (NAV) of \$1 for each share. In the event of SEC rule changes impacting the NAV of \$1, the NAV \$1 requirement for money market mutual funds is waived.~~
- ~~10. No-load, SEC registered, ultra-short, short and intermediate, fixed income mutual funds invested in obligations approved by this Policy. No Mutual Fund will comprise more than 40% of the Fixed Income portion of the portfolio.~~
- ~~11. Fully collateralized repurchase agreements with a defined termination date, secured by obligations of the United States or its agencies and instrumentalities, under the terms of a SIFMA Bond Market Master Repurchase Agreement, and placed through a primary government securities dealer.~~
- ~~12. REITS that have fixed income-like characteristics.~~
- ~~13. Commercial Backed securities and Asset Backed securities are allowable investments as long as they meet the quality requirements of this section, and cannot exceed 20% of the fixed income portfolio.~~
- ~~14. Bank Loans, Collateralized Loan Obligations (CLO's) and other floating rate securities with a Fixed Spread to a benchmark rate (such as LIBOR) and rate resets periods of no more than 90 days. A portfolio of these securities must maintain an Investment Grade A- average.~~
- ~~15. MLPs that have fixed income-like characteristics.~~
- ~~16. Use of derivatives is allowed as long as the investment (as structured) does not expose the operating fund to risk of loss outside the actual invested amount.~~

Equity:

Comment [CF7]: This entire section was moved to Appendix B.

NOTE: Components must retain an Investment Consultant to invest in Equity and Equity Like

~~investments as described below. Agency Funds and Bond Funds may not be invested in Equity and Equity Like investments.~~

~~17. Equity Securities: Permissible investments in equity securities are as follows:~~

- ~~a. Common and Preferred Stock of domestic corporations with a market capitalization of at least \$250 million at time of purchase,~~
- ~~b. REITs that have equity like characteristics,~~
- ~~c. Invest in only marketable securities,~~
- ~~d. No position in any one company to exceed 10% of the equity portfolio as measured at market values,~~
- ~~e. Include at a minimum 20 names per portfolio to provide adequate diversification,~~
- ~~f. No purchase shall cause a position in the portfolio to exceed 10% of the outstanding voting shares of the company or invest with the intent of controlling management,~~
- ~~g. Invest no more than 40% of the Equity portfolio in any one economic sector, or 2.5x the relevant benchmark sector weight, whichever is less,~~
- ~~h. International equities shall be limited to no more than 25% of the portfolio (excluding American Depository Receipts),~~
- ~~i. Maintain appropriate diversification with respect to currency and country exposure for international equities, and;~~
- ~~j. No load, SEC registered, equity mutual funds invested in securities approved by this Policy. No Mutual Fund can comprise more than 40% of the Equity portion of the portfolio.~~
- ~~k. Equity funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f)).~~
- ~~l. Investment Managers may invest with managers who utilize derivatives, short sales, futures, options, private placements, limited partnerships, and otherwise prohibited investments and instruments as long as the investment (as structured) does not expose the Component to risk of loss outside the actual invested amount, and the investments are supervised by an investment manager (no direct purchases). Where possible, fund of funds (i.e., funds that invest in other funds), and pools are vehicles of choice for alternative investments as they can provide for more diversification and additional layers of oversight. These investments, in total cannot comprise more than 20 % of the Component's portfolio. Private Placements are allowed as long as the Component meets regulatory qualifications and no single issuer can represent more than 10% of the portfolio, with no single issue representing more than 5% of the portfolio.~~

~~Other:~~

~~18. Hybrid Securities, such as but not limited to Convertible Securities, REITs, and MLPs which can exhibit equity or fixed income characteristics (or both) will be characterized as Equity (or Equity Like) or Fixed Income (or Fixed Income Like) based on the characteristics of the portfolio, including standard deviation (for risk) and expected return.~~

~~19. Investment Managers with oversight responsibilities over Other Investments may invest with managers who utilize derivatives, short sales, futures, options, private placements, limited partnerships, and otherwise prohibited investments and instruments as long as the investment (as structured) does not expose the Component to risk of loss outside the actual invested amount, and the investments are supervised by an investment manager (no direct purchases). Where possible, fund of funds (i.e., funds that invest in other funds), and pools are vehicles of choice for alternative investments as they can provide for more diversification and additional layers of oversight. These investments, in total cannot comprise more than 20 % of the Component's portfolio. Private Placements are allowed as long as the Component meets~~

~~regulatory qualifications and no single issuer can represent more than 10% of the portfolio, with no single issue representing more than 5% of the portfolio.~~

VIII. DIVERSIFICATION

Policy ratings and diversification requirements must be met at time of purchase. Changes in portfolio size or cash flow may alter these percentages during the life of the investment. If authorizations change on investments held or investments lose their minimum rating requirements, they are not required to be immediately liquidated. However, prudent measures including a review will be taken, consistent with the Investment Policy, to manage these investments and decide on final disposition. Managers are required to contact the Investment Officer and/or Investment Consultant whenever a security held in the portfolio drops outside the authorized investment parameters.

The target asset allocation of the Operating Fund is expected to be diversified by asset class and style. The following list of authorized investments in Appendices A & B shall be used as part of the overall asset allocation. The fixed income portfolio is expected to have duration of +/- 25% of the effective duration of the benchmark index.

Investment Officers shall diversify the portfolio(s) by asset classes, maturity, and market sector to minimize market risks and align with the liquidity needs of their institution. Liquidity should be assessed on an ongoing basis to address the diversification needs of the Component.

TSUS recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. This risk is controlled through portfolio diversification.

Diversification shall be considered within major market sectors so that various industries, maturities, markets, domestic and international factors are considered within the portfolio.

A. ~~OPERATING~~ SHORT-TERM AND LONG-TERM FUNDS (Refer to Appendix A) -

The allocation ranges for the ~~Short-Term and Long-Term Operating~~ Funds Portfolio are as follows:

	Allocation Range
US Treasuries	0-100%
US Agencies and Instrumentalities	0-100%
Mortgage backed securities	0-100%
Certificates of Deposit	0-100%
Repurchase Agreements	0-100%
Flex per bond issue	0-100%
Local Government Investment Pools	0-100%
No Load Money Market Funds	0-100% 0 - 15% of monthly average fund balance
Ownership in the fund	maximum 10%
Ownership in one fund in portfolio	maximum 40%
Commercial Paper	0-100%
Bankers acceptances	0-100%
Municipal debt	0-100%
Corporate debt	0-100%
Collateralized Loan Obligations	0-40%
No Load Bond mutual funds	0-60%

Comment [CF8]: Review for substance. This may need to be moved elsewhere in the policy.

Comment [CF9]: Recommend a second review of the PFIA for limitations I might not have captured

Ownership in fund	maximum 10%
Ownership in one fund in portfolio	maximum 40%

Comment [CF10]: May need to be revisited.

Short-Term Operating Funds Liquidity Construction

A minimum of 25% of the Short-Term Operating Funds should be invested in securities that are available on a daily liquidity basis to meet short-term needs.

B. LONG-TERMNON-OPERATING FUNDS SUBJECT TO THE 35% LIMITATION AS DESCRIBED IN VII.B (Refer to Appendix B)

The allocation ranges for the Long-TermNon-Operating Funds Portfolio are as follows:

Allocation Range	
Equity & Equity-Like	0-50%
Fixed Income and Fixed Income-Like	50-100%

Non-Operating Funds Liquidity Construction

~~A maximum of 50% of the total Operating Funds (Short Term and Long Term) should be invested in Non-Operating Fund investments.~~

IX. PROHIBITED INVESTMENTS AND ACTIVITIES

The following are unauthorized transactions and securities for TSUS. Any change in this list shall require amendment of this Policy and adoption by the Board.

- A. TSUS may not purchase or sell financial futures, options, interest rate swaps, or forward rate agreements.
- B. TSUS may not engage in adjusted trading or short sales.
- C. TSUS may not purchase residual interests in CMOs/REMICs, mortgages serving rights, commercial mortgage backed securities, or small business related securities (excluding Small Business Administration debentures). Specific securities that may not be purchased are:
 1. inverse CMO floaters
 2. principal only CMOs
 3. interest only CMOs
- D. TSUS may not purchase 144-A or other private placement securities not registered with the SEC.
- E. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bear no interest; collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

X. SAFEKEEPING

All securities, including collateral bought under a repurchase agreement, but excluding investment pool funds, certificates of deposit, and mutual funds, shall be settled on a delivery versus payment (DVP) basis. All securities shall be held by System Administration's or the component's depository bank, as applicable, or an independent third party custodian approved by the State of Texas. All securities will be held in the name of System Administration or the component, as applicable. No broker/dealer shall be used for safekeeping purposes.

The third party custodian of TSUS-owned assets shall be required to issue an original safekeeping trust statement to the System Administration or the component, as applicable, on a timely basis describing the specific instrument, coupon, maturity, par, CUSIP, and other pertinent information. The safekeeping receipt shall clearly identify ownership by System Administration or the component, as applicable.

XI. COLLATERALIZATION

All time and demand deposits in financial institutions shall be fully collateralized on balances in excess of federal insurance in accordance with the TSUS *Depository Funds Policy*. Depository agreements shall be executed in accordance with the Financial Institutions Resource, Recovery and Enforcement Act (FIRREA) which requires a written agreement and a resolution from the Bank Board or Bank Loan Committee.

In order to anticipate market price changes and provide additional security for all funds, the collateralization level will be maintained and monitored, at a minimum, at 102% of the value of principal and accrued interest. The pledging institution shall be contractually liable for monitoring and maintaining this margin daily.

Collateral pledged to secure deposits shall be held in the name of System Administration or the component, as applicable, by an independent financial institution outside the holding company of the depository in accordance with a safekeeping agreement signed by authorized representatives of System Administration or the component, as applicable, the depository, and the custodian. A collateral safekeeping trust statement must be issued to the component no less than monthly. All collateral shall be subject to inspection and audit by TSUS or its independent auditors.

Authorized Collateral

The following securities are the only authorized collateral for time and demand deposits:

- A. FDIC insurance coverage.
- B. Obligations of the United States, its agencies or instrumentalities, or other evidence of indebtedness of the United States guaranteed as to principal and interest, including MBS which pass the bank (volatility) test and are eligible as collateral with the Federal Reserve.
- C. Obligations, the principal and interest on which, are guaranteed or insured by the State of Texas or Texas political subdivisions having been rated no less than "A" or its equivalent) by two nationally recognized rating agencies.
- D. Obligations of any state or of a county, city or other political subdivision of a

state having been rated no less than "A" (or its equivalent) by at least one nationally recognized rating agency.

In accordance with the Depository Funds Policy, if a depository offers 'pooled collateral' as a collateral alternative, the Investment Officer shall evaluate the risk and cost of the program and provide that information to the CFO for System Administration for possible approval by the Board.

XII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

- A. If a business organization (including investment pools and investment management firms under contract) is not utilized, then the transaction requires competitive bidding by at least three broker/dealers.
- B. An "Authorized Broker/Dealer List" of financial institutions and broker/dealers authorized to do business with TSUS shall be compiled and maintained by the CFO for System Administration. All Investment Officers who invest directly will utilize the authorized list. The CFO for System Administration will provide an official list to component Investment Officers.

- C. Authorized broker/dealers will be required to conform with compliance requirements and procedures established by the CFO for System Administration to include the following:

- brokers/dealers must complete a questionnaire supplying basic firm and broker contact and delivery information,
- brokers/dealers may be affiliated with a Texas bank, designated by the New York Federal Reserve Bank as "primary dealers" or qualify as regional dealers under the Securities and Exchange Commission's "Uniform Net Capital Rule",
- brokers/dealers must be FINRA (Financial Institutions Regulatory Authority) ,
- brokers/dealers must be registered with the Texas Securities Commission, and;
- brokers/dealers must provide the written certification detailed below.

- D. Certification: A written copy of this Policy shall be presented to any firm or person seeking to engage in an Operating investment transaction with TSUS. This includes business organizations, brokers/dealers, and banks.

Nothing in this section relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with this Policy.

- E. The Qualified Representative of the business organization or the broker offering to engage in an investment transaction shall certify in writing substantially to the effect that the registered principal or broker has:
1. received and reviewed this Policy and
 2. acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between TSUS and the organization that are not authorized by this Policy except to the extent that this authorization is dependent on an analysis of the makeup of the entire portfolio or requires an interpretation of subjective portfolio standards.

Investment Officers may not acquire or otherwise obtain any investment from a person, bank or

firm that has not delivered to the CFO for System Administration this certification as confirmed by the CFO for System Administration.

XIII. INVESTMENT REPORTING AND MONITORING

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

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

The reports must:

1. describe in detail the investment position of the component on the date of the report;
2. be prepared jointly by all investment officer(s) of the component;
3. be signed by each investment officer(s) of the component;
4. contain a summary statement of each pooled fund group that states the:
 - (a) beginning market value (defined as trade date with accruals) for the reporting period;
 - (b) ending market value (defined as trade date with accruals) for the period; and
 - (c) fully accrued interest for the reporting period;
5. state the book value and market value of each separately invested asset at the end of the reporting period categorized by the type of asset and fund type invested;
6. state the maturity date of each separately invested asset that has a maturity date (liquid positions will carry next day end dates);
7. state the account, fund or portfolio for which the investment was acquired; and
8. state the compliance of the investment portfolio of the component as it relates to:
 - (a) the investment strategy expressed in this Policy; and
 - (b) relevant provisions of the Act.
9. state the performance investment return in comparison to the established benchmarks as established by this Policy. Investment returns are to be calculated net of fees, using the performance reporting methodology found in the Global Investment Performance Standards Handbook published under the guidance of the CFA Institute <http://www.cfainstitute.org/ethics/codes/gipsstandards/Pages/index.aspx>

The Global Investment Performance Standards (GIPS Standards) is a set of standardized, industry-wide ethical principles that provides guidance on how to calculate and report investment results.

Market prices are to be obtained from an independent, published source such as the Wall Street Journal, a custodian bank, and/or through a contractual arrangement with a pricing service. MBS prices are not to be obtained from broker/dealers having sold TSUS the MBS.

XIV. BENCHMARKS

The performance of each TSUS component will be measured against a customized

blended index. The index will be developed and reviewed each November by a committee of three TSUS Investment Officers or their appointed representatives in consultation with the Investment Consultant. All performance returns shall be stated net of investment management fees. Other applicable indexes matching the specific allocation of the funds (for example international mutual funds or equities) shall be detailed in the component's procedures and included on all monthly and quarterly reporting as a benchmark for these investments.

XV. AUDITS

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

XVI. INVESTMENT POLICY ADOPTION AND CERTIFICATION

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

APPENDIX A
AUTHORIZED INVESTMENTS FOR SHORT-TERM AND LONG-TERM FUNDS

1. AUTHORIZED INVESTMENTS: OBLIGATIONS OF, OR GUARANTEED BY GOVERNMENTAL ENTITIES.

(a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

- (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- (2) direct obligations of this state or its agencies and instrumentalities;
- (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
- (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
- (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and
- (6) bonds issued, assumed, or guaranteed by the State of Israel.

(b) The following are not authorized investments under this section:

- (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

2. AUTHORIZED INVESTMENTS: CERTIFICATES OF DEPOSIT AND SHARE CERTIFICATES.

(a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

- (1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
- (2) secured by obligations that are described in 1(a) above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described in 1(b) above; or
- (3) secured in any other manner and amount provided by law for deposits of the investing entity.

(b) In addition to the authority to invest funds in certificates of deposit under 2)a) above, an investment in certificates of deposit made in accordance with the following conditions is an

Comment [CF11]: For ease of editing the policy to conform to the Board's wishes to limit participation under PP, I copied the list of authorized investments verbatim from the PFIA. This appendix needs to be reviewed to remove citations embedded from copying verbatim from PFIA. The real issue is: can we just list the investments without the corresponding PFIA constraints?

Comment [CF12]: This is an example of where I removed the citation embedded in PFIA per my comment above

Comment [CF13]: Ditto

authorized investment:

- (1) the funds are invested by an investing entity through:
 - (A) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity; or
 - (B) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;
- (2) the broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;
- (3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- (4) the investing entity appoints the depository institution selected by the investing entity under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

Comment [CF14]: ?

3. AUTHORIZED INVESTMENTS: REPURCHASE AGREEMENTS.

(a) A fully collateralized repurchase agreement is an authorized investment under this subchapter if the repurchase agreement:

- (1) has a defined termination date;
- (2) is secured by a combination of cash and obligations described in by 1(a)(1); and
- (3) requires the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and
- (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

(b) In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

(c) Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

(d) Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

4. AUTHORIZED INVESTMENTS: SECURITIES LENDING PROGRAM.

(a) A securities lending program is an authorized investment under this subchapter if it meets the conditions provided by this section.

(b) To qualify as an authorized investment under this subchapter:

(1) the value of securities loaned under the program must be not less than 100 percent collateralized, including accrued income;

(2) a loan made under the program must allow for termination at any time;

(3) a loan made under the program must be secured by:

(A) pledged securities described in by Section 2256.009;

(B) pledged irrevocable letters of credit issued by a bank that is:

(i) organized and existing under the laws of the United States or any other state; and

(ii) continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or

(C) cash invested in accordance with Section:

(i) 2256.009;

(ii) 2256.013;

(iii) 2256.014; or

(iv) 2256.016;

Comment [CF15]: Not sure how to resolve

(4) the terms of a loan made under the program must require that the securities being held as collateral be:

(A) pledged to the investing entity;

(B) held in the investing entity's name; and

(C) deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity;

(5) a loan made under the program must be placed through:

(A) a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003; or

(B) a financial institution doing business in this state; and

(6) an agreement to lend securities that is executed under this section must have a term of one year or less.

Comment [CF16]: Not sure how to resolve

5. AUTHORIZED INVESTMENTS: BANKER'S ACCEPTANCES.

A bankers' acceptance is an authorized investment under this subchapter if the bankers' acceptance:

(1) has a stated maturity of 270 days or fewer from the date of its issuance;

(2) will be, in accordance with its terms, liquidated in full at maturity;

(3) is eligible for collateral for borrowing from a Federal Reserve Bank; and

(4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

6. AUTHORIZED INVESTMENTS: COMMERCIAL PAPER.

Commercial paper is an authorized investment under this subchapter if the commercial paper:

- (1) has a stated maturity of 270 days or fewer from the date of its issuance; and
- (2) is rated not less than A-1 or P-1 or an equivalent rating by at least:
 - (A) two nationally recognized credit rating agencies; or
 - (B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

7. AUTHORIZED INVESTMENTS: MUTUAL FUNDS.

(a) A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:

- (1) is registered with and regulated by the Securities and Exchange Commission;
- (2) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);
- (3) has a dollar-weighted average stated maturity of 90 days or fewer; and
- (4) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.

(b) In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:

- (1) is registered with the Securities and Exchange Commission;
- (2) has an average weighted maturity of less than two years;
- (3) is invested exclusively in obligations approved by this subchapter;
- (4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
- (5) conforms to the requirements set forth in Sections 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

(c) An entity is not authorized by this section to:

- (1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);
- (2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or
- (3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

8. AUTHORIZED INVESTMENTS: GUARANTEED INVESTMENT CONTRACTS.

(a) A guaranteed investment contract is an authorized investment for bond proceeds under this subchapter if the guaranteed investment contract:

- (1) has a defined termination date;
- (2) is secured by obligations described by Section 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and
- (3) is pledged to the entity and deposited with the entity or with a third party selected and

approved by the entity.

(b) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this subchapter in a guaranteed investment contract with a term of longer than five years from the date of issuance of the bonds.

(c) To be eligible as an authorized investment:

(1) the governing body of the entity must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;

(2) the entity must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;

(3) the entity must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

(4) the price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and

(5) the provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

9. AUTHORIZED INVESTMENTS: INVESTMENT POOLS.

(a) An entity may invest its funds and funds under its control through an eligible investment pool if the governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by this subchapter. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

(b) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

(1) the types of investments in which money is allowed to be invested;

(2) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;

(3) the maximum stated maturity date any investment security within the portfolio has;

(4) the objectives of the pool;

(5) the size of the pool;

(6) the names of the members of the advisory board of the pool and the dates their terms expire;

(7) the custodian bank that will safekeep the pool's assets;

(8) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;

(9) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

(10) the name and address of the independent auditor of the pool;

(11) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and

(12) the performance history of the pool, including yield, average dollar-weighted maturities,

and expense ratios.

(c) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity:

(1) investment transaction confirmations; and

(2) a monthly report that contains, at a minimum, the following information:

(A) the types and percentage breakdown of securities in which the pool is invested;

(B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;

(C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;

(D) the book value versus the market value of the pool's portfolio, using amortized cost valuation;

(E) the size of the pool;

(F) the number of participants in the pool;

(G) the custodian bank that is safekeeping the assets of the pool;

(H) a listing of daily transaction activity of the entity participating in the pool;

(I) the yield and expense ratio of the pool, including a statement regarding how yield is calculated;

(J) the portfolio managers of the pool; and

(K) any changes or addenda to the offering circular.

(d) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

(e) In this section, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

(f) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool created to function as a money market mutual fund shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.

(g) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed:

(1) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or

(2) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

(h) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this

chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

(i) If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Subsections (b), (c)(2), and (f) must be posted on the website.

(j) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

(k) If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

NOTE: RATING OF CERTAIN INVESTMENT POOLS.

A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

10. AUTHORIZED INVESTMENTS: cash management and fixed income funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f));

11. AUTHORIZED INVESTMENTS: negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency; and

12. AUTHORIZED INVESTMENTS: corporate bonds, debentures, or similar debt obligations rated by a nationally recognized investment rating firm in one of the two highest long-term rating categories, without regard to gradations within those categories.

APPENDIX B
AUTHORIZED INVESTMENTS UNDER THE "PRUDENT PERSON STANDARD"
(SUBJECT TO LIMITATIONS)

A TSUS component may invest up to 35% of the market value of its Long-Term Funds portfolio in investments in this Appendix. The 35% limitation shall be measured against the ending market value of the Long-Term Funds portfolio exclusive of bond proceeds as presented in the preceding quarter's investment report presented to the Board of Regents. Components are not required to participate in these options. No change to the authorized list can be made until this Policy is reviewed, amended, and adopted by the Board.

Comment [CF17]: Per Bill's comments

1. Obligations of the US Government, or its agencies and instrumentalities, direct obligations of this state or its agencies and instrumentalities, collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or an instrumentality of the United States, other obligations the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality or nationally recognized investment rating firm not less than Investment Grade A- or its equivalent, and bonds issued, assumed, or guaranteed by the State of Israel. This includes collateralized mortgage obligations and excludes letters of credit with a maximum stated final maturity of five (5) years. Collateralized mortgage obligations may have a stated final maturity of ten years but an expected life of no more than five (5) years. The aggregate investment in all types of mortgage-backed securities shall not exceed 25% of the total portfolio.
2. Certificates of deposit issued by a state or national bank, a savings bank, or a state or federal credit union domiciled in this state, and guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor. The Certificate of Deposit must be secured by obligations that are consistent with section VII A.1, including mortgage backed securities directly issued by a federal agency or instruments that have a market value of not less than the principal amount of the certificates, but excluding the mortgage backed securities listed in section IX, E, or secured in any other manner and amount provided by law for deposits of the investing entity. Maximum allowable stated maturity for certificates of deposit is 12 months Investments in Federally insured or collateralized certificates of deposit through Texas banks or through Texas broker- dealers shown in Section XII.B of this Policy, provided that they are acquired, under the terms of an executed collateral agreement in accordance with FIRREA, collateralized in compliance with this Policy, to include the CDARS program, and not to exceed 12 months to stated maturity.
3. Commercial paper with a stated final maturity not to exceed 270 days from the date of issuance rated A-1 or P-1 or equivalent by at least two nationally recognized rating agencies, or: Rated not less than A-1 or P-1 or an equivalent by one nationally recognized rating agency plus fully secured by an irrevocable letter of credit issued by a domestic bank.
4. Prime bankers acceptances must have a stated maturity of 270 days or fewer from the date of issuance, will be liquidated in full at maturity, and is eligible as collateral from a Federal Reserve Bank. Bank or bank holding company short- term obligations must be rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit

Comment [CF18]: Items 1-14 were moved from a previous section. These items were part of the prudent person investment changes made in Nov 2014. These investments are similar to PFIA investments except for the ratings and/or maturity dates.

rating agency.

5. Taxable or non-taxable governmental and municipal securities rated not less than Investment Grade A- or equivalent by at least one nationally recognized rating organization with a stated final maturity not to exceed three (3) years.
 6. Corporate bonds, debentures, or similar debt obligations rated not less than Investment Grade A- or equivalent by at least one nationally recognized investment rating organization, with a maximum stated final maturity of three (3) years.
 7. SEC-registered, money market mutual funds which have as an investment objective the maintenance of a stable net asset value (NAV) of \$1 for each share, and have a dollar-weighted average stated maturity of 90 days or fewer. The investing entity must be provided a prospectus and other documentation as required by the SEC. In the event of SEC rules changes impacting the NAV of \$1 the NAV of \$1 requirement for money market mutual funds is waived.
 8. Constant dollar, Texas local government investment pools continuously rated AAA by at least one nationally recognized rating service and approved by resolution of the Board.
 9. No load money market mutual funds which are registered with and regulated by the SEC, and have a dollar-weighted average stated maturity of less than three years, and must conform to the requirements of this Policy. Maximum aggregate position size of these mutual funds is 100% of the Average Monthly Fund Balance excluding the dollar amounts of funds held for bond proceeds, reserves, and debt service. Investment in the fund can not constitute 10 % or more of the fund's total assets under management, and no fund can represent more than 40% of the Operating (Short Term) Fund portfolio.
 10. Fully collateralized repurchase agreements with a defined termination date, secured by a combination of cash and obligations of the United States or its agencies and instrumentalities in accordance with this Policy, with securities purchased by or cash held by System Administration or the component, as applicable, to be pledged to System Administration or the component, as applicable, held in the name of System Administration or the component, as applicable, and deposited at the time the investment is made with System Administration or the component, as applicable, or with a third party selected and approved by the CFO for System Administration under the terms of a SIFMA Bond Market Master Repurchase Agreement, and placed through a primary government securities dealer, or a financial institution doing business in the state.
- The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received through a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.
- A flex repurchase agreement may be used for bond funds with a stated maturity not to exceed the anticipated expenditure plan of the funds.
11. Interest bearing accounts in banks doing business in Texas held for investment purposes only.

12. Cash management and fixed income funds sponsored by organizations exempt from federal income taxation under section 501(f), Internal Revenue Code of 1986 (26 U.S. C. Section 501(f)).

13. Eligible investment pools. Must be continuously rated not less than A or A- or equivalent by at least one nationally recognized rating organization. An investment pool authorized by the Board must invest the funds it receives from TSUS as permitted by this Policy. An investment pool may invest its funds in money market mutual funds to the extent permitted by this Policy. The weighted average maturity of the portfolio is limited to 60 days calculated using the reset date for variable rate notes ("VRNs") and 90 days or fewer using the final maturity date for VRNs with the maximum maturity for any individual security in the portfolio not exceeding 397 days for fixed rate securities and 24 months for VRNs.

14. A professionally managed portfolio of Bank Loans, Collateralized Loan Obligations (CLO's) and/or other floating rate securities with a Fixed Spread to a benchmark rate (such as LIBOR) and rate resets periods of no more than 90 days. These securities must be rated no lower than A- or equivalent by at least one nationally recognized rating service and have a weighted average life of three (3) years or less. Asset-backed Securities other than CLO's and Bank Loans must be backed by the full faith and credit of the US Government.

Fixed Income:

1. Obligations of the US Government or its agencies and instrumentalities, including mortgage backed securities and excluding letters of credit. Only collateralized mortgage obligations (CMOs) backed by pools of mortgages guaranteed by the full faith and credit of the U.S. Government or an agency thereof will be used.
2. Federally insured or collateralized certificates with banks doing business in Texas, under the terms of an executed collateral agreement, in accordance with FIRREA, collateralized in accordance with this Policy.
3. The CDARS program through a Texas bank, not to exceed thirty-six(36) months to stated maturity.
4. Negotiable certificates of deposit issued by a bank within a holding company with a commercial paper rating of A1/P1 or equivalent by two nationally recognized credit rating agencies or an S&L in two highest rating categories by a recognized rating agency with a maximum maturity of twenty-four (24) months.
5. Commercial Paper rated A1/P1 or equivalent by two nationally recognized rating agencies and a stated final maturity no longer than 270 days.
6. Taxable or non-taxable governmental and municipal (state and local) securities rated not less than A- or equivalent by two nationally recognized rating organizations. Split rated securities will be governed by the lower rating. No more than 20% of the portfolio may be invested in SEC Registered, US Dollar denominated, and US Government backed securities issued by foreign governments (Brady Bonds). No investments are allowed in foreign currency denominated government bonds, any type of foreign corporate bonds (including both US Dollar denominated securities, referred to as Yankee Bonds, and foreign ordinary bonds) or any other foreign securities are not expressly allowed.
7. a) Domestic Fixed Income Portfolios – Barclays: Domestic Fixed Income Core Managers.

Comment [CF19]: This section was moved. Not sure why it didn't appear in green text.

defined as managers benchmarked against the Barclay's Aggregate Index: Domestic Investment Grade Corporate Bonds, shall maintain an Investment Grade average A- with no more than 20% of the portfolio invested below investment grade. Non-rated paper will be considered to carry the rating of similar bond issues by the same issuer, if other issues have ratings. The fixed income portfolio may not have more than 40% in corporate bonds with no more than 10% of the corporate bond portfolio invested in a single issuer, and with not more than 5% invested in a single issue. The corporate bond allocation shall be well diversified with no more than 25% of this corporate sector invested in any one economic sector.

b) Domestic Fixed Income Portfolios – Other: Domestic Fixed Income Managers, defined as Corporate Only bond portfolios, or Government and Corporate portfolios NOT benchmarked against the Barclay's Aggregate Index: Domestic Investment Grade Corporate Bonds, shall maintain an Investment Grade average A- with no more than 20% of the Long-Term Funds portfolio invested below investment grade. Non-rated paper will be considered to carry the rating of similar bond issues by the same issuer, if other issues have ratings. The Long-Term Funds fixed income portfolio may not have more than 10% invested in a single non-government or government backed agency issuer, and with not more than 5% invested in a single issue. The corporate bond allocation shall be well-diversified with no more than 25% of the corporate sector invested in any one economic sector.

c) Global Fixed Income Portfolios: Global Fixed Income Core Managers, defined as managers investing in U.S. and non-U.S. bonds benchmarked against the Barclay's Global Aggregate Index or other equivalent diversified Global Bond Index: Domestic Investment Grade Corporate Bonds, shall maintain a minimum credit quality of Investment Grade A-. The fixed income portfolio may not have more than 10% invested in a single non-government or government backed agency issuer, and with not more than 5% invested in a single issue. The portfolio may be invested in SEC Registered, US Dollar denominated, and US Government backed securities issued by foreign governments (Brady Bonds). Investments in foreign currency denominated government and corporate bonds are allowed for Developed Country Bonds only (defined as EAFE Countries only). Foreign corporate bonds from non-EAFE countries are permissible so long as they are US Dollar denominated securities, referred to as Yankee Bonds. The corporate bond allocation shall be well diversified by Country and economic sector, with no more than 40% in a non-US country, and no more than 25% of the corporate sector invested in any one economic sector. The Global Bond allocation may not exceed 20% of the total Long-Term Funds portfolio.

8. Fixed income funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f)).

9. SEC-registered money market mutual funds which have as an investment objective the maintenance of a stable net asset value (NAV) of \$1 for each share. In the event of SEC rule changes impacting the NAV of \$1, the NAV \$1 requirement for money market mutual funds is waived.

10. No-load, SEC registered, ultra-short, short and intermediate, fixed income mutual funds invested in obligations approved by this Policy. No Mutual Fund will comprise more than 40% of the Fixed Income portion of the portfolio.

11. Fully collateralized repurchase agreements with a defined termination date, secured by obligations of the United States or its agencies and instrumentalities, under the terms of a SIFMA Bond Market Master Repurchase Agreement, and placed through a primary

government securities dealer.

12. REITS that have fixed income-like characteristics.

13. Commercial Backed securities and Asset Backed securities are allowable investments as long as they meet the quality requirements of this section, and cannot exceed 20% of the fixed income portfolio.

14. Bank Loans, Collateralized Loan Obligations (CLO's) and other floating rate securities with a Fixed Spread to a benchmark rate (such as LIBOR) and rate resets periods of no more than 90 days. A portfolio of these securities must maintain an Investment Grade A- average.

15. MLPs that have fixed income-like characteristics.

16. Use of derivatives is allowed as long as the investment (as structured) does not expose the Long-Term Funds portfolio to risk of loss outside the actual invested amount.

Equity:

NOTE: Components must retain an Investment Consultant to invest in Equity and Equity Like investments as described below. Agency Funds and Bond Funds may not be invested in Equity and Equity Like investments.

17. Equity Securities: Permissible investments in equity securities are as follows:

- a. Common and Preferred Stock of domestic corporations with a market capitalization of at least \$250 million at time of purchase.
- b. REITS that have equity-like characteristics.
- c. Invest in only marketable securities.
- d. No position in any one company to exceed 10% of the equity portfolio as measured at market values.
- e. Include at a minimum 20 names per portfolio to provide adequate diversification.
- f. No purchase shall cause a position in the portfolio to exceed 10% of the outstanding voting shares of the company or invest with the intent of controlling management.
- g. Invest no more than 40% of the Equity portfolio in any one economic sector, or 2.5x the relevant benchmark sector weight, whichever is less.
- h. International equities shall be limited to no more than 25% of the portfolio (excluding American Depositary Receipts).
- i. Maintain appropriate diversification with respect to currency and country exposure for international equities, and:
- j. No-load, SEC registered, equity mutual funds invested in securities approved by this Policy. No Mutual Fund can comprise more than 40% of the Equity portion of the portfolio.
- k. Equity funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f)).
- l. Investment Managers may invest with managers who utilize derivatives, short sales, futures, options, private placements, limited partnerships, and otherwise prohibited investments and instruments as long as the investment (as structured) does not expose the Component to risk of loss outside the actual invested amount, and the investments are supervised by an investment manager (no direct purchases). Where possible, fund of funds (i.e., funds that invest in other funds), and pools are vehicles of choice for alternative investments as they can provide for more diversification and additional layers of oversight. These investments, in total cannot comprise more than 20 % of the Component's portfolio. Private Placements are

allowed as long as the Component meets regulatory qualifications and no single issuer can represent more than 10% of the portfolio, with no single issue representing more than 5% of the portfolio.

Other:

481. Hybrid Securities, such as but not limited to Convertible Securities, REITs, and MLPs which can exhibit equity or fixed income characteristics (or both) will be characterized as Equity (or Equity Like) or Fixed Income (or Fixed Income Like) based on the characteristics of the portfolio, including standard deviation (for risk) and expected return.

492. Investment Managers with oversight responsibilities over Other Investments may invest with managers who utilize derivatives, short sales, futures, options, private placements, limited partnerships, and otherwise prohibited investments and instruments as long as the investment (as structured) does not expose the Component to risk of loss outside the actual invested amount, and the investments are supervised by an investment manager (no direct purchases). Where possible, fund of funds (i.e., funds that invest in other funds), and pools are vehicles of choice for alternative investments as they can provide for more diversification and additional layers of oversight. These investments, in total cannot comprise more than 20 % of the Component's portfolio. Private Placements are allowed as long as the Component meets regulatory qualifications and no single issuer can represent more than 10% of the portfolio, with no single issue representing more than 5% of the portfolio.

**Texas State University System
Finance and Audit**

CONSENT ITEMS

13. TSUS: CONSENT: Statements of Budgeted Fund Balances
14. TSUS: CONSENT: Operating Budget Adjustments
15. TSUS: CONSENT: Quarterly Investment Report
16. TSUS: CONSENT: Status of Implementation of Audit Recommendations

TSUS: Statement of Budgeted Fund Balances

TEXAS STATE UNIVERSITY SYSTEM

STATEMENT OF BUDGETED FUND BALANCES

EXPLANATION OF INFORMATION CONTAINED IN THE STATEMENT

COLUMN 1

Description of fund balances by fund group and source of funds.

COLUMN 2

Fund balances as reported in the Annual Financial Report.

COLUMN 3

Fund balances included as a source of support for the 2014 fiscal year operating budget approved by the Board of Regents.

COLUMN 4

Additional Board of Regents approved usage of available beginning fund balances.

COLUMN 5

Net available fund balances. {Column 2 minus Columns 3 and 4}

UNRESTRICTED CURRENT FUND BALANCES

Funds representing the net accumulation, over the years, of the excess of current funds revenues over current funds expenditures and transfers. It is available for future operating purposes or any other use determined by the Board to the extent that the total fund balance exceeds the amount reported as Reserved.

COLUMN 6

Reservations for third party claims that have not materialized as liabilities against resources and the existence of assets that, because of their non-monetary nature or lack of liquidity, represent financial resources not available for current appropriation or expenditure.

TEXAS STATE UNIVERSITY SYSTEM
STATEMENT OF BUDGETED FUND BALANCES
EXPLANATION OF INFORMATION CONTAINED IN THE STATEMENT
(concluded)

Examples of reserved fund balances:

Reserve for Encumbrances
Reserve for Accounts Receivable
Reserve for Inventories
And Etc.

COLUMN 7

The allocation of the Unreserved Fund Balances represents managements' decision to assign tentative resources for definite plans and/or usages. It is within management's prerogative to change allocations and/or to designate these resources as unallocated.

COLUMN 8

The Unallocated balance of the Unreserved Fund Balances is the balance after considering the Reserved and Allocated designations.

NON-CURRENT FUNDS

Fund groups not available for current operating needs are classified as Non-current Funds. It should be noted that these funds are not included in the annual operating budgets that are approved by the Board.

COLUMN 9

Quasi-Endowments are funds functioning as endowments and are created by the Board of Regents. The funds, generally derived from current funds, are retained and invested for use to satisfy specific purposes. As a general rule these funds can be unendowed by the Board and returned to their status as a current fund.

Plant Funds are used to account for financial activities related to the institutions fixed assets. Fund balances within the Plant Funds are comprised primarily of Net Investment in Plant, funds held for the Retirement of Indebtedness, and funds needed to complete current construction contracts. Institutions may hold funds for anticipated or scheduled (projected) building projects. The institutions may revert these funds to current operating funds for utilization for operating purposes.

TEXAS STATE UNIVERSITY SYSTEM
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2014 THROUGH NOVEMBER 30, 2014

DESCRIPTION	AVAILABLE BALANCE 9/1/2014	BUDGETED		AVAILABLE BALANCE 12/31/2014	RESERVED	UNRESERVED		RESTRICTED
		ORIGINAL	SUPPLEMENTAL			ALLOCATED	UNALLOCATED	
EDUCATIONAL & GENERAL								
TOTAL E&G	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DESIGNATED								
Other Income	4,993,444.95			5,074,689.31		5,074,689.31		
TOTAL DESIGNATED	4,993,444.95	0.00	0.00	5,074,689.31	0.00	5,074,689.31	0.00	0.00
AUXILIARY								
				0.00		0.00		
TOTAL AUXILIARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENDOWMENT AND SIMILAR FUNDS								
	7,652,706.05			7,652,706.05				7,652,706.05
TOTAL ENDOWMENT AND SIMILAR FUNDS	7,652,706.05	0.00	0.00	7,652,706.05	0.00	0.00	0.00	7,652,706.05
PLANT FUNDS								
Invested in Capital Assets, Capital Projects	(842,301,608.28) (6,301,027.02)			(842,301,608.28) 25,390,065.63				(842,301,608.28) 25,390,065.63
TOTAL PLANT FUNDS	(848,602,635.30)	0.00	0.00	(816,911,542.65)	0.00	0.00	0.00	(816,911,542.65)
TOTAL ALL FUNDS	(835,956,484.30)	0.00	0.00	(804,184,147.29)	0.00	5,074,689.31	0.00	(809,258,836.60)

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

DESCRIPTION	AVAILABLE BALANCE 9/1/2014	BUDGETED		AVAILABLE BALANCE 12/31/2014	RESERVED	UNRESERVED		RESTRICTED
		ORIGINAL	SUPPLEMENTAL			ALLOCATED	UNALLOCATED	
EDUCATIONAL & GENERAL								
Dedicated GR Funds	31,843.75			31,843.75	31,843.75			
THECB Nursing Shortage	203,324.46			203,324.46	203,324.46			
HEAF	762,822.15			762,822.15			762,822.15	
TOTAL E&G	997,990.36	0.00	0.00	997,990.36	235,168.21	0.00	762,822.15	0.00
DESIGNATED								
Designated Tuition	7,288,614.50			7,288,614.50	1,332,316.24		5,956,298.26	
Information Technology	3,232,977.18			3,232,977.18	2,550,000.00		682,977.18	
Library Fees	211,909.53			211,909.53		211,909.53		
All Other Fees	736,855.76			736,855.76		736,855.76		
Distance Education	(21,404.42)			(21,404.42)			(21,404.42)	
Sales and Services	480,343.01			480,343.01		480,343.01		
Institutional Scholarships	7,426,664.46			7,426,664.46				7,426,664.46
Other Income	2,069,405.01			2,069,405.01		2,069,405.01		
TOTAL DESIGNATED	21,425,365.03	0.00	0.00	21,425,365.03	3,882,316.24	3,498,513.31	6,617,871.02	7,426,664.46
AUXILIARY								
Student Service Fees	(1,750,867.25)			(1,750,867.25)				
Medical Service Fees	303,566.37			303,566.37		303,566.37		
Student Center Fees	1,018,844.13			1,018,844.13		236,920.60		
Bookstore	2,015,086.23			2,015,086.23			2,015,086.23	
Parking	625,611.39			625,611.39		625,611.39		
Food Service	1,768,137.39			1,768,137.39			1,768,137.39	
Student Housing	4,521,247.41			4,521,247.41	4,521,247.41			
Montagne Center	(3,392,097.18)			(3,392,097.18)				
Athletic Fee	(5,941,491.58)			(5,941,491.58)				
Auxiliary Donation	1,034,993.67			1,034,993.67	1,034,993.67			
Other	476,031.04			476,031.04		476,031.04		
TOTAL AUXILIARY	679,061.62	0.00	0.00	679,061.62	5,556,241.08	1,642,129.40	3,783,223.62	0.00
RESTRICTED CURRENT FUNDS								
	8,506,165.45			8,506,165.45				8,506,165.45
LOAN FUNDS								
	1,385,796.75			1,385,796.75				1,385,796.75
ENDOWMENT AND SIMILAR FUNDS								
	19,791,400.45			19,791,400.45				19,791,400.45
PLANT FUNDS								
Administration Building	5,003,419.76			5,003,419.76		5,003,419.76		
General Construction	1,920,382.41			1,920,382.41		1,920,382.41		
Series 2013 Energy Bond	2,763,571.73			2,763,571.73		2,763,571.73		
HEAF - Construction	9,933,024.54			9,933,024.54	0.00	9,933,024.54	0.00	
TOTAL PLANT FUNDS	19,620,398.44	0.00	0.00	19,620,398.44	0.00	19,620,398.44	0.00	0.00
TOTAL ALL FUNDS	72,406,178.10	0.00	0.00	72,406,178.10	9,673,725.53	24,761,041.15	11,163,916.79	37,110,027.11

SAM HOUSTON STATE UNIVERSITY
STATEMENT OF CHANGES IN BUDGETED FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2014 - November 30, 2014

DESCRIPTION	AVAILABLE BALANCE 9/1/2014	BUDGETED		AVAILABLE BALANCE 11/30/2014	RESERVED	CURRENT FUNDS		NON-CURRENT FUNDS RESTRICTED
		ORIGINAL	SUPPLEMENTAL			UNRESERVED ALLOCATED	UNALLOCATED	
EDUCATIONAL & GENERAL								
Fund 259	\$ 216,701	\$ -	\$ -	\$ 216,701	\$ -	\$ 216,701	\$ -	\$ -
LEMIT	2,055,940	-	-	2,055,940	-	2,055,940	-	-
CMIT	-	-	-	-	-	-	-	-
HEAF	6,958,942	-	-	6,958,942	-	6,958,942	-	-
TOTAL E&G	\$ 9,231,584	\$ -	\$ -	\$ 9,231,584	\$ -	\$ 9,231,584	\$ -	\$ -
DESIGNATED								
Designated Tuition	\$ 325,140	\$ -	\$ 20,122	\$ 305,018	\$ -	\$ 305,018	\$ -	\$ -
Course Fees	9,050	-	-	9,050	-	9,050	-	-
Computer Use Fees	1,284,859	-	-	1,284,859	-	1,284,859	-	-
Advisement Fees	1,258,572	-	96,000	1,162,572	-	1,162,572	-	-
Library Fees	357,375	-	-	357,375	-	357,375	-	-
Recreation Fees	491,150	-	-	491,150	-	491,150	-	-
All Other Fees	3,939,512	-	116,000	3,823,512	-	3,823,512	-	-
Indirect Cost Recovery	2,179,355	-	-	2,179,355	-	2,179,355	-	-
Continuing Education	-	-	-	-	-	-	-	-
Sales and Services	5,587,957	-	808,201	4,779,756	-	4,779,756	-	-
Investment Income	-	-	-	-	-	-	-	-
Other Income	5,662,123	-	-	5,662,123	-	5,662,123	-	-
TOTAL DESIGNATED	\$ 21,095,094	\$ -	\$ 1,040,323	\$ 20,054,770	\$ -	\$ 20,054,770	\$ -	\$ -
AUXILIARY								
Student Service Fees	\$ 1,723,914	\$ -	\$ -	\$ 1,723,914	\$ -	\$ 1,723,914	\$ -	\$ -
Medical Service Fees	941,424	-	-	941,424	-	941,424	-	-
Student Center Fees	473,685	-	-	473,685	-	473,685	-	-
Athletics Student Service Fees	1,227,388	-	100,000	1,127,388	-	1,127,388	-	-
Recreational Sports Fees	-	-	-	-	-	-	-	-
Other Student Fees	-	-	-	-	-	-	-	-
Food Service	1,449,556	-	-	1,449,556	-	1,449,556	-	-
Housing	1,178,072	-	-	1,178,072	-	1,178,072	-	-
Other Sales and Services	23,639,489	-	155,245	23,484,244	-	23,484,244	-	-
Investment Income	608,700	-	-	608,700	-	608,700	-	-
TOTAL AUXILIARY	\$ 31,242,229	\$ -	\$ 255,245	\$ 30,986,984	\$ -	\$ 30,986,984	\$ -	\$ -
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	\$ 7,251,022	\$ -	\$ -	\$ 7,251,022	\$ -	\$ -	\$ -	\$ 7,251,022
PLANT FUNDS								
HEAF	\$ 132,679	\$ -	\$ -	\$ 132,679	\$ -	\$ -	\$ -	\$ 132,679
Tuition Revenue Bonds	-	-	-	-	-	-	-	-
Current Building Projects	35,301,352	-	-	35,301,352	-	-	-	35,301,352
Projected Building Projects	-	-	-	-	-	-	-	-
TOTAL PLANT FUNDS	\$ 35,434,032	\$ -	\$ -	\$ 35,434,032	\$ -	\$ -	\$ -	\$ 35,434,032
TOTAL ALL FUNDS	\$ 104,253,960	\$ -	\$ 1,295,568	\$ 102,958,391	\$ -	\$ 60,273,338	\$ -	\$ 42,685,054

SUL ROSS STATE UNIVERSITY-COMBINED
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2014 THROUGH NOVEMBER 30, 2014

DESCRIPTION	AVAILABLE BALANCE 9/1/2014	BUDGETED ORIGINAL	SUPPLEMENTAL	AVAILABLE BALANCE 11/30/2014	RESERVED	RESTRICTED	UNRESERVED ALLOCATED	UNALLOCATED
EDUCATIONAL & GENERAL								
Fund 262	141,579.34		-	141,579.34	141,579.34			
HEAF	3,043,234.18			3,043,234.18	3,043,234.18			
TOTAL E&G	3,184,813.52	-	-	3,184,813.52	3,184,813.52	-	-	-
DESIGNATED								
Designated Tuition	1,631,506.00	710,580.00	-	920,926.00		920,926.00		
Course Fees	1,561.98	-		1,561.98		1,561.98		
Computer Use Fees	334,459.44	-		334,459.44		334,459.44		
Advisement Fees				-	-	-		
Library Fees	93,214.24			93,214.24	-	93,214.24		
Recreation Fees				-	-	-		
All other Fees	1,732,722.74	-		1,732,722.74		1,732,722.74		
Indirect cost recovery	589,820.22			589,820.22		589,820.22		
Continuing Education	31,773.88			31,773.88		31,773.88		
Sales and Services				-		-		
Investment Income				-		-		
Other Income	3,709,246.07			3,709,246.07		3,709,246.07		
TOTAL DESIGNATED	8,124,304.57	710,580.00	-	7,413,724.57	-	7,413,724.57	-	-
AUXILIARY								
Student Service Fees	715,038.03	151,102.00	-	563,936.03		563,936.03		
Medical Service Fees	112,716.07	-		112,716.07		112,716.07		
Student Center Fees	(108,423.87)		-	(108,423.87)	-	(108,423.87)		
Recreational Sports Fee	126,684.41		-	126,684.41		126,684.41		
Athletic Fee	(41,223.95)			(41,223.95)		(41,223.95)		
Other Student Fees	150,258.30		-	150,258.30		150,258.30		
Food Service				-		-		
Housing	1,375,199.40	-	-	1,375,199.40		1,375,199.40		
Other Sales and Services	-			-		-		
Investment Income				-		-		
TOTAL AUXILIARY	2,330,248.39	151,102.00	-	2,179,146.39	-	2,179,146.39	-	-
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	-			-				
PLANT FUNDS								
HEAF	5,380.80			5,380.80	-			5,380.80
Current Building Projects	-		-	-				-
Reserve for Debt Service	65,623.98	-	-	65,623.98				65,623.98
Projected Building Projects	938,440.95		-	938,440.95				938,440.95
TOTAL PLANT FUNDS	1,009,445.73	-	-	1,009,445.73	-	-	-	1,009,445.73
TOTAL ALL FUNDS	14,648,812.21	861,682.00	-	13,787,130.21	3,184,813.52	9,592,870.96	-	1,009,445.73

TEXAS STATE UNIVERSITY
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2014 THROUGH NOVEMBER 30, 2014

DESCRIPTION	AVAILABLE BALANCE 8/31/2014	BUDGETED		AVAILABLE BALANCE 11/30/2014	RESERVED	CURRENT FUNDS		NON-CURRENT FUNDS RESTRICTED
		ORIGINAL	SUPPLEMENTAL			UNRESERVED ALLOCATED	UNALLOCATED	
EDUCATIONAL & GENERAL								
Fund 260	3,425,761		1,642,153	1,783,608	1,447,358	336,249		
TOTAL E&G	3,425,761	-	1,642,153	1,783,608	1,447,358	336,249	-	-
DESIGNATED								
Designated Tuition	43,793,399		18,474,140	25,319,259	2,986,076	22,333,183		
Computer Use Fees	5,934,597		1,862,226	4,072,371	412,117	3,660,254		
Advisement Fees	2,794,051		90,000	2,704,051	12,720	2,691,331		
Library Fees	4,905,377		719,576	4,185,801	106,712	4,079,089		
All Other Fees	5,025,531		1,980,563	3,044,968	49,009	2,995,959		
Indirect Cost Recovery	3,946,687		3,700,835	245,852	96,400	149,452		
Sales and Services	15,700,763		2,015,147	13,685,616	1,480,546	12,205,070		
Service Departments	3,680,020			3,680,020	2,151,083	1,528,937		
TOTAL DESIGNATED	85,780,425	-	28,842,487	56,937,938	7,294,663	49,643,275	-	-
AUXILIARY								
Student Service Fees	4,923,828		1,385,355	3,538,473	50,568	3,487,905		
Medical Service Fees	1,928,161			1,928,161	14,703	1,913,458		
Student Center Fees	5,514,537		659,246	4,855,291	197,268	4,658,023		
Recreational Sports Fees	2,622,486		67,600	2,554,886	118,771	2,436,115		
Other Student Fees	2,482,087		20,128	2,461,959	270,296	2,191,663		
Food Service	2,217,385		800,000	1,417,385	212,755	1,204,630		
Housing	22,397,337			22,397,337	492,015	21,905,322		
Other Sales and Services	16,378,194		182,926	16,195,268	4,758,634	11,436,634		
TOTAL AUXILIARY	58,464,015	-	3,115,255	55,348,760	6,115,010	49,233,750	-	-
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	16,427,113			16,427,113				16,427,113
PLANT FUNDS								
HEAF	22,283,090	22,283,090						
Tuition Revenue Bonds	570,967		570,967					
System Revenue Bonds	76,021,573		76,021,573					
Projected Building Projects	25,661,161		25,661,161					
TOTAL PLANT FUNDS	124,536,791	22,283,090	102,253,701	-	-	-	-	-
TOTAL ALL FUNDS	288,634,105	22,283,090	135,853,596	130,497,419	14,857,031	99,213,274	-	16,427,113

LAMAR INSTITUTE OF TECHNOLOGY
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2014 THROUGH DECEMBER 31, 2014

DESCRIPTION	AVAILABLE BALANCE 09/01/14	BUDGETED		AVAILABLE BALANCE 12/31/14	RESERVED	UNRESERVED		RESTRICTED
		ORIGINAL	SUPPLEMENTAL			ALLOCATED	UNALLOCATED	
EDUCATIONAL & GENERAL								
Fund 287	\$663,435			\$663,435	\$0	\$663,435		
HEAF	9,012,331	0	0	9,012,331	9,012,331	0		
TOTAL E&G	9,675,766	0	0	9,675,766	9,012,331	663,435	0	0
DESIGNATED								
Designated Tuition	3,665,539	0	0	3,665,539	0	3,665,539		
Course Fees	0	0	0	0	0	0		
Computer Use Fees	1,117,649	0	0	1,117,649	0	1,117,649		
Advisement Fees	0	0	0	0	0	0		
Library Fees	0	0	0	0	0	0		
Recreation Fees	0	0	0	0	0	0		
All Other Fees	938,462	0	0	938,462	0	938,462		
Indirect Cost Recovery	0	0	0	0	0	0		
Continuing Education	0	0	0	0	0	0		
Sales and Services	0	0	0	0	0	0		
Investment Income	0	0	0	0	0	0		
Other Income	0	0	0	0	0	0		
TOTAL DESIGNATED	5,721,650	0	0	5,721,650	0	5,721,650	0	0
AUXILIARY								
Student Service Fees	1,279,909	0	0	1,279,909	0	1,279,909		
Medical Service Fees	0	0	0	0	0	0		
Student Center Fees	0	0	0	0	0	0		
Recreational Sports Fees	0	0	0	0	0	0		
Other Student Fees	2,140,641	0	0	2,140,641	0	2,140,641		
Food Service	0	0	0	0	0	0		
Housing	0	0	0	0	0	0		
Other Sales and Services	0	0	0	0	0	0		
Investment Income	0	0	0	0	0	0		
TOTAL AUXILIARY	3,420,550	0	0	3,420,550	0	3,420,550	0	0
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	0	0	0	0	0	0	0	0
PLANT FUNDS								
HEAF	0	0	0	0	0	0		
T.R.B	0	0	0	0	0	0		0
Other	0			0	0	0		
TOTAL PLANT FUNDS	0	0	0	0	0	0	0	0
TOTAL ALL FUNDS	\$18,817,966	\$0	\$0	\$18,817,966	\$9,012,331	\$9,805,635	\$0	\$0

Lamar State College-Orange
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2014 THROUGH NOVEMBER 30, 2014

DESCRIPTION	AVAILABLE BALANCE 9/1/2014	BUDGETED		AVAILABLE BALANCE 11/30/2014	RESERVED	UNRESERVED		RESTRICTED
		ORIGINAL	SUPPLEMENTAL			ALLOCATED	UNALLOCATED	
EDUCATIONAL & GENERAL								
Fund 285	\$ 158,137			\$ 158,137		\$ 158,137		
HEAF	2,955,077			2,955,077	\$ 2,955,077			
TOTAL E&G	3,113,214	-	-	3,113,214	2,955,077	158,137	-	-
DESIGNATED								
Designated Tuition	4,932,053			4,932,053		4,932,053		
Computer Use Fees	2,430,753	185,000		2,245,753		2,245,753		
Advisement Fees				-		-		
Library Fees	268,809	40,000		228,809		228,809		
Recreation Fees				-		-		
All Other Fees	277,073			277,073		277,073		
Indirect Cost Recovery	1,601,088			1,601,088		1,601,088		
Continuing Education/ACE	335,675	40,000	13,252	282,423		282,423		
Other Income	330,690			330,690		330,690		
TOTAL DESIGNATED	10,176,141	265,000	13,252	9,897,889	-	9,897,889	-	-
AUXILIARY								
Student Service Fees	2,312,344			2,312,344		2,312,344		
Medical Service Fees				-		-		
Student Center Fees	396,376	28,430		367,946		367,946		
Recreational Sports Fees				-		-		
Other Student Fees	281,441			281,441		281,441		
Food Service	225			225		225		
Housing				-		-		
Other Sales and Services	314,402			314,402		314,402		
Investment Income				-		-		
TOTAL AUXILIARY	3,304,787	28,430	-	3,276,357	-	3,276,357	-	-
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments				-				
PLANT FUNDS								
HEAF				-				
Current Building Projects				-				
Projected Building Projects				-				
TOTAL PLANT FUNDS	-	-	-	-	-	-	-	-
TOTAL ALL FUNDS	\$ 16,594,142	\$ 293,430	\$ 13,252	\$ 16,287,460	\$ 2,955,077	\$ 13,332,383	\$ -	\$ -

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

DESCRIPTION	AVAILABLE BALANCE	BUDGETED		AVAILABLE BALANCE	RESERVED	UNRESERVED		RESTRICTED
	09/01/14	ORIGINAL	SUPPLEMENTAL	12/31/14		ALLOCATED	UNALLOCATED	
EDUCATIONAL & GENERAL								
Fund 286	\$1,316,161			\$1,316,161	\$1,316,161			
HEAF	3,786,237	1,189,917	(133,915)	2,730,235	2,730,235			
TOTAL E&G	5,102,398	1,189,917		4,046,396	4,046,396	0	0	0
DESIGNATED								
Designated Tuition	979,031			979,031		979,031		
Insitutional Scholarships	185,372			185,372		185,372		
Computer Use Fees	240,357			240,357		240,357		
IT Contingency	155,535			155,535		155,535		
All Other Fees	10,624			10,624		10,624		
Other Income				0		0		
TOTAL DESIGNATED	1,570,919	0	0	1,570,919	0	1,570,919	0	0
AUXILIARY								
Student Service Fees	127,217			127,217		127,217		
Parking Fee	176,751			176,751		176,751		
Bookstore	45,955			45,955		45,955		
Other Sales and Services	54,703			54,703		54,703		
TOTAL AUXILIARY	404,626	0	0	404,626	0	404,626	0	0
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	1,131,381			1,131,381		0		1,131,381
PLANT FUNDS								
HEAF				0				
T.R.B				0				
Other				0				
TOTAL PLANT FUNDS				0				
TOTAL ALL FUNDS	\$8,209,324	\$1,189,917	\$0	\$7,153,322	\$4,046,396	\$1,975,545	\$0	\$1,131,381

TSUS: Budget Adjustments

Recommendation

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

<u>FISCAL YEAR 2015</u>		
	<u>Original Budget</u>	<u>Adjusted Budget</u>
<u>System Administration</u>	7,527,733	7,527,733
<u>Lamar University</u>	218,907,371	219,573,452
<u>Sam Houston State University</u>	287,983,997	292,980,610
<u>Sul Ross State University</u>	41,856,570	41,856,570
<u>Texas State University</u>	600,752,600	644,192,710
<u>Lamar Institute of Technology</u>	22,277,415	22,619,808
<u>Lamar State College-Orange</u>	20,756,132	21,102,892
<u>Lamar State College-Port Arthur</u>	20,499,687	20,545,634
<u>System Total</u>	\$1,220,561,505	\$1,270,399,409

Background

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

TEXAS STATE UNIVERSITY SYSTEM
2014-2015 OPERATING BUDGET & RELATED ADJUSTMENTS
For the Period Ending 11/30/2015

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

EDUCATIONAL AND GENERAL EXPENDITURE BUDGET (ORIGINAL)

\$7,527,733

	Original Budget	Adjustments Previously Approved:		Adjusted Expenditure Budget
		Board	Chancellor	
		<u>\$0</u>	<u>\$0</u>	
		Adjustments this Period		
Salaries and Wages	\$4,071,390			\$4,071,390
Employee Fringe Benefits	1,214,813			1,214,813
Professional Fees	994,176			994,176
Travel	213,417			213,417
Material and Supplies	92,698			92,698
Communications and Utilities	37,925			37,925
Repairs and Maintenance	7,100			7,100
Rentals and Leases	123,939			123,939
Printing and Reproduction	28,785			28,785
Furniture and Equipment	0			0
Other	543,490			543,490
Deferred Compensation Transfer Out	200,000			200,000
Totals	<u>\$7,527,733</u>	<u>\$0</u>	<u>\$0</u>	<u>\$7,527,733</u>
Total Adjustments Submitted for Board Approval this Period		\$0		
Total Adjustments Approved by Chancellor This Period:			\$0	
Total Cumulative Adjustments Approved by Board:				0
Total Cumulative Adjustments Approved by Chancellor:				0

EDUCATIONAL AND GENERAL EXPENDITURE BUDGET ADJUSTED

\$ 7,527,733

FY 2015 Q1 Budget Adjustment System Office

LAMAR UNIVERSITY
2014-2015 OPERATING BUDGET AND RELATED ADJUSTMENTS
For Period Ending 12/31/2014

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 102,755,557	\$ 4,223,723	\$ -	-	106,979,280
Designated	75,755,071	(3,557,642)	-	-	72,197,429
Auxiliary Enterprises	40,396,743	-	-	-	40,396,743
Total	<u>\$ 218,907,371</u>	<u>\$ 666,081</u>	<u>\$ -</u>	<u>-</u>	<u>219,573,452</u>

EDUCATION & GENERAL

Original Budget:	<u>102,755,557</u>
Previously Approved by Board:	<u>4,223,723</u>
Requested Budget Adjustments:	
Total Requested Budget Adjustments This Period:	<u>-</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	
Approved This Period:	
None	
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>-</u>
Adjusted Budget:	<u>106,979,280</u>

DESIGNATED

Original Budget:	<u>75,755,071</u>
Previously Approved by Board:	<u>(3,557,642)</u>
Requested Budget Adjustments:	
Combined Departmental Accounts for Efficiency	
Total Requested Budget Adjustments This Period:	<u>-</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	
Approved This Period:	<u>-</u>
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>-</u>
Adjusted Budget:	<u>72,197,429</u>

AUXILIARY ENTERPRISES

Original Budget:	<u>40,396,743</u>
Previously Approved by Board:	<u></u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>-</u>
Cumulative Adjustments Approved by President:	
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>0</u>
Adjusted Budget:	<u>40,396,743</u>

SAM HOUSTON STATE UNIVERSITY
For the Period Ending 11/30/2014

Fund	Adjustments Requiring Board Approval			Adjustments Approved by President(YTD)Over 150k	Adjusted Budget
	Original Budget(2015)	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 107,969,649	\$ 11,669	\$ 15,000	\$ 500,000	\$ 108,496,318
Designated	\$ 120,263,037	\$ 1,179,009	\$ 746,075	\$ 1,472,053	\$ 123,660,174
Auxiliary Enterprises	\$ 59,751,311	\$ 397,311	\$ 285,496	\$ 390,000	\$ 60,824,118
Trust	-	-	-	-	-
Restricted	-	-	-	-	-
Total	\$ 287,983,997	\$ 1,587,989	\$ 1,046,571	\$ 2,362,053	\$ 292,980,610

EDUCATION & GENERAL

Original Budget: \$ 107,969,649

Previously Approved by Board: \$ 11,669.00

Educational and General- KSHU \$ 15,000

Requested Budget Adjustments:

Total Requested Budget Adjustments This Period: 15,000

Cumulative Adjustments Approved by President:
Previously Reported:

\$ 500,000

Law Enforcement Management Institute of Texas \$0

Total Adjustments Approved by President This Period:

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

Adjusted Budget as of 11/30/2014 **\$ 108,496,318**

DESIGNATED

Original Budget: \$ 120,263,037

Previously Approved by Board: \$ 1,179,009

Requested Budget Adjustments:

Nursing Study Abroad - Costa Rica	23,000
Art Study Abroad - Italy and France	54,915
Criminal Justice Study Abroad - Italy	23,978
Foreign Languages Study Abroad - France	17,500
Foreign Languages Study Abroad - Costa Rica	43,400
TX Center for Law Enforcement - Office of the Dean	8,000
Undergrad Admissions Application Fee	100,000
LLSP Study Abroad - Italy	29,000
SAM Center Advisement Fee	52,000
Sam Houston Elite Advisement Fee	13,500
COBA Study Abroad	5,000
COBA Study Abroad - Japan	12,500
Biodiversity Study Abroad South Africa	119,090
College of Science Distance Learning Fee	6,000

SAM HOUSTON STATE UNIVERSITY
For the Period Ending 11/30/2014

Presidential Events Designated Tuition	20,122
SAM Center Advisement Fee	30,500
Geography Study Abroad - Brazil	48,070
Criminal Justice Distance Learning Fee	110,000
Biology Study Abroad - Costa Rica	29,500

Total Requested Budget Adjustments This Period:	<u>\$ 746,075</u>
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Cumulative Adjustments Approved by President:
Previously Reported:

<u>\$ 776,852</u>

Facilities Management - Construction Maintenance Fee	\$495,201
Maintenance Services	\$200,000

Total Adjustments Approved by President This Period:	<u>695,201</u>
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Total Cumulative Adjustments Approved by President:	<u>\$ 1,472,053</u>
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Adjusted Budget as of 11/30/2014	<u>\$ 123,660,174</u>
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AUXILIARY ENTERPRISES

Original Budget:	<u>\$ 59,751,311</u>
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Previously Approved by Board:	<u>\$ 397,311</u>
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Requested Budget Adjustments:

Education Leadership Administration Workshop	3,500.00
Biology Lab	25,745.00
Center for Rural Studies	1,250.55
Public Safety Services	23,000.00
Correctional Management - County Corrections	30,000.00
Career Services - Freshman Orientation	23,000.00
Football Athletic Fee	100,000.00
Public Safety Services	50,000.00
Law Enforcement Management Fee Based Program	\$29,000

Total Requested Budget Adjustments This Period:	<u>\$285,496</u>
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Cumulative Adjustments Approved by President:
Previously Reported:

<u>\$ 390,000.00</u>

Total Adjustments Approved by President This Period:	<u>\$ -</u>
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Total Cumulative Adjustments Approved by President:	<u>390,000</u>
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Adjusted Budget as of 11/30/2014	<u>\$ 60,824,118</u>
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SUL ROSS STATE UNIVERSITY
2014-2015 OPERATING BUDGET AND RELATED ADJUSTMENTS
For the Period Ending December 31, 2014

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 27,994,114	\$ -	\$ -	\$ -	\$ 27,994,114
Designated	4,962,476				4,962,476
Auxiliary Enterprises	4,822,165				4,822,165
Trust	-				-
Restricted	4,077,815				4,077,815
Total	<u>\$ 41,856,570</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 41,856,570</u>

EDUCATION & GENERAL

Original Budget:	<u>\$ 27,994,114</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>\$ 27,994,114</u>

DESIGNATED

Original Budget:	<u>\$ 4,962,476</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:	
Provide Funds for New VP for External Affairs (Salary and Benefits)	171,167
Matching Funds for Donor Gift	10,000
Total Adjustments Approved by President This Period:	<u>181,167</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 181,167</u>
Adjusted Budget:	<u>\$ 5,143,643</u>

AUXILIARY ENTERPRISES

Original Budget:	<u>\$ 4,822,165</u>
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SUL ROSS STATE UNIVERSITY

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:	\$ -
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Adjusted Budget:	\$ 4,822,165
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TRUST

Original Budget:	\$ -
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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:	\$ -
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Adjusted Budget:	\$ -
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RESTRICTED

Original Budget:	\$ 4,077,815
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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:	\$ -
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Adjusted Budget:	\$ 4,077,815
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Texas State University

FISCAL YEAR 2015 OPERATING BUDGET AND RELATED ADJUSTMENTS For the Period Ending November 30, 2014

Fund	Adjustments Requiring Board Approval		Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board		
Education & General	252,297,550		54,000	257,620,909
Designated	215,793,200		1,392,098	250,359,537
Auxiliary Enterprises	132,661,850		260,536	136,212,264
Total	600,752,600	0	1,706,634	644,192,710

EDUCATION & GENERAL

Original Budget: 252,297,550

Previously Approved by Board: 0

Requested Budget Adjustments:

Prior year carry forwards:

Carry forward HEAF 1,642,152
Carry forward Research & Development 1,418,216
Carry forward E & G 618,507

Total E & G carry forwards **3,678,876**

Increase estimated income for E & G due to growth

Adjunct faculty salaries 876,002
Benefits 245,281
TPEG transfers 235,734
Reserve for planning considerations 233,466

Total E & G growth **1,590,483**

Total Requested Budget Adjustments This Period: **5,269,359**

Cumulative Adjustments Approved by President:

Previously Reported: 0

Approved This Period:

Increase budget for Speech/Hearing/Language Clinic 25,000
Increase budget for Child Development Center 14,000
Using reserves for Child Development Center renovations 10,000
Increase budget for CARES 5,000

Total Adjustments Approved by President This Period: **54,000**

Total Cumulative Adjustments Approved by President: **54,000**

Adjusted Budget: 257,620,909

Texas State University

DESIGNATED

Original Budget:	215,793,200
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Previously Approved by Board:	0
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Requested Budget Adjustments:

Increase estimated income for Designated Method due to growth

Reserve for planning consideration	2,686,259
Financial Aid set aside	488,000
TPEG transfer	235,734
Departmental operating expenses	183,960
Be-On-Time transfer	162,000

Total Designated Tuition from growth	3,755,953
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Carry forward Designated Method	15,686,165
Carry forward Indirect Costs	3,700,835
Using reserves for interim financing for STAR One Finish Out	2,125,000
Carry forward Electronic Course Fee	1,980,563
Using Computer Service Fee reserves for infrastructure upgrades	1,336,871
Using Library fee reserves for acquisitions	454,856
Carry forward TRIP Matching	410,899
Using IT Services reserves for client services, network support & maintenance	359,055
Recognize transfer from quasi endowment for merit scholarships	329,379
Increase estimated income for Continuing Education	327,275
Using reserves for Academic Services Building renovation	294,418
Using reserves to acquire Thorpe Lane property	292,975
Using TPEG reserves for student awards for unmet needs	283,562
Using Computer Service Fee for CourseLeaf license	263,355
Using reserves for STAR One Expansion IFA	236,000
Using Computer Service Fee reserves for one-time projects	200,000
Increase estimated revenue for MathWorks	200,000
Carry forward Continuing Education Program	179,824
Increase estimated revenue for Molecular Beam Epitaxy research service center	174,000
Using Library Fee reserves for new printer, services, etc.	173,000
Increase budget for Graduate College	148,094
Using reserves for Commons Testing renovations	134,000
Increase budget for Wellness Program	128,158

Total Requested Budget Adjustments This Period:	33,174,239
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Cumulative Adjustments Approved by President:

Previously Reported:	0
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Increase revenue for Social Work Continuing Education	98,593
Carry forward Miscellaneous Income Events	95,503
Using Library Fee reserves for acquisitions	91,720

Texas State University

Using Advising Fee reserves for PACE Peer Mentors	90,000
Increase estimated revenue for Texas State Intensive English	80,000
Increase estimated revenue for Band	75,000
Increase estimated revenue for Indirect Costs	74,621
Increase budget for student wages in Computer Services	62,000
Carry forward Archaeology Studies project	61,533
Set up estimated revenue for Orchestra	60,000
Set up budget for Choir	60,000
Increase budget for FACTS Community Services	56,082
Increase estimated revenue for Continuing Education programs	54,750
Estimated income for new Cat Camp account	50,000
Increase revenue for TRIP Matching	45,433
Estimated income for Star Park	36,000
Increase budget for Graduate Admissions & Evaluation	33,911
Set up budget for Bicycle Support	30,600
Increase estimated revenue for Parent/Family Relations	30,000
Increase estimated revenue for Health and Human Performance	28,000
Increase budget for HHP internships	25,000
Increase budget for Transcripts	20,000
Carry forward Material Science, Engineering & Commercialization	15,045
Set up budget for Opera	15,000
Increase Communications budget	14,500
Increase estimated revenue for DARS assistance	12,778
Using Business Workshops reserves to close Business Workshops fund	12,726
Increase budget for Play Therapy	12,513
Increase budget for student programming	11,040
Increase estimated revenue for Engineering Career Fair	11,000
Increase estimated revenue for Beta Gamma Sigma	11,000
Increase estimated revenue for Music Productions	10,000
Increase estimated revenue for ACT Ally program	10,000
Increase estimated revenue for Jazz	5,000
Increase estimated revenue for Scientific Diving course	2,160
Increase budget for Alcohol & Drug Compliance Services	2,000
Increase budget for HHP Athletic Training Program	1,500
Increase budget for Anthropology workshops	1,318
Increase budget for Employee Wellness fair	1,130
Recognize revenue for TWITA production	1,006
Increase estimated revenue for Bootcamp	1,000
Using Staff Council Fundraiser reserves to fund scholarship	1,000
Recognize royalty income	512
Increase estimated revenue for the Meadows Center	500
Using Orientation reserves for Round Rock Campus orientation	353
Decrease estimated revenue for Archaeology Studies project	(1,730)
Decrease estimated revenue for Driver Training	(18,000)

Total Adjustments Approved by President This Period:

1,392,098

Texas State University

Total Cumulative Adjustments Approved by President:	1,392,098
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Adjusted Budget:	250,359,537
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AUXILIARY ENTERPRISES

Original Budget:	132,661,850
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Previously Approved by Board:	0
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Requested Budget Adjustments:

Carry forward Student Service Fee	877,788
Using University Dining Services reserves for Jones Hall renovation	800,000
Using Student Service Fee reserves for one-time funding	507,567
Using Student Center reserves for LBJ Student Center capital projects	300,000
Using reserves for LBJ Student Center Dining Services capital projects	175,000
Using reserves for LBJ Student Center Event capital projects	175,000
Increase estimated revenue for Medical Service Fee	154,000
Increase estimated revenue for Career Events	170,000
Transfer General Property Deposits interest & forfeitures for scholarships	130,523

Total Requested Budget Adjustments This Period:	3,289,878
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Cumulative Adjustments Approved by President:

Previously Reported:	0
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Approved This Period:

Using Rec Sports Fee reserves for equipment	67,600
Increase estimated revenue for Outdoor Program	50,000
Using Golf Course reserves for grounds keeping equipment	43,000
Increase estimated revenue for Student Center Food Service	40,000
Increase estimated revenue for Postal Retail Unit	30,000
Increase estimated revenue for Fine Arts Box Office	20,000
Carry forward University Bookstore	9,403
Increase budget for Student Center Garage	9,246
Recognize sponsorship from UFCU	3,000
Increase estimated revenue for Student Center Retail	760
Decrease revenue for Bobcat Tailgating to close fund	(2,000)
Decrease estimated auxiliary income for Student Bus Fee	(10,472)

Total Adjustments Approved by President This Period:	260,536
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Total Cumulative Adjustments Approved by President:	260,536
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Adjusted Budget:	136,212,264
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Lamar Institute of Technology					
Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 14,949,160	\$ -	\$ -	\$ 301,896	\$ 15,251,056
Designated	5,218,255			30,007	5,248,262
Auxiliary Enterprises	2,110,000			10,490	2,120,490
Trust	-			-	-
Restricted	-			-	-
Total	\$ 22,277,415	\$ -	\$ -	\$ 342,393	\$ 22,619,808

EDUCATION & GENERAL

Original Budget:	<u>\$ 14,949,160</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	302,063
Approved This Period:	
Cancel prior year encumbrance	(167)
Total Adjustments Approved by President This Period:	<u>(167)</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 301,896</u>
Adjusted Budget:	<u>\$ 15,251,056</u>

DESIGNATED

Original Budget:	<u>\$ 5,218,255</u>
Previously Approved by Board:	
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	30,007
Approved This Period:	
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 30,007</u>
Adjusted Budget:	<u>\$ 5,248,262</u>

Lamar Institute of Technology**AUXILIARY ENTERPRISES**

Original Budget:	<u>\$ 2,110,000</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:	\$ 10,815
Approved This Period:	
Cancel prior year encumbrance	(325)
Total Adjustments Approved by President This Period:	<u>(325)</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 10,490</u>
Adjusted Budget:	<u>\$ 2,120,490</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>
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						
Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget	
	Original Budget	Previously Approved by Board	Requested Budget Adjustments			
Education & General	\$ 14,208,062	\$ -	\$ -	\$ -	\$ 14,208,062	
Designated	5,675,012	-	335,995	7,346	6,018,353	
Auxiliary Enterprises	873,058	-	-	3,419	876,477	
Total	\$ 20,756,132	\$ -	\$ 335,995	\$ 10,765	\$ 21,102,892	

EDUCATION & GENERAL

Original Budget:	\$ 14,208,062
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:	\$ 14,208,062

DESIGNATED

Original Budget:	\$ 5,675,012
Previously Approved by Board:	\$ -
Requested Budget Adjustments:	
Continuing Education	335,995
Total Requested Budget Adjustments This Period:	\$ 335,995
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
Continuing Education	5,343
Brown Estate	2,003
Total Adjustments Approved by President This Period:	7,346
Total Cumulative Adjustments Approved by President:	\$ 7,346
Adjusted Budget:	\$ 6,018,353

Lamar State College - Orange

AUXILIARY ENTERPRISES

Original Budget:	<u>\$ 873,058</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
Student Services	2,525
Security	894
Total Adjustments Approved by President This Period:	<u>3,419</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 3,419</u>
Adjusted Budget:	<u>\$ 876,477</u>

Lamar State College Port Arthur					
Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 16,024,626	\$ 50,000	\$ (133,915)	\$ 13,326	\$ 15,954,037
Designated	2,585,844	265,000	(119,528)	-	2,731,316
Auxiliary Enterprises	1,889,217	-	(28,936)	-	1,860,281
Total	<u>\$ 20,499,687</u>	<u>\$ 315,000</u>	<u>\$ (282,379)</u>	<u>\$ 13,326</u>	<u>\$ 20,545,634</u>

EDUCATION & GENERAL

Original Budget:	<u>\$ 16,024,626</u>
Previously Approved by Board:	<u>50,000</u>
Requested Budget Adjustments:	
President's Office Remodel-HEAF Funds	<u>32,700</u>
HEAF Budget Reductions	<u>(166,615)</u>
Total Requested Budget Adjustments This Period:	<u>(133,915)</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u></u>
Approved This Period:	
Tribute to Dr Monroe	<u>8,292</u>
Museum of Gulf Coast Prior Year Invoices	<u>5,034</u>
Total Adjustments Approved by President This Period:	<u>13,326</u>
Total Cumulative Adjustments Approved by President:	<u>13,326</u>
Adjusted Budget:	<u>\$ 15,954,037</u>

DESIGNATED

Original Budget:	<u>\$ 2,585,844</u>
Previously Approved by Board:	<u>265,000</u>
Requested Budget Adjustments:	
Budget Reductions	<u>(119,528)</u>
Total Requested Budget Adjustments This Period:	<u>(119,528)</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u></u>
Approved This Period:	
Theatrical Drapery	
Travel Related Budgets	
President's Retirement Book, Brochures, Retirement Party	<u></u>
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>-</u>
Adjusted Budget:	<u>\$ 2,731,316</u>

Lamar State College Port Arthur

AUXILIARY ENTERPRISES

Original Budget:	<u>\$ 1,889,217</u>
Previously Approved by Board:	_____
Requested Budget Adjustments:	_____
Budget Reductions	<u>(28,936)</u>
Total Requested Budget Adjustments This Period:	<u>(28,936)</u>
Cumulative Adjustments Approved by President:	_____
Previously Reported:	=====
Approved This Period:	_____
Athletic Marketing	_____
Parking Tags	_____
Volleyball Program	_____
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>-</u>
Adjusted Budget:	<u>\$ 1,860,281</u>

Texas State University System Consolidated Institutions
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIOD ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Beginning Market Value As of 08/31/14	Ending Market Value As of 11/30/14	Book Balance As of 11/30/14	Quarter Ending 11/30/14 Investment Income Return	
<u>Operating Funds</u>					
Lamar University	\$ 53,188,048.04	\$ 52,478,392.37	\$ 52,478,392.37	\$ 81,981.82	0.12%
Sam Houston State University	\$ 107,487,340.49	\$ 87,230,457.28	\$ 87,230,457.28	\$ 14,232.68	0.02%
Sul Ross State University	\$ 19,437,858.21	\$ 18,543,326.66	\$ 18,543,214.63	\$ 6,645.87	0.04%
Texas State University	\$ 254,405,851.79	\$ 211,868,551.47	\$ 211,868,551.47	\$ 40,230.63	0.01%
Lamar Institute of Technology	\$ 6,200,227.30	\$ 5,324,177.20	\$ 5,324,177.20	\$ 1,230.20	0.02%
Lamar State College - Orange	\$ 16,509,203.35	\$ 17,113,448.71	\$ 17,113,448.71	\$ 2,177.61	0.01%
Lamar State College - Port Arthur	\$ 5,237,002.93	\$ 5,582,725.06	\$ 5,582,725.06	\$ 2,427.23	-0.12%
Texas State University System Office	\$ 5,883,671.14	\$ 5,283,308.98	\$ 5,283,308.98	\$ 412.46	0.01%
<u>Operating Funds Total</u>	\$ 468,349,203.25	\$ 403,424,387.73	\$ 403,424,275.70	\$ 149,338.50	0.03%
				6 Month T-Bill	0.01%
<u>Non-Operating Funds</u>					
Lamar University	\$ 14,407,754.77	\$ 10,417,001.06	\$ 10,417,001.06	\$ 571.90	0.01%
Sam Houston State University	\$ 50,302,007.84	\$ 47,867,211.83	\$ 48,576,301.88	\$ 145,010.71	0.35%
Sul Ross State University	\$ -	\$ -	\$ -	\$ -	-
Texas State University	\$ 159,073,741.24	\$ 155,007,760.92	\$ 154,647,654.93	\$ 318,311.34	0.10%
Lamar Institute of Technology	\$ -	\$ -	\$ -	\$ -	-
Lamar State College - Orange	\$ 1,399,586.24	\$ 1,389,833.17	\$ 1,389,833.17	\$ 98.80	0.01%
Lamar State College - Port Arthur	\$ 939,208.23	\$ 781,688.98	\$ 781,688.98	\$ 147.60	0.02%
Texas State University System Office	\$ 9,755,920.77	\$ 8,095,212.06	\$ 8,095,212.06	\$ 652.41	0.01%
<u>Non-Operating Funds Total</u>	\$ 235,878,219.09	\$ 223,558,708.02	\$ 223,907,692.08	\$ 464,792.76	0.14%
				ML 1-3 Year Treasury	0.36%
<u>Grand Total</u>	\$ 704,227,422.34	\$ 626,983,095.75	\$ 627,331,967.78	\$ 614,131.26	0.07%

**Texas State University System Consolidated Institutions
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIODS ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Allocation Current	Endowment	Market Value	Quarter Return	FYTD Return
100%	Total System Return	\$ 184,515,792	0.15%	0.15%
16.7%	Lamar University <i>29.5% Russell 3000, 3.6% BC Credit, 66.9% at 0% Annual Return.</i>	30,744,080	0.47% 0.91%	0.47% 0.91%
42.1%	Sam Houston State University <i>*Currently the policy benchmark is a blend of 27% S&P 500, 12% Russell Mid, 12% Russell 2000, 9% MSCI EAFE, 5% S&P Developed ex-US SC, 26.33% BC Aggregate, 5.66% BC Muni Bond, and 3% ML 6 Month T-Bill.</i>	77,619,469	1.05% 0.59%	1.05% 0.59%
9.9%	Sul Ross State University <i>*Currently the policy benchmark is a blend of 27% S&P 500, 24% Russell 2500, 9% MSCI EAFE, 5% S&P Developed Ex-US SC, 4.5% BC Gov/Credit, and 30.5% BC Aggregate.</i>	18,188,803	-0.68% 0.61%	-0.68% 0.61%
31.4%	Texas State University <i>*Currently the Total Blended Index consists of 23.1% S&P 500, 22.2% Russell 2500, 9.2% MSCI EAFE, 5.5% S&P Developed SC Ex-US, 5% ML All Invest ex Man V0A1, 30% BC Aggregate, 1% 91-Day T-Bill, and 4% ML 6 Month T-Bill.</i>	57,963,441	-0.96% 0.56%	-0.96% 0.56%
	Lamar Institute of Technology N/A	0	- N/A	- N/A
	Lamar State College - Orange N/A	0	- N/A	- N/A
	Lamar State College - Port Arthur N/A	0	- N/A	- N/A
	Texas State University System Office N/A	0	- N/A	- N/A


Index Listing	Quarter	FYTD
Russell 3000 - Domestic Equity	3.05%	3.05%
S&P 500 - Domestic Equity	3.72%	3.72%
MSCI EAFE - International Equity	-3.91%	-3.91%
FTSE NAREIT - Real Estate	4.96%	4.96%
BC Int. Gov't - Fixed Income Government / Agency	0.87%	0.87%
BC Credit - Fixed Income Corporates	0.28%	0.28%
BC 3 Yr Muni - Fixed Income Municipal Bonds	0.15%	0.15%
91-Day T-Bill - Fixed Income Money Market	0.01%	0.01%
ML All Invest ex Man V0A1 - Convertibles	3.64%	3.64%
ML 1-3 Year Treasury - Fixed Income Money Market	0.36%	0.36%
6 Month T-Bill - Fixed Income Money Market	0.01%	0.01%

Lamar University OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT PERIODS ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 08/31/14	Ending Market Value As of 11/30/14	Book Balance As of 11/30/14	Quarter Ending 11/30/14 Investment Income Return		
<u>Operating Funds</u>									
Cash in Bank				\$ 41,767,464.99	\$ 42,164,936.75	\$ 42,164,936.75	\$ 73,883.45	0.13%	
Cash in Treasury				\$ 9,585,607.57	\$ 9,556,096.19	\$ 9,556,096.19	\$ 7,989.16	0.08%	
TexPool Series 0001	General Fund			\$ 1,834,975.48	\$ 757,359.43	\$ 757,359.43	\$ 109.21	0.01%	
<u>Totals</u>				\$ 53,188,048.04	\$ 52,478,392.37	\$ 52,478,392.37	\$ 81,981.82	0.12%	
								6 Month T-Bill	0.01%

Non-Operating Funds								
Cash in Bank				\$ 6,528,089.77	\$ 2,656,764.16	\$ 2,656,764.16	\$ -	0.00%
TexPool Series 0002				\$ 2,876,141.43	\$ 2,756,345.22	\$ 2,756,345.22	\$ 203.79	0.01%
TexPool Series 0001				\$ 5,003,523.57	\$ 5,003,891.68	\$ 5,003,891.68	\$ 368.11	0.01%
Totals				\$ 14,407,754.77	\$ 10,417,001.06	\$ 10,417,001.06	\$ 571.90	0.01%
								ML 1-3 Year Treasury 0.36%

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


 Name of Signee
 Title

ASSOCIATE CONTROLLER

DONNA QUEBEDEAUX

Lamar University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIODS ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
100.0 %	Total Plan Composite	\$ 30,744,080	0.47%	0.47%
	<i>Total Blended Index</i>		<i>0.91%</i>	<i>0.91%</i>
29.5 %	Domestic Equity	\$ 9,056,033	1.50%	1.50%
	<i>Russell 3000</i>		<i>3.05%</i>	<i>3.05%</i>
29.5	Commonfund MS Equity Fund	9,056,033	1.50%	1.50%
3.6 %	Total Fixed Income	\$ 1,116,959	0.52%	0.52%
3.6 %	Corporates	\$ 1,116,959	0.52%	0.52%
	<i>BC Credit</i>		<i>0.28%</i>	<i>0.28%</i>
3.6	Commonfund MS Bond Fund	1,116,959	0.52%	0.52%
66.9 %	Other	\$ 20,571,087	0.01%	0.01%
0.0	Cash in Bank	4,791	0.00%	0.00%
66.9	Texpool Series 0001	20,566,296	0.01%	0.01%

Blended Indexes are based on the current weights of each asset class and their respective benchmarks.
Currently the Total Blended Index is: 29.5% Russell 3000, 3.6% BC Credit, 66.9% at 0% Annual Return.

Lamar University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIOD ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
Total Plan Composite	\$29,550,936	\$2,162,058	-\$1,109,372	\$31,291	\$8,729	\$100,438	\$30,744,080
All Equity Composite	\$8,942,866	\$0	-\$20,115	\$20,115	\$7,897	\$105,270	\$9,056,033
Domestic Equity	\$8,942,866	\$0	-\$20,115	\$20,115	\$7,897	\$105,270	\$9,056,033
Commonfund MS Equity Fund	\$8,942,866		-\$20,115	\$20,115	\$7,897	\$105,270	\$9,056,033
Total Fixed Income	\$1,120,959	\$0	-\$9,716	\$9,716	\$832	-\$4,832	\$1,116,959
Corporates	\$1,120,959	\$0	-\$9,716	\$9,716	\$832	-\$4,832	\$1,116,959
Commonfund MS Bond Fund	\$1,120,959		-\$9,716	\$9,716	\$832	-\$4,832	\$1,116,959
Other	\$19,487,111	\$2,162,058	-\$1,079,541	\$1,459	\$0	\$0	\$20,571,087
Cash in Bank		\$1,083,424	-\$1,078,633				\$4,791
Texpool Series 0001	\$19,487,111	\$1,078,633	-\$908	\$1,459		\$0	\$20,566,296

Sam Houston State University
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIODS ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 08/31/14	Ending Market Value As of 11/30/14	Book Balance As of 11/30/14	Quarter Ending 11/30/14 Investment Income Return	
<u>Operating Funds</u>								
Cash in Bank				\$ 25,461,240.89	\$ 12,423,164.54	\$ 12,423,164.54	\$ 444.97	-0.02%
Cash in Treasury				\$ 3,881,704.19	\$ 9,657,584.24	\$ 9,657,584.24	\$ 8,474.62	0.13%
TexPool Series 0004	Non Educational			\$ 75,033,483.40	\$ 62,038,567.64	\$ 62,038,567.64	\$ 5,084.24	0.01%
TexPool Series 0005	Educational & General			\$ 855,342.77	\$ 855,405.70	\$ 855,405.70	\$ 62.93	0.01%
TexPool Series 0006	Auxiliary			\$ 114,697.27	\$ 114,705.71	\$ 114,705.71	\$ 8.44	0.01%
TexPool Series 0012	Student Loan Fund			\$ 1,555,500.76	\$ 1,555,615.23	\$ 1,555,615.23	\$ 114.47	0.01%
TexPool Series 0013	Short Term Student Loan			\$ 585,371.21	\$ 585,414.22	\$ 585,414.22	\$ 43.01	0.01%
<u>Totals</u>				\$ 107,487,340.49	\$ 87,230,457.28	\$ 87,230,457.28	\$ 14,232.68	0.02%
							6 Month T-Bill	0.01%
<u>Non-Operating Funds</u>								
Cash in Bank				\$ 15,721.87	\$ 33,762.16	\$ 33,762.16	\$ 0.84	0.00%
TexPool Series 0008	Designated Funds			\$ 4,162,864.60	\$ 4,163,170.86	\$ 4,163,170.86	\$ 306.26	0.01%
TexPool Series 0009	Restricted Funds			\$ 1,958,389.67	\$ 1,958,533.72	\$ 1,958,533.72	\$ 144.05	0.01%
TexPool Series 0010	Quasi Endowments			\$ 251,108.54	\$ 251,127.02	\$ 251,127.02	\$ 18.48	0.01%
TexPool Series 0011	Endowments			\$ 1,491,311.53	\$ 1,491,421.24	\$ 1,491,421.24	\$ 109.71	0.01%
TexPool Series 0023	Non-Ed Plant			\$ 367,228.05	\$ 367,255.08	\$ 367,255.08	\$ 27.03	0.01%
TexPool Series 0028	Residence Hall Bonds 2011			\$ 1,571,144.50	\$ 1,571,260.14	\$ 1,571,260.14	\$ 115.64	0.01%
Cash in Bank (Trustmark)				\$ 2,185.94	\$ 1,935.98	\$ 1,935.98	\$ 0.06	0.00%
Baird Advisors FI	*Holdings Report Attached			\$ 15,122,289.72	\$ 15,170,051.09	\$ 15,731,348.46	\$ 34,551.45	0.40%
Agincourt Capital Mgmt	*Holdings Report Attached			\$ 13,098,618.55	\$ 13,180,242.30	\$ 13,297,679.92	\$ 90,507.44	0.67%
Atlanta Capital Mgmt	*Holdings Report Attached			\$ 7,529,614.66	\$ 7,546,666.62	\$ 7,577,021.68	\$ 18,974.34	0.23%
TexPool Series 0032	Series 2013 Construction E			\$ 1,306,309.51	\$ 1,306,405.64	\$ 1,306,405.64	\$ 96.13	0.01%
TexPool Series 0033	Series 2014 Bonds			\$ 3,425,220.70	\$ 825,379.98	\$ 825,379.98	\$ 159.28	0.01%
<u>Totals</u>				\$ 50,302,007.84	\$ 47,867,211.83	\$ 48,576,301.88	\$ 145,010.71	0.35%
							ML 1-3 Year Treasury	0.36%

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



Name of Signee
Title

VP for Finance and Operations

1-12-2015



ASSET STRATEGY
CONSULTANTS

Baird



SAM HOUSTON STATE UNIVERSITY
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1044005609

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
90,545.63	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND -SS 396-A	90,545.63	90,545.63	1	0.97
		90,545.63	90,545.63	1	0.97
US GOVT. OBLIGATIONS					
875,000	CUSIP # 912828NR7 US TREASURY NOTE DTD 07/31/2010 2.375% 07/31/2017 LAST PRICED: 11/30/2014	911,706.25	919,465.06	6	10,915.00
4,150,000	CUSIP # 912828QY9 US TREASURY NOTE DTD 07/31/2011 2.25% 07/31/2018 LAST PRICED: 11/30/2014	4,311,476.50	4,295,294.19	28	31,209.58
775,000	CUSIP # 912828ST8 US TREASURY NOTE DTD 04/30/2012 1.25% 04/30/2019 LAST PRICED: 11/30/2014	770,582.50	770,007.48	5	0.00
		5,993,765.25	5,984,766.73	40	42,124.58
COLLATERALIZED MORTGAGE OBLIGATIONS					
61,423.80825	CUSIP # 31358PQU4 FED NATL MTG ASSN SERIES 1992-136 CLASS PK DTD 08/01/1992 6% 08/25/2022 LAST PRICED: 11/30/2014	66,447.78	67,719.75	0	296.88
86,325.82	CUSIP # 3136AGLY6 FED NATL MTG ASSN SERIES 2013-M12 CLASS FA DTD 09/25/2013 .48525% 10/25/2017 LAST PRICED: 11/30/2014	86,381.76	86,325.82	1	6.98



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62,562.189	CUSIP # 31392EPT1 FED NATL MTG ASSN SERIES 2002-56 CLASS MC DTD 08/01/2002 5.5% 09/25/2017 LAST PRICED: 11/30/2014	65,035.71	66,179.07	0	277.19
		217,865.25	220,224.64	1	581.05
MUNICIPAL OBLIGATIONS					
215,000	CUSIP # 011536EJ4 ALAMOSA & CONEJOS CNTY CO SCH DIST #RE111 TXBL-CABS-REF-SER B G/O UNLTD NON-CALLABLE ZERO CPN FED TAXABLE OID DTD 03/20/2013 0% 12/01/2014 NO PRICING DATE	212,284.55	212,284.55	1	2,715.45
300,000	CUSIP # 014464RD5 ALEDO TEX INDPT SCH DIST PREREFUNDED-SCH BLDG-SER A G/O UNLTD FED TAX-EXEMPT DTD 04/15/2005 5% 02/15/2024-2015 LAST PRICED: 11/30/2014	302,952.00	326,235.00	2	4,416.67
150,000	CUSIP # 154686BK4 CENTRAL OHIO SOLID WASTE AUTH SER B G/O LTD FED & ST TAX-EXEMPT DTD 10/21/2004 5% 12/01/2022-2014 NO PRICING DATE	150,000.00	162,078.00	1	3,750.00
100,000	CUSIP # 157411NZ8 CHAFFEY CA JT UNION HIGH SCH DIST TXBL-REF G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 03/19/2014 .629% 08/01/2015 LAST PRICED: 11/30/2014	100,067.00	100,000.00	1	209.67
130,000	CUSIP # 238253YE2 DAUPHIN CNTY PA TXBL G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 04/17/2013 1.194% 03/01/2016 LAST PRICED: 11/30/2014	129,534.60	130,000.00	1	388.05



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220,000	CUSIP # 2866777D5 ELIZABETH N J G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 05/17/2013 1.42% 03/01/2015 LAST PRICED: 11/30/2014	220,341.00	220,000.00	1	781.00
125,000	CUSIP # 29137RAT2 EMMAUS PA GEN AUTH SCH LEASE REVENUE TXBL-CAREER INSTITUTE TECHNOLOGY-SER B REV BDS NON-CALLABLE DTD 05/29/2014 1.356% 11/15/2016 LAST PRICED: 11/30/2014	124,560.00	125,000.00	1	75.33
100,000	CUSIP # 365418BR2 GARDEN ST PRESERVATION TR N J OPEN SPACE & FARMLAND PRES 2005 A REV BDS FED & ST TAX-EXEMPT DTD 12/01/2005 5.8% 11/01/2018-2015 LAST PRICED: 11/30/2014	105,123.00	113,920.00	1	483.33
100,000	CUSIP # 373541T68 GEORGIA MUN ELEC AUTH PWR REV TXBL-SER D REV BDS FED TAXABLE/ST TAX-EXEMPT DTD 12/21/2011 3.052% 01/01/2016 LAST PRICED: 11/30/2014	102,237.00	104,319.00	1	1,271.67
125,000	CUSIP # 43232FJS6 HILLSBOROUGH CNTY FL CAPITAL IMPT PROGRAM REF-CRIMINAL JUSTICE FACS REV BDS NON-CALLABLE FED TAX-EXEMPT DTD 06/30/2003 5% 08/01/2016 LAST PRICED: 11/30/2014	134,575.00	143,435.00	1	2,083.33
100,000	CUSIP # 452252DB2 ILLINOIS ST TOLL HWY AUTH SR PRIORITY-SER A-1 REV BDS FED TAX-EXEMPT/ST TAXABLE DTD 06/07/2006 5% 01/01/2026-2016 LAST PRICED: 11/30/2014	107,277.00	114,558.00	1	2,083.33



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
255,000	CUSIP # 483686BF7 KANAWHA PUTNAM CNTY HUNTINGTON CHARLESTON W VA SF MTGE COMPOUND INT-1984 SER A REV BDS NON-CALLABLE FED & ST TAX-EXEMPT ZERO CPN OID DTD 09/19/1984 0% 12/01/2016 LAST PRICED: 11/30/2014	252,271.50	247,262.90	2	0.00
145,000	CUSIP # 501445KD1 KUTZTOWN PA TXBL-SER A G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 04/02/2013 1.488% 11/15/2015 LAST PRICED: 11/30/2014	145,970.05	145,000.00	1	95.89
735,000	CUSIP # 507408KV3 LAKE & MCHENRY CNTYS IL CMNTY UNIT SCH DIST #118 UNREFUNDED-SER A G/O UNLTD FED TAX-EXEMPT/ST TAXABLE DTD 05/01/20 5% 01/01/2019-2015 LAST PRICED: 11/30/2014	737,785.65	796,362.00	5	15,312.50
300,000	CUSIP # 567288QR9 MARICOPA CNTY AZ UNIF SCH DIST #48 SCOTTSDALE PREREFUNDED-SCH IMPT-PJ 2004-B G/O UNLTD FED & ST TAX-EXEMPT OID DTD 10/01/2006 4% 07/01/2026-2016 LAST PRICED: 11/30/2014	317,115.00	333,774.00	2	5,000.00
135,000	CUSIP # 570850JX6 MARLBORO TWP NJ BRD OF EDU TXBL-REF G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 03/26/2013 .788% 07/15/2015 LAST PRICED: 11/30/2014	135,187.65	135,000.00	1	401.88
225,000	CUSIP # 575577KT7 MASSACHUSETTS BAY MA TRANSPRTN AUTH REV ASSMT-SER A REV BDS NON-CALLABLE FED & ST TAX-EXEMPT DTD 11/13/2008 5% 07/01/2017 LAST PRICED: 11/30/2014	250,654.50	266,161.50	2	4,687.50



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
145,000	CUSIP # 575579XJ1 MA ST BAY TRANSPRTN AUTH SALES TAX REVENUE PREREFUNDED-SR-SER C REV BDS NON-CALLABLE FED & ST TAX-EXEMPT DTD 12/22/2004 5.5% 07/01/2017 LAST PRICED: 11/30/2014	163,185.90	174,149.35	1	3,322.92
350,000	CUSIP # 576000BJ1 MASSACHUSETTS ST SCH BLDG AUTH SALES TAX REV SER A REV BDS FED & ST TAX-EXEMPT DTD 08/17/2005 5% 08/15/2025-2015 LAST PRICED: 11/30/2014	361,819.50	389,116.00	2	5,152.78
230,000	CUSIP # 576000NS8 MASSACHUSETTS ST SCH BLDG AUTH SALES TAX REVENUE PREREFUNDED 2012-2-SER A REV BDS FED & ST TAX-EXEMPT DTD 08/17/2005 DTD 08/17/2005 5% 08/15/2030-2015 LAST PRICED: 11/30/2014	237,767.10	255,548.40	2	3,386.11
100,000	CUSIP # 592710EM5 METUCHEN NJ SCH DIST G/O UNLTD FED & ST TAX-EXEMPT DTD 03/15/2005 4.375% 08/15/2022-2015 LAST PRICED: 11/30/2014	102,976.00	109,516.00	1	1,288.19
130,000	CUSIP # 64469DTZ4 NEW HAMPSHIRE ST HSG FIN AUTH REV TXBL-REF-ACQUISITION-SER A REV BDS NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 04/03/2013 1.25% 07/01/2016 LAST PRICED: 11/30/2014	129,786.80	130,000.00	1	677.08
105,000	CUSIP # 658256J45 NORTH CAROLINA ST PREREFUNDED-PUB IMPT-SER A G/O UNLTD FED & ST TAX-EXEMPT DTD 01/01/2005 5% 03/01/2021-2015 LAST PRICED: 11/30/2014	106,235.85	114,308.25	1	1,312.50



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Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
525,000	CUSIP # 6591544W5 NORTH EAST TX INDEP SCH DIST PREREFUNDED-REF G/O UNLTD FED TAX-EXEMPT DTD 08/01/2005 5% 02/01/2026-2015 LAST PRICED: 11/30/2014	541,926.00	582,550.50	4	8,750.00
125,000	CUSIP # 662858EE5 NORTH TEXAS TOLLWAY AUTH DALLAS N TOLLWAY SYS REV SER A REV BDS FED TAX-EXEMPT OID DTD 03/01/2005 4.5% 01/01/2038-2015 LAST PRICED: 11/30/2014	125,425.00	134,315.00	1	2,343.75
75,000	CUSIP # 677581DS6 OHIO ST MAJOR NEW STATE INFRASTRUCTURE PROJ REV BUILD AMER BDS-TAXABLE-SER 2-DIRECT REVENUE BONDS FED TAXABLE/ST TAX-EXEMPT DTD 05/25/2010 3.893% 06/15/2017 LAST PRICED: 11/30/2014	79,888.50	80,160.75	1	1,346.33
125,000	CUSIP # 68608UKM7 OREGON ST TXBL-ALT ENERGY PROJS-SER G G/O UNLTD FED TAXABLE/ST TAX-EXEMPT DTD 03/14/2012 1% 07/01/2015-2015 LAST PRICED: 11/30/2014	125,038.75	125,062.50	1	520.83
190,000	CUSIP # 7048792G9 PEARLAND TEX INDPT SCH DIST PREREFUNDED-REF SCHOOLHOUSE SER A G/O UNLTD FED TAX-EXEMPT DTD 11/15/2005 5% 02/15/2022-2015 LAST PRICED: 11/30/2014	191,869.60	206,809.30	1	2,797.22
100,000	CUSIP # 720560QF1 PIERCE CNTY WA SCH DIST #400 CLOVER PARK G/O UNLTD FED TAX-EXEMPT DTD 06/01/2006 5% 12/01/2023-2016 LAST PRICED: 11/30/2014	106,894.00	114,211.00	1	2,500.00



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Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
250,000	CUSIP # 722195LR3 PINAL CNTY AZ UNIF SCH DIST #43 APACHE JUNCTION SCH IMPT-SER B G/O UNLTD FED & ST TAX-EXEMPT DTD 05/01/2006 5% 07/01/2025-2016 LAST PRICED: 11/30/2014	268,192.50	286,335.00	2	5,208.33
125,000	CUSIP # 750514TG6 RADNOR TWP PA TXBL-NTS-SER A G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 06/13/2013 .889% 07/15/2016 LAST PRICED: 11/30/2014	125,251.25	125,000.00	1	419.81
450,000	CUSIP # 759136LN2 REGIONAL TRANSPRTN DIST CO SALES TAX REV FASTRACKS PROJ-SER A REV BDS FED & ST TAX-EXEMPT 10/19/2006 5% 11/01/2036-2016 LAST PRICED: 11/30/2014	489,640.50	521,833.50	3	1,875.00
145,000	CUSIP # 759136PJ7 REGIONAL TRANSPRTN DIST CO SALES TAX PREREFUNDED-FASTRACKS PJ-A REV BDS FED & ST TAX-EXEMPT DTD 10/19/2006 5% 11/01/2031-2016 LAST PRICED: 11/30/2014	157,773.05	168,089.80	1	604.17
725,000	CUSIP # 795560CE9 SALT LAKE & SANDY UT MET WTR DIST WTR SER A REV BDS FED & ST TAX-EXEMPT DTD 01/15/2005 5% 07/01/2018-2015 LAST PRICED: 11/30/2014	745,430.50	802,009.50	5	15,104.17
80,000	CUSIP # 88880NAF6 TOBACCO SETTLEMENT FING CORP VA ASSET BKD REV BDS FED & ST TAX-EXEMPT OID DTD 05/16/2005 5.5% 06/01/2026-2015 LAST PRICED: 11/30/2014	82,127.20	83,775.20	1	2,200.00



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Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
150,000	CUSIP # 91412GSW6 UNIV OF CALIFORNIA CA REVS TXBL-GEN-SER AJ REV BDS FED TAXABLE/ST TAX-EXEMPT DTD 10/02/2013 .528% 05/15/2015 LAST PRICED: 11/30/2014	150,079.50	150,000.00	1	35.20
100,000	CUSIP # 97705LEQ6 WISCONSIN ST SER E G/O UNLTD FED TAX-EXEMPT/ST TAXABLE DTD 10/21/2004 5% 05/01/2019-2015 LAST PRICED: 11/30/2014	102,022.00	109,804.00	1	416.67
465,000	CUSIP # 977123TX6 WISCONSIN ST DTD 03/10/2005 5% 07/01/2025-2015 LAST PRICED: 11/30/2014	477,964.20	513,650.35	3	9,687.50
		8,399,229.20	8,851,634.35	55	112,704.16
CORPORATE BONDS					
113,000	CUSIP # 36962GLF9 GENERAL ELEC CAP CORP DTD 09/10/1997 6.9% 09/15/2015 LAST PRICED: 11/30/2014	118,734.75	129,451.67	1	1,646.03
250,000	CUSIP # 459200GX3 INTL BUSINESS MACHINES CORP DTD 07/22/2011 1.95% 07/22/2016 LAST PRICED: 11/30/2014	255,432.50	259,420.00	2	1,746.88
176,000	CUSIP # 98385XAG1 XTO ENERGY INC DTD 04/13/2005 5.3% 06/30/2015 LAST PRICED: 11/30/2014	181,126.88	195,305.44	1	3,912.58
		555,294.13	584,177.11	4	7,305.49



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	15,256,699.46			
	CASH	0.00			
	DUE FROM BROKER	520,642.86			
	DUE TO BROKER	770,007.48			
	NET ASSETS	15,007,334.84			
	ACCRUED INCOME	162,716.25			
	TOTAL MARKET VALUE	15,170,051.09			

Agincoast



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Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
78,755.24	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND -SS 396-A	78,755.24	78,755.24	1	0.47
		78,755.24	78,755.24	1	0.47
US GOVT. OBLIGATIONS					
455,000	CUSIP # 912828C65 U S TREASURY NOTE DTD 03/31/2014 1.625% 03/31/2019 LAST PRICED: 11/30/2014	459,904.90	456,796.64	3	1,259.38
4,700,000	CUSIP # 912828SJ0 U S TREASURY NOTE DTD 02/29/2012 .875% 02/28/2017 LAST PRICED: 11/30/2014	4,729,375.00	4,702,161.26	36	10,451.66
800,000	CUSIP # 912828TP5 U S TREASURY NOTE DTD 09/15/2012 .25% 09/15/2015 LAST PRICED: 11/30/2014	801,000.00	800,971.43	6	425.41
520,000	CUSIP # 912828TW0 U S TREASURY NOTE DTD 10/31/2012 .75% 10/31/2017 LAST PRICED: 11/30/2014	518,050.00	514,422.06	4	342.86
		6,508,329.90	6,474,351.39	49	12,479.31
MORTGAGE BACKED SECURITIES					
975,061.96	CUSIP # 31294UA29 FED HOME LOAN MTG CORP POOL E09025 DTD 02/01/2013 2.5% 03/01/2028 LAST PRICED: 11/30/2014	998,092.92	1,007,970.31	8	2,031.38



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
640,193.95	CUSIP # 31294UAT0 FED HOME LOAN MTG CORP POOL E09018 DTD 12/01/2012 2.5% 01/01/2028 LAST PRICED: 11/30/2014	656,121.98	663,000.86	5	1,333.74
692,292.31	CUSIP # 3138A4Y58 FED NATL MTG ASSN POOL AH3431 DTD 01/01/2011 3.5% 01/01/2026 LAST PRICED: 11/30/2014	734,605.22	734,587.06	6	2,019.19
		2,388,820.12	2,405,558.23	18	5,384.31
CORPORATE BONDS					
300,000	CUSIP # 046353AB4 ASTRAZENECA PLC DTD 09/12/2007 5.9% 09/15/2017 LAST PRICED: 11/30/2014	337,839.00	361,191.00	3	3,736.67
230,000	CUSIP # 06406HBM0 BANK OF NEW YORK MELLON DTD 05/12/2009 5.45% 05/15/2019 LAST PRICED: 11/30/2014	263,605.30	263,833.00	2	557.11
300,000	CUSIP # 084664BS9 BERKSHIRE HATHAWAY FIN DTD 05/15/2012 1.6% 05/15/2017 LAST PRICED: 11/30/2014	303,672.00	305,823.00	2	213.33
170,000	CUSIP # 17275RAC6 CISCO SYSTEMS INC DTD 02/22/2006 5.5% 02/22/2016 LAST PRICED: 11/30/2014	180,281.60	187,581.40	1	2,571.25
250,000	CUSIP # 191216AK6 COCA-COLA CO/THE DTD 11/01/2007 5.35% 11/15/2017 LAST PRICED: 11/30/2014	280,040.00	297,177.50	2	594.44
300,000	CUSIP # 36962G3H5 GENERAL ELEC CAP CORP SERIES MTN DTD 09/24/2007 5.625% 09/15/2017 LAST PRICED: 11/30/2014	335,175.00	353,877.00	3	3,562.50



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300,000	CUSIP # 459200GJ4 INTL BUSINESS MACHINES CORP DTD 09/14/2007 5.7% 09/14/2017 LAST PRICED: 11/30/2014	336,609.00	360,084.00	3	3,657.50
298,000	CUSIP # 656531AF7 NORSK HYDRO A/S DTD 01/15/1998 6.7% 01/15/2018 LAST PRICED: 11/30/2014	343,123.16	358,172.16	3	7,542.71
300,000	CUSIP # 822582AC6 SHELL INTERNATIONAL FIN DTD 03/22/2007 5.2% 03/22/2017 LAST PRICED: 11/30/2014	328,485.00	349,608.00	2	2,990.00
100,000	CUSIP # 842434CD2 SOUTHERN CALIF GAS CO SERIES HH DTD 10/17/2003 5.45% 04/15/2018 LAST PRICED: 11/30/2014	112,740.00	120,534.00	1	696.39
300,000	CUSIP # 89233P6S0 TOYOTA MOTOR CREDIT CORP DTD 10/05/2012 1.25% 10/05/2017 LAST PRICED: 11/30/2014	300,213.00	300,426.00	2	583.33
300,000	CUSIP # 911312AH9 UNITED PARCEL SERVICE INC DTD 01/15/2008 5.5% 01/15/2018 LAST PRICED: 11/30/2014	336,873.00	345,582.00	3	6,233.33
300,000	CUSIP # 931142CJ0 WAL-MART STORES INC DTD 08/24/2007 5.8% 02/15/2018 LAST PRICED: 11/30/2014	342,867.00	366,111.00	3	5,123.33
300,000	CUSIP # 98385XAL0 XTO ENERGY INC DTD 07/19/2007 6.25% 08/01/2017 LAST PRICED: 11/30/2014	340,638.00	369,015.00	3	6,250.00
		4,142,161.06	4,339,015.06	31	44,311.89



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	13,118,066.32			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	13,118,066.32			
	ACCRUED INCOME	62,175.98			
	TOTAL MARKET VALUE	13,180,242.30			

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SHORT TERM INVESTMENTS					
147,100.07	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	147,100.07	147,100.07	2	0.81
		147,100.07	147,100.07	2	0.81
US GOVT. OBLIGATIONS					
115,000	CUSIP # 3130A1NN4 FED HOME LOAN BANK DTD 04/11/2014 .875% 05/24/2017 LAST PRICED: 11/30/2014	115,194.35	114,778.05	2	19.57
200,000	CUSIP # 31331X3J9 FEDERAL FARM CREDIT BANK DTD 09/13/2007 5.125% 09/13/2016 LAST PRICED: 11/30/2014	216,268.00	217,200.00	3	2,220.83
250,000	CUSIP # 3135G0LN1 FED NATL MTG ASSN DTD 05/21/2012 .5% 07/02/2015 LAST PRICED: 11/30/2014	250,527.50	250,810.00	3	517.36
250,000	CUSIP # 3135G0NV1 FED NATL MTG ASSN DTD 08/17/2012 .5% 09/28/2015 LAST PRICED: 11/30/2014	250,572.50	250,663.00	3	218.75
250,000	CUSIP # 3135G0VA8 FED NATL MTG ASSN DTD 02/15/2013 .5% 03/30/2016 LAST PRICED: 11/30/2014	250,762.50	250,470.75	3	211.81
100,000	CUSIP # 3137EADQ9 FED HOME LOAN MTG CORP DTD 03/07/2013 .5% 05/13/2016 LAST PRICED: 11/30/2014	100,269.00	99,958.80	1	25.00
250,000	CUSIP # 912828A59 U S TREASURY NOTE DTD 12/15/2013 .625% 12/15/2016 LAST PRICED: 11/30/2014	250,585.00	249,248.88	3	721.48



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390,000	CUSIP # 912828A67 U S TREASURY NOTE DTD 12/31/2013 .25% 12/31/2015 LAST PRICED: 11/30/2014	390,366.60	389,053.33	5	410.25
600,000	CUSIP # 912828B82 U S TREASURY NOTE DTD 02/28/2014 .25% 02/29/2016 LAST PRICED: 11/30/2014	600,234.00	598,630.59	8	381.22
450,000	CUSIP # 912828C81 U S TREASURY NOTE DTD 04/30/2014 .375% 04/30/2016 LAST PRICED: 11/30/2014	450,877.50	449,424.46	6	992.10
50,000	CUSIP # 912828G46 U S TREASURY NOTE DTD 11/30/2014 .5% 11/30/2016 LAST PRICED: 11/30/2014	50,008.00	49,950.61	1	0.00
275,000	CUSIP # 912828R11 U S TREASURY NOTE DTD 09/30/2011 1% 09/30/2016 LAST PRICED: 11/30/2014	277,901.25	277,331.98	4	468.41
190,000	CUSIP # 912828S10 U S TREASURY NOTE DTD 02/29/2012 .875% 02/28/2017 LAST PRICED: 11/30/2014	191,187.50	190,290.09	3	422.51
365,000	CUSIP # 912828T17 U S TREASURY NOTE DTD 10/15/2012 .25% 10/15/2015 LAST PRICED: 11/30/2014	365,397.85	363,817.44	5	117.82
225,000	CUSIP # 912828TX8 U S TREASURY NOTE DTD 11/15/2012 .375% 11/15/2015 LAST PRICED: 11/30/2014	225,510.75	224,683.32	3	37.29
50,000	CUSIP # 912828UC2 U S TREASURY NOTE DTD 12/15/2012 .25% 12/15/2015 LAST PRICED: 11/30/2014	50,047.00	49,652.51	1	57.72



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355,000	CUSIP # 912828UM0 U S TREASURY NOTE DTD 02/15/2013 .375% 02/15/2016 LAST PRICED: 11/30/2014	355,720.65	354,143.38	5	390.69
250,000	CUSIP # 912828VG2 U S TREASURY NOTE DTD 06/15/2013 .5% 06/15/2016 LAST PRICED: 11/30/2014	250,860.00	250,067.25	3	577.19
300,000	CUSIP # 912828VR8 U S TREASURY NOTE DTD 08/15/2013 .625% 08/15/2016 LAST PRICED: 11/30/2014	301,314.00	300,329.13	4	550.27
225,000	CUSIP # 912828WA4 U S TREASURY NOTE DTD 10/15/2013 .625% 10/15/2016 LAST PRICED: 11/30/2014	225,792.00	225,009.54	3	181.58
265,000	CUSIP # 912828WF3 U S TREASURY NOTE DTD 11/15/2013 .625% 11/15/2016 LAST PRICED: 11/30/2014	265,808.25	264,731.75	4	73.20
225,000	CUSIP # 912828WX4 U S TREASURY NOTE DTD 07/31/2014 .5% 07/31/2016 LAST PRICED: 11/30/2014	225,650.25	224,835.50	3	376.02
		5,660,854.45	5,645,080.36	75	8,971.07
MORTGAGE BACKED SECURITIES					
74,621.14	CUSIP # 3136ADZT9 FED NATL MTG ASSN SERIES 2013-M5 CLASS ASQ2 DTD 04/01/2013 .59482% 08/25/2015 LAST PRICED: 11/30/2014	74,633.83	74,621.14	1	35.76
		74,633.83	74,621.14	1	35.76
COLLATERALIZED MORTGAGE OBLIGATIONS					



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130,152.46	CUSIP # 3136A0QW0 FED NATL MTG ASSN ASERIES 2011-79 CLASS GC DTD 07/01/2011 2% 12/25/2022 LAST PRICED: 11/30/2014	132,464.49	133,011.94	2	209.69
111,618.1	CUSIP # 3136A3UG4 FED NATL MTG ASSN SERIES 2012-1 CLASS AE DTD 01/01/2012 1.75% 12/25/2021 LAST PRICED: 11/30/2014	113,288.91	113,850.46	2	157.35
40,294.9	CUSIP # 3136A9YB8 FED NATL MTG ASSN SERIES 2012-123 CLASS WM DTD 10/01/2012 2.5% 02/25/2022 LAST PRICED: 11/30/2014	41,425.45	41,539.95	1	81.15
109,196.038	CUSIP # 3137A1W74 FED HOME LOAN MTG CORP SERIES 3728 CLASS CA DTD 09/01/2010 1.5% 11/15/2018 LAST PRICED: 11/30/2014	109,983.45	110,117.38	1	131.95
37,367.62	CUSIP # 3137A7Z52 FEDERAL HOME LOAN MTG CORP SERIES 3825 CLASS AB DTD 03/01/2011 3% 08/15/2020 LAST PRICED: 11/30/2014	38,523.48	38,652.14	1	90.31
76,045.11	CUSIP # 3137A9E28 FED HOME LOAN MTG CORP SERIES 3840 CLASS BA DTD 04/01/2011 2% 02/15/2018 LAST PRICED: 11/30/2014	77,137.27	77,494.73	1	122.52
16,958.19	CUSIP # 3137AB6F3 FED HOME LOAN MTG CORP SERIES 3852 CLASS EA DTD 05/01/2011 4.5% 12/15/2021 LAST PRICED: 11/30/2014	17,894.93	18,049.87	0	61.47
26,331.1464	CUSIP # 3137ABC33 FED HOME LOAN MTG CORP SERIES 3864 CLASS CA DTD 05/01/2011 2% 08/15/2018 LAST PRICED: 11/30/2014	26,755.39	26,882.45	0	42.42



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
58,006.34	CUSIP # 3137ACUK3 FED HOME LOAN MTG CORP DTD 07/01/2011 2% 10/15/2018 LAST PRICED: 11/30/2014	58,826.26	59,003.32	1	93.45
52,390.354	CUSIP # 3137AJAV6 FED HOME LOAN MTG CORP SERIES 3955 CLASS YA DTD 11/01/2011 1.75% 03/15/2021 LAST PRICED: 11/30/2014	53,194.70	53,149.60	1	73.86
45,060.7	CUSIP # 31393JQU5 FED HOME LOAN MTG CORP SERIES 2573 CLASS HC DTD 02/01/2003 4.5% 02/15/2018 LAST PRICED: 11/30/2014	46,923.15	47,144.74	1	163.35
99,760.6422	CUSIP # 31393NK24 FED HOME LOAN MTG CORP SERIES 2590 CLASS NV DTD 03/01/2003 5% 03/15/2018 LAST PRICED: 11/30/2014	104,732.21	105,946.17	1	401.81
71,185.00375	CUSIP # 31393QQP0 FED HOME LOAN MTG CORP SERIES 2622 CLASS PE DTD 05/01/2003 4.5% 05/15/2018 LAST PRICED: 11/30/2014	74,368.11	75,010.48	1	258.05
27,776.3	CUSIP # 31393ULR2 FED NATL MTG ASSN SERIES 2003-122 CLASS OL DTD 11/01/2003 4% 12/25/2018 LAST PRICED: 11/30/2014	29,156.70	28,956.80	0	89.50
19,829.66	CUSIP # 31394BBQ6 FED NATL MTG ASSN SERIES 2004-81 CLASS AC DTD 10/01/2004 4% 11/25/2019 LAST PRICED: 11/30/2014	20,660.60	20,622.84	0	63.90
54,878.01	CUSIP # 31394LUH3 FED HOME LOAN MTG CORP SERIES 2707 CLASS QE DTD 11/01/2003 4.5% 11/15/2018 LAST PRICED: 11/30/2014	57,923.96	58,719.47	1	198.93



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
58,650.15	CUSIP # 31394RLZ0 FED HOME LOAN MTG CORP SERIES 2752 CLASS JB DTD 02/01/2004 4.5% 02/15/2019 LAST PRICED: 11/30/2014	61,703.30	62,902.29	1	212.61
24,011.71	CUSIP # 31394XTB2 FED HOME LOAN MTG CORP SERIES 2780 CLASS YC DTD 04/01/2004 5% 04/15/2019 LAST PRICED: 11/30/2014	25,120.31	25,392.39	0	96.71
67,406.26	CUSIP # 31395FHB3 FED HOME LOAN MTG CORP SERIES 2854 CLASS AK DTD 09/01/2004 4% 09/15/2019 LAST PRICED: 11/30/2014	70,625.31	71,113.61	1	217.20
38,441.24	CUSIP # 31396WL95 FED NATL MTG ASSN SERIES 2007-68 CLASS WB DTD 06/01/2007 4.5% 10/25/2020 LAST PRICED: 11/30/2014	40,341.62	40,555.51	1	139.35
33,203.35	CUSIP # 31396YXB3 FED NATL MTG ASSN SERIES 2008-18 CLASS HD DTD 02/01/2008 4% 12/25/2018 LAST PRICED: 11/30/2014	34,447.41	34,863.52	0	106.99
82,198.59	CUSIP # 31397FS37 FED HOME LOAN MTG CORP SERIES 3294 CLASS DB DTD 03/01/2007 4.5% 03/15/2022 LAST PRICED: 11/30/2014	86,892.70	88,029.55	1	297.97
50,364.87	CUSIP # 31397SAY0 FED NATL MTG ASSN SERIES 2011-23 CLASS AB DTD 02/01/2011 2.75% 06/25/2020 LAST PRICED: 11/30/2014	51,742.00	51,930.90	1	111.57
37,823.19	CUSIP # 31397UDX4 FED NATL MTG ASSN SERIES 2011-47 CLASS MA DTD 05/01/2011 2.5% 01/25/2022 LAST PRICED: 11/30/2014	38,863.29	38,863.34	1	76.17



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
60,819.29	CUSIP # 31398M5V4 FED NATL MTG ASSN SERIES 2010-30 CLASS DB DTD 03/01/2010 2% 08/25/2018 LAST PRICED: 11/30/2014	61,787.05	61,579.53	1	97.99
28,429.51	CUSIP # 31398M856 FED NATL MTG ASSN SERIES 2010-29 CLASS KB DTD 03/01/2010 2.25% 12/25/2021 LAST PRICED: 11/30/2014	29,038.10	29,024.75	0	51.53
92,092.38	CUSIP # 31398QUB1 FED HOME LOAN MTG CORP SERIES 3747 CLASS NA DTD 10/01/2010 1.3% 10/15/2018 LAST PRICED: 11/30/2014	92,931.99	93,099.63	1	96.44
34,145.39	CUSIP # 31398SJH7 FED NATL MTG ASSN SERIES 2010-128 CLASS LA DTD 10/01/2010 2% 11/25/2020 LAST PRICED: 11/30/2014	34,756.39	34,764.28	0	55.01
6,235.19	CUSIP # 31398VHD1 FED HOME LOAN MTG CORP SERIES 3640 CLASS JA DTD 03/01/2010 1.5% 03/15/2015 LAST PRICED: 11/30/2014	6,237.17	6,272.21	0	7.53
62,812.6	CUSIP # 31398VU87 FED HOME LOAN MTG CORP SERIES 3659 CLASS DB DTD 04/01/2010 1.5% 03/15/2019 LAST PRICED: 11/30/2014	63,392.86	63,676.26	1	75.90
		1,701,138.56	1,710,220.11	23	3,882.68



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	7,583,726.91			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	49,980.61			
	NET ASSETS	7,533,776.30			
	ACCRUED INCOME	12,890.32			
	TOTAL MARKET VALUE	7,546,666.62			

Sam Houston State University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIODS ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
100.0 %	Total Plan Composite	\$ 77,619,469	1.05%	1.05%
	<i>Total Blended Index</i>		<i>0.59%</i>	<i>0.59%</i>
70.2 %	All Equity Composite	\$ 54,501,759	1.17%	1.17%
	<i>Blended Equity Index</i>		<i>1.84%</i>	<i>1.84%</i>
58.0 %	Domestic Equity	\$ 45,056,079	2.84%	2.84%
	<i>Russell 3000</i>		<i>3.05%</i>	<i>3.05%</i>
0.8	Vanguard Prime Cap Fund - VPMAX	636,112	5.26%	5.26%
10.3	Vanguard Instl Index - VINIX	7,963,090	4.13%	4.13%
10.2	Laudus LCG Fund - LGILX	7,907,600	5.48%	5.48%
10.3	Parnassus LCV Fund - PRILX	7,990,038	4.51%	4.51%
13.5	Columbus Circle SMID G	10,454,293	0.76%	0.76%
13.0	Baird Investment Mgmt SMID V	10,104,946	0.81%	0.81%
12.2 %	International Equity	\$ 9,445,680	-6.38%	-6.38%
	<i>MSCI EAFE</i>		<i>-3.91%</i>	<i>-3.91%</i>
7.5	Hancock Horizon Intl LC - HHDTX	5,810,552	-6.53%	-6.53%
4.7	Driehaus Intl SCG - DRIOX	3,635,128	-6.16%	-6.16%
13.9 %	Real Estate	\$ 10,806,858	4.06%	4.06%
	<i>FTSE NAREIT</i>		<i>4.96%</i>	<i>4.96%</i>
13.9	Rems RE Income - RREIX	10,806,858	4.06%	4.06%
15.7 %	Total Fixed Income	\$ 12,178,564	0.76%	0.76%
	<i>Blended Fixed Index</i>		<i>1.35%</i>	<i>1.35%</i>
4.0 %	Corporates	\$ 3,111,409	1.00%	1.00%
	<i>BC Credit</i>		<i>0.28%</i>	<i>0.28%</i>
4.0	Agincourt Capital Mgmt	3,111,409	1.00%	1.00%
4.1 %	Municipal Bonds	\$ 3,193,985	0.58%	0.58%
	<i>BC 3 Yr Muni</i>		<i>0.15%</i>	<i>0.15%</i>
4.1	iShares S&P Natl Muni - MUB	3,193,985	0.58%	0.58%
2.2 %	Money Markets	\$ 1,735,352	0.20%	0.20%
	<i>91-Day T-Bill</i>		<i>0.01%</i>	<i>0.01%</i>
2.2	Ridgeworth Ultra Short- SIGVX	1,735,352	0.20%	0.20%
5.3 %	Hybrid Securities	\$ 4,137,818	-7.43%	-7.43%
	<i>ML All Invest ex Man VOA1</i>		<i>3.64%</i>	<i>3.64%</i>
0.1	Invesco Convertibles - Class A	67,524	-2.02%	-2.02%
5.2	Tortoise Capital - MLP	4,070,294	-7.52%	-7.52%
0.2 %	Other	\$ 132,288	0.00%	0.00%
0.2	Money Market Sweep	132,288	0.00%	0.00%

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

*Currently the policy benchmark is a blend of 27% S&P 500, 12% Russell Mid, 12% Russell 2000, 9% MSCI EAFE, 5% S&P Developed ex-US SC, 26.33% BC Aggregate, 5.66% BC Muni Bond, and 3% ML 6 Month T-Bill.

Sam Houston State University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIOD ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
Total Plan Composite	\$76,917,207	\$52,814	-\$81,121	\$476,455	-\$60,544	\$314,657	\$77,619,469
All Equity Composite	\$53,924,182	\$31,291	-\$42,514	\$243,977	-\$46,229	\$391,052	\$54,501,759
Domestic Equity	\$43,834,145	\$31,291	-\$42,514	\$243,977	-\$45,333	\$1,034,513	\$45,056,079
Vanguard Prime Cap Fund - VPMAX	\$594,477	\$10,000				\$31,635	\$636,112
Vanguard Instl Index - VINIX	\$7,677,225			\$37,165	-\$539	\$249,238	\$7,963,090
Laudus LCG Fund - LGILX	\$7,496,715				-\$539	\$411,424	\$7,907,600
Parnassus LCV Fund - PRILX	\$7,644,923			\$172,803	-\$539	\$172,851	\$7,990,038
Columbus Circle SMID G	\$10,375,962	\$21,291	-\$21,595	\$9,580	-\$22,207	\$91,262	\$10,454,293
Baird Investment Mgmt SMID V	\$10,044,842		-\$20,918	\$24,429	-\$21,510	\$78,103	\$10,104,946
International Equity	\$10,090,038	\$0	\$0	\$0	-\$896	-\$643,461	\$9,445,680
Hancock Horizon Intl LC - HHDTX	\$6,216,484				-\$358	-\$405,574	\$5,810,552
Driehaus Intl SCG - DRIOX	\$3,873,553				-\$539	-\$237,887	\$3,635,128
Real Estate	\$10,384,761	\$0	\$0	\$123,415	-\$539	\$299,222	\$10,806,858
Rems RE Income - RREIX	\$10,384,761			\$123,415	-\$539	\$299,222	\$10,806,858
Total Fixed Income	\$12,493,191	\$0	-\$34,297	\$109,062	-\$13,776	-\$375,615	\$12,178,564
Corporates	\$3,082,398	\$0	-\$1,914	\$24,770	-\$1,914	\$8,070	\$3,111,409
Agincourt Capital Mgmt	\$3,082,398		-\$1,914	\$24,770	-\$1,914	\$8,070	\$3,111,409
Municipal Bonds	\$3,196,891	\$0	-\$21,270	\$21,270	-\$539	-\$2,367	\$3,193,985
iShares S&P Natl Muni - MUB	\$3,196,891		-\$21,270	\$21,270	-\$539	-\$2,367	\$3,193,985
Money Markets	\$1,731,821	\$0	\$0	\$2,238	-\$539	\$1,832	\$1,735,352
Ridgeworth Ultra Short- SIGVX	\$1,731,821			\$2,238	-\$539	\$1,832	\$1,735,352
Hybrid Securities	\$4,482,082	\$0	-\$11,113	\$60,783	-\$10,784	-\$383,150	\$4,137,818
Invesco Convertibles - Class A	\$69,253		-\$329	\$366		-\$1,767	\$67,524
Tortoise Capital - MLP	\$4,412,828		-\$10,784	\$60,417	-\$10,784	-\$381,383	\$4,070,294
Other	\$115,074	\$21,524	-\$4,310	\$1	\$0	-\$1	\$132,288
Money Market Sweep	\$115,074	\$21,524	-\$4,310	\$1		-\$1	\$132,288

Sul Ross State University
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIODS ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 08/31/14	Ending Market Value As of 11/30/14	Book Balance As of 11/30/14	Quarter Ending 11/30/14 Investment Income Return	
Operating Funds								
Cash in Bank - WTNB				\$ 4,132,346.12	\$ 3,475,872.60	\$ 3,475,872.60	\$ 4,926.20	0.14%
Cash in Treasury				\$ 141,579.34	\$ 1,062,526.83	\$ 1,062,526.83	\$ 553.39	0.08%
TexPool Series 0001	General Fund			\$ 15,053,018.25	\$ 13,948,282.49	\$ 13,948,282.49	\$ 1,088.88	0.01%
MBS FNMA (CMO)	31358TRG	11/29/1993	2/25/2023	\$ 1,565.78	\$ 1,558.03	\$ 1,446.00	\$ 30.75	1.51%
WTNB - Payroll				\$ 25,139.64	\$ 22,933.70	\$ 22,933.70	\$ 43.74	0.18%
WTNB Clearing				\$ 244.80	\$ 245.16	\$ 245.16	\$ 0.36	0.15%
IBC Bank				\$ 31,376.40	\$ 16,309.09	\$ 16,309.09	\$ 2.12	0.03%
Clearing Fund- US Bank				\$ 4,413.23	\$ 5,711.94	\$ 5,711.94	\$ 0.43	0.07%
Clearing Fund- FSB Bank				\$ 29,017.62	\$ 6,598.66	\$ 6,598.66	\$ -	0.00%
Clearing Fund- TB&T Bank				\$ 19,157.03	\$ 3,288.16	\$ 3,288.16	\$ -	-4.18%
Totals				\$ 19,437,858.21	\$ 18,543,326.66	\$ 18,543,214.63	\$ 6,645.87	0.04%
							6 Month T-Bill	0.01%

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

Cesarito Valenzuela
Name of Signee
Title **VPFO**

1/12/2015

Cesarito Valenzuela



SUL ROSS STATE UNIVERSITY /
CLEARING, TNB CUSTODIAN

STATEMENT OF ACCOUNT

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Statement Period
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11/01/2014 through 11/30/2014
1044005716

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
22,502.04	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	22,502.04	22,502.04	1	0.19
		22,502.04	22,502.04	1	0.19
MUTUAL FUNDS EQUITY					
147,338.187	CUSIP # 98147A428 WORLDS FUNDS TRUST REMS REAL ESTATE INCOME 50/50 FUND - INS LAST PRICED: 11/30/2014	2,148,190.77	2,055,536.13	98	13,127.83
		2,148,190.77	2,055,536.13	98	13,127.83
TOTAL INVESTMENTS		2,170,692.81			
CASH		0.00			
DUE FROM BROKER		0.00			
DUE TO BROKER		0.00			
NET ASSETS		2,170,692.81			
ACCRUED INCOME		13,128.02			
TOTAL MARKET VALUE		2,183,820.83			



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Statement Period
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11/01/2014 through 11/30/2014
1044005930

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
27,776.86	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	27,776.86	27,776.86	1	0.27
		27,776.86	27,776.86	1	0.27
COMMON STOCK					
528	CUSIP # 00971T101 AKAMAI TECHNOLOGIES INC COM LAST PRICED: 11/30/2014	34,114.08	25,584.71	2	0.00
383	CUSIP # 009728106 AKORN INC COM LAST PRICED: 11/30/2014	15,346.81	14,538.76	1	0.00
451	CUSIP # 035623107 ANN INC COM LAST PRICED: 11/30/2014	16,565.23	15,530.30	1	0.00
690	CUSIP # 05463D100 AXIAL CORP COM LAST PRICED: 11/30/2014	29,863.20	28,206.91	2	0.00
1,782	CUSIP # 103304101 BOYD GAMING CORP COM LAST PRICED: 11/30/2014	22,773.96	19,932.17	1	0.00
884	CUSIP # 122017106 BURLINGTON STORES INC COM LAST PRICED: 11/30/2014	39,488.28	24,381.21	2	0.00
698	CUSIP # 12467B304 C&J ENERGY SERVICES INC COM LAST PRICED: 11/30/2014	10,574.70	19,929.03	1	0.00
1,815	CUSIP # 127387108 CADENCE DESIGN COM LAST PRICED: 11/30/2014	34,249.05	24,470.19	2	0.00



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Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
377	CUSIP # 142339100 CARLISLE COMPANIES INC COM LAST PRICED: 11/30/2014	33,703.80	26,808.02	2	94.25
420	CUSIP # 148887102 CATAMARAN CORP COM LAST PRICED: 11/30/2014	21,394.80	18,388.33	1	0.00
454	CUSIP # 14964U108 CAVIUM INC COM LAST PRICED: 11/30/2014	25,696.40	17,694.58	1	0.00
362	CUSIP # 15135B101 CENTENE CORPORATION LAST PRICED: 11/30/2014	35,754.74	21,144.02	2	0.00
1,200	CUSIP # 205768203 COMSTOCK RESOURCES INC COM LAST PRICED: 11/30/2014	10,632.00	27,445.20	1	0.00
325	CUSIP # 229678107 CUBIST PHARMACEUTICALS INC COM LAST PRICED: 11/30/2014	24,638.25	20,478.51	1	0.00
766	CUSIP # 242309102 DEALERTRACK TECHNOLOGIES INC COM LAST PRICED: 11/30/2014	36,124.56	34,236.53	2	0.00
538	CUSIP # 29977A105 EVERCORE PARTNERS INC CL A COM LAST PRICED: 11/30/2014	27,169.00	25,817.63	1	150.64
1,144	CUSIP # 30255X106 FMSA HOLDINGS INC LAST PRICED: 11/30/2014	10,936.64	14,306.40	1	0.00
1,385	CUSIP # 302693106 FXCM INC - A COM LAST PRICED: 11/30/2014	22,298.50	23,342.50	1	0.00
1,046	CUSIP # 31787A507 FINISAR CORPORATION COM LAST PRICED: 11/30/2014	17,834.30	23,569.29	1	0.00



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Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
2,080	CUSIP # 320517105 FIRST HORIZON NATIONAL CORP COM LAST PRICED: 11/30/2014	26,540.80	23,320.31	1	0.00
1,351	CUSIP # 337915102 FIRSTMERIT CORP COM LAST PRICED: 11/30/2014	24,169.39	28,173.82	1	216.16
915	CUSIP # 34959E109 FORTINET INC COM LAST PRICED: 11/30/2014	25,217.40	17,968.04	1	0.00
641	CUSIP # 368736104 GENERAC HOLDINGS INC COM LAST PRICED: 11/30/2014	27,806.58	32,113.94	1	0.00
224	CUSIP # 371559105 GENESEE & WYOMING INC CL A COM LAST PRICED: 11/30/2014	22,084.16	20,571.30	1	0.00
622	CUSIP # 402635304 GULFPORT ENERGY CORPORATION COM LAST PRICED: 11/30/2014	29,688.06	37,617.52	2	0.00
1,353	CUSIP # 447011107 HUNTSMAN CORPORATION COM LAST PRICED: 11/30/2014	34,528.56	26,539.74	2	0.00
678	CUSIP # 45256B101 IMPAX LABORATORIES INC COM LAST PRICED: 11/30/2014	21,662.10	19,284.64	1	0.00
248	CUSIP # 48020Q107 JONES LANG LASALLE INC COM LAST PRICED: 11/30/2014	36,123.68	20,781.41	2	62.00
247	CUSIP # 497266106 KIRBY CORP COM LAST PRICED: 11/30/2014	23,746.58	20,061.34	1	0.00
1,388	CUSIP # 501014104 KRISPY KREME DOUGHNUTS INC COM LAST PRICED: 11/30/2014	28,259.68	27,353.10	1	0.00



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Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
487	CUSIP # 50212V100 IPI FINANCIAL HOLDINGS INC COM LAST PRICED: 11/30/2014	20,780.29	19,430.40	1	0.00
699	CUSIP # 50420D108 LA QUINTA HOLDINGS INC LAST PRICED: 11/30/2014	15,391.98	14,049.18	1	0.00
313	CUSIP # 521865204 LEAR CORPORATION COM LAST PRICED: 11/30/2014	30,019.83	22,056.54	2	0.00
922	CUSIP # 535919203 LIONS GATE ENTERTAINMENT CORP COM LAST PRICED: 11/30/2014	31,255.80	28,805.27	2	0.00
1,381	CUSIP # 584404107 MEDIA GENERAL INC CL A LAST PRICED: 11/30/2014	21,143.11	27,578.30	1	0.00
314	CUSIP # 58501N101 MEDIVATION INC COM LAST PRICED: 11/30/2014	36,389.46	18,573.75	2	0.00
895	CUSIP # 62936P103 NPS PHARMACEUTICALS, INC LAST PRICED: 11/30/2014	29,696.10	22,553.57	2	0.00
748	CUSIP # 65336K103 NEXSTAR BROADCASTING GROUP INC CLASS A COM LAST PRICED: 11/30/2014	38,379.88	25,595.20	2	0.00
499	CUSIP # 688239201 OSHKOSH CORP LAST PRICED: 11/30/2014	22,654.60	28,455.79	1	84.83
745	CUSIP # 70959W103 PENSKE AUTO GROUP INC COM LAST PRICED: 11/30/2014	35,275.75	30,464.68	2	156.45
939	CUSIP # 723456109 PINNACLE ENTERTAINMENT INC COM LAST PRICED: 11/30/2014	23,371.71	22,984.02	1	0.00



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Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,290	CUSIP # 742962103 PRIVATEBANCORP INC COM LAST PRICED: 11/30/2014	40,570.50	28,965.05	2	0.00
966	CUSIP # 74762E102 QUANTA SERVICES INC COM LAST PRICED: 11/30/2014	29,463.00	25,217.72	2	0.00
1,517	CUSIP # 750917106 RAMBUS INC DEL COM LAST PRICED: 11/30/2014	17,976.45	18,607.29	1	0.00
633	CUSIP # 75605Y106 REALOGY HOLDINGS CORP COM LAST PRICED: 11/30/2014	29,130.66	26,620.93	2	0.00
1,205	CUSIP # 762760106 RICE ENERGY INC COM LAST PRICED: 11/30/2014	30,004.50	28,072.77	2	0.00
677	CUSIP # 783764103 RYLAND GROUP INC COM LAST PRICED: 11/30/2014	26,491.01	24,609.83	1	0.00
2,127	CUSIP # 78442P106 SLM CORP COM LAST PRICED: 11/30/2014	20,589.36	19,278.62	1	0.00
2,402	CUSIP # 80874P109 SCIENTIFIC GAMES CORP-A COM LAST PRICED: 11/30/2014	36,366.28	32,295.84	2	0.00
1,070	CUSIP # 81616X103 SELECT COMFORT CORPORATION COM LAST PRICED: 11/30/2014	28,183.80	22,327.22	1	0.00
573	CUSIP # 829226109 SINCLAIR BROADCAST GROUP INC CL A LAST PRICED: 11/30/2014	16,708.68	14,685.30	1	94.55
592	CUSIP # 831865209 A O SMITH CORP COM LAST PRICED: 11/30/2014	31,926.56	25,345.41	2	0.00



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Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
487	CUSIP # 848577102 SPIRIT AIRLINES INC COM LAST PRICED: 11/30/2014	40,270.03	22,343.69	2	0.00
666	CUSIP # 868157108 SUPERIOR ENERGY SVC INC COM LAST PRICED: 11/30/2014	12,860.46	18,421.32	1	0.00
532	CUSIP # 88033G407 TENET HEALTHCARE CORP COM LAST PRICED: 11/30/2014	25,562.60	21,940.59	1	0.00
1,747	CUSIP # 880770102 TERADYNE INC COM LAST PRICED: 11/30/2014	34,677.95	28,238.31	2	0.00
735	CUSIP # 880779103 TEREX CORP NEW COM LAST PRICED: 11/30/2014	21,094.50	21,468.79	1	36.75
364	CUSIP # 896047503 TRIBUNE MEDIA CO CLASS A COM LAST PRICED: 11/30/2014	24,737.44	26,514.75	1	0.00
380	CUSIP # 896818101 TRIUMPH GROUP INC COM LAST PRICED: 11/30/2014	25,862.80	27,429.85	1	15.20
834	CUSIP # 92210H105 VANTIV INC CL A LAST PRICED: 11/30/2014	28,139.16	22,723.42	1	0.00
808	CUSIP # 92342Y109 VERIFONE HOLDINGS INC COM LAST PRICED: 11/30/2014	28,813.28	17,125.26	2	0.00
461	CUSIP # 966387102 WHITING PETROLEUM CORPORATION COM LAST PRICED: 11/30/2014	19,255.97	25,257.88	1	0.00
2,238	CUSIP # 97717P104 WISDOMTREE INVESTMENTS INC COM LAST PRICED: 11/30/2014	33,995.22	25,364.96	2	0.00



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Statement Period
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1044005930

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
800	CUSIP # 989701107 ZIONS BANCORP COM LAST PRICED: 11/30/2014	22,448.00	22,953.28	1	0.00
304	CUSIP # G0450A105 ARCH CAPITAL GROUP LTD COM LAST PRICED: 11/30/2014	17,425.28	16,301.22	1	0.00
752	CUSIP # G1154H107 BELMOND LTD CL A COM LAST PRICED: 11/30/2014	8,512.64	9,266.48	0	0.00
		1,724,409.93	1,531,511.93	90	910.83
FOREIGN STOCK					
467	CUSIP # 59151K108 METHANEX CORP NO PAR COM LAST PRICED: 11/30/2014	24,125.22	29,015.80	1	0.00
495	CUSIP # 733174700 POPULAR INC COM LAST PRICED: 11/30/2014	16,156.80	15,152.03	1	0.00
809	CUSIP # G3727Q101 FREESCALE SEMICONDUCTOR LTD COM LAST PRICED: 11/30/2014	17,547.21	11,839.97	1	0.00
458	CUSIP # G4705A100 ICON PLC COM LAST PRICED: 11/30/2014	25,437.32	17,285.31	1	0.00
802	CUSIP # G66721104 NORWEGIAN CRUISE LINE HLDGS LTD COM LAST PRICED: 11/30/2014	35,199.78	25,417.49	2	0.00
1,598	CUSIP # Y7542C106 SCORPIO TANKERS INC COM LAST PRICED: 11/30/2014	13,183.50	18,482.81	1	191.76
		131,649.83	117,193.41	7	191.76
UNIT INVESTMENT TRUSTS					



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Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
864	CUSIP # 517942108 LASALLE HOTEL PROPERTIES COM SH BEN INT LAST PRICED: 11/30/2014	34,879.68	23,367.56	2	0.00
		34,879.68	23,367.56	2	0.00
	TOTAL INVESTMENTS	1,918,716.30			
	CASH	0.00			
	DUE FROM BROKER	4,754.32			
	DUE TO BROKER	14,538.76			
	NET ASSETS	1,908,931.86			
	ACCRUED INCOME	1,102.86			
	TOTAL MARKET VALUE	1,910,034.72			



SUL ROSS STATE UNIVERSITY/
MUTUAL FUNDS/TNB CUSTODIAN

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1044005725

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
43.65	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	43.65	43.65	0	0.00
		43.65	43.65	0	0.00
MUTUAL FUNDS EQUITY					
35,247.57	CUSIP # 353533888 FRANKLIN INTERNATIONAL SMALL CAP GROWTH FUND - ADV LAST PRICED: 11/30/2014	711,295.96	637,788.27	10	0.00
53,300.508	CUSIP # 41012R787 HANCOCK HORIZON DIVERSIFIED INTERNATIONAL FUND - IN LAST PRICED: 11/30/2014	1,190,200.34	1,118,270.11	17	0.00
83,851.554	CUSIP # 51855Q549 LAUDUS GROWTH INVESTORS U.S. LARGE CAP GROWTH FUND LAST PRICED: 11/30/2014	1,710,571.70	1,351,341.95	25	0.00
40,695.616	CUSIP # 701769408 PARNASSUS CORE EQUITY FUND - INS LAST PRICED: 11/30/2014	1,661,195.05	1,387,485.55	24	0.00
8,598.885	CUSIP # 922040100 VANGUARD INSTITUTIONAL INDEX FUND 94 LAST PRICED: 11/30/2014	1,635,507.93	1,293,744.14	24	0.00
		6,908,770.98	5,788,630.02	100	0.00



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1044005725

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	6,908,814.63			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	6,908,814.63			
	ACCRUED INCOME	0.00			
	TOTAL MARKET VALUE	6,908,814.63			



SUL ROSS STATE UNIVERSITY/
QUANTUM CAPITAL MANAGEMENT/
TNB CUSTODIAN

STATEMENT OF ACCOUNT

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Statement Period
Account Number

11/01/2014 through 11/30/2014
1044005734

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
25,825.24	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	25,825.24	25,825.24	1	0.26
		25,825.24	25,825.24	1	0.26
COMMON STOCK					
1,527	CUSIP # 003654100 ABIOMED INC COM LAST PRICED: 11/30/2014	54,239.04	35,541.54	3	0.00
1,600	CUSIP # 00912X302 AIR LEASE CORPORATION COM LAST PRICED: 11/30/2014	60,848.00	48,393.67	3	0.00
875	CUSIP # 016255101 ALIGN TECHNOLOGY INC COM LAST PRICED: 11/30/2014	49,787.50	42,645.74	2	0.00
329	CUSIP # 01748X102 ALLEGiant TRAVEL CO COM LAST PRICED: 11/30/2014	46,145.54	39,038.88	2	0.00
459	CUSIP # 043436104 ASBURY AUTOMOTIVE GROUP INC COM LAST PRICED: 11/30/2014	34,750.89	29,569.26	2	0.00
775	CUSIP # 14149Y108 CARDINAL HEALTH INC COM LAST PRICED: 11/30/2014	63,697.25	53,662.88	3	0.00
1,307	CUSIP # 141619106 CARDIOVASCULAR SYSTEMS INC COM LAST PRICED: 11/30/2014	40,072.62	38,358.66	2	0.00
2,221	CUSIP # 171779309 CIENA CORPORATION COM LAST PRICED: 11/30/2014	36,713.13	48,467.48	2	0.00



SUL ROSS STATE UNIVERSITY/
QUANTUM CAPITAL MANAGEMENT/
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Statement Period
Account Number

11/01/2014 through 11/30/2014
1044005734

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
485	CUSIP # 171798101 CIMAREX ENERGY CO COM LAST PRICED: 11/30/2014	50,900.75	45,701.60	3	77.60
776	CUSIP # 198516106 COLUMBIA SPORTSWEAR COMPANY COM LAST PRICED: 11/30/2014	34,958.80	29,928.69	2	116.40
1,947	CUSIP # 225223304 CRAY INC COM LAST PRICED: 11/30/2014	65,380.26	50,504.93	3	0.00
1,628	CUSIP # 277461406 EASTMAN KODAK CO COM LAST PRICED: 11/30/2014	33,097.24	48,203.70	2	0.00
908	CUSIP # 29404K106 ENVESTNET INC COM LAST PRICED: 11/30/2014	46,444.20	38,325.77	2	0.00
762	CUSIP # 294429105 EQUIFAX INC COM LAST PRICED: 11/30/2014	60,617.10	47,893.64	3	190.50
2,622	CUSIP # 315405100 FERRO CORP COM LAST PRICED: 11/30/2014	33,745.14	38,419.12	2	0.00
1,161	CUSIP # 33616C100 FIRST REPUBLIC BK/SAN FRANCISCO COM LAST PRICED: 11/30/2014	59,826.33	60,521.95	3	0.00
390	CUSIP # 371559105 GENESEE & WYOMING INC CL. A. COM LAST PRICED: 11/30/2014	38,450.10	39,937.79	2	0.00
1,816	CUSIP # 382410405 GOODRICH PETROLEUM CORP COM LAST PRICED: 11/30/2014	10,986.80	47,802.45	1	0.00
1,650	CUSIP # 416515104 HARTFORD FINL SVCS GROUP COM LAST PRICED: 11/30/2014	68,145.00	60,733.07	3	297.00



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Account Number

11/01/2014 through 11/30/2014
1044005734

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
573	CUSIP # 45665Q103 INFINITY PTY AND CAS CORP COM LAST PRICED: 11/30/2014	41,634.18	39,411.97	2	0.00
899	CUSIP # 45784P101 INSULET CORPORATION COM LAST PRICED: 11/30/2014	41,884.41	32,586.50	2	0.00
1,841	CUSIP # 535919203 LIONS GATE ENTERTAINMENT CORP COM LAST PRICED: 11/30/2014	62,409.90	49,505.78	3	0.00
2,782	CUSIP # 55405Y100 MA-COM TECHNOLOGY SOLUTIONS HOLDINGS INC COM LAST PRICED: 11/30/2014	69,077.06	55,576.57	3	0.00
1,318	CUSIP # 57063L107 MARKETO INC COM LAST PRICED: 11/30/2014	42,123.28	43,570.82	2	0.00
2,495	CUSIP # 573075108 MARTEN TRANSPORT COM LAST PRICED: 11/30/2014	53,642.50	60,052.54	3	0.00
1,008	CUSIP # 626755102 MURPHY USA INC COM LAST PRICED: 11/30/2014	64,229.76	41,231.29	3	0.00
847	CUSIP # 628530107 MYLAN, INC. COM LAST PRICED: 11/30/2014	49,642.67	38,053.10	2	0.00
1,918	CUSIP # 62936P103 NPS PHARMACEUTICALS, INC LAST PRICED: 11/30/2014	63,639.24	58,201.74	3	0.00
440	CUSIP # 783549108 RYDER SYSTEM INC COM LAST PRICED: 11/30/2014	42,028.80	39,325.79	2	162.80
807	CUSIP # 78709Y105 SAIA INC COM LAST PRICED: 11/30/2014	44,764.29	36,061.84	2	0.00



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Statement Period
Account Number

11/01/2014 through 11/30/2014
1044005734

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,394	CUSIP # 79970Y105 SANCHEZ ENERGY CORP COM LAST PRICED: 11/30/2014	15,738.26	48,893.62	1	0.00
1,262	CUSIP # 84649R200 SPANSION INC CLASS A COM LAST PRICED: 11/30/2014	29,492.94	25,357.24	1	0.00
521	CUSIP # 90384S303 ULTA SALON COSMETICS & FRAGRANCE INC COM LAST PRICED: 11/30/2014	65,901.29	49,452.96	3	0.00
15,469	CUSIP # 92886T201 VONAGE HOLDINGS CORPORATION COM LAST PRICED: 11/30/2014	52,749.29	57,986.70	3	0.00
1,217	CUSIP # 966244105 WHITEWAVE FOODS COMPANY A COM LAST PRICED: 11/30/2014	44,578.71	40,115.97	2	0.00
864	CUSIP # 969904101 WILLIAMS SONOMA INC COM LAST PRICED: 11/30/2014	64,419.84	51,580.80	3	0.00
3,448	CUSIP # 97717P104 WISDOMTREE INVESTMENTS INC COM LAST PRICED: 11/30/2014	52,375.12	39,607.87	3	0.00
		1,789,137.23	1,650,223.92	90	844.30
FOREIGN STOCK					
459	CUSIP # G81276100 SIGNET JEWELERS LTD COM LAST PRICED: 11/30/2014	60,110.64	50,007.91	3	0.00
2,608	CUSIP # N22035104 CONSTELLUM NV CLASS A COM LAST PRICED: 11/30/2014	41,076.00	59,572.19	2	0.00
1,909	CUSIP # Q9235V101 TRONOX LIMITED CL A COM LAST PRICED: 11/30/2014	43,047.95	51,546.80	2	477.25



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Statement Period
Account Number

11/01/2014 through 11/30/2014
1044005734

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
		144,234.59	161,126.90	7	477.25
	ADRS				
3,768	CUSIP # 204448104 COMPANIA DE MINAS BUENAVENTURA S.A.U. - ADR LAST PRICED: 11/30/2014	34,854.00	39,809.97	2	83.11
		34,854.00	39,809.97	2	83.11
	TOTAL INVESTMENTS	1,994,051.06			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	1,994,051.06			
	ACCRUED INCOME	1,404.92			
	TOTAL MARKET VALUE	1,995,455.98			



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Statement Period
Account Number

11/01/2014 through 11/30/2014
1044005921

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
41,922.2	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	41,922.20	41,922.20	1	0.39
		41,922.20	41,922.20	1	0.39
COMMON STOCK					
994	CUSIP # 00434L109 ACCESS MIDSTREAM PARTNERS LP COM LAST PRICED: 11/30/2014	62,303.92	51,499.51	2	0.00
1,248	CUSIP # 03673L103 ANTERO MIDSTREAM PARTNERS LP LAST PRICED: 11/30/2014	34,557.12	36,585.00	1	0.00
2,956	CUSIP # 118230101 BUCKEYE PARTNERS LP LTD PARTNSHP INTS LAST PRICED: 11/30/2014	227,227.72	214,463.80	6	0.00
2,231	CUSIP # 23311P100 DCP MIDSTREAM PARTNERS, L.P. COM LAST PRICED: 11/30/2014	106,887.21	112,308.56	3	0.00
618	CUSIP # 257454108 DOMINION MIDSTREAM PARTNERS LP LAST PRICED: 11/30/2014	19,188.90	15,699.49	1	0.00
1,373	CUSIP # 26885B100 EQT MIDSTREAM PARTNERS LP COM LAST PRICED: 11/30/2014	114,837.72	88,746.30	3	0.00
1,215	CUSIP # 29250R106 ENBRIDGE ENERGY PARTNERS L.P. COM LAST PRICED: 11/30/2014	45,562.50	46,355.89	1	0.00
5,360	CUSIP # 29273V100 ENERGY TRANSFER EQUITY LP COM LAST PRICED: 11/30/2014	318,330.40	207,503.11	9	0.00



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TORTOISE CAPITAL ADVISORS/
TNB CUSTODIAN

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Account Number

11/01/2014 through 11/30/2014
1044005921

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,140	CUSIP # 29336U107 ENLINK MIDSTREAM PARTNERS LP COM LAST PRICED: 11/30/2014	31,794.60	33,620.08	1	0.00
7,434	CUSIP # 293792107 ENTERPRISE PRODUCTS PARTNERS I.P. COM LAST PRICED: 11/30/2014	277,585.56	241,895.76	8	0.00
1,650	CUSIP # 371927104 GENESIS ENERGY I.P. COM LAST PRICED: 11/30/2014	72,649.50	86,269.58	2	0.00
1,148	CUSIP # 55336V100 MPLX LP COM LAST PRICED: 11/30/2014	76,238.68	48,921.73	2	0.00
4,419	CUSIP # 559080106 MAGELLAN MIDSTREAM PARTNERS COM LAST PRICED: 11/30/2014	366,290.91	281,879.29	10	0.00
2,354	CUSIP # 570759100 MARKWEST ENERGY PARTNERS I.P. COM LAST PRICED: 11/30/2014	167,275.24	155,279.20	5	0.00
1,472	CUSIP # 678049107 OIL TANKING PARTNERS LP COM LAST PRICED: 11/30/2014	71,053.44	48,879.97	2	0.00
2,075	CUSIP # 682680103 ONEOK INC NEW COM LAST PRICED: 11/30/2014	112,382.00	122,139.88	3	0.00
502	CUSIP # 718549207 PHILLIPS 66 PARTNERS I.P. COM LAST PRICED: 11/30/2014	31,249.50	20,380.28	1	0.00
5,725	CUSIP # 726503105 PLAINS ALL AMERN PIPELINE LP COM LAST PRICED: 11/30/2014	294,551.25	310,964.15	8	0.00
1,638	CUSIP # 72651A108 PLAINS GP HOLDINGS I.P. CLASS A COM LAST PRICED: 11/30/2014	42,555.24	40,840.13	1	0.00



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TORTOISE CAPITAL ADVISORS/
TNB CUSTODIAN

STATEMENT OF ACCOUNT

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Statement Period
Account Number

11/01/2014 through 11/30/2014
1044005921

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
3,021	CUSIP # 75885Y107 REGENCY ENERGY PARTNERS LP COM LAST PRICED: 11/30/2014	86,068.29	82,538.00	2	0.00
1,009	CUSIP # 822634101 SHELL MIDSTREAM PARTNERS LP LAST PRICED: 11/30/2014	36,848.68	32,890.07	1	0.00
1,703	CUSIP # 847560109 SPECTRA ENERGY CORPORATION COM LAST PRICED: 11/30/2014	64,509.64	62,272.50	2	630.11
2,421	CUSIP # 84756N109 SPECTRA ENERGY PARTNERS LP COM LAST PRICED: 11/30/2014	130,661.37	116,587.75	4	0.00
4,598	CUSIP # 86764L108 SUNOCO LOGISTICS PARTNERS L.P. COM LAST PRICED: 11/30/2014	221,347.72	175,595.96	6	0.00
1,602	CUSIP # 87611X105 TARGA RESOURCES PARTNERS LP COM LAST PRICED: 11/30/2014	87,837.66	88,362.22	2	0.00
2,135	CUSIP # 88160T107 TESORO LOGISTICS LP COM LAST PRICED: 11/30/2014	122,271.45	124,888.99	3	0.00
752	CUSIP # 91914J102 VALERO ENERGY PARTNERS LP COM LAST PRICED: 11/30/2014	31,373.44	27,043.77	1	0.00
1,843	CUSIP # 958254104 WESTERN GAS PARTNERS LP COM LAST PRICED: 11/30/2014	130,723.99	117,564.02	4	0.00
869	CUSIP # 95825R103 WESTERN GAS EQUITY PARTNERS LP COM LAST PRICED: 11/30/2014	54,573.20	37,220.70	2	0.00
1,358	CUSIP # 969457100 WILLIAMS COMPANIES INC COM LAST PRICED: 11/30/2014	70,276.50	56,452.72	2	0.00



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TORTOISE CAPITAL ADVISORS/
TNB CUSTODIAN

STATEMENT OF ACCOUNT

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Statement Period
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11/01/2014 through 11/30/2014
1044005921

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
		3,809,013.35	3,085,648.41	99	630.11
	TOTAL INVESTMENTS	3,850,935.55			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	3,850,935.55			
	ACCRUED INCOME	630.50			
	TOTAL MARKET VALUE	3,851,566.05			



Financial Northeastern Companies

OFFICE SERVING YOUR ACCOUNT
Financial Northeastern
Securities, Inc.
100 Passaic Avenue
One Greenbrook Corporate Ctr.
Fairfield, New Jersey 07004
800-362-4141 or 673-682-9337

SUL ROSS UNIVERSITY

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STATEMENT PERIOD
November 1 - November 28, 2014

ACCOUNT NUMBER
130-11103 026

LAST STATEMENT October 31, 2014

Your Portfolio Holdings

The total cost basis for each security position and the unrealized gain/loss are provided solely for your convenience and may not be used for tax purposes or otherwise relied upon. If you have questions related to tax consequences, please consult your tax advisor. Unrealized gain/loss total reflects only those positions for which a cost basis is available or has been provided to J.P. Morgan Clearing Corp. ("JPMCC"). Unless the tax basis provided relates to a position purchased on the books of JPMCC, JPMCC has not and cannot validate the basis provided. Information on this statement related to cost and gain/loss calculations does not include adjustments for wash sales that may have occurred on the last business day of this statement period. These wash sale adjustments, if any, will be reflected on your next statement.

CASH & MONEY MARKET FUNDS

DESCRIPTION	TYPE	QUANTITY	PRICE	MARKET VALUE	COST	UNREALIZED GAIN/LOSS
CASH BALANCE	INCM			10	10	
DREYFUS GOVT CASH MGMT INSTL SH SYMBOL: DGCXX EST. 30 DAY AVG YIELD .0100%	CASH	101.02	1.00	101	101	
TOTAL CASH & MONEY MARKET FUNDS				\$111	\$111	\$0



Financial Northeastern Companies

OFFICE SERVING YOUR ACCOUNT
Financial Northeastern
Securities, Inc.
100 Passaic Avenue
One Greenbrook Corporate Ctr.
Fairfield, New Jersey 07004
800-362-4141 or 973-892-9337

SUL ROSS UNIVERSITY

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STATEMENT PERIOD
November 1 - November 28, 2014

ACCOUNT NUMBER
130-11103 026

LAST STATEMENT October 31, 2014

Your Portfolio Holdings (continued)

FIXED INCOME

Government & Agency Obligations

DESCRIPTION	ACCT TYPE	ACQUISITION DATE	QUANTITY	PRICE	MARKET VALUE	UNIT COST	COST	UNREALIZED GAIN/LOSS	ESTIMATED ANNUAL INCOME	ESTIMATED YIELD (%)	ACCUMULATED INTEREST
FANNIE MAE REMIC TRUST CMO/SERIES 1993-27 S-VAR RATE DATED DATE 02/03/93 BOOK ENTRY ONLY DUE 02/25/2023 9.518% AMORTIZED AMOUNT = 1,235 FACTOR = .00617626 CUSIP: 31358TRG6 RATING: MOODY N/A S&P N/A	CASH	08/19/14	200,000	117.07	1,446		Please provide this information	ST	118	8.16	1
Total Government & Agency Obligations			200,000		\$1,446		\$0	\$0	\$118		\$1
TOTAL FIXED INCOME			200,000		\$1,446		\$0	\$0	\$118		\$1

YOUR PORTFOLIO HOLDINGS ACCRUED INTEREST	\$1
YOUR PORTFOLIO HOLDINGS ESTIMATED ANNUAL INCOME	\$118
YOUR PRICED PORTFOLIO HOLDINGS	\$1,557

Transaction Detail

INVESTMENT ACTIVITY

SETTLEMENT DATE	TRADE DATE	TRANSACTION	DESCRIPTION	SYMBOL/CUSIP	QUANTITY	PRICE	DEBIT AMOUNT	CREDIT AMOUNT
11/25/14		PRINCIPAL	FANNIE MAE REMIC TRUST CMO/SERIES 1993-27 S-VAR RATE 9.518 DUE 02/25/23 PRINCIPAL PAYMENT 11-25-14	31358TRG6				26.65

SECURITIES SOLD	\$26.65
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Sul Ross State University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIODS ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
100.0 %	Total Plan Composite	\$ 18,188,803	-0.68%	-0.68%
	<i>Total Blended Index</i>		0.61%	0.61%
49.0 %	Domestic Equity	\$ 8,912,765	2.46%	2.46%
	<i>Russell 3000</i>		3.05%	3.05%
9.1	Parnassus Equity Income - PRILX	1,661,195	4.51%	4.51%
9.0	Vanguard Institl Index - VINIX	1,635,508	3.72%	3.72%
9.4	Laudus Growth Investors -LGILX	1,710,572	5.48%	5.48%
10.5	Penn Capital Management	1,910,035	-1.00%	-1.00%
11.0	Quantum Capital Management	1,995,456	0.51%	0.51%
10.5 %	International Equity	\$ 1,901,496	-7.98%	-7.98%
	<i>MSCI EAFE</i>		-3.91%	-3.91%
6.5	Hancock Horizon - HHDTX	1,190,200	-6.53%	-6.53%
3.9	Franklin Intl SCG - FKSCX	711,296	-10.35%	-10.35%
11.8 %	Real Estate	\$ 2,152,600	4.06%	4.06%
	<i>FTSE NAREIT</i>		4.96%	4.96%
11.8	REMS RE 50/50 Income - RREIX	2,152,600	4.06%	4.06%
22.3 %	Total Fixed Income	\$ 4,062,721	-2.83%	-2.83%
	<i>Blended Fixed Index</i>		3.22%	3.22%
2.8 %	Corporates	\$ 500,845	0.40%	0.40%
	<i>BC Credit</i>		0.28%	0.28%
2.8	FNMA 7/30/2019	500,845	0.40%	0.40%
0.1 %	Municipal Bonds	\$ 10,310	2.83%	2.83%
	<i>BC 3 Yr Muni</i>		0.15%	0.15%
0.1	Tampa FI, Alleghany Health	10,310	2.83%	2.83%
19.5 %	Hybrid Securities	\$ 3,551,566	-7.53%	-7.53%
	<i>ML All Invest ex Man VOA1</i>		3.64%	3.64%
19.5	Tortoise MLP	3,551,566	-7.53%	-7.53%
6.4 %	Other	\$ 1,159,220	0.01%	0.01%
6.2	TexPool Series 0001	1,136,674	0.01%	0.01%
	CD- Sallie Mae	0	-	1.48%
0.1	Cash in Bank- Trustmark	22,546	0.00%	0.00%

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

*Currently the policy benchmark is a blend of 27% S&P 500, 24% Russell 2500, 9% MSCI EAFE, 5% S&P Developed Ex-US SC, 4.5% BC Gov/Credit, and 30.5% BC Aggregate.

Sul Ross State University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIOD ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
Total Plan Composite	\$18,335,490	\$278,221	-\$267,663	\$111,854	-\$18,845	-\$250,254	\$18,188,803
Domestic Equity	\$8,706,437	\$4,371	-\$8,227	\$50,844	-\$8,698	\$168,039	\$8,912,765
Parnassus Equity Income - PRILX	\$1,589,443			\$35,927	-\$102	\$35,927	\$1,661,195
Vanguard Institl Index - VINIX	\$1,576,795			\$7,633	-\$102	\$51,181	\$1,635,508
Laudus Growth Investors -LGILX	\$1,621,689				-\$102	\$88,984	\$1,710,572
Penn Capital Management	\$1,929,401	\$4,371	-\$4,538	\$2,700	-\$4,621	-\$17,278	\$1,910,035
Quantum Capital Management	\$1,989,109		-\$3,689	\$4,583	-\$3,772	\$9,225	\$1,995,456
International Equity	\$2,066,772	\$0	\$0	\$0	-\$203	-\$165,073	\$1,901,496
Hancock Horizon - HHDTX	\$1,273,349				-\$102	-\$83,047	\$1,190,200
Franklin Intl SCG - FKSCX	\$793,423				-\$102	-\$82,025	\$711,296
Real Estate	\$2,068,523	\$0	\$0	\$24,583	-\$250	\$59,744	\$2,152,600
REMS RE 50/50 Income - RREIX	\$2,068,523			\$24,583	-\$250	\$59,744	\$2,152,600
Total Fixed Income	\$4,359,680	\$0	-\$9,597	\$35,298	-\$9,694	-\$312,965	\$4,062,721
Corporates	\$498,850	\$0	\$0	\$0	\$0	\$1,995	\$500,845
FNMA 7/30/2019	\$498,850					\$1,995	\$500,845
Municipal Bonds	\$10,026	\$0	\$0	\$0	\$0	\$284	\$10,310
Tampa FI, Alleghany Health	\$10,026					\$284	\$10,310
Hybrid Securities	\$3,850,803	\$0	-\$9,597	\$35,298	-\$9,694	-\$315,244	\$3,551,566
Tortoise MLP	\$3,850,803		-\$9,597	\$35,298	-\$9,694	-\$315,244	\$3,551,566
Other	\$1,134,079	\$273,849	-\$249,839	\$1,130	\$0	\$0	\$1,159,220
TexPool Series 0001	\$862,776	\$273,849	-\$24	\$73		\$0	\$1,136,674
CD- Sallie Mae	\$248,000		-\$249,057	\$1,057		\$0	
Cash in Bank- Trustmark	\$23,303	\$0	-\$758			\$0	\$22,546

Texas State University
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIODS ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 08/31/14	Ending Market Value As of 11/30/14	Book Balance As of 11/30/14	Quarter Ending 11/30/14 Investment Income Return	
<u>Operating Funds</u>								
Cash In Bank	General Account			\$ 29,727,571.13	\$ 9,133,657.64	\$ 9,133,657.64	\$ 263.99	0.00%
Cash In State Treasury				\$ 29,601,822.43	\$ 21,581,192.24	\$ 21,581,192.24	\$ 26,163.18	0.06%
TexPool Series 0009				\$ 194,934,004.47	\$ 181,011,237.32	\$ 181,011,237.32	\$ 13,792.95	0.01%
TexPool Series 0011				\$ 142,453.76	\$ 142,464.27	\$ 142,464.27	\$ 10.51	0.01%
Totals			\$ 254,405,851.79	\$ 211,868,551.47	\$ 211,868,551.47	\$ 40,230.63	0.01%	
							6 Month T-Bill	0.01%
 <u>Non-Operating Funds</u>								
Cash in Bank				\$ 107,670.78	\$ 107,670.78	\$ 107,670.78	\$ -	0.00%
TexPool Series 0025	TRB-08			\$ 300,390.75	\$ 300,412.87	\$ 300,412.87	\$ 22.12	0.01%
TexPool Series 0028	North Housing			\$ 5,170,954.62	\$ 5,171,335.05	\$ 5,171,335.05	\$ 380.43	0.01%
TexPool Series 0029	TSUS-11			\$ 259,546.04	\$ 213,873.15	\$ 213,873.15	\$ 18.01	0.01%
TexPool Series 0070	TSUS-13			\$ 14,290,928.09	\$ 12,120,018.42	\$ 12,120,018.42	\$ 989.40	0.01%
TexPool Series 0073	TSUS-12			\$ 3,158,245.31	\$ 3,051,193.33	\$ 3,051,193.33	\$ 228.38	0.01%
TexPool Series 0076 & Bk 76	2014 TSUS Bond			\$ 56,473,952.07	\$ 54,638,175.11	\$ 54,638,175.11	\$ 19,118.77	0.03%
Sage Non-Operating	*Holdings Report Attached			\$ 79,312,053.58	\$ 79,405,082.21	\$ 79,044,976.22	\$ 297,554.23	0.16%
Totals			\$ 159,073,741.24	\$ 155,007,760.92	\$ 154,647,654.93	\$ 318,311.34	0.10%	
							ML 1-3 Year Treasury	0.36%

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



William A. Nance
Vice President for Finance and Support Services



STATEMENT OF ACCOUNT

Statement Period
Account Number

11/01/2014 through 11/30/2014
1044005146

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
2,750,694.85	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	2,750,694.85	2,750,694.85	3	27.17
		2,750,694.85	2,750,694.85	3	27.17
US GOVT. OBLIGATIONS					
3,955,000	CUSIP # 3130A0SD3 FEDERAL HOME LOAN BANK DTD 01/24/2014 .375% 02/19/2016 LAST PRICED: 11/30/2014	3,961,446.65	3,953,299.35	5	4,202.19
1,400,000	CUSIP # 3133EDBP6 FEDERAL FARM CREDIT BANK DTD 12/11/2013 3.62% 12/11/2023-2014 LAST PRICED: 11/30/2014	1,401,078.00	1,402,590.00	2	23,932.22
750,000	CUSIP # 3133EDNX6 FEDERAL FARM CREDIT BANK DTD 06/23/2014 .32% 12/23/2015-2014 LAST PRICED: 11/30/2014	750,007.50	749,437.50	1	1,053.33
80,000	CUSIP # 3135G0FY4 FED NATL MTG ASSN DTD 11/17/2011 .75% 12/19/2014 LAST PRICED: 11/30/2014	80,026.40	80,025.88	0	270.00
3,195,000	CUSIP # 3135G0GY3 FED NATL MTG ASSN DTD 01/09/2012 1.25% 01/30/2017 LAST PRICED: 11/30/2014	3,240,880.20	3,214,574.54	4	13,423.44
1,000,000	CUSIP # 3137EADC0 FED HOME LOAN MTG CORP DTD 01/30/2012 1% 03/08/2017 LAST PRICED: 11/30/2014	1,009,610.00	1,006,135.69	1	2,305.56
3,661,000	CUSIP # 912828C40 U S TREASURY NOTE DTD 03/31/2014 .375% 03/31/2016 LAST PRICED: 11/30/2014	3,667,004.04	3,664,488.51	5	2,351.33



STATEMENT OF ACCOUNT

Statement Period
Account Number

11/01/2014 through 11/30/2014
1044005146

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
2,055,000	CUSIP # 912828D98 U S TREASURY NOTE DTD 09/15/2014 1% 09/15/2017 LAST PRICED: 11/30/2014	2,065,275.00	2,066,510.24	3	4,371.13
168,068.95	CUSIP # 912828QD5 U S TREASURY NOTE INFL INDEX DTD 04/15/2011 .125% 04/15/2016 LAST PRICED: 11/30/2014	0.00	172,416.69	0	27.13
7,655,000	CUSIP # 912828SC5 U S TREASURY NOTE DTD 01/31/2012 .875% 01/31/2017 LAST PRICED: 11/30/2014	7,704,068.55	7,670,752.46	10	22,387.75
5,335,000	CUSIP # 912828SE1 U S TREASURY NOTE ISSUE DATE 02/01/2012 .25% 02/15/2015 LAST PRICED: 11/30/2014	5,337,080.65	5,337,583.61	7	3,914.27
11,200,000	CUSIP # 912828TP5 U S TREASURY NOTE DTD 09/15/2012 .25% 09/15/2015 LAST PRICED: 11/30/2014	11,214,000.00	11,208,891.94	14	5,955.80
7,125,000	CUSIP # 912828VD9 U S TREASURY NOTE DTD 05/31/2013 .25% 05/31/2015 LAST PRICED: 11/30/2014	7,132,766.25	7,127,245.71	9	8,955.19
		47,563,243.24	47,653,952.12	60	93,149.34
MORTGAGE BACKED SECURITIES					
643,440.3	CUSIP # 31283KZW1 FED HOME LOAN MTG CORP POOL G11657 DTD 01/01/2005 4.5% 12/01/2018 LAST PRICED: 11/30/2014	677,291.69	674,292.59	1	2,412.90
315,561.7478	CUSIP # 31416BQM3 FED NATL MTG ASSN POOL 995160 DTD 11/01/2008 5% 09/01/2022 LAST PRICED: 11/30/2014	332,876.62	331,962.61	0	1,314.84



TEXAS STATE UNIVERSITY
OPERATING/SAGE TNB CUSTODIAN

STATEMENT OF ACCOUNT

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Statement Period
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11/01/2014 through 11/30/2014
1044005146

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
		1,010,168.31	1,006,255.20	1	3,727.74
COLLATERALIZED MORTGAGE OBLIGATIONS					
302,901.05	CUSIP # 3134G3KS8 FED HOME LOAN MTG CORP SERIES 2012-1 CLASS A10 DTD 01/17/2012 2.06% 01/15/2022 LAST PRICED: 11/30/2014	309,487.33	304,996.35	0	277.32
231,256.39	CUSIP # 3136A3UV1 FED NATL MTG ASSN SERIES 2012-1 CLASS GB DTD 01/01/2012 2% 02/25/2022 LAST PRICED: 11/30/2014	234,046.96	235,983.98	0	372.58
1,021,382.2	CUSIP # 3137A7Z52 FEDERAL HOME LOAN MTG CORP SERIES 3825 CLASS AB DTD 03/01/2011 3% 08/15/2020 LAST PRICED: 11/30/2014	1,052,975.59	1,053,743.00	1	2,468.34
323,119.13	CUSIP # 3137A9BB1 FED HOME LOAN MTG CORP SERIES 3846 CLASS CK DTD 04/01/2011 1.5% 09/15/2020 LAST PRICED: 11/30/2014	326,219.46	326,916.88	0	390.44
334,398.65	CUSIP # 31392EPW4 FED NATL MTG ASSN SERIES 2002-56 CLASS UC DTD 08/01/2002 5.5% 09/25/2017 LAST PRICED: 11/30/2014	349,942.50	349,161.66	0	1,481.57
761,867.85	CUSIP # 31393TJ49 FED NATL MTG ASSN SERIES 2003-112 CLASS AN DTD 10/01/2003 4% 11/25/2018 LAST PRICED: 11/30/2014	795,882.96	793,777.02	1	2,454.91
587,353.36	CUSIP # 31394W3P1 FED HOME LOAN MTG CORP SERIES 2770 CLASS TW DTD 03/01/2004 4.5% 03/15/2019 LAST PRICED: 11/30/2014	622,441.85	625,229.59	1	2,129.16



STATEMENT OF ACCOUNT

Statement Period
Account Number

11/01/2014 through 11/30/2014
1044005146

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
459,846.854	CUSIP # 31396QJS9 FED NATL MTG ASSN SERIES 2009-47 CLASS EG DTD 06/01/2009 4.5% 08/25/2019 LAST PRICED: 11/30/2014	483,214.89	481,884.01	1	1,666.94
357,427.86	CUSIP # 31397MHG5 FED NATL MGT ASSN SERIES 2008-70 CLASS BY DTD 07/01/2008 4% 08/25/2023 LAST PRICED: 11/30/2014	374,203.74	375,988.07	0	1,151.71
72,591.98	CUSIP # 31398F3T6 FEDERAL NATL MTG ASSN SER 2009-88 CL DB DTD 10/01/2009 3% 10/25/2020 LAST PRICED: 11/30/2014	74,964.36	74,727.75	0	181.48
562,158.87	CUSIP # 31398PMK2 FED NATL MTG ASSN SERIES 2010-45 CLASS AH 2.25% 02/25/2021 LAST PRICED: 11/30/2014	572,441.88	573,974.10	1	1,018.91
150,159.97	CUSIP # 31398T3R0 FED NATL MTG ASSN SERIES 2010-99 CASS YA DTD 08/01/2010 2% 09/25/2020 LAST PRICED: 11/30/2014	151,334.22	152,799.89	0	241.92
514,736.22	CUSIP # 31398TUD1 FED NATL MTG ASSN SERIES 2010-83 CLASS AH DTD 07/01/2010 2.5% 11/25/2018 LAST PRICED: 11/30/2014	526,209.18	526,279.24	1	1,036.62
		5,873,364.92	5,875,461.54	7	14,871.90
MUNICIPAL OBLIGATIONS					
1,180,000	CUSIP # 13063A5C4 CALIFORNIA ST TAXABLE-VAR PURP 3 G/O UNLTD FED TAXABLE/ST TAX-EXEMPT DTD 04/28/2009 5.45% 04/01/2015 LAST PRICED: 11/30/2014	1,199,918.40	1,202,019.51	2	10,718.33



STATEMENT OF ACCOUNT

Statement Period
Account Number

11/01/2014 through 11/30/2014
1044005146

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
		1,199,918.40	1,202,019.51	2	10,718.33
CORPORATE BONDS					
625,000	CUSIP # 001055AH5 AFLAC INC DTD 02/10/2012 2.65% 02/15/2017 LAST PRICED: 11/30/2014	645,825.00	644,905.49	1	4,876.74
775,000	CUSIP # 00206RCA8 AT&T INC DTD 11/27/2013 2.375% 11/27/2018 LAST PRICED: 11/30/2014	785,881.00	782,987.94	1	204.51
400,000	CUSIP # 0258M0DD8 AMERICAN EXPRESS CREDIT MED TERM NT DTD 03/26/2012 2.375% 03/24/2017 LAST PRICED: 11/30/2014	410,784.00	409,219.91	1	1,768.06
395,000	CUSIP # 0258M0DM8 AMERICAN EXPRESS CREDIT DTD 06/05/2014 1.125% 06/05/2017 LAST PRICED: 11/30/2014	394,249.50	393,834.75	0	2,172.50
395,000	CUSIP # 02665WAB7 AMERICAN HONDA FINANCE CORP DTD 10/10/2013 1.125% 10/07/2016 LAST PRICED: 11/30/2014	398,266.65	393,907.85	1	666.56
940,000	CUSIP # 03523TBM9 ANHEUSER BUSCH INBEV WORLDWIDE DTD 07/16/2012 .8% 07/15/2015 LAST PRICED: 11/30/2014	942,180.80	942,090.94	1	2,840.89
500,000	CUSIP # 03524BAD8 ANHEUSER-BUSCH INBEV FIN DTD 01/27/2014 .4286% 01/27/2017 LAST PRICED: 11/30/2014	499,895.00	500,140.44	1	208.35
450,000	CUSIP # 05531FAN3 BB&T CORPORATION DTD 06/19/2013 2.05% 06/19/2018-2018 LAST PRICED: 11/30/2014	454,329.00	453,240.00	1	4,151.25



STATEMENT OF ACCOUNT

Statement Period
Account Number

11/01/2014 through 11/30/2014
1044005146

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
595,000	CUSIP # 05565QCA4 BP CAPITAL MARKETS PLC DTD 11/06/2012 .7% 11/06/2015 LAST PRICED: 11/30/2014	595,803.25	595,222.21	1	289.24
515,000	CUSIP # 05574LTW8 BNP PARIBAS DTD 12/12/2013 1.25% 12/12/2016 LAST PRICED: 11/30/2014	517,029.10	514,469.55	1	3,022.05
765,000	CUSIP # 06406HBN8 BANK OF NEW YORK MELLON DTD 11/16/2009 3.1% 01/15/2015 LAST PRICED: 11/30/2014	767,486.25	766,656.77	1	8,959.00
565,000	CUSIP # 06406HCF4 BANK OF NEW YORK MELLON DTD 10/25/2012 .4606% 10/23/2015 LAST PRICED: 11/30/2014	565,915.30	565,189.41	1	281.93
740,000	CUSIP # 073902KF4 BEAR STEARNS CO INC DTD 10/31/2005 5.3% 10/30/2015 LAST PRICED: 11/30/2014	771,435.20	754,682.03	1	3,377.28
395,000	CUSIP # 14912L5Z0 CATERPILLAR FINANCIAL SE DTD 03/03/2014 1% 03/03/2017 LAST PRICED: 11/30/2014	394,676.10	394,486.50	0	965.56
566,000	CUSIP # 20030NAB7 COMCAST CORPORATION DTD 01/10/2003 6.5% 01/15/2015 LAST PRICED: 11/30/2014	569,962.00	571,582.45	1	13,898.44
350,000	CUSIP # 20030NAL5 COMCAST CORPORATION DTD 03/02/2006 5.9% 03/15/2016 LAST PRICED: 11/30/2014	373,194.50	373,272.27	0	4,359.44
380,000	CUSIP # 22541LAR4 CREDIT SUISSE USA INC DTD 12/15/2004 4.875% 01/15/2015 LAST PRICED: 11/30/2014	382,017.80	382,774.92	0	6,998.33



STATEMENT OF ACCOUNT

Statement Period
Account Number

11/01/2014 through 11/30/2014
1044005146

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
435,000	CUSIP # 24422ESD2 JOHN DEERE CAPITAL CORP DTD 10/11/2013 1.05% 10/11/2016 LAST PRICED: 11/30/2014	437,979.75	434,447.55	1	634.38
685,000	CUSIP # 36962G3U6 GENERAL ELEC CAP CORP DTD 04/21/2008 5.625% 05/01/2018 LAST PRICED: 11/30/2014	776,125.55	776,675.36	1	3,210.94
335,000	CUSIP # 373334GE5 GEORGIA POWER COMPANY DTD 06/12/2007 5.7% 06/01/2017 LAST PRICED: 11/30/2014	372,178.30	372,593.23	0	9,547.50
585,000	CUSIP # 377373AB1 GLAXOSMITHKLINE CAPITAL DTD 05/09/2012 .75% 05/08/2015 LAST PRICED: 11/30/2014	586,076.40	585,425.85	1	280.31
595,000	CUSIP # 458140AL4 INTEL CORP DTD 12/11/2012 1.35% 12/15/2017 LAST PRICED: 11/30/2014	594,518.05	594,262.20	1	3,703.88
715,000	CUSIP # 46623EJV2 J P MORGAN CHASE & CO DTD 02/21/2013 .8549% 02/26/2016 LAST PRICED: 11/30/2014	717,545.40	718,808.84	1	84.90
395,000	CUSIP # 68389XAN5 ORACLE CORPORATION DTD 10/25/2012 1.2% 10/15/2017 LAST PRICED: 11/30/2014	395,193.55	394,435.15	0	605.67
395,000	CUSIP # 822582AR3 SHELL INTERNATIONAL FIN DTD 08/21/2012 1.125% 08/21/2017 LAST PRICED: 11/30/2014	395,659.65	394,348.25	0	1,234.38
380,000	CUSIP # 824348AN6 SHERWIN WILLIAMS CO DTD 12/21/2009 3.125% 12/15/2014 LAST PRICED: 11/30/2014	380,364.80	380,792.52	0	5,475.69



STATEMENT OF ACCOUNT

Statement Period
Account Number

11/01/2014 through 11/30/2014
1044005146

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
580,000	CUSIP # 89153VAC3 TOTAL CAPITAL INTL SA DTD 06/28/2012 1.55% 06/28/2017-2012 LAST PRICED: 11/30/2014	585,086.60	586,320.57	1	3,820.75
595,000	CUSIP # 89236TBD6 TOYOTA MOTOR CREDIT CORP DTD 03/05/2014 .75% 03/03/2017-2016 LAST PRICED: 11/30/2014	593,833.80	593,215.00	1	1,066.04
495,000	CUSIP # 91324PBX9 UNITEDHEALTH GROUP INC DTD 10/22/2012 .85% 10/15/2015 LAST PRICED: 11/30/2014	496,826.55	495,653.64	1	537.63
790,000	CUSIP # 94974BFG0 WELLS FARGO AND CO DTD 12/26/2012 1.5% 01/16/2018 LAST PRICED: 11/30/2014	790,916.40	787,092.80	1	4,443.75
		16,591,235.25	16,552,734.39	21	93,685.95
FOREIGN BONDS-NOTES & DEBENTURES					
590,000	CUSIP # 055451AN8 BHP BILLITON FIN USA LTD DTD 02/24/2012 1% 02/24/2015 LAST PRICED: 11/30/2014	590,790.60	590,933.89	1	1,589.72
600,000	CUSIP # 06366RJH9 BANK OF MONTREAL DTD 11/06/2012 .8% 11/06/2015 LAST PRICED: 11/30/2014	601,536.00	599,964.00	1	333.33
750,000	CUSIP # 064159EK8 BANK OF NOVA SCOTIA DTD 04/11/2014 1.25% 04/11/2017 LAST PRICED: 11/30/2014	751,350.00	749,407.50	1	1,302.08
380,000	CUSIP # 73755LAG2 POTASH CORP SASK INC SR NT DTD 09/28/2009 3.75% 09/30/2015 LAST PRICED: 11/30/2014	389,735.60	390,389.15	0	2,414.58



TEXAS STATE UNIVERSITY
OPERATING/SAGE TNB CUSTODIAN

STATEMENT OF ACCOUNT

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Statement Period
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11/01/2014 through 11/30/2014
1044005146

Asset Detail As Of 11/30/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
495,000	CUSIP # 76720AAL0 RIO TINTO FIN USA PLC DTD 06/19/2013 1.375% 06/17/2016 LAST PRICED: 11/30/2014	498,564.00	495,535.21	1	3,100.63
750,000	CUSIP # 78008K5V1 ROYAL BANK OF CANADA DTD 04/19/2011 2.875% 04/19/2016 LAST PRICED: 11/30/2014	773,025.00	770,573.35	1	2,515.63
580,000	CUSIP # 78010UNX1 ROYAL BANK OF CANADA DTD 01/23/2014 1.2% 01/23/2017 LAST PRICED: 11/30/2014	581,751.60	579,472.20	1	2,474.67
		4,186,752.80	4,176,275.30	5	13,730.64
	TOTAL INVESTMENTS	79,175,377.77			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	79,175,377.77			
	ACCRUED INCOME	229,911.07			
	TOTAL MARKET VALUE	79,405,288.84			

Texas State University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIODS ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
100.0 %	Total Plan Composite	\$ 57,963,441	-0.96%	-0.96%
	<i>Total Blended Index</i>		0.56%	0.56%
62.3 %	All Equity Composite	\$ 36,116,260	-0.84%	-0.84%
	<i>Blended Equity Index</i>		1.74%	1.74%
50.5 %	Domestic Equity	\$ 29,299,658	0.24%	0.24%
	<i>Russell 3000</i>		3.05%	3.05%
	Banyan Partners LCG - SA	0	-	-7.21%
9.0	Seizert LCV - SA	5,238,629	1.53%	1.53%
10.6	Vanguard Instl Index - VINIX	6,159,565	3.72%	3.72%
11.0	APEX SMIDG - SA	6,382,347	-0.71%	-0.71%
11.1	Systematic SMIDV - SA	6,418,146	-3.97%	-3.97%
8.8	Silvant Capital	5,100,970	9.55%	9.55%
11.8 %	International Equity	\$ 6,816,602	-8.11%	-8.11%
	<i>MSCI EAFE</i>		-3.91%	-3.91%
7.0	Hancock Horizon Div - HHDTX	4,044,166	-6.53%	-6.53%
4.8	Franklin Intl SCG - FKSCX	2,772,436	-10.35%	-10.35%
6.0 %	Real Estate	\$ 3,454,866	4.06%	4.06%
	<i>FTSE NAREIT</i>		4.96%	4.96%
6.0	REMS RE Income - RREIX	3,454,866	4.06%	4.06%
29.0 %	Total Fixed Income	\$ 16,795,003	-1.12%	-1.12%
	<i>Blended Fixed Index</i>		1.84%	1.84%
10.0 %	Corporates	\$ 5,780,426	0.67%	0.67%
	<i>BC Credit</i>		0.28%	0.28%
10.0	Sage FI	5,780,426	0.67%	0.67%
5.1 %	Money Markets	\$ 2,973,711	0.20%	0.20%
	<i>91-Day T-Bill</i>		0.01%	0.01%
0.1	Endowment Cash Account	81,788	0.00%	0.00%
5.0	RidgeWorth UltraShort - SIGVX	2,891,923	0.20%	0.20%
13.9 %	Hybrid Securities	\$ 8,040,867	-5.09%	-5.09%
	<i>ML All Invest ex Man VOA1</i>		3.64%	3.64%
3.8	Cutler Converts - SA	2,208,033	-0.97%	-0.97%
10.1	Tortoise MLP	5,832,834	-6.64%	-6.64%
2.8 %	Other	\$ 1,597,312	0.01%	0.01%
0.0	Cash in Bank	24,005	0.00%	0.00%
2.7	TexPool Series 0023	1,571,454	0.01%	0.01%
0.0	Money Market Sweep	1,853	0.00%	0.00%

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

*Currently the Total Blended Index consists of 23.1% S&P 500, 22.2% Russell 2500, 9.2% MSCI EAFE, 5.5% S&P Developed SC Ex-US, 5% ML All Invest ex Man VOA1, 30% BC Aggregate, 1% 91-Day T-Bill, and 4% ML 6 Month T-Bill.

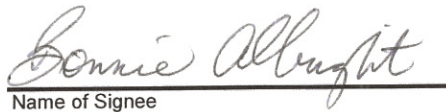
Texas State University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIOD ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
Total Plan Composite	\$58,550,278	\$8,533,450	-\$8,379,606	\$217,471	-\$67,157	-\$890,995	\$57,963,441
All Equity Composite	\$40,025,474	\$4,694,530	-\$7,929,703	\$109,995	-\$51,171	-\$732,865	\$36,116,260
Domestic Equity	\$32,606,234	\$4,694,530	-\$7,929,703	\$109,995	-\$50,596	-\$130,803	\$29,299,658
Banyan Partners LCG - SA	\$4,949,370		-\$4,589,827	\$5,931	-\$124	-\$365,350	
Seizert LCV - SA	\$5,159,911	\$6,856	-\$7,148	\$23,403	-\$7,404	\$63,011	\$5,238,629
Vanguard Instl Index - VINIX	\$5,938,711			\$28,259	-\$286	\$192,881	\$6,159,565
APEX SMIDG - SA	\$8,789,576	\$12,018	-\$2,296,137	\$13,708	-\$18,568	-\$118,250	\$6,382,347
Systematic SMIDV - SA	\$7,768,666	\$15,886	-\$1,028,680	\$28,174	-\$16,056	-\$349,844	\$6,418,146
Silvant Capital		\$4,659,770	-\$7,911	\$10,520	-\$8,158	\$446,749	\$5,100,970
International Equity	\$7,419,240	\$0	\$0	\$0	-\$575	-\$602,063	\$6,816,602
Hancock Horizon Div - HHDTX	\$4,326,696				-\$286	-\$282,244	\$4,044,166
Franklin Intl SCG - FKSCX	\$3,092,544				-\$289	-\$319,819	\$2,772,436
Real Estate	\$3,319,925	\$0	\$0	\$39,455	-\$286	\$95,773	\$3,454,866
REMS RE Income - RREIX	\$3,319,925			\$39,455	-\$286	\$95,773	\$3,454,866
Total Fixed Income	\$13,740,111	\$3,505,018	-\$248,472	\$67,912	-\$15,700	-\$253,866	\$16,795,003
Corporates	\$5,752,180	\$7,460	-\$17,628	\$27,699	-\$2,993	\$13,707	\$5,780,426
Sage FI	\$5,752,180	\$7,460	-\$17,628	\$27,699	-\$2,993	\$13,707	\$5,780,426
Money Markets	\$2,986,942	\$200,008	-\$219,007	\$5,579	-\$536	\$726	\$2,973,711
Endowment Cash Account	\$300,790	\$8	-\$219,007	\$8	-\$250	\$241	\$81,788
RidgeWorth UltraShort - SIGVX	\$2,686,152	\$200,000		\$5,572	-\$286	\$485	\$2,891,923
Hybrid Securities	\$5,000,989	\$3,297,551	-\$11,838	\$34,634	-\$12,171	-\$268,299	\$8,040,867
Cutler Converts - SA	\$2,228,151	\$6,551	-\$4,977	\$5,204	-\$5,144	-\$21,752	\$2,208,033
Tortoise MLP	\$2,772,839	\$3,291,000	-\$6,860	\$29,430	-\$7,027	-\$246,548	\$5,832,834
Other	\$1,464,768	\$333,902	-\$201,431	\$110	\$0	-\$37	\$1,597,312
Cash in Bank	\$6,466	\$17,575				-\$37	\$24,005
TexPool Series 0023	\$1,455,018	\$116,326		\$110		\$0	\$1,571,454
Money Market Sweep	\$3,284	\$200,000	-\$201,431			\$0	\$1,853

Lamar Institute of Technology
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIODS ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 08/31/14	Ending Market Value As of 11/30/14	Book Balance As of 11/30/14	Quarter Ending 11/30/14 Investment Income Return	
Operating Funds								
Cash in Bank- Operating	General Fund			\$ 1,601,349.38	\$ 1,215,356.58	\$ 1,215,356.58	\$ 420.54	0.03%
Cash in Treasury				\$ 663,434.54	\$ 461,482.91	\$ 461,482.91	\$ 514.51	0.09%
TexPool Series 0001				\$ 3,842,274.68	\$ 3,842,557.36	\$ 3,842,557.36	\$ 282.68	0.01%
Cash in Bank- Payroll				\$ 93,168.70	\$ (195,219.65)	\$ (195,219.65)	\$ 12.47	0.06%
Totals					\$ 6,200,227.30	\$ 5,324,177.20	\$ 5,324,177.20	\$ 1,230.20
							6 Month T-Bill	0.01%

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


 Name of Signee
 Title

VP Finance & Operations




Lamar State College - Orange
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIODS ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 08/31/14	Ending Market Value As of 11/30/14	Book Balance As of 11/30/14	Quarter Ending 11/30/14 Investment Income Return		
<u>Operating Funds</u>									
Cash in Bank- Depository				\$ 676,379.67	\$ 478,794.26	\$ 478,794.26	\$ 19.10	0.00%	
Cash in Treasury				\$ 1,054,321.79	\$ 1,103,985.90	\$ 1,103,985.90	\$ 1,038.19	0.09%	
TexPool Series 0001	General Funds			\$ 14,778,324.34	\$ 15,529,552.19	\$ 15,529,552.19	\$ 1,119.95	0.01%	
Cash in Bank- Payroll				\$ 177.55	\$ 1,116.36	\$ 1,116.36	\$ 0.37	0.00%	
<u>Totals</u>				\$ 16,509,203.35	\$ 17,113,448.71	\$ 17,113,448.71	\$ 2,177.61	0.01%	
								6 Month T-Bill	0.01%

<u>Non-Operating Funds</u>								
Cash in Bank- Depository	Non-Operating			\$ 39,374.33	\$ 65,329.36	\$ 65,329.36	\$ -	0.00%
TexPool Series 0003	TexPool Series Non-			\$ 1,360,211.91	\$ 1,324,503.81	\$ 1,324,503.81	\$ 98.80	0.01%
Totals				\$ 1,399,586.24	\$ 1,389,833.17	\$ 1,389,833.17	\$ 98.80	0.01%
								ML 1-3 Year Treasury 0.36%

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



 Name of Signee

Vice President for Finance and Operations

 Title

January 12, 2015

 Date

Lamar State College - Port Arthur
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIODS ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 08/31/14	Ending Market Value As of 11/30/14	Book Balance As of 11/30/14	Quarter Ending 11/30/14 Investment Income Return	
<u>Operating Funds</u>								
Cash in Bank**5508	PayRoll Account			\$ 1,028,930.17	\$ 1,124,282.68	\$ 1,124,282.68	\$ 334.49	0.03%
Cash in Bank**7246	Clearing Account			\$ 157,593.90	\$ 109,979.64	\$ 109,979.64	\$ 139.16	0.07%
Cash in Bank**7253	Clearing Account			\$ 475,917.80	\$ 207,191.23	\$ 207,191.23	\$ 335.16	0.10%
Cash in Bank**7287	Fin Aid Refd Disb			\$ 40,492.23	\$ 60,768.91	\$ 60,768.91	\$ 28.41	0.06%
Cash in Bank**7295	E&G State Sweep			\$ 296.00	\$ 307.68	\$ 307.68	\$ 11.68	3.95%
Cash in Treasury				\$ 1,316,161.27	\$ 1,904,492.10	\$ 1,904,492.10	\$ 1,153.92	-0.41%
TexPool Series 0001	Cash Mgmt Acct			\$ 87,034.04	\$ 93,444.45	\$ 93,444.45	\$ 6.74	0.01%
TexPool Prime 0001	TexPool Prime			\$ 2,130,577.52	\$ 2,082,258.37	\$ 2,082,258.37	\$ 417.68	0.02%
<u>Totals</u>				\$ 5,237,002.93	\$ 5,582,725.06	\$ 5,582,725.06	\$ 2,427.23	-0.12%
							6 Month T-Bill	0.01%
<u>Non-Operating Funds</u>								
TexPool Series 0001	Cash Mgmt Acct			\$ 38,146.91	\$ 31,745.76	\$ 31,745.76	\$ 2.52	0.01%
TexPool Prime 0001	TexPool Prime			\$ 901,061.32	\$ 749,943.22	\$ 749,943.22	\$ 145.07	0.02%
<u>Totals</u>				\$ 939,208.23	\$ 781,688.98	\$ 781,688.98	\$ 147.60	0.02%
							ML 1-3 Year Treasury	0.36%

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

Mary Wickland
 Name of Signee
 Title

VP for Finance

January 13, 2015




**ASSET STRATEGY
CONSULTANTS**

Texas State University System Office
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIODS ENDING 11/30/2014 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 08/31/14	Ending Market Value As of 11/30/14	Book Balance As of 11/30/14	Quarter Ending 11/30/14 Investment Income Return	
<u>Operating Funds</u>								
Cash in Bank				\$ -	\$ 45,888.46	\$ 45,888.46	\$ -	0.00%
Cash in Treasury				\$ -	\$ -	\$ -	\$ -	-
TexPool Series 0002	Designated Fund			\$ 5,883,671.14	\$ 5,237,420.52	\$ 5,237,420.52	\$ 412.46	0.01%
Wells Fargo	Designated Fund			\$ -	\$ -	\$ -	\$ -	-
<u>Totals</u>				\$ 5,883,671.14	\$ 5,283,308.98	\$ 5,283,308.98	\$ 412.46	0.01%
							6 Month T-Bill	0.01%
 <u>Non-Operating Funds</u>								
Cash in Bank (Wells Fargo)				\$ -	\$ 6,223.35	\$ 6,223.35	\$ -	0.00%
TexPool Series 0001	Interest & Sinking			\$ 2,731,314.99	\$ 2,721,907.95	\$ 2,721,907.95	\$ 242.96	0.01%
TexPool Series 0007	Capitalized Interest			\$ 7,024,605.78	\$ 5,367,080.76	\$ 5,367,080.76	\$ 409.45	0.01%
<u>Totals</u>				\$ 9,755,920.77	\$ 8,095,212.06	\$ 8,095,212.06	\$ 652.41	0.01%
							ML 1-3 Year Treasury	0.36%

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


 Vice Chancellor for Finance


 Associate Vice Chancellor for Finance

1.16.2014
 Date

TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – FEBRUARY 2015 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH DECEMBER 2014

Audit Report	Recommendations	Management's Most Current Response	Status (*)
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LAMAR INSTITUTE OF TECHNOLOGY			
Banner Security, November 2012	Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139). As of the date of this report, there is one recommendation in progress of being implemented.		
Inter-Component Re-bills LIT Results, October 2013	The Lamar components should collaborate to update and execute new legal agreements for significant services.	Management is in the process of collaboration with Lamar University management to update and execute a service level agreement with Lamar University and annually review the agreement and costs calculations for IT services rendered. Person Responsible: Bonnie Albright, Vice President for Finance and Operations Timetable for Completion: January 31, 2015	In Progress
	Use of HEAF funds: Re-bills from LU should not be paid for with HEAF funds. Prior payments of the LU library re-bills which used HEAF funds should be refunded retroactively from other sources.	LIT is no longer paying LU for Library with HEAF funds. LIT is working on a plan to repay the HEAF funds from other sources to cover those costs. Person Responsible: Bonnie Albright, Vice President for Finance and Operations Timetable for Completion: Prepare Plan: August 31, 2015	In Progress
	Veterans Affairs Chapter 33 Benefits: In order to streamline procedures, procedures should be changed such that VA Chapter 33 Benefits are wired directly to LIT (as they are currently for Chapter 31 Benefits). LU should calculate and remit any remaining funds still held to LIT.	LIT management has not been able to have the benefits wired directly to LIT. LIT will continue to work to change the procedures with the Veterans but it is not known when that will be possible. LU is remitting the funds timely. Person Responsible: Bonnie Albright, Vice President for Finance and Operations Timetable for Completion:	Factors Delay Implementation

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

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO DECEMBER 31, 2013

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – FEBRUARY 2015 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH DECEMBER 2014**

Audit Report	Recommendations	Management's Most Current Response	Status (*)
	<p>Several fund balances at FY2012 year-end appeared incorrect:</p> <p>Management should review and correct the above fund balances. Year-end procedures should be improved to review all fund balances at every year-end. Management should consider combining Funds 3000 and 3050 to provide for a clearer picture of the state of the Fund.</p>	<p>LIT will work to review and correct the fund balances. Year-end procedures will be improved to review all the fund balance at every year-end. LIT will combine 3000 and 3050.</p> <p>Person Responsible: Bonnie Albright, Vice President for Finance and Operations Timetable for Completion: August 31, 2015</p>	In Progress
Student Services Fees, May 2014	Expenditures charged to the Student Services Fee Fund did not comply with statute. LIT should:	Final resolution of these issues depends upon the receipt of guidance from System Counsel concerning allowable uses of the Student services fees Fund. Many improvements have been implemented.	In Progress
	<ol style="list-style-type: none"> 1. Ensure that only expenditures allowable by statute are approved by the Student Fee Advisory Committee. 2. Ensure that only expenditures allowable by statute are paid by the Student Services Fee Fund. 3. Ensure that only expenditures approved by the Committee (at its annual or other meetings) are charged to the Student Services Fee Fund. 	<p>We will ensure that only expenditures allowable by statute be approved by the Student Fee Advisory Committee, and we will ensure that only expenditures allowable by statute be paid by the Student Services Fee Fund. Finally, we will ensure that only expenditures approved by the Committee will be charged to the Student Services Fee Fund.</p> <p>Person Responsible: Dr. Jason Smith, Dean of Student Services Ms. Bonnie Albright, Vice President for Finance Timetable for completion: August 31, 2015</p>	In Progress
	<p>Fees:</p> <p>The Student Fee Advisory Committee should:</p> <ol style="list-style-type: none"> 1. Review the fee at its annual meeting and make a recommendation to management concerning the fee to be charged for the next academic year, 2. Consider management's estimation of total revenues to be raised. 3. Ensure that their budgeted, permissible expenditures correlate to the expected fees generated (within a reasonable contingency), and 4. Review balances in the Student Services Fees Fund periodically to determine the disposition of any excess of revenues over permissible expenditures. 	<p>The Student Fee Advisory Committee will review the fee and discuss with management the fee to be charged for the next academic year. The Committee will consider management's estimation of total revenues to be raised, and will ensure that their budgeted, permissible expenditures correlate to the expected fees generated within a reasonable contingency. And finally the committee will review the balance in the Student Services Fees Fund with management periodically to determine the disposition of any excess of revenues over permissible expenditures.</p> <p>Person Responsible: Dr. Jason Smith, Dean of Student Services Ms. Bonnie Albright, Vice President for Finance Timetable for completion: August 31, 2015</p>	In Progress

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

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO DECEMBER 31, 2013

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – FEBRUARY 2015 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH DECEMBER 2014**

Audit Report	Recommendations	Management's Most Current Response	Status (*)
	Accounting: Two fund codes were used to record expenditures from the fund. Also, fund balances appeared to be incorrect. Management should: 1. Ensure that revenues and expenditures related to Student Services Fees are recorded properly and consistently in fund 3050, and 2. Research and resolve historical issues with the fund balances, and restate them correctly.	Starting immediately, we will ensure that revenues and expenditures related to Student Services Fees are recorded properly and consistently in fund 3050. We will also research and resolve historical issues with fund balances and restate them correctly. Person Responsible: Bonnie Albright, Vice President for Finance Timetable for completion: August 31, 2015	In Progress
	Fund Surplus: A large surplus of unspent fees is building up. LIT should: 1. Align its Student Services Fees with expenditures for student activities, by considering both the activities to be provided for students and the size of the fee. 2. Determine how to correct or use the large surplus in the Student Services Fee Fund.	We will align Student Services Fees collected with expenditures. We will determine how to correct or use the large surplus in the Student Services Fee Fund. Person Responsible: Dr. Jason Smith, Dean of Student Services Ms. Bonnie Albright, Vice President for Finance Timetable for completion: August 31, 2015	In Progress
	Student Fee Advisory Committee: There were problems concerning the eligibility of members of the Advisory Committee which met in June 2013.	We will have a committee formed earlier in the academic year and the annual meeting will be held in April or early May. And we will hold additional committee meetings to address additional needs or requests which may occur during the academic year. Person Responsible: Dr. Jason Smith, Dean of Student Services Timetable for completion: August 31, 2015	In Progress
LAMAR STATE COLLEGE-ORANGE			
Inter-Component Re-bills, LSC-O Results, October 2013	The Lamar components should collaborate to update and execute new legal agreements for significant services.	A Memorandum of Understanding (MOU) between Lamar State College – Orange and Lamar University was developed and signed August 27, 2014. The second component of the MOU is the Service Agreement including attachments A and B defining the services to be delivered to Lamar State College – Orange from Lamar University. Both of these documents will remain the same in perpetuity unless services change or terms of MOU change. The related Information Technology Service Agreement or Financial Summary between said parties will be renewed and signed each fiscal year.	Implemented

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

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO DECEMBER 31, 2013

TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – FEBRUARY 2015 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH DECEMBER 2014

Audit Report	Recommendations	Management's Most Current Response	Status (*)
		Person Responsible: Dana Rogers, VP for Finance and Operations Timetable for Completion: October 13, 2014	
LAMAR STATE COLLEGE-PORT ARTHUR			
Inter-Component Re-bills, LSC-PA Results, October 2013	The Lamar components should collaborate to update and execute new legal agreements for significant services.	Lamar State College Port Arthur will work with Lamar University on a legal agreement for major inter-component services. This agreement will be in writing, reviewed annually to reflect current changes, include the method of calculation and the rationale for the method and applicable percentages used, and vetted through the System's General Counsel. Person Responsible: Mary Wickland, VP for Finance Timetable for Completion: April 30, 2015	Planned
LAMAR UNIVERSITY			
Montagne Center Audit, August 2011	Regarding rentals of the Montagne Center to Third Parties (e.g., concerts): An Account Receivable should be set up in the Banner accounting system to ensure collection.	Procedures have been established by Finance / Accounts Receivable and implemented by Athletics. A workgroup has been established to define an appropriate workflow for notification of new rentals and the reconciliation and monitoring of the rentals. A receivable was established for Montagne Receivables. Person Responsible: Jason Henderson, Athletic Director; Twila Baker, Assoc. Vice President, Finance Timetable for Completion: February 28, 2015	In Progress
Student Affairs Advisory Review, August 2012	Implement on-going measures to emphasize fiscal stewardship and accountability.	A three-year programmatic strategic plan (FY2016-FY2018) is being developed and is due to Lamar University Administration on January 15th, 2015. This plan will address areas such as a free standing budget, internal operations, and fiscal stewardship. A University policy about fiscal stewardship and accountability has been drafted and is under review by Executive management as well as internal controls guide and employee handbook. Person Responsible: Dr. Cruse Melvin, VP for Finance and Operations	In Progress

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

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO DECEMBER 31, 2013

TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – FEBRUARY 2015 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH DECEMBER 2014

Audit Report	Recommendations	Management's Most Current Response	Status (*)
455	<p>Make organizational improvements:</p> <ul style="list-style-type: none"> a. Create departmental policies & procedures b. Update job descriptions c. Review personnel qualifications & skill sets d. Evaluate salary equity following staff reassignments e. Conduct open, transparent, policy-compliant searches when filling vacancies. 	<p>Timetable for Completion: December 31, 2016</p> <p>A three-year programmatic strategic plan (FY2016-FY2018) is being developed and is due to Lamar University Administration on January 15th, 2015. This plan will address areas such as a free standing budget, internal operations, fiscal stewardship and organizational improvements. A University policy about fiscal stewardship and accountability has been drafted and is under review by Executive management as well as internal controls guide and employee handbook.</p> <p>Person Responsible: Dr. Cruse Melvin, VP for Finance and Operations Timetable for Completion: December 31, 2016</p> <p>The newly appointed Vice President for Student Engagement is conducting a review of the department, and reorganizing existing personnel as necessary.</p> <p>Person Responsible: Vicki McNeil-VP Student Affairs Timetable for Completion: December 31, 2015</p>	<p>In Progress</p> <p>In Progress</p>
	<p>Provide training in purchasing policies & procedures for all employees.</p>	<p>Training for the area of SEM was completed in July 2013. Additional campus-wide training has been conducted. Training sessions will be delivered to the remaining areas of student affairs on October 22, 2014. This will be on-going process. The Director of Purchasing presented training at new employee orientation on January 5th and will again on January 15th. He will present at every future 1st and 15th employee orientation.</p> <p>The Director of Purchasing held individual sessions in December 2014 with the Setzer Center, Student Programs, Athletics, Electrical Engineering, LU Police, Human Resources, Registrar Office, Cardinal Cadence, University Reception, College of Business and the Art Department</p>	<p>Implemented</p>
	<p>Develop & deploy a formalized annual departmental budget-setting process, including consideration of actual expenditures and future operational plans, and with participation by all budget-accountable managers.</p>	<p>The current budget process included meeting with deans and department chairs on an individual basis. Individual budget reviews are conducted throughout the fiscal year on an as needed basis. The Budget FY15 was completed and approved by the Board of Regents.</p>	<p>In Progress</p>

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

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO DECEMBER 31, 2013

TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – FEBRUARY 2015 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH DECEMBER 2014

Audit Report	Recommendations	Management's Most Current Response	Status (*)
		<p>A three-year programmatic strategic plan (FY2016-FY2018) is being developed and is due to Lamar University Administration on January 15th, 2015. This plan will address areas such as a free standing budget, internal operations, and fiscal stewardship. A University policy about fiscal stewardship and accountability has been drafted and is under review by Executive management as well as internal controls guide and employee handbook. The planning process for FY16 has begun and will look at best practices from other institutions to enhance the budgeting process. Budgeting policy and procedures are being drafted and will be submitted for review.</p> <p>Person Responsible: Twila Baker, AVP Finance Timetable for Completion May 31, 2015</p>	
IT Physical Environment, October 2012	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>As of the date of this report, there were five recommendations. Three recommendations are in process of being implemented, and two of the recommendations are implemented.</p>		
Cash Collection Functions, December 2012	<p>There were several issues adversely impacting the security of sports box offices:</p> <p>Responsibility for assessing security measures, including the CCTV system, should be clearly assigned in a documented policy.</p> <p>Continuing functioning of equipment should be properly monitored and maintained.</p>	<p>A University wide Video surveillance system policy has been approved by Execs. It includes the person responsible for any issues with the system. A new position of Technology Services Coordinator has been filled and has the functional responsibility of managing the day to day operations and maintenance of the system.</p> <p>Person Responsible: Interim Chief Hector A. Flores Timetable for Completion: December, 2014</p> <p>The replacement of the E Watch video camera system is underway. Genetec is the selected vendor and a partnership of IT and the Police Department is working with an integrator for the project. Approval was granted for funding Phase I implementation; (President's Residence, Data Centers, New Administration building, CICE building, Dorm locations). Dual systems will be managed until all E Watch cameras are migrated to the Genetec system. This</p>	<p>Verification of Implementation in Progress</p> <p>In Progress</p>

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

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO DECEMBER 31, 2013

TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – FEBRUARY 2015 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH DECEMBER 2014

Audit Report	Recommendations	Management's Most Current Response	Status (*)
		<p>project will also allow the inclusion of access control in combination with the Video surveillance system.</p> <p>Video surveillance system upgrades for the main Sports Box-Office include;</p> <ul style="list-style-type: none"> • Wiring completed for the installation of a camera at the exterior of the box office, pending hardware installation and integration into the system • Panic buttons installed, pending integration into the system • Convex mirror was installed by Facilities <p>Person Responsible: Interim Chief Hector Flores & VP IT Priscilla Parsons Timetable for Completion: March 31, 2015</p>	
Banner Security, May 2013	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>As of the date of this report, one recommendation is in progress.</p>		
Chartwells Dining Services, September 2013	Entry to the dining hall should be properly controlled to ensure payment by diners	<p>Measures have been taken to minimize the width of entrance pathways within necessary accessibility standards. The food services contract for FY 15 is still pending.</p> <p>Person Responsible: Michael Ruland, AVP Facilities Timetable for Completion: February 28, 2015</p>	In Progress
	The costs of purchases from vendors for food and supplies could not be verified. Chartwells should be required to account for its purchase costs, net of discounts from its suppliers.	<p>The current food services contract expires in December 2014. The bid process will anticipate a profit/loss contract with the successful bidder eliminating the need for university oversight of rebates, discounts and refunds. The contract process has been completed. Final contract is pending with TSUS. See measures noted above to enhance oversight controls and monitoring.</p> <p>Person Responsible: Diane Thibodeaux, AVP Administration Timetable for Completion: Feb 19-20, 2015, Board Meeting</p>	In Progress

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	Several aspects of contract management were deficient: Board approval was not sought for loans made by Chartwells under the contract; key terms were not reduced to writing; Chartwells' performance was not consistently evaluated; and significant purchases made by Chartwells with money it loaned to the University were made without regard to applicable statutes and rules	<p>The RFP process was prepared and followed standard procurement procedures. Appropriate performance indicators were determined and included in the proposed contract terms. Contract terms were submitted to TSUS legal counsel for review.</p> <p>Person Responsible: Diane Thibodeaux, AVP Administration Timetable for Completion: Feb 19-20, 2015, Board Meeting</p>	In Progress
	Sales taxes had not been remitted to the state. The University should ensure that sales taxes are remitted as required by statute, and work with Chartwells management to ensure that all other sales tax issues are resolved and reported back to the University.	<p>Internal finance office procedures have been established to ensure proper remittance of sales tax. Outstanding University sales taxes have been paid. Lamar University overpaid sales tax for fiscal year 2014 and received a refund.</p> <p>The Auxiliary Finance Manager reviews the current contract and will review the pending contract to ensure that sales tax are remitted as required and to work with Chartwells to resolve all other sales tax issues are resolved.</p> <p>This is an ongoing process.</p> <p>Person Responsible: Twila Baker, AVP Finance Timetable for Completion: December 31, 2015</p>	In Progress
	Several improvements to procedures for catering for LU departments by Chartwells are necessary.	<p>Appropriate responsibilities are being established within the LU organizational structure to provide effective management of dining hall services, including contract management, vendor management, and performance management. Management strategies and operational procedures have been developed to address internal procurement and payment for dining services as well as exclusivity exemption requests. A committee was formed that specifically deals with the Chartwells contract. The Contracts Manager as well as the Auxiliary Finance Manager monitor and review all aspects of the operations.</p> <p>LU will establish payment procedures that include remittance of payments to the corporate lockbox. Notification may be made to the local Chartwells office of the payment. A committee was formed that specifically deals with the Chartwells contract. The Contracts Manager</p>	<p>In Progress</p> <p>In Progress</p>

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		as well as the Auxiliary Finance Manager monitor and review all aspects of the operations. Person Responsible: Cruse Melvin, VP, Finance & Operations Timetable for Completion: February 28, 2015	
	LU students employed by LU should not work more than 20 hours per week, especially F-1 visa holders.	The food services contract includes requirement to adhere to university student employment policies. In the interim, Chartwells was notified via email the link to Lamar Student Handbook. Person Responsible: Diane Thibodeaux, AVP Administration Timetable for Completion: Feb 19-20, 2015, Board Meeting	In Progress
	The TALH program should be charged for its dining plan scholarships and Recruiting should be charged for visitor meals it authorizes.	The Auxiliary Finance Manager along with the Contracts Manager provide effective management of dining hall services, including contract management, vendor management, and performance management. Management strategies and operational procedures have been developed to address internal procurement and payment for dining services as well as exclusivity exemption requests. Person Responsible: Cruse Melvin, VP, Finance & Operations Timetable for Completion: February 28, 2015	In Progress
	Chartwells should be required to research sex offender registries prior to employment for all new hires, and to include credit checks as required by TSUS policy.	The new food services contract requires adherence to all TSUS policies regarding third party vendors. Person Responsible: Diane Thibodeaux, AVP Administration Timetable for Completion: Feb 19-20, 2015, Board Meeting	In Progress
	Because the initial term of the current contract expires on July 1, 2014, the University should consider initiating a Request for Proposal to procure dining services. Additionally, the University should seek the assistance of the System Office in any such procurement endeavors.	The scope of the RFP was submitted to and reviewed by TSUS. On 10/16/14, it was approved by TSUS and McCall, Parkhurst & Horton LLP Law Firm to move forward on existing contract. A consulting service assisted in the development of the RFP and award of contract.	Implemented
Inter-Component Re-bills,	Written Agreements: The Lamar components should collaborate to update and execute new legal agreements for	Review and revision of the inter-component agreement with LIT was completed and signed January 31, 2014	In Progress

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LU Results, October 2013	significant services.	including development of service descriptions and cost methodology. The IT and audit rebill methodologies remain open Person Responsible: Cruse Melvin, VP, Finance and Operations Timetable for Completion: January 31, 2015	
	Accounts Receivable Sub-ledger: Implement a suitable system to support invoicing and accounts receivable for use in most of the cases listed above. Improve year-end procedures to record the balance of outstanding receivable, especially for non-centralized systems (e.g., medical billing systems)	Lamar University will document AR system requirements, evaluate currently licensed products for applicability, and if required, review external solutions. Person Responsible: Twila Baker, AVP Finance Timetable for Completion: August 31, 2015 Implementation of an AR system described under item 1 above should provide automation of this process. Person Responsible: Twila Baker, AVP Finance Timetable for Completion August 31, 2015	Planned
	Veterans Affairs: LU should work with LIT management to change procedures such that VA Chapter 33 Benefits are wired directly to LIT (as they are currently for Chapter 31 Benefits). LU should calculate and remit any remaining funds still held to LIT.	LU management will evaluate alternative methods for processing veteran's benefits including but not limited to the potential of transferring processing to LIT staff. Recommendations will be presented to LU and LIT management for approval. Due to extenuating circumstances, this recommendation will need to be delayed for approximately 6 months. Responsible person: Twila Baker AVP Finance Timetable for Completion: June 30, 2015	Factors Delay Implementation
Women's Soccer Camps Management Advisory Letter, November 2013	The method of determination of compensation payments for new employees should be documented in a form, such as an offer letter, such that the stipend or salary is documented and other significant payments, such as participation in profits from camps, are clear and can be definitively calculated. Payments made for camps should be calculated in strict accordance with the defined method, taking into account all revenues and expenses, and documentation to support the corresponding payroll payments should be retained.	The management team has developed an offer letter for all new incoming employees that state the salary amount and any other significant payments that might be made to the employee. The management team is further clarifying payments that are received for coaches as the result of camps in the Camps and Clinics Manual and is working to define the parameters by which the coaches will be able to disperse proceeds made from camp.	Implemented
	Develop procedures for the running of all camps. Management should:	The department has standardized the agreement with the online vendor and has limited those who can change where	Implemented

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	<p>1. Standardize camp administration procedures to the greatest extent possible to ensure consistent controls and efficient processing.</p> <p>2. Eliminate personal information, such as credit card details, from its forms in favor of more secure processing methods.</p> <p>3. Ensure that a standard medical release is developed, approved by General Counsel, and used consistently.</p> <p>4. Work with the Finance Office to review all relationships with third party vendors collecting money on behalf of the University, in order to ensure adherence to all rules concerning custody and control of funds.</p> <p>5. Provide appropriate training to athletics department personnel</p>	<p>payments are sent to one person inside the athletics department that is not a coach. Credit card information will be removed from any future camp brochures and management will work with athletic training department and office of General Counsel to approve final product. A new employee orientation program for the department of athletics has been implemented to cover camps and in addition to other standard department policies and procedures.</p>	
<p>Center for Executive Leadership Audit, April 2014</p>	<p>2. Records Retention The University should:</p> <p>1. Assign responsibility for records retention to a suitable member of management, as required by Government Code Title 4, Subtitle D, Chapter 441.184.</p> <p>2. Develop a records retention schedule specific to the needs of the University and submit it to TSLAC, as required by Government Code Title 4, Subtitle D, Chapter 441.185.</p> <p>3. Develop a records management policy defining the types of data to be retained, retention responsibilities, timeframes for retaining those records, and required steps for destruction.</p> <p>4. Ensure that the Center for Executive Leadership purge all documents not in compliance with the certified RRS recommended above.</p>	<p>1. 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 planning period during which timelines will be established for policy, procedure, and retention schedule development. Person Responsible: David Carroll, Director of Library Services Timetable for Completion: March 31, 2015.</p> <p>3. Assumption of these responsibilities will require a planning period during which timelines will be established for policy, procedure, and retention schedule development. Person Responsible: David Carroll, Director of Library Services Timetable for Completion: March 31, 2015</p> <p>4. The Center will purge all documents not in compliance with the University Records Retention Schedule. Person Responsible: Tammy Comeaux, Assistant Director Timetable for Completion: Begin immediately, finalize within 90 days of receiving the final draft of the University's</p>	<p>Implemented</p> <p>In Progress</p> <p>In Progress</p> <p>In Progress</p>

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	<p>5. Approval of Fee Increases The University should obtain Board approval for all changes to tuition rates, as required by the System Rules and Regulations.</p>	<p>Document Management Policy. 5. In the future the approval of all fees will be obtained from the Board of Regents. All fee increases will only be authorized by LU Executive management. Most recent tuition increase is planned for Board of Regent approval in May 2015. Person Responsible: Dr. Jason Mixon-Chair of Ed Leadership Timetable for Completion: May 22, 2015.</p>	In Progress
	<p>6. Departmental Website 1. The University should:</p> <ul style="list-style-type: none"> • Ensure that all departments follow the web use policy and the visual standards manual • Ensure that all departmental websites are hosted in accordance with the University's policies • Ensure that all uses of the University logo by third party websites are authorized by appropriate written agreements • Ensure that users should be warned when leaving the University website, as recommended by State of Texas guidelines. • Avoid association with potential copyright violations. <p>2. The Center should ensure that the departmental website complies with current policies and standards.</p>	<p>1. We are in the process of migrating outdated web pages into our Content Management System (CMS) to ensure departments follow the web use policy and visual standards manual. All colleges and all academic departments have been completed and a portion of administrative and faculty sites have been completed Person Responsible: Juan Zabala, Vice President, University Advancement Timetable for Completion: August 1, 2015</p> <p>2. The Center met and worked with the appropriate administrators to ensure that via the CMS, its website now complies with current policies and standards. The Center was provided and is now utilizing a new logo and web address (www.lamar.edu/cel). The Center's prior domain (www.LamarCEL.com) has been redirected to its new</p>	<p>In Progress</p> <p>Implemented</p>
ACH & Wire Transfers, May 2014	<p>4. LU should</p> <ol style="list-style-type: none"> 1. Complete its research of stale dated payments making additional remittances to the State, as necessary. 2. Monitor its outstanding payments so as to maintain compliance with the State statute on unclaimed property. 	<p>4. LU has completed it research of stale dated payments and is in the process of making additional remittances to the State as necessary. LU also will monitor its outstanding payments so as to maintain compliance with Statute on unclaimed property.</p> <p>Person Responsible: Associate Vice President for Finance: Twila Baker Timetable for completion: 1. Current research on existing stale dated checks will be completed by March 31, 2015. 2. Monitoring will continue thereafter.</p>	In Progress

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	5. Management should ensure that all policies and procedures for ACH and wire transfer administration and activities are formalized and current.	5. LU will develop written procedures for processing wire transfers or ACH batches to include such information as description of ACH and wire activity, policy/process owners, and internal control descriptions. Person Responsible: Associate Vice President for Finance: Twila Baker Timetable for completion: January 31, 2015	In Progress
IT Customer Service Desk Best Practices Review, October 2014	Best practice suggestions for improvements to LU's Information Technology Customer Service Desk were identified in the following areas: <ul style="list-style-type: none"> Physical environment, Use of the existing automated tools, Provision of new Knowledge Aids to assist call agents, Provision of call agent training, Call logging (completeness & timeliness), Prioritization, Workflow documentation, Monitoring, and Metrics 	Management is currently using the advice provided in this review to improve its customer service practices, Detailed follow-up responses are not required because of the purely advisory nature of this review.	N/A
SAM HOUSTON STATE UNIVERSITY			
Review of Certain Components of the SHSU Athletics Department Compliance Program, April 2011	Procedures and protocols should be established for inventory record maintenance, including order and receipt, checkout, check- in and disposal. When equipment is checked out to student athletes and/or coaches, it should be documented in a record that reflects the type of equipment/apparel checked out, date of checkout, and signature of student athlete or coach documenting it was received. When equipment/apparel is checked back in, the check-out records could be used to document the equipment/apparel being checked in, date it was checked in, signature of student athlete or coach returning the equipment/apparel along with the Equipment Coordinator's signature acknowledging the return of the equipment/apparel. It is the Equipment Coordinator's responsibility to maintain adequate inventory controls and records.	The department began researching potential software packages prior to October 1, 2011. During the research process, the College of Business Administration professors Dr. Pamela Zelbst and Dr. Jeremy Bellah made a presentation of their radio frequency identification (RFID) tracking system. The system was well received by athletic administration and it was decided to continue exploring the system's athletic applications. In the Spring 2013, the department developed the appropriate procedures for using the system from an operational perspective. We interviewed coaches who manage the equipment and determined the best way for the technology to support the process. In the Summer 2013, we performed the analysis and design for the software, and the programmers developed the software.	In Progress

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		<p>Also in the summer, we purchased all of the hardware.</p> <p>Although the software programming work was completed according to the documentation last summer, some development issues remain. The department has determined that additional review of the program will be performed to determine if future implementation of the system is necessary, due to significant changes in coaching personnel. The department previously consulted with Audits and Analysis, and developed a consistent department manual inventory system that was implemented Summer 2013 by providing a revised Equipment Policy and inventory templates to Head Coaches. This revised manual system will serve as the department's primary inventory process in lieu of the radio frequency identification (RFID) system, and will be monitored by management. The original intent of the RFID system was to provide staff with a more automated tool to supplement or replace the individual manual systems of all sports. However, due to the implementation of the revised manual system there is not an immediate need for the RFID system in the near future.</p> <p>Athletics management performed an initial review of the manual inventory system in October 2014 and will conduct another review in February 2015 to determine any changes or updates that would need to be made to the process.</p> <p>Person Responsible: Bobby Williams, Director of Athletics Timetable for completion: February 28, 2015</p>	
IT Policy Guideline Compliance Review, August 2013	<p>Issues, recommendations, and management action plans for this audit have been addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>Compliance achieved for the elements noted is as follows:</p> <p>Policy: 100% complete Procedure: 100% complete (compared to 96% in November) Demonstrable Procedure: 100% complete (compared to 96% in November)</p>		
SHSU-13-010 ACH/Wire Transfer (WT)	A log to track all ACH batch and wire transfer transactions should be created internally or provided by the depository institution and maintained to serve as a tool for reconciling	The General Accounting Office created a manual tracking log for outgoing ACH batch and wire transactions in May 2014. The General Accounting Office has been recording	Implemented

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Audit, May 2014	against bank statements and accounting records.	<p>outgoing ACH batch and wire transactions since May 1, 2014 and continue to maintain the log. The current log contains the date of ACH / wire transaction, amount, check number (if transaction is a wire), bank (if transaction is an ACH batch), person / department initiating transaction, individual(s) authorizing the transaction, purpose, process status and return status (for wires). This process was introduced to the Financial Reporting group. As the Financial Reporting group currently utilizes Banner reporting and bank statements to perform bank reconciliations, the manual tracking log will serve as a backup report used to research any discrepancies between the transactions in the accounting records in Banner and the bank statements. The logging used to track ACH batch and wire transactions could become electronic in the future depending on the capabilities of the depository bank chosen with the RFP for depository services but in the interim, the manual log will be utilized in the bank reconciliation process.</p> <p>Person Responsible: C. Aaron LeMay, Associate Vice President for Financial Services and Controller</p> <p>Timetable for Completion: September 30, 2014</p>	
	Management should ensure that all policies and procedures for ACH and wire transfer administration and activities are formalized, current, detailed, specific and consistent to promote a seamless transition in the event of employee turnover / absence.	<p>SHSU agrees with the recommendation and is in the process of formalizing policies and procedures. SHSU released an RFP for a depository bank on June 30, 2014. One of the main factors in this RFP is electronic banking operations. The Controller's Office established a work team to develop a policy for receiving payments including by electronic methods. The General Accounting Office has been developing policies for disbursements by electronic payment methods which have been in draft stage since June 2014. SHSU now has a treasurer on staff who will review the policies and make recommendations for changes. Formal policies and procedures will be updated as part of the implementation process which is scheduled to begin after the February 2015 TSUS Board meeting.</p> <p>Person Responsible: C. Aaron LeMay, Associate Vice</p>	In Progress

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		President for Financial Services and Controller Timetable for Completion: August 31, 2015	
	Ensure depository institution provides electronic disbursement services to include electronic capabilities for initiation and authorization of ACH (credit / debit) and wire transactions. The banking services should also include ACH block and filter settings to prevent unauthorized ACH debit transactions.	SHSU agrees with the recommendation and released a Request for Proposal ("RFP") for SHSU's depository bank on June 30, 2014. One of the main factors in the RFP will be improving electronic disbursement services. SHSU's current depository bank does not allow SHSU to meet this recommendation. The bank chosen with this RFP will meet or be able to meet this recommendation by the end of fiscal year 2015. Person Responsible: C. Aaron LeMay, Associate Vice President for Financial Services and Controller Timetable for Completion: August 31, 2015	In Progress
SHSU-14-011 Compliance With The Jeanne Clery Act Audit, July 2014	Management should strengthen controls to ensure the accuracy of crime statistics within the ASR.	We concur. The following corrective actions have been implemented to address these deficiencies. Report scoring was changed to ensure an audit trail was created for ASR reporting purposes. When an incident or offense is initially reported it is reviewed and a determination is made regarding its reportability under Clery. Items that are reportable are then scored for the proper statistic to be recorded. This statistic is recorded and each incident is audited/examined or recounted for statistical verification. An additional process was implemented to ensure information is captured more easily and is more identifiable to audit procedures. Based on department incident reporting, our department will run a report in our records management system (CRIMES) to pull all reports taken during a time period. At this time each offense/incident reported to our department is examined to make a determination if it meets ASR guidelines for statistical reporting. All individual offenses/incidents reports are reviewed. Those that meet a statistic that need to be reported are documented and then entered onto a prepared form for that particular statistic. The form captures the case number, the date, the offense, and the proper Geography	Implemented

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		<p>for Clery Statistical guidelines. The information is then documented on the appropriate form for its corresponding crime. These redundant forms and reports provide two different ways to audit and make sure statistics are correct. Finally, the crime statistics publication page has been updated to reflect all geographic areas (Main Campus/The Woodlands Campus/Lone Star University Park).</p> <p>Person Responsible: Kevin Morris, Director of Public Safety Services & Chief of Police Timetable for Completion: October 31, 2014</p>	
	<p>The University should ensure that a comprehensive policy to address Clery Act requirements (including applicable training) for CSAs is developed, communicated, and implemented. Because the Clery Act involves multiple stakeholders and crosses organizational reporting lines, assignment of a champion with sufficient authority to ensure completion of the effort is also recommended.</p>	<p>We concur. Management will identify and notify all institutional CSAs and develop recommendations on appropriate training for CSAs. A Clery Committee has been proposed in an effort to provide the appropriate level of authority and oversight.</p> <p>Person Responsible: J. Carlos Hernandez, EdD., CPA, Vice President for Finance and Operations Timetable for Completion: March 31, 2015</p>	In Progress
	<p>Executive management should ensure that complete and sufficient policy statements as required by the Clery Act are documented, communicated, and functioning. As noted in the previous recommendation, the assignment of a champion, with authority to ensure completion of the policy statements, may be necessary to ensure coordination amongst the various policy "owners" of the numerous subjects required to be addressed by the Clery Act.</p>	<p>We concur. Management has been working on addressing many of the issues laid out in the audit. Management is charged with reviewing and revising policies and procedures to ensure the continued safety of our University community. Management is collaborating with the TSUS System to ensure that University policies and procedures are aligned with System-wide requirements.</p> <p>Person Responsible: Jeanine Bias, Associate Dean of Students Timetable for Completion: December 31, 2014</p>	Verification of Implementation in Progress
<p>SHSU-14-012 Review of State Auditor's Office Special Investigations Unit Hotline Complaint of Financial Aid Improper Awarding, September 2014</p>	<p>Policies and procedures surrounding protocols for granting additional awards above established algorithms should be developed, documented, and disseminated. Further, the need to ensure that adequate documentation to evidence the rationale for awarding additional aid should be addressed.</p>	<p>Management agrees with the recommendation. Policies and procedures have been established related to the justification and documentation for additional funds. The appeal form was created, and the new process was implemented with the Financial Aid Counselors. The Financial Aid Policies and Procedures manual was also updated to reflect this change. The appeal form and updated policies and procedures are located in a centralized location within the financial aid department's T Drive. An internal departmental audit will be run periodically after the initial aid award periods (Fall, Spring, Summer) to</p>	Implemented

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		<p>verify the process and award packaging of students of the aid packaging philosophy for the aid year.</p> <p>Person Responsible: Lydia T. Hall, Director of Financial Aid Timetable for Completion: July 30, 2014</p>	
	<p>Current and future staff members should be educated on basic practices, guidelines, protocols, expectations, discretion allowed, and financial stewardship responsibilities, including how to report fraud, waste, abuse or misappropriation. Current and future staff should likewise be encouraged to escalate matters of concern outside the normal chain of command without fear of repercussions when communications regarding concerns within established reporting lines appear to be unheeded.</p>	<p>Management agrees with the recommendation. The Enrollment Management division has retreats and training opportunities each academic year. The communication listed above will be incorporated into the divisional training.</p> <p>The spring retreat for the division will take place in March 2015 where the Vice President for Enrollment Management will communicate basic practices, guidelines, protocols, expectations, discretion allowed, and financial stewardship responsibilities, including how to report fraud, waste, abuse or misappropriation.</p> <p>In addition, the Director of Financial Aid will also communicate this information in the Financial Aid team lead meeting on 1/27/2015 as well as incorporate the information into new hire training.</p> <p>Person Responsible: Heather Thielemann, EdD, Vice President for Enrollment Management</p> <p>Timetable for Completion: March 31, 2015</p>	In Progress
	<p>Only accounts which uniquely identify an individual should be used by individuals to transact and process. The use of generic accounts should not be used by functional users and should be controlled when used by support staff. To control the usage of generic accounts while individual accounts are established for functional users the password should be changed immediately. A process should then be established such that permission to use the account is granted only when the access request is explicitly approved by both the user's manager and the data owner. The request should also provide business justification for the access. The credentials should then be provided by IT to maintain segregation of duties in the user provisioning process. All individuals who have access to the generic account should be tracked, including the date access was</p>	<p>Management agrees with all parts of the recommendation except for the recommendation that generic accounts should not be used by functional users. The need for a "generic" user still exists; however, management plans to implement controls to address the issue and mitigate the risks. During Banner's inception, recommendations from several consultants were received to create a "generic user". Currently, there are three known processes linked to the generic FAISUSR account: ROPSAPR (Financial Aid Student Academic Progress), Population Selections (Popsels), and Job Submission Parameter Sets. Creating multiple parameter sets or Popsels for individual users, and/or amending revised processes for individual users will increase error probabilities since the same definition changes would need to be made to all individual accounts</p>	In Progress

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	<p>granted. This list should be reviewed periodically for appropriateness.</p>	<p>rather than the one FAISUSR account. FAISUSR access to all modules other than Financial Aid and other General functions in production has been removed by Information Technology (IT).</p> <p>Designated personnel will access FAISUSR through proxy and their own primary account via MySam. This provides a log of users that leverage FAISUSR within the Banner system. IT service requests will serve as the granting vehicle and documentation for access grants. Proxy access will enable user tracking for access to the FAISUSR account by logging computer specific, user, and time data for future reference. FAISUSR will be restricted to Banner - Financial Aid access and certain General functions such as Popsel creation, variable creation and letter generation. The last user that modified a database record can be identified for review of FAISUSR activities. The Director of Financial Aid will review an activity report of the generic FAISUSR account to determine whether all transactions are appropriate and authorized.</p> <p>A report will be created that will identify users with access to the FAISUSR environment, the associated processes, and the date access was granted. It will be used as a management tool to confirm user need and proper utilization. A copy of this report will be saved on the T drive. Any requests for access changes will continue to go through Cherwell.</p> <p>The users to be granted proxy access have been authorized by the Director of Financial Aid. This will be effective in production by February 15, 2015. When proxy functionality is available, the Director of Financial Aid will review the FAISUSR report, remove any unwarranted users, and require new users to submit a request for access. If deemed necessary, the Director will place a Cherwell request to have the user added to the FAISUSR account.</p> <p>Person Responsible: Lydia T. Hall, Director of Financial Aid</p> <p>Timetable for Completion: February 15, 2015 (Proxy Access Implemented and User Appropriateness Review in</p>	

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	The access granted to financial aid staff in INB should be researched and reviewed for possible control breaches as well as the necessity to segregate functional duties. Segregation of duties can serve as a valuable tool for the prevention of errors and wrong doing.	<p>Place) and May 15, 2015 (FAISUSR Activity Report Review)</p> <p>Management agrees with the recommendation. We have re-assigned job responsibilities resulting in the segregation of duties; The Sr. Accountant and/or the Accountant will place available funds in RFRMGMT. The Senior Analyst and/or the Analyst will be responsible for defining business rules for student eligibility and packaging, and for executing the awarding process (RPEPCKG). It is imperative that the aforementioned positions be afforded access to all of these forms due to the limited number of resources available to process financial aid for students. Access for all other individuals with access to execute the awarding process and update the business rules is currently being reviewed to determine the access changes required to enforce segregation of duties. Access will be reviewed and altered after the proxy functionality for the FAISUSR ID is implemented. The FAISUSR ID will also have access to all rule building forms mentioned above. "Trouble-shooting" potential errors arising from new software upgrades, federal guideline changes or a unique situation necessitates a thorough examination via the use of the FAISUSR ID.</p> <p>In addition, a consultant has conducted a post-implementation review to determine how Financial Aid could further implement best practices in utilizing the Banner Financial Aid module. The consultant will be discussing the recommendations with Financial Aid in February 2015.</p> <p>Logging functionality is enabled for the following forms: Packaging Process (RPEPCKG), Financial Aid Selection Rules (RORRULE), Algorithmic Packaging Rules (RPRALGR), Fund Management (RFRMGMT) and Packaging Group Fund Rules (RPRGFND). This will provide a time stamp, name, and description, detailing who was using the form, when it was being used, and what was added or altered.</p> <p>Now that the audit logs are enabled, the Director of Financial Aid is working with Information Technology (IT) to</p>	<p>In Progress</p> <p>Implemented</p> <p>In Progress</p>

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		<p>determine the audit logs which will be part of the monitoring procedure to detect whether individuals with segregation of duties conflicts are awarding students additional funding in accordance with the policies and procedures.</p> <p>Person Responsible: Lydia T. Hall, Director of Financial Aid</p> <p>Timetable for Completion: March 1, 2015 (Banner Financial Aid Access Altered), September 15, 2014 (Logging Enabled) and May 15, 2015 (Monitoring/Review Procedure Implemented)</p>	
SUL ROSS STATE UNIVERSITY			
Purchasing and Procurement, October 2009	Develop a policy to limit the use of the reimbursement process to instances where the purchase process is not feasible. Also included in this policy should be a requirement that purchases be delivered to SRSU receiving.	<p>The purchasing policy has been revised and approved by the Executive Cabinet. The policy has been approved on September 30, 2014.</p> <p>Person Responsible: Noe Hernandez, Purchasing Director, Lisa George, Director of Accounting Services</p> <p>Timetable for Completion: August 31, 2014</p>	Verification of Implementation In Progress
Endowment Fund Investments and Related Scholarships, June 2012	The scholarship process should be documented. The entire flow, from receipt of the funds from donors, through the final award of scholarships and monitoring of recipient performance, should be included in the process documentation, with clear assignment of responsibility and accountability. Ownership of each part of the process, including managing of both endowment and scholarship accounts, should be clearly stated and communicated to all departments participating in the process. The processes at Rio Grande College should be included in this governance structure.	<p>Enrollment Management went live with Academic Works scholarship software on September 1, 2014. During the Fall 2014 semester, we will be recreating the entire scholarship and awarding process from receipt of funds through final award of scholarships as well as monitoring renewable awards. Since the process has drastically changed since the audit due to the implementation of the software, we will need a cycle to document and train the campus community. A final document will be available January 1, 2015. This document will serve as policy and procedure as well as outline departmental roles in the process.</p> <p>Person Responsible: Denise Groves, Vice President for Enrollment Management.</p> <p>Timetable for Completion: March 15, 2015</p>	In Progress
	The amount communicated to the Committee as available for award should be net of any existing commitments.	This has been incorporated into the written process for projecting funds available for scholarships. This documentation was provided to Internal Audit on April 7, 2014.	Verification of Implementation In Progress

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		<p>Beginning in Fall 2014, Finance will deliver the available scholarship funds report to Financial Aid at least by October. The Scholarship Coordinator will take the amount reported by Finance and adjust it to account for possible renewal awards. Renewal amounts and remaining available funds for initial awards will be reported to the committee/department so scholarship nominations can be made for each without exceeding the total amount available for the year. The fiscal year 2016 available scholarship funds estimate was delivered to Financial Aid on October 31, 2014.</p> <p>In the future, Financial Aid will work with Finance before the available funds list is made available so that the list will document the total amount available to award in the year, the amount encumbered for renewals, and the amount available for new awards.</p> <p>Financial Aid Response: SRSU purchased Academic Works Scholarship Software and the Renewal Module that goes with it. The Renewal Module enables the Scholarship Coordinator/Financial Aid to track all Renewable Scholarships and account for future expenditures for renewals. Once Financial Aid is notified by Finance/Accounting of the total available funds for each scholarship, Financial Aid can easily account for how much of the available funds should be encumbered for Renewals and the amount that will be available for new awards.</p> <p>Persons Responsible: Cesario Valenzuela, Vice President for Finance and Operations, Oscar Jimenez, Senior Manager, John Young, Accountant, Denise Groves, Vice President for Enrollment Management, Mickey Corbett, Director of Financial Aid Timetable for Completion: October 31, 2014</p>	
	Communication between the Finance Department and Student Financial Aid should be enhanced to assure that postings are accurate. Similar coding of accounts could be used, or a mapping of accounts maintained that would show which account name in Finance equates to which account name in Student Financial Aid, and vice versa.	<p>Document the naming convention for scholarships, excellence funds.</p> <p>Financial Aid and Finance/Accounting will review the entire list of scholarships and make sure all Accounting detail codes match Financial Aid fund codes. The available funds</p>	In Progress

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		<p>list will also be updated to match information on Scholarship/Endowment Agreements. To ensure all tables and schedules are in place and communications are in line as needed. Team expects to have items resolved by estimated timetable.</p> <p>Financial Aid and Finance met in October 2014 and reviewed Finance account numbers (FOAPALs), Accounting Detail Codes, and Financial Aid Fund Codes to make sure they all matched. This part was completed. Work began on ensuring the Finance spreadsheet of scholarships matched the correct scholarship agreement/endowment requirements. Only a small portion was completed. Work on this was delayed since Tanya Romero has been out due to a prolonged illness.</p> <p>Person Responsible: Mickey Corbett, Director of Financial Aid, Oscar Jimenez, Senior Manager, Tanya Romero, Budget /Banner Finance Coordinator Timetable for Completion: April 1, 2015</p>	
	As a part of the endowment contract review recommended above, we recommend notation of any required ongoing student performance requirements and any specifics as to how the scholarship should be funded. A monitoring of student performance, enrollment, etc., should then be conducted before further awards (e.g. spring semester) are funded.	<p>Administrative policy will be developed addressing the designation and cancellation policy regarding mid-term scholarship awards. The University is currently working on a retention plan and this policy will be reflective of the plan. Due to the implementation of Academic Works software, the entire process must be re-engineered. We will begin our first cycle in Fall 2014; therefore, the administrative policy will reflect the new process.</p> <p>Person Responsible: Denise Groves, Vice President for Enrollment Management Timetable for Completion: March 15, 2015</p>	In Progress
	The written scholarship processes previously recommended should incorporate not only retention guidelines, but also the method of retention and location of the documents. The processes should be sufficiently detailed so that in the event of employee turnover (planned or unplanned), there is enough information available for new/existing employees to perform the activities necessary to ensure the scholarship processes function as prescribed by management.	<p>A standard operating procedures manual will be written outlining the scholarship awarding process and document retention schedule. Completion of manual is pending. Formal written guidelines from Finance and Advancement concerning who their contact person is and procedure to determine available funds for scholarships are still needed.</p> <p>An initial meeting was held between staff members of Financial Aid, Finance, and the President's Office. A general outline of scholarship creation, fund balance</p>	In Progress

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		<p>notification, and nomination/awarding/crediting student accounts was discussed. The University purchased software to automate the application and selection processes. Training and implementation is ongoing at this time. We do not expect completion of the implementation until October 2014. After implementation of the new process a complete scholarship process will be formally written and approved.</p> <p>With implementation of the first cycle of scholarship awards using new Academic Works scholarship software, Financial Aid is in a position to complete this item. A meeting will be scheduled in October between staff members from Advancement, Finance, Accounting and Financial Aid to document scholarship processing from start to finish. Application and award records will be stored in the Academic Works software. Policies and procedures will be written to document all steps in the process.</p> <p>Scholarship processing in the new software was not completed until January for the first cycle. An outline has been created that outlines basic procedures for scholarship processing using the software. This still needs to be reviewed and approved by all parties involved.</p> <p>Person Responsible: Mickey Corbett, Director of Financial Aid Timetable for Completion: April 1, 2015</p>	
	<p>We recommend an increased level of scrutiny during the review and approval process. Related expenditure policies, such as the Travel Policy and the Purchasing Policy, should be revised to clearly assign accountability for the accuracy of the requisitions or other requests for payment submitted into the Purchase and Requisition process in Banner or otherwise submitted to the Controller's Office for payment.</p>	<p>The Purchasing and Accounting Senior Manager's Office has increased the level of scrutiny during the review and approval process of all reimbursements. In situations such as this, the Senior Manager will require a copy of the signed Endowment/Excellence agreement indicating that the expenditure is allowed under the agreement. Any questionable items must be resolved before payment.</p> <p>The Senior Manager's Office will require a copy of the written contract which supports the expenses to be reimbursed for speakers. In addition, the Travel and Purchasing policies have been modified to reflect this requirement.</p>	Verification of Implementation In Progress

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		<p>In fiscal year 2014 year to date, excellence funds have not been used to pay guest speakers. Accounting Services department will continue to monitor payment requests and will require copy of contract before payment is approved.</p> <p>The Senior Manager's Office requires a copy of all service contracts before payment is approved.</p> <p>The travel policy has been revised and submitted to the Executive Committee and was approved on September 30, 2014.</p> <p>Persons Responsible: Kim Lewis, Budget Assistant, Lisa George, Director of Accounting Services, Noe Hernandez, Purchasing Director.</p> <p>Timetable for Completion: September 30, 2014</p>	
	Communication with donors should be ongoing and proactive. Planned and strategic communication can result in increased donor satisfaction, particularly where defined objectives (such as scholarships) are embedded in the donation. We recommend establishing a program of donor communication and cultivation which would automate periodic communications to each donor.	<p>We recognize the need to implement a comprehensive donor management program (from identification and cultivation to solicitation and stewardship) and have begun implementation of the following steps to move us towards that goal:</p> <ol style="list-style-type: none"> 1. Donor and Alumni data consolidation/ updating: Wealth screened donor and alumni records in order to segment donors/approaches and document donor contacts within system. Consolidated alumni data from several sources. Corrected and integrated address/phone/email updates. Uploaded all information into interactive Alumni "Community" and data system for Alumni Affairs. Completed: December 31, 2014 <p>Person Responsible: Butch Worley, Vice President for External Affairs, Karen Brown, Director of Alumni Affairs and Coordinator of Advancement is assisting. Completed: December 31, 2014</p>	Verification of Implementation In Progress
McNair Grant, August 2012	Provide training to McNair staff, faculty and travelling students regarding the Travel Policy requirements. Documentation should be maintained, such as a sign-in sheet, to verify that all students and faculty participating in the McNair Project have been trained prior to travelling.	<p>Management agrees with this recommendation. The Senior Manager's Office will provide training for McNair staff, faculty and traveling students already approved for travel.</p> <p>Department heads will sign a statement verifying responsibility for reimbursing the University in the absence</p>	Verification of Implementation In Progress

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		<p>of required receipts, acknowledging personal credit-debit card statements will not substitute for actual receipts.</p> <p>The Accounting Services Department conducted a travel training workshop on April 17, 2013.</p> <p>Annual training will be provided for all McNair students who return in the fall semester intending to present their work to a location where travel is required.</p> <p>These workshops will be on an as needed basis for McNair Students who have been approved to travel.</p> <p>Persons Responsible: Lisa George, Director of Accounting Services, Mary Bennett , McNair Grant Director, and Irma Ramirez, Accounting Assistant Timetable for Completion: August 31, 2014</p>	
	The McNair Student Travel Policy should be reviewed for consistency with the January 2012 version of the Travel Regulations. The purpose and allowable costs of the grant should be considered when determining policy provisions, such as the type of travel performed by the students and the support provided the students by the grant.	<p>The McNair Student Travel Policy has been reviewed for consistency with the revised SRSU Travel Regulations. The allowable cost of the grant has been considered in determining policy revisions.</p> <p>Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: August 31, 2014</p>	Verification of Implementation In Progress
	Available applications of the Banner system should be developed to act as preventive controls, preventing inappropriate combinations of Funds with Organizations. Additionally, and until Banner is so developed, detection controls should be implemented to assist in detecting and correcting such errors in a timely fashion.	<p>Management agrees with the recommendation. In addition to the controls currently in use, management plans to implement online Travel applications, which would put in place an additional layer of controls for account managers to detect and disapprove items not valid for their fund.</p> <p>The incorrect posting of the \$405.78 has been corrected with JE # FL001972 on August 17, 2012. Primary persons responsible for finalizing the project are Tanya Romero and Noe Hernandez. The primary piece that is pending is the setting up of the routine travel routing queues. Kim Lewis may assist in training as needed. Plan to work on routing queues no later than November 1, 2014, upon completion of new year and year end issues and hope to begin phase out and testing by November 10, 2014 with most of the project completed by end of calendar year. Unfortunately we have to start set up and testing over as all of our data</p>	In Progress

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		<p>was lost during a conversion/update project of Banner.</p> <p>Persons Responsible: Tanya Romero, Budget/Banner Finance Coordinator and Noe Hernandez, Purchasing Director</p> <p>Timetable for Completion: April 30, 2015</p>	
Purchasing Card, University General Credit Card, and University Corporate Travel Card Programs, June 2013	Purchasing policy should be revised to clarify the frequency and substance of periodic purchasing card audits and the requirements for transaction log approval for account managers as cardholders.	<p>Since copies of backup documentation, including but not limited to receipts, transaction log, invoices and packing lists(when available), are being kept centrally at Purchasing Office, these audits will be easier to perform. The policy states audit will be conducted at least once a year for compliance for all purchasing cards. In addition, the policy has been clarified to require cardholders to have supervisor's review and signature. The revised policy was approved by Executive Cabinet on September 30, 2014.</p> <p>Person Responsible: Noe Hernandez, Purchasing Director</p> <p>Timetable for Completion: September 30, 2014</p>	Verification of Implementation In Progress
	<p>Any purchasing card issued (excepting to the SRSU President) should be approved by the cardholder's supervisor. This includes approval of the transaction and monthly limits, as well as any changes to the limits thereafter.</p> <p>Changes to credit limits should be approved by the cardholder's supervisor and the related documentation of the Purchasing Department with the credit card company should be retained.</p>	<p>The policy has been revised to require all purchasing cardholders to obtain supervisory approval. Two levels of approvals are required.</p> <p>Person Responsible: Noe Hernandez, Purchasing Director</p> <p>Timetable for Completion: September 30, 2014</p>	Verification of Implementation In Progress
	Transitions of both account managers and cardholders should be managed by the Purchasing department so that the risk of noncompliance by the account manager and possible misuse of the cards is mitigated.	<p>Cardholders will be retrained and this issue will be emphasized. In addition, Purchasing will coordinate with Human Resources whenever terminations or transfers are known in order that compliance with the policy is assured.</p> <p>Person Responsible: Noe Hernandez, Purchasing Director</p> <p>Timetable for Completion: March 31, 2015</p>	In Progress
	While ethics training is provided biannually for all staff, the Purchasing policy should also reference the ethics policy. Purchasing card training should also include ethics training. A review of invoices by the Purchasing Department may also reveal that gifts are being sent to the requisitioning department. Vendors known to be	The Purchasing Policy has been revised to reference the ethics policy and also remind all employees of the prohibition against accepting gifts from vendors. We feel that if we receive all backup documentation for Purchasing Card purchases, we can better control this process. To control the purchase order process, a note	<p>Verification of Implementation In Progress</p> <p>This was first reported to the auditor as "Implemented" as</p>

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	giving such gifts should be contacted and informed of SRSU policy.	<p>has been added to our Purchase Orders reminding all vendors of this prohibition. In addition, we will continue to notify all vendors about our gift policies. All Purchasing staff will be retrained on reviewing supporting documentation for indications of gifts by vendors. All employees receiving such gifts will be reminded of the prohibition against such actions. Ethics Policy has been included in the Purchasing Policy. Policy has been approved by Executive Cabinet on September 30, 2014.</p> <p>A note has been added to all purchase orders as a reminder to vendors of our gift policy. Policy revision is pending. A process has been implemented to where the Purchasing Office receives Purchasing card documentation for review.</p> <p>Person Responsible: Noe Hernandez, Purchasing Director Timetable for Completion: September 30, 2014</p>	<p>of April 2014 and so reported to the Board at that time that Verification was in progress. Follow up testing did not provide evidence of implementation, so the item was returned to an "In Progress" status for the next Board meeting with an Auditor's note attached to explain.</p> <p>The item has now again been reported as "implemented" as of September 2014 and verification of that second attempt at implementation is still in progress.</p>
	The webpages and all linked documents pertaining to the Purchasing Card program should be updated to reflect the most current information.	<p>Webpage links will be updated. Most of the links have been fixed, but are still working on a few issues.</p> <p>Persons Responsible: Noe Hernandez, Purchasing Director, Monica Lopez, Purchasing Staff Timetable for completion: October 10, 2014</p>	<p>Verification of Implementation In Progress</p> <p>This was first reported to the auditor as "Implemented" as of July 2014 and so reported to the Board at that time that Verification was in progress. Follow up testing did not provide evidence of implementation, so the item was returned to an "In Progress" status for the next Board meeting with an Auditor's note attached to explain.</p> <p>The item has now again been reported as "implemented" as of October 2014 and verification of that</p>

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			second attempt at implementation is still in progress.
	The Finance department should evaluate the cost/benefit of centralizing the purchase of common office supply items through the central supply room. Having departments order through the supply room could provide better control over pricing, limit the number of purchases, and expedite the receipt of the goods in the requesting department.	The TSUS office entered into a system-wide contract for e-procurement. SRSU has partnered up with Texas State University for e-procurement and are awaiting production setup from Texas State University for this process. Testing has been done. After an evaluation period of this process, we will re-consider the Central Store Supply option. Persons Responsible: Noe Hernandez, Purchasing Director, Cesario Valenzuela, VPFO Timetable for Completion: September 30, 2014	Verification of Implementation In Progress
	Governance should be applied toward the purchase of food items. A formal policy should be developed to control the food items purchased to assure compliance with the TSUS Rules and Regulations.	The Purchasing Policy has been revised and approved by Executive Cabinet on September 30, 2014. In addition, all Purchasing Card transactions for the current year have been reviewed and these purchases are in compliance with the TSUS Rules and Regulations. We will continue to monitor future purchases to make sure they are in compliance. Person Responsible: Noe Hernandez, Purchasing Director Timetable for Completion: September 30, 2014	Verification of Implementation In Progress
	Purchasing Department staff should document verification of the User Guidelines on the Card Request Form each time a user requests the University General Credit Card.	Users are filling out the User Guidelines form every time they check out a credit card. Policy guidelines have been printed and will be attached to the request form as part of backup documentation. Everyone is reminded of and/or made aware of the policy. Persons Responsible: Cassandra Guevara, Senior Buyer, Noe Hernandez, Purchasing Director Timetable for Completion: August 31, 2014	Verification of Implementation In Progress
	Purchasing department staff who issue and receive returned University Credit Cards, and log card use, should be trained on the policy, including examples so as to increase understanding of when documents and receipts are compliant. Only trained staff should be allowed to issue cards, receive cards, or log card use.	Purchasing staff has been re-trained to look for completeness of receipts, requisitions, and related documents. In addition, if a receipt is determined to be noncompliant, the card user will be required to return a compliant receipt and will not be allowed to use the card until this is done. Persons Responsible: Cassandra Guevara, Senior Buyer, Noe Hernandez, Purchasing Director	Verification of Implementation In Progress This was first reported to the auditor as "Implemented" as of February 2014 and so reported to the Board at that time that Verification was in progress. Follow up testing

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		Timetable for Completion: August 31, 2014	<p>did not provide evidence of implementation, so the item was returned to an "In Progress" status for the next Board meeting with an Auditor's note attached to explain.</p> <p>The item has now again been reported as "implemented" as of August 2014 and verification of that second attempt at implementation is still in progress.</p>
	University Credit Card requestors/users and requesting account managers should receive training as to the requirements of the University Card policies prior to use of the University card.	<p>Card users are being trained/informed about the policy before issuance of card. In addition, the card requestors are signing the user's guide and policy to certify that they have read all policies and are aware of their responsibilities. Violations of these requirements will result in the forfeiture of card privileges and may result in personal financial responsibility on the part of the violator.</p> <p>Persons Responsible: Cassandra Guevara, Senior Buyer, Noe Hernandez, Purchasing Director Timetable for Completion: August 31, 2014</p>	<p>Verification of Implementation In Progress</p> <p>This was first reported to the auditor as "Implemented" as of February 2014 and so reported to the Board at that time that Verification was in progress. Follow up testing did not provide evidence of implementation, so the item was returned to an "In Progress" status for the next Board meeting with an Auditor's note attached to explain.</p> <p>The item has now again been reported as "implemented" as of August 2014 and verification of that second attempt at implementation is still in progress.</p>
	Oversight of the University card processes should be increased to include a monthly (at minimum)	Monthly reconciliation between the receipts, requisitions and statements is currently performed by Purchasing	Verification of Implementation In Progress

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	management review of the log. Additionally, the credit card statement should be reconciled monthly to the log to assure no unauthorized transactions have occurred.	Staff. The monthly statement is currently being matched to all the requests before file is being sent to accounting for payment. All transactions have to have backup documentation (i.e. requests forms, itemized receipts, and completed user's guide). The transaction log will be added as part of this reconciliation to increase oversight. The Director of Purchasing will conduct a monthly review of all the reconciliations performed to ensure compliance with this requirement. Persons Responsible: Cassandra Guevara, Senior Buyer, Noe Hernandez, Purchasing Director Timetable for Completion: August 31, 2014	
	Purchasing policy should be revised to address special circumstances, and when additional scrutiny and/or approval should be required as regards compliance with University Credit Card restrictions.	A practice has been implemented to get signatures on all Credit Card Receipts by the account manager. The Purchasing policy has been updated with this requirement similarly to the travel receipts requirement. The policy has been approved on September 30, 2014. Person Responsible: Noe Hernandez, Purchasing Director Timetable for Completion: September 30, 2014	Verification of Implementation In Progress
	The Travel Regulations should be revised to incorporate additional guidance and governance over the Travel Card program. Key controls over card issuance, physical custody of the cards, any required forms, etc., should be well defined in the policy.	The travel regulations have been revised to include more explicit detail of controls as outlined in the audit report. This policy was submitted to the Executive Cabinet and approved on September 30, 2014. Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: September 30, 2014	Verification of Implementation In Progress
	The Travel Card use agreement is a key control in the Travel Card program and the requirement for each cardholder to sign one, and the timing of such, should be included in the Travel Regulations.	Management agrees with this recommendation and the practice has been to require the agreement. This requirement is incorporated into the Travel Regulations as a formal requirement. This policy was submitted to the Executive Cabinet and approved on September 30, 2014. Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: September 30, 2014	Verification of Implementation In Progress
	All uses of the Travel Card should have documented supervisory approval. If travel vouchers are not required for each use, then some other form of	The policy has been revised so that non-travel expenditures are not allowed uses of the travel card. If other arrangements for the non-travel expenditures	Verification of Implementation In Progress

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	documented approval should be required by policy.	cannot be made, exceptions to the policy will require advance written supervisory approval. This policy was submitted to the Executive Cabinet and approved on September 30, 2014. Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: September 30, 2014	
	Guidance should be provided in the policy to define what is an allowable and what is an unallowable use of the travel card, as well as what documentation should be submitted to substantiate the items purchased. Accounting Services staff should examine receipts for authenticity and question receipts that appear suspicious.	The policy has been revised to clearly define allowable and unallowable uses of the travel card. This policy was submitted to the Executive Cabinet and approved on September 30, 2014. The Accounting Services staff has been retrained in reviewing receipts and documentation for authenticity and question any receipts which appear suspicious. Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: September 30, 2014	Verification of Implementation In Progress
	In addition to requiring the receipts, the travel policy should be revised to also state what the processes will be, and any potential repercussions, in situations when receipts are missing or insufficient.	The travel policy has been revised to include the process for proper documentation as well as consequences for noncompliance. One form of consequence for noncompliance to be included will be that expenses without receipts will not be paid without approval from an Executive Cabinet member. If this approval is not received then the cardholder will be held responsible for the expense and further card privileges suspended. This policy was submitted to the Executive Cabinet and approved on September 30, 2014. Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: September 30, 2014	Verification of Implementation In Progress
	The Travel Regulations available on the SRSU website should be consistent and should be the approved version. Travel vouchers should not be accepted by Accounting Services without the appropriate supervisory approval.	The information provided on the SRSU website on the Accounting Services web page and the Administrative Policy Manual (APM) were updated to both reflect the most current approved Travel Regulations. This policy was approved by the Executive Cabinet on September 30, 2014. In addition, travel staff has been retrained to ensure understanding of and compliance with this requirement. The website and APM are consistent.	Verification of Implementation In Progress

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		<p>Person Responsible: Lisa George, Director of Accounting Services</p> <p>Timetable for Completion: September 30, 2014</p>	
	Travel vouchers should not be accepted by Accounting Services without all receipts either signed or initialed by the traveler.	<p>Accounting Services department staff has been retrained not to process travel vouchers without signed receipts. As noted above, the travel policy has been revised to include the process for proper documentation as well as consequences for noncompliance. One of these consequences added to the policy is that expenses without signed receipts will not be paid without approval from an Executive Cabinet member. If this approval is not received then the cardholder will be held responsible for the expense and further card privileges suspended. This policy was submitted to the Executive Cabinet and approved on September 30, 2014.</p> <p>Persons Responsible: Lisa George, Director of Accounting Services, Corina Ramirez, Accounts Payable Supervisor, Irma Ramirez, Accounting Assistant.</p> <p>Timetable for Completion: September 30, 2014</p>	Verification of Implementation In Progress
	Accounting Services staff should be trained on current policy, empowered to enforce policy, and held accountable for detecting noncompliance. As previously recommended, Accounting Services should not accept travel vouchers that are not compliant with policy.	<p>Accounting Services staff and travel accountant have been retrained to not accept travel vouchers that are not compliant with policy and to enforce allowed penalties upon violators.</p> <p>Persons Responsible: Lisa George, Director of Accounting Services, Corina Ramirez, Accounts Payable Supervisor, Irma Ramirez, Accounting Assistant. Timetable for Completion: August 31, 2014</p>	Verification of Implementation In Progress
	Developing formal cardholder training materials and training each cardholder would assure consistent and effective communication of expectations. Training materials should be updated and cardholders retrained whenever there are changes to the processes or policy.	<p>Training sessions will be held for all users of university travel cards. In addition, a written helpful hints document will be provided to each user for future reference. Will be included in the training.</p> <p>A new travel training workshop is to be determined.</p> <p>Person Responsible: Oscar Jimenez, Corina Ramirez, Accounts Payable Supervisor,</p> <p>Timetable for Completion: March 15, 2015</p>	In Progress

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	The penalties as delineated in the Purchasing policy and the Travel Regulations for noncompliance, misuse, abuse, etc., of the credit cards and the credit card programs should be enforced as written in policy.	Penalties will be enforced as noted in the policy for all programs as written in the policy approved by the Executive Cabinet on September 30, 2014. Campus notifications will remind all staff of this. Persons Responsible: Lisa George, Director of Accounting Services, Noe Hernandez, Purchasing Director Timetable for Completion: September 30, 2014	Verification of Implementation In Progress
Management Advisory Letter, GEAR UP Grant, June 2013	Employment applications for applicants who are selected for hire should be reviewed, processed and maintained by Human Resources before the applicants are hired.	Human Resources currently does receive, review, process and maintain applications for regular full-time staff and faculty before hire. In addition, HR will begin requiring applications for regular part-time and temporary staff and faculty be submitted through applicant tracking software. To accomplish this SRSU has contracted with People Admin. Implementation is scheduled to begin in Fall 2014 and be completed in the Spring of 2015. Person Responsible: Judy Perry, Director of Human Resources and Gail Collier, Assistant Director of Human Resources Timetable for Completion: March 31, 2015	In Progress
	While ethics training is provided biannually for all staff, the Purchasing policy should also reference the ethics policy. The Purchasing Department should regularly remind requisitioning departments and Purchasing Card cardholders that gifts may not be accepted. The Purchasing department staff and Accounting Services staff should review supporting documentation for indications of gifts being given by the vendors. Vendors known to be giving such gifts should be contacted and informed of SRSU policy.	To control the purchase order process, we have added a text note to our Purchase Orders reminding all vendors of this prohibition. In addition, we will continue to notify all vendors about our gift policies. All Purchasing staff have been re-trained on reviewing supporting documentation for indications of gifts by vendors. All employees receiving such gifts will be reminded of the prohibition against such actions. The Purchasing Policy has been revised to reference the ethics policy and also remind all employees of the prohibition against accepting gifts from vendors. The policy has been approved on September 30, 2014. A note has been added to all purchase orders as a reminder to vendors of our gift policy. Policy revision is pending. Person Responsible: Noe Hernandez, Purchasing Director Timetable for Completion: September 30, 2014	Verification of Implementation In Progress This was first reported to the auditor as "Implemented" as of April 2014 and so reported to the Board at that time that Verification was in progress. Follow up testing did not provide evidence of implementation, so the item was returned to an "In Progress" status for the next Board meeting with an Auditor's note attached to explain. The item has now again been reported as

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			"implemented" as of September 2014 and verification of that second attempt at implementation is still in progress.
	Grant Project Directors should assure advance approval for expenditures is obtained appropriate to the respective grant. The Director should certify on the Purchase Requisition (to also be printed on the Purchase Order) that the expenditure received the appropriate approval.	We will require grant directors to include or provide written approval from the grant coordinator at the Department of Education and include a certification on the requisition and subsequently printed on the purchase order that indicates approval was received and on Purchasing Card logs when appropriate. Person Responsible: Denise Groves, Vice President for Enrollment Management Timetable for Completion: September 1, 2014	Verification of Implementation In Progress
	Department managers should submit a financial analysis monthly to their immediate supervisors. The financial analysis should include explanations of large or unusual Maintenance and Operations (M&O) expenditures. This additional oversight will assist in detecting misspent funds and will also increase the accountability of the department managers.	We will develop a policy which will require explanations of large or unusual purchases made with M&O funds. This explanation will have to be submitted to and approved by the account manager's supervisor. Since we use semester budgeting for M&O, it will be easier to identify these unusual circumstances. An account manager guidelines policy is under development. This requirement will be included in that policy. Banner reports which may help with this process will be made available for managers. The Account Manager policy was developed and approved by the Executive Council on November 4, 2014. It was then submitted to General Counsel for review and we are awaiting feedback. Person Responsible: Cesario Valenzuela, Vice President for Finance and Operations Timetable for Completion: October 31, 2014	Verification of Implementation In Progress
McNair Grant, September 2013	Measures should be taken to remedy the grant for violations of regulations governing when grant funds may be expended (34 CFR 75.263 - Expanded Authorities). A review process should be implemented to assist the Grants Accountant and to assure compliance.	Management agrees with the recommendation to remedy the grant for the aforementioned violations. The Grants Accountant has refunded the Department of Education thus violations have been remediated. The Director of Accounting Services will supervise work of the Grants Accountant. Supervision shall include periodic review and approval of journal entries and reconciliations	Verification of Implementation In Progress

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		<p>for the purpose of assuring compliance. Director of Accounting will further supervise Grants Accountant to include ongoing communication regarding grants and federal regulations affecting grants.</p> <p>The review process has been established and include review and approval of Journal Entries, ongoing communication on issues and decisions regarding grants, dual development of indirect cost reconciliations, and review of reconciliations when completed.</p> <p>Person Responsible: Lisa George, Director of Accounting Services; John Young, Grant Accountant Timetable for Completion: October 7, 2014</p>	
	A reconciliation process should be developed and implemented to assure that the appropriate amount of indirect cost is recorded. This reconciliation should be included in the management review process. Additionally, Accounting Services leadership should be informed when indirect cost charging is discontinued and/or resumed, with documented acknowledgment by leadership. Actions should be taken to remedy the grant for the \$2,088 incorrectly charged for indirect costs.	<p>The Grants have been remedied for incorrect charges. Grants Accountant will create an Indirect Cost Recovery Summary that reconciles Calculated Indirect Cost Recovery with Actual Indirect Cost Recovery. This report and any reconciling differences will be reviewed and approved by the Director of Accounting Services on a quarterly basis. The Grants Accountant will request reviews with the Project Director to identify participant expenses to ensure correct allocation of indirect costs. The Grants Accountant will communicate to the Director of Accounting Services and the Vice President for Finance and Operations any issues and unusual circumstances.</p> <p>Person Responsible: Oscar Jimenez, Senior Manager, John Young, Grants Accountant, Mary Bennett, McNair Grant Director Timetable for Completion: September 30, 2014 to remedy the grant. March 1, 2015 to create Indirect Cost Recovery Summary Report.</p>	In Progress
Joint Admission Medical Program Council (JAMP) Grant, October 2013	JAMP management and staff should review SRSU policy regarding time and effort documentation and develop systems to maintain the required level of documentation. Compliance with policy should be monitored by the JAMP Faculty Director.	JAMP Faculty Director authorized hours to be worked under the grant by non-exempt employee using a Temporary Employment Form for fiscal year 2014. The non-exempt employee has been submitting separate timesheets for grant hours worked on a monthly basis as the work is performed. The timesheets have been approved by the JAMP Faculty Director. The process appears to be in compliance and working successfully.	Verification of Implementation In Progress

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		Person Responsible: Dr. Chris Ritzi, JAMP Faculty Director Timetable for Completion: August 31, 2014	
Banner Security, December 2013	Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139). There were twenty-two audit recommendations resulting from this audit. Seven recommendations have been implemented, seven of the recommendations are implemented, and 5 recommendation's implementation is pending verification.		
Public Funds Investment Act Audit (PFIA), December 2013	The SRSU Investment Officer should ensure investment reports and procedures fully comply with requirements articulated by the PFIA, the SAO, Rider 5, and the TSUS Investment Policy – Operating Funds.	Finance staff will create a formal checklist of all required investment reporting to specifically identify PFIA, SAO, and Rider 5 quarterly and annual investment report requirements. This checklist has been created and is being utilized. In addition, the TSUS Vice Chancellor for Finance has compiled a checklist of off policies and regulations to be used by components which will assist in ensuring compliance with all required investment reporting. Person Responsible: Cesario Valenzuela, Vice President for Finance and Operations (VPFO) and Investment Officer, and Tammy Jamison, Administrative Assistant to the VPFO Timetable for Completion: October 15, 2014	Verification of Implementation In Progress This was first reported to the auditor as "Implemented" as of June 2014, and so reported to the Board at that time that Verification was in progress. Follow up testing did not provide evidence of implementation, so the item was returned to an "In Progress" status for the next Board meeting with an Auditor's note attached to explain. The item has now again been reported as "implemented" as of August 2014 and verification of that second attempt at implementation is still in progress.
Student Financial Aid,	To ensure that work activities are performed in accordance with management objectives and applicable laws and	SRSU Financial Aid's Policies and Procedures will be updated and revised to reflect current actual processes and	In Progress

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April 2014	regulations and to facilitate more seamless transitions in the event of employee turnover, the Student Financial Aid Policies and Procedures should be updated and then reviewed periodically according to an established review schedule. Review and approvals should be documented. All campuses should have access (written or electronic) to the most recent version.	<p>policy in accordance with Federal, State, and Institutional regulations. Revisions will be presented to Denise Groves, Vice President for Enrollment Management and final approval will be made by the Executive Cabinet.</p> <p>Financial Aid Staff will use the National Association of Student Financial Aid Administrators' (NAASFAA) Policy and Procedures Tool-Kit to create an outline of all areas that need to be included in the new Policies and Procedures Manual. Each staff member will be assigned a section to work on until all areas are covered. We believe most can be completed this fall with final completion by summer 2015.</p> <p>A new Policy handbook is almost complete. A few additions still need to be added to the Policy section. The Procedures section of the handbook has not been completed. The process is ongoing.</p> <p>Person Responsible: Michael Corbett, Director of Financial Aid Timetable for Completion: Financial Aid Staff will begin revising the current Policies and Procedure Manual section by section with the goal of final completion by July 1, 2015.</p>	
	Even if initial communications are verbal, any new processes or process changes should be documented at least in an email that can be distributed to all locations, including Alpine. Communications should be standardized among locations. A schedule should be set for the Director to spend time at each Rio Grande College location to conduct administrative and supervisory reviews and ensure staff is receiving correct communications and functioning appropriately.	<p>Financial Aid staff will be informed of any new processes or changes through both written email notifications and staff meetings. Staff members will continue to have opportunity to attend regional and state training conferences. The Financial Aid Director will travel to RGC campuses on at least a quarterly basis to conduct training, review procedures and monitor staff progress.</p> <p>Financial Aid staff is receiving instruction by both verbal and email notification. The Director has traveled to the RGC sites to monitor staff there and review progress of the new Counselors. He plans to visit again this fall and during upcoming spring 2015 semester.</p> <p>Future RGC training is being planned for February at that campus and staff will also attend Regional Training in spring.</p>	In Progress

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		<p>Person Responsible: Michael Corbett, Director of Financial Aid Timetable for Completion: April 1, 2015</p>	
	<p>A workload analysis should be performed, including staff's input for process improvement and standardization. Efficiencies may be gained through use of tools developed by staff or obtained through benchmarking or other research. Cross-training and management participation during heavy student flow periods would also alleviate strain on staff.</p> <p>Initial and ongoing training programs, standardized for all staff, should be implemented. Processes should be documented in user-friendly formats, such as checklists. Feedback from staff should be encouraged, with action plans developed and communicated in written formats. Teamwork exercises are recommended so that staff develops a sense of team and support.</p>	<p>The University is investing in a Noel Levitz financial aid consultation designed to give valuable feedback regarding the institution's financial aid and scholarship goals, policies, procedures, strategies, and systems. The intent of this on-campus review is to identify the strengths and limitations that contribute to or inhibit effectiveness. These strengths and limitations could be structural (facilities), procedural, management-related, perceptions (internal and external), and customer service orientation. The evaluation is also intended to help establish priorities and set directions for improving the delivery of financial aid and scholarship services that meet students' needs and contribute directly to institutional enrollment goals.</p> <p>Person Responsible: Denise Groves, Vice President for Enrollment Management Timetable for Completion: April 8th & 9th is the scheduled consultation. At a May 5, 2014 meeting, responsibilities were assigned; prioritized, assigned to a staff member(s) and timetable for completion of recommended changes will be May 1, 2015.</p>	In Progress
	<p>A request for retroactive approval on the change in scope for the RGC Title V grant used to fund employee scholarships should be requested from the DOE.</p>	<p>We will again submit a change in scope request for the RGC Title V grant in order to address this issue. Upon further review and research by the Grants Accountant and following his discussion with the Director of Internal Audit (memo dated September 28, 2014), he has recommended that there is sufficient justification for funding these scholarships and for considering this finding implemented. This recommendation and related justification will be presented as a follow up to previous DOE communications again in an effort to bring this issue to a final resolution.</p> <p>Person Responsible: Cesario Valenzuela, Vice President for Finance and Operations. Timetable for Completion: February 15, 2015</p> <p><i>Auditor's Note: Discussions with the internal auditor did not result in any agreement as to appropriateness of the</i></p>	In Progress

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		<i>Grant Accountant's recommendation.</i>	
	The University should discontinue use of public funds to provide scholarships for employees unless the classes are "related to the duties or prospective duties of the administrator or employee" as authorized by Section 656.044 or "health fitness and education programs" as authorized by Section 664 . The application form used to request employee scholarships that will be funded with public funds should be modified to provide a space for an explanation evidencing how the planned course load will support/improve employee's job-related performance consistent with Texas Government Code Sections 656.044 and/or 664. This will ensure that the information is available for the approver's consideration/evaluation in determining whether to approve the application. Lastly, the University should ascertain available sources of funds that can be used to replenish the public funds used for scholarships inconsistent with provisions authorized under the cited Texas Government Code Sections.	<p>The Staff Development Policy was modified to include a requirement that the classes to be taken under the policy are related to the duties or prospective duties of the employee or to health fitness or related education. The application form used under this policy was modified to include an explanation space for ensuring compliance with the requirements mentioned herein. We have submitted a question to TSUS General Counsel and to the Vice Chancellor for Finance in an effort to identify which funds qualify as non public funds and thus could be used to replenish the public funds mentioned in this recommendation. These changes were developed, approved by the Executive Cabinet and communicated to the campus.</p> <p>The audit follow up revealed that additional changes to the form were needed. HR has updated the form again, the Executive Cabinet approved on September 30, 2014 and the changes were communicated to the campus.</p> <p>Person Responsible: Judy Perry, Director of Human Resources Timetable for Completion: October 1, 2014</p>	<p>Verification of Implementation In Progress</p> <p>This was first reported to the auditor as "Implemented" as of May 2014, and so reported to the Board at that time that Verification was in progress. Follow up testing did not provide evidence of implementation, so the item was returned to an "In Progress" status for the next Board meeting with an Auditor's note attached to explain.</p> <p>The item has now again been reported as "implemented" as of October 2014 and verification of that second attempt at implementation is still in progress.</p>
	The Staff Development Policy should be revised to provide for management review of the Form to assure that it is completed properly before being processed by the Cashier.	<p>The revision of the Staff Development Policy will also include a requirement that the employee's supervisor must review and approve the classes being taken under this program for compliance with the revised policy.</p> <p>The audit follow up revealed that additional changes to the form were needed. Human Resources has updated the form again, the Executive Cabinet approved on September 30, 2014 and the changes were communicated to the campus.</p> <p>Person Responsible: Judy Perry, Director of Human Resources Timetable for Completion: October 1, 2014</p>	<p>Verification of Implementation In Progress</p> <p>This was first reported to the auditor as "Implemented" as of May 2014, and so reported to the Board at that time that Verification was in progress. Follow up testing did not provide evidence of implementation, so the item was returned to an "In Progress" status for the next Board meeting with an Auditor's note attached to explain.</p>

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TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – FEBRUARY 2015 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH DECEMBER 2014

Audit Report	Recommendations	Management's Most Current Response	Status (*)
			The item has now again been reported as "implemented" as of October 2014 and verification of that second attempt at implementation is still in progress.
	A report should be developed to list all manual grade changes. The report should be reviewed periodically by someone who does not have that access.	<p>Access to the Banner grade maintenance form (SHATCKN) has been restricted to only those personnel in Records and Registration that have a legitimate need for it. An Argos report has been developed that lists all original and changed grades by term and student. The report also lists who made the manual change. The report will be run and reviewed mid-term for the prior semester by a staff member that does not have edit access to SHATCKN. Assigned staff will select five grade changes for semester and research Image Now and departmental files as necessary for proper documentation authorizing grade change. Reports will be exported from Argos into Excel files and saved on registrar's share drive in the folder titled Grade Change. Each file will have the naming convention Grade_Audit date performed mmddyy- auditor's initials.</p> <p>Implementation is delayed because the position to whom the function is assigned is currently vacant.</p> <p>Person Responsible: Pamela Pipes, Director of Records and Registration Timetable for Completion: End of term, Spring 2015 - approximately May 14, 2015 but not later than June 1, 2015. Exact time of completion is dependent on training of the staff member that will review the report.</p>	In Progress
	Review processes of cashier functions related to student refunds should be implemented to ensure that refunds are appropriately calculated and posted to students' accounts.	These processes have been reviewed to ensure refunds are appropriately calculated and posted to students' accounts. We are currently reviewing reporting that is available from the Banner system to agree with the amount of refunds on Banner FARCHKR report. We have tasked an Ellucian representative to assist us to determine what capabilities may be within the Banner system. Our internal	In Progress

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

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Audit Report	Recommendations	Management's Most Current Response	Status (*)
		<p>investigation found that there was not a process that is automated to give this information.</p> <p>Person Responsible: Oscar Jimenez, Senior Manager, Terrie Salas, Cashier Timetable for Completion: March 15, 2015</p>	
ACH and Wire Transfers, August 2014	<p>There are several types of ACH debits and wire transfers. Examples are wire transfers in and out of TexPool, payroll-related ACH debits (such as tax payments), credit card fees (initiated by credit card companies), and direct deposits to vendors, to employees, and to students. Each situation should be analyzed and respective plans implemented to assure that the required signatures and documentation are achieved.</p>	<p>Procedures will be developed, documented, and implemented to ensure that all required signatures and necessary documentation are maintained for each of these transactions.</p> <p>Procedures such as logs and approvals are implemented. Working on the documenting of the individual transactions.</p> <p>Person Responsible: Oscar Jimenez Timetable for Completion: March 15, 2015</p>	In Progress
	<p>Management should ensure that all policies and procedures for ACH and wire transfer administration and activities are formalized, current, detailed, specific and consistent to promote a seamless transition in the event of employee turnover / absence and to provide for controlled operations. The implemented plan should consider segregation of duties, and provide for supplemental controls when segregation of duties is not possible.</p>	<p>A policy and procedure to appropriately govern the administration and activities of ACH and Wire Transfers will be developed, documented, and implemented. Logs and approvals are already implemented. Working on policy development.</p> <p>Person Responsible: Oscar Jimenez Timetable for Completion: March 15, 2015</p>	In Progress
	<p>A log to track all ACH batch and wire transfer transactions should be created internally or provided by the depository institution and maintained to serve as a tool for reconciling against bank statements and accounting records. This log should be included in the above recommended SRSU policies and procedures.</p>	<p>This corrective action is currently in place. Each transaction for ACH transfers and wire transfers is logged including date, dollar amount, initiator of transaction, and purpose. We will include in this log a dual signature to comply with the full recommendation. Vice President for Finance and Operations receives direct notification from the bank of wire transactions in and out.</p> <p>Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: August 15, 2014</p>	Verification of Implementation In Progress
	<p>In developing and documenting the SRSU policies and procedures, the workflow should be analyzed to assure that controls are in place to either prevent the opportunity for unauthorized transactions and, when prevention fails, that controls are in place to then detect an unauthorized transaction. Segregating certain duties, such as initiating a transaction and also recording the same transaction,</p>	<p>The workflow will be analyzed and adjusted as needed to ensure that proper controls are in place and functioning. Currently in place is added approval by the Director of Accounting Services of all journal entries including those made by the Senior Manager as a preventative control.</p> <p>Person Responsible: Oscar Jimenez, Senior Manager</p>	In Progress

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

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**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – FEBRUARY 2015 BOARD MEETING
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Audit Report	Recommendations	Management's Most Current Response	Status (*)
	serves as a preventive control. Also, escalation procedures should not be performed by any person who could have initiated the transaction being escalated.	Timetable for Completion: March 15, 2015	
	Access to Banner should be limited to only what is necessary for the employee's current position.	Action will be taken to complete this "clean up" and ensure that access to Banner is limited to only what is necessary for each employee's current position. Person Responsible: Oscar Jimenez, Senior Manager, and Tanya Romero, Budget /Banner Finance Coordinator Timetable for Completion: March 15, 2015	In Progress
	Signature cards should be updated to reflect current key personnel. Letters were sent to the RGC depositories September and October of 2013, instructing them to make specific changes to the signature cards. However, the requests were not processed and no follow up was performed. Additionally, a Board Resolution should be brought before the Board of Regents to authorize current and appropriate key personnel as authorized representative for TexPool transactions. A system should be implemented to prompt the timely replacement of signature cards when there is turnover in these key positions.	All signature cards are currently up to date and a process developed which ensures that changes are made as needed and on a timely basis. In addition, the Vice President for Finance and Operations will bring this issue to the attention of the TSUS Vice Chancellor for Finance for consideration of a system-wide resolution. In process of updating new signature cards with arrival of Dr. Kibler (SRSU President). Person Responsible: Lisa George, Director of Accounting Services and Cesario Valenzuela, Vice President for Finance and Operations Timetable for Completion: December 1, 2014	Verification of Implementation In Progress
	The agreements with all depository institutions should be amended to include ACH Debit filter and/or blocks. Processes and controls should be established to monitor daily for unauthorized ACH debits.	We will contact each depository partner institution and establish the necessary agreement/documentation to enable these debit filters. Additionally, West Texas National Bank has implemented security systems where only authorized users have electronic devices which provide random passwords to initiate transactions. Bank personnel personally contact either the Director of Accounting Services or Senior Manager to verify the validity. Person Responsible: Oscar Jimenez, Senior Manager and Cesario Valenzuela, Vice President for Finance and Operations Timetable for Completion: February 28, 2015	In Progress
Management Advisory Letter, Departmental Scholarships,	Guidelines and standard processes should be developed for scholarship administration including: <ul style="list-style-type: none">Documentation of scholarship objective(s) and	Management will create an administrative policy outlining the criteria provided to all departments on campus. Person Responsible: Denise Groves, Vice President for	In Progress

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

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Audit Report	Recommendations	Management's Most Current Response	Status (*)
August 2014	<p>formal criteria for recipient selection.</p> <ul style="list-style-type: none"> Standards for advertising, especially for competitive scholarships. Required documentation of person nominating and person approving selections, or committee (when applicable), with the minimum such participation defined. (Applicants for a scholarship should not be allowed to participate in the process.) Processes for Financial Aid to follow, defining additional approvals needed, for departments to override documented processes and criteria. Reference to the Texas State University System Code of Ethics to instruct staff as to compliance, especially regarding conflict of interest. Required approval of funding source by Accounting Services when setting up new scholarships. Standards for document retention. 	<p>Enrollment Management Timetable for Completion: March 15, 2015</p>	
	<p>The revisions to policy and processes in the previous recommendation (regarding development of guidelines and standard processes for scholarship administration) represent significant changes. The risks associated with this change should be assessed and managed so that the desired objectives are achieved. For example, there is a risk that all appropriate departmental personnel will not understand the policy changes. The potential impact is noncompliance which could result in objectives not being achieved. A possible action to manage this risk is required training of all departmental personnel before they are allowed to make further scholarship nominations.</p>	<p>The Office of Financial Aid will provide training of the policy outlined in the administrative policy being created in the previous recommendation as noted.</p> <p>Initial training has begun with the RGC Scholarship Committee and will continue with the Alpine Scholarship Committee. Instruction is being given on how to review applications and make selections in Academic Works software. Committee members are also counseled on ethics and University goals. Meetings will be set up starting later this month with Departmental Committees as they begin reviewing applications.</p> <p>Training will continue in early spring with Departmental Committees at both RGC campuses and Alpine. General Scholarship Committee members have received training on reviewing applications in the new software and have discussed the school's objectives in scholarship awarding.</p> <p>Person Responsible: Michael Corbett, Director of Financial Aid Timetable for Completion: March 1, 2015</p>	In Progress

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

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	Scholarship funds resulting from related endowments should not be comingled with other funds unless the same criteria for recipient selection is applied to the other funds. If management intends to apply less restrictive criteria to scholarships funded with other funds, the other funds should be accounted for separately.	A provision to apply consistent criteria to scholarship funds in the same account will be incorporated into the new written policy. Person Responsible: Denise Groves, Vice President for Enrollment Management and Cesario Valenzuela, Vice President for Finance & Operations Timetable for Completion: March 15, 2015	In Progress
	Utilization of scholarship funds should be aligned with the overall and specific strategic goals and objectives of SRSU and RGC. Such goals may include recruitment, retention, and/or growth in certain departments. The Scholarship Committee, as a part of its responsibilities, or some other party so designated by the Vice President for Enrollment Management, should assist the Executive Cabinet in developing a plan for use of scholarship funds, and then monitor the actual utilization to assure desired goals are achieved. If another party is designated to perform this function, the Policy should be revised to release the Scholarship Committee from this responsibility.	This strategic alignment can be achieved by incorporating scholarship objectives within the University Enrollment Management plan. It is my opinion that the Scholarship Committee does not develop strategic use of scholarship money as part of their charge. Rather, their charge is to determine as a group if applicants meet the qualifications of each of the scholarships for which they are designated as authority. Person Responsible: Denise Groves, Vice President for Enrollment Management Timetable for Completion: March 1, 2015	In Progress
	A process should be developed to detect the inappropriate application of major exemptions and discounts to student accounts. For the Hazlewood exemption, for example, an automated report could be generated periodically comparing the students receiving the discount to the students in the Financial Aid system who are eligible. Additionally, the student's account which was inappropriately credited for the Hazlewood exemption should be corrected, along with any other reports containing the erroneous information.	A request was submitted for a script to be written by OIT that will compare the exemption and waivers to the financial aid system as well as the student record since the accuracy of this data is also important in the Texas Higher Education Coordinating Board (THECB) reporting of the CBM004 (class enrollment report). These reports are typically called exception reports and can be run during the reporting periods by the Director of Records and Registration as she prepares the data for submission to the THECB. (A schedule of report submission can be found on the THECB website.) The Veteran Certification officer has to report Hazlewood twice a year on the THECB Hazlewood Database Report. It is reported in April for spring and November for summer and fall. This report includes students who received the waiver, how many credit hours it was for and the amount of the waiver. Collaboratively, the Director of Records and Registration with the Veteran Certification officer will create an Argos report which can identify certified Hazlewood students from Banner screen SGASTDN, the amounts of the waiver from Banner screen TSAAREV, and which students are flagged	In Progress

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		<p>on Banner screen SZASSTD as having received a waiver. This report can be run any time to check for errors, but most importantly before submission of the Hazlewood Database Report. This also gives ample time to correct errors with the student as well as with the State.</p> <p>Person Responsible: Pamela Pipes, Director of Records and Registration Timetable for Completion: June 1, 2015</p>	
TEXAS STATE UNIVERSITY			
The Texas Prompt Payment Act Audit, June 2009	Texas State management has determined that it is in the best interest of the University to operate a student bookstore. However, both the University Bookstore point-of-sale and the Alkek Library system require double entry to maintain receiving systems. Financial Services should jointly work with the Library and Bookstore to determine if there is a method of interfacing their independent systems with SAP to eliminate the double entry process.	<p>01/14/15 - In regards to the outcome provided on 10/03/2014, a team of library staff have reevaluated our current status, software systems, and operating procedures. Since the initiation of the project, the library has upgraded their ILS interface as well as implemented a document management system. The team reviewed our current practices to determine all the library and university requirements that are being met as well as issues that would arise from the automation. The team is meeting with the appropriate parties to address operational issues/concerns (University Library's Acquisitions Team), policies and procedures (University Procurement & Strategic Sourcing), and programmatic efforts (Technology Resources Core Systems).</p> <p>Persons Responsible: Lori Hughes, Administrative Librarian, Alkek Library, James Webb, Director of Accounting, and Joyce Muñoz, Competency Center Lead, FI Competency Center</p> <p>Timetable for Completion: September 2013 7/16/13 – Revised Timetable for Completion: December 2014 10/3/2014 - Revised Timetable for Completion: August 31, 2015.</p>	In Progress
Spill Prevention	EHSRM management must ensure that all oil handling	1/20/15 – Verified as implemented by the Office of Audits	Implemented

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controls and Counter-measures (SPCC) Plan, November 2013	employees are trained on the Plan on an annual basis. Furthermore, to help increase the awareness of the Plan, it should be added to a University UPPS.	and Analysis.	
TEXAS STATE UNIVERSITY SYSTEM – SYSTEM ADMINISTRATION			
There are no outstanding issues for System Administration.			

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

**Texas State University System
Planning and Construction**

*Bill Scott, Chair
Ron Mitchell
David Montagne*

Action Items

1. SHSU: Design Development Documents for Fred Pirkle Engineering Technology Center
2. SHSU: Design Development Documents for South Dining
3. TXST: Design Development Documents for STAR One Expansion
4. TSUS: Additions to Capital Improvements Program

Consent Items

5. TSUS: CONSENT: Planning and Construction Report
6. TSUS: CONSENT: Design Development Project Funding - Bond Proceeds
7. TSUS: CONSENT: Final Report - Jackson Field House (SRSU)
8. TSUS: CONSENT: Final Report Performing Arts Center Recital Hall and Theatre (TXST)
9. TSUS: CONSENT: Final Report Performing Arts Center South Chill Plant (TXST)
10. TSUS: CONSENT: Final Report Performing Arts Center Streets and Grounds (TXST)
11. TSUS: CONSENT: Final Report Performing Arts Center University Drive Parking Garage (TXST)

SHSU: Design Development Documents for Fred Pirkle Engineering Technology Center

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

The design development documents prepared by The Lawrence Group of Austin, Texas, for the Fred Pirkle Engineering Technology Center project at Sam Houston State University and the projected total project cost of \$22,000,000 be approved, to be funded by a \$10,000,000 gift and \$12,000,000 in Texas State University System Bonds.

Explanation

Campus Master Plan/CIP. This project is in the campus master plan update adopted by the Board of Regents in February 2013. The Fred Pirkle Engineering Technology Center project is on the TSUS CIP.

Background Information. This project originally known as the *Ag/Engineering Tech Building* was originally listed on the FY2014-1019 Capital Improvement Program adopted by the Board of Regents in May 2013. With funds generously provided by the late Fred Pirkle, the preliminary budget was \$20,000,000 and then was adjusted during programming to align with the necessary academic functions and associated utilities to \$22,000,000.

Project Site: This project will be located on the northeast corner of Bowers Boulevard and Sam Houston Avenue adjacent to the Chemistry & Forensics Sciences (CFS) building. The existing site has a fifteen (15) foot elevation grade change from the southwest corner near CFS towards the northeast corner. This extreme grade change contributed to designing a service level entry at level one on the south and the primary student entry at Level 2 from the north.

Scope of the Project. The scope of work for the 53,000 gross square foot facility will include a mix of agricultural science instructional labs and engineering technology specialty labs, as well as a large interdisciplinary multipurpose room, administrative offices, entry/commons lobby and distributed gathering/collaboration spaces. A number of exhibits from the works of Fred Pirkle showcasing the technologies will be featured throughout the facility. A separate area will be devoted to a highlighted Pirkle Honorific museum.

Construction Manager-at-Risk. The construction manager-at-risk for the Project is Whiting-Turner of Houston, Texas.

Project Justification. The new facility will support the academic growth in engineering technology and agricultural sciences. The recently renamed Department of Agricultural and Engineering Technology Sciences continues to set enrollment records. Interest in agriculture sciences, manufacturing, and technology such as robotics, is rapidly growing. These programs are currently housed in facilities which do not meet the demands and objectives for academic outcomes and research agendas.

Funding Source(s). The project will be funded from Texas State University System Bonds (\$12,000,000) and Gift funds (\$10,000,000).

Design Development Submittal Documents. The Design Development Submittal documents follow this Motion.

SHSU: Design Development Documents for Fred Pirkle Engineering Technology Center

Operating and Maintenance Cost

The completion of these improvements will result in a projected cost of approximately \$1.50 per square foot for maintenance and \$1.34 per square foot for power/utilities, for an annual total cost of \$79,500 and \$71,400 respectively.

Environmental Impact

Sam Houston State University anticipates no negative environmental impact as the result of this project.

Certification

The design documents submitted by the Architect/Engineer have been reviewed and found to be a complete and satisfactory Design Development (35% or more) design submittal. This certification is based on a review by the Component, and upon receipt by the System Office and/or the Component of a satisfactory statement from the Architect/Engineer of record for every discipline that to the best of their knowledge the design is complete, and all that remains to be provided are details required for the creation of construction documents and the preparation of such documents.

Total Project Budget

Construction Cost Limitation (CCL):	\$16,600,000
Any other items within the construction cost]:	construction contingency included
Total Estimated Construction Cost:	\$16,600,000
CM Pre-Construction Services	60,000
Architect /Engineer Fees:	1,525,800
Furnishings and Equipment:	1,852,377
Owner Contracted Services / Other Work:	included below
Owner Provided Services / Miscellaneous:	435,600
Project Contingency:	708,423
Project Management Administrative Fees:	600,000
Landscape Enhancement	included in CCL
Public Art	217,800
Estimated Total Project Cost (TPC):	\$22,000,000

This budget represents the University's best estimate of project costs at this stage of design, based upon third-party construction estimates reconciled between the Architect's Cost Estimating Consultant and the Construction Manager at Risk.

Information Regarding Soft Costs in Total Project Budget

Construction Cost Limitation (CCL) is the sum of all the amounts related to construction cost which include the cost of the construction work itself, the profit and overhead for the construction professional, the construction professional's administrative cost to support the project during the construction duration and the construction contingency which is the mutually agreed upon amount between the System and the construction professional for the risk to complete the project based on the completion and refinement of the construction drawings.

CM Pre-Construction Services is the amount contractually agreed upon to compensate the Construction Manager-at-Risk for services rendered during the pre-construction phase of the Project.

Owner's Construction Contingency is the budgeted amount available to the Owner to assist in any subsequent capital costs that may arise after the project is bid. This amount represents 2% of the CCL.

Architect/Engineer Fees are the contracted amounts due the Project Architect/Engineer for its services on the Project.

Furnishings and Equipment represents the projected cost of furniture, fixtures and equipment to be incorporated into the Project. Included in this project are basic furniture, permanent fixtures, technology, audio/visual items, programmatic academic/lab equipment and exterior furnishings.

Owner Contracted Services / Other Work includes construction materials testing, surveys and geotechnical services.

Project Contingency is for the operational aspects of the project, including professional services amendments, project expenses incurred by users and others, additional fees and other miscellaneous costs.

Project Management Administrative Fees is the amount projected to be charged to the Project by the Component to offset personnel and overhead costs in connection with managing the Project.

Landscape Enhancement is the 1% amount of the total project cost, when required by TSUS Rules and Regulations, for the enhancement of exterior landscape, hardscape, and waterscape features. This cost is included in the CCL.

Public Art is the 1% of the total project cost when required by TSUS Rules and Regulations, for acquisition of works of public art.

Design Development Submittal

Sam Houston State University
Member of the Texas State University System

Fred Pirkle Engineering Technology Center



January 26, 2015



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The Texas State University System Board of Regents

Dr. Jaime R. Garza, Chairman

San Antonio

Rossanna Salazar, Vice Chairman

Austin

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Alpine

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Austin

Peter Graves, Vice Chancellor for Contract Administration

Austin

Rob Roy Parnell, Associate Vice Chancellor for Facilities

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Dean and Professor, College of Sciences

Stanley Kelley

Professor and Chair, Department of Agricultural Sciences and Engineering Technology

Douglas J. Greening

Associate Vice President, Facilities Management

Denise Neu

Director, Facilities Planning and Construction

Project Design Team

ARCHITECT LAWRENCE GROUP ARCHITECTS - AUSTIN

I. Earl Swisher, AIA
Principal

John Puhr, NCARB
Project Architect

Julie Steffens, NCIDQ
Interior Designer - FF&E

CONSTRUCTION MANAGER AT RISK WHITING TURNER

Michael Browning
Regional Manager

Ray Layo
Project Manager

ASSOCIATE ARCHITECT BSA LIFESTRUCTURES

Jake Snyder
Project Manager

Chelsea Carpenter
Project Architect

Jim Hill
Lab Specialist Architect

MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEERS JOSE I. GUERRA, INC.

Shawn Allen, PE, LEED AP, CEM
Principal/Mechanical Engineer

Colby Brock
Electrical Engineer

Brandon Reyes
Plumbing Engineer

MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEERS - LAB SPECIALTY BSA LIFESTRUCTURES

Jake Snyder
Project Engineer

Project Design Team

STRUCTURAL ENGINEER STRUCTURES + HAYNES WHALEY

Dante Angelini, P.E.
Principal

James Miller, P.E., LEED AP
Project Manager

CIVIL ENGINEER WALTER P. MOORE

SR Pinnapureddy, PE
Principal

Al Hajka
Senior Associate

LANDSCAPE ARCHITECT TBG, INC.

Drew Mengwasser, ASLA LEED AP
Principal

INFORMATION TECHNOLOGY / AUDIO-VISUAL / DATA / SECURITY DATACOM DESIGN

John Rob Hicks, RCDD
Principal

Sean Doyle RCDD, PSP
Associate Principal

Dan Walker
Audio Visual Design Consultant

ACOUSTICS JE ACOUSTICS

Jack B. Evans, PE
Principal

COST ESTIMATION HALFORD BUSBY, LLC

Bill McCauley
Vice President

Acknowledgement

The Lawrence Group Team would like to express our appreciation to the Texas State University System Board of Regents for the opportunity to assist the University in the Design and Construction of the new Fred Pirkle Engineering Technology Center.

We would also like to thank the administrators, faculty, and staff who continue to provide critical support during the planning and design phases of the project.

A handwritten signature in black ink, reading "I. EARL SWISHER". The signature is stylized with a large, bold "I" and a long, sweeping underline that extends to the right.

I. Earl Swisher, AIA
Principal - Lawrence Group Architects

Contact Information

LAWRENCE GROUP ARCHITECTS

I. Earl Swisher, AIA

Principal

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Project Overview

PROJECT SUMMARY

The new Fred Pirkle Engineering Technology Center in Huntsville will become a campus resource for Sam Houston State University starting in Fall 2016. The 53,500 square foot facility will house laboratories, classrooms, and administrative offices for the Agricultural and Industrial Sciences Department in a new four-story building located at the corner of Bowers Boulevard and Sam Houston Avenue, serving as a gateway to the campus.

The new facility, designed by Lawrence Group Architects and their consultants, will include an Innovation Lab and ancillary functions to support the Engineering Technology Program, Animal Science and Research Labs, and a full floor of administrative offices including a new office suite for the departmental chairs.

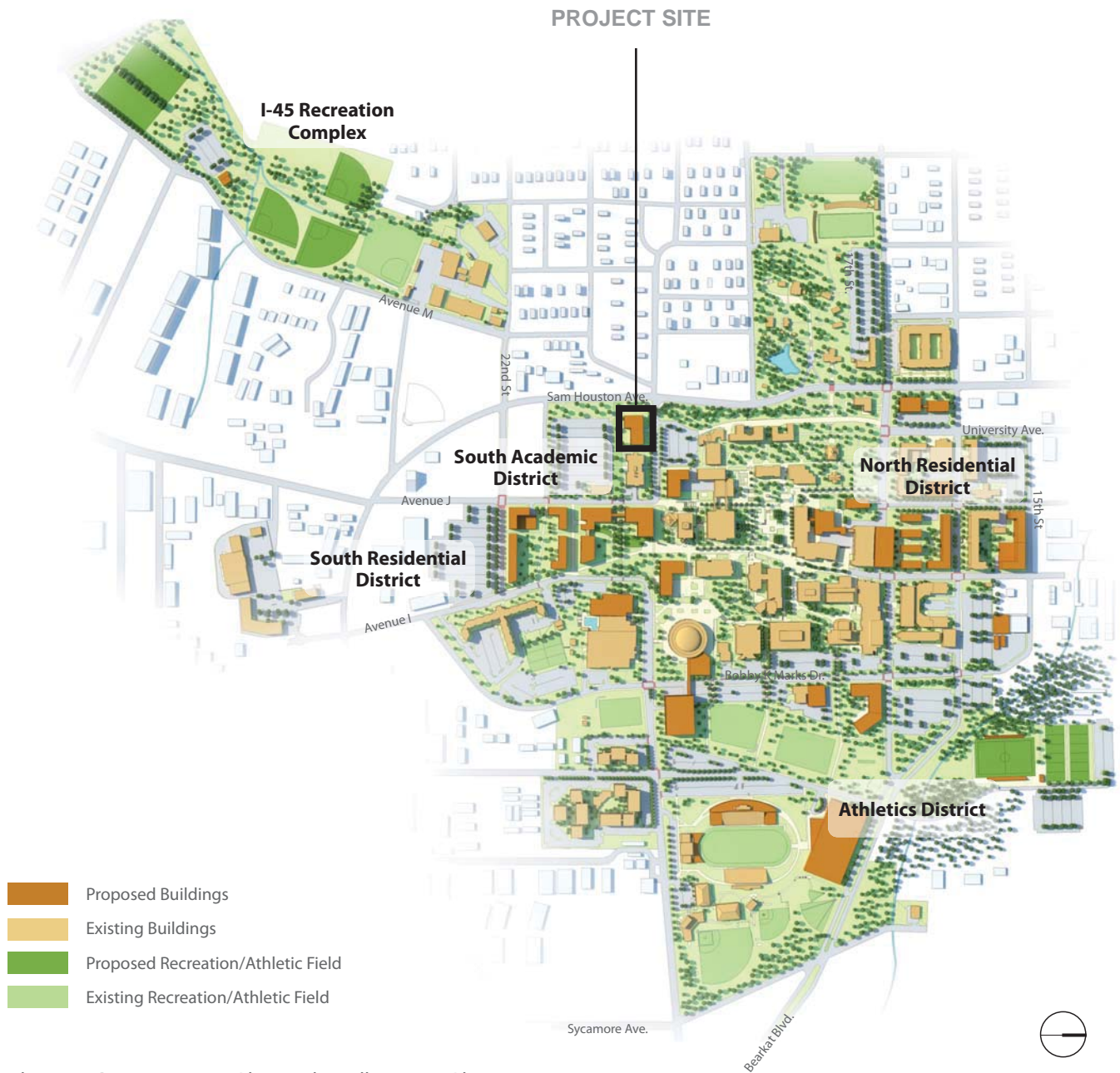
TAB 1

CAMPUS MAP

SITE / LANDSCAPE PLAN

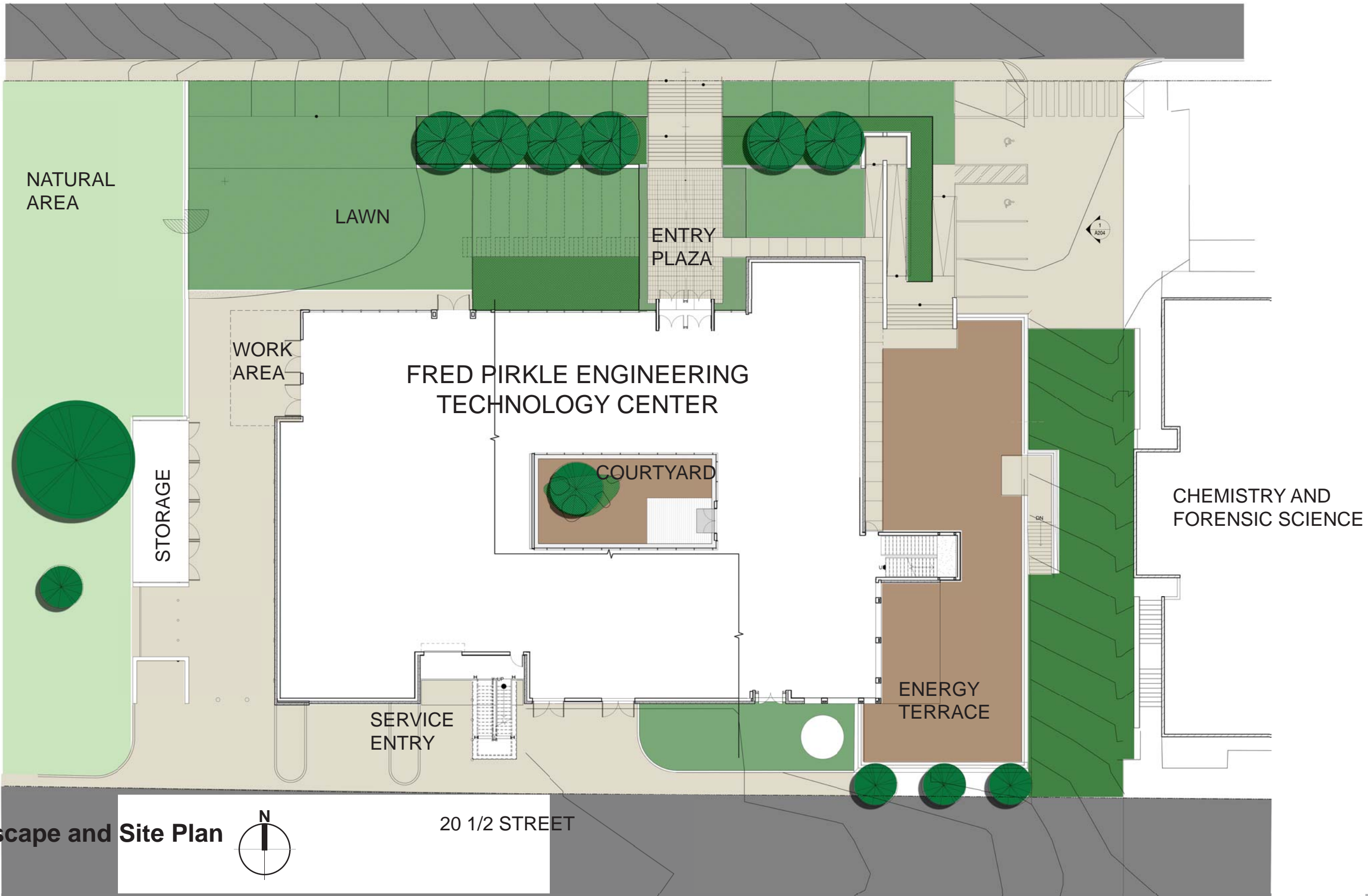
BUILDING ELEVATIONS

EXTERIOR RENDERINGS



The 2012 Campus Master Plan Update, Illustrative Plan

BOWERS BOULEVARD



NATURAL
AREA

LAWN

ENTRY
PLAZA

WORK
AREA

FRED PIRKLE ENGINEERING
TECHNOLOGY CENTER

COURTYARD

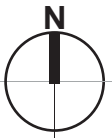
STORAGE

SERVICE
ENTRY

ENERGY
TERRACE

CHEMISTRY AND
FORENSIC SCIENCE

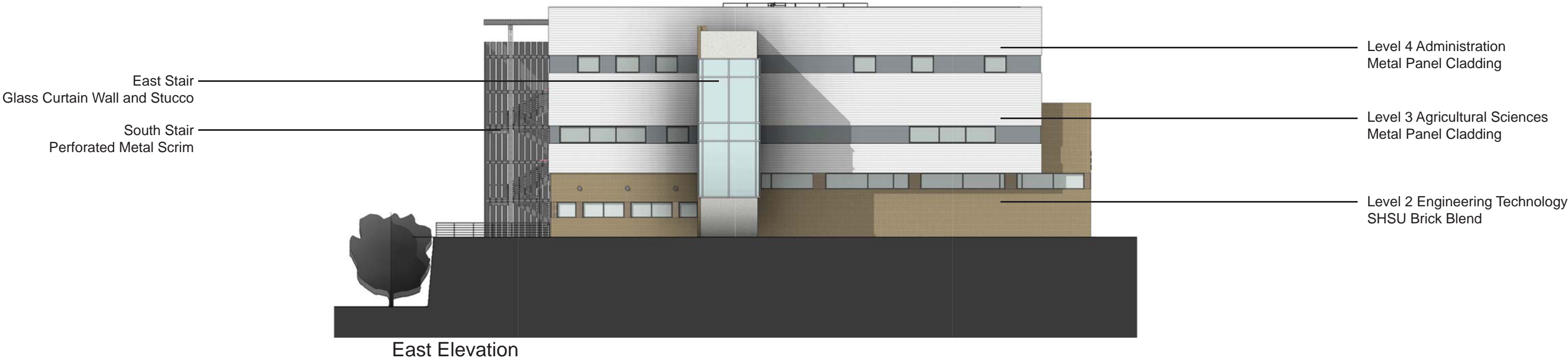
Landscape and Site Plan



20 1/2 STREET



Building Elevations



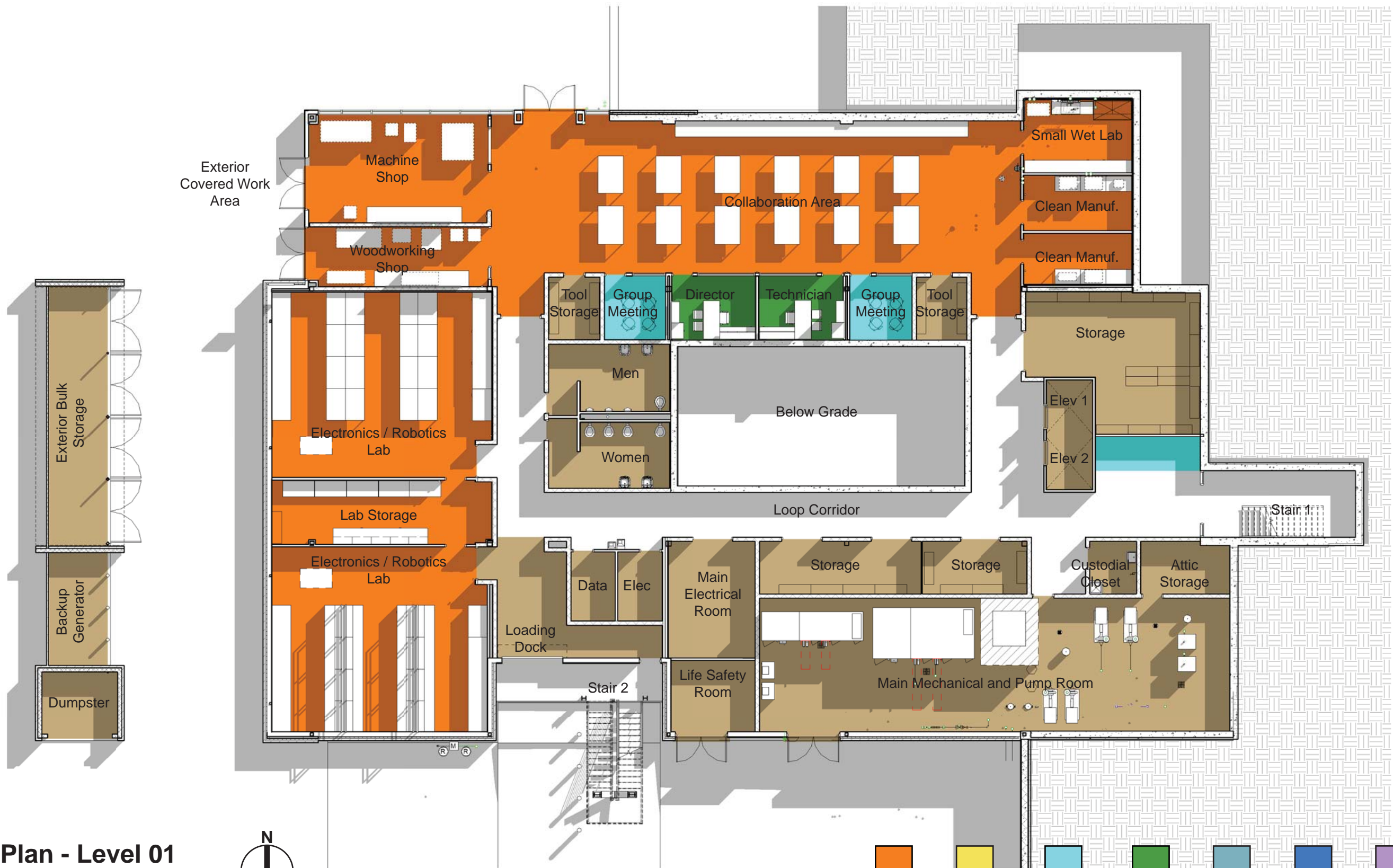
Building Elevations

520



Exterior View

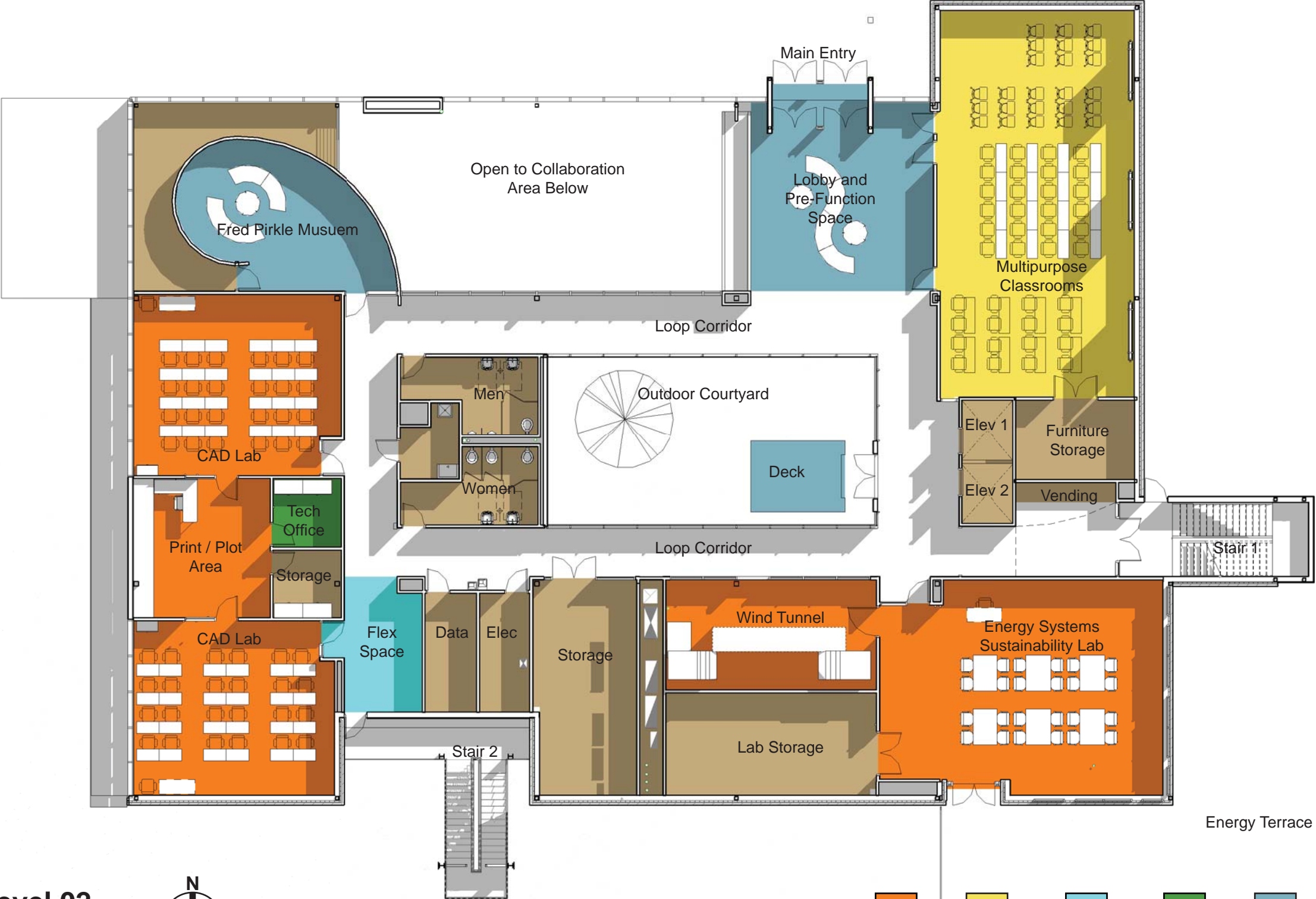
ARCHITECTURAL FLOOR PLANS



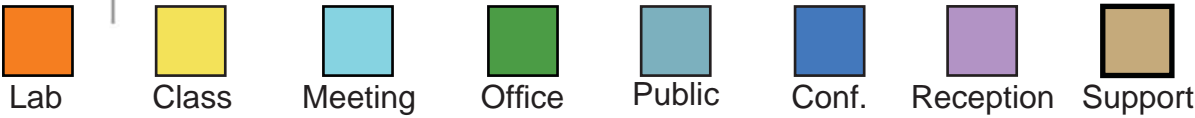
Floor Plan - Level 01



- Lab
- Class
- Meeting
- Office
- Public
- Conf.
- Reception
- Support



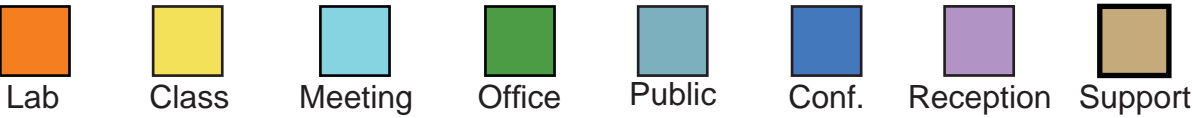
Floor Plan - Level 02



523

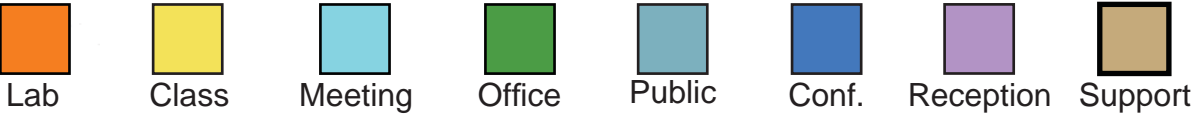


Floor Plan - Level 03



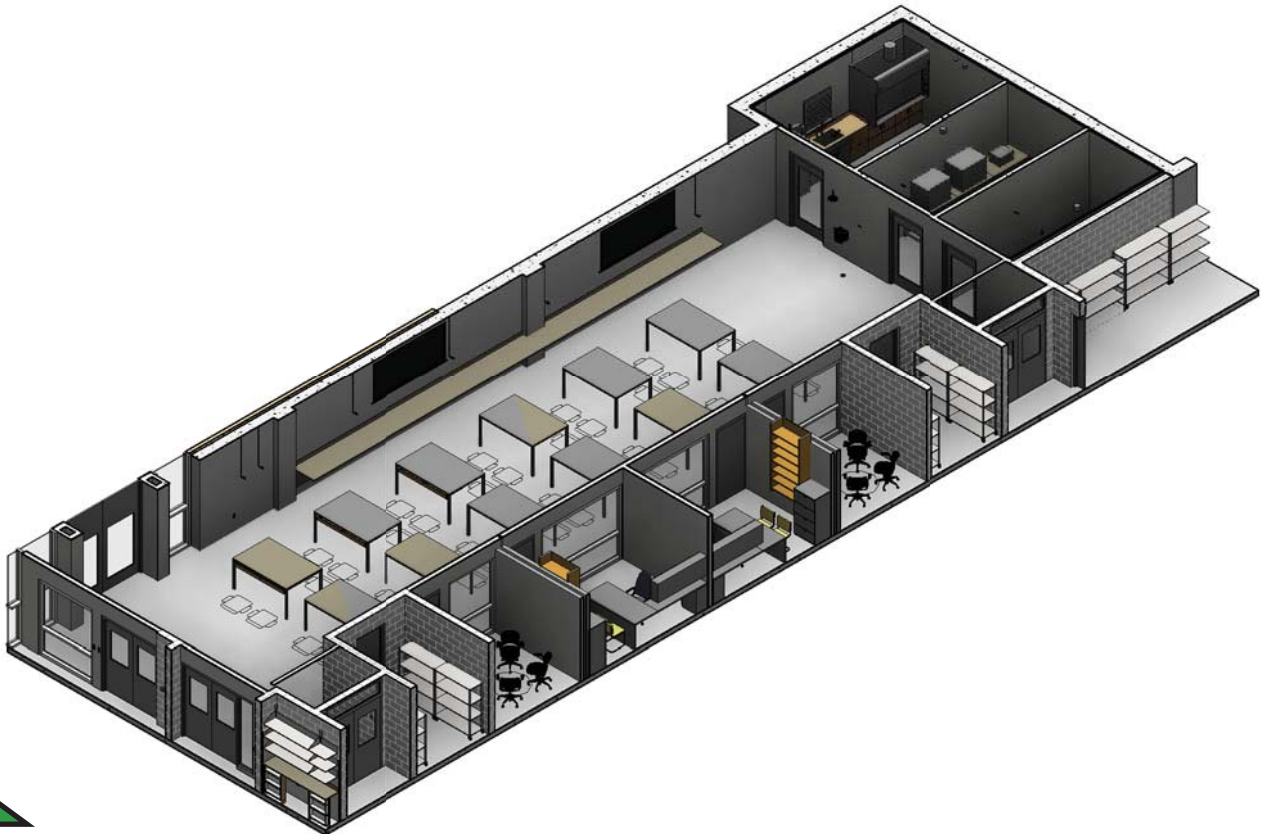


Floor Plan - Level 04



ENLARGED FLOOR PLANS

INTERIOR RENDERINGS

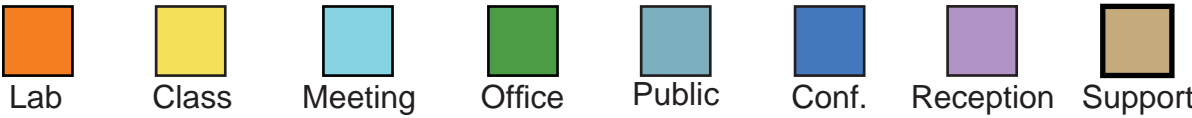
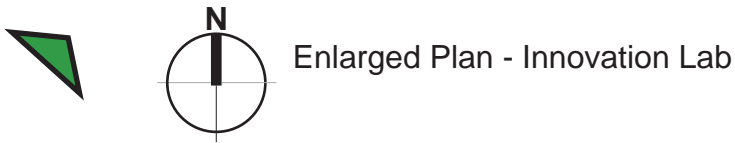
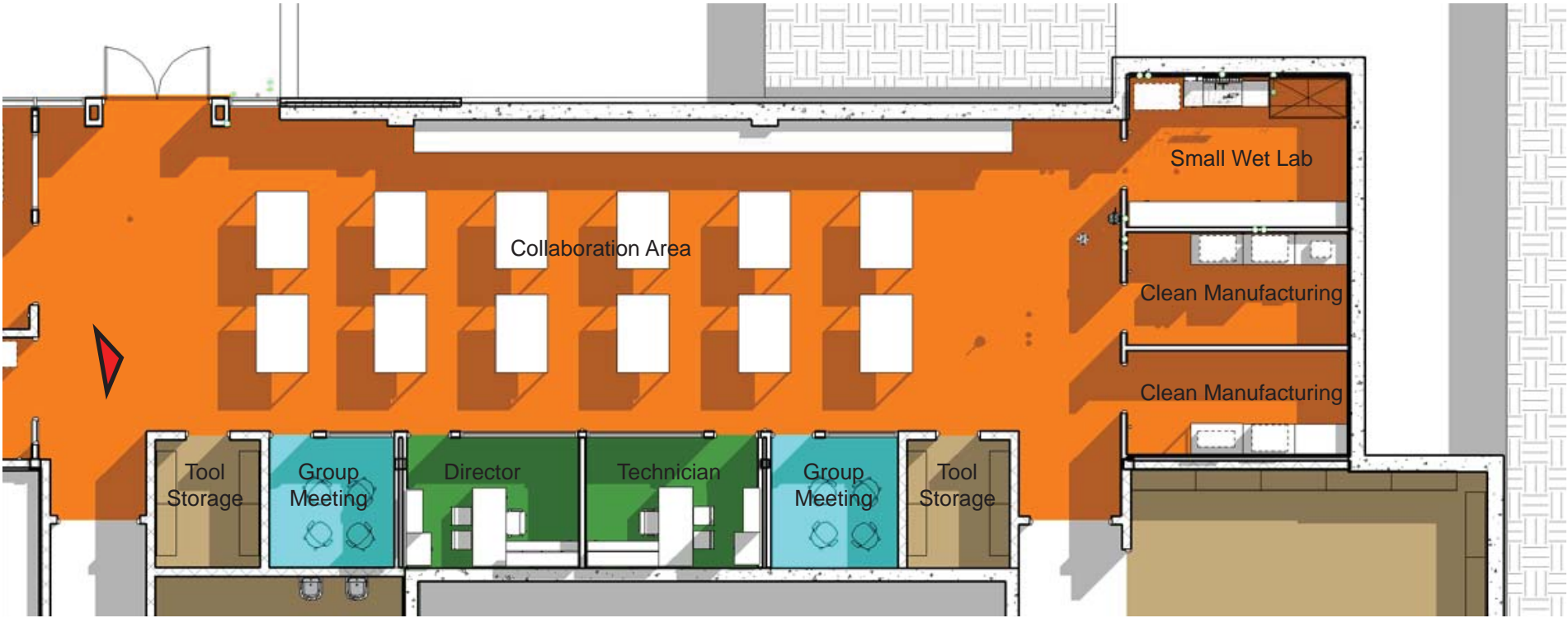


Axonometric View at Innovation Lab



Rendering at Innovation Lab


Level 1 Innovation Lab



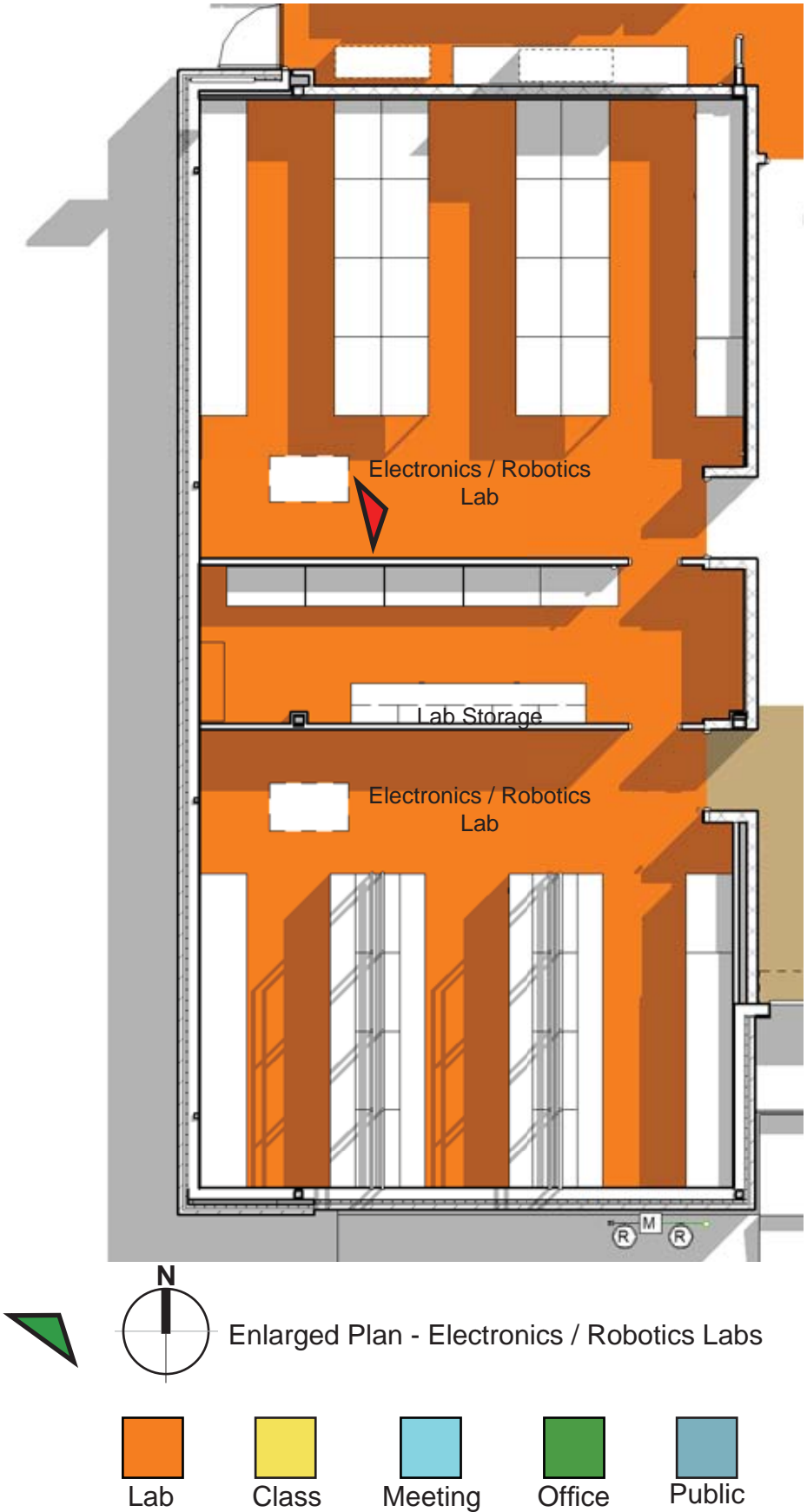


 Axonometric View at Electronics / Robotics Lab



 Rendering at Electronics / Robotics Lab

Level 1 Electronics / Robotics Labs



Enlarged Plan - Electronics / Robotics Labs



Lab



Class



Meeting



Office



Public



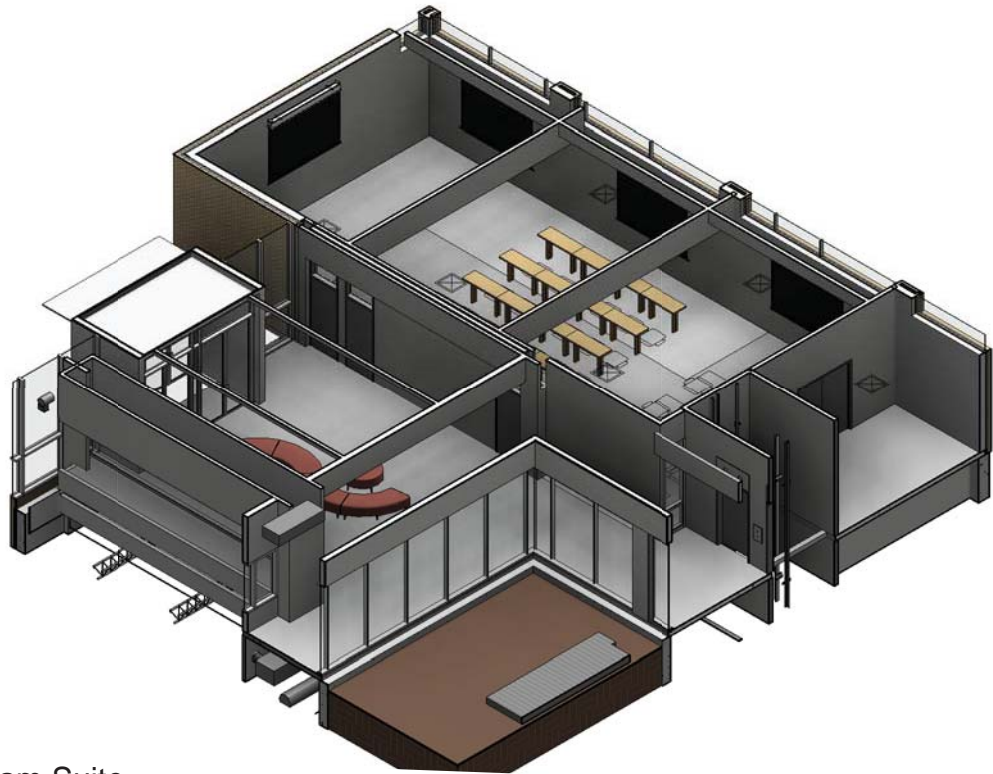
Conf.



Reception

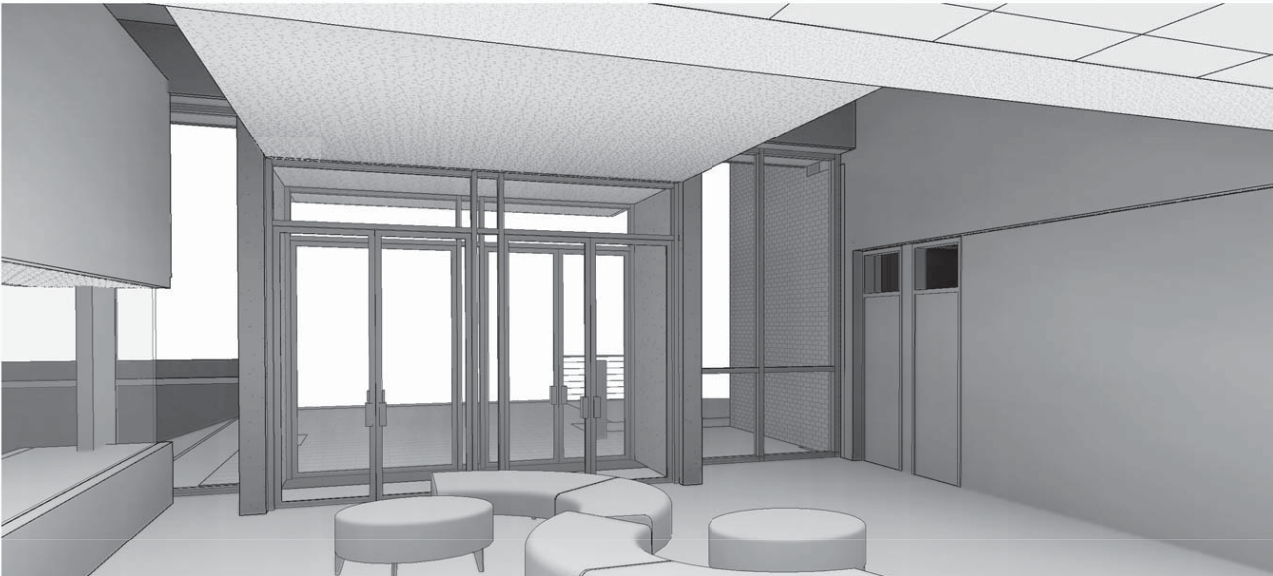


Support



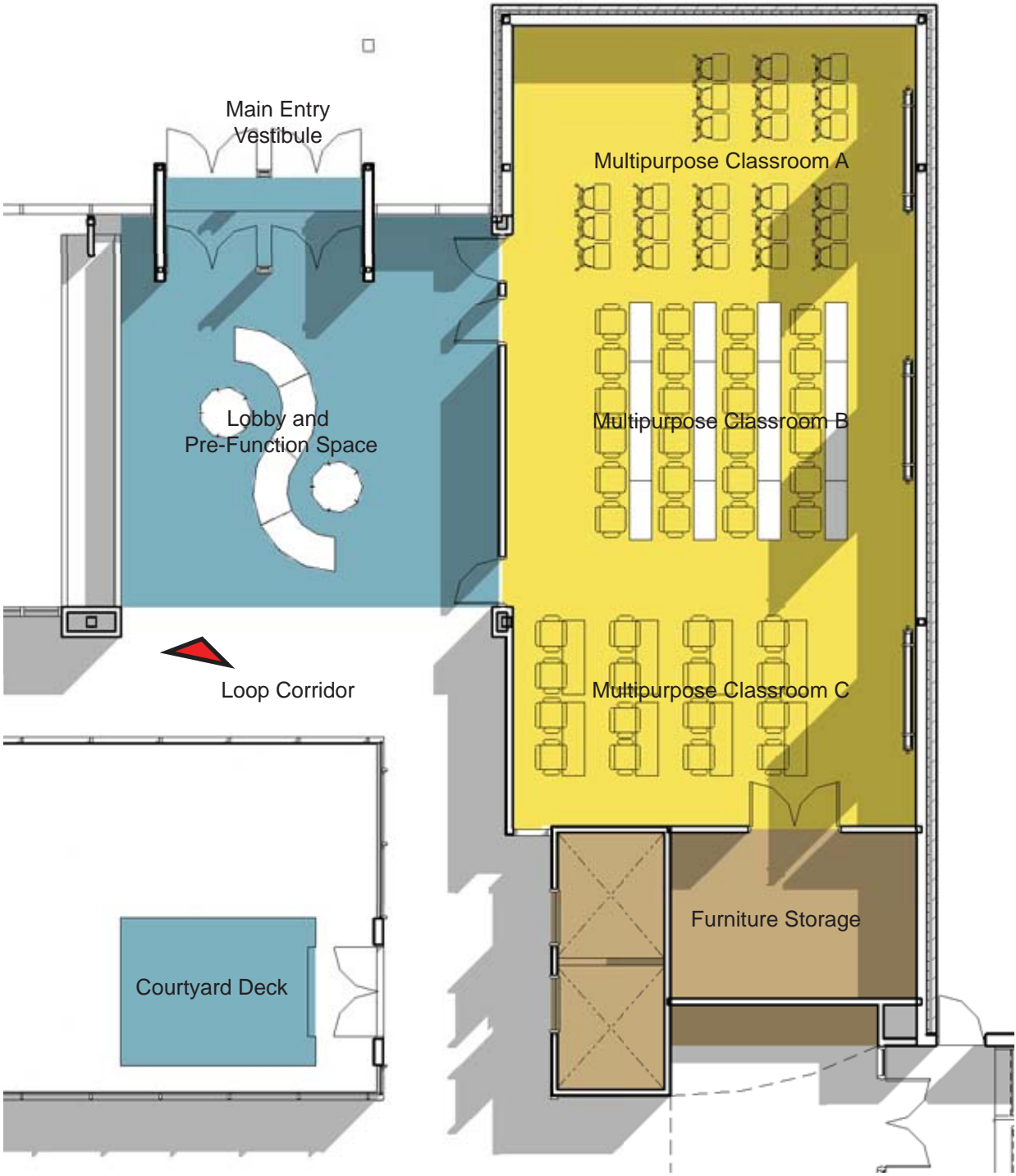
3D View at Exam Suite

Axonometric View at Entry and Multipurpose Classrooms



Rendering at Entry and Multipurpose Classrooms

Level 2 Entry and Multipurpose Classrooms



Enlarged Plan - Entry and Multipurpose Classrooms



Lab



Class



Meeting



Office



Public



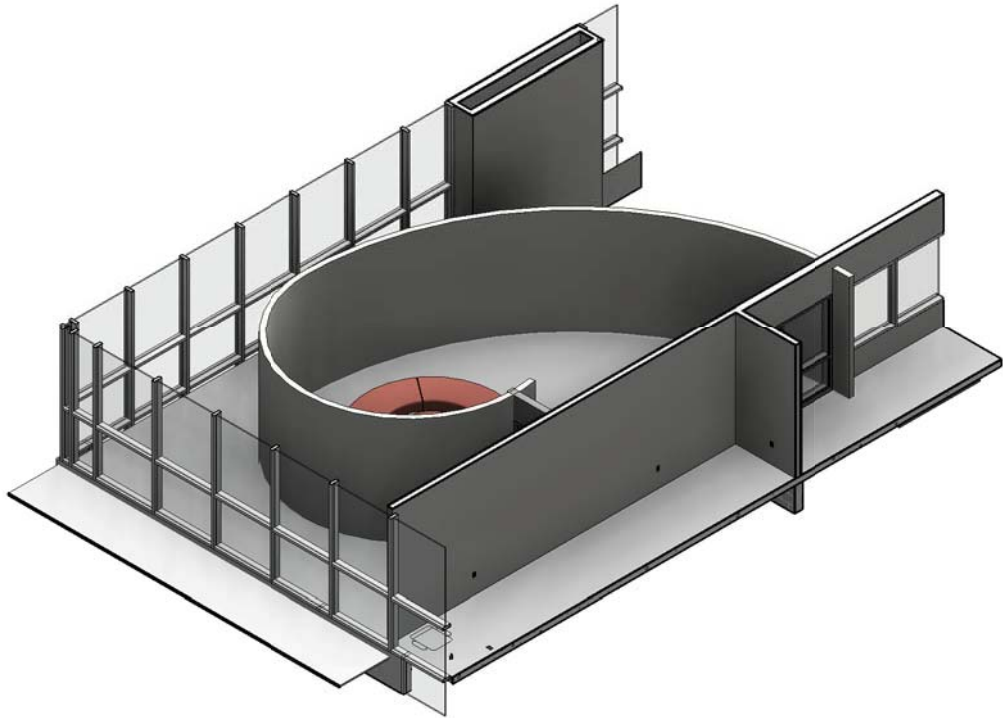
Conf.



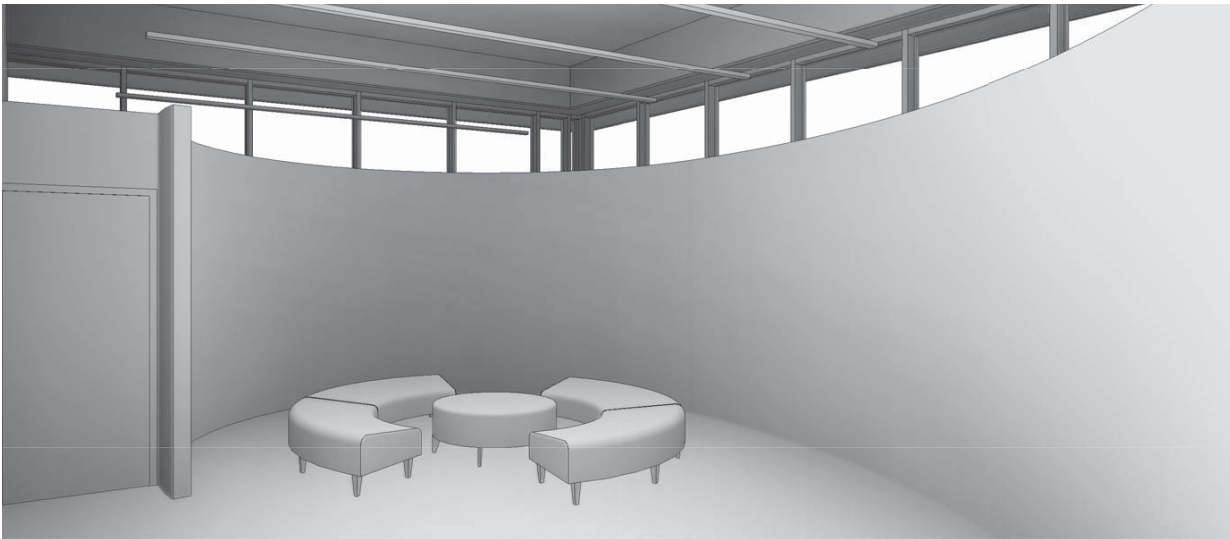
Reception



Support

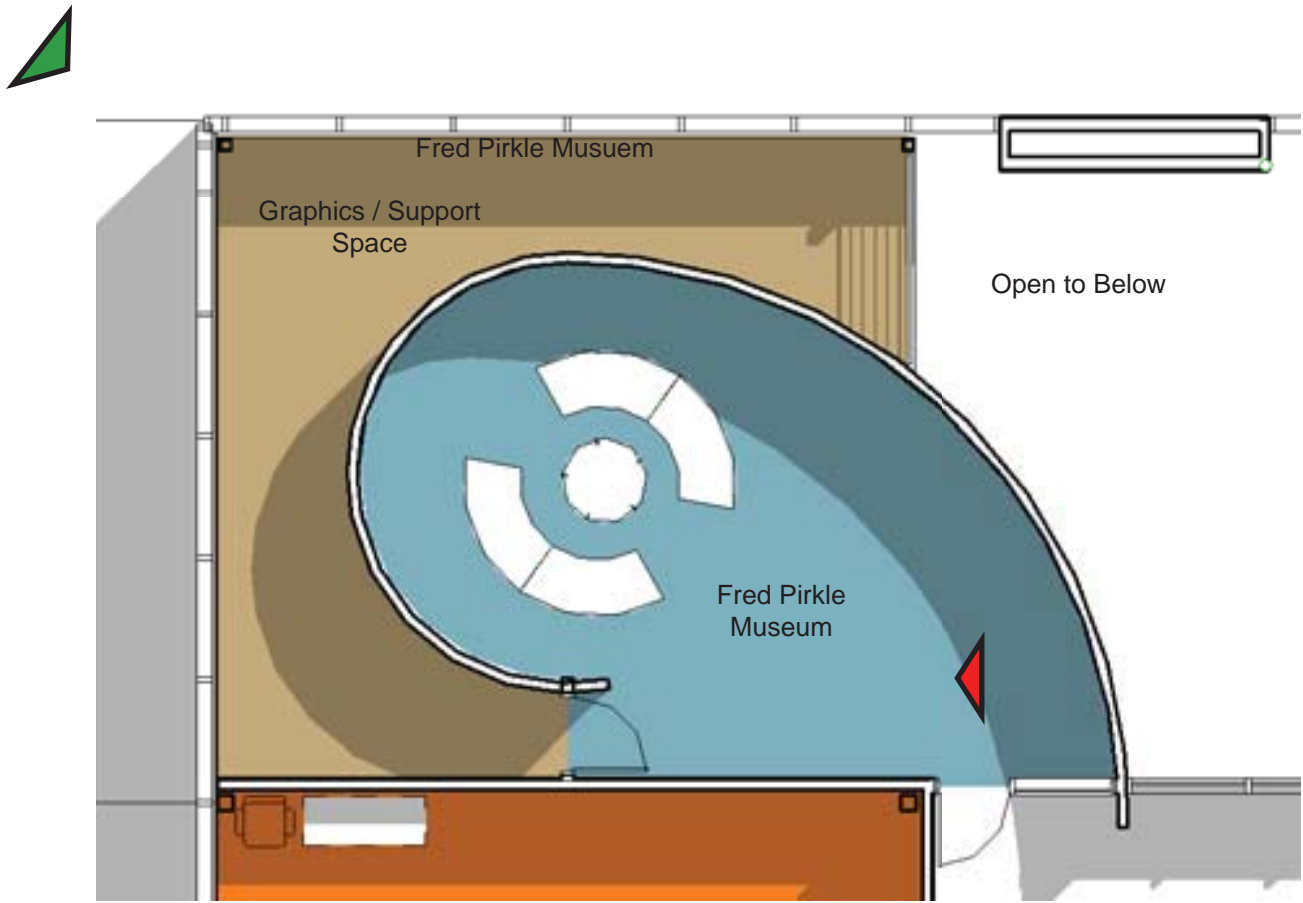


Axonometric View at Fred Pirkle Museum



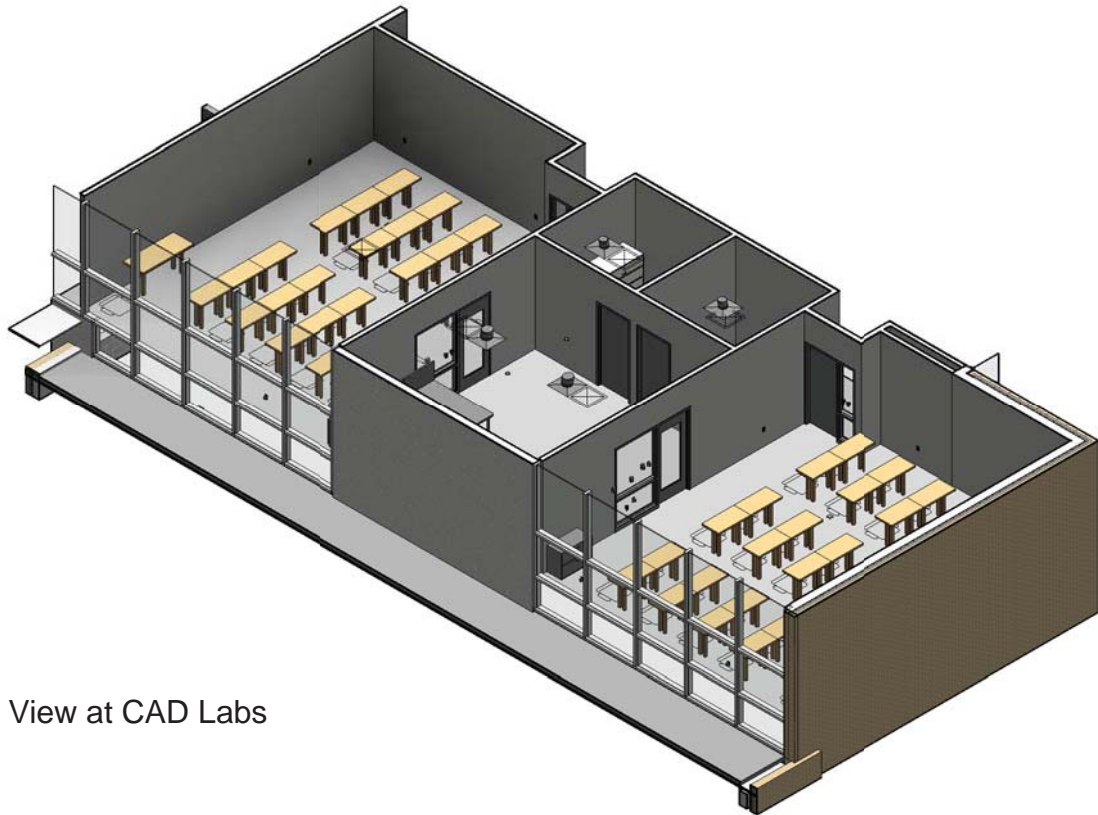
Rendering at Fred Pirkle Museum

Level 2 Fred Pirkle Museum



Enlarged Plan - Fred Pirkle Museum

- Lab
- Class
- Meeting
- Office
- Public
- Conf.
- Reception
- Support

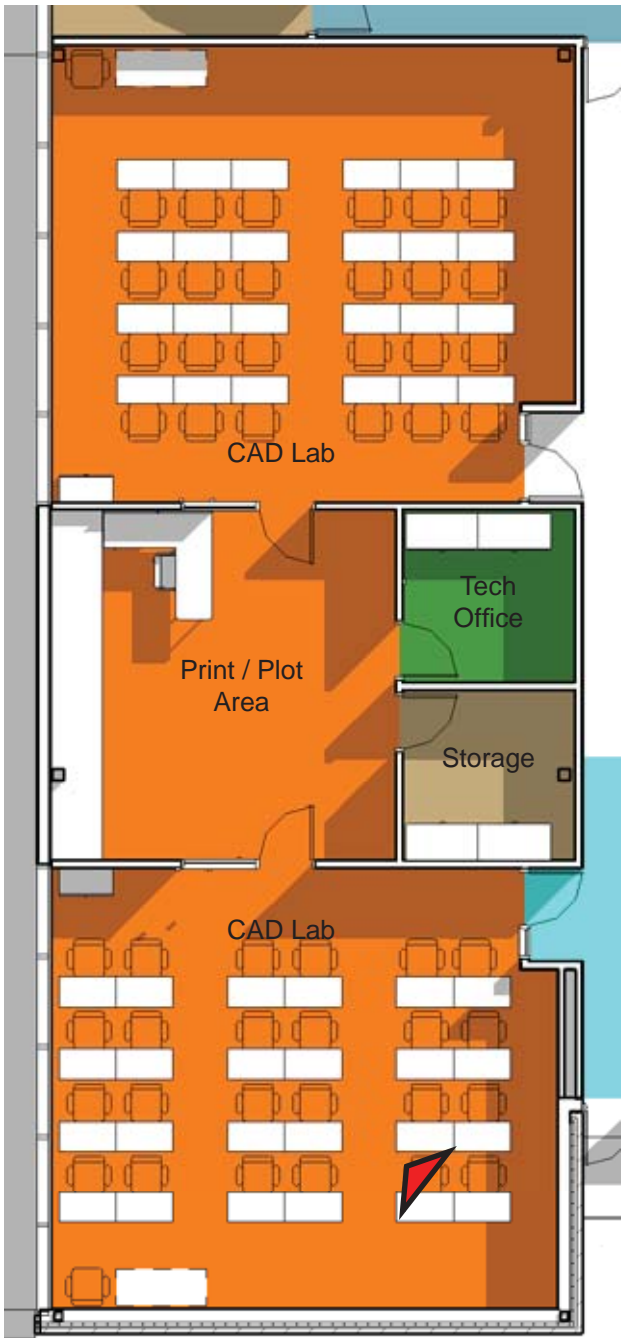


Axonometric View at CAD Labs



Rendering at CAD Labs

Level 2 CAD Labs



Enlarged Plan - CAD Labs



Lab



Class



Meeting



Office



Public



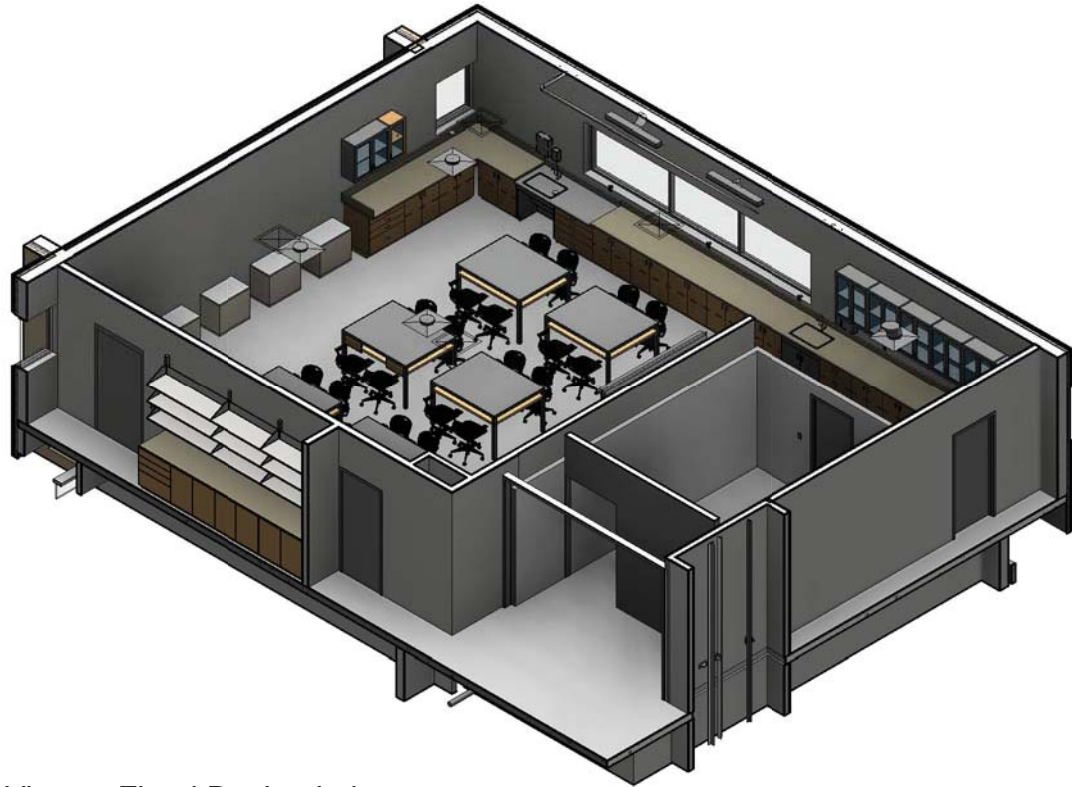
Conf.




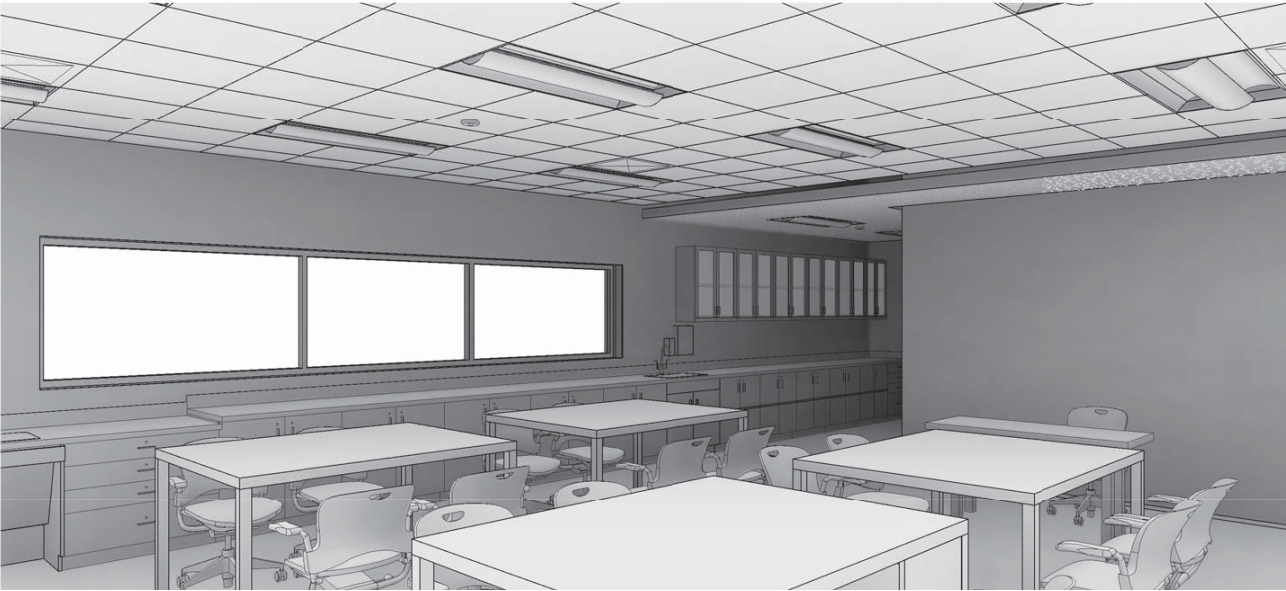
Reception




Support




 Axonometric View at Floral Design Lab











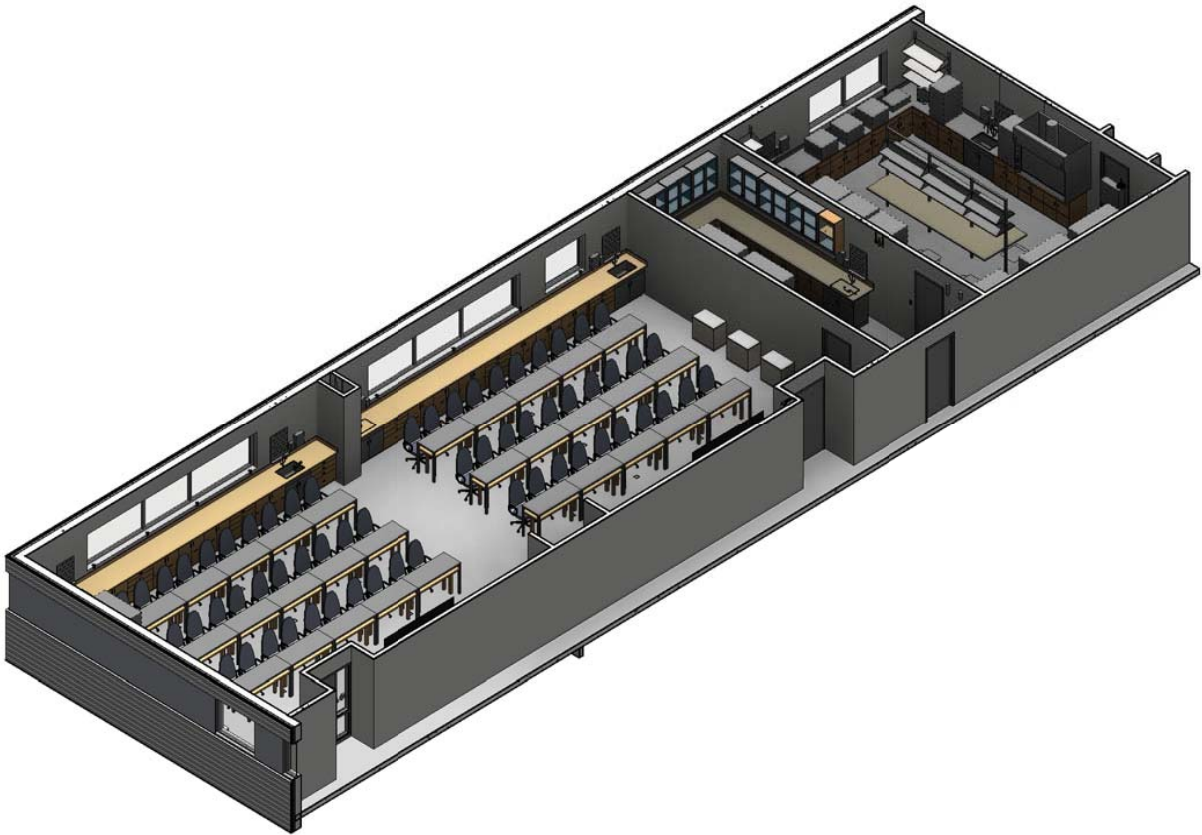
 Rendering at Floral Design Lab



  Enlarged Plan - Floral Design Lab

Level 3 Floral Design Lab

-  Lab
-  Class
-  Meeting
-  Office
-  Public
-  Conf.
-  Reception
-  Support

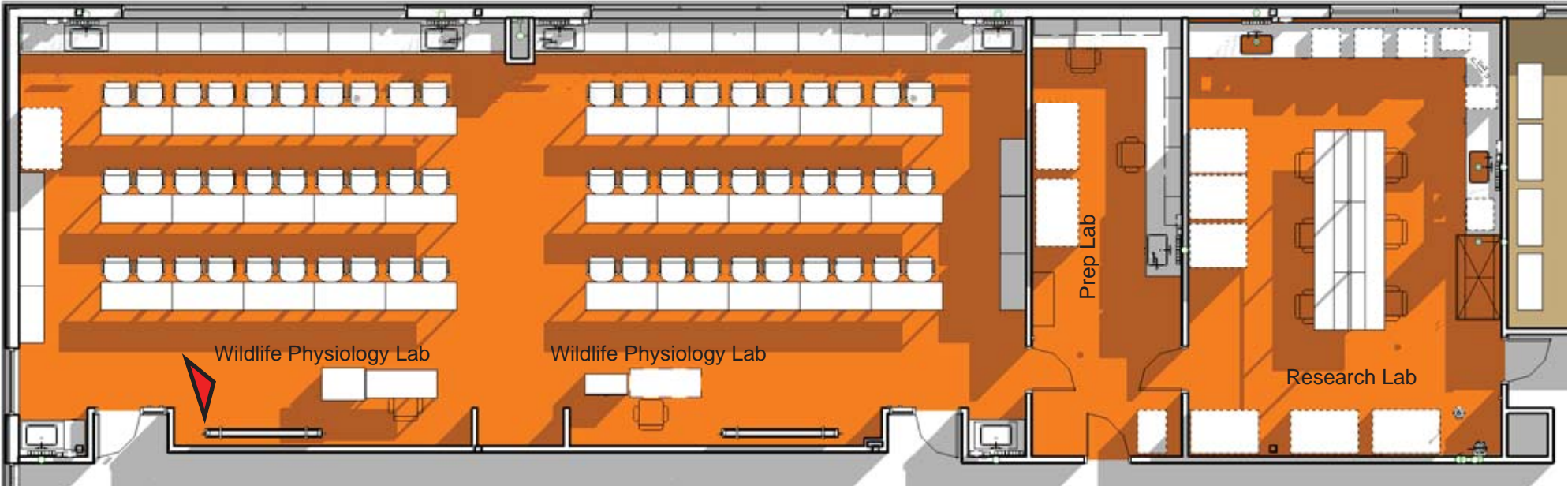


Axonometric View at Animal Sciences Labs



Rendering at Animal Sciences Labs

Animal Sciences Labs



Enlarged Plan - Animal Sciences Labs



Lab



Class



Meeting



Office



Public



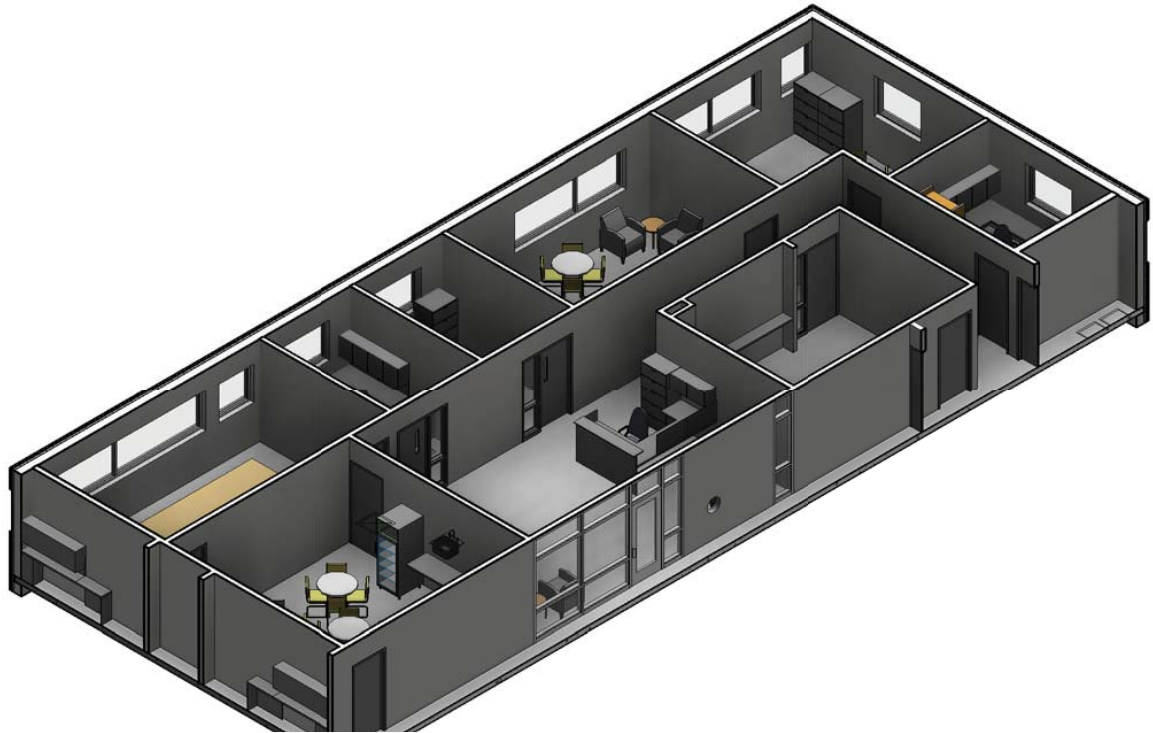
Conf.



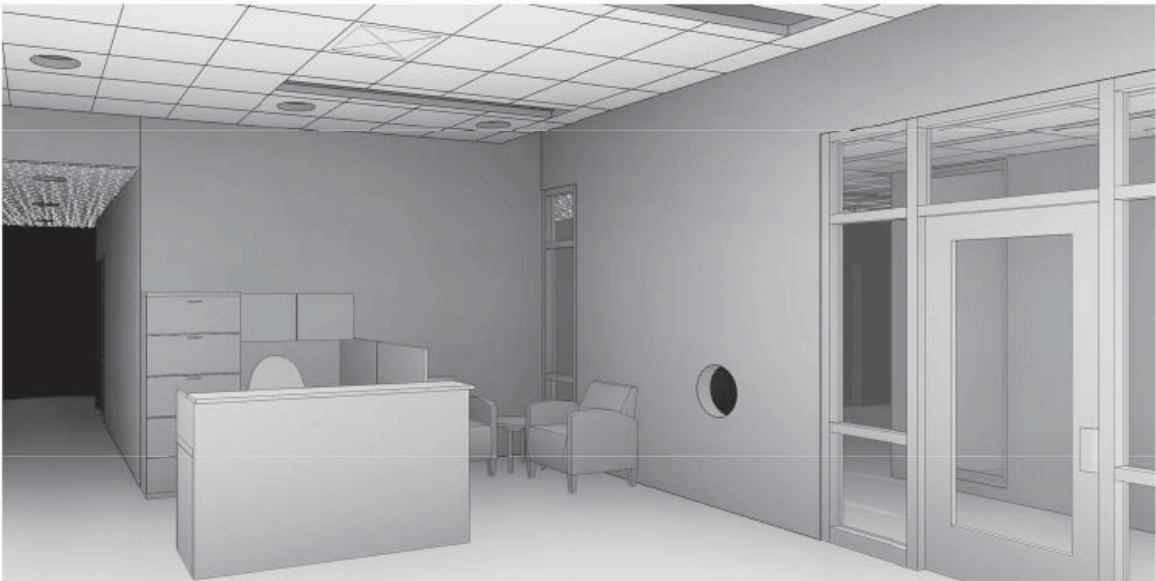
Reception



Support



Axonometric View at Chair's Office Suite



Rendering at Chair's Office Suite

Level 4 Chair's Office Suite



Enlarged Plan - Chair's Office Suite



Lab



Class



Meeting



Office



Public



Conf.



Reception



Support

PROJECT NARRATIVES BY DISCIPLINE

Architectural Narrative

PROJECT OVERVIEW

Located on the hill on the southeast corner of Bowers Boulevard and Sam Houston Avenue, the new 53,500 square foot Fred Pirkle Engineering Technology Center will house new facilities for the Department of Agricultural and Industrial Sciences. The program of the building is centered around the Innovation Lab, consisting of a main Collaboration Area supported by shops, clean manufacturing spaces, and ancillary laboratory classrooms for Electronics, Robotics, and Sustainable Energy. The building will also house new classrooms and laboratories for Agricultural Sciences as well as an office suite for the department chairs and a full complement of administrative and faculty offices.

PROJECT SITE

The construction site is constrained by the Chemistry and Forensic Sciences Building on the east, Bowers Boulevard on the north, a tree-filled natural greenspace that borders Sam Houston Avenue on the west, and 20 ½ Street on the south. It currently serves as a surface parking lot of approximately 138 spaces. Beyond 20 ½ Street to the south, which will remain and serve as service access to the building, lies an existing surface parking lot of approximately 260 spaces which will continue to serve this part of the campus including the new building.

The existing site includes a change in grade of approximately 15 feet from the low southwest corner near where 20 ½ Street intersects Sam Houston Avenue and the high northeast corner along Bowers Boulevard. This slope creates an opportunity to access the building on two levels – a service entry at Level 1 from the south and the primary student entry at Level 2 from the north.

The sidewalk along Bowers Boulevard will be widened and a new raised entry plaza created on the north side of the building to facilitate pedestrian access from this side. The space between the Chemistry Building and the new Pirkle building will be redeveloped as a landscaped zone to buffer the buildings and handle site drainage. The space immediately to the east of the new building will be terraced into an outdoor plaza and dedicated to the use of the students in the Sustainable Energy program. This terrace will wrap around the southeast corner of the building before stepping down to the service access on the south side of the building. At Level 1, the outdoor space along the west side and northwest corner of the building will be used as exterior workspace for students in the Collaboration Area and shops.

Site utilities, including new power and communication lines and a new chilled water line, will be installed alongside the new construction in work separate from the overall scope of this project. The existing natural gas line that runs along Bowers Boulevard will be extended to the west from its current endpoint in front of the adjacent Chemistry building to a new endpoint where it will tie into the new Pirkle building. Please refer to the accompanying Civil Narrative for more detailed utility information. Other site improvements include new landscaping, wayfinding, and site lighting.

BUILDING CONTEXT

Bowers Boulevard, where it intersects with Sam Houston Avenue, serves as a primary vehicular entrance and gateway into the SHSU campus from the west. The new Fred Pirkle Engineering Technology Center will help to create a grand gateway to the campus and stand as a flagship building to represent one of SHSU's signature programs. As such, the visual prominence of the building as seen from this corner is of paramount importance, and much attention has been paid to the presentation of a bold and forward-looking elevation to all visitors to the campus. In addition, care has been taken to align this façade with the adjacent Chemistry building and match its height in order to tie the new building into the existing fabric of the campus. The space between the two buildings will provide a landscaped pedestrian way down the slope and provide connectivity as the University looks toward future development to the south in accordance with the Master Plan.

Architectural Narrative (cont.)

Also in accordance with the Master Plan and the SHSU Design Standards, the new building has been designed in harmony with the surrounding buildings in terms of overall form and proportion, as well as in the selection of the trademark Sam Houston State University brick blend featured on its facades. With its Engineering Technology Program and its Gateway site, it does set itself apart to some degree from a typical campus classroom building. However it also engages the campus open space by creating open landscaped plazas and pedestrian links to the rest of campus, integrating itself into the fabric of the University.

BUILDING FOOTPRINT & EXTERIOR

The exterior form and materiality of the new Fred Pirkle Engineering Technology Center is designed as a response to the program and functional requirements of the facility. The program is divided into three primary elements: the Engineering and Technology Program, the Agricultural Science Program, and Administration. The largest of these is the Engineering and Technology component which is showcased on the first two levels of the building for direct access to the service entry, loading dock, and outdoor work area. The skin on these two levels is composed primarily of glass curtainwall and brick veneer, specified as the approved Sam Houston State University blend.

The Agricultural Science component and the Administration are housed on the third and fourth floors, respectively. Those two floors are set off from the lower levels by a distinct material change and offset, appearing as a primarily solid volume set atop the primarily open volume of the lower levels. The skin here is a combination of both flat and square corrugated metal panels with a durable and long-lasting paint finish. These panels are ordered into long horizontal bands punctuated by a series of windows wrapping around the entire building.

In addition, the plan of Levels 2-4 are organized around a loop corridor that wraps a central courtyard. There is no courtyard at Level 1 since this space is below grade. This feature allows additional natural light into the building through continuous storefront glazing on Level 2 and through an array of carefully choreographed punched windows on Levels 3 and 4. The courtyard walls are finished in white stucco to minimize heat gain, maximize daylight, and provide a neutral backdrop to the natural landscaped environment within.

These two major building volumes are bridged by vertical circulation elements in the form of stairs, one additive and one subtractive, that provide both access to and egress from the building. The east stair is enclosed in an additive volume of stucco and brick and provides an enclosed, weatherproof access to all levels of the building. The south stair is open-air, situated in a vertical slot carved into the building above the loading dock. It is protected by a large overhang as well as a porous screen of galvanized perforated steel planks.

BUILDING DIAGRAM

The principles that guided the design of the building diagram were clarity, efficiency, and flexibility. These concepts are infused throughout the building and provide the framework for a successful project. As mentioned above, the program of the building is organized floor by floor for maximum functional convenience. In addition, the building circulation and systems have been designed for maximum flexibility and efficiency. Each level features a loop corridor which is single-loaded with spaces that fill the entire structural bay. In this way, the plan of each classroom or lab is free of columns and allows complete freedom in layout of workstations, desks, etc. This will also allow the spaces to easily adapt in the future as the program grows and changes over time.

The restrooms in every level stack for easy orientation as well as efficient consolidation of plumbing. The mechanical rooms on Levels 1 and 3 are also stacked and connected by compact chases to allow for uniform distribution of mechanical ductwork on every level. Finally, the data and electrical closets on every floor stack vertically as well, which provides the basis for a clean, efficient distribution of those services throughout the building. Much care has been taken to ensure that the layout and design of these spaces contributes to a logical and easily maintainable system to support the building as it evolves.

Architectural Narrative (cont.)

LEVEL 1 – ENGINEERING TECHNOLOGY – INNOVATION LAB

The Signature Program featured in the new building is centered around the concept of the Innovation Lab. This concept is exemplified by the Collaboration Area, located on the north side of Level One, consisting of a large open workspace where students work in teams to develop long-term multidisciplinary projects. Ancillary spaces include machine and woodworking shops, two clean manufacturing rooms and a small wet lab where the students are provided with various types of equipment for designing, building, developing, and prototyping various inventions. This space is supervised and run day to day from a pair of offices for the director and a technician, and also includes secure storage for tools and student work, as well as two small group meeting rooms. Access to outdoor workspace is provided through 3 sets of large double doors in both shops as well as the main Collaboration Area itself.

Adjacent to the Innovation Lab are the Electronics and Robotics Labs. These lab classrooms are outfitted with workstations and equipment for students to gain hands-on experience in building, programming, and testing various electronic components and small robotic devices.

The service entrance and loading dock are also located on the south side of Level 1, allowing for deliveries of bulk materials and loading and unloading of large workpieces to the Innovation Lab. Rounding out Level 1 are the Main Mechanical and Pump Room and the Main Electrical Room, serving as the core of the building's systems and distributing utilities to the upper levels.

LEVEL 2 – ENGINEERING TECHNOLOGY AND PUBLIC SPACES

The primary student and visitor entrance to the building is located on Level 2. Approaching from the raised plaza on the north side of the building, visitors enter a spacious lobby that also serves as the pre-function space for the large Multipurpose Classrooms to the east. Visitors can also see through the display case to the west down into the main Collaboration Area below.

Floor-to-ceiling glazing around the central courtyard provides views that draw the visitors in to the main elevator lobby and the loop corridor that serves this and every level. Following this loop to the right brings visitors down a long corridor with continuous views down in to the Collaboration Area and finally arrives at the curvilinear form of the Fred Pirkle Museum. Perched above the Machine Shop and Woodworking Shop and overlooking the workspace below, the Museum will host a display featuring some of Fred Pirkle's achievements and inventions. This form will also serve as the backdrop for a graphic display branding the building and the program for viewers outside entering the campus on Bowers Boulevard.

The loop corridor also provides access to the two CAD labs and their attendant support spaces. Continuing around the loop we also have access to the Energy and Sustainability Lab with direct views into the Wind Tunnel room where students test their designs for wind generator airfoils. The Energy Lab is provided with direct access to the outdoor Energy Terrace which is located for its ideal exposure for conducting experiments and lessons with photovoltaic cells and devices. It is also situated in the slot between the Chemistry building and the new building to take advantage of the "dog run" effect to draw breezes through the space for wind experiments.

LEVEL 3 – AGRICULTURAL SCIENCES

All of the Agricultural Science Labs and Classrooms are located on Level 3, beginning with the Floral Design Lab immediately to the right coming off the elevators. This Lab features a refrigerated display case facing the corridor for the students to showcase their designs. Direct access to the receiving and storage space is provided from one of the elevators in order to make the weekly deliveries of fresh cut flowers and materials as efficient as possible. These materials and student work-in-progress will be held in a 200 square foot walk-in cooler specially designed to keep them at the ideal temperature and humidity to preserve their freshness and longevity. In the Lab room itself, students will work around moveable group worktables with resilient tops to facilitate easy cleanup and durability.

Architectural Narrative (cont.)

The Animal Science suite includes two Animal Physiology Lab Classrooms, a Prep Lab, and an additional Research Lab. The two Lab Classrooms are separated by a moveable wall so that they can be combined for large group programs or divided for normal lab sessions. They are both supported by the Prep Lab, which includes storage for tools and kits used for dissections as well as refrigerated storage for specimens. The Research Lab is home to more specialized equipment for conducting Animal Science related research and experiments, including centrifuges, a Universal Testing Machine, and an Imaging System. In addition to the exhausted fume hood in the Research Lab, the rest of the Animal Science suite includes a general exhaust and make-up air system that can be switched on to control odors whenever required.

The southeast corner of Level 3 holds the Agricultural Science Student Teacher Classroom, which is set up like a standard high school classroom for students to model and practice teaching methods and techniques. This classroom is supported by a tutorial room for small group lessons, multimedia room for preparation of lectures and presentations, and a curriculum/storage room.

The AgriBusiness and Communications Computer Lab and Seminar Room is situated at the southwest corner, and features six round tables for group work stations. Each table will host six computers for student use and be connected to a large flat panel display to facilitate presentation of student work. This space is supported by the Work Room / Multimedia Room located immediately across the corridor, which students will use outside of class time to continue their work.

Level 3 also holds six offices for adjunct faculty. Since these offices are used only part time or by temporary faculty, they are able to fit on this level and do not require the immediate adjacency to the other faculty support areas found on Level 4.

All of these spaces are accessible from the loop corridor, which is punctuated here on Level 3 with a series of selected view windows onto the central courtyard. In addition to views, these windows provide natural daylight and a sense of openness and orientation to the corridor. On Level 3, the loop culminates at the west end in a student lounge featuring soft seating for casual short-term reading, studying, and social interaction among students.

LEVEL 4 – ADMINISTRATION

Level 4 is reserved exclusively for Administrative uses. The suite at the northeast corner provides generous offices for two Department Chairs as well two Assistant Chairs and two Administrative Assistants. The Reception and Waiting Areas are observable from the Administrative Assistants' offices for visual control of visitors entering and leaving the suite. The area also holds a staff Work Room and a File Room to support the production, organization, and management of all the paperwork generated by the offices. The Waiting Area is connected directly to a large Conference Room as well as a Faculty Lounge in order to facilitate support for catering and refreshments from the Kitchenette for guests and conference attendees.

The bulk of the faculty offices are distributed around the perimeter of Level 4 so that each one has access to daylight and outside views. They are clustered in three large groups that wrap around open-office areas featuring carrels for TAs, group workspaces, and business centers that will host networked copiers, printers, and other office equipment and supplies. This arrangement will allow the faculty direct access to their TAs and enable collaboration and teamwork.

As the design developed, some additional space was captured due to the consolidation of some mechanical systems, and per SHSU request a Faculty Seminar Room was added to the program. This space will serve as a general Faculty Meeting Room as well as a secondary Conference Room featuring all the same telecommunications and presentation functions as the primary Conference Room.

Architectural Narrative (cont.)

COMMON AND SUPPORT AREAS

Throughout the new facility, common and support areas are located and designed to maximize operational efficiency. This includes a stacked, dedicated Electrical closet and Data / Technology closet on each level, a central Mechanical Room and Main Electrical Room on Level 1, and a smaller Mechanical Room on Level 3. This arrangement, combined with increased area above the ceiling, will allow the facility to remain current with new technology and be easily updated.

Each level features a loop corridor to efficiently handle the internal circulation requirements of the building. In addition, Flex Spaces are provided off the main corridor near Stair 2 which will feature soft seating for incidental use by the students for meeting, small gatherings, and general study. Each of these spaces, along with the dedicated Student Lounge on Level 3 will include generous distribution of electrical receptacles and wi-fi access to keep students' laptops and electronic devices charged and connected.

The loop corridors will also serve as a palette for a Graphics program that will highlight not only Fred Pirkle, but also the achievements and successes of the Engineering Technology and Agricultural Sciences Programs themselves, along with other notable figures in these fields. This package will be designed to bring a sense of image and identity to the building in keeping with its status as a flagship facility for this program, and inspire generations of students to continue the tradition of innovation and invention established at Sam Houston State University.

Civil Narrative

PROJECT SUMMARY

Sam Houston State University is seeking to construct the new Fred Pirkle Science and Technology Building. The new building will be situated on the southeast corner of Sam Houston Avenue and Bowers Boulevard at the main Sam Houston State University campus entrance. The Level 2 finish floor elevation has been established at 468 feet (MSL) and consists of a building footprint of approximately 14,000 square feet located on a site of approximately 1.4 acres.

The purpose of this narrative is to identify the existing site conditions and constraints, and known utility location and sizes that might serve the new proposed Fred Pirkle Science and Technology building, and present the selected option for siting, of the proposed building that minimizes construction cost and maximizes the site use.

EXISTING SITE CONDITIONS

The proposed site is approximately 1.4 acres in size and slopes from the northeast corner at an elevation of 465 feet to the southwest corner at an elevation of 450 feet with an elevation difference of approximately 15 feet. The site is all asphalt parking lot with the exception of a small landscape area that runs along the northern edge of the site behind the side walk.

SITE UTILITIES

CHILLED AND HOT WATER SUPPLY

As a part of another infrastructure project, SHSU has had a design developed for the the chilled water system that will be serving the new building. These lines will be coming from the north across Bowers Boulevard along the west side of the new proposed Fred Pirkle Engineering Technology building and a valve box and tie in point will be located at the southwest corner of the new proposed building. The chilled water lines will be brought to within 5 feet of the proposed building for ease of connection. The Fred Pirkle A/E design team has coordinated the final location and tie in point of these lines with SHSU and the chilled water line design team. Chilled water will enter the pump room located on the south side of the new Fred Pirkle Engineering Technology building.

DOMESTIC AND FIRE WATER SUPPLY

There is an existing 12 inch domestic water line from the City of Huntsville that runs along the north side of the proposed building site. Capacity is available and pressures static and residual have been confirmed by the city of Huntsville and forwarded to the design team. The pressures are low and booster pumps inside the new proposed building will be required. The tap will be made west of the proposed building and brought to the south and routed east to tie in to the new fire pump room located at the southeast corner of the proposed building. This line will be tied into a single 6 inch combination meter to minimize costs for domestic and fire meters and taps. There will be approximately 410 linear feet of new 6 inch PVC C900 water line along with a new water 6 inch meter and vault. There will also be another 20 feet of 3 inch domestic water line for a separate domestic feed off of the main 6 inch water line.

SANITARY SEWER

There is sanitary sewer available along either Bowers Boulevard (6 inch line) or along 20-1/2 Street on the south side (6 inch line). These lines flow to the west and tie into the city of Huntsville main sanitary line located west of the intersection of Sam Houston Avenue and Bowers Boulevard. The city of Huntsville has stated that there is capacity for the building with the existing lines. A new 6 inch line will be routed from the north side of the proposed Fred Pirkle Engineering Technology Building to an existing manhole located in Bowers Boulevard. There will be approximately 130 linear feet of 6 inch PVC sanitary sewer line installed on the project.

Civil Narrative (cont.)

STORM SEWER

Currently storm drainage sheet flows on the site from the northeast corners diagonally and south across the site towards the southwest parking lot drive into Sam Houston Avenue via curb and gutter and into the existing curb inlets located along Sam Houston Avenue. The existing city storm line size is adequate to take all of the storm water currently that flows off site and also the proposed developed site flow as well. The developed site flow will be less flow due to the fact that there will be less impervious area when the site development is complete. The existing impervious area is 53,390 square feet and the proposed site impervious area is 47,286 square feet. This includes the roof square footage where a portion of the storm runoff will be diverted to a 10,000 gallon above ground cistern and the water harvested for reuse as landscape irrigation. Drainage of the remainder of the site will be designed to sheet flow as the site does currently via curb and gutters to the same curb inlets along Sam Houston Avenue. Any overflow of the cistern for large storm events will be discharged onto the pavement and flow overland to the existing storm sewer in Sam Houston Avenue.

NATURAL GAS

There is currently a 2 inch steel gas line that runs along the south side of Bowers Boulevard and ends approximately midway point of the existing Science and Technology building. This ending point will be the point of connection for the extension of the gas line to the new proposed Fred Pirkle Engineering and Technology building. There will be approximately 550 linear feet of new 2 inch polyethylene (PE) natural gas line installed.

TELECOMMUNICATIONS

Telecommunications for the Fred Pirkle Science and Technology Center will feed the site from the north. The proposed route will be determined by SHSU who is bringing in the new lines and will be routed along the south drive and into the building.

ELECTRICAL

New overhead electrical lines are designed and will be installed by Entergy as a pole mounted transformer and will be then routed underground to the building entrance on the south side. Entergy and the Fred Pirkle Engineering Technology Center A/E design team will closely coordinate with SHSU as the design phase of the project proceeds.

SITE GRADING

The general site grading will follow the existing sidewalk grade along Bowers Boulevard. The finished first floor level for the new building will be at approximately 468 feet. The entrance and area along the east side of the building around to the Energy Terrace will have a grade of approximately 468 feet. There will be a stepped teaching amphitheater along the north side that follows the grade slope down to an elevation of 452 feet this will lead around to the west into the innovation terrace and down a drive down to approximately 450 feet to meet the existing grade. The south drive will match the existing grades at Sam Houston Avenue and follow the existing grade to the east. The service yard and dock area will be at approximately 450 feet. This slope will continue up to the east drive. The east drive will be a one way drive that has an entrance from Bowers Boulevard at approximately 464 feet, this drive will be graded to match the existing grade and slope down to the southeast corner of the site to match the 455 foot contour. The east drive will be separated from the Energy Terrace and the front entrance by site retaining walls as need for the grade elevation differences. The current estimated cut and fill for the project is 3,936 cubic yards of cut, 2,187 cubic yards of fill, with an excess of 1,749 cubic yards to be hauled off. These estimates do not include any type of adjustment for shrinkage or swell percentages.

Civil Narrative (cont.)

TRAFFIC AND SITE CIRCULATION

Currently traffic enters the site via two asphalt drives. One is located along Bowers Boulevard and the other along Sam Houston Avenue. The new site plan proposes a two-way entrance drive that will dead end just to the south near the existing crown of the grade. There will be access to the proposed 2 handicap spaces and 2 regular spaces near the northeast corner. This will allow vehicles to access the spaces and also leave and proceed to the north to exit the site either to the east or to the west via Bowers Boulevard.

DESIGN DEVELOPMENT RECOMMENDATIONS

The design for the proposed building will not affect any on site utilities with the exception of a parking lot light pole that will be removed. Based on the information provided by the university, no other utilities will require relocation.

Removals are as follows:

- Approximately 51,125 sf of asphalt paving
- Approximately 426 LF of saw cut asphalt
- Approximately 1,800 SF of concrete sidewalk removal
- Removal of 1 light pole
- Approximately 200 LF of underground electrical removal
- Approximately 752 LF of concrete curb removal
- Approximately 1,749 cubic yards of excess excavation

Structural Narrative

DESIGN CRITERIA

Building Code: 2012 International Building Code with Amendments as required by the Structural Criteria of the Sam Houston State University Design and Construction Standard.

Live Loads (reduced as allowed by Code or SHSU Design Standard)

First and Second floor rooms	80 psf + 20 psf partition load
Rest Rooms	80 psf
Corridors and Stairways	100 psf
Mechanical Rooms	150 psf
Roof	30 psf (non-reducible)
Construction Live Loads	20 psf

Superimposed Dead Loads

Floor Finishes	5 psf
MEP Systems	10 psf
Ceiling and Miscellaneous	10 psf
Sprinkler Piping	3 psf
Roof Structure	10 psf

Wind Design Criteria

Basic Wind Speed	130 mph (for Category III Building in accordance with ASCE 7-10)
Structural Systems	

FOUNDATIONS

The foundation design is based on the Geotechnical Engineering Study provided by the project geotechnical engineer, Gessner Engineering. Because the site is sloped, we anticipate a large volume of soil will need to be excavated in order to level the site at Level 1. The structural foundation system shall be a 6" slab-on-grade on a 15-mil vapor barrier over general fill and stiffened by grade beams. The concrete beams supporting the slab system are approximately spaced between 9'-0" and 10'-0" on-center in one direction only. These beams are to be 18" wide by 36" deep. The beams will span between 25'-0" and 30'-0" to concrete girders that are 18" wide and 36" deep.

Perimeter concrete grade beams will be a minimum of 18" wide by 36" deep at the portions of the foundation that are cut into existing grade. Where fill in excess of 2'-6" is required to bring the pad to the required elevation, say at elevator pits and at the lower level subgrade locations, the foundation will contain 12-16" thick walls supported by the aforementioned grade beams. The perimeter beams will extend 18" minimum past adjacent grades at the fill-in portion of the site.

Columns supporting the floor framing systems shall be supported by isolated square footings.

Structural Narrative (cont.)

UPPER FLOORS

At levels two and four, a 2" 20 gage composite deck with a 2 ½" normal weight concrete topping shall make up the floor system. Due to varying uses and aesthetics, level three will feature several types of decking to make up its floor system. In the interior spaces featuring exposed decking, a 3 ½" deep Versa-Dek topped with 2" of normal weight concrete for a total slab thickness of 5 ½" spanning to composite steel beams will be used. General portions of the floor deck that shall not be exposed will employ a 3" deep 20 gage composite deck system. A 1 ½" 20 gage composite deck system shall be employed at portions of the floor that step down such as at the mechanical room surface. A 2 ½" concrete topping shall be applied to the 3" deck, and a 2 ½" or 4" concrete topping shall be applied to the 1 ½" deck. All wide flange composite beams are to be supported by HSS tube columns.

ROOF FRAMING

The roof structural system will be comprised of a 1 ½" deep 22 gage Type B roof deck. The deck will be supported by open web steel joists or wide flange beams spaced approximately 5'-0" on-center between structural steel girders. The beams are to be supported by HSS tube columns.

Lateral Load-Resisting System

The building's structure will be designed to resist lateral wind forces by a combination of chevron and concentrically-braced frames. The diagonal bracing members shall be HSS tubes connected to columns and/or beams with gusset plates.

STRUCTURAL STEEL ESTIMATE

The weight of the structural frame is estimated to be 8psf for the second, third and fourth floor structure and 6psf for the roof structure. Approximately 1.5psf of the roof load will come from the open web steel joist assembly. The structural steel weight includes miscellaneous elements such as bent plates, gusset plates, and connection materials. The estimated weight does not include the steel deck.

Mechanical Narrative

MECHANICAL SYSTEMS

CODES AND STANDARDS

- 2012 International Building Code, 2012 International Mechanical Code, Plumbing, and Fire Code.
- ASHRAE 90.1-2010 Energy Standard for Buildings Except Low-Rise Residential Buildings
- ANSI A117.1/ADAAG.
- ASHRAE Standard 62.1-2013 Ventilation for Acceptable Indoor Air Quality.
- NFPA Standards 13, 20, 25, 45, 70, 72, and 90A. The year will be as indicated in the 2012 edition of NFPA 101.
- SHSU campus standard document requirements will be incorporated as written and understood into the Project Documents.

COMMISSIONING

Commissioning will be performed by the contractor per the Texas State University System Design and Construction Standards, Division 1, Section 01 91 00 General Commissioning Requirements.

MATERIALS AND EQUIPMENT

The materials and equipment outlined in this narrative exemplify the level of quality expected and or required for this project. Local availability of the manufacturers listed may vary. Alternative equipment manufacturers may be proposed during the development of the construction documents for this project.

HVAC SYSTEM DESIGN CONDITIONS

Summer Outside Design Conditions: 99.5 degrees F dry-bulb / 76.2 degrees F wet-bulb temperature.
Basis of data: Department of Energy Bin Data for College station, 0.4% dry bulb and 0.4% wet bulb data.

Winter Outside Design Conditions: 24 degrees F.
Basis of data: Department of Energy Bin Data for College station, 0.4% dry bulb and 0.4% wet bulb data.

General Office and Non-Critical Space Design Conditions:

- Summer: 75 degrees F and maximum 50 percent RH.
- Winter: 72 degrees F and minimum 30 percent RH.

Computer Rooms and Critical Space Design Conditions:

- Summer: 72 degrees F and maximum 50 percent RH.
- Winter: 72 degrees F and minimum 35 percent RH.

Vestibules and Equipment Room Design Conditions:

- Cooling: 80 degrees F.
- Heating: 70 degrees F.

Outside Air Ventilation: Per ASHRAE Standards 62-2013.

Toilet Room Exhaust Ventilation: 75 CFM per Water Closet, 50 CFM per Urinal, or 1.5 CFM per SF, whichever is greater

Mechanical Narrative (cont.)

HVAC SYSTEMS

BUILDING HEATING WATER SYSTEM

Heating water to be provided by two (2) gas-fired high efficiency, direct vented, condensing, water boilers located in a first floor mechanical equipment room. High efficiency boilers to be, Raypak, or equivalent.

The estimated building heating load is 1,200 MBH.

The heating hot water plant will be designed for operation with supply temperatures ranging from 160°F to 180°F. Normal operation will be a 160°F firing temperature. The higher temperature will be used on an as needed basis to provide supplemental heating. Normal water temperature difference is 30°F.

Two (2) variable speed heating water pumps will distribute heating water to air handling unit heating coils, and terminal unit heating coils. Pumps will be base-mounted end suction type with mechanical seals and bronze fitted designed to operate in a redundant lead lag arrangement with N+1 redundancy. Estimated building heating water demand is 300 GPM

Heating water piping will be Schedule 40 black steel pipe with welded, threaded or flanged joint fittings. Piping may be copper tube with either solder joint or copper/bronze pressure seal (Pro-Press) fittings for pipe sizes 3-inch and smaller. Any heating water piping located under an occupied space must be seamless copper tube.

Valves in heating water systems will be ball valves for sizes up to 3-inch size and butterfly valves for sizes 4-inches and larger. Heating water flow control valves shall be ball valves for sizes 1 ¼ inches and smaller and globe valve for sizes greater than 1 ¼ inch. Heating water flow control valves will be racked at a serviceable height within each of the mechanical rooms.

Heating water piping systems will be designed for 150-psig working pressure. Heating water piping located within the building will be insulated with fiberglass insulation with a foil-scrim-kraft vapor barrier and all service jacket covering. Within the mechanical room, heating water piping will be insulated with cellular glass, a vapor barrier and aluminum jacket. Insulation thickness will be as required to prevent thermal losses on hot piping as required by the State Energy Code.

Pumps will be supported on vibration isolators with an inertia base.

Piping within the mechanical rooms and within a minimum of 75 feet of a pump will be hung from spring and neoprene vibration isolators (Mason type PC-30N).

CHILLED WATER SYSTEM

Chilled water for the project will be drawn from the campus chilled water loop. The campus loop will be extended as described in the Civil narrative above. It is anticipated that the full chilled water need for the facility will be available on a continuous basis throughout the year.

The connection to the campus chilled water plant distribution will be made below grade at the southwest corner of the new building. Direct buried pre-insulated piping will be provided between the new connection and the building main mechanical room with isolation valve located directly inside the building.

Estimated building cooling load at Design Development is 175-200 tons.

The chilled water system within the building has been designed with a 44°F chilled water supply temperature, based on information from the SHSU Design and Construction Standards. The chilled water system temperature difference will be 12°F. The building chilled water system will include a BTU meter located inside the first level mechanical room complete with chilled water flow meter and connection into the Building Automation System. The flow meter will include an isolation valve and bypass to accommodate meter servicing.

Mechanical Narrative (cont.)

Two (2) variable speed primary chilled water pumps will distribute chilled water to air handling unit cooling coils throughout the building. Pumps will be base-mounted, end suction type with mechanical seals and bronze fittings designed to operate in a redundant lead lag arrangement with N+1 redundancy.

Estimated building chilled water demand at Design Development is 375 GPM.

Chilled water piping will be Schedule 40 black steel pipe with welded, threaded or flanged joints. Piping may be copper tube with solder joint for pipe sizes 2-inch and smaller. Underground chilled water piping will be pre-insulated Schedule 40 steel with welded fittings. Manual valves in chilled water piping systems will be ball valves for sizes 1 1/2-inch and smaller and integral gasketed butterfly valves for sizes 2 - inches and larger.

Chilled water flow control valves shall be ball valves for sizes 1 ¼ inches and smaller and globe valve for sizes greater than 1 ¼ inch. Chilled water flow control valves will be racked at a serviceable height within each of the mechanical rooms.

Chilled water piping systems will be designed for 150-psig working pressure. Chilled water piping located within the building will be insulated with fiberglass insulation with a foil-scrim-kraft vapor barrier and all service jacket covering. Within the mechanical room, chilled water piping will be insulated with cellular glass, a vapor barrier and aluminum jacket. Insulation thickness will be as required to prevent condensation on cold piping, and to prevent thermal losses on cold piping as required by the State Energy Code.

Pumps will be supported on vibration isolators with an inertia base.

Piping within the mechanical rooms and within a minimum of 75 feet of a pump will be hung from spring and neoprene vibration isolators.

AIR DISTRIBUTION SYSTEM

The building air distribution system shall consist of single duct variable volume modular central station air handling units, variable volume terminal units with hot water reheat, distribution ductwork and individual Direct Digital Controllers for each terminal unit.

Each central station air handling unit (AHU) shall be a single zone variable volume unit consisting of a plenum type supply fan array, chilled water cooling coil, outside air connection, return air connection and filter section. AHU supply fan shall be VFD controlled by a static pressure sensor using zone pressure reset. A two way control valve shall modulate chilled water through an integral cooling coil to control discharge air temperature.

Each separate zone in the building will have a dedicated variable air volume terminal unit complete with hot water heating and space temperature control. Each VAV terminal unit will be controlled by a factory mounted DDC Controller.

Building pressurization will be controlled by a centrally located pressure sensor and a motorized relief air damper. Building pressure sensor to be monitored by the DDC system and pressure will be controlled by the DDC system.

Each central station air handling unit will be controlled to deliver 55 deg F discharge air 100% of the time. Each individual zone terminal unit supply air volume and hot water reheat coil flow will be modulated to control individual zone space temperature.

OUTSIDE AIR DISTRIBUTION SYSTEM

The building outside air distribution system shall consist of a single variable volume modular central station air handling unit, variable volume terminal units with hot water reheat at each 100% OA lab space, distribution ductwork and individual DDC zone temperature controls.

Mechanical Narrative (cont.)

The central station outside air handling unit (OAU) shall be a single zone variable volume unit consisting of a plenum type supply fan array, hot water preheat coil, chilled water cooling coil, outside air connection and filter section. AHU supply fan shall be VFD controlled to a duct static pressure.

DUCT DISTRIBUTION SYSTEM

System type: All supply outside air and exhaust systems will be ducted. Supply air, outside air, and exhaust air ductwork will be fabricated of galvanized sheet metal in rectangular and round shapes according to SMACNA Duct Construction Standards for 2-inch and 4-inch Pressure Classification, and for Class A duct sealing. Insulated flexible ducts will be used for connections from supply air ducts to air outlets above ceilings.

4 inch pressure class ductwork will be used for all supply ducts upstream of terminal units in variable air volume systems. 2 inch pressure class ductwork will be used for supply ducts downstream of air terminal units and any constant volume systems. Return ductwork will be 4 inch pressure class throughout. Exhaust ductwork will be 2 or 4 inch pressure class as appropriate for each system.

Supply and return ducts in mechanical rooms, shafts, and above ceilings will be insulated with external fiberglass duct insulation with a foil-scrim-kraft vapor barrier jacket covering. Insulation thickness will be as required to prevent condensation, and to prevent thermal losses on hot piping. Thickness will be as required by the State Energy Code. Exhaust ducts will be insulated within fifteen feet of the exterior envelope.

Ducts within mechanical rooms and within 10 feet of an air handling unit will be suspended from spring and neoprene vibration isolators. Square elbows, mitered elbows, and square elbows with turning vanes will not be used.

Duct silencers will be used as needed to minimize the noise levels transmitted through the ductwork. In areas that require sufficiently low ambient noise levels, there will be a limited use of acoustical duct liner with antimicrobial coatings. The locations and extent of these areas will be indicated on the drawings.

AIR TERMINAL UNITS

Interior and exterior zones will be independently controlled by variable volume terminal units with hydronic heating coils. Terminal units will have a minimum occupied setpoint and an un-occupied setpoint to provide minimum ventilation levels to maintain pressurization and indoor air quality.

Large Toilet Rooms: Variable volume terminal units with hydronic heating coils to provide constant air flow into room. Primary air will modulate to provide space cooling and coils will provide space heating (if required).

Registers, Grilles and Diffusers: Exposed supply ducts will use louvered face diffusers or grilles. Horizontal bar and Flow Bar grilles and registers will be used on finished walls. Square vane diffusers and egg-crate type grilles and registers will be used in all ceilings.

Acoustic lined duct boot will be used at all return air wall penetrations and ceiling penetrations.

VAV system zoning.

- All zones to be VAV with hot water heating coils.
- Similar function spaces with similar load profiles will be reviewed for possible combining of thermal control. Distinctly separate areas will not be considered for combining, such as auditoria, offices, etc.
- Offices will be zoned with no more than three spaces per terminal unit.
- All Lab spaces will be served by dedicated terminal units.
- Classrooms and all rooms larger than 300 sf will be zoned with one room per VAV terminal unit.

Mechanical Narrative (cont.)

EXHAUST SYSTEM

Building general exhaust system shall consist of centralized roof mounted centrifugal exhaust fans and a ductwork distribution system that connects to each space having an exhaust requirement. Exhaust fans will be powered roof ventilators. Exhaust fans will be located in a manner to eliminate re-entrainment of exhaust air.

ELECTRICAL ROOMS/TELECOMMUNICATIONS ROOMS

Redundant water cooled, vertical computer room cooling units will be provided inside the first floor mechanical room to serve each of the electrical and telecom rooms.

Control dampers will be provided at each electrical and Telecom room for individual cooling control.

ELEVATOR MACHINE ROOM COOLING

Chilled water fan coil units will be provided to handle the thermal load for the elevator machine rooms. The cooling systems serving the machine room will also be on emergency power.

BUILDING AUTOMATION SYSTEM (BAS)

Building Automation System (BAS)/Direct Digital Control System (DDC):

- BAS will be a stand-alone DDC system with equipment as manufactured by Andover Controls. BAS will connect into the existing Andover Continuum WAN system.
- The BAS will provide direct digital control of all HVAC systems including air terminal units.
- The Human Machine Interface (HMI) providing operator interface for programming, control and monitoring will be through a Building Automation System Operations Interface Station (BASOIS) located within the building.
- All building functions for the new BAS for this building will also be available at the campus wide WAN HMI. The WAN HMI located in the campus facilities office, will communicate into the BAS LAN for this building using the existing WAN and SHSU VPN .

Building Automation System will control / monitor the following systems:

- Outside Air Handling Unit.
- Variable Volume Air Handling Units.
- Pressure independent VAV Air Terminal Units equipped with hot water heating coils.
- Pressure independent cooling only VAV Air Terminal Units.
- Pressure dependent cooling only varying volume damper zones.
- Building exhaust fans other than lab exhaust or lab fume hood exhaust.
- Building chilled water system.
- Building hot water system.
- Building sump pumps.
- Building central power conditions.
- Lab safety shower valve positions.
- Lab exhaust system.
- Lab Spaces.
- Domestic cold water GPM.
- Domestic hot water GPM.
- Energy Usage.
- Chilled water GPM and Tons.
- Hot water GPM and BTUs.
- Irrigation GPM.
- Natural gas consumption metering.

Mechanical Narrative (cont.)

Building Automation System Control Schemes will include:

- Space temperature setpoint settings, deadband settings, nighttime setback settings, space occupancy conditions, corresponding primary air supply duct static pressure reset routines complying with ASHRAE 90.1-2010.
- Air side economizer cycle triggered on outside air enthalpy conditions for each Primary VAV Air Handling Unit.
- Most efficient operation and Lead / Lag operation for the two building hot water pumps and two condensing boilers.
- Most efficient operation and Lead / Lag operation for the two building chilled water pumps
- Space temperature control for Labs.
- Accepting of Input information from the Lab Fume Hood Control/ Lab Room Pressure Control System (Lab Fume Hood Control and Lab Room Pressure Control are distinct separate dedicated complete operating subsystems without any interaction to / from the BAS.)

BUILDING SYSTEMS STARTUP AND VERIFICATION

Testing and Balancing: HVAC air and water systems will be tested, adjusted, and balanced by an approved independent AABC or NEBB certified agency.

Equipment Startup and Testing: The Mechanical Contractor will be responsible for equipment startup and testing. Each piece of equipment will be started and checked out according to manufacturer's recommendation to assure proper operation before occupancy.

Owner Training: The Mechanical Contractor and equipment vendor will demonstrate the operation and maintenance procedures of each mechanical system or equipment item for the Owner's representative before occupancy.

Automatic Control System Testing: The Automatic Control System will be started and checked out by the System Installer and by the Mechanical Design Engineer to assure proper operation and conformance with requirements before occupancy.

MECHANICAL SYSTEM ENERGY SAVING FEATURES

- Variable flow primary chilled water pumping.
- Variable speed drives on all chilled water pumps.
- High efficiency (93-96%) condensing boiler for heating and summer reheat.
- Variable speed drives on all heating water distribution pumps.
- Two-way chilled water and heating water control valves to minimize total water flow requirements when cooling or heating requirements are lower than design conditions.
- Variable speed drives on all supply and return fans.
- 100% outside air economizer cooling on all air handling units.
- Variable Air Volume central air handling units.
- Carbon dioxide sensors for demand control ventilation in densely populated spaces.

LAB SPECIFIC MECHANICAL SYSTEMS

HVAC LAB EXHAUST SYSTEM DESCRIPTIONS

LEF-1A and LEF-1B Lab Exhaust Fans, manifolded together on the Lab Exhaust system ductwork, each sized for approximately 80% of the connected simultaneous peak load system airflow, serve exhausted spaces and exhausted source control devices as noted below. LEF-1A and -1B fans will be staged in sequence with the bypass air damper as required to maintain exhaust duct static air pressure at setpoint. A single fan would be expected to operate for all but a few peak hours each year.

Mechanical Narrative (cont.)

An 18' tall stack will be installed to achieve an effective stack height of 25 feet above the roof line, even with a 15 mph wind speed. At a 10 mph wind speed, the effective stack height is 35 feet above the roof line. The recirculating downwash of wind on the east side of the Fred Pirkle Engineering Technology Center (FPETC) in the Zone of Recirculating Flow (see Figure below) contains the outdoor air intakes located on the west face of the neighboring Chemistry & Forensics Science Building located approximately sixty feet away from the FPETC.

LAB-SPECIFIC HVAC REQUIREMENTS

SUPPLY AIR ZONING

Each space will be individually controlled by its own DDC controller and space sensor. Demand controlled ventilation, consisting of a space mounted carbon dioxide sensor, will be provided for each of the following spaces: Collaboration area, CAD Lab #1, CAD Lab #2, and Computer Lab/Seminar Room.

SPACE CONDITIONS

Each space temperature setpoint will include a five degree deadband such that no cooling occurs below 74 deg F and no heating occurs above 69 deg F.

EXHAUST AND PRESSURIZATION

Fully exhausted spaces will have space pressurization controlled to be negative with respect to the adjoining space via use of actively controlled pressure independent exhaust air valves. Positive pressure space pressurization (clean manufacturing #1, clean manufacturing #2) served by the return air system will be passively maintained at a relative positive pressure via use of restrictive return air paths.

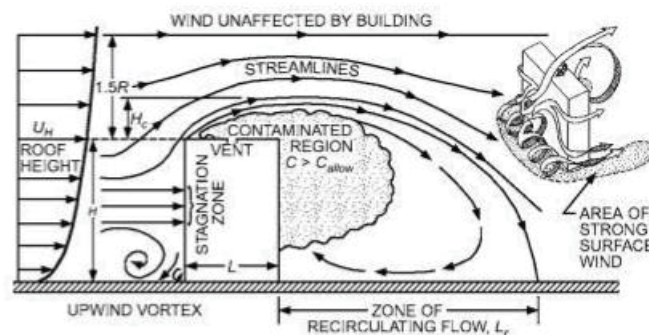


Fig. 4 Flow Patterns Around Rectangular Building

Mechanical Narrative (cont.)

Exhausted Spaces and Source Control Exhaust Devices

- Spaces in which the entire space is fully 100% exhausted include: Machine shop (general exhaust and welding arm exhaust), Small wet lab (provisions for a single six foot fume hood), Animal Science research lab (provisions for a single six foot fume hood and an additional 500 cfm of canopy exhaust), Wildlife/Physiology Lab #1, Wildlife/Physiology Lab #2, Prep Lab/Storage (provisions for flammable storage cabinet and dissection storage cabinet exhaust).
- Spaces which are partially exhausted and partially returned: wood shop.
- Return air spaces which contain provisions for exhausted devices: collaboration space (snorkel), clean manufacturing #1 (snorkel), clean manufacturing #2 (snorkel).
- Return air spaces which contain provisions for future exhausted devices: Energy systems sustainability lab (snorkel).

The wood shop will be outfitted with a portable recirculating dust collector which will clean the air of particulate. No permanent dust collector exhaust system is included. The portable recirculating dust collector shall be manually operated by the occupants of the wood shop and located near the dust generating operation.

Flammable storage cabinet exhaust is provided at the request of the Users. NFPA-30 does not require exhausting of flammable storage cabinets. A supply air duct connection will be provided to the upper bung connection of each flammable storage cabinet to furnish the air to be exhausted out of the bottom bung connection.

AIR DISTRIBUTION

Lab exhaust ductwork system will be constructed of both welded stainless steel and non-welded galvanized steel; see the Campus Standard discussion below. All lab exhaust ductwork will be constructed to 6" w.g. pressure class. The building's floors do not have a Code-required fire rating, therefore no fire-rated shafts and no fire dampers are proposed for the lab exhaust duct riser; but each floor penetration will be firestopped with a through-penetration firestop system. No exterior duct is proposed, entry to the LEF exhaust plenum shall be from directly below the roof with sound attenuation lagging added to the exterior of the ductwork immediately below the fans.

Return Air is transferred out of the spaces via metal ductwork to return to the AHUs. Return air shall be fully ducted above egress corridors.

Supply air diffusers shall be 48" long linear slot diffusers with located within three feet of exterior all glazing. A single slot diffuser shall be located in front of each window that is not in a curtainwall assembly. At the curtainwall assembly glazing the slot diffusers shall abut each other to form a continuous air distributing curtain for the entire length of the glazing. Within the small wet lab, animal science research lab and the prep lab all supply air diffusers shall be 24"x48" perforated face aluminum laminar flow diffusers similar to Price model LFD.

SUPPLY COOLING AIR, OUTDOOR VENTILATION AIR, AND LAB EXHAUST AIR

Based on schematic design inputs, the following peak airflow capacities are required for the BSALS designated spaces:

ACOUSTICS

Acoustic performance of the spaces is a priority of the project based on the requirement to achieve Research & General Labs at NC35 and Teaching Labs at NC30. The spaces designated for NC35 are: Machine shop, wood shop, small wet lab, and Research Lab. All other "lab" spaces will be designed at an NC30 level due to the inclusion of students and/or lecturing in these spaces.

Each terminal unit shall be provided with a 36" long discharge sound attenuator.

In spaces without full ceiling coverage, the terminal units shall be located within the bulkhead immediately inside each of the exterior spaces. Supply air ductwork located within these exterior spaces shall be routed such that diffusers are located within five feet of the exterior glazing. The exterior diffusers shall be mounted within round

Mechanical Narrative (cont.)

double-wall insulated supply duct with double-wall insulated fittings. Glass fiber insulation mounted between the solid outer duct wall and solid inner duct wall shall be 1-1/2" thick, 3.0 pounds per cubic foot density. The two story collaboration space shall have exposed ductwork near the top of the second level and also at the floor of the second level.

Acoustical treatment on at least 90% of exposed horizontal underfloor surface above the exterior rooms without ceilings by architectural trades with minimum x performance.

Lab exhaust fans are equipped with sound attenuation to achieve 55 dBA at a fifty foot distance from the fans.

Heating

Building Level	Supply Cooling Air (cfm)	Outdoor Ventilation Air (cfm)	Lab Exhaust Air (cfm)	Air Heating (Btu/hour)
1	9,500	1,300	2,400	105,000
2	11,000	1,200	150	75,000
3	9,800	1,400	5,200	140,000
4	-	-	0	-

Heat is provided via overhead air distribution, with air directed toward the exterior walls. Each terminal unit is provided with a hydronic heating coil. Heating coils shall be three rows for terminal units in spaces which are 100% exhausted, two row coils for all other spaces.

BUILDING AUTOMATION SYSTEM (BAS) - ENVIRONMENTAL CONTROLS

Energy Performance features shall meet the provisions of ASHRAE 90.1-2010 including space setpoint deadbands, space setback temperatures, space occupancy inputs, supply duct static pressure reset, and HVAC controls system commissioning. The BAS shall provide digital inputs from wall mounted rough-in boxes at two locations in the Animal Science Prep Lab and two locations in the Animal Science Research Lab for use as equipment alarms inputs from freezers. The BAS shall monitor each of the safety shower valve positions.

All spaces shall be variable air volume supply air with hydronic heating of the airstream. Spaces which are 100% exhausted shall have variable exhaust airflow which tracks the variable supply airflow by an offset amount (typically 100 cfm negative or 100 cfm positive). The supply air volume tracks the exhaust air volume while the space sensor controls the heating water coil valve to meet the space temperature setpoint.

Fume hoods shall be outfitted with a BAS-furnished face velocity monitor which shall display face velocity to the local User. The fume hood shall be set up to provide 80 fpm sash opening velocity at an 18" sash height. The fume hoods shall be variable volume and equipped with sash sensors. The fume hood exhaust system shall include a mechanically pressure-independent variable air volume venturi valve with fast-acting actuator (less than four seconds full stroke) and airflow measuring capability on each fume hood. Spaces with fume hoods will each have a general exhaust air valve also. Fume hood exhaust valve, actuator and face velocity monitor shall be furnished as an integrated subassembly as furnished by Phoenix Controls, TSI, or Siemens.

Prep Lab/Storage will be outfitted with a single constant volume exhaust air valve for the exhausted enclosures and a variable volume general exhaust air valve to exhaust the space.

Machine shop contains future exhaust air provisions for up to two articulated welding exhaust fume arms (the articulated welding arms are not included in scope of project). The room will be 100% exhausted when combined with administrative controls are expected to meet OSHA requirements for exposure to hazardous substances (cutting oils, fumes, etc.). A general exhaust air valve will also be provided for this space.

Mechanical Narrative (cont.)

Clean Manufacturing #1 and #2 each contain a single exhaust snorkel local switch to open and close the exhaust air valve in order to meet acoustic design requirements of the spaces. These digital inputs to a room level controller shall be utilized to adjust supply air volumes based on switch position.

Wildlife/Physiology Lab #1, Wildlife/Physiology Lab #2 spaces shall be furnished with a local switch to override the supply airflows and exhaust airflows to maximum settings in order to facilitate removal of vapors associated with dissection activities occurring within the spaces. The local switch will have an adjustable (two hour) timer associated with it within the programming. These digital inputs to the room level controllers shall be utilized to override supply air volumes and exhaust air volumes based on switch position.

The BAS shall be all direct digital control (DDC) with electric actuation and a first tier building level Ethernet BACnet-IP network utilizing components similar to Andover Continuum which supports StruxtureWare software. There will be a single unified BAS provided for the entire building. Programmable zone controllers for labs with fume hoods and for spaces noted above with additional exhaust or switches shall be located on the first tier building level network. Second tier floor-level network may be BACnet MS-TP or Infinet protocol. All zone DDC points will be graphically programmed for remote operator manipulation except for the fume hood face velocity controller. No provision for an operator's workstation or printer is provided for this project. All face velocity control settings shall be made locally at the fume hood; sash position will not be transmitted across the network.

Space sensors will not have local setpoint adjustment capability. Carbon dioxide sensors shall be non-dispersive infrared type. Occupancy sensors and additional relays needed for the BAS are provided by the Electrical Contractor.

TEST, ADJUST, BALANCE (TAB) AND COMMISSIONING

Fume hoods shall be started up and certified by the Contractor. HVAC System commissioning shall include zone level operational commissioning of 100% of the HVAC terminal units and exhaust air valves in each space which is served by lab exhaust. All spaces shall receive airside and waterside TAB.

Commissioning will be performed by the contractor per the Texas State University System Design and Construction Standards, Division 1, Section 01 91 00 General Commissioning Requirements.

CODES AND STANDARDS OF NOTE WITH ADDITIONAL DESIGN PROVISIONS

- NFPA-101-2012 applies for State Fire Marshal, Texas Government Code 417.008(e) (Texas Administrative Code Title 28, Part 1, Chapter 34, Subchapter C, Division 1, Rule 34.303)
- International Building Code 2012 714.4.2.1 allows the lab exhaust duct to connect not more than five stories without fire dampers while penetrating non-fire-rated floors if each floor penetration is firestopped with a through-penetration firestop system.
- International Mechanical Code 2012 does not require University/College Laboratories to be exhausted. ASHRAE 62.1-2013 requires exhaust for Educational Science Laboratories (up to grade 12 students) but has no minimum requirement to exhaust University/College Labs. The portable, electric clamshell grille (Panini press) is not considered a commercial cooking appliance (Section 202) as it is being used for non-commercial research. No commercial kitchen cooking hood or exhaust system is proposed to be provided for the clamshell grille.
- Indoor Air Quality is provided per ASHRAE-62.1-2013 (Design and Construction Standard 4.00.00 "current adopted version" as published by the authoring agency).
- Energy Conservation is provided per ASHRAE-90.1-2010 which meets the requirements of Title 34, Part 1, Chapter 19, Subchapter C, Rule 19.32 (3) which specifies ASHRAE-90.1-2010.
- Labs 21 (as listed as a basis of design standard in Design and Construction Standard 04.01.02) incorporates features of Best Practice Guides and Design Guide as applicable.
- ANSI Z9.5-2012 requires two exhaust fans (5.4.3.10) and that the exhaust stack shall be a minimum of 10 feet above the roof with a vertical discharge (5.4.6).

Mechanical Narrative (cont.)

- NFPA 90A (as required from NFPA-101-2012 9.2.1) requires smoke and flame spread ratings for materials located within return air plenums.
- NFPA 45-2011 (as required from NFPA-101-2012 9.2.4) for ventilating systems in laboratories using chemicals, applies to the laboratory exhaust system. Lab units and lab hoods shall be continuously ventilated (8.2.2), with Emergency Low Supply Air Mode (ELSAM) control (8.2.5), negatively pressurized lab work areas (8.3.3), and an exhaust stack that should extend 10 feet above the roof (A8.4.12).
- Local municipal codes are not applicable (per Design and Construction Standard 4.00.00). Huntsville Code of Ordinances Section 32-23(d), while not including a specific noise requirement for exterior mounted mechanical equipment, does in part (2) limit certain other noises to 65 dB(A) at a distance 50 feet from the building or at the property line. The Lab Exhaust System will meet this requirement.

Plumbing Narrative

PLUMBING SYSTEMS

UTILITY CONNECTIONS

New services will be extended to the building from available municipal and SHSU utility services. The following services are required, which will be extended to 5 feet outside of the building foundation for continuation by SHSU or the Site Work Contractor, as applicable:

Domestic Water: A new, metered 3" domestic water line will be provided. The water service will enter at the southeast corner of the Mechanical Room on Level 1. Monitoring of building water flow and consumption via connection to the Building Management System (BMS) will be coordinated between SHSU and the Site Work Contractor.

Fire Protection Water: A new 6" fire protection water line will be provided, and will include a double-check detector type backflow preventer with a stainless steel body at the fire riser. The fire line will enter at the southeast corner of the Mechanical Room on Level 1.

Sanitary Sewer: A new 6" sanitary sewer sloped at 1/8-inch per foot minimum will connect to the new building from the north side.

Natural Gas: A new, high pressure natural gas line will be provided by the local utility company. The gas meter and pressure regulator(s) will be located on the south side of the building on Level 1, near the Service Yard outside of the Mechanical Room.

DOMESTIC WATER SYSTEMS

Domestic cold and hot water piping will be provided with appropriate backflow protection to building fixtures and equipment, including a Reduced-Pressure Zone (RPZ) type backflow preventer at the building entry. Piping will be concealed within building shafts, walls, and above ceiling spaces in public, finished areas wherever possible.

Water piping will be Type L hard copper tube with copper, solder-joint fittings and lead-free soldered joints. Water piping systems will have a minimum working pressure of 125-psig.

Domestic water heating will be provided by two gas-fired, low-NO_x, storage-type heaters located at the east end of the Mechanical Room on Level 1. The basis of design will be the PVI Model 20 L 100A-GCL "Conquest," which includes 100 gallon storage capacity, 199,900 btu/hr heating capacity each, and a 15-year tank-corrosion warranty. An expansion tank will be provided between the heaters and the nearest upstream check valve. Water will be heated and stored at 140°F for the prevention of Legionella. Water for sinks and lavatories will be distributed to the building at 120°F through a primary mixing valve located near the water heaters. A riser supplying mop sinks will be provided at 140°F. Tepid water for emergency showers and eye wash stations will be provided through mixing valves with cold-water emergency bypass that will be located near each group of emergency fixtures.

In-line centrifugal circulating pumps will be provided to re-circulate domestic hot water, with balancing valves located on each floor. Aquastats and timers will be provided for automatic control of the pumps, in compliance with energy conservation standards.

Water piping will be provided with shutoff valves for isolation of piping sections for maintenance and repair. Valves in domestic water piping systems will be two-piece, full-port ball valves for sizes 2-inch and smaller, and butterfly valves for sizes 2-1/2-inch and larger. Valve stems will extend outside of the insulation for accessibility.

Plumbing Narrative (cont.)

Domestic water piping will be insulated with mineral fiberglass insulation with factory-applied all-service-jacket covering on hot water and hot water return lines, and flexible, cellular elastomeric insulation on cold water lines. Insulation thickness will be 2-inch on hot water and hot water return lines and 1-inch on cold water lines, in accordance with SHSU Standard 220700.

Water pressure at the site has been tested and the results confirm the need for a booster pump system. In order to achieve the pressure and flow required, a triplex system with VFD control shall be provided within the Mechanical Room on Level 1. The anticipated size of each pump is 30 PSI at 65 GPM.

WATER SOFTENING

Water quality as reported from the City of Huntsville indicates hardness values in the range of 9-11 grains per gallon. In accordance with good practices and in order to provide softened water to point-of-use Reverse-Osmosis (RO) machines, a water softener will be provided. Softened water will be routed to both the RO machines as well as the domestic water heaters.

RAINWATER AND CONDENSATE COLLECTION SYSTEM

A Collection tank outside the south side of the building will be provided for collection of rainwater from the roof and condensate from air conditioning units. Primary filters will be provided for removal of any larger debris from the rainwater prior to entering the tanks. Tank overflow piping will be provided at the top of the tanks, with valves for draining the tanks provided at the bottom.

Collected water will be used for irrigation; however that system would be designed and installed by irrigation system specialists. Backup water will be supplied for irrigation, with RPZ backflow protection provided by the Plumbing Contractor, for continuation by the Irrigation Contractor.

STORM WATER DRAIN SYSTEM

Stormwater and stormwater-overflow piping will be sized for 5 inches-per-hour of rainfall. Stormwater drain piping will extend from roof drains to the rainwater collection tanks outside the south side of the building, with tank overflow piping spilling to grade. Piping in public areas will be concealed within building ceiling and wall cavities wherever possible.

Stormwater piping will be provided from building roof drains and will be routed through a 10" storm sewer line to the rainwater and condensate collection tanks that will be located outside the south end of the building, and will include primary filtration before emptying into the tanks. Horizontal stormwater piping will be sloped at 1/8-inch per foot minimum. Overflow piping from the tanks will be spilled to grade

Roof storm water overflow will occur through interior building rainwater leaders discharging onto grade through downspout nozzles. Above grade horizontal storm water collection piping below the roof level will be service weight cast-iron pipe and fittings with heavy-duty, no-hub couplings. Below grade storm water piping will be service weight cast-iron with hub-and-spigot compression fittings and gasketed joints.

Roof drains will be having cast-iron bodies and cast-iron dome strainers. Roof drain bodies, horizontal storm water piping to the connection to main vertical piping, and 5 feet of vertical piping past the connection will be insulated with flexible, cellular elastomeric insulation. Insulation thickness will be 1-inch.

Sanitary Waste and Vent Systems

Sanitary waste piping will be routed by gravity to new sanitary sewer connections. Piping will be below grade, or concealed within building ceiling and wall cavities if possible. Sanitary vent piping will extend to the roof.

Plumbing Narrative (cont.)

Above ground sanitary waste and vent piping will be service weight cast-iron pipe and fittings with heavy-duty, no-hub couplings. Below grade piping will be service weight cast-iron with hub-and-spigot compression fittings and gasketed joints.

Cast-iron floor drains and cleanouts will be provided according to need. Frames and strainer cover plates will be nickel bronze materials in finished areas. Floor drains will be provided with trap primer connections. Water for trap priming will be supplied from the tailpiece of lavatories where they are located nearby, and with automatic trap priming devices where lavatory tailpieces are not available.

In Mechanical Rooms with condensate generating equipment, a 12-inch x 12-inch floor sink will be provided in accordance with SHSU Standard 220001.

ELEVATOR PIT DRAINAGE SYSTEM

A 100 GPM sump pump (50 GPM per cab in accordance with ASME A17.1) will be provided within a minimum 2-foot x 2-foot x 2-foot structural pit in one corner of the elevator pit. The system will be connected to audible and visible alarms, and will contain provisions for connection to the building's BMS. Piping will be discharge to the sanitary system via an air gap, and will be provided with a sample port outside of the building before connecting to the main sanitary pipe serving the building.

PLUMBING FIXTURES

Commercial quality plumbing fixtures and trim will be provided for the base building according to programmed need. Vitreous china fixtures will be as those by American Standard or Kohler; flush valves by Zurn or Sloan; faucets by Moen, American Standard, Chicago, or T&S Brass; sinks by Elkay, Griffin, or Just; service sinks by Fiat or Stern & Williams; and electric water coolers by Elkay, Haws, or Halsey Taylor.

Fixtures will be of the following types:

- Water Closets: Floor mounted or wall hung, vitreous china with exposed, 1.28 gallon per flush piston-type flush valves.
- Urinals: Wall-hung, vitreous china with exposed 0.25 gallon per flush piston-type flush valves.
- Lavatories: Wall-hung and counter-mounted, vitreous china types. Faucets for public lavatories will be metering, electronic sensor type with brass construction.
- Sinks: Counter-mounted, stainless steel, various types and sizes. Faucets will be gooseneck type with 4-inch wrist-blade handles.
- Service Sinks: floor-mounted, molded stone receptor types. Faucet will be wall-mounted with vacuum breaker and pail hook.
- Electric Water Coolers: Wall-hung, stainless steel, electric refrigerated types with 8 gallon per hour capacity. Bottle filling stations may be provided at certain locations as determined during future design.
- Wall Hydrants: Non-freeze, keyed types at the building exterior.

Plumbing fixtures will be selected and arranged to be ADA and TAS compliant.

NATURAL GAS SYSTEM

Natural gas piping will be provided for mechanical equipment use. Gas piping will be Schedule 40 black-steel pipe with malleable iron, threaded fittings. Gas piping distribution pressure inside the building will be 2 psig or less, with pressure regulators at the equipment as required. Gas piping routed on the roof to equipment will be painted for corrosion resistance.

Plumbing Narrative (cont.)

LAB-SPECIFIC PLUMBING REQUIREMENTS

BUILDING SPECIFIC REQUIREMENTS OR EXCLUSIONS

Since the building is Type II, B construction it is assumed that no walls or floors will be rated with the exception of the 3-story opening for the pendulum. The lack of rated walls corresponds to minimal fire-stopping requirements. Only areas specifically called out are required to be fire-stopped including any floor penetrations.

DOMESTIC WATER – HOT / COLD / SANITARY / VENT / PURPLE PIPE

The fixture units in each space are included in the matrix included at the bottom of the plumbing section of this narrative. Plumbing fixtures will comply with all water usage standards set forth in ASHRAE 90.1-2013 and the SECO guidelines.

Eyewashes will be served with tepid water from a mixing valve. The building will have a single domestic water system which will serve both the labs and non-lab areas (i.e. no separate non-potable water system is proposed for the labs.) There will be a single mixing valve per floor to serve the eyewashes and located for easy accessibility. Eyewashes will be located in the following locations:

- Animal Science Wildlife/Physiology Room 1
- Animal Science Wildlife/Physiology Room 2
- Animal Science Prep Lab
- Animal Science Research Lab
- Small Wet Lab
- Wood shop
- Machine shop

The Safety shower will be furnished in the following locations:

- Collaboration Area

The Safety shower will be served with tepid water (85 degF) provided from a single mixing valve which serves all the showers on each respective level of the building. A Floor drain will be provided at safety shower. The Safety shower will have a flow switch that will be tied back into the Building Management System to provide an alarm in the event the shower is activated.

LAB SPECIFIC EQUIPMENT

Equipment air compressor will be a single compressor unit with 5HP compressors. This system will serve rooms indicated requiring compressed or lab air on the matrix included in the plumbing section of this narrative. The system will supply 100 psig dry air with the use of a desiccant dryer and should be included in the cost of the air compressor system.

Lab vacuum will be accomplished with small point of use systems which are Owner Furnished and Owner Installed. At each location determined in the plumbing matrix, a local vacuum pump will be specified. The pump will be rotary vane, capable of 1 cfm at 20 in Hg similar to a Gast 0523. The pump will be supplied with bottles that can be emptied as needed. Acoustic enclosures and drain pans for vacuum pumps will be provided by architectural trades as required.

Reverse Osmosis (RO) water will be provided by systems which are Owner Furnished and Owner Installed point of use systems mounted near certain sinks. A water spigot and 120V receptacle will be located several feet above the sinks near a shelf provided by the architectural trades. The point of use RO systems will require soft cold water serving them.

Plumbing Narrative (cont.)

For any acid used in the lab that is discarded, local systems to neutralize the acid prior to it being discharged into the building sanitary system will be provided by the lab occupants. CPVC sanitary waste piping will be provided from each sink to where it combines with a building sanitary pipe which is at least 3" in diameter in each of these spaces: Small Wet Lab, Animal Science Research Lab, and Prep Lab/Storage.

Natural gas will be provided to the Small Wet Lab. A zone valve will be located just outside the Small Wet Lab to afford the ability to valve off the natural gas from outside the lab. An access panel will be installed below the zone valve to access the dirt leg for maintenance purposes.

Below is a list of room specific requirements that are not mentioned anywhere else within this document:

- Floral Design Lab: 4" floor drain, 24"x24"x8" mop sink
- Horticulture Walk-in Cooler: 4" floor drain
- Horticulture Display Cooler: 4" floor drain
- Collaboration Area: Emergency Shower, (2) 4" floor drains
- Small Wet Lab: 4" floor drain, natural gas
- Exterior Covered Work Area: Hose Bibb (not in program but recommended)
- Energy System/Sustainability Lab Exterior Terrace: Hose Bibb, trench drain (detailed in civil drawings)

Trap primers will be utilized for all floor drains. Each line will be isolated with a valve that is easily accessible.

TEST, ADJUST, BALANCE (TAB) AND COMMISSIONING

The contractor shall include the testing and balancing of the domestic heating hot water system at locations where balance devices are located.

Commissioning will be performed by the contractor per the Texas State University System Design and Construction Standards, Division 1, Section 01 91 00 General Commissioning Requirements.

CODES AND STANDARDS OF NOTE WITH ADDITIONAL DESIGN PROVISIONS

- NFPA-101-2012 applies for State Fire Marshal, Texas Government Code 417.008(e) (Texas Administrative Code Title 28, Part 1, Chapter 34, Subchapter C, Division 1, Rule 34.303)
- International Building Code 2012
- International Mechanical Code 2012
- International Plumbing Code 2012
- International Fuel Gas Code 2012
- Texas Accessibility Standards and the Americans with Disabilities Act (ADA) 2012 standards
- Energy Conservation is provided per ASHRAE-90.1-2010 which meets the requirements of Title 34, Part 1, Chapter 19, Subchapter C, Rule 19.32 (3) which specifies ASHRAE-90.1-2010. The same section of the Texas Administrative Code addresses water conservation and references "Water Efficiency Standards for State Buildings and Institutions of Higher Education Facilities" as prepared by State Energy Conservation Office (SECO) as the water design standard.
- Labs 21 (as listed as a basis of design standard in Design and Construction Standard 04.01.02) incorporates features of Best Practice Guides and Design Guide as applicable.
- Local municipal codes are not applicable (per Design and Construction Standard 4.00.00).

CAMPUS STANDARDS SUMMARY AND PROPOSED IMPLEMENTATION

SHSU campus standard document requirements will be incorporated as written and understood into the Project Documents.

Plumbing Narrative (cont.)

PLUMBING REQUIREMENT MATRIX

Room Name	Domestic Cold (FU)	Domestic Hot (FU)	Waste (DFU)	RO (gpm)	Utility air (scfm)	Lab Air (scfm)	Lab Vac (scfm)	Natural gas	Acid Waste (DFU)	Local acid controls (Y/N)
Innovation Lab										
Collaboration Area	6	6	8	0	8	0	Note 1	0	0	N
Small Wet Lab	3	3	4	Note 2	0	1	Note 1	Yes	2	Y
Room Name	Domestic Cold (FU)	Domestic Hot (FU)	Waste (DFU)	RO (gpm)	Utility air (scfm)	Lab Air (scfm)	Lab Vac (scfm)	Natural gas	Acid Waste (DFU)	Local acid controls (Y/N)
Clean Manufacturing 1	1.5	1.5	2	0	0	1	Note 1	0	0	N
Clean Manufacturing 2	1.5	1.5	2	0	0	1	Note 1	0	0	N
Secure Tool Storage	0	0	3	0	0	0	0	0	0	N
Extended Covered Work Area	3	0	0	0	0	1	0	0	0	N
Extended Bulk Storage	0	0	0	0	0	0	0	0	0	N
Machine Shop	3	3	4	0	4	0	0	0	0	N
Wood Shop	3	3	4	0	4	0	0	0	0	N
Electronics										
Electronics/Robotics Lab 1	0	0	0	0	0	0	0	0	0	N
Electronics/Robotics Lab 2	0	0	0	0	0	0	0	0	0	N
Lab Storage	0	0	0	0	0	0	0	0	0	N
Energy Systems/Sustainability										
Energy Systems/Sustainability Lab	1.5	1.5	2	0	0	0	0	0	0	N
Lab Storage	0	0	0	0	0	0	0	0	0	N
Exterior Green Terrace	3	4	0	0	1	1	Note 1	0	0	N
Wind Tunnel	0	0	0	0	0	0	0	0	0	N

Plumbing Narrative (cont.)

PLUMBING REQUIREMENT MATRIX (CONTINUED)

Computer Aided Design										
CAD Lab 1	0	0	0	0	0	0	0	0	0	N
CAD Lab 2	0	0	0	0	0	0	0	0	0	N
Print/Plot Area	0	0	0	0	0	0	0	0	0	N
Supply Storage	0	0	0	0	0	0	0	0	0	N
Server Room	0	0	0	0	0	0	0	0	0	N
Agribusiness/Communications										
Computer Lab/Seminar Room	0	0	0	0	0	0	0	0	0	N
Workroom/Multimedia	1.5	1.5	2	0	0	0	0	0	0	N
Room Name	Domestic Cold (FU)	Domestic Hot (FU)	Waste (DFU)	RO (gpm)	Utility air (scfm)	Lab Air (scfm)	Lab Vac (scfm)	Natural gas	Acid Waste (DFU)	Local acid controls (Y/N)
Animal Science										
Wildlife/Physiology Lab 1	6	6	8	0	0	0	0	0	0	N
Wildlife/Physiology Lab 2	6	6	8	0	0	0	0	0	0	N
Prep Lab/Storage	1.5	1.5	2	0	0	0	0	0	2	Y
Research Lab	3	3	4	Note 2	0	5	Note 1	Yes	2	Y
Horticulture and Crop Science										
Floral Design Lab	6.5	6.5	9	0	0	0	0	0	0	N
Storage Room	0	0	0	0	0	0	0	0	0	N
Walk-in Cooler	0	0	0	0	0	0	0	0	0	N

Notes:

1. Point of use vacuum system will be designed for this space
2. Point of use RO system will be designed for this space. Soft cold water is required. Note there are 2 locations for RO water in the Research Lab.

Electrical Narrative

ELECTRICAL SYSTEMS

CODES AND STANDARDS

- 2012 International Building Code,
- 2011 National Electrical Code,
- ASHRAE 90.1-2010 Energy Standard for Buildings Except Low-Rise Residential Buildings
- NFPA Standards 101
- SHSU campus standard document requirements will be incorporated as written and understood into the Project Documents.

Commissioning

Commissioning will be performed by the contractor per the Texas State University System Design and Construction Standards, Division 1, Section 01 91 00 General Commissioning Requirements.

POWER DISTRIBUTION SYSTEM

The facility shall be fed from a new pole mounted 15kV Delta to 480/277V wye three-phase, four wire utility transformer. The service transformer shall then feed a metal enclosed Main Switch Board 'MSB' via underground secondary duct bank that shall consist of 5 sets of 4"C, 4#500 Kcmil, with (1) spare 4"C.

The 'MSB' shall contain draw out power circuit breakers with solid state trip circuitry. The 'MSB' shall have a 1600 amperes main circuit breaker, three-phase, four-wire, with ground-fault circuit interruption (GFCI), zone selective interlocking, integral surge protection device, power quality meter, short-circuit current rating of 65kAIC, and fully rated copper bus bars. The 'MSB' shall be sized for a minimum of 25% spare capacity. The 'MSB' shall serve distribution, lighting, and power panelboards throughout the facility.

Panelboards shall be a combination of main lug only, and main circuit breakers. Panelboards shall have fully rated copper bus bars. Panelboards shall have a hinged door within a hinged cover. 208/120V panelboards shall have an integral surge protection device and be fed from localized delta to wye three-phase dry type transformers.

GROUNDING SYSTEM

The facility shall have a ground ring consisting of # 4/0 bare, stranded copper conductor buried 2-feet below final grade, 2-feet from the foundation. Ten-foot long driven ground rods shall be bonded at each steel column. From this perimeter ring there shall be a #4/0 bare, stranded copper conductor extended and bonded to a 20-foot length of faux re-bar within a structural grade beam, using exothermic welding for the connections, to create a NEC-required "Ufer" ground. There shall be a ground located in every Electrical room and Telecommunication room.

EMERGENCY POWER SUPPLY SYSTEM

The EPSS shall be comprised of a natural gas generator. Both life safety and optional stand-by bypass isolation Automatic Transfer Switches (ATS) shall be utilized. The EPSS system shall serve the elevator, elevator lights, and the Fire Alarm Control Panel (FACP) of the life safety ATS. The EPSS shall serve freezers and coolers as well as other optional stand-by loads as requested from SHSU.

Electrical Narrative (cont.)

INTERIOR/EXTERIOR

Interior/Exterior lighting shall be designed by Four Points Lighting Design. Jose I. Guerra will ensure that the lighting design meets the ASHRAE 90.1, 2010 Space-by-Space Method Lighting Power Density as well as trying to achieve the target of 25% below the maximum Lighting Power Density.

Life safety exit and egress pathway lighting shall be provided in accordance with the IBC. Emergency power shall be provided to these fixtures by means of integral mounted battery inverter with self diagnostics. The battery inverter shall provide local control over the emergency lighting and in the event of loss of power shall override the local switch and energize the light.

LIGHTING CONTROLS

Lighting control shall be accomplished in all areas using low voltage dual technology occupancy sensors operating in the vacancy mode (manual on – automatic off) with the exceptions of the following areas which shall be controlled with automatic on – automatic off: Public corridors and stairwells, restrooms, and primary building entrance areas and lobbies. The occupancy sensors can be stand alone or a facility wide lighting control system, SHSU to confirm.

Lighting controls shall not be installed in electrical rooms.

Daylight harvesting shall be accomplished in daylight areas utilizing stand alone photo sensors or a facility wide lighting control system, SHSU to confirm.

WIRING DEVICES

Wiring devices shall be located per good engineering practice and coordination with the design team. 50% percent of the receptacles located in private offices, open offices, and computer classrooms shall be controlled through the occupancy sensor serving that area.

LAB SPECIFIC ELECTRICAL REQUIREMENTS

DEDICATED LAB/AREA PANELS

- Collaboration Area panel
- Machine/Wood Shop panel
- Clean Manufacturing/Wet Lab panel
- Research Lab panel

GENERAL

The electrical system will be provided in compliance with National Electric Code (NEC), NFPA 101, ASHRAE 90.1-2010, International Building Code 2012 and all other applicable codes and standards.

All life safety lighting shall have battery back-up. Occupancy sensors and daylight harvesting will be utilized for lighting controls in locations listed in the specific spaces below. All other lighting will be fluorescent and will have T5, T5HO or T8 lamps depending on the application. Recessed can lighting will be compact fluorescent. Spaces requiring dimming controls will be LED.

Occupancy sensors in areas as indicated below ("system timer Off") require connection to Building Lighting Control System. Building Lighting Control System designed by (JIG).

Receptacles shall be GFCI type if within 6'-0" of sink in Labs and other wet spaces.

Electrical Narrative (cont.)

Fire alarm system requirements in the labs shall be designed to International Fire Code and in accordance with all local Fire Codes. Labs will contain speaker/strobe units but will not be equipped with smoke detectors. Smoke detectors and speaker/strobes will be provided in corridors and manual pull stations at stairwells and exits as required.

INNOVATION LAB - COLLABORATION AREA

Lighting in this area to be dual ballasted, manual On/occupancy sensor Off with daylighting controlled pendant fixtures mounted from structure which will be supplemented with task lighting at work stations where required. Task lighting units in this lab to be manual On/occupancy sensor Off controlled. Additionally, Task lighting circuit(s) shall be controlled by single wall switch at room entry. The program mentions metal halides; however, metal halides will not be used in this space since there are more energy efficient and maintenance friendly solutions that are equal or less in cost.

Power in this area to be wall receptacles installed around room perimeter and pendant receptacles from above at work stations. Lab equipment specific power requirements shall be provided as programmed as well as power for ceiling mounted projectors, projector screens and flat panel displays. 208 Volt 3-phase power will be required in this area. A dedicated 208/120V panel will be installed to serve this space.

INNOVATION LAB - SMALL WET LAB

Lighting shall be provided by dual ballasted, manual On/manual Off controlled recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system.

Power shall be provided by 120V and 208V single phase receptacles around perimeter and lab equipment specific requirements to be provided as programmed. A dedicated 208/120V panel will be installed to serve this space as well as the two (2) Clean Manufacturing rooms.

INNOVATION LAB - CLEAN MANUFACTURING (2)

Lighting shall be provided by dual ballasted, manual On/manual Off controlled recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system. Task lighting units in this lab to be manual On/occupancy sensor Off controlled. Additionally, Task lighting circuit(s) shall be controlled by single wall switch at room entry.

Power shall be provided by wall receptacles around perimeter and lab equipment specific requirements to be provided as programmed. Plastic Molder equipment shall be powered as required. A dedicated 208/120V panel will be installed to serve this space as well as the Small Wet Lab.

INNOVATION LAB - SECURE TOOL STORAGE

Lighting in this area shall be designed using manual On/occupancy sensor Off controlled 1' x 4' pendants mounted from structure.

120 Volt convenience receptacles will be provided in this space.

INNOVATION LAB - EXTENDED COVERED WORK AREA

Lighting in this area shall be designed using manual On/system timer Off with daylighting controlled, wet listed 1' x 4' pendants mounted from structure.

120 Volt, 208 Volt and 208 Volt 3-phase convenience receptacles will be provided where programmed in this space.

Electrical Narrative (cont.)

INNOVATION LAB - EXTENDED BULK STORAGE

Lighting in this area shall be provided using manual On/occupancy sensor Off controlled wet listed 1' x 4' pendants mounted from structure.

120 Volt convenience receptacles will be provided in this space.

INNOVATION LAB - MACHINE SHOP

Lighting in this area to be by dual ballasted, manual On/manual Off controlled pendant fixtures mounted from structure which will be supplemented with task lighting at work benches where required. Task lighting units in this lab to be manual On/occupancy sensor Off controlled. Additionally, Task lighting circuit(s) shall be controlled by single wall switch at room entry. The program mentions metal halides; however, metal halides will not be used in this space since there are more energy efficient and maintenance friendly solutions that are equal or less in cost.

120 Volt wall receptacles will be provided throughout this area. 120 Volt, 208 Volt and 208 Volt 3-phase equipment receptacles will be provided where required in this space. Band Saw, Vertical Mill, Drill Press, Belt Sander, Lathe and Roll-Up door power will be provided as required. A single 208/120V power panel will serve the Machine Shop and Wood Shop.

INNOVATION LAB - WOOD SHOP

Lighting in this area to be by dual ballasted, manual On/manual Off controlled pendant fixtures mounted from structure which will be supplemented with task lighting at work benches where required. Task lighting units in this lab to be manual On/occupancy sensor Off controlled. Additionally, Task lighting circuit(s) shall be controlled by single wall switch at room entry. The program mentions metal halides; however, metal halides will not be used in this space since there are more energy efficient and maintenance friendly solutions that are equal or less in cost.

120 Volt wall receptacles will be provided throughout this area. 120 Volt and 208 Volt equipment receptacles will be provided where required in this space. Band Saw, Miter Saw, Drill Press, Wood Lathe and Roll-Up door power will be provided as required. A single 208/120V power panel will serve the Machine Shop and Wood Shop.

ELECTRONICS – ELECTRONICS/ROBOTICS LAB (2)

Lighting shall be provided by dual ballasted, manual On/system timer Off with daylighting controlled, recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system. Lighting control shall be designed to provide multiple lighting zones. Task lighting units in this lab to be manual On/occupancy sensor Off controlled. Additionally, Task lighting circuit(s) shall be controlled by single wall switch at room entry.

120 Volt wall receptacles will be provided around perimeter of room. Power for computers, (2) ceiling mounted projects, (2) projection screens and electronic/robotics equipment will be provided as required. As an add alternate, it is recommended that a flexible overhead power solution be incorporated in the schematic design that is similar to utility ceiling panels that fit within a 2'x2' acoustic grid system.

ELECTRONICS – LAB STORAGE

Lighting shall be provided by manual On/occupancy sensor Off controlled, recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system.

120 Volt convenience receptacles will be provided in this space.

Electrical Narrative (cont.)

ENERGY SYSTEMS/SUSTAINABILITY – ENERGY SYSTEMS/SUSTAINABILITY LAB

Lighting shall be provided by dual ballasted, manual On/system timer Off with daylighting controlled, recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system. Lighting control shall be designed to provide multiple lighting zones. Task lighting units in this lab to be manual On/occupancy sensor Off controlled. Additionally, Task lighting circuit(s) shall be controlled by single wall switch at room entry.

120 Volt wall receptacles shall be provided around perimeter. Wind tunnel power requirements shall be provided as necessary. Power for (2) ceiling mounted projectors and (2) projection screens will be provided as necessary. It is recommended that a flexible overhead power solution be incorporated in the schematic design that is similar to utility ceiling panels that fit within a 2'x2' acoustic grid system.

ENERGY SYSTEMS/SUSTAINABILITY – LAB STORAGE

Lighting in this area shall be designed using manual On/occupancy sensor Off controlled, wet listed 1' x 4' pendants mounted from structure.

Receptacles for (15) solar panel trainers shall be designed into this area.

ENERGY SYSTEMS/SUSTAINABILITY – EXTERIOR GREEN TERRACE

Weatherproof receptacles shall be provided in this area.

COMPUTER AIDED DESIGN – CAD LABS (2)

Lighting shall be provided by dual ballasted, manual On/occupancy sensor Off with daylighting controlled, recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system. Lighting control shall be designed to provide multiple lighting zones. Task lighting units in this lab to be manual On/occupancy sensor Off controlled. Additionally, Task lighting circuit(s) shall be controlled by single wall switch at room entry.

120 Volt wall receptacles shall be provided around perimeter of lab. Power for round tables, laptops, printers and flat panel displays will be provided as required.

COMPUTER AIDED DESIGN – PRINT/PLOT AREA

Lighting shall be provided by dual ballasted, manual On/occupancy sensor Off with daylighting controlled, recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system.

120 Volt wall receptacles shall be provided around perimeter of area. Power for computer stations, 3-D printers, desktop printers, plotters and flat panel displays will be provided as required.

COMPUTER AIDED DESIGN – SUPPLY STORAGE

Lighting shall be provided by manual On/occupancy sensor Off controlled, recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system.

Convenience receptacles will be provided in this space.

Electrical Narrative (cont.)

COMPUTER AIDED DESIGN – SERVER ROOM

Lighting shall be provided by manual On/occupancy sensor Off, recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system.

120 Volt and 208 Volt Server rack power shall be provided as required and backed up by local 2 KVA UPS unit. UPS to be provided by SHSU IT and is listed here as a means to communicate the expected heat load in the space.

AGRIBUSINESS/COMMUNICATIONS – COMPUTER LAB/SEMINAR ROOM

Lighting shall be provided by dual ballasted, manual On/occupancy sensor Off with daylighting controlled, recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system. Lighting control shall be designed to provide multiple lighting zones. Task lighting units in this lab to be manual On/occupancy sensor Off controlled. Additionally, Task lighting circuit(s) shall be controlled by single wall switch at room entry.

120 Volt wall receptacles shall be provided around perimeter of area. Power for (30) laptop computers, printer/scanners, ceiling mounted projector, projection screen and (5) flat panel displays will be provided as required.

AGRIBUSINESS/COMMUNICATIONS – WORKROOM/MULTIMEDIA

Lighting shall be provided dual ballasted, manual On/occupancy sensor Off with daylighting controlled, by recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system. Task lighting units in this lab to be manual On/occupancy sensor Off controlled. Additionally, Task lighting circuit(s) shall be controlled by single wall switch at room entry.

120 Volt wall receptacles shall be provided around perimeter of room as required to power (5) computer workstations and other programmed equipment.

ANIMAL SCIENCE – WILDLIFE/PHYSIOLOGY LAB (2)

Lighting shall be provided by dual ballasted (student area), dimmable (presentation area), manual On/occupancy sensor Off with daylighting controlled, recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system. Lighting control shall be designed to provide multiple lighting zones in student area and dimming in presentation area. Task lighting units in this lab to be manual On/occupancy sensor Off controlled. Additionally, Task lighting circuit(s) shall be controlled by single wall switch at room entry. For this narrative, it is recommended the entire room be LED to gain the most from the daylight harvesting and dimming/zoning required in the program and SHSU design standards.

120 Volt receptacles shall be provided around perimeter of room and along counter tops and in floor boxes as required. Power to refrigerator/freezer, ceiling projector and projection screen will be provided as required. It is recommended that a flexible overhead power solution be incorporated in the schematic design that is similar to utility ceiling panels that fit within a 2'x2' acoustic grid system.

ANIMAL SCIENCE – PREP LAB/STORAGE

Lighting shall be provided by manual On/occupancy sensor Off controlled, recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system.

120 Volt and 208 Volt receptacles shall be provided around room perimeter and as necessary for Tech. Stations and other equipment where required.

Electrical Narrative (cont.)

ANIMAL SCIENCE – RESEARCH LAB

Lighting shall be provided by dual ballasted, manual On/system timer Off with daylighting controlled, recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system. Task lighting units in this lab to be manual On/occupancy sensor Off controlled. Additionally, Task lighting circuit(s) shall be controlled by single wall switch at room entry.

120 Volt and 208 Volt receptacles shall be provided around room perimeter and as necessary for lab equipment where required. Power for Refrigerators, Freezers, Fume Hood, Clamshell Grill, Centrifuge, Plate Reader, Testing Machine, Computer and Imaging System shall be provided as required. The Fume Hood will be a dedicated circuit. (2) Refrigerators and (3) Freezers that are shown in the program to be served by emergency or back-up power cannot because there is not an emergency or back-up power source to the facility. A dedicated 208/120V panel will be installed to serve this space.

HORTICULTURE AND CROP SCIENCE – FLORAL DESIGN LAB

Lighting shall be provided by dual ballasted, dimmable, manual On/occupancy sensor Off with daylighting controlled, recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system. Lighting control shall be designed to provide multiple lighting zones. Floral display lighting will be provided as programmed and separately controlled. Task lighting units in this lab to be manual On/occupancy sensor Off controlled. Additionally, Task lighting circuit(s) shall be controlled by single wall switch at room entry.

120 Volt receptacles shall be provided around room perimeter and as necessary for lab equipment where required. Power for Ceiling mounted projector and projection screen will be provided as necessary. It is recommended that a flexible overhead power solution be incorporated in the schematic design that is similar to utility ceiling panels that fit within a 2'x2' acoustic grid system.

HORTICULTURE AND CROP SCIENCE – STORAGE ROOM

Lighting shall be provided by manual On/occupancy sensor Off controlled, recessed 2' x 4' prismatic lay-ins installed in an acoustical tile system.

120 Volt convenience receptacles will be provided in this space.

HORTICULTURE AND CROP SCIENCE – WALK-IN COOLER

1' x 4' industrial lighting with manual On/occupancy sensor Off control will be provided within cooler if not already provided in cooler package.

Power for cooler will be provided as required from the Normal branch.

COMMISSIONING

Commissioning will be performed by the contractor per the Texas State University System Design and Construction Standards, Division 1, Section 01 91 00 General Commissioning Requirements.

Fire Suppression Narrative

FIRE SUPPRESSION SYSTEM

Jose I. Guerra, Inc will specify a Fire-Suppression System by which a complete system can be planned and installed by the Fire-Suppression Contractor, in accordance with Texas law. Guerra will specify in the Contract Documents the applicable prescriptive codes and standards; the occupancy or hazard classifications for each space; the function, performance, and operation of the systems and system components; any requirements desired above the specified minimum code or standard; and the desired location of major equipment and any other aesthetic criteria.

Water Service Entrance:

A new 6-inch fire suppression water service will be provided to the fire riser, with subsequent sizing as determined by hydraulic calculations from a licensed Fire Sprinkler Designer employed by the Fire Suppression Contractor.

Fire Standpipe System:

A fire standpipe system is not required for this building.

Fire Sprinkler System:

The building will be fully sprinklered throughout. Exterior canopies extending out 4 feet or more and not dedicated to pedestrian use only will be provided with sprinkler protection in accordance with NFPA 13 requirements. Heated spaces will be provided with a wet-pipe system. Spaces subject to temperatures 40°F or less, including walk-in coolers and any exterior canopies, will be provided with either dry-type sidewall or pendent sprinklers heads where the construction will allow it, or with a dry-pipe sprinkler system with the dry-pipe valve located within heated space.

A Siamese Fire Department Connection (FDC) will be provided on the exterior of the building on the south side.

Currently only one wet-pipe sprinkler zones is anticipated, with the fire riser assembly – including drain valve, flow switch, and inspector's test connection – being located in the southeast corner of the Mechanical Room on Level 1.

Fire protection piping will be schedule 40. Piping for wet systems will be black-steel, and piping for dry systems and to the exterior FDC will be galvanized steel. 1-inch piping will include threaded fittings and joints. Piping 1-1/4-inches and larger will be roll-grooved and include grooved-end fittings and couplings.

Sprinklers will be quick-response throughout. Sprinklers in hung ceilings will be flat-plate concealed. Sprinklers in areas without ceilings will be brass upright or sidewall types as suitable for the application.

Sprinklers will be located in a regular pattern, perpendicular and parallel with building lines, and in alignment with other ceiling or building elements. Sprinklers will be installed in the center of acoustical ceiling tiles.

In order to achieve the pressure and flow required, a vertical in-line fire pump will be provided within a dedicated room within the mechanical space on Level 1. The anticipated pump size is 60 PSI at 500 GPM with a 25 HP electric motor.

Fire Alarm Narrative

FIRE ALARM SYSTEM

AN automatic, addressable fire-alarm system shall be provided throughout the building. The system will include an Edwards model EST3 Fire Alarm Control Panel (FACP), with all initiating devices by Edwards as well.

Jose I. Guerra, Inc will specify a Fire Alarm System by which a complete system can be planned and installed by the Fire Alarm Contractor, in accordance with Texas law. Guerra will specify in the Contract Documents the applicable prescriptive codes and standards; the occupancy for each space; the function, performance, and operation of the systems and system components; any requirements desired above the specified minimum code or standard; and the desired location of major equipment and any other aesthetic criteria.

The system will be specified and will be designed in compliance with the 2012 International Fire Code, NFPA 101, NFPA 72, NFPA 70 Article 760, and SHSU Standard 283000.

Features of the system will include ceiling-mounted audible and visual notification appliances as part of in-building fire emergency voice/alarm communication throughout, manual pull stations at each egress stairwell entrance and next to each building exit, smoke detectors outside of elevator lobbies and above the FACP, heat detectors in the Elevator Machine Room and in the Elevator Shaft, duct detectors, HVAC shutdown, elevator control, and monitoring of the fire-sprinkler system flow, pressure, and tamper switches. The system will include intelligibility at classrooms, laboratories, offices with more than 1 occupant, corridors, public restrooms, lobbies, and break-rooms.

The system shall utilize an addressable FACP with voice communications module, and a Digital Alarm Communication Transmitter (DACT) for remote monitoring of the system by SHSU FireWorks proprietary system. Pathways shall be Class A for Signaling Line Circuits (SLC), and Class B for Notification Appliance Circuits (NAC) and for Initiation Device Circuits (IDC). A remote annunciator panel shall be provided at the building main entrance.

IT / Data / AV Narrative

COORDINATION

The Technology Low Voltage Design follows the Information Technology section of the SHSU A&E Guidelines. In addition, the Low Voltage Design Team has coordinated with the designated Information Technology (IT) Project Manager that all SHSU IT requirements have been met that are within the project guidelines.

INFRASTRUCTURE - INFORMATION TRANSPORT SYSTEM (ITS)

The Information Transport System supports the voice and data transmission from the desk top or user end throughout the building, and connects it to the Network switch installed in the equipment rack in the Main Distribution Room (MDR) on Level One. The ITS consists of all permanently installed low voltage cable (Cat 6), wall boxes, data jacks, face plates, patch panels required to support the applications to the end user or device. Installation, configuration, and programming of the network switches or devices is required and is not part of the ITS.

DISTRIBUTION ROOMS

Space is allocated on each floor of the facility for a dedicated Telecommunication distribution point. In an effort to maximize the use of these spaces and minimize equipment costs, the cabling for levels 1 and 2 are routed to the ground floor MDF and the cabling for levels 3 and 4 are routed to the IDF on level 3. The respective spaces on levels 2 and 4 will be fitted out to accommodate future expansion of the telecommunication infrastructure.

CONVEYANCES

A cable basket tray is located above the Level One and Level Two ceiling in the main corridors for low voltage cable support. J-hooks are provided to support all cable between the basket tray and the wall entry point. 1" conduit with plastic busing is provided to each voice / data service wall box and a single gang device ring shall be provided for each voice / data service wall box.

TESTING

All fiber cable and copper cable for voice and data is tested and verified after installation. Fiber cable is tested at dual wave lengths at each end and also tested with both optical time-domain reflectometers and power meters. All Unshielded Twisted Pair (UPT) Cat 6 cables are tested to ensure they meet Cat 6 requirements.

SECURITY

The Electronic Access Control system replaces the typical mechanical key controlled door lock with a door locking system that uses an access card as the access credential. This system monitors areas for unauthorized entrances or intruders and consist of motion sensors, door status sensors, glass break sensors, and one or more control keypads.

The Electronic Video Surveillance system provides electronic surveillance using high-resolution, Internet Protocol (IP) cameras and will monitor security sensitive areas for alarm assessment and forensic investigations. The IP Cameras and Video Management System (VMS) components are provided by Sam Houston State University. Cabling for all IP cameras is pulled, terminated, and tested by the Telecom Contractor.

Emergency Intercom and Duress buttons, also known as panic buttons, are installed in locations where potential personal safety or security threats exist. Depressing the button sends a silent priority alarm signal to Campus Police Department with location and specific alarm information.

Security cabling is terminated in wall mounted panels and rack mounted equipment housed in the Distribution Rooms on Level One and Level Two. All security device wiring is home run from the head end panels (point of termination) to the security device location (point of origin). All network surveillance video is run from the cameras (point of origin) to the head end equipment.

IT / Data / AV Narrative (cont.)

AUDIOVISUAL DESIGN NARRATIVE

System Description

The display standard for this project will include front projection with ceiling-recessed, motorized projection screens (wide aspect ratio), augmented with flat panel displays depending on the size and function of the rooms. The quantity of displays per room will also depend on room size and viewing angles.

Properly designed sound systems supporting program audio and speech reinforcement, as well as good acoustics, are intrinsic to maintaining intelligibility.

User signal interfaces will provide connections to media sources as needed, including inputs for computers, tablets, document cameras, mp3 devices, and Blu-Ray discs; however not all devices will be available in every room type that includes A/V capabilities. User interfaces will be available at media lecterns as well as floor boxes below conference tables or at walls in rooms without fixed furnishings.

Lecterns and conference tables (or walls as appropriate), will provide a central point of support not only for source connections, but also interfaces enabling AV system control. Third party control interfaces will range from simple keypads to more sophisticated graphic user interfaces with touch screens depending on the level of control required in a given space. Some systems will be simple enough to permit control using remote control capabilities included with the displays instead of adding third party control systems.

Furniture, Fixtures, & Equipment Narrative

The purpose of function of the freestanding furniture items is to support and enhance the guiding design principles of clarity, efficiency and flexibility as stated in the Building Diagram.

Defined as movable furniture, fixtures or other equipment that have no permanent connection to the structure of a building or utilities, the FFE items procured for the learning lab environments, public spaces and faculty/staff spaces must support the function of those environments, offer durability and flexibility while reflecting stewardship of the dollar spent.

LEVEL ONE – ENGINEERING TECHNOLOGY

Supporting the building Program, the Collaboration Area, within the Innovation Lab includes built-in student work tables with height adjustable lab stools. Stools offer ergonomic features and mobility fosters collaboration among student teams.

Adjacent offices are outfitted with metal desks, promoting an industrial feel, with an abundance of overhead and file storage. These staff spaces allow for interaction between instructor and student.

A couple of small meeting rooms set up with round table and mobile chairs, allow students to break into smaller teams for specific team projects.

Industrial Metal Storage Units with locks secure lab equipment.

LEVEL TWO – ENGINEERING TECHNOLOGY AND PUBLIC SPACES

As the primary student and visitor entrance, guests are greeted with a serpentine two sided lounge piece that provides a comfortable seating option during classroom break-out sessions or for viewing into the Collaboration Area on the level below. This same “living room” style furniture is reflected in the Fred Pirkle Museum down the corridor, and compliments the curvilinear nature of the architecture

Continuing down the loop corridor are the CAD labs, their support spaces and the Energy and Sustainability Lab. Furnishing for these lab spaces allows for flexibility using mobile, flip top tables, student chairs on casters, and storage components for ancillary spaces as needed.

LEVEL THREE – AGRICULTURAL SCIENCES

All of the Agricultural Science Labs are located on level three, including the Floral Design Lab, Animal Science Lab Classrooms including a Prep Lab and Research Lab, as well as the Agri-Business Computer Lab and Seminar Room.

Adjustable lab stools on casters in the lab spaces offer ergonomic features and are durable for their high use environments. Industrial Metal Storage with locks will provide secure storage of lab equipment.

The Agri-Business Lab and Seminar Rooms are to reflect “elite professionalism”. Round tables in the Lab have access to power/data at the table top, upholstered student chairs offer ergonomic features and comfort during long class sessions, Furnishings in the Seminar Room allow for flexibility with the use of mobile tables with flip tops, and student chairs on casters. Work can continue outside of class sessions in an adjacent Workroom and Media Room, set up with work tables and student chairs.

Adjunct Faculty offices are outfitted with L-shaped desks, with an abundance of overhead and file storage. These offices allow for one on one interaction between instructor and student. Outside of the classroom spaces, a Student Lounge outfit with a variety of furnishings. Soft Lounge seating allow for comfortable, short-term studying or casual student gathering, while, tables and chairs provide space for more long term studying or reading.

Furniture, Fixtures, & Equipment Narrative (cont.)

LEVEL FOUR – ADMINISTRATION

Level four is for the exclusive use of Faculty and Administrative Staff. Large offices for the Department Chairs provide a variety of options for work style. Wood furnishings include an L-shaped desk, Task Chair, and two guest chairs arranged opposite the primary work surface. A small conference table and two additional guest chairs allow for a small meeting of 4 and soft lounge seat provide comfortable seating for casual interaction.

Faculty offices are outfitted with L-shaped desks, with an abundance of overhead and file storage, bookcase task chair, two guest chairs opposite the primary work surface. Student Teacher workstations are arranged in “pods” and provide a touchdown space with storage.

The waiting area provides soft seating with access to 12 person conference room and Faculty Lounge. The conference table allows for access to power and data at the table top, upholstered conference chairs are adjustable with ergonomic features. The faculty lounge includes tables and seating for up to 12 along with comfortable lounge seating.

The Faculty Seminar Room provides meeting space for up to 20. Furnishings include large conference table with access to power and data at the table top, upholstered conference seating that is adjustable and has ergonomic features. Soft seating around the perimeter provides a comfortable and casual seating solution.

Landscape Design Narrative

In accordance with the SHSU Campus Master Plan, the landscape design focuses on providing outdoor gathering spaces that are conducive to socializing and congregation. Outdoor spaces will be designed to encourage interaction between students while responding to the adjacent building and surrounding campus. The landscape design will include an improved streetscape, plaza enhancements, an internal courtyard, and a pedestrian walkway (or “paseo”) and will fulfill University landscape standards including SECO requirements.

The landscape planting will include native and drought tolerant plantings for ease of maintenance while reducing the overall irrigation demand. A mix of hardwood and ornamental trees will be provided throughout the site. An improved streetscape will include street trees and landscape planting along Bowers Blvd. and Sam Houston Ave. Drip irrigation will be used in the planting areas as well as bubbler emitters at all trees. The irrigation system will include make-up metered water supply from the irrigation mainline pipe to a underground cistern that is supplied by captured on-site stormwater and AC condensate from the building, including “air gap” level sensor, 1” Rainbird PEB series electric valve and flooded suction booster pump.

**DETAILED COST ESTIMATE
VALUE ENGINEERING LOG**



SHSU - FRED PIRKLE ENGINEERING TECHNOLOGY CENTER

Project # 758-14-06031

Architect: Lawrence Group Architects



Submission Date: 01/26/15
Submitted by: RL

100% DD Estimate

Based on 100% DD Documents dated 11/18/14

CSI DIVISION	DESCRIPTION	100% DD ESTIMATE 12/16/14	\$/GSF 53,500 gsf
1	General Conditions - See Below	\$ -	\$ -
2	Existing Conditions	\$ 33,750.00	\$ 0.63
3	Concrete	\$ 1,467,552.16	\$ 27.43
4	Masonry	\$ 234,300.00	\$ 4.38
5	Metals	\$ 1,602,750.00	\$ 29.96
6	Woods & Plastics	\$ 175,000.00	\$ 3.27
7	Thermal & Moisture Protection	\$ 963,511.00	\$ 18.01
8	Doors & Windows	\$ 884,846.32	\$ 16.54
9	Finishes	\$ 1,488,292.25	\$ 27.82
10	Specialties	\$ 234,700.00	\$ 4.39
11	Equipment	\$ 274,000.00	\$ 5.12
12	Furnishings	\$ 486,060.00	\$ 9.09
13	Special Construction	\$ 125,000.00	\$ 2.34
14	Conveying Systems	\$ 300,000.00	\$ 5.61
21	Fire Protection	\$ 190,500.00	\$ 3.56
22	Plumbing	\$ 842,956.68	\$ 15.76
23	HVAC	\$ 2,180,420.57	\$ 40.76
26	Electrical	\$ 1,558,025.00	\$ 29.12
27	Communications	\$ 294,350.00	\$ 5.50
28	Security and Fire Alarm	\$ 160,979.00	\$ 3.01
31	Earthwork	\$ 507,375.09	\$ 9.48
32	Landscape/Irrigation	\$ 339,330.00	\$ 6.34
33	Utilities	\$ 263,321.45	\$ 4.92
	Proposed Value Engineering / Scope Reduction	\$ (508,235.00)	
	SUBTOTAL	\$ 14,098,785	\$ 273.03
	Design & Estimating Contingency (2%)	\$ 281,976	
	Construction Manager Contingency (3%)	\$ 431,423	
	Escalation Contingency (2.017%)	\$ 298,797	
	General Conditions (5.36% of \$16.6M CCL)	\$ 889,760	
	FEE (3.61% of \$16.6M CCL)	\$ 599,260	
	TOTAL	\$ 16,600,000	\$ 307.41
GMP TOTAL:		\$ 16,600,000	
Over / (Under) Stated Cost Limitation of \$16.6M:		\$ 0	

100% DD Budget Estimate

DIV	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	COMMENTS
01 00 00 - GENERAL REQUIREMENTS						
General Requirements						
	NTE General Conditions	1	LS	\$ 889,760	\$ 889,760	5.36% Per CMR Contract
	Testing and Inspections	0		\$ -		By Owner
Total General Requirements					\$ 889,760	
02 00 00 - EXISTING CONDITIONS						
Existing Conditions						
	Site Demolition (Removal of pavement, curbs, sidewalks, light poles, etc.)	45000	sf	\$ 0.75	\$ 33,750	
Total Existing Conditions					\$ 33,750	
03 00 00 - CONCRETE						
Site Concrete					\$ 415,568	
	Concrete Stairs	690	sf	\$ 50.00	\$ 34,500	
	Concrete ADA Ramp	550	sf	\$ 15.00	\$ 8,250	
	Site Retaining Walls	3040	sf	\$ 85.00	\$ 258,400	Approx. 380lf x avg 8' high
	Fixed Bollard Installation	7	ea	\$ 250.00	\$ 1,750	
	Removable Bollard Installation	2	ea	\$ 500.00	\$ 1,000	
	Site Monument Sign Pedestal Base	1	ls	\$ 3,500.00	\$ 3,500	
	6" Concrete Pavement	7000	sf	\$ 8.00	\$ 56,000	
	12" Concrete Pavement	100	sf	\$ 18.00	\$ 1,800	
	4-1/2" Concrete Sidewalk	3000	sf	\$ 6.00	\$ 18,000	Inc. Bowers Ave walks in front of project area only.
	ADA Ramps	2	ea	\$ 1,500.00	\$ 3,000	
	Concrete Curb	500	lf	\$ 10.00	\$ 5,000	Excludes replacing curb and gutter along Bowers.
	Concrete Footings and Steel Plate Encasement	185	lf	\$ 100.00	\$ 18,500	Concrete and Install of Plate
	Sub Bond	1.5%	pct	\$ 391,200.00	\$ 5,868	
Building Concrete					\$ 1,040,284	
	Spread Footings	3500	sf	\$ 18.00	\$ 63,000	2' deep spread footings
	Foundation Walls	6900	sf	\$ 70.00	\$ 483,000	
	Elevator Pit	1	ea	\$ 10,000.00	\$ 10,000	
	First Floor Slab on Grade	13000	sf	\$ 16.00	\$ 208,000	Includes earth formed beams
	First Floor Structural Slab on Grade	650	sf	\$ 22.00	\$ 14,300	
	2nd Floor Slab on Deck (normal weight concrete)	11700	sf	\$ 5.75	\$ 67,275	
	3rd Floor Slab on Deck (normal weight concrete)	14519	sf	\$ 5.75	\$ 83,484	
	4th Floor Slab on Deck (normal weight concrete)	14235	sf	\$ 5.75	\$ 81,851	
	Infill Stair Pans (per level)	4	ea	\$ 1,500.00	\$ 6,000	East Stairwell
	Miscellaneous Equipment Pads	16	ea	\$ 500.00	\$ 8,000	Assume average 4 per floor
	Sub Bond	1.5%	pct	\$ 1,024,910.50	\$ 15,374	
Precast Concrete					\$ 11,700.00	
	Precast Concrete Stair Treads	78	riser	\$ 150.00	\$ 11,700	South stair only
Total Concrete					\$ 1,467,552	
04 00 00 - MASONRY						
Concrete Unit Masonry						
	8" CMU Exterior Walls					
	8" Interior CMU Walls (525lf x 16' High)	8400	sf	\$ 12.00	\$ 100,800	
	8" CMU on Bulk Storage (80lf x 10' High)	800	sf	\$ 12.00	\$ 9,600	
	Brick Veneer; SHSU Custom Blend - Standard Lay	6000	sf	\$ 17.00	\$ 102,000	
	Brick Veneer; SHSU Custom Blend - Decorative Course	700	sf	\$ 19.00	\$ 13,300	
	Cast Stone Sills	210	lf	\$ 35.00	\$ 7,350	

Courtyard Wall Brick Veneer	0	sf	\$	17.00	\$	-	Courtyard now stucco
Pedestal Base for Sign	50	sf	\$	25.00	\$	1,250	

Total Masonry **\$ 234,300**

05 00 00 - METALS

Structural & Miscellaneous Steel

Structural & Miscellaneous Steel Fabrication	1	ls	\$	975,000	\$	975,000	
Structural Steel Erection	1	ls	\$	425,000	\$	425,000	
Sub Bond	1.5%	pct	\$	1,400,000	\$	21,000	
Exterior Site Rails (Allowance)	450	lf	\$	150	\$	67,500	
Aluminum Handrail at Roof around Courtyard	180	lf	\$	100	\$	18,000	
Steel Plate Site Retaining Walls	185	lf	\$	250	\$	46,250	
Misc. Steel Allowance	1	allow	\$	50,000	\$	50,000	

245 Tons; Only includes Epic Deck area of 3rd floor only. Other floors are assumed 22ga. composite deck.

Retaining wall & Stair - 250lf; ADA Ramp and Stair - 150lf; Grand Stair - 50lf; Other Stairs - 100lf

Furnish only

Equipment Supports, Roof top equip supports, Etc.

Total Metals **\$ 1,602,750**

06 00 00 WOODS, PLASTICS AND COMPOSITES

Miscellaneous Rough Carpentry

Misc. Wood Blocking	1	allow	\$	50,000.00	\$	50,000	Wood blocking allowance
Roof Wood Blocking					\$	-	In roofing number

Millwork

Millwork Allowance for Project	1	allow	\$	125,000.00	\$	125,000	Includes items below and items that still need designed.
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Total Wood Plastics and Composites **\$ 175,000**

07 00 00 - THERMAL & MOISTURE PROTECTION

Waterproofing

Hot Fluid Applied Waterproofing on Below Grade Walls	6500	sf	\$	10.00	\$	65,000	Building Basement walls East Side, and Courtyard
Self-Adhering Sheet Waterproofing	28000	sf	\$	3.50	\$	98,000	Building Façade Waterproofing
Bituminous Damp Proofing	1500	sf	\$	1.50	\$	2,250	Elevator Pits
Water Repellents	7500	sf	\$	0.75	\$	5,625	Brick and Cast Stone
Base Flashing (at masonry)	150	lf	\$	10.00	\$	1,500	Stainless Steel Base Flashing at Cast Stone Sills
Spray Fireproofing	0	sf	\$	3.50	\$	-	None Required
Waterproofing Membrane at Floor Sinks	500	sf	\$	4.00	\$	2,000	Assume at floor sinks

Roofing

SBS Modified Membrane Roof System	14200	sf	\$	14.00	\$	198,800	
Roof Flashings	0	lf	\$	6.00	\$	-	Included Above
Standing Seam Canopy Roofs	1250	sf	\$	24.00	\$	30,000	At Canopies

Building Façade

.050" MX1.0 Panels	12600	sf	\$	28.00	\$	352,800	
.050" FW12S Panels	1860	sf	\$	36.50	\$	67,890	
Louvers	2	ea	\$	1,500.00	\$	3,000	

Miscellaneous Thermal and Moisture Protection

Rigid/Batt Building Insulation & Z-Girts	14460	sf	\$	7.60	\$	109,896	\$ 109,896
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Building Envelope Consultant

	0	ls	\$	-	\$	-	\$ - By Owner
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Penetration Fire Stopping

Building Fire Stopping/Caulking	53500	sf	\$	0.30	\$	16,050	\$	16,050
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Joint Sealants

Miscellaneous Building Sealants	53500	sf	\$	0.20	\$	10,700	\$	10,700
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Total Thermal and Moisture Protection**\$ 963,511****08 00 00 - OPENINGS****Doors and Frames**

Hollow Metal Door Frames	164	ea	\$	100.00	\$	16,400		
Hollow Metal Doors	12	ea	\$	650.00	\$	7,800		
Flush Wood Doors	149	ea	\$	350.00	\$	52,150		
Door Hardware	161	ea	\$	670.00	\$	107,870		
Door & Hardware Installation	166	ea	\$	150.00	\$	24,900		
Overhead Coiling Doors	1	ea	\$	7,000.00	\$	7,000		9' x 10' Insulated Door with Operator
First Floor Restroom Door Automatic Openers	2	ea	\$	1,500.00	\$	3,000		

Glass and Glazing

Exterior Building Curtain wall	4600	sf	\$	80.00	\$	368,000		Includes courtyard
Interior Storefront	2100	sf	\$	50.00	\$	105,000		Innovation Area; Wind Tunnel Room;
3rd and 4th Floor Windows	2616	sf	\$	68.00	\$	177,888		Waiting Area 4th floor
Automatic Door Openers	2	ea	\$	2,500.00	\$	5,000		Main Entrance Doors Only
Sub Bond	1.5%	pct	\$	655,888.00	\$	9,838		

Total Openings**\$ 884,846****09 00 00 - FINISHES****Drywall / Insulation / Framing**

Exterior Framing & Densglass	31000	sf	\$	9.00	\$	279,000		
Batt Insulation	38000	sf	\$	2.25	\$	85,500		Includes Basement Ext. Walls
Type "A" Wall	9700	sf	\$	6.00	\$	58,200		1 Hour; 2 Sided
Type "B" Wall	1350	sf	\$	7.50	\$	10,125		2 Hour; Double Rock; 2 Sided
Type "C" Wall	5100	sf	\$	5.25	\$	26,775		1 Sided
Type "D" Wall	650	sf	\$	6.00	\$	3,900		1 Hour; 2 Sided
Type "E" Wall	15250	sf	\$	10.00	\$	152,500		1 Hour; 1 sided doubled layer sheetrock
Type "F" Wall	5300	sf	\$	9.00	\$	47,700		other single layer
Type "K" Wall	900	sf	\$	6.00	\$	5,400		Shaft Wall
Sound Batt Insulation	8900	sf	\$	5.50	\$	48,950		Double layer; 1 sided
Drywall Ceilings	7500	sf	\$	6.00	\$	45,000		Thermafiber Sound Batt Insulation
Drywall Bulkheads	1	ls	\$	25,000.00	\$	25,000		
Sub Bond	1.5%	pct	\$	788,050.00	\$	11,821		

Cement Plaster and Stucco

Cement Plaster Stucco	7000	sf	\$	10.00	\$	70,000		Per plan
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Ceilings

ACT-1 (Ultima 2'x2' with Prelude 15/16" Grid)	21675	sf	\$	6.25	\$	135,469		
ACT-2 (Optima Open Plan, 2'x2' Tegular w/interlude XL Grid)	7825	sf	\$	8.75	\$	68,469		
ACT-3 (Gasketed Cleanroom Panels & Grid)	490	sf	\$	10.50	\$	5,145		

Tile

2x2 Dal Tile Unglazed Porcelain Mosaic	2000	sf	\$	11.75	\$	23,500		Restroom Floor Tile
2x2 Dal Tile Unglazed Porcelain Base	500	lf	\$	12.75	\$	6,375		Restroom Floor Base
Schluter Metal Cap at top of cut tile base	500	lf	\$	3.50	\$	1,750		
4-1/4" x 4-1/4" Dal Tile Group 1	3700	sf	\$	8.50	\$	31,450		Restroom Wall Tile & Accent Tile
Epoxy Grout on RR Floors and Walls	1	ls	\$	2,500.00	\$	2,500		
Waterproof Membrane on upper level restroom floors	1	ls	\$	14,000.00	\$	14,000		Hydroban Fluid Applied Membrane RR Levels 2, 3 and 4

Carpet Tile, Resilient Flooring & Base**\$ 159,894**

Classroom VCT	9270	sf	\$	1.40	\$	12,978	Mannington Essentials Standard VCT Group 1
Corridors - Armstrong BBT Flooring	8540	sf	\$	3.40	\$	29,036	
Carpet Tile	1850	sy	\$	45.00	\$	83,250	C&A Landform Colors Modular Carpet Tile; Avg of 4 spec selections
Roppe 50 CM Rubber Floor	850	sf	\$	8.60	\$	7,310	East Stairwell
Roppe Rubber Stairs, Treads and Riser	400	lf	\$	26.00	\$	10,400	East Stairwell
Rubber Cove Wall Base	105	box	\$	130.00	\$	13,650	
Transition Strips	300	lf	\$	7.00	\$	2,100	
Floor Prep	26	ea	\$	45.00	\$	1,170	Assuming 1 bag per 1,500 sf

Sealed Concrete

					\$	15,870	
Floor Cleaning	9700	sf	\$	0.10	\$	970	
High Performance Anti-Slip Concrete Sealer	4150	sf	\$	2.00	\$	8,300	Industrial grade, non-slip; Tennant Epoxy Sealer
Sealed Concrete	5200	sf	\$	1.00	\$	5,200	
Stained Concrete	350	sf	\$	4.00	\$	1,400	

Paint

					\$	154,000	
Walls & Ceilings	140000	sf	\$	0.85	\$	119,000	
Writeable Wall Covering	1	ls	\$	10,000.00	\$	10,000	Revised per discussion one or two classrooms only
Exterior Painting & Misc. Items	1	allow	\$	25,000.00	\$	25,000	

Total Finishes **\$ 1,488,292**

10 00 00 - SPECIALTIES**Toilet & Bath Accessories**

Toilet Partitions	8	bthrm	\$	2,500.00	\$	20,000
Restroom Accessories	8	bthrm	\$	3,000.00	\$	24,000
Mirrors	8	bthrm	\$	600.00	\$	4,800

Janitor Closets

Janitor Closet Accessories	4	clst	\$	1,000.00	\$	4,000
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Hooks, Soap Dispensers, etc.

Fire Extinguishers and Cabinets

Fire Extinguisher	18	ea	\$	100.00	\$	1,800
Fire Extinguisher Cabinet (Recessed)	18	ea	\$	200.00	\$	3,600

Assuming 4 per floor + 2 Additional in Collaboration Area

Wall Protection

Corner Guards	40	ea	\$	200.00	\$	8,000
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Assume avg. 10 per floor

Signage

Building Interior Signage	1	allow	\$	20,000.00	\$	20,000
Exterior Building Signage	1	allow	\$	20,000.00	\$	20,000
Window Decals	1	allow	\$	15,000.00	\$	15,000

Interior Building Room Signage

Possibly Made by SHSU Metal Shop?

Miscellaneous Specialties

Dry Erase White Boards - Teaching Areas	15	ea	\$	1,000.00	\$	15,000
Dry Erase White Boards - Administrative Areas	40	ea	\$	600.00	\$	24,000
Folding Panel Partitions	3	ea	\$	22,000.00	\$	66,000
Postal Boxes	1	ea	\$	3,500.00	\$	3,500
Message Strip Directory	1	allow	\$	5,000.00	\$	5,000

Classrooms and conf. Rooms

Faculty Offices

STC55 partitions by Mondernfold w/ marker board faces

Total Specialties **\$ 234,700**

11 00 00 - EQUIPMENT**Miscellaneous Laboratory Equipment**

Walk-In Cooler	1	allow	\$	200,000.00	\$	200,000
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Laboratory Fume Hood	2	ea	\$	12,000.00	\$	24,000	Small wet lab and Research Lab
Motorized Projection Screens							
Motorized Projection Screens	15	ea	\$	2,000.00	\$	30,000	
Projector Ceiling Mounts	0		\$	-	\$	-	Carried in A/V CCL
Loading Dock Equipment							
Dock Bumpers	0	set	\$	1,500.00	\$	-	Loading dock at grade; not req.
Window Washing Equipment							
Window Washing Tie-Backs	1	ls	\$	20,000.00	\$	20,000	
Total Equipment					\$	274,000	

12 00 00 - FURNISHINGS

Laboratory Casework					\$	349,300	
Small Wet Lab	1	rm	\$	18,000.00	\$	18,000	30 LF of base and wall cabinets with epoxy tops; sink with eyewash, 3 tier wall shelving and pegboard
Clean Manufacturing	2	rm	\$	5,000.00	\$	10,000	(2) - 12 LF of moveable wood casework with epoxy tops.
Collaboration Area	1	rm	\$	17,000.00	\$	17,000	45 LF of base cabinets with epoxy tops
Woodworking and Machine Shops	2	rm	\$	8,000.00	\$	16,000	(2) - 15 LF of base and wall cabinets with epoxy tops; 3 tool pegboards
Secure Tool Storage Peg Boards	1	rm	\$	600.00	\$	600	3 tool peg boards
Electronics Robotics Lab	2	rm	\$	41,000.00	\$	82,000	32 lf of wood casework with P-Lam tops; 120 lf of tables with P-Lam tops; 80 LF of base cabinets w/ shelving and P-Lam tops.
Electronics Lab Storage	1	rm	\$	8,000.00	\$	8,000	15 LF of base and wall cabinets with P-Lam tops.
Wildlife / Physiology Lab	1	rm	\$	43,000.00	\$	43,000	91 LF of wood base cabinets w/ epoxy tops; 6 epoxy sinks w/ fixtures; 5 peg boards; 2 eyewash stations.
Wildlife / Physiology Lab - Prep Room	1	rm	\$	18,200.00	\$	18,200	54 LF of wood base cabinets with epoxy tops; 1 sink with fixtures and eyewash; 1 Peg Board.
Wildlife / Physiology Lab - Research Lab	1	rm	\$	45,000.00	\$	45,000	70 LF of wood base cabinets with epoxy tops; 14 LF of wood base island cabinets with upper shelving; 2 sinks with fixtures; 1 eyewash; 2 pegboards; 7 lf of 3 tier shelving.
Floral Storage	1	rm	\$	13,500.00	\$	13,500	13 LF of wood base cabinets w/ epoxy tops; 33 LF of 3 tier wall shelving; 16 LF of steel tables w/ epoxy tops.
Floral Design Lab	1	rm	\$	34,000.00	\$	34,000	52 LF of wood base cabinets w/ epoxy tops; 22 LF of wood wall cabinets; 2 sinks w/ fixtures
Floral Receiving	1	rm	\$	14,000.00	\$	14,000	3 bay sink with 2 spray head fixtures
Install of all above items	1	ea	\$	30,000.00	\$	30,000	
Entrance Floor Mats and Frames					\$	-	
Building Entrance Mat	0	ea	\$	5,500.00	\$	-	By Owner
Blinds					\$	136,760	
Horizontal Louver Blinds	86	ea	\$	110.00	\$	9,460	All exterior windows not noted below
Manual Double Roller Shades	48	ea	\$	950.00	\$	45,600	Per finish schedule unless noted below
Motorized Double Roller Shades	38	ea	\$	2,150.00	\$	81,700	Collaboration Area 100, Robotics 140 & 142; Multi-Purpose Classroom 210A,B,C
Total Furnishings					\$	486,060	

13 00 00 - SPECIAL CONSTRUCTION**Special Construction**

Pirkle Honorific (Fit-Out)	1	allow	\$	100,000.00	\$	100,000	
Exterior Covered Bulk Storage	1	allow	\$	25,000.00	\$	25,000	

Total Special Construction	\$ 125,000
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14 00 00 - Conveying Systems

Machine Room-Less Elevators	2	ea	\$	140,000	\$	280,000	4 stops; Includes cab finishes to match building; does not include flooring
Elevator Rental During Construction	5	mo	\$	4,000.00	\$	20,000	Elevator use during construction

Total Conveying Systems	\$ 300,000
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21 00 00 - Fire Suppression

Fire Sprinkler Riser	1	ea	\$	5,000.00	\$	5,000	
Fire Sprinkler Distribution Piping	53500	sf	\$	3.00	\$	160,500	Excludes high pile storage and/or sprinkling of shelving if required. All work in accordance of NFPA 13
Fire Pump	1	ea	\$	45,000.00	\$	-	Carrying Below the Line
Relocate FDC on Chemistry/Forensics Building	1	allow	\$	25,000.00	\$	25,000	Need to quantify scope of work

Total Fire Suppression	\$ 190,500
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22 00 00 - Plumbing

Storm Piping	1	lot	\$	109,539.00	\$	109,539	
Pumped FM Piping	1	lot	\$	3,695.00	\$	3,695	
Sanitary Piping	1	lot	\$	106,914.00	\$	106,914	
Domestic Water Piping	1	lot	\$	122,130.00	\$	122,130	
Gas Piping	1	lot	\$	15,744.00	\$	15,744	
Compressed Air Piping	1	lot	\$	28,556.00	\$	28,556	
Plumbing Insulation	1	lot	\$	62,953.00	\$	62,953	
Plumbing Equipment	1	lot	\$	154,692.00	\$	154,692	
Plumbing Fixture Rough-In	1	lot	\$	121,183.00	\$	121,183	

Booster Pump	0	ea	\$	45,000.00	\$	-	Will be required per email 11/18/14 - Carrying Below the Line
Subcontractor General Conditions (5% COW)	5%	pct	\$	725,406.00	\$	36,270	
Commissioning Assistance (1.5% COW)	1.5%	pct	\$	725,406.00	\$	10,881	
Subcontractor Fee (7.5% of Above)	7.5%	pct	\$	772,557.39	\$	57,942	
Sub Bond	1.5%	pct	\$	830,499.19	\$	12,457	

Total Plumbing	\$ 842,957
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23 00 00 - HVAC

Hot Water Piping	1	lot	\$	199,774.70	\$	199,775	
Chilled Water Piping	1	lot	\$	73,003.32	\$	73,003	
Condensate Piping	1	lot	\$	1,177.94	\$	1,178	
HVAC Insulation	1	lot	\$	176,271.00	\$	176,271	
Controls	1	lot	\$	352,500.00	\$	352,500	
Ductwork	1	lot	\$	433,015.00	\$	433,015	
HVAC Equipment	1	lot	\$	635,618.00	\$	635,618	
Meters	1	lot	\$	5,000.00	\$	5,000	
Test and Balance	0				\$	-	
Subcontractor General Conditions (5% COW)	5%	pct	\$	1,876,359.96	\$	93,818	

\$ 2,180,421

See attached detailed estimate for breakdown of Division 23.

Building and Lab Controls

Standard Grade Hot & Chilled Water Meters

By Owner

HVAC Commissioning Assistance (1.5% COW)	1.5%	pct	\$	1,876,359.96	\$	28,145
Subcontractor Fee (7.5%)	7.5%	pct	\$	1,998,323.36	\$	149,874
Sub Bond (1.5%)	1.5%	pct	\$	2,148,197.61	\$	32,223

Total HVAC	\$	2,180,421
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26 00 00 - ELECTRICAL

Utility Power Ductbank to Entergy Pole	1	ea	\$	10,000.00	\$	10,000
Lot Panels, Breakers, Disconnects, Transformers (Dry Type)	1	lot	\$	235,000.00	\$	235,000
Light Fixtures and Controls	1	lot	\$	400,000.00	\$	400,000
Building Electrical	1	lot	\$	780,000.00	\$	780,000
NG Generator	1	ea	\$	60,000.00	\$	60,000
Lightning Protection	1	ls	\$	50,000.00	\$	50,000
Sub Bond	1.5%	pct	\$	1,535,000.00	\$	23,025

Total Electrical	\$	1,558,025
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27 00 00 - COMMUNICATIONS

Communications/Data

Communication / Data Wiring	1	ls	\$	290,000.00	\$	290,000
Sub Bond	1.5%	pct	\$	290,000.00	\$	4,350

Includes Comm. & A/V Rough-In; Data Fit-Out and A/V Fit-Out carried in separate CCL

Total Communications	\$	294,350
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28 00 00 - FIRE ALARM AND ELECTRONIC SAFETY & SECURITY

Fire Alarm	53500	sf	\$	1.60	\$	85,600
Card Readers/ Door Access Controls	15	ea	\$	4,000.00	\$	60,000
Access Control Software	1	ls	\$	10,000.00	\$	10,000
Building Security Cameras	20	ea	\$	150.00	\$	3,000
Sub Bond	1.5%	pct	\$	158,600.00	\$	2,379

All exterior doors (9), ea elevator (2), Other doors (4)

Drop only, cameras by others

Total Security and Fire Alarm	\$	160,979
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31 00 00 - EARTHWORK

Site work						
Mobilize Equipment, Survey & Stake Site	1	ea	\$	20,000	\$	20,000
Strip and Clear Site	45000	sf	\$	1	\$	25,200
Excavate and Compact Building Pad	7065	cy	\$	46.00	\$	324,990
Paving Cut, Fill, Scarify & Compact, Stabilization and Fine Grade	2980	cy	\$	33.55	\$	99,979
Fine Grade	2106	sy	\$	4.75	\$	10,004
Sub Bond	1.5%	pct	\$	480,173	\$	7,203
SWPPP	1	allow	\$	20,000.00	\$	20,000

7,072 CY; Includes 6' select fill pad

Inc. 3,000 CY of pad prep and Lime Stabilization

Inc. inspections and reports

Total Earthwork	\$	507,375
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32 00 00 - EXTERIOR IMPROVEMENTS

Hardscape/Landscape Allowance	1	allow	\$	100,000.00	\$	100,000
2" Asphalt Overlay	1	LS	\$	40,000.00	\$	40,000
Asphalt Repairs	1	allow	\$	25,000.00	\$	25,000
Redi-Rock (or similar) Retaining Wall	2130	SF	\$	66.00	\$	140,580
Redi-Rock (or similar) Retaining Wall - Stairs	30	Step	\$	700.00	\$	21,000
Concrete Paving	NA	0	\$	-		
Pavement Markings, Wheel Stops & Signage	1	allow	\$	5,000.00	\$	5,000
Chain Link Fence	40	lf	\$	100.00	\$	4,000
Fence Gates	3	ea	\$	1,250.00	\$	3,750

Allowance per LG's 100% SD Documents

2" Asphalt Overlay of South side road

Includes Backfill

Carried in Division 3
6 Spaces; Fire Lane; Crosswalks;
handicapped parking

Total Landscaping & Irrigation	\$	339,330
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33 00 00 - SITE UTILITIES

Domestic Water Distribution	480	If	\$	160	\$	76,800	
Sanitary Sewer	113	If	\$	360	\$	40,680	
Storm Sewer	133	If	\$	150	\$	19,950	
Gas Line	1	allow	\$	12,000	\$	12,000	By Centerpoint Gas
Rainwater Collection/Harvesting System	1	ea	\$	50,000	\$	50,000	Assuming 10,000 Gallon; above grade
Foundation Drains	1	ls	\$	50,000	\$	50,000	
Utility Spoils Haul-Off	1	ls	\$	10,000	\$	10,000	
Sub Bond	1.5%	pct	\$	259,430	\$	3,891	

Total Site Utilities**\$ 263,321****ALTERNATES:**

None

SHSU Fred Pirkle - Engineering Technology Center
100% DD Budget - Qualifications/Assumptions
1/26/2015

Qualifications:

- 1) Epic Deck has only been included on the 3rd floor. The other floors we are assuming 22ga. composite deck.
- 2) Exposed structural steel will be primed and painted. No specification was found for AESS.
- 3) A/V wiring infrastructure to be installed per SHSU guidelines and not fully in conduit and cable trays as dictated on drawing AV-001
- 4) No centralized vacuum system has been included in this proposal.
- 5) No specialized water systems have been included in this proposal; all RO/DI systems are to be point of use systems furnished and installed by the Owner.
- 6) Detail 13/S-303 has not been included in this budget.
- 7) Manually charged breakers have been included in the electrical estimate in lieu of electrically charged.
- 8) Fungus proof breakers have been excluded.
- 9) Unless specifically outlined in the budget or shown on the plans, all discussions or other correspondence not specifically outlined has been excluded.
- 10) Acid neutralization tanks to be point of use systems mounted under sinks. 4 point of use tanks have been included in this proposal.
- 11) No lab vacuum has been included in this proposal. Per conversation Owner has small portable vacuum.
- 12) Replacement of the sidewalk along Bowers is only included adjacent to the project limit.
- 13) The wood deck in the plaza area is to be included as part of the landscape/hardscape allowance.
- 14) WT provided a credit of \$65k (prior to mark-ups) to delete the full-time dedicated safety supervisor from our team. In lieu of the safety supervisor WT's superintendent will enforce our safety policy along with periodic visits from our regional safety supervisor.
- 15) No medical grade gases or air have been included in this proposal.

100% DD Budget - Value Engineering Log Update January 26, 2015

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	Currently Accepted	COMMENTS
Approved & Accepted - Value Engineering						
GENERAL CONDITIONS						
1 Reduce general conditions to remove the full-time dedicated safety supervisor from WT onsite project team. Safety to be managed/enforced by our onsite superintendent with periodic visits from a corporate safety supervisor.	1	LS	\$ (65,000.00)	\$ (65,000)	\$ (65,000)	Whiting-Turner interpreted Division 01 of The Texas State University System specifications to require a full-time onsite dedicated safety supervisor. However it has been established that a full-time person dedicated to safety will not be required. If full-time onsite safety supervisor is required, the project General Conditions will need increased by \$65k.
MASONRY						
1 Masonry Water Repellents - delete	1	LS	\$ (5,625.00)	\$ (5,625)	\$ (5,625)	12/16/14 - Accepted; needs incorporated into docs.
2 Stair No. 1 - Delete brick and add stucco	1	LS	\$ (4,480.00)	\$ (4,480)	\$ (4,480)	12/16/14 - Accepted; needs incorporated into docs.
STRUCTURAL & MISCELLANEOUS STEEL						
1 Change building stair railings on Stairs 1 & 2 to standard picket rails in lieu of 7-line.	400	LF	\$ (30.00)	\$ (12,000)	\$ (12,000)	Approximately 210' of rail on south stair and 190' of rail on east stair 12/16/14 - WT Submitted shop drawings to team and VE item was Accepted
2 Change Exterior Railing type to something that works out to be \$150/lf in lieu of \$250/lf	550	LF	\$ (100)	\$ (55,000)	\$ -	12/16/14 - Savings captured through revised quantity and unit cost carried in 100% DD Estimate. WT provided shop drawings on fabricated rail system and alternate was accepted. WT still needs to provide LG with type of stainless steel cable to be used.
3 WT Estimate / "Pendulum Structure Allowance" - Foucault Pendulum has been deleted from project	1	ALLOW	\$ (10,000)	\$ (10,000)	\$ -	12/16/14 - Captured in 100% DD Budget; Budget had been revised to delete from scope
ACOUSTICAL CEILINGS						
1 Change ACT Manufacturer and Edge Trims	1	LS	\$ (56,750)	\$ (56,750)	\$ (56,750)	*8% savings to use USG in lieu of Armstrong; \$40k savings to omit specified wall angle AXM34STR and AXM5050STR. (\$56,750 Savings); Use details similar to Student Health. Gordon Contura Trim to be used in lieu of Axiom. 12/16/14 - WT working through revised material product data with LG.
METAL PANEL SYSTEM ALTERNATES						
1 Delete Rigid Insulation behind Metal Panels	1	LS	\$ (110,000)	\$ (110,000)	\$ (100,000)	LG Reviewing energy calculations to see if it can be deleted. 12/16/14 - LG needs to confirm with JIG that insulation can be deleted due to energy code. 1/5/15 - It was determined the insulation could be deleted but an additional 2 tons of capacity will need added to the AHU's.
2 Use a .04" (18 ga) aluminum metal panel in lieu of .05" (16 ga)	1	LS	\$ (22,500)	\$ (22,500)	\$ (22,500)	Use a .04" Morin Panel in lieu of .05" - Same panel systems MX1.0 and FW12S 12/16/14 - Accepted
OPENINGS						
1 Stair 1 Curtain Wall: Eliminate large curtain wall and replace with punched windows.	1	LS	\$ (15,000.00)	\$ (15,000)	\$ (15,000)	
2 Courtyard Windows: Delete tilt & turn windows and replace with fixed alum. windows	1	LS	\$ (15,000.00)	\$ (15,000)	\$ (15,000)	
3 WT Estimate / Overhead Coiling Door - delete automatic electric opening function - convert to chain operated	1	LS	\$ (2,000.00)	\$ (2,000)	\$ (2,000)	
4 WT Estimate / Courtyard Interior Storefront - Delete specified curtain wall and replace with storefront	2100	SF	\$ (15.00)	\$ (31,500)	\$ (31,500)	12/16/14 - Design and Construction team feel curtain wall is the best product for this application (Storefront is a \$15/SF savings over curtain wall). 12/23/14 - LG to change curtain wall to storefront.
5 West Façade - Delete two sections of curtain wall and change to Stucco (10' x 16' = 160 SF)	160	SF	\$ (68.00)	\$ (10,880)	\$ (10,880)	12/16/14 - Accepted; needs incorporated into docs.
SPECIALTIES						
1 WT Estimate / Corner Guards - 10 per floor specified for a total of 40 - Need to increase quantity to 20 per floor for a total of 80	40	EA	\$ 200	\$ 8,000	\$ 8,000	12/16/14 - Add corner guards per LG direction; currently carrying 40 in the estimate; LG feels 80 is the proper number.
EQUIPMENT						
1 WT Estimate / Window Washing Equipment - delete window washing system and use davit bases only	1	ALLOW	\$ (17,600)	\$ (17,600)	\$ -	12/16/14 - Captured in 100% DD Estimate in the form of handrail around the courtyard and tie-backs
2 WT Estimate / Loading Dock Equipment -Delete Dock Bumpers	1	ALLOW	\$ (1,000.00)	\$ (1,000)	\$ -	12/16/14 - No raised loading dock so tire stops will be installed in lieu of dock bumpers. Captured in 100% DD Estimate
SCIENTIFIC CASEWORK						
1 Have stand alone floral walk-in cooler and display case	1	LS	\$ (120,000)	\$ (120,000)	\$ (120,000)	Currently Carrying = \$200,000 Standard Walk-In = \$60,000 Standard Display = \$10,000 Millwork Surround = \$10,000 12/16/14 - Team agreed to carry \$80k for with combo or separate coolers. 1/6/14 - The revised specifications on the combo cooler (non-scientific grade) put the combo cooler within budget per Norfakes latest proposal.
2 Scientific Casework Material Wood vs. Steel	1	LS	\$ (25,000)	\$ (25,000)	\$ -	Use Steel Lab Casework in lieu of Wood Lab Casework 12/16/14 - Pending SHSU Approval 1/6/14 - Wood casework will be bid as base with steel casework as an alternate

100% DD Budget - Value Engineering Log Update January 26, 2015

DESCRIPTION		QTY	UNIT	UNIT \$	TOTAL \$	Currently Accepted	COMMENTS
SHADES / MINI-BLINDS							
1	Omit one shade from Double Shade Rollers	1	ALLOW	\$ (30,000)	\$ (30,000)	\$ (30,000)	WT priced - Have black-out shades only 12/16/14 - Accepted
2	Look for alternate blind system manufacturer	1	ALLOW	\$ (7,500)	\$ (7,500)	\$ (7,500)	WT exploring alternate manufacturers - Estimated Savings
ELEVATORS							
1	Alternate Manufacturer (Otis in lieu of TK)	1	LS	\$ (20,000)	\$ (20,000)	\$ (20,000)	WT priced
PLUMBING							
1	Modify Building Compressed Air System	1	LS	\$ (53,000)	\$ (53,000)	\$ (20,000)	In lieu of building compressed air, use self contained units locally throughout the building. 12/16/14 - Keep building compressed air system but price standard off the shelf compressor (\$15k savings) and revise piping layout and drops (\$5k savings). No medical grade air will be provided. Air compressor will not have scrolls, air dryers, purification filters, etc. per spec section 22 61 13 & 22 61 19.
2	Add Domestic Water Booster Pump	1	EA	\$ 45,000	\$ 45,000	\$ 45,000	Not in current docs, carrying below the line
FIRE SPRINKLER							
1	Do not relocate the FDC connection on the CFS Building.	1	LS	\$ (25,000)	\$ (25,000)	\$ (25,000)	1/12/15 - Per discussion between SHSU and the Fire Chief the FDC connection will not be required to be relocated.
2	Add Fire Pump	1	EA	\$ 45,000	\$ 45,000	\$ 45,000	Not in current docs, carrying below the line 12/16/14 - Priced based of revised design of 25HP, 500 GPM per JIG email direction..
MECHANICAL SYSTEM							
1	All non-fume hood exhaust valves can be round airflow control valves in lieu of Phoenix (or similar) valve.	13	EA	\$ (1,000)	\$ (13,000)	\$ (13,000)	1/08/15 - SHSU instructed LG that no chemicals will be used in the building; LG to instruct JIG to revise exhaust system on the basis that no chemicals will be used in the building. 1/12/15 - Per email direction of BSA.
2	Delete stainless steel 18' duct stack and supports on roof (keep stainless steel ductwork at hood locations).	1	LS	\$ (5,000)	\$ (5,000)	\$ (5,000)	Acceptable per BSA email dated 1/12/15.
3	Delete redundant exhaust fans on the roof since chemicals will not be used in the building.	1	EA	\$ (10,000)	\$ (10,000)	\$ (10,000)	
ELECTRICAL SYSTEM							
1	Aluminum Secondary Feeders	1	LS	\$ (15,000.00)	\$ (15,000)	\$ (15,000)	12/16/14 - Accepted; needs incorporated into docs.
EXTERIOR IMPROVEMENTS							
1	Reduce size of Energy Terrace						12/16/14 - Incorporated in the 100% DD Budget with Addendum 1.
	a. Relocate exterior door to east facade - change to 1-4' wide door vs. 2-3' wide doors						Incorporated into 100% DD Budget with Addendum #1
	b. Convert horizontal strip window to storefront	1	SF		\$ (18,000)	\$ -	Incorporated into 100% DD Budget with Addendum #1
	c. 450 SF conc retaining wall replaced with studs and brick masonry						Incorporated into 100% DD Budget with Addendum #1
	d. 45 LF rail at \$150/lf	-45	LF	\$ 150.00	\$ (6,750)	\$ -	Incorporated into 100% DD Budget with Addendum #1
	e. 45 LF retaining wall (20% reduction)	1	LS	\$ (30,000.00)	\$ (30,000)	\$ -	Incorporated into 100% DD Budget with Addendum #1
2	Add concrete curb and delete 15 bollards along west facade, keep only 2 removable bollards.	1	LS	\$ (3,500.00)	\$ (3,500)	\$ -	12/16/14 - Incorporated into 100% DD Budget with issuance of Addendum 1
Value Engineering Incorporated into Estimate						\$ (508,235)	
Not Approved - Value Engineering Ideas (Not included in GMP)							
STRUCTURAL & MISCELLANEOUS STEEL							
1	Change tube steel columns to wide flange columns				\$ -		Need sizing of wide flange column feedback from structural engineer. Wide flange members (raw materials) are approximately \$0.18/lb. cheaper than tube shape members.
2	Use stand angle in lieu of bent plate at deck edges	2,300	lf	\$ (7.00)	\$ (16,100)	\$ -	Perimeter floor angles/pour stops at floors 2, 3 and 4.
3	Delete Perf-O-Grip Plank Scrim off South Stairs	1	ls	\$ (20,000.00)	\$ (20,000)	\$ -	12/16/14 - 4 1/2" and 5 1/2" angles are not a standard size. Delete decorative steel screening on south stair.
4	Change from Perf-O-Grip to perforated corrugated metal panel by Morin (or other manufacturer) - MR-36 or A-12 profile 3/8" hole at 9/16" spacing (40% open)						
METAL PANEL SYSTEM ALTERNATES							
1A	Change Metal Panels to Stucco	1	ls	\$ (241,290)	\$ (241,290)	\$ -	Metal Panels - \$420,690 Stucco - \$125,000 Metal Panels b/w Windows -\$54,400 Total Savings = \$241,290
1B	Use a .029" (21ga) aluminum metal panel in lieu of .05"	1	ls	\$ (35,000)	\$ -	\$ -	Use a .029" Morin Panel in lieu of .05" - Same panel systems MX1.0 and FW12S; Not recommended due to "oil canning" possibilities with thinner gauge.
1C	Maintain specified MX 1.0 Morin Panel but change to 20 ga galvalume painted steel (verify that we can use this in an exterior application)						Could possibly be a long term maintenance issue.
1D	Use an alternate manufacturer - Berridge, Centria or other						WT investigated alternate manufacturers and found their pricing to either be in line with current budget or higher.

**100% DD Budget - Value Engineering Log Update
January 26, 2015**

DESCRIPTION		QTY	UNIT	UNIT \$	TOTAL \$	Currently Accepted	COMMENTS
1E	Use an alternate panel by Morin - i.e.: TT-12 (12" high panel with 8" raised area and 4" reveal)						
2	Delete Morin panels and replace with Nochia Cement Panels with Morin metal panels between windows				\$0		Cost between 2 systems is a wash
3	Delete Morin Panel and replace with Aluminum Shingles				\$ (14,000)		
MECHANICAL SYSTEM							
1	Modify Mechanical Design to match end users program	1	allow	\$ (150,000)	\$ (150,000)	\$ -	Start with exhaust system; 18' duct stacks on building exhaust; Savings could possibly be greater 12/16/14 - Cannot revise exhaust system due to chemicals that will be used and stored in the building. 1/12/14 - BSA provided exhaust system revisions due to chemicals being deleted from the building program.
ELECTRICAL SYSTEM							
1	Delete Generator Entirely from Project Scope	1	ls	\$ (60,000)	\$ (60,000)	\$ -	Not in original program 12/16/14 - Cannot be deleted.; Fire Pump does not need to be tied to the generator since Entergy is considered a reliable source. 1/8/15 -Per end user and SHSU IT direction the generator needs to stay.
Total of Proposed Value Engineering NOT Included in GMP Estimate:					\$ (501,390)		
Total of Value Engineering Included in GMP Estimate:					\$ (508,235)		

PROJECT COST COMPARISONS

PROJECTED IMPACT OF OPERATION AND MAINTENANCE COSTS

Cost Comparison

Project Name	Fred Pirkle Engineering Technology Center	Education & Administration Building - Phase I - Stage D	Health & Biomedical Sciences Bldg. II
Owner	Sam Houston State University	The University of Texas	The University of Houston
Location	Huntsville, TX	Austin, TX	Houston, TX
Start Date	May 2015	May 2014	November 2015
Date of Completion	December 2016	July 2016	March 2017
Bldg. Size (SF)	53,500	77,782	279,790
Estimated Cost	\$ 16,600,000	\$ 29,499,000	\$ 122,331,000
Cost/SF	\$ 310.28	\$ 379.25	\$ 437.22
Escalated to 2016 @ 5%/year	\$ 16,600,000	\$ 30,973,950	\$ 128,447,550
Escalated to 2016 Cost/SF	\$ 310.28	\$ 398.21	\$ 459.09

Project Name	Coleman Educational Facility Expansion	Felix Fraga STEM Facility	Ag & Life Sciences Bldg. 4
Owner	Houston Community College System	Houston Community College System	Texas A&M University
Location	Houston, TX	Houston, TX	College Station, TX
Start Date	June 2016	June 2015	November 2015
Date of Completion	May 2018	November 2016	March 2017
Bldg. Size (SF)	250,000	45,830	76,512
Estimated Cost	\$ 69,087,000	\$ 10,516,000	\$ 24,141,000
Cost/SF	\$ 276.35	\$ 229.46	\$ 315.52
Escalated to 2016 @ 5%/year	\$ 72,541,350	\$ 11,041,800	\$ 25,348,050
Escalated to 2016 Cost/SF	\$ 290.17	\$ 240.93	\$ 331.30

On-Going Costs



Engineering Excellence Since 1973

November 18, 2014

Mr. Earl Swisher
The Lawrence Group
900 E. 6th Street, Suite 105
Austin, Texas 78702

RE: Sam Houston State University – Fred Pirkle Engineering Technology Building
Guerra Project No. 14026.30

Mr. Swisher:

Jose I. Guerra, Inc. has done an analysis of the annual utility costs for the Sam Houston State University – Fred Pirkle Engineering Technology Building based on preliminary calculations done by a Trace energy model. The order of magnitude analysis is based on the following assumptions.

1. The building will have occupants 12 months per year with an operating schedule of 8am-5pm M-F. Graduate programs are assumed to utilize the evening hours and weekends.
2. Electric rate of \$0.06/kWh and Natural Gas rate of \$7/MMBtu. Chilled water usage was modeled as an electric powered chilled water plant with a 0.77kw/ton efficiency.

With the information available to Jose I Guerra, Inc. at design development, our estimate of annual energy usage for the building will be \$71,400. This includes the costs for electricity, natural gas and chilled water.

The MEP systems shall be designed according to ASHRAE 90.1-2010 and equipment selections will be made at or above efficiencies required by the Standard.

Please feel free to call if you have any questions regarding the issues noted.

Sincerely,

Shawn Allen, P.E.
Vice President
JOSE I. GUERRA, INC.

**ECONOMIC FEASIBILITY OF
ALTERNATIVE ENERGY DEVICES**

Environmental Impact - Energy



Engineering Excellence Since 1973

November 18, 2014

Mr. Earl Swisher
The Lawrence Group
900 E. 6th Street, Suite 105
Austin, Texas 78702

RE: Sam Houston State University – Fred Pirkle Engineering Technology Building
Guerra Project No. 14026.30

Mr. Swisher:

Jose I. Guerra, Inc. has been asked to provide an environmental impact letter for the MEP portion of the Fred Pirkle Engineering Technology Building.

The MEP systems shall be designed to meet the requirements published in ASHRAE 90.1-2010 and equipment selections will be made at or above efficiencies established by the Standard. All heating and domestic water boilers will be natural gas fired with Low NO_x emissions ratings.

Please feel free to call if you have any questions regarding the issues noted.

Sincerely,

Shawn Allen, P.E.
Vice President
JOSE I. GUERRA, INC.

Environmental Impact - Dark Sky



Engineering Excellence Since 1973

November 18, 2014

Mr. Earl Swisher
The Lawrence Group
900 E. 6th Street, Suite 105
Austin, Texas 78702

RE: Sam Houston State University – Fred Pirkle Engineering Technology Building
Guerra Project No. 14026.30

Mr. Swisher:

Jose I. Guerra, Inc. has been asked to provide a statement regarding the Texas Dark Sky compliance for the lighting that will be installed for the Fred Pirkle Engineering Technology Building.

The exterior light fixtures specified and installed for this building will meet the requirements to be Dark Sky compliant.

Please feel free to call if you have any questions regarding the issues noted.

Sincerely,

Shawn Allen, P.E.
Vice President
JOSE I. GUERRA, INC.

**Sam Houston State University
Fred Pirkle Engineering Technology Building
Huntsville, Texas**

**Alternative Energy and Energy Efficient Engineering
Design in New Building Construction Report**

for

Sam Houston State University
Facilities Planning and Construction Department
Huntsville, Texas

November 18th, 2014

Prepared By:

Jose I. Guerra, Inc.
2401 South IH-35
Austin, Texas 78471
512-4445-2090

HVAC SYSTEM TYPE AND CONTROL

Air Distribution System: will include two air handling units and a direct coupled outside air unit. Air Handling Units are scheduled to include Variable Air Volume fans with Variable Frequency Drives controlled to a duct mounted static pressure sensor located two thirds of the way down the main supply duct. A static pressure reset sequence will be included to control all air terminal units.

A dedicated outside air unit is included to pre condition all ventilation air prior to distribution through air handling units. The Outside air unit is scheduled to include a variable frequency drive controlled to a duct mounted static pressure sensor located two thirds of the way down the main duct. Demand based outside air control sequence will be included in the OAU sequence of operations.

Chilled and Heating Water Distribution:

Chilled water is provided to the project from the campus loop system. Secondary chilled water pumps are scheduled to include variable frequency drives controlled to static pressure.

Gas fired high efficiency, Low NOx, condensing boilers will be used to produce building heating water. Secondary heating water pumps are scheduled to include variable frequency drives controlled to static pressure.

Control System:

Building will be equipped with full Direct Digital controls integrated into a building management system configured to optimize building energy performance.

ELECTRICAL SYSTEM

Lighting Control: All areas will be equipped with occupancy sensors to reduce lighting load when the space is not occupied except for areas where automatic operation would endanger life safety. In areas with adequate vertical fenestration daylight sensors will reduce light fixture output when adequate side lighting is available. Spaces except for corridors, restrooms, stairways, and utility rooms will enable users to manually reduce lighting output 30-70%. This will comply with ASHRAE 90.1 - 9.4.

Automatic Receptacle Control: To reduce plug load 50% of all receptacles in open offices and private offices will be switched off when the space occupancy sensor detects the area is not occupied. This will comply with ASHRAE 90.1 - 8.4.2.

ALTERNATIVE ENERGY SOURCE STUDY

Overview: Based on a detailed analysis using RETScreen software Jose I. Guerra, Inc. does not find the use of any alternative energy systems to be cost effective for this project. See attached reports generated as well as the recommendations for each alternative energy system below.

Photovoltaic: Sanyo HIT Photovoltaic modules were used as a basis of design. Based on an upfront cost of \$110,110 for a system with capacity of 21kW and an electricity export rate of 0.11 \$/kWh the

Alternative Energy

simple payback time was calculated to be 62.8 years. The payback period for a photovoltaic system exceeds the expected life of the building and the warranty period of the system and is not recommended for this project.

Solar Hot Water: Apricus AP-30 evacuated tube solar collectors were used as a basis of design. Based on an upfront installed cost of \$25,000, simple payback is estimated at over 50 years. Since the life expectancy and warranty of such equipment is only around 10-15 years, Jose I. Guerra, Inc does not recommend implementing solar water heating for this project. This type of system may make sense where the only other option is high-cost electric-resistance type heating, however it typically does not make sense where low-cost natural gas is available, as it is at this site.

Wind Turbine: Bergey Excel 10 Wind Turbines were used as a basis of design. A 20 kW system will cost approximately \$62,000 up front. Based on an export rate of 0.11 \$/kWh the simple payback time is calculated to be 36.7 years. This exceeds the expected life of the building and the warranty of the wind turbine system. Based on this it is not recommended to install a wind turbine system at this site.

SHSU: Design Development Documents for South Dining

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

The design development documents prepared by Kirksey of Houston, Texas, for the South Dining project at Sam Houston State University and the projected total project cost of \$15,000,000 be approved, to be funded by Texas State University System Bonds [Auxiliary] in the amount of \$5,000,000 and by Auxiliary funds in the amount of \$10,000,000.

Explanation

Campus Master Plan/CIP. This project is in the campus master plan update adopted by the Board of Regents in February 2013. The South Dining project is on the TSUS CIP.

Background Information. This project known as the *South Residential District* was originally listed on the FY2014-1019 Capital Improvement Program adopted by the Board of Regents in May 2013. It comprised housing, food service and parking elements. However, during the project's programming, it was determined that each element should proceed as a separate project. The programming budget was \$14,125,859 based on the initial concept of a single story fresh food and bakery facility to accommodate 600 patrons. Emergency Food Service & Response Plan, an outdoor seating component, demolition of Art G building and existing parking lot enhancements were added to the scope of the project.

Project Site: This project will be located in the South District and will be situated on the northwest corner of Avenue J and 21st Street. It will be adjacent to existing South Paw to allow for shared service entry. The Art G building will be removed to allow for the new proposed dining facility. The site has an eleven (11) foot elevation grade change from the North to the South property limits, thus contributing to a higher foundation cost than would be incurred with a fairly level site.

Scope of the Project. The scope of work for the South Dining project includes the construction of a 28,000 gross square foot facility which will include a full-service fresh food dining concept, food service administrative offices, interior seating for 600 and outdoor seating. The existing bakery and food service offices will be moved from the Belvin basement to the new facility. The kitchen will provide six specialized cuisine concepts with flexibility to accommodate future food trend concepts. Demolition of Art G building and existing parking lot enhancements are included in the project scope.

In addition the facility will include provisions for dry breakfast foods, beverage stations and a bakery capable of providing baked goods to the entire campus. A shared loading dock and service yard will serve both the new facility and the adjacent, existing South Paw. A separate mechanical yard will provide the emergency power and chillers required for the Emergency Food Service & Response Plan which will support conditioned air, lighting and kitchen equipment.

Construction Manager-at-Risk. The construction manager-at-risk for the Project is KBR of Houston, Texas.

Project Justification. The Master Plan Update identified a need for the south campus to provide food service equivalent to other campus districts to balance food service campus-wide, including a bakery adequate to serve the entire main campus from one location. The new dining facility is in alignment with the University's strategic plan. It addresses SHSU's increasing enrollment, and will be capable of serving the existing south residence halls, i.e. White Hall and Raven Village, as well as the future South Residential Complex (700 beds). Current dining facilities are operating at maximum capacity. As Huntsville is a first responder, it is important that the campus have a food service facility capable of functioning fully during utility interruption.

Funding Source(s). The project will be funded from Texas State University System Bonds [Auxiliary] (\$5,000,000) and Auxiliary funds (\$10,000,000).

Design Development Submittal Documents. The Design Development Submittal documents follow this Motion.

SHSU: Design Development Documents for South Dining

Operating and Maintenance Cost

The completion of these improvements will result in a projected cost of approximately \$2.02 per square foot for maintenance and \$2.68 per square foot for power/utilities, for an annual total cost of \$56,560 and \$75,040, respectively.

Environmental Impact

Sam Houston State University anticipates no negative environmental impact as the result of this project.

Certification

The design documents submitted by the Architect/Engineer have been reviewed and found to be a complete and satisfactory Design Development (35% or more) design submittal. This certification is based on a review by the Component, and upon receipt by the System Office and/or the Component of a satisfactory statement from the Architect/Engineer of record for every discipline that to the best of their knowledge the design is complete, and all that remains to be provided are details required for the creation of construction documents and the preparation of such documents.

Total Project Budget

Construction Cost Limitation (CCL):	\$12,013,852
[Any other items within the construction cost]:	construction contingency included
Total Estimated Construction Cost:	\$12,013,852
CM Pre-Construction Services	20,950
Architect /Engineer Fees:	922,625
Furnishings and Equipment:	667,000
Owner Contracted Services / Other Work:	included below
Owner Provided Services / Miscellaneous:	342,140
Project Contingency:	436,283
Project Management Administrative Fees:	448,650
Landscape Enhancement	included in CCL
Public Art	148,500
Estimated Total Project Cost (TPC):	\$15,000,000

This budget represents the University's best estimate of project costs at this stage of design, based upon third-party construction estimates reconciled between the Architect's Cost Estimating Consultant and the Construction Manager at Risk.

Information Regarding Soft Costs in Total Project Budget

Construction Cost Limitation (CCL) is the sum of all the amounts related to construction cost which include the cost of the construction work itself, the profit and overhead for the construction professional, the construction professional's administrative cost to support the project during the construction duration and the construction contingency which is the mutually agreed upon amount between the System and the construction professional for the risk to complete the project based on the completion and refinement of the construction drawings.

CM Pre-Construction Services is the amount contractually agreed upon to compensate the Construction Manager-at-Risk for services rendered during the pre-construction phase of the Project.

Owner's Construction Contingency is the budgeted amount available to the Owner to assist in any subsequent capital costs that may arise after the project is bid. This amount represents 2.5% of the CCL.

Architect/Engineer Fees are the contracted amounts due the Project Architect/Engineer for its services on the Project.

Furnishings and Equipment represents the projected cost of furniture, fixtures and equipment to be incorporated into the Project. Included in this project are basic furniture, permanent fixtures, technology, audio/visual items, fundamental food service kitchen operating equipment and exterior furnishings.

Owner Contracted Services / Other Work includes construction materials testing, surveys and geotechnical services.

Project Contingency is for the operational aspects of the project, including professional services amendments, project expenses incurred by users and others, additional fees and other miscellaneous costs.

Project Management Administrative Fees is the amount projected to be charged to the Project by the Component to offset personnel and overhead costs in connection with managing the Project.

Landscape Enhancement is the 1% amount of the total project cost, when required by TSUS Rules and Regulations, for the enhancement of exterior landscape, hardscape, and waterscape features. This cost is included in the CCL.

Public Art is the 1% of the total project cost when required by TSUS Rules and Regulations, for acquisition of works of public art.



THE TEXAS
STATE
UNIVERSITY
SYSTEM

Texas State University System Board of Regents
Design Development Submission Package
Sam Houston State University Dining Hall

SHEET INDEX

Sam Houston State University,
Dining Hall
2014223

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1 | PROJECT TEAM

PROJECT TEAM

Sam Houston State University,
Dining Hall
2014223

Texas State University System

Office of the Chancellor

Brian McCall, PhD., Chancellor
Peter Graves, Vice Chancellor for Contract Administration
Rob Roy Parnell, Associate Vice Chancellor for Facilities

Texas State University System Board of Regents

Board Members

Dr. Jaime R. Garza, Chairman
Rossanna Salazar, Vice Chairman
Charlie Amato
Kevin J. Lilly
Ron Mitchell
Donna N. Williams
David Montagne
Vernon Reaser III
William F. Scott
Anna Sandoval, Student Regent

Sam Houston State University

Dana G. Hoyt, President
Carlos Hernandez, Vice President, Finance and Operations
Joellen Tipton, Executive Director of Resident Life & Living – Learning
Programs
Dan McDaniel, Director of the Lowman Center

Architectural and Engineering Team

Architect	Kirksey
Civil Engineer	Walter P. Moore and Associates, Inc.
Landscape Architect	TBG Partners
Structural Engineer	Haynes Whaley Associates, Inc.
MEP Engineer	E&C Engineers & Consultants, Inc.
Kitchen Design	Worrell Design Group
Telecommunication	4B Technology Group

2 | OVERVIEW

OVERVIEW

Sam Houston State University,
Dining Hall
2014223

PROJECT OVERVIEW

The new 28,000-square foot brick South Dining Hall building is programmed to offer a full-service dining experience for a multitude of students, staff and visitors. Three separate dining areas will provide interior seating for nearly 600 people. The fully outfitted commercial kitchen will provide six specialized cuisine concepts offered by Aramark services. The Aramark dining concepts are America's Comfort Station, International & Sauté, Grill & Classic Diner, Italian/Mediterranean, Produce Market & Deli, and a Dessert & Bakery station. In addition, the facility will include provisions for dry breakfast foods, beverage stations and a bakery capable of providing baked goods to the entire campus.

Beyond the actual production and serving of food, the single-story building will also house the administration component for the campus food service department. This 2,300 -square foot office space will be comprised of a reception/waiting area, several staff offices, an executive director's office, and a small conference room.

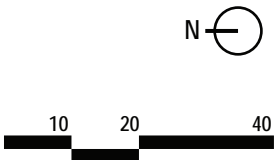
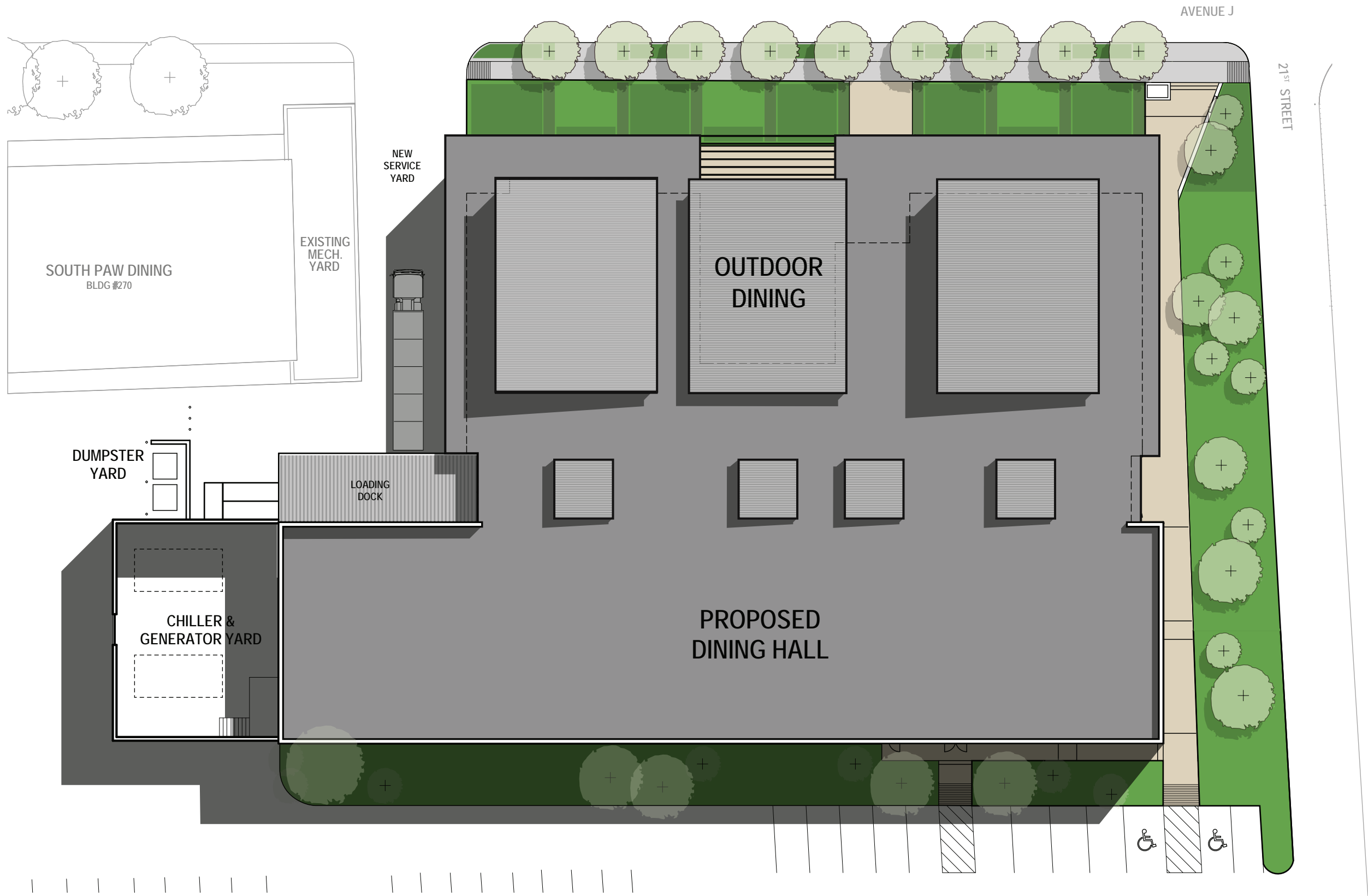
Careful attention was also provided for the loading dock and service yard, which will now function for both the new facility as well as the existing South Paw Café. The existing service yard will be completely revamped to allow service of more deliveries and greater access to utility and maintenance areas of both dining facilities.

3 | DRAWINGS

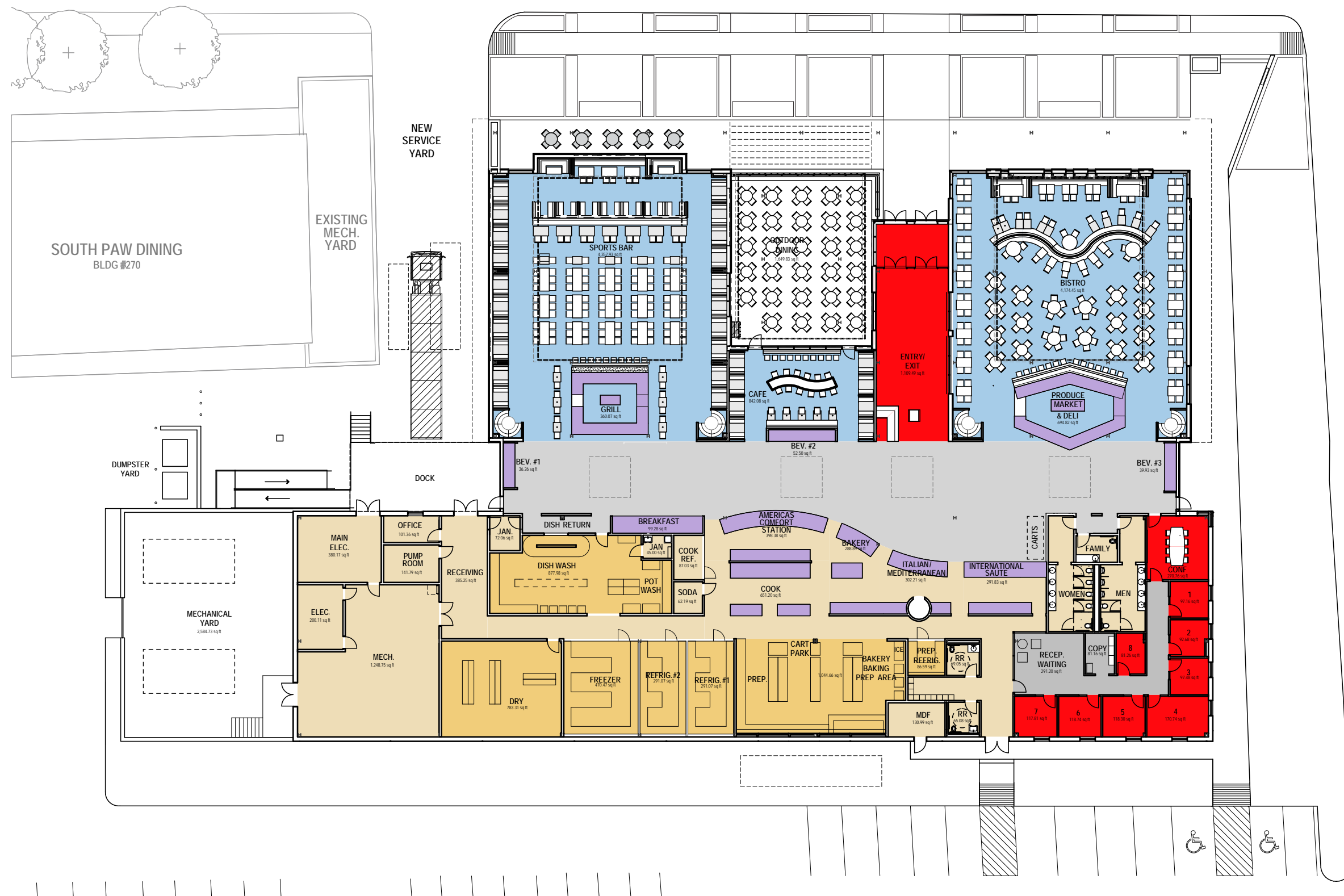




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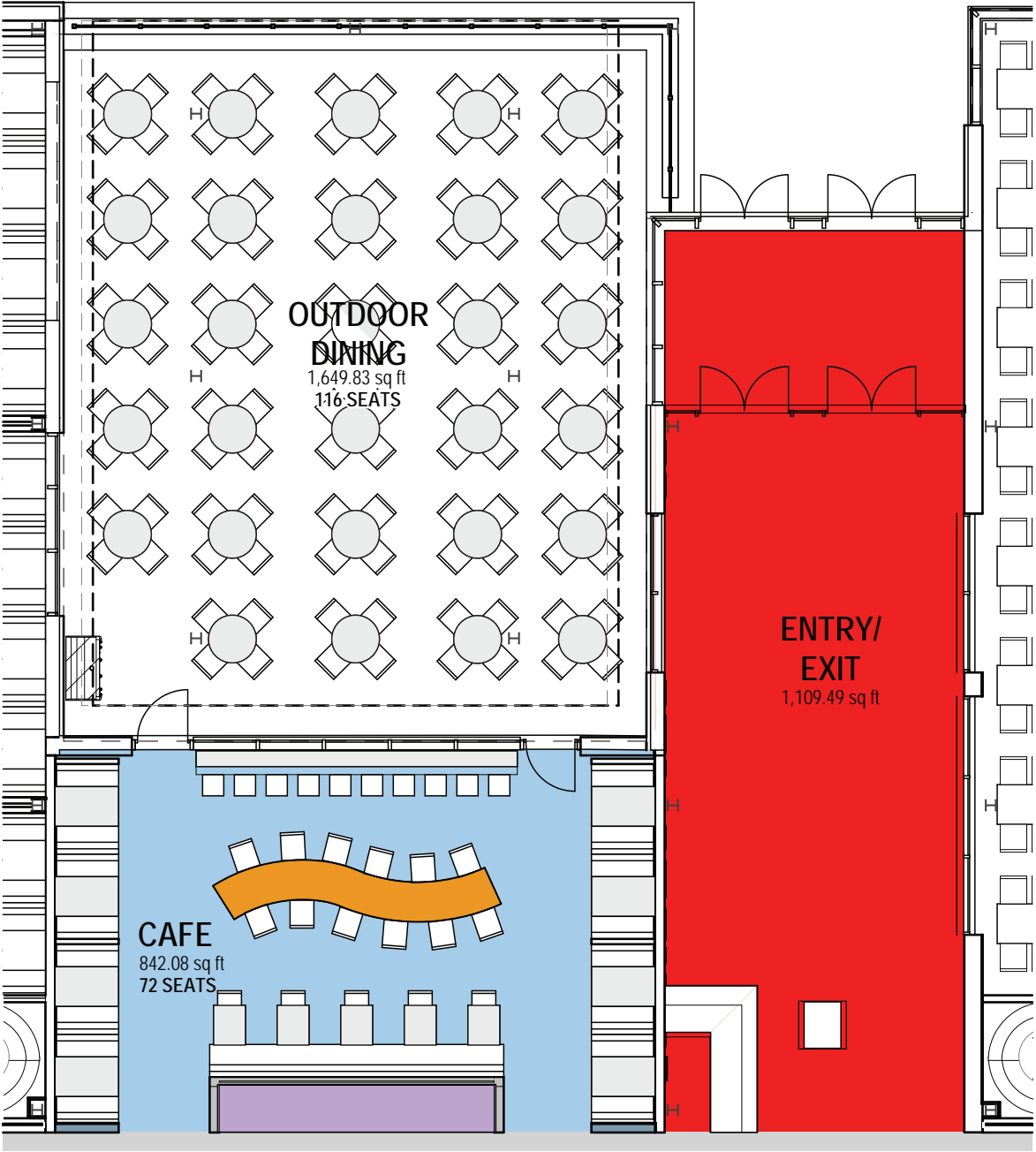
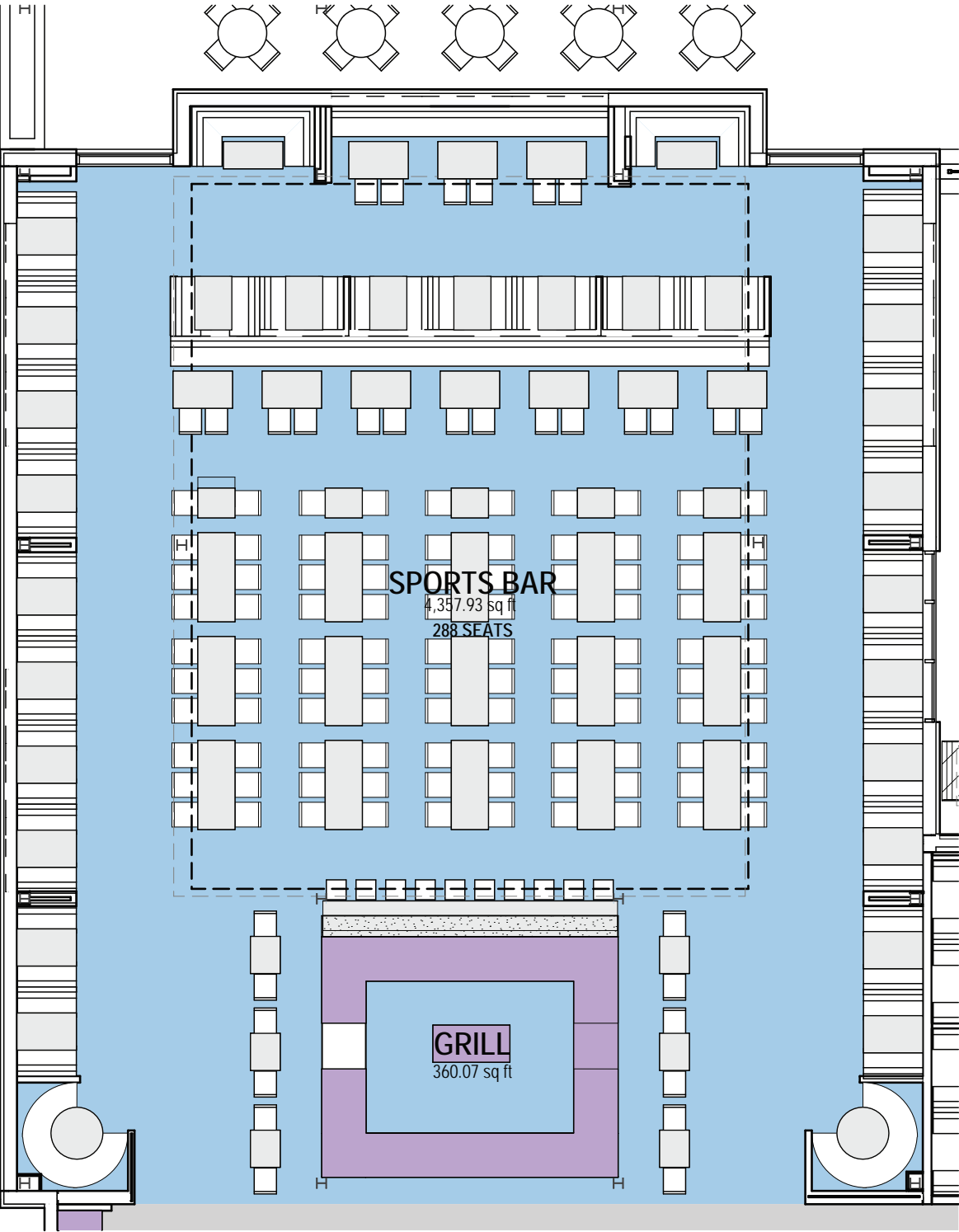


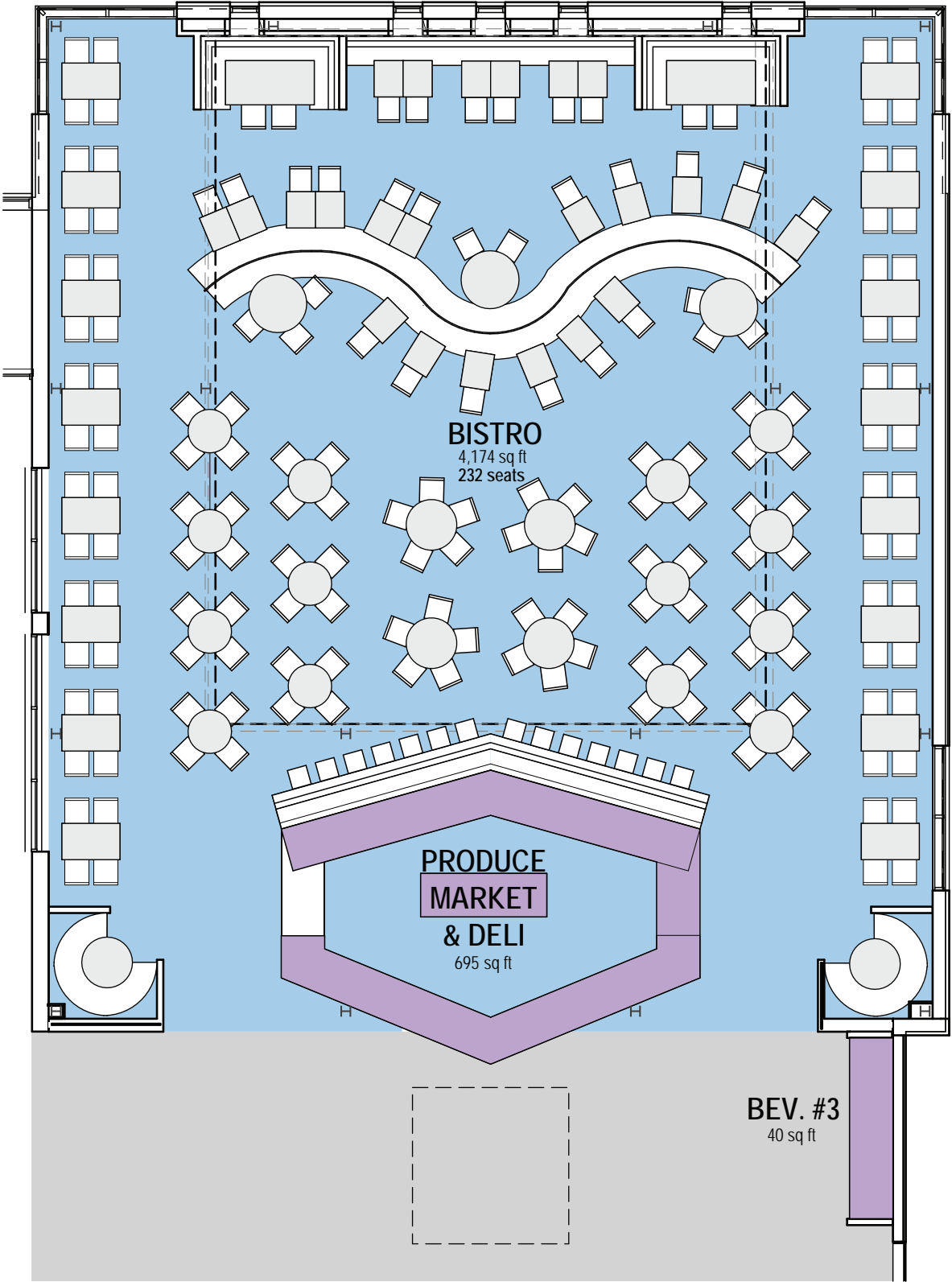
FLOOR PLAN



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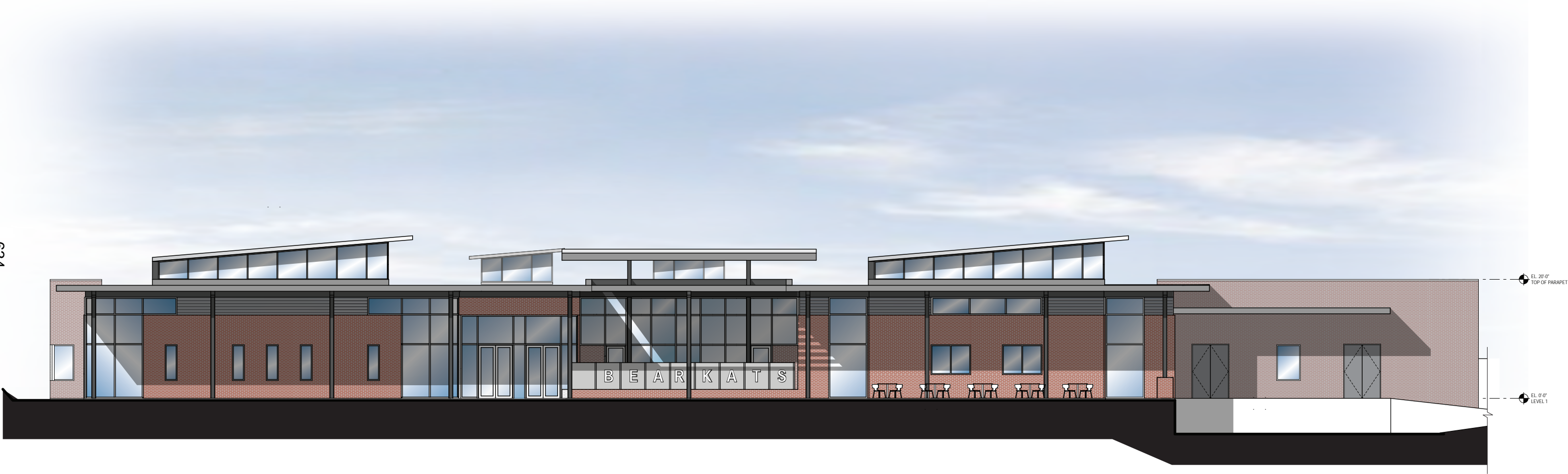






EAST ELEVATION

634



SOUTH ELEVATION

635



WEST ELEVATION

636







SERVING STATIONS



OUTDOOR PATIO



ENTRY DESK



BEARKATS CAFE



SPORTS BAR



BISTRO

4 | NARRATIVE

NARRATIVE

Sam Houston State University,
Dining Hall
2014223

Architectural Narrative

PROJECT SITE

The new South Dining Hall will be located in the Northwest corner of Avenue J and 21st Street. This location will help foster a new connection between the neighboring proposed Fred Pirkle Engineering and Technology Center, the existing South Paw Dining Facility, and the new South Campus Residence Complex.

Currently, the existing site is part of a large asphalt parking lot with elevation changes totaling more than an 8'-0" height difference over the length of the building. To accommodate the new building and the existing "Art G" building, the asphalt will be removed, the site cut and leveled, and new wider sidewalks will be provided along Avenue J.

DESIGN THEME

The design team envisioned a venue that would allow multiple dining experiences. To address this, three primary dining areas were designed to vary in theme and color. Each dining area is connected by way of the elongated server corridor. For each of the unique dining areas, designs drawing on the rich history and culture of the school will be reflected in the interior finishes and appearance. The three distinct dining areas are:

- **The General Sports Bar** (280-seats) - Designed to reflect the strong athletic culture and success of the SHSU student athletes. Strong graphics and branding will be used to create an exciting, sports-themed eatery.
- **The Bearkat Café** (244-seats) – This space will have appointments reflecting contextual elements of the Piney Woods, including wood paneling, deep earthy colors and textures, and strong themed graphics of nature and the surrounding area.
- **The Treetop Bistro** (76-seats) – This intimate eating spot is meant to be have a cozy café feel utilizing a warm, contemporary atmosphere in the décor and custom-design tables.

SPECIAL FEATURES

A special feature of the new dining facility is an outdoor seating venue that will be secured and controlled, allowing guests to enjoy dining al-fresco throughout the year. Features of this open-air 112-seat space will include a roof to keep the rain out, and ceiling fans to keep diners comfortable year-round.

Additionally, the facility will include a dedicated natural gas powered generator in the mechanical yard. The generator will have the capacity to provide power to all the cooking and serving equipment, as well as provide the full operation of the entire facility, including air conditioning and convenience outlets, during any type of severe weather or evacuation event.

BUILDING STATISTICS

- Final Building Gross Area: 28,830SF
- Original Program Gross Area: 27,408 SF
- Interior seating: 600
- Outdoor secured seating: 112

Civil Narrative

Project Description

Building/Project Statistics

Sam Houston State University is seeking to construct a new South Campus Dining Hall facility. The new building will be situated on the northwest corner of Avenue J and 21st Street adjacent to the existing South Paw Dining Hall and southeast of the proposed Fred Pirkle Engineering and Technology center located on the main campus. The finish floor elevation has been established at approximately 471.00 feet (MSL) which will be approximately 4 feet above the South Paw Dining Hall finished floor elevation. The building footprint will be approximately 27,897 gross square feet located on a site of approximately 1.1 acres. The dining facility is a full service facility with seating for approximately 600 students, staff and visitors.

The purpose of this narrative is to identify the existing site conditions and constraints, and known utility locations and sizes that might serve the new proposed South Dining Hall facility, and to present the recommended options for the siting of the proposed building that minimizes construction cost and maximizes the site use.

Existing Site Conditions

- 67,194 square feet of site clearing, structure, grubbing, tree and asphalt removal
- Capping and plugging of existing utilities that extend into the site that will not be utilized includes water, electrical.

Description of materials, systems and equipment

Exterior Site Improvements

- Clearing and grubbing of the site will consist of the removal of approximately 17 trees of various sizes and species. All of these trees are required to be removed to clear the site for new site improvements. The existing asphalt parking lot will be roto-milled down to the top of the existing base course in all areas. This will require the processing and stabilization of 59,060 sf of asphalt paving.
- Excavation of the building footprint will cut approximately 1,746 cubic yards and fill approximately 1,151 cubic yards with an excess of 595 cubic yards
- Fill area and subgrade under all new concrete pavement will require 6 inches of cement stabilized subgrade of approximately 27,250 square feet.
- Stabilized material under roto-milled area will be recompacted to 95% standard proctor and proof-rolled prior to asphalt overlay.
- Erosion and sedimentation control will be required to meet the minimum Storm Water Pollution control mandated by TCEQ and TPDES.

Sitework and Paving

- The existing asphalt is stabilized and mixed with existing subgrade and will be roto-milled, compacted to 95% Standard Proctor and proof rolled prior to the application of tack coat and emulsifier. The new asphalt overlay is a minimum of 2 inches in depth compacted and rolled to a density of 95% of the asphalt mix design.
- Concrete pavement at the loading dock surface is a minimum of 6 inches with #4 grade 60 reinforcing bars spaced at 18 inches on center with laps of a minimum of 20 inches with a 28 day compressive strength of 4,000 psi. placed on 6 inches of cement stabilized subgrade.
- Concrete sidewalk is 4.5 inch concrete pavement with #3 grade 60 reinforcement spaced at 18 inches on center with 4,000 psi 28 day compressive strength. Placed on 6 inches of stabilized subgrade.

- The trash dumpster pad is 12 inches of concrete pavement with a double layer of 34 Grade 60 at 18 inches on center, 4,000 psi 28 day compressive strength placed on 6 inches of cement stabilized subgrade.
- All parking spaces along the west side of the building are asphalt overlays.
- Pavement markings shall meet the TxDOT pavement marking requirements for both painted and thermoplastic markings.
- All site signage shall meet SHSU sign guidelines and details.

Site Utilities and Design

Domestic and Fire Water Supply.

- Approximately 40 linear feet of C909 PVC pipe that will run into the building and the design provides for a split in the line inside the building to provide domestic and fire connections.
- The fire department connection will also be located near the water meter with another 40 linear feet of 6 inch C909 PVC pipe coming from the building. All fittings will be ductile iron.
- 2 inch domestic water approximately 125 linear feet of copper line will be run from the mechanical room into the proposed rainwater harvesting tank that will be located towards the southwest corner of the building. This line is for makeup water to the rainwater harvesting tank.
- Double check backflow preventer with an air gap as required by TCEQ.
- 2 inch electronic butterfly valve that is designed to operate with the float switch inside the tank during times of low rainfall or drought.

Sanitary Sewer

- 200 linear feet of SDR 29 PVC pipe with 0.5% minimum slope. The new lines will be approximately 3 feet below existing grade based on the existing flow line in Avenue J.
- 1 new sanitary manhole.

Storm Sewer

- 10,000 gallons rainwater harvesting tank, harvested for reuse as landscape irrigation.
- 250 linear feet of 6 inch PVC storm sewer pipe for overflow lines and related connections.
- Trench drain approximately 110 feet long that will be located along the edge of the curb that delineates the toe of the sloping landscape down from 21st Street.
- The sidewalk and plaza area along Avenue J will have 3 intermittent grate inlets to capture storm water that falls in the plaza area.
- The storm piping will be approximately 50 feet of 8 Inch PVC storm pipe.

Natural Gas

- 2 inch polyethylene natural gas line approximately 100 feet long.
- Gas meter and regulator that ties into the new South Dining Hall located in the mechanical yard.

Telecommunications

- Telecommunications for the proposed South Dining Hall will feed the site from the east and the proposed route has been determined by SHSU who is bringing in the new fiber lines.

Electrical

- There are single-phase overhead electrical lines that will be converted to three-phase lines with pole mounted transformers by Entergy below ground via concrete duct bank from the west side which will traverse to the new South Dining Hall.

Traffic and Site Circulation

- Truck access to the loading dock will be analyzed and recommendations made as to the required driveway width required for access and turning.

Applicable Codes

2012 NFPA Life Safety Code
International Building Code 2012 Edition
American Water Works Association (AWWA)
American Standards Testing and Materials (ASTM)
City of Huntsville Drainage Criteria Manual
State Energy Conservation Office (SECO)
TxDOT Manual 2012 Edition

Landscape Narrative

The landscape design focuses on providing outdoor gathering spaces that are conducive to socializing and congregation. Outdoor spaces are designed to encourage interaction between students while responding to the adjacent building and surrounding campus. The landscape design includes an entry plaza, outdoor dining terrace and an improved streetscape and will fulfill University landscape standards including SECO requirements.

The landscape planting will include native and drought tolerant plantings for ease of maintenance while reducing the overall irrigation demand. A mix of hardwood and ornamental trees will be provided throughout the site. An improved streetscape will include street trees and landscape planting along Avenue J and 21st Street. Drip irrigation will be used in the planting areas as well as bubbler emitters at all trees. The irrigation system will include make-up metered water supply from the irrigation mainline pipe to a rainwater cistern, including "air gap" level sensor, 1" RainbirdPEB series electric valve and flooded suction booster pump.

Structural Narrative

General

The structure is designed in accordance with the 2012 International Building Code. The design live loads are as follows:

- ROOF20 PSF MIN
ROOFTOP MECHANICAL AREAS AS REQUIRED,
 - KITCHEN 100 PSF
 - DINING AREAS 100 PSF
 - LIGHT STORAGE AREAS 125 PSF
 - PERMANENT CORRIDORS 100 PSF
 - ASSEMBLY 100 PSF
 - INTERIOR MECHANICAL AREAS AS REQUIRED, NO LESS THAN 125 PSF
-
- The structure is designed to withstand Building Code wind pressures computed in accordance with Chapter 16, Section 1609, of the International Building Code, using Exposure Category B, and a basic ultimate wind speed of 125 miles per hour (3-second gust speed) at a standard height of 33 feet above the ground. This is an ultimate wind speed required by the 2012 IBC, and compares to the 100 mph design wind speed in previous codes.
 - The structure is designed to Seismic Design Category A, in accordance with Section 1612 of the International Building Code. This is not anticipated to control the project design.

- Concrete in the following areas shall have natural sand fine aggregate and normal weight coarse aggregates conforming to ASTM C33, Type I Portland cement conforming to ASTM C150, and shall have the following compressive strength (fc') at 28 days:
 - SPREAD FOOTINGS 3,000 PSI
 - PLINTHS..... 4,000 PSI
 - GRADE BEAMS..... 4,000 PSI
 - GROUND FLOOR SLABS 4,000 PSI
- Concrete reinforcement bars shall conform to ASTM A615, grade 60.
- Structural steel wide flange shapes shall conform to ASTM A992, grade 50 except as noted.
- Structural steel tubing shall conform to ASTM A500, grade B (46 ksi.).
- Concrete masonry construction shall have a minimum compressive strength (f'm) of 2,000 psi on the net cross sectional area at 28 days.
- Concrete masonry units shall be grade N, Type I light weight hollow concrete units meeting fire rating requirements and conforming to the requirements of ASTM C90. Masonry units shall have a minimum compressive strength of 2,800 psi when used in conjunction with Type S mortar, or 3,050 psi with Type N mortar, on the net area at 28 days. Masonry units shall not be installed prior to attaining the required 28 day strength.
- Mortar used with concrete masonry units shall conform to the requirements of ASTM C270. Type S mortar shall obtain an average compressive strength of 1,800 psi at 28 days. Type N mortar shall obtain an average compressive strength of 750 psi at 28 days.
- Concrete masonry grout shall conform to ASTM C476 and shall have a compressive strength of 3,000 psi at 28 days.

Foundation

- Geotechnical report No. E14-0903R1 by Alliance Geotechnical Group has been provided for this project.
- The ground floor slab will be soil-supported. The ground floor slab will be 5-inch thick concrete slabs, on a 15 mil Stego or equal vapor barrier, supported on improved subgrade. Slab may be recessed slightly for monolithic floor finish and/or drainage at kitchen and perhaps in dining areas. 8 inch deep depressions will be required at walk-in coolers and freezers, with a poured wearing slab inside. A 30 inches deep x 16 inches wide grade beam will be used at the perimeter.
- The foundation system will be shallow spread footings, bearing at a depth of no less than 2feet below final lowest grade elevations in close proximity of the interior and perimeter columns.
- The subgrade preparation under the ground floor slab shall be installed per Geotechnical recommendations.

Roof Structures

- Heavy MEP and kitchen equipment items will be ground (not roof)-supported. Main roof will consist of insulation over 1-1/2 inch deep, 20 gauge Type B galvanized (G90) steel roof deck, spanning to open web steel joists at about 5 to 6 feet on center. The joists are supported on beams and girders framing to steel columns. Additional framing is provided at roof openings for mechanical and kitchen equipment.
- The roof structure is sloped for architectural effect and to account for drainage. Additional drainage will be provided by tapered insulation.
- The clerestory roof structures over the dining areas consist of a sloping standing seam roof over insulation over 3 inch deep, 20 gauge Type NA galvanized steel roof deck, spanning to steel beams.
- Any structural members that are exposed to the exterior are galvanized and coated with an architectural painted finish.
- Lateral (wind) bracing is provided by chevron (K) bracing interspersed through the building.

Perimeter Walls

- The perimeter walls of the building consist of masonry veneer over non-load-bearing lightgauge steel stud walls
- An architectural finish structural steel tube framing system will be required to back up the curtainwall system.

Mechanical, Electrical, and Plumbing Narrative

Mechanical System Design Narrative

Design Conditions and Factors

Outdoor Conditions

Summer: 98°F DB and 78°F WB

Winter: 27°F

Indoor Conditions

Occupied Hours

Summer: 72°F DB & 60% RH Max

Winter: 72°F (no humidity control)

Unoccupied Hours

85°F summer and 55°F winter with 60% RH max.

Internal Loads

Approximately 12.0 watts/square foot of power for the kitchen/prep areas.

Approximately 2.0 watts/square foot of power for the dining areas.

Approximately 1.75 watts/square foot of lighting for space.

Occupancy

600 persons.

Air Load Factors

Fan motor actual horsepower

Duct leakage..... 2%

Contingency..... 5%

- Convert to actual Btu/HR and increase cooling coil capacity as required.

Outside Air Quantity

The greater of 20 cfm/person or 115% of the exhaust air flow through kitchen hoods.

Filtration

Typical air handling units: MERV-8, 2" filters and MERV-11, 12" filters

Typical fan coil units: MERV-8, 2" filters

Energy Code

Based on ASHRAE 90.1-2013.

Mechanical

- The HVAC system shall be served from two 150 Ton new air cooled chillers located in the new service yard next to the building. New 6" above ground chilled water supply and return piping will be routed to the new mechanical pump room. A new variable flow 550 gpm booster pump located in the first floor mechanical room will serve the New Dining Hall. The heating shall be provided by a small (1,500 MBtu) condensing boiler located in the first floor mechanical room.

- The air handling units shall consist of a mixing section, filter section to house MERV-8 and MERV-11 filters, a heating coil, 2 4-row cooling coil sections in series and a direct drive fanwall type system. The unit shall be approximately 42,000 cfm. The outside air shall be controlled by the number of exhaust fans in operation and CO2 sensors located in the dining facility.
- The air handling unit shall serve fan powered boxes to control temperature. The unit shall also utilize VAV valves in the kitchen areas to maintain mildly occupied hours and provide proper outside air to the personnel (not intended for hood make-up).
- Additional spot cooling shall be provided by fan coil units located above the ceiling near the cooking areas. These units shall only operate if space temperature sensors show readings over 78 degrees. There shall be:
 - One 7.5 ton water cooled unit shall serve the Americas.
 - One 5 ton unit shall serve the dishwashing area.
 - One 5 ton unit shall serve the Main Kitchen.
 - Three 5 ton units shall serve the Grill, Deli, and Dessert area.
 - Make-up to the kitchen hoods are to be from the dining area outside air.

(All AHU's shall utilize fan wall technology)

Duct Systems

- All supply air from the air handling units shall be through externally insulated pressure sheet metal ductwork.
- The Return air shall be ducted to the air handling units from above the open dining ceiling area. Each fan coil unit shall have directly connected return air. Outside air ductwork shall be externally insulated sheet metal.
- Duct sizing shall be based on the air flow required by the zone being served. Ductwork sizing shall be based on a maximum of 0.10" static pressure drop/100'. All ductwork construction and support shall conform to the latest Edition of SMACNA. All longitudinal and transverse joints shall be sealed using a water-based duct sealer.
- All exposed ductwork will have aluminum jacketing.

Ventilation and Exhaust

- Toilet room exhaust air shall be exhausted through sheet metal ductwork by means of exhaust fans located on the roof.
- Toilet room exhaust shall be the larger of 75 cfm per fixture or 6 air changes per hour.
- Kitchen exhaust air shall be exhausted through stainless steel or black steel ductwork wrapped in a 2-hour rated insulation routed to fans located on the roof with grease interceptors. All grease ducts shall include access doors for ease in cleaning and shall slope to ensure proper drainage. All exposed ductwork will have aluminum jacketing.
- Typical building pressurization shall be accomplished by providing more outside air than exhaust.

Automatic Temperature Controls

- The automatic temperature control system shall be DDC type and read back to the campus automation system.
- Chilled water, natural gas, domestic water and electricity shall be metered through the BAS for purposes of billing.

Electrical Narrative

Electrical Utilities

- **ELECTRICAL SERVICE** – Electrical power to the site originates from Entergy overhead service lines near the site. From the Utility provided pole mounted transformers the service extends underground in a red concrete encased duct bank to a step bus gutter, PT/CT can, and meter installed in accordance with Entergy service standards. An EPO button is provided at the meter to disconnect the service. From the step bus gutter two services extend out underground. One service turns up into the main switchgear and one service turns up into the fire pump ATS.

Interior Electrical Distribution System

- **LOW VOLTAGE DRAWOUT SWITCHGEAR** - One switchgear lineup will be provided: a 1,600A switchgear N1HSG will serve the building and the mechanical yard. The switchgear shall be rated for 480Y/277V, 3-phase, 4-wire, solidly grounded wye system. Switchgear shall be metal enclosed, drawout type. Switchgear shall have main circuit breaker and copper bus. Switchgear shall have SPD and metering provisions with an arc flash setback switch and zone selective interlocking. Switchgear shall serve loads as shown on the riser diagram.
- **LOW VOLTAGE TRANSFORMERS** - Transformers shall have copper windings. Transformers shall have 150 degree temperature rise. Transformers sizes are as shown on the riser diagram.
- **PANELBOARDS** - Panelboards shall have copper bus. Panelboards shall have hinged covers with lockable hinged doors. Panelboards shall have bolt in breakers. Provide panel boards in the amount and sizes shown on the riser diagram.
- **LOW VOLTAGE CONDUCTORS AND CABLES** - All wire shall be installed in conduit. All wire shall be copper stranded type THHN/THWN-2. All wire shall be tested prior to energizing. Type NM cable will not be allowed.
- **ELECTRICAL GUTTERS AND WIREWAYS** - All wireway and gutters shall be steel.
- **SHORT CIRCUIT ANALYSIS/COORDINATION AND ARC FLASH STUDY** - A complete short circuit analysis, protective device coordination study, emergency power system selective coordination study, and arc flash and electrical hazard studies will be performed.
- **CONTACTORS, RELAYS PHOTOCELLS AND TIME SWITCHES** - Contactors shall be electrically held.
- **Lighting control relay panels** shall have multiple schedules with multiple channels and shall include an exterior photocell.
- **WIRING DEVICES** - All receptacles and switches shall be commercial grade 20A white. Coverplates in kitchen areas shall be stainless steel and plastic in all other areas.

Electrical Grounding

- All bonding and grounding shall be installed in accordance with the NEC. Grounding bus bars will be provided in each electrical and IT room. Grounding risers will connect all grounding bus bars in electrical or IT rooms. All grounding risers will connect to the main grounding bus bar in the main electrical room.

Lighting Fixtures, Lamps and Poles

- All lighting shall be fluorescent type to fullest extent possible. All ballast shall be electronic type with 10% THD. The emergency power system will supply the egress lighting. Exterior lighting shall be the LED campus standard with time clock/photo control. Lighting controls shall be motion sensors or via relay panel as indicated on drawings. Lighting power densities and controls shall comply with ASHRAE 90.1-2010 edition.

Lightning Protection Systems

- A complete lightning protection system shall be installed. System shall include a building ground loop and copper downleads. The system is designed per the Lightning Protection Institute Installation Standard LPI 175, UL 96A, NEC-NFPA 70, NFPA 780.

Emergency Power

- Emergency power shall be provided for the building by an emergency natural gas generator. The generator set shall be rated for 725kW/906kVA, 480Y/277V, 3-phase, 4-wire. The generator set shall be a natural gas fired engine-generator set. The generator set shall include 2 output circuit breakers serving building emergency power loads and fire pump as shown on the riser diagram. The generator set shall be provided with a Level 2 sound attenuating enclosure. Generator loads shall be as shown on the load analysis. Transfer switches shall be 4-pole and programmed open-transition type. Transfer switches shall be provided with isolation bypass. Three automatic transfer switches will be provided, one for emergency loads and two for optional standby loads.

Low Rise Addressable Fire Alarm System

- Fire alarm panels shall be addressable type and comply with NFPA 2010 code. Fire alarm audible devices shall be voice type. Strobes candela ratings shall comply with NFPA. All detectors shall be system detectors. Fire alarm control panel shall be monitored point by point by the central campus GE fireworks fire alarm panel.

General Electrical Information

- GENERAL - All electrical installed in finish spaces shall be concealed. All systems and wiring will be tested. Fire stopping will be provided at all rated walls. All voice and data and security wiring shall be per the voice/data consultants specification write up. All work shall be installed in accordance with the NEC.
- ELECTRICAL RACEWAYS AND FITTINGS - All raceways shall be metal. All boxes shall be steel. All fittings shall steel set screw or compression type. All 480V services will be provided in red concrete encased duct banks per campus standards.
- ELECTRICAL CONNECTIONS FOR EQUIPMENT - All connections shall be coordinated with owner and contractor installed items.
- MISCELLANEOUS ELECTRICAL CONTROLS AND CONTROL WIRING - All wiring requirements shall be coordinated with all mechanical, security, and all other disciplines.
- LOW VOLTAGE VOLT FUSES - All fuses shall be current limiting type.
- SAFETY AND DISCONNECT SWITCHES - All switches shall be heavy duty type.
- MOTOR STARTERS - All starters shall have solid state overloads with phase failure. All starters shall have led pilot lights.
- SURGE PROTECTION DEVICES (SPD) - A Type 1 SPD shall be provided in the main switchgear. Surge protection devices will be provided on the secondary of all dry type transformers.

Electrical Design

- Sam Houston State University Design Standards – February 2014
- National Electrical Code (NEC) – 2014 edition
- Electrical Safety in the Workplace – NFPA 70E, 2009 edition
- Occupational Safety and Health Act - (OSHA)
- National Fire Protection Association (NFPA-780) – Lightning Protection Code – 2008 edition
- National Fire Protection Association (NFPA-101) – Life Safety Code –2012 edition

- International Building Code (IBC) – 2012 edition
- ASHRAE 90.1 energy standards – 2010 edition
- SECO – State Energy Conservation Office.
- Texas Department of Licensing and Regulation – TAS 2012

Plumbing Narrative

Scope

The following is a general description of the required work, systems and services to be performed for the above referenced project:

- A complete sanitary sewer waste and vent system as required by the kitchen. The grease trap shall be approximately 7,000 gallons and shall be located between the building and Avenue J, under the loading dock for easy maintenance and shall connect to the civil waste piping under Avenue J.
- A complete domestic cold water system to serve the entire building as required by the kitchen. The system shall be served from a new duplex domestic water pump system.
- A complete domestic hot water system consisting of two gas fired water heaters will serve the entire building and the kitchen. This will include two separate loops, one at 140 degrees for the kitchen and one at 120 degrees for the remainder of the building.
- A fire protection system of the most stringent of what is required by local codes or requested by SHSU. System will be served from a new 500 gpm at 45 psi fire pump with associated jockey pump and backflow preventer.
- Roof drains as required for the architectural configuration of the roof and as required per code.
- Insulation for cold water mains, all hot water piping, all horizontal storm drainage piping and all fire protection and cold water piping where subject to freezing.
- All necessary plumbing fixtures, floor drains and other specialties required to completely finish and set the plumbing system in working order.
- Natural gas service will be utilized for kitchen cooking equipment and as the fuel for the domestic water heater, heating hot water boiler and standby generator.
- A 10,000 gallon fiberglass tank as sized and specified by the Civil Engineer shall be provided to collect rainwater for irrigation use.

Plumbing Services

- Water service to the building will be brought to 5'-0" outside the building on the Civil Site Drawings. Extension to water meter and to campus main connection will be the responsibility of this Contractor. The water tap for landscape sprinklers, if required, will be shown on the Civil Site Drawings.
- Fire water service, if required, to the building from the city main and piping from the 2-Way Fire Department Connections to the fire system shall be the responsibility of this Contractor.
- Building sanitary sewer will be stubbed out 5'-0" outside, to the west side of this building by this Contractor for connection on the Civil Site Drawings.
- Building storm drainage shall be stubbed out 5'-0" outside, to the north side of this building by this Contractor for connection on the Civil Site Drawings.
- Building natural gas service will be connected to gas company supplied gas meter adjacent to building. All underground gas piping to gas meter will be by Gas Company and all gas piping within the building shall be black steel rated for natural gas service.

Food Service Narrative

Introduction

New Dining Hall will provide a full-range three meal service for the campus student residences and operate as a subscribed meal plan method seven days per week. The Dining Hall will also be open to the community and to visitors. The kitchen is planned to produce approximately 3800 meals per day as well as function as the central bakery for the campus.

Kitchen

- The kitchen is approximately 5,200 sf. A receiving area within the kitchen allows goods to be sorted and then stored in their separate respective rooms: paper goods/dry foods; one walk-in refrigerator and one freezer. The preparation and “bulk” food hot production zones are located adjacent to the storage spaces and directly connect to most of the servery menu platforms.
- Pot washing and dishwashing is positioned adjacent to receiving/service entry. Staff and patron restroom facilities, foodservice staff offices are located at the opposite end of the kitchen. Diners are able to self-bus their soiled dishes to a screened tray return window and accumulator conveyor connected to the dishroom.

Servery

- Six menu or food venue platforms, containing one or two self-contained menu themes, are located within the servery spaces. The food venues will feature a diverse selection of global and local menu offerings in a variety of stations: Grill; International/Sautee Station; Deli/Vegetarian/Soup/Salad; Italian; Hot Entrée/Comfort Foods and Desserts/Bakery.
- A breakfast bar (cereals) is centrally located between the two dining zones and three beverage counters are conveniently located in each of the dining areas. Everyday dining operation will use reusable, permanent ware (dishes/silverwares/cups) with disposable containers available for “take-out”.

Dining

- The Dining Hall offers two separate dining zones, each with 288 and 232 seats respectively and some bar stool seating available along the food serving station/platform. In addition, there is a small café seating 72. Customers may also dine within a secured outdoor seating space located near the entry point.

Telecommunications Narrative

- The facility shall include wired connectivity in offices and at point of sale locations as well as high density wireless data in dining areas.
- The fiber optic backbone, outside plant telephone cables and broadband RF (video) cables will be fed from the nearest communication manhole and will connect to the project’s main telecommunications room.
- In the select areas flat screen displays and sound systems will be provided to support University televised events and content determined by the University. Built-in items including flat screens, speakers and inputs shall be included in the project scope. AV electronics shall be CFCI.

General

- The technology infrastructure will be fully compliant with the latest versions of the Sam Houston State University Division 27 Standards and the TIA/EIA 568-B Series Commercial Building Telecommunications Cabling Standards. Supported speeds will include up to Gigabit Ethernet in the Category 6 horizontal subsystem from the Equipment Room (ER) and the Telecom Closet (TC) to telecommunications outlets and 1 Gigabit Ethernet, 10Gigabit Ethernet in the intra-building copper and fiber optic backbone and 40Gigabit Ethernet in the intra-building fiber optic backbone subsystem.

Security System

- The new facility will be equipped with a single tiered access control system managing entry into each building and also controlling access into “high risk” areas within each building. The system intent is to control and monitor access to areas that may contain items and/or information identified as valuable, and to allow access to appropriately authorized personnel only. SHSU Division 8 Standards dictate the use of the CCURE 9000 access control platform manufactured by Software House.
- Access to the “high risk” areas will be controlled by the presentation of a credential (security card). This system must be compatible with existing access control systems currently present on SHSU Campus. The access control systems will have the ability to report back to centralized security command centers via the SHSU campus data network.
- The facility will be monitored by a Video Surveillance System (VSS) in areas of interest to the Owner such as building entry points, lobbies, stairwells and point of sale locations. This system will be recorded and monitored from a station in a security area of the facility as well as remote locations as dictated by the Owner and Campus Police.

5 | OPERATION COST

OPERATION COST

Sam Houston State University,
Dining Hall
2014223

Mechanical, Electrical and Plumbing

E&C has done an analysis of the annual utility costs for the new Dining Hall at SHSU based on historical data of other similar facilities. The order of magnitude analysis is based on the following assumptions:

The building will have occupants 10 months per year, but remain conditioned to an unoccupied mode during the two summer months.

Electric rate of \$0.07/kWh and Natural Gas rate of \$7/MMBtu.

With the information available to E&C at design development, our estimate of annual energy usage for the building will be \$75,000. This includes the costs for electricity, natural gas and water & sewer.

The M/E/P systems shall be designed to ASHRAE 90.1-2007 and equipment selections will be made at or above efficiencies required by the Standard.

Overview

The completion of these improvements will result in a projected cost of approximately \$2.02 per square foot for maintenance and \$2.68 per square foot for power/utilities, for an annual total cost of \$56,560 and \$75,040, respectively.

6 | COMPARATIVE COST

COMPARATIVE COST OF SIMILAR PROJECTS

Sam Houston State University,
Dining Hall
2014223

SHSU - South Campus Dining Hall

New construction, single story dining hall.

Architect:	Kirksey
Project Size:	28,830 sq. ft.
Project Cost:	12 million (\$416/gsf.)
Completion Date:	Summer 2016

University Of Texas Permian Basin (Residence Housing with Dining Hall)

New construction of Residence Housing complex with Dining Hall incorporated.
Below is the construction cost for the **Dining Hall portion only**.

Architect:	Randall Scott Architects
Project Size:	15,750 sq. ft.
Project Cost:	5.9 million (\$375/gsf.)
Completion Date:	Summer 2016

Texas A&M University – Corpus Christi Dining Hall

New construction, single story dining hall.

Architect:	Kirksey
Project Size:	18,700 sq. ft.
Project Cost:	\$8.3 million (\$444/gsf.)
Escalated Cost:	\$8.4 million (\$450/gsf.)
Completion Date:	2014

Tarleton State University – Dining Hall

New construction, multi-story dining hall.

Architect:	Kirksey
Project Size:	42,000 sq. ft.
Project Cost:	\$10.9 million (\$260/gsf.)
Escalated Cost:	\$11.9 million (\$283/gsf.)
Completion Date:	2008

7 | ALTERNATIVE ENERGY SYSTEMS

ALTERNATIVE ENERGY SYSTEMS

Sam Houston State University,
Dining Hall
2014223

SELECTION OF HVAC SYSTEM TYPE, CONTROL

Air Distribution:

- All air handling systems selected for the SHSU Facility were selected to be Variable Air Volume (VAV) type system utilizing Variable Frequency Drives (VFD's) controlled by duct static pressure sensor and temperature sensors.
- Series Fan Powered Boxes will be used for all areas except the special cooking areas.
- FPB will be specified with ECM motors providing the most energy efficient motor and the ability to reset fan speed remotely real-time through the DDC control system.
- Floor pressurization will be maintained by BAS system by calculating the difference between supply and return air to the AHU's. Building will be pressurized at all times.

Chilled and Heating Water Distribution:

- The building chilled water and heating water secondary control system is variable flow designed in accordance with the SHSU Design Guide.

Alternate Energy Study of Possible Use:

Because of the long payback, utilizing photovoltaic to produce electrical power, solar energy for hot water generation and wind to produce electrical power it is not cost effective for this project.

E&C performed an alternate energy screening using RETScreen (Renewable-energy and Energy-efficient Technologies) screening software accepted by SECO for this purpose. Attached are the input and output reports from RETScreen on which the following recommendations are based.

Recommendations:

Photovoltaic

We do not recommend due to the simple payback being greater than 73.3 years.

- Our study is based on an installed unit cost of \$2406 per Sharp NT-185U1 single crystal silicon module.
- Project life was set at 25 years and is in line with the manufacture's product warranty.
- Electricity export rate of \$109 MWh is based on the Department of Energy's Energy Information Administration energy prices for Texas in 2010.

Solar Hot Water

We do not recommend due to the simple payback being greater than 15 years.

- This study includes 13,155 ft² of solar collector area at an installed cost of \$150 a square foot for an evacuated tube system.
- The daily hot water use was set at 150,000 per day with a supply temperature of 140 °F
- As a baseline comparison, this study incorporates the equivalent fuel consumption needed to meet our daily hot water requirements if using a natural gas water heater with 80% seasonal efficiency.

Wind Turbine

We do not recommend due to the simple payback being greater than 34.0 years.

- Four 3 kW two-blade wind turbines were used in this analysis.
- The installed price per unit was estimated at \$25,000 with an anticipated 32 MWh generated each year.

The electricity export rate used was \$101.0 per MWh

8 | COST ESTIMATE



GMP Budget
for
SHSU South Dining Hall

Client: SHSU / TSUS
Location: Huntsville, Texas
Date: 1/15/2015

Building GSF: 27,897

DIVISION	DESCRIPTION	BUDGET AMOUNT	COST PER BLDG GSF
01	General Requirements	\$ -	0.00
02	Existing Conditions	\$ 84,983	3.05
03	Concrete	\$ 530,220	19.01
04	Masonry	\$ 332,710	11.93
05	Metals	\$ 791,959	28.39
06	Wood, Plastics and Composites	\$ 132,435	4.75
07	Thermal and Moisture Protection	\$ 704,901	25.27
08	Openings	\$ 373,315	13.38
09	Finishes	\$ 1,118,237	40.08
10	Specialties	\$ 33,744	1.21
11	Equipment	\$ 7,500	0.27
12	Furnishings	\$ 18,630	0.67
13	Special Construction	\$ 100,000	3.58
14	Conveying Equipment - N A	\$ -	0.00
21	Fire Suppression	\$ 104,527	3.75
22	Plumbing	\$ 448,966	16.09
23	Heating, Ventilating, and Air Conditioning	\$ 916,505	32.85
26	Electrical	\$ 928,272	33.28
27	Communications	\$ 410,782	14.73
28	Electronic Safety and Security	\$ 110,193	3.95
31	Earthwork	\$ 380,457	13.64
32	Exterior Improvements	\$ 516,315	18.51
33	Utilities	\$ 173,023	6.20
Cost of Work		\$ 8,217,671	294.57
	General Conditions	\$ 757,991	27.17
	Subguard / Subcontractor Bonding	\$ 102,721	3.68
	Building Permit Fees	NIC	NIC - By Owner 0.00
	<i>Subtotal</i>	\$ 9,078,383	325.43
	Design & Estimating Contingency	5.00%	\$ 453,919 16.27
	<i>Subtotal</i>	\$ 9,532,303	341.70
	Contractor's Profit		\$ 262,138 9.40
	<i>Subtotal</i>	\$ 9,794,441	351.09
	Escalation	2.50%	\$ 205,442 7.36
	<i>Subtotal</i>	\$ 9,999,883	358.46
CONSTRUCTION TOTAL		\$ 9,999,883	358.46
SHSU DIRECT PURCHASE - Food Service Equipment		\$ 1,587,739	
SHSU DIRECT PURCHASE - Chillers		\$ 101,500	
SHSU DIRECT PURCHASE - Emergency Gen Set		\$ 297,531	
SHSU DIRECT PURCHASE - Communications - Div 27		\$ 27,200	
PROJECT TOTAL		\$ 12,013,852	

DETAILED BUDGET REPORT							15-Jan-15	
<div><div>KBR</div><div>Building Group</div></div>								
	Section	Description	Quantity	Unit	Unit Cost	Total Cost	Cost/ BLDG GSF	
DIVISION 01 - GENERAL REQUIREMENTS								
		Temp. Construction Fencing - w/ GC's	0	LF	\$0.00	\$ -	0.00	
		SWPPP Requirements - plan / install / maintenance - w/ GC's	0	LS	\$0.00	\$ -	0.00	
\$0								
DIVISION 01 SUB-TOTAL						\$ -	0.00	
DIVISION 02 - EXISTING CONDITIONS								
Selective Demolition								
		Existing Structure - Arts Bldg.	2,211	SF	\$7.50	\$ 16,583	0.59	
		Pavement Demo @ SDH Area only	35,000	SF	\$1.00	\$ 35,000	1.25	
		Remove Signage, per K.N. # 3 on sheet C100	13	EA	\$100.00	\$ 1,300	0.05	
		Cut / Cap Existing Utilities to Arts Bldg. (Gas & H2O Line)	2	LS	\$1,375.00	\$ 2,750	0.10	
		Remove Comm Conduit Lines to Arts Bldg. - conductors pulled by others	170	LF	\$25.00	\$ 4,250	0.15	
		Remove Utility Lines (Gas & H2O Line) inside property limits only	104	LF	\$25.00	\$ 2,600	0.09	
		Tree Removal - existing	20	EA	\$750.00	\$ 15,000	0.54	
		Relocate Existing Fire Hydrant Allowance, per note on sheet C100	1	EA	\$2,500.00	\$ 2,500	0.09	
		Locate Existing Utilities for Demolition / Excavation Activities	1	LS	\$5,000.00	\$ 5,000	0.18	
\$84,983								
DIVISION 02 SUB-TOTAL						\$ 84,983	3.05	
DIVISION 03 – CONCRETE								
Cast-In-Place Concrete								
		Foundation Excavation	27,897	SF	\$1.00	\$ 27,897	1.00	
		Spread Footings	27,897	SF	\$4.00	\$ 111,588	4.00	
		F4's @ 4x4x2.5 & F5's @ 5x5x2.5	153	CY				
		Foundation Walls / Grade Beams	27,897	SF	\$2.50	\$ 69,742	2.50	
		Loading Dock Wall - 56.33x4 @ .83'	7	CY				
		Loading Dock Ramp Wall - 18x3.25 @ .83' +54.5x8.25 / 2 @ .83	8	CY				
		Retaining Wall @ Bldg Entry East Side - 160x6 @ .83, per K.N. # 11 on sheet C200 - not req'd per 01-09-15 DD review mtg	0	CY				
		Exterior Bldg. Retaining Wall w/ Footing @ 328 LF (varying ht.), wall complete w/ ftg (formed / rebar / PP&F) - per 01-09-15 DD review mtg	77	CY	\$250.00	\$ 19,250	0.69	
		Sidewalk Retaining Wall w/ Footing @ 28 LF (varying ht.), wall complete w/ ftg (formed / rebar / PP&F) - per 01-09-15 DD review mtg	8	CY	\$250.00	\$ 2,074	0.07	
		Loading Dock Gd. Bm - 1.33x2.5@ 58 LF	7	CY				
		Interior Gd. Bm - 1.33x2.5 @725 LF	90	CY				
		Ramp Gd. Bm - 1.33x2.5 @ 90 LF	11	CY				
		Slabs on Grade	27,897	SF	\$10.00	\$ 278,969	10.00	
		SOG's @ 5" - 30,800 @ .42'	479	CY				
		SOG's @ 6" - 2,916 @ .5'	60	CY				
		Slab Depressions @ Coolers / Freezers & Mech. Room	3,225	SF	\$2.00	\$ 6,450	0.23	
		Topping Slab @ Freezer & Cooler	1,266	SF	\$5.00	\$ 6,330	0.23	
		Elevated Slabs on Metal Deck - N.I.S.	0	SF	\$3.00	\$ -	0.00	
\$522,300								
Planters								
		Planters @ Entry Area	528	SF	\$15.00	\$ 7,920	0.28	
\$7,920								
DIVISION 03 SUB-TOTAL						\$ 530,220	19.01	
DIVISION 04 – MASONRY								
Concrete Unit Masonry								
		Exterior Walls - brick, flat running bond, Bldg. / Mech. Yd / Dumpster	10,900	SF	\$22.00	\$ 239,800	8.60	
		Exterior Walls - brick, shadow running bond, Bldg / Mech. Yd. / Dumpster	2,050	SF	\$24.00	\$ 49,200	1.76	
		Retaining Walls - brick flat & running bond (two sides), per K.N. # 11 on sheet C200 - not req'd per 01-09-15 DD review mtg	0	SF	\$23.00	\$ -	0.00	
		Mechanical Yard & Dumpster Pad - Std. Lt. Wt. Units	1,660	SF	\$15.00	\$ 24,900	0.89	
		Interior Brick @ Entry / Exit Lobby	855	SF	\$22.00	\$ 18,810	0.67	
\$332,710								
DIVISION 04 SUB-TOTAL						\$ 332,710	11.93	

DETAILED BUDGET REPORT							15-Jan-15
<div><div>KBR</div><div>Building Group</div></div>							
	Section	Description	Quantity	Unit	Unit Cost	Total Cost	Cost/ BLDG GSF
DIVISION 05 – METALS							
Metal Fabrications							
		Structural Steel Columns & Beams	168	TN	\$3,250.00	\$ 546,000	19.57
		Structural Steel - Joists & Bridging	17	TN	\$2,500.00	\$ 42,500	1.52
		Steel Allowance - per dwgs @ canopy, per sheet S2.02	5	TN	\$5,000.00	\$ 25,000	0.90
		Structural Steel Design Contingency - glass/glazing bracing & misc.	10	TN	\$5,000.00	\$ 50,000	1.79
		Roof Decking, 3" metal deck, per sheet S2.03	7,585	SF	\$2.75	\$ 20,859	0.75
		Roof Decking, 1.5" type B metal deck	33,000	SF	\$2.25	\$ 74,250	2.66
		Bldg Ladder - roof	20	LF	\$100.00	\$ 2,000	0.07
		Pipe Bollards	6	EA	\$350.00	\$ 2,100	0.08
		Misc. Railings @ Retaining Walls	650	LF	\$25.00	\$ 16,250	0.58
		Davit Steel for Tie-Off System, per K.N. # 12 on sheet A2.31	52	EA	\$250.00	\$ 13,000	0.47
\$791,959							
DIVISION 05 SUB-TOTAL						\$ 791,959	28.39
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES							
Miscellaneous Rough Carpentry							
		Wood Blocking - general	27,897	SF	\$0.15	\$ 4,185	0.15
		Plywood @ Standing Seam Metal Roof (SSMR)	5,500	SF	\$2.50	\$ 13,750	0.49
\$17,935							
Millwork							
		Restroom Lavatory Solid Surface Countertops - 104 - 106	30	LF	\$200.00	\$ 6,000	0.22
		Counter Top @ Food Displays - Servery Millwork w/ Light Blocks - Food Service Scope	0	LF	\$0.00	\$ -	0.00
		Millwork Coordination Allowance	1	LS	\$5,000.00	\$ 5,000	0.18
		High Top Counters - dining 151, A2/A8.11 - dining 153, C5/A8.10 - dining 102, B2/8.11	65	LF	\$250.00	\$ 16,250	0.58
		Table Seating "S" w/ light blocks - dining 153	22	LF	\$500.00	\$ 11,000	0.39
		Base Cabinet @ Entry # 100	15	LF	\$500.00	\$ 7,500	0.27
		Wood Flooring on Walls	2,500	SF	\$27.50	\$ 68,750	2.46
		Booth Seating - furniture scope, by others	0	EA	\$0.00	\$ -	0.00
		Stainless Steel Shelves - Food Service Scope	0	LF	\$0.00	\$ -	0.00
		Stainless Steel Service Counters w/ Light Blocks - Food Service Scope	0	LF	\$0.00	\$ -	0.00
		Stainless Steel Counter @ Dish Wash Area - Food Service Scope	0	LF	\$0.00	\$ -	0.00
\$114,500							
DIVISION 06 SUB-TOTAL						\$ 132,435	4.75

DETAILED BUDGET REPORT							15-Jan-15
<div>KBR</div> <div>Building Group</div>							
	Section	Description	Quantity	Unit	Unit Cost	Total Cost	Cost/ BLDG GSF
DIVISION 07 - THERMAL AND MOISTURE PROTECTION							
Waterproofing & Damproofing							
		Flashings	0	SF	\$0.00	not req'd	w/ trades
		Damproofing of Exterior Side of Masonry Walls	13,805	SF	\$3.50	\$ 48,318	1.73
		Sealants @ Masonry - exp. jts.	11,734	LF	\$3.00	\$ 35,203	1.26
\$83,520							
Thermal Insulation / EIFS							
		Exterior Insulation @ Masonry	13,805	SF	\$2.50	\$ 34,513	1.24
		Expansion Joints for Masonry	11,734	LF	\$1.75	\$ 20,535	0.74
\$55,047							
Roofing							
		Roof System - two-ply system w/ cap sheet	30,375	SF	\$9.00	\$ 273,375	9.80
		Roof Hatch	1	EA	\$1,250.00	\$ 1,250	0.04
		SSMR - clearstory structures	6,533	SF	\$20.00	\$ 130,658	4.68
		Metal Panels - soffits	4,370	SF	\$20.00	\$ 87,400	3.13
		Metal Panels - walls	1,465	SF	\$30.00	\$ 43,950	1.58
		Trellis @ Outdoor Dining (Steel Framed Sys. ILO Avadek Sys.)	0	SF	\$0.00	\$ -	0.00
		Metal Canopy @ Dock Area	1,200	SF	\$20.00	\$ 24,000	0.86
\$560,633							
Applied Fireproofing / Insulation							
		Firesafing	0	LF	\$0.00	w/ trades	
		Fireproofing Structure	0	SF	\$0.00	not req'd	
		Foam-Filled Thermal @ Steel Tubes	320	SF	\$10.00	\$ 3,200	0.11
\$3,200							
Louvers							
		Wall Louvers	100	SF	\$25.00	\$ 2,500	0.09
\$2,500							
DIVISION 07 SUB-TOTAL						\$ 704,901	25.27
DIVISION 08- OPENINGS							
Doors / Frames & Hardware							
		HM Door Frames & Sidelites w/ WD Doors & H'ware - complete	12	EA	\$1,250.00	\$ 15,000	0.54
		HM Door Frames w/ HM Door & H'ware - complete	25	EA	\$1,000.00	\$ 25,000	0.90
		Install Doors & H'ware	37	EA	\$400.00	\$ 14,800	0.53
\$54,800							
Exterior Glass & Glazing							
		Exterior Glass / Glazing	3,503	SF	\$65.00	\$ 227,695	8.16
		Secondary Storefront @ Entry	200	SF	\$55.00	\$ 11,000	0.39
		Punched / Ribbon Windows	918	SF	\$55.00	\$ 50,490	1.81
		Solar Screens @ Windows - N. I. S.	0	LS	\$0.00	\$ -	0.00
		Entry Doors (complete w/ H'ware)	10	EA	\$2,500.00	\$ 25,000	0.90
\$314,185							
Interior Glass & Glazing							
		View Lites @ Doors	7	EA	\$25.00	\$ 175	0.01
		Site Lites @ Offices	7	EA	\$200.00	\$ 1,400	0.05
		Mirrors	80	SF	\$20.00	\$ 1,600	0.06
\$3,175							
Clean Glass							
		Final Cleaning Exterior Glass	4,621	SF	\$0.25	\$ 1,155	0.04
\$1,155							
DIVISION 08 SUB-TOTAL						\$ 373,315	13.38

DETAILED BUDGET REPORT							15-Jan-15
KBR Building Group							
Section	Description	Quantity	Unit	Unit Cost	Total Cost	Cost/ BLDG GSF	
DIVISION 09 – FINISHES							
Gypsum Board Assemblies							
	Gypsum Partitions - exterior walls w/ sheathing	13,805	SF	\$8.50	\$ 117,343	4.21	
	Gypsum Partitions - interior walls / Tape & Float	28,774	SF	\$6.00	\$ 172,644	6.19	
	Sound Batts @ Interior Partitions	28,774	SF	\$1.00	\$ 28,774	1.03	
	FRP @ Kitchen	7,674	SF	\$2.75	\$ 21,104	0.76	
	Divider Wall @ Dish Wash Receiving	20	LF	\$100.00	\$ 2,000	0.07	
	Furr Downs @ Food Designated Areas & Main Cooridor - 12"	2,585	SF	\$17.50	\$ 45,244	1.62	
	Gypsum Ceilings	4,928	SF	\$10.50	\$ 51,744	1.85	
	Framing @ Soffits, exterior - metal	4,370	SF	\$6.00	\$ 26,220	0.94	
	Hoists / Scaffoldings - exterior and interior	1	LS	\$50,000.00	\$ 50,000	1.79	
\$515,072							
Tiling & Resinous Flooring							
	Tile - #'s 1 - 4 / 6 / 9 (Daltile)	16,250	SF	\$11.00	\$ 178,750	6.41	
	Tile - #'s 5 / 11 - 14 (Mosa)	3,770	SF	\$15.50	\$ 58,435	2.09	
	Tile - # 8 (Daltile)	2,000	SF	\$14.50	\$ 29,000	1.04	
	Tile - # 10 (Daltile)	900	SF	\$10.50	\$ 9,450	0.34	
	Tile - # 15 (Daltile)	600	SF	\$12.00	\$ 7,200	0.26	
	Tile - # 16 (Daltile)	140	SF	\$16.00	\$ 2,240	0.08	
	Floor Prep	1,800	SF	\$1.00	\$ 1,800	0.06	
	Transitions	1	LS	\$500.00	\$ 500	0.02	
	Epoxy Flooring w/ Base	6,500	SF	\$8.00	\$ 52,000	1.86	
	Floor Prep	6,500	SF	\$0.15	\$ 975	0.03	
\$340,350							
Ceilings							
	ATEG - #1	4,507	SF	\$3.50	\$ 15,775	0.57	
	ATEG - #2	1,825	SF	\$2.50	\$ 4,563	0.16	
	ATEG - #3	6,306	SF	\$6.00	\$ 37,836	1.36	
	ATEG - #4	3,448	SF	\$7.50	\$ 25,860	0.93	
	Hoisting / Lifts for Ceiling Work	16,086	SF	\$2.00	\$ 32,172	1.15	
	GWB @ Specialty Servery Areas - w/ GWB	0	SF	\$0.00	\$ -	0.00	
	Outdoor Dining - painted / finished canopy system	0	SF	\$0.00	\$ -	0.00	
	Eurospan Wall Panels, per K.N. # 3 on sheet A2.60 - Allowance	4	EA	\$11,000.00	\$ 44,000	1.58	
	Fabric Wrapped Al Framed Clouds - Art Work (FF&E)	0	SF	\$0.00	\$ -	0.00	
\$160,205							
Flooring							
	Rubber Base	1,250	LF	\$1.25	\$ 1,563	0.06	
	Resilient Plank Flooring	2,000	SF	\$7.50	\$ 15,000	0.54	
	Transitions	1	LS	\$250.00	\$ 250	0.01	
	Floor Prep	200	SF	\$1.00	\$ 200	0.01	
	Sealed Concrete	2,000	SF	\$0.75	\$ 1,500	0.05	
\$18,513							
Painting / Wall Covering							
	Paint Frames	37	EA	\$25.00	\$ 925	0.03	
	Paint H.M. Doors	37	EA	\$75.00	\$ 2,775	0.10	
	Decoustics Wall Panels - included w/ Div. 13	0	SF	\$0.00	\$ -	0.00	
	Paint Interior Walls	71,353	SF	\$0.50	\$ 35,677	1.28	
	Paint Exposed Structure - exterior & interior (dryfall)	18,618	SF	\$1.50	\$ 27,927	1.00	
	Paint Interior Ceilings	7,513	SF	\$0.75	\$ 5,635	0.20	
\$72,938							
Periodic/ Final Clean							
	Construction Periodic Clean	27,897	SF	\$0.25	\$ 6,974	0.25	
	Final Clean	27,897	SF	\$0.15	\$ 4,185	0.15	
DIVISION 09 SUB-TOTAL					\$ 1,118,237	40.08	

DETAILED BUDGET REPORT							15-Jan-15
<div><div>KBR</div><div>Building Group</div></div>							
	Section	Description	Quantity	Unit	Unit Cost	Total Cost	Cost/ BLDG GSF
DIVISION 10 – SPECIALTIES							
Signage							
Way Finding / Code Signage					by Owner / FF&E		
Interior Code Required Signage - allowance			27,897	SF	\$0.25	\$ 6,974	0.25
Menu / Selection Signage					by Owner / FF&E		
\$6,974							
Toilet Compartments							
Toilet Partitions - h'capped			2	EA	\$1,250.00	\$ 2,500	0.09
Toilet Partitions - std.			5	EA	\$1,000.00	\$ 5,000	0.18
Urinal Screens			2	EA	\$250.00	\$ 500	0.02
\$8,000							
Misc. Accessories							
Accessories							
Stainless Steel Corner Guards - 4' ht.			28	EA	\$250.00	\$ 7,000	0.25
Lockers - double tier			20	EA	\$150.00	\$ 3,000	0.11
T.P. Holder			10	EA	\$150.00	\$ 1,500	0.05
Tissue Dispenser - recessed			2	EA	\$50.00	\$ 100	0.00
Tissue Dispenser - surface mount			3	EA	\$50.00	\$ 150	0.01
Grab Bars - 36" & 42"			5	EA	\$100.00	\$ 500	0.02
Sanitary Napkin Dispenser			8	EA	\$115.00	\$ 920	0.03
Soap Dispenser - wall & counter mounted			9	EA	\$75.00	\$ 675	0.02
Underlavatory Guards			11	EA	\$50.00	\$ 550	0.02
Changing Stations			3	EA	\$350.00	\$ 1,050	0.04
Mop Shelf			1	EA	\$25.00	\$ 25	0.00
Coat Hooks			10	EA	\$15.00	\$ 150	0.01
Marker Board @ Conference Room # 117 - 4 x 10, FF&E - per ERM			0	EA	\$0.00	\$ -	0.00
\$15,620							
Fire Protection Specialties							
Fire Extinguishers (SF / 2,250 SF per extinguisher) on hook			1	EA	\$150.00	\$ 150	0.01
Fire Extinguishers (SF / 2,250 SF per extinguisher) w/ Cabinet			12	EA	\$250.00	\$ 3,000	0.11
\$3,150							
DIVISION 10 SUB-TOTAL						\$ 33,744	1.21
DIVISION 11 – EQUIPMENT							
Food Service Equipment							
F. S. Equipment per Consultant			1	LS	\$1,397,945.00	\$ 1,397,945	50.11
F. S. Installation per Consultant			1	LS	\$139,794.00	\$ 139,794	5.01
Dry Storage Shelving						w/ above	
Dock Equipment - leveler & bumpers, per DD Narrative			1	EA	\$7,500.00	\$ 7,500	0.27
Additional Millwork Counters			1	LS	\$50,000.00	\$ 50,000	1.79
Remove Food Service Equipment & Installation Cost - Direct Purchase by SHSU per VMR O8			-1	LS	\$1,587,739.00	\$ (1,587,739)	-56.91
\$7,500							
DIVISION 11 SUB-TOTAL						\$ 7,500	0.27
DIVISION 12 – FURNISHINGS							
Roller Shades							
Fixed Shades - office sidelites			126	SF	\$5.00	\$ 630	0.02
Artwork							
Building Artwork						by Owner	
Furniture / Equipment							
TV / LED (flat panels) Monitors - FF&E, per ERM			-	EA	\$1,500.00	\$ -	0.00
Entrance Floor Mats - OFOI (FF&E)			-	SF	\$35.00	\$ -	0.00
Ceiling Fans @ Outdoor Dining			4	EA	\$4,500.00	\$ 18,000	0.65
Dining Seating and Office Furniture - OFOI (FF&E)						by Owner	
\$18,000							
DIVISION 12 SUB-TOTAL						\$ 18,630	0.67

DETAILED BUDGET REPORT							15-Jan-15	
<div><div>KBR</div><div>Building Group</div></div>								
	Section	Description	Quantity	Unit	Unit Cost	Total Cost	Cost/ BLDG GSF	
DIVISION 13 - SPECIAL CONSTRUCTION								
Custom Wall Finishes								
		Acrylic Panels w/ Custom Graphics - allowance	1	LS	\$50,000.00	\$ 50,000	1.79	
		Drywall w/ Custom Graphics - allowance	1	LS	\$25,000.00	\$ 25,000	0.90	
		Fabric Wrapped Wall Panels w/ Custom Graphics - allowance	1	LS	\$25,000.00	\$ 25,000	0.90	
\$100,000								
DIVISION 13 SUB-TOTAL							\$ 100,000	3.58
DIVISION 14 - CONVEYING EQUIPMENT								
Elevators								
		None	0	ST	\$0.00	\$ -	0.00	
\$0								
Cab Finishes								
		None	0	EA	\$0.00	\$ -	0.00	
\$0								
Temp Elevator Usage								
		None	0	EA	\$0.00	\$ -	0.00	
\$0								
DIVISION 14 SUB-TOTAL							\$ -	0.00
DIVISION 21 - FIRE SUPPRESSION								
Wet Fire Protection Systems								
		Sprinkler System - Bldg. Wet-Pipe System	27,896	SF	\$3.25	\$ 90,662	3.25	
		Sprinkler System - Loading Dock Dry-Pipe System	855	SF	\$5.00	\$ 4,275	0.15	
		Sprinkler System - Trellis, not included - not covered space	0	SF	\$0.00	\$ -	0.00	
		Bim Development / Coordination - clash detection	1	LS	\$9,590.00	\$ 9,590	0.34	
		Vent-Hood @ Kitchen Equipment			w/ Kitchen Equipment			
\$104,527								
DIVISION 21 SUB-TOTAL							\$ 104,527	3.75
DIVISION 22 - PLUMBING								
Plumbing Systems / Fixtures								
		Plumbing Equipment	27,897	SF	\$1.00	\$ 27,897	1.00	
		Plumbing Fixtures	27,897	SF	\$1.50	\$ 41,845	1.50	
		Drains & Carriers	27,897	SF	\$0.75	\$ 20,923	0.75	
		Sanitary Waste & Vent System	27,897	SF	\$2.75	\$ 76,716	2.75	
		Grease Waste System - piping only, tank w/ Utilities	27,897	SF	\$2.50	\$ 69,742	2.50	
		Storm Drainage System	27,897	SF	\$1.50	\$ 41,845	1.50	
		Natural Gas System	27,897	SF	\$1.00	\$ 27,897	1.00	
		Domestic Water System	27,897	SF	\$2.25	\$ 62,768	2.25	
		Kitchen Plumbing Connections	27,897	SF	\$2.50	\$ 69,742	2.50	
		LEED Requirements & Development - N.I.S.	0	LS	\$13,750.00	\$ -	0.00	
		Bim Development / Coordination - clash detection	1	LS	\$9,590.00	\$ 9,590	0.34	
		Kitchen Equipment - delivery / setting			w/ Kitchen Equipment			
\$448,966								
DIVISION 22 SUB-TOTAL							\$ 448,966	16.09

DETAILED BUDGET REPORT							15-Jan-15
<div><div>KBR</div><div>Building Group</div></div>							
	Section	Description	Quantity	Unit	Unit Cost	Total Cost	Cost/ BLDG GSF
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING							
HVAC System							
		HVAC Fans	27,897	SF	\$0.23	\$ 6,416	0.23
		Cooling Equipment - two 150 ton air cooled chillers & spot cooling @ 27.5 tons	27,897	SF	\$6.75	\$ 188,304	6.75
		Heating System Equipment - 1,500 Mbtu condensing boiler	27,897	SF	\$0.88	\$ 24,549	0.88
		Pump Equipment - 550 gpm	27,897	SF	\$0.60	\$ 16,738	0.60
		Air Handling Equipment - 42,000 cfm AHU	27,897	SF	\$5.20	\$ 145,064	5.20
		Chilled Water Piping System	27,897	SF	\$2.33	\$ 65,000	2.33
		Heating Water Piping System	27,897	SF	\$0.50	\$ 13,948	0.50
		Condensate Drainage	27,897	SF	\$0.08	\$ 2,232	0.08
		Air Distribution System - 5 FCU's / 29 VAV's / 12 FPTU's	27,897	SF	\$13.75	\$ 383,582	13.75
		Kitchen Hood Exhaust Ductwork System	27,897	SF	\$0.45	\$ 12,554	0.45
		Chemical Treatment System	27,897	SF	\$0.18	\$ 5,021	0.18
		Breeching & Flues	27,897	SF	\$0.06	\$ 1,674	0.06
		Temperature Controls	27,897	SF	\$4.18	\$ 116,609	4.18
		Test & Balance	27,897	SF	\$0.50	\$ 13,948	0.50
		Commission Assistance	27,897	SF	\$0.25	\$ 6,974	0.25
		LEED Requirements & Development	0	LS	\$0.00	\$ -	0.00
		Bim Development / Coordination - clash detection	1	LS	\$9,590.00	\$ 9,590	0.34
		Unit Heaters @ Outdoor Dining	4	EA	\$1,450.00	\$ 5,800	0.21
		Remove Equipment Cost for Chillers - Direct Purchase by SHSU per VMR M4 (adjusted for chiller purchase only - AHU's by KBR) - per 01-09-15 DD review mtg	-1	LS	\$101,500.00	\$ (101,500)	-3.64
\$916,505							
DIVISION 23 SUB-TOTAL						\$ 916,505	32.85
DIVISION 26 - ELECTRICAL							
Building Electrical							
		Temporary Light / Power	27,897	SF	\$0.40	\$ 11,159	0.40
		Light Fixtures	27,897	SF	\$4.25	\$ 118,562	4.25
		Architectural Lighting - Allowance	1	LS	\$25,000.00	\$ 25,000	0.90
		Lighting Controls	27,897	SF	\$1.00	\$ 27,897	1.00
		Distribution	27,897	SF	\$4.15	\$ 115,772	4.15
		Emergency Power - 750 Kw gen set w/ ATS	27,897	SF	\$14.25	\$ 397,531	14.25
		Motor Controls / Equipment Connections	27,897	SF	\$1.65	\$ 46,030	1.65
		Kitchen Equipment Connection / Devices	27,897	SF	\$1.00	\$ 27,897	1.00
		Wiring Devices	27,897	SF	\$2.25	\$ 62,768	2.25
		Branch Wiring Lighting	27,897	SF	\$1.20	\$ 33,476	1.20
		Lighting Protection	27,897	SF	\$0.55	\$ 15,343	0.55
		Grounding	27,897	SF	\$0.15	\$ 4,185	0.15
		Special Raceways	27,897	SF	\$1.20	\$ 33,476	1.20
		Coordination & Commissioning Assistance	27,897	SF	\$0.50	\$ 13,948	0.50
		LEED Requirements & Development	0	LS	\$0.00	\$ -	0.00
		Bim Development / Coordination - clash detection	1	LS	\$13,500.00	\$ 13,500	0.48
		Remove Emergency Gen Set Equipment Cost (delta from 100 Kw to 750 Kw) - Direct Purchase by SHSU per VMR E7	-1	LS	\$297,531.00	\$ (297,531)	-10.67
\$649,013							
Site Electrical							
		Site Lighting - Allowance	30,000	SF	\$1.88	\$ 56,400	2.02
		Gear - 15 kV	27,897	SF	\$4.50	\$ 125,536	4.50
		Feeders - 15 kV	27,897	SF	\$1.00	\$ 27,897	1.00
		Feed Wire & Conduit	27,897	SF	\$3.00	\$ 83,691	3.00
		Incoming Electrical Ductbanks (Secondary from Transformers to Building)	155	LF	\$175.00	\$ 27,125	0.97
		Tele / Data Ductbanks	750	LF	\$75.00	\$ 56,250	2.02
		Remove 15 kV Gear w/ 15 kV feeders to Remain - Direct Purchase by SHSU per VMR E8 - provided by utility company per 01-09-15 mtg	-1	LS	\$97,640.00	\$ (97,640)	-3.50
\$279,259							
Temporary Power							
		Temp. Power Consumption During Construction - w/ GC's	0	SF	\$0.00	\$ -	0.00
\$0							
DIVISION 26 SUB-TOTAL						\$ 928,272	33.28

DETAILED BUDGET REPORT							15-Jan-15
<div><div>KBR</div><div>Building Group</div></div>							
	Section	Description	Quantity	Unit	Unit Cost	Total Cost	Cost/ BLDG GSF
DIVISION 27 - COMMUNICATIONS							
Low Voltage							
		Fire Alarm System	27,897	SF	\$4.00	\$ 111,588	4.00
		Fire Alarm Repeater System - bi-directional amplification	27,897	SF	\$2.00	\$ 55,794	2.00
		A/V System - stub-up only	27,897	SF	\$0.25	\$ 6,974	0.25
		A/V System - equipment	27,897	SF	\$0.75	\$ 20,923	0.75
		Public Address System - stub-up	27,897	SF	\$0.10	\$ 2,790	0.10
		Public Address System - equipment	27,897	SF	\$0.65	\$ 18,133	0.65
		Telephone Riser / Backbone Cabling	27,897	SF	\$2.00	\$ 55,794	2.00
		Tele / Data System - stub-up	27,897	SF	\$0.50	\$ 13,948	0.50
		Tele / Data System - equipment	27,897	SF	\$2.50	\$ 69,742	2.50
		WAP	27,897	SF	\$1.00	\$ 27,897	1.00
		POS - by others	0	LS	\$0.00	\$ -	0.00
		Remove A-V Equipment Cost - Direct Purchase by SHSU per VMR E3	-1	LS	\$20,923.00	\$ (20,923)	-0.75
		Remove A-V Equipment Cost - Direct Purchase by SHSU per VMR E3, revised per 01-09-15 mtg to include infrastructure	1	LS	\$10,461.50	\$ 10,462	0.38
		Remove PAS Equipment Cost - Direct Purchase by SHSU per VMR E3	-1	LS	\$18,133.00	\$ (18,133)	-0.65
		Remove PAS Equipment Cost - Direct Purchase by SHSU per VMR E3, revised per 01-09-15 mtg to include infrastructure	1	LS	\$90,665.00	\$ 90,665	3.25
		Remove Tele / Data Equipment Cost - Direct Purchase by SHSU per VMR E3	-1	LS	\$69,742.00	\$ (69,742)	-2.50
		Remove Tele / Data Equipment Cost - Direct Purchase by SHSU per VMR E3, revised per 01-09-15 mtg to include infrastructure	1	LS	\$34,871.00	\$ 34,871	1.25
		Remove WAP Equipment Cost - Direct Purchase by SHSU per VMR E3 - per 01-09-15 DD review mtg by KBR	0	LS	\$27,897.00	\$ -	0.00
\$410,782							
DIVISION 27 SUB-TOTAL						\$ 410,782	14.73
DIVISION 28 - ELECTRONIC SAFETY & SECURITY							
Security / Surveillance							
		Security System - stub-up	27,897	SF	\$0.35	\$ 9,764	0.35
		Security System - equipment	27,897	SF	\$1.00	\$ 27,897	1.00
		CCTV System - stub-up	27,897	SF	\$0.25	\$ 6,974	0.25
		CCTV System - equipment	27,897	SF	\$2.00	\$ 55,794	2.00
		Access Control - stub-up	27,897	SF	\$0.10	\$ 2,790	0.10
		Access Control - equipment	27,897	SF	\$0.25	\$ 6,974	0.25
		Remove Security Equipment Cost - Direct Purchase by SHSU per VMR E4 - included in KBR scope per 01-09-15 mtg	0	LS	\$27,897.00	\$ -	0.00
		Remove CCTV Equipment Cost - Direct Purchase by SHSU per VMR E4 - included in KBR scope per 01-09-15 mtg	0	LS	\$55,794.00	\$ -	0.00
		Remove Access Control Equipment Cost - Direct Purchase by SHSU per VMR E4 - included in KBR scope per 01-09-15 mtg	0	LS	\$6,974.00	\$ -	0.00
\$110,193							
DIVISION 28 SUB-TOTAL						\$ 110,193	3.95
DIVISION 31 - EARTHWORK							
		Strip Parking Lot Area - includes disposal	30,000	SF	\$1.00	\$ 30,000	1.08
		Cut Bldg Site - adjusted per 01-09-15 mtg	7,822	CY	\$8.00	\$ 62,576	2.24
		Bldg Fill - adjstuted per 01-09-15 mtg	11,211	CY	\$23.85	\$ 267,382	9.58
		Subgrade Lime Stabilization / Recompact	3,100	SY	\$5.00	\$ 15,498	0.56
		Temporary Protection / Barricades (subcontractor scope)	1	LS	\$5,000.00	\$ 5,000	0.18
\$380,457							
DIVISION 31 SUB-TOTAL						\$ 380,457	13.64

DETAILED BUDGET REPORT							15-Jan-15
<div><div>KBR</div><div>Building Group</div></div>							
	Section	Description	Quantity	Unit	Unit Cost	Total Cost	Cost/ BLDG GSF
DIVISION 32 - EXTERIOR IMPROVEMENTS							
		Site Paving (rework of parking lot area @ 75% of Bldg. footprint) - parking area on Bldgs West side including curbs	20,923	SF	\$5.00	\$ 104,613	3.75
		Rework SubBase After Utility Line (Comm, H2O & Gas) Removal @ 274 LF	1,096	SF	\$2.50	\$ 2,740	0.10
		Rework Asphalt Topping (2" depth) - roto-mill / re-grade base only / new 2" topping	70,000	SF	\$2.55	\$ 178,500	6.40
		Paving Curbs - rework existing for new entrance access	50	LF	\$12.50	\$ 625	0.02
		Paving - 6" drives, entry drive @ Ave. J & Dumpster Pad Area (adjacent)	6,198	SF	\$5.00	\$ 30,990	1.11
		Paving - 12" dumpster pad	867	SF	\$6.00	\$ 5,202	0.19
		Striping	2,500	LF	\$0.50	\$ 1,250	0.04
		Ramps to the Building from South & East Side - w/ concrete	0	SF	\$0.00	\$ -	0.00
		Planters @ Building Entry - w/ concrete	0	SF	\$0.00	\$ -	0.00
		ADA Ramp - dock	1	EA	\$7,500.00	\$ 7,500	0.27
		ADA Ramps - sidewalks	4	EA	\$1,250.00	\$ 5,000	0.18
		Stairs @ Dock & Mech. Yard - w/ rails	2	EA	\$2,500.00	\$ 5,000	0.18
		Stairs @ Main Entry - w/ rails	0	EA	\$5,000.00	\$ -	0.00
		Site Sidewalks @ Entry Area	7,774	SF	\$7.50	\$ 58,305	2.09
		Railings @ Outdoor Dining	55	LF	\$100.00	\$ 5,500	0.20
		Exterior Sign, complete (base and signage) - Allowance	1	LS	\$5,000.00	\$ 5,000	0.18
		Landscaping / Irrigation - Allowance	1	LS	\$106,090.00	\$ 106,090	3.80
\$516,315							
DIVISION 32 SUB-TOTAL						\$ 516,315	18.51
DIVISION 33 - UTILITIES							
Site Utilities							
Storm Sewer							
		Storm Sewer - 6" line	178	LF	\$55.00	\$ 9,790	0.35
		Storm Sewer - 8" line	36	LF	\$65.00	\$ 2,340	0.08
		Storm Sewer - 18" line	38	LF	\$65.00	\$ 2,470	0.09
		Trench Drain @ South Side	173	LF	\$65.00	\$ 11,245	0.40
		Cistern Retention System					
		Demo of Asphalt Parking Area - removal / disposal - included above	900	SF	\$0.00	\$ -	0.00
		Excavation for Tank - Disposal	625	CY	\$7.50	\$ 4,688	0.17
		Concrete Ftgs / Base for Tank	2	EA	\$1,500.00	\$ 3,000	0.11
		Gravel @ 1' Below Tank for Base	450	SF	\$2.50	\$ 1,125	0.04
		Double Wall Cistern Tank - F & I	1	EA	\$25,000.00	\$ 25,000	0.90
		Backfill w/ Select Fill Mat'l	566	CY	\$17.50	\$ 9,900	0.35
		Piping to Tank - 6" drainage	200	LF	\$20.00	\$ 4,000	0.14
		Piping to Tank - 2" supply	110	LF	\$27.50	\$ 3,025	0.11
		Power & Controls - electrical / valve / controls	1	LS	\$5,000.00	\$ 5,000	0.18
		Patch / Repair Asphalt Parking - included above	0	SF	\$0.00	\$ -	0.00
		Manhole - included above	0	EA	\$0.00	\$ -	0.00
		Storm Sewer Tap to Existing / Tie-in	1	EA	\$5,000.00	\$ 5,000	0.18
\$86,583							
Sanitary Sewer							
		Sanitary Sewer to Building - 6" line	172	LF	\$45.00	\$ 7,740	0.28
		Sanitary Manhole - rework	1	EA	\$2,500.00	\$ 2,500	0.09
		Sanitary Manhole - new	1	EA	\$5,500.00	\$ 5,500	0.20
		Grease Trap @ 7,000 gal. & Sample Well (includes shoring protection)	1	EA	\$35,000.00	\$ 35,000	1.25
		Sanitary Sewer Tap to Existing	1	EA	\$5,000.00	\$ 5,000	0.18
\$55,740							
Water							
		Water Service Tap to Existing	1	EA	\$5,000.00	\$ 5,000	0.18
		Water Service to Building - domestic line @ 6"	32	LF	\$50.00	\$ 1,600	0.06
		Water Service to Building - fire line @ 6"	32	LF	\$50.00	\$ 1,600	0.06
		BFP above ground in the Mech. Room	1	EA	\$5,000.00	\$ 5,000	0.18
		Water Meter - domestic & fire @ 6" (vault box)	1	EA	\$15,000.00	\$ 15,000	0.54
		PIV @ Building	1	EA	\$2,500.00	\$ 2,500	0.09
\$30,700							
DIVISION 33 SUB-TOTAL						\$ 173,023	6.20

Texas State University System - Sam Houston State University

Huntsville, Texas

SHSU Dining Hall

DESIGN DEVELOPMENT ESTIMATE - COMPARISON WITH CMR

SUMMARY - BASE BID

Date of Estimate: December 9, 2014 (Rev'd. 1/15/15)

<u>DIVISION NO.</u>	<u>CMR</u> <u>TOTAL \$</u>	<u>HB</u> <u>TOTAL \$</u>	<u>Difference</u>
DIVISION 01 - GENERAL REQUIREMENTS	-	-	-
DIVISION 02 - EXISTING CONDITIONS	84,983	49,269	35,714
DIVISION 03 - CONCRETE	530,220	574,832	(44,612)
DIVISION 04 - MASONRY	332,710	289,316	43,394
DIVISION 05 - METALS	791,959	1,058,835	(266,876)
DIVISION 06 - WOOD & PLASTICS	132,435	237,242	(104,807)
DIVISION 07 - THERMAL & MOISTURE	704,901	743,648	(38,747)
DIVISION 08 - DOORS & WINDOWS	373,315	332,973	40,342
DIVISION 09 - FINISHES	1,118,237	798,273	319,964
DIVISION 10 - SPECIALTIES	33,744	262,075	(228,331)
DIVISION 11 - EQUIPMENT	7,500	3,500	4,000
DIVISION 12 - FURNISHINGS	18,630	5,375	13,255
DIVISION 13 - SPECIAL CONSTRUCTION	100,000	-	100,000
DIVISION 14 - CONVEYING	-	-	-
 DIVISION 21 - FIRE SUPPRESSION	 104,527	 131,820	 (27,293)
DIVISION 22 - PLUMBING	448,966	407,323	41,643
DIVISION 23 - HEATING, VENTILATING & AIR CONDITIONING	916,505	1,210,650	(294,145)
 DIVISION 26 - ELECTRICAL	 928,272	 1,057,165	 (128,893)
DIVISION 27 - COMMUNICATIONS	410,782	196,565	214,217
DIVISION 28 - ELECTRONIC SECURITY & SAFETY	110,193	125,550	(15,357)
 DIVISION 31 - EARTHWORK	 380,457	 239,274	 141,183
DIVISION 32 - EXTERIOR IMPROVEMENTS.....	516,315	354,252	162,063
DIVISION 33 - UTILITIES	173,023	232,331	(59,308)
SUBTOTAL - DIRECT TRADE COST	8,217,674	8,310,268	(92,594)
 Add for General Conditions (per CMR)	757,991	757,991	-
Add for Subguard & Bonding (per CMR)	102,721	102,721	-
Add for Design & Estimating Contingency - 5.00%	453,919	458,549	(4,630)
Add for Contractor Profit (per CMR)	262,138	262,138	-
Add for Escalation - 2.50%	205,442	247,292	(41,850)
 CONSTRUCTION COST TOTAL - DD	 9,999,885	 10,138,959	 (139,074)

Texas State University System - Sam Houston State University

Huntsville, Texas

SHSU Dining Hall

DESIGN DEVELOPMENT ESTIMATE

SUMMARY - BASE BID

Date of Estimate: December 9, 2014 (Rev'd. 1/15/15)

<u>DIVISION NO.</u>	<u>HB</u> <u>TOTAL \$</u>	<u>\$/SF</u> <u>28,915 GSF</u>
DIVISION 01 - GENERAL REQUIREMENTS	-	-
DIVISION 02 - EXISTING CONDITIONS	49,269	1.70
DIVISION 03 - CONCRETE	574,832	19.88
DIVISION 04 - MASONRY	289,316	10.01
DIVISION 05 - METALS	1,058,835	36.62
DIVISION 06 - WOOD & PLASTICS	237,242	8.20
DIVISION 07 - THERMAL & MOISTURE	743,648	25.72
DIVISION 08 - DOORS & WINDOWS	332,973	11.52
DIVISION 09 - FINISHES	798,273	27.61
DIVISION 10 - SPECIALTIES	262,075	9.06
DIVISION 11 - EQUIPMENT	3,500	0.12
DIVISION 12 - FURNISHINGS	5,375	0.19
DIVISION 13 - SPECIAL CONSTRUCTION	-	-
DIVISION 14 - CONVEYING	-	-
DIVISION 21 - FIRE SUPPRESSION	131,820	4.56
DIVISION 22 - PLUMBING	407,323	14.09
DIVISION 23 - HEATING, VENTILATING & AIR CONDITIONING	1,210,650	41.87
DIVISION 26 - ELECTRICAL	1,057,165	36.56
DIVISION 27 - COMMUNICATIONS	196,565	6.80
DIVISION 28 - ELECTRONIC SECURITY & SAFETY	125,550	4.34
DIVISION 31 - EARTHWORK	239,274	8.28
DIVISION 32 - EXTERIOR IMPROVEMENTS.....	354,252	12.25
DIVISION 33 - UTILITIES	232,331	8.03
SUBTOTAL - DIRECT TRADE COST	8,310,268	287.40
Add for General Conditions (per CMR)	757,991	26.21
Add for Subguard & Bonding (per CMR)	102,721	3.55
Add for Design & Estimating Contingency - 5.00%	458,549	15.86
Add for Contractor Profit (per CMR)	262,138	9.07
Add for Escalation - 2.50%	247,292	8.55
CONSTRUCTION COST TOTAL - DD	10,138,959	350.65

Texas State University System - Sam Houston State University

Huntsville, Texas

SHSU Dining HallDESIGN DEVELOPMENT ESTIMATE

Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
DIVISION 03 CONCRETE					
Section	03 06 30.13	Concrete Footing Schedule			
010	Footing, Concrete	154	CY	110.00	16,940
015	Footing, Reinforcement	21	TON	1,500.00	31,500
017	Footing, Form	3,550	SF	5.00	17,750
019	Footing, Top Finish	1,655	SF	0.75	1,241
020	Footing, Excavation	462	CY	12.00	5,544
025	Footing, Back fill	308	CY	7.50	2,310
030	Footing, Haul Spoil	154	CY	15.00	2,310
Reference 03 06 30.13 Subtotal					77,595
Section	03 11 00	Concrete Forming			
010	Form grade beams, perimeters	3,212	SF	7.50	24,090
015	Carton form below slab	28,867	SF	4.00	115,468
020	Perimeter slab edge/brick ledge	892	LF	9.00	8,028
025	15 MIL Vapor retarder and protection board	28,867	SF	2.00	57,734
Reference 03 11 00 - Subtotal					205,320
Section	03 21 00	Reinforcing Steel			
010	Reinforce perimeter and interior grade beams	12	TON	1,500.00	18,000

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SHSU Dining HallDESIGN DEVELOPMENT ESTIMATE

Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
Section 03 21 00 Reinforcing Steel					
012	Reinforce slab on carton, allowed 8#/sf	115	TON	1,500.00	172,500
Reference 03 21 00 - Subtotal					190,500
Section 03 30 00 CAST-IN-PLACE CONCRETE					
300	Loading Dock	851	SF	15.00	12,765
Reference 03 30 00 - Subtotal					12,765
Section 03 31 00 Structural Concrete					
010	Concrete in slab on carton	445	CY	110.00	48,950
015	Concrete in grade beam	119	CY	110.00	13,090
Reference 03 31 00 - Subtotal					62,040
Section 03 35 00 Concrete Finishing					
010	Trowel slab	28,867	SF	0.75	21,650
012	Deburr and patch grade beam	3,212	SF	0.20	642
015	Trowel top of grade beam	1,287	SF	0.85	1,094
Reference 03 35 00 - Subtotal					23,387
Section 03 48 16 Precast Concrete Splash Blocks					
010	Splash Block, 18" x 32", Roof Area	215	LF	15.00	3,225
Reference 03 48 16 - Subtotal					3,225

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SHSU Dining Hall

DESIGN DEVELOPMENT ESTIMATE

Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
DIVISION 03				Total	574,832

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SHSU Dining Hall**DESIGN DEVELOPMENT ESTIMATE**

Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
DIVISION 04 MASONRY					
Section	04 20 00 UNIT MASONRY				
010	Dumpster Enclosure: Modular brick veneer over 8" CMU wall, 8' Tall	265	SF	30.00	7,950
015	Mechanical Yard Enclosure: Modular brick veneer over 8" CMU wall, 8' Tall	1,304	SF	30.00	39,120
Reference 04 20 00 - Subtotal					47,070
Section	04 21 13 Brick Masonry				
010	Brick Veneer, Running Bond, Exterior	11,211	SF	18.00	201,798
015	Brick Veneer, Staggered Pattern, Exterior	1,520	SF	18.00	27,360
020	Brick Veneer, Running Bond, Interior	818	SF	16.00	13,088
Reference 04 21 13 - Subtotal					242,246
DIVISION 04 Total					289,316

Huntsville, Texas

SHSU Dining HallDESIGN DEVELOPMENT ESTIMATE

Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
DIVISION 05 METALS					
Section	05 12 00	Structural Steel Framing			
010	Steel frame	163	TON	3,350.00	546,050
		Reference	05 12 00	- Subtotal	546,050
Section	05 21 00	Steel Joist Framing			
010	Bar joist framing	11	TON	2,950.00	32,450
		Reference	05 21 00	- Subtotal	32,450
Section	05 30 00	METAL DECKING			
010	Metal Roof Decking	33,968	SF	2.90	98,507
		Reference	05 30 00	- Subtotal	98,507
Section	05 31 00	Steel Decking			
010	Metal Roof Decking, 1 1/2" Thickness, sloped Roof	6,770	SF	3.20	21,664
020	Metal Roof Decking, 1 1/2" Thickness, Flat Roof	27,198	SF	3.10	84,314
		Reference	05 31 00	- Subtotal	105,978
Section	05 50 00	METAL FABRICATIONS			
010	Miscellaneous metals allowance	17	TON	4,000.00	68,000
		Reference	05 50 00	- Subtotal	68,000
Section	05 51 00	Metal Stairs			

Texas State University System - Sam Houston State University

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SHSU Dining HallDESIGN DEVELOPMENT ESTIMATE

Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
Section 05 51 00 Metal Stairs					
010	Service Stairs, Flights	2	EA	1,500.00	3,000
Reference 05 51 00 - Subtotal					3,000
Section 05 52 00 Metal Railings					
010	Metal Guardrail, Metal Post and Panels 3'-6" Height at Outdoor Dining Area	50	LF	225.00	11,250
015	Metal Guardrail at stairs and ramps	163	LF	150.00	24,450
	Metal Guardrail, Metal Post and Panels 3'-6" Height, Outdoor Dining Area	50	LF	2,255.00	112,750
Reference 05 52 00 - Subtotal					148,450
Section 05 70 00 DECORATIVE METAL					
010	Metal Channel, 11 1/2" Width	468	LF	35.00	16,380
015	Metal Channel, 8" Width	1,334	LF	30.00	40,020
Reference 05 70 00 - Subtotal					56,400
DIVISION 05				Total	1,058,835

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Ref	Description	Qty	Unit	Rate	Total
DIVISION 06 WOOD, PLASTICS, AND COMPOSITES					
Section	06 10 53 Miscellaneous Rough Carpentry				
010	Allow for rough carpentry	28,915	SF	1.25	36,144
Reference 06 10 53 - Subtotal					36,144
Section	06 16 33 Wood Board Sheathing				
010	Plywood Wall Cover board, 5/8"	1,012	SF	2.00	2,024
015	Wall Sheathing, 5/8"	17,607	SF	2.00	35,214
Reference 06 16 33 - Subtotal					37,238
Section	06 22 00 Millwork				
010	Millwork, Base Cabinetry, 24" Depth, Restroom	96	LF	200.00	19,200
015	Millwork, Base Cabinetry, 18" Depth, Dining Area	20	LF	200.00	4,000
020	Millwork, Base Cabinetry, 24", Cashier/Entry	12	LF	200.00	2,400
100	Countertop, Solid Surface, 4" Backsplash, Restrooms	66	SF	50.00	3,300
105	Countertop, Solid Surface, Service Bar Counter, Dining Area	124	SF	50.00	6,200
110	Countertop, Solid Surface, Dining Area	77	SF	50.00	3,850
115	Countertop, Solid Surface, Cashier/Entry	45	SF	50.00	2,250
Reference 06 22 00 - Subtotal					41,200
Section	06 25 00 Prefinished Paneling				

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Ref	Description	Qty	Unit	Rate	Total
Section	06 25 00 Prefinished Paneling				
010	Millwork Shell, Plastic Laminate at Service Bar, Dining Area Servery	312	LF	120.00	37,440
015	Millwork Shell, Wood Paneling at Service Bar, 5" Plank, Engineered Walnut, Dining Area Servery	203	LF	140.00	28,420
020	Millwork Shell, with Light Block Acrylic Base, Servery Area	284	LF	200.00	56,800
		Reference	06 25 00	- Subtotal	122,660
		DIVISION 06		Total	237,242

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Ref	Description	Qty	Unit	Rate	Total
DIVISION 07 THERMAL AND MOISTURE PROTECTION					
Section	07 11 00 Dampproofing				
010	Dampproofing Air/Moisture Barrier, Wall	17,607	SF	2.00	35,214
				Reference 07 11 00 - Subtotal	35,214
Section	07 21 00 Thermal Insulation				
010	Rigid Polyisocyanurate Wall Insulation, 1 1/2"	17,607	SF	2.50	44,018
015	Sound Atten Wall Insulation 3 1/2"	12,831	SF	0.60	7,699
				Reference 07 21 00 - Subtotal	51,716
Section	07 21 16 Blanket Insulation				
010	Batt Wall Insulation 3 1/2", Unfaced	19,300	SF	0.75	14,475
				Reference 07 21 16 - Subtotal	14,475
Section	07 22 00 Roof and Deck Insulation				
010	Rigid Polyisocyanurate Roof Insulation, 1 1/2"	33,968	SF	2.00	67,936
				Reference 07 22 00 - Subtotal	67,936
Section	07 42 13 Metal Wall Panels				
010	Metal Wall Panel, Centria Flush Metal Panel, Exterior	1,443	SF	55.00	79,365
				Reference 07 42 13 - Subtotal	79,365
Section	07 52 00 Modified Bituminous Membrane Roofing				

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Ref	Description	Qty	Unit	Rate	Total
Section	07 52 00	Modified Bituminous Membrane Roofing			
010	TPO 2 Ply Roof, Modified Bituminous Sheet with Air/Moisture Barrier, Rigid Polyisocyanurate Insulation 1 1/2", Cover board 5/8", Metal Roof Decking	27,198	SF	10.50	285,579
Reference 07 52 00 - Subtotal					285,579
Section	07 61 13	Standing Seam Sheet Metal Roofing			
010	Standing Seam Metal Roof, Beridge Zee-Lock, Rigid Polyisocyanurate Insulation 1 1/2", Cover board 5/8", Metal Roof Decking	6,770	SF	14.00	94,780
Reference 07 61 13 - Subtotal					94,780
Section	07 62 00	Sheet Metal Flashing and Trim			
010	Metal Flashing, Prefinished Sheet Metal, 24"	1,150	LF	30.00	34,500
011	Metal Coving, Prefinished Metal, Width 14"	425	LF	25.00	10,625
015	Metal Fascia Flashing, Prefinished Metal, Width 6"	1,334	LF	20.00	26,680
Reference 07 62 00 - Subtotal					71,805
Section	07 71 23	Manufactured Gutters and Downspouts			
010	Metal Gutter, Prefinished Sheet Metal	100	LF	12.00	1,200
015	Metal Downspout, Prefinished Sheet Metal	132	LF	12.00	1,584
Reference 07 71 23 - Subtotal					2,784
Section	07 71 33	Manufactured Scuppers			
010	Scupper, Prefinished Sheet Metal with Emergency Scupper	5	EA	150.00	750

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Ref	Description	Qty	Unit	Rate	Total
DIVISION 08 OPENINGS					
Section	08 11 13	Hollow Metal Doors and Frames			
010	Flush Hollow Metal Door, Single, 3'-0" x 7'-0", Type A1	10	EA	1,200.00	12,000
015	Flush Hollow Metal Door, Double, 6'-0" x 9'-0", Type A1	4	EA	1,500.00	6,000
020	Flush Hollow Metal Door, Double, 6'-0" x 8'-10", Type A1	1	EA	1,400.00	1,400
Reference 08 11 13 - Subtotal					19,400
Section	08 11 16	Aluminum Doors and Frames			
010	Aluminum Framed Glazed Entrance Door, Double, 5'-9 1/2" x 9'-0", Wide Style, Type F1	2	EA	3,600.00	7,200
015	Aluminum Framed Glazed Entrance Door, Double, 5'-10" x 9'-0 1/4", Wide Style, Type F1	2	EA	3,600.00	7,200
Reference 08 11 16 - Subtotal					14,400
Section	08 14 16	Flush Wood Doors			
020	Flush Wood Door, Single, 3'-0" x 7'-0", Type B1, Interior	18	EA	950.00	17,100
Reference 08 14 16 - Subtotal					17,100
Section	08 43 13	Aluminum -Framed Storefronts			
010	Aluminum Framed Storefront, Type W10, Interior, Entrance Area	122	SF	37.50	4,575
015	Aluminum Framed Storefront, Type W10A, Interior, Office Area	94	SF	37.50	3,525

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Ref	Description	Qty	Unit	Rate	Total
Section	08 43 13 Aluminum -Framed Storefronts				
020	Aluminum Framed Storefront, Type W10B, Interior, Office Area	64	SF	37.50	2,400
025	Aluminum Framed Storefront, Type W10C, Interior, Office Area	90	SF	37.50	3,375
030	Aluminum Framed Storefront Window, Type W11, Exterior	120	SF	60.00	7,200
035	Aluminum Framed Storefront Window, Type W12, Exterior	180	SF	60.00	10,800
	Reference 08 43 13 - Subtotal				31,875
Section	08 44 13 Glazed Aluminum Curtain Walls				
010	Aluminum Framed Curtain Wall, Type C1, Exterior	170	SF	60.00	10,200
015	Aluminum Framed Curtain Wall, Type C2, Exterior	140	SF	60.00	8,400
020	Aluminum Framed Curtain Wall, Type C3, Exterior	170	SF	60.00	10,200
025	Aluminum Framed Curtain Wall, Type C4, Exterior	184	SF	60.00	11,040
030	Aluminum Framed Curtain Wall, Type C6, Exterior	406	SF	60.00	24,360
035	Aluminum Framed Curtain Wall, Type C8, Exterior	220	SF	60.00	13,200
040	Aluminum Framed Curtain Wall, Type C9, Exterior	162	SF	60.00	9,720
045	Aluminum Framed Curtain Wall, Type C10, Exterior	390	SF	60.00	23,400
	Reference 08 44 13 - Subtotal				110,520
Section	08 51 13 Aluminum Windows				
010	Aluminum Framed Window, Type W1, Exterior	70	SF	42.00	2,940

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Ref	Description	Qty	Unit	Rate	Total
Section	08 51 13 Aluminum Windows				
015	Aluminum Framed Window, Type W2, Exterior	218	SF	42.00	9,156
020	Aluminum Framed Window, Type W3, Exterior	22	SF	42.00	924
025	Aluminum Framed Window, Type W4, Exterior	22	SF	42.00	924
030	Aluminum Framed Window, Type W5, Exterior	54	SF	42.00	2,268
035	Aluminum Framed Window, Type W6, Exterior	60	SF	42.00	2,520
040	Aluminum Framed Window, Type W7, Exterior	66	SF	42.00	2,772
045	Aluminum Framed Window, Type W8, Exterior	56	SF	42.00	2,352
050	Aluminum Framed Window, Type W9, Exterior	136	SF	42.00	5,712
055	Aluminum Framed Clerestory Window, Type W13, Exterior	203	SF	55.00	11,165
060	Aluminum Framed Clerestory Window, Type W14, Exterior	201	SF	55.00	11,055
065	Aluminum Framed Clerestory Window, Type W15, Exterior	179	SF	55.00	9,845
070	Aluminum Framed Clerestory Window, Type W16, Exterior	223	SF	55.00	12,265
075	Aluminum Framed Clerestory Window, Type W17, Exterior	560	SF	55.00	30,800
080	Aluminum Framed Clerestory Window, Type W18, Exterior	318	SF	55.00	17,490
085	Aluminum Framed Clerestory Window, Type W19, Exterior	318	SF	55.00	17,490
Reference 08 51 13 - Subtotal					139,678
DIVISION 08 Total					332,973

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Ref	Description	Qty	Unit	Rate	Total
DIVISION 09 FINISHES					
Section	09 21 16	Gypsum Board Assemblies			
010	Metal Stud Back-Up Partition, 6" CFMF, 20 GA, 5/8" GWB x1, Unfaced Batt Wall Insulation, Rigid Polyisocyanurate Wall Insulation, Dampproofing Air/Moisture Barrier, Sheathing	14,045	SF	8.00	112,360
015	Metal Stud Back-Up Clerestory Partition, 6" CFMF, 20 GA, 5/8" GWB x1, Unfaced Batt Wall Insulation, Rigid Polyisocyanurate Wall Insulation, Dampproofing Air/Moisture Barrier, Sheathing	2,550	SF	8.00	20,400
020	Metal Stud Wall Partition, 6" CFMF, 20 GA, 5/8" GWB x2, Unfaced Batt Wall Insulation	2,705	SF	6.80	18,394
035	Metal Stud Wall Partition, 6" CFMF, 20 GA, 5/8" GWB x2, Sound Atten Wall Insulation	6,114	SF	6.80	41,575
040	Metal Stud Wall Partition, 4" CFMF, 20 GA, 5/8" GWB x2, Sound Atten Wall Insulation	6,717	SF	6.50	43,661
045	Metal Stud Wall Partition, 2 1/2" CFMF, 20 GA, 5/8" GWB x2, Partial Height, Dining Areas	415	SF	9.00	3,735
050	Metal Stud Wall Partition, 4" CFMF, 20 GA, 5/8" GWB x2, Partial Height, Dining Areas	278	SF	7.00	1,946
060	Metal Stud Pony Wall Partition, 6" CFMF, 20 GA, 5/8" GWB x2, Partial Height, Dining Areas	730	SF	9.50	6,935
065	Metal Stud Chase Partition, 4" CFMF, 20 GA, 5/8" GWB x1	3,328	SF	7.50	24,960
070	Metal Stud Furring Partition, 2 1/2" CFMF, 20 GA, 5/8" GWB x1	1,638	SF	4.75	7,781
075	Gypboard Ceiling, Painted	5,755	SF	0.85	4,892
Reference 09 21 16 - Subtotal					286,638

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Ref	Description	Qty	Unit	Rate	Total
Section	09 30 13 Ceramic Tiling				
010	Porcelain Tile Flooring, Type T	14,030	SF	12.00	168,360
015	Porcelain Wall Tile, Dining & Served Areas	1,810	SF	12.00	21,720
020	Porcelain Wall Tile, Height 9'-0", Restrooms, Type WT	1,702	SF	12.00	20,424
025	Porcelain Tile Base, Type TB	276	LF	10.00	2,760
	Reference 09 30 13 - Subtotal				213,264
Section	09 51 23 Acoustical Tile Ceilings				
010	Acoustical Ceiling Tile, 2' x 2'	11,858	SF	3.50	41,503
015	Acoustical Ceiling Panel, 2' x 6'	2,176	SF	15.00	32,640
	Reference 09 51 23 - Subtotal				74,143
Section	09 54 00 Specialty Ceilings				
010	Fabric Wrapped Ceiling Clouds, Aluminum Framed, 1" Thickness	178	SF	22.00	3,916
	Reference 09 54 00 - Subtotal				3,916
Section	09 54 33 Decorative Panel Ceilings				
010	Wood Panel Ceiling	183	SF	45.00	8,235
	Reference 09 54 33 - Subtotal				8,235
Section	09 61 00 Flooring Treatment				
010	Sealed Concrete Flooring, Type SC	3,814	SF	1.75	6,675

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Ref	Description	Qty	Unit	Rate	Total
Section	09 61 00 Flooring Treatment				
		Reference	09 61 00	- Subtotal	6,675
Section	09 64 00 Wood Flooring				
010	Wood Flooring, Engineered, Type WFE	832	SF	10.00	8,320
		Reference	09 64 00	- Subtotal	8,320
Section	09 65 13 Resilient Base and Accessories				
010	Resilient Rubber Base, Type RBA	3,962	LF	1.50	5,943
		Reference	09 65 13	- Subtotal	5,943
Section	09 65 19 Resilient Tile Flooring				
010	Resilient Tile Flooring, Type RTF	1,872	SF	15.00	28,080
		Reference	09 65 19	- Subtotal	28,080
Section	09 67 23 Resinous Flooring				
010	Resinous Flooring System, Type RF	6,518	SF	7.50	48,885
		Reference	09 67 23	- Subtotal	48,885
Section	09 72 00 Wall Coverings				
010	Wall Covering, Acrylic Panel with Custom Graphics	34	SF	25.00	850
015	Wall Covering, Plastic Laminate	878	SF	10.00	8,780
020	Acrylic Wall Panel with Applied Custom Graphics	716	SF	30.00	21,480

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Ref	Description	Qty	Unit	Rate	Total
Section	09 72 00 Wall Coverings				
		Reference	09 72 00	- Subtotal	31,110
Section	09 72 16 Vinyl-Coated Fabric Wall Coverings				
010	FRP Walls Panels, Full Height, Type FRP	216	SF	4.50	972
		Reference	09 72 16	- Subtotal	972
Section	09 74 16 Flexible Wood Veneers				
010	Wood Wall Paneling, 5" Plank, Engineered Walnut, Type WFE	438	SF	40.00	17,520
		Reference	09 74 16	- Subtotal	17,520
Section	09 90 00 PAINTING AND COATING				
010	Paint, Exposed Ceiling, Interior	5,158	SF	1.60	8,253
015	Paint, Ceiling, Interior	5,755	SF	1.60	9,208
020	Paint, Wall, Interior	55,479	SF	0.65	36,061
025	Paint, Exposed Soffit, Exterior	6,500	SF	1.70	11,050
		Reference	09 90 00	- Subtotal	64,572
		DIVISION 09		Total	798,273

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Ref	Description	Qty	Unit	Rate	Total
DIVISION 10 SPECIALTIES					
Section	10 14 00 Signage				
010	Allowance, Signage Interior	27,280	SF	1.25	34,100
015	Allow for monument sign	1	EA	25,000.00	25,000
	Reference 10 14 00 - Subtotal				59,100
Section	10 21 13.16 Plastic-Laminate-Clad Toilet Compartments				
010	Toilet Partition, Floor Mounted, HDPE, Vandal Resistant Top Rails	5	EA	900.00	4,500
015	Toilet Partitions, ADA, Floor Mounted, HDPE, Vandal Resistant Top Rails	2	EA	1,000.00	2,000
020	Urinal Screen, HDPE, Vandal Resistant	2	EA	600.00	1,200
	Reference 10 21 13.16 Subtotal				7,700
Section	10 28 13.13 Commercial Toilet Accessories				
010	Grab Bar, 36"	5	EA	120.00	600
015	Grab Bar, 42"	5	EA	150.00	750
020	Toilet Tissue Dispenser	10	EA	65.00	650
025	Soap Dispenser, Wall Mounted	5	EA	75.00	375
030	Coat Hook	5	EA	25.00	125
035	Coat Hook, ADA	5	EA	25.00	125
040	Mop Rack, 24"x30"	1	EA	150.00	150

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Ref	Description	Qty	Unit	Rate	Total
Section 10 28 13.13 Commercial Toilet Accessories					
045	Sanitary Napkin Disposal Receptacle	4	EA	75.00	300
050	Paper Towel Dispenser with Waste Receptacle, Recessed	5	EA	500.00	2,500
055	Mirror, Restroom, Type 1, 24" x 36"	1	EA	150.00	150
060	Mirror, Restroom, Type 2, 36" x 36"	1	EA	200.00	200
065	Mirror, Restroom, Type 3, 60" x 36"	1	EA	270.00	270
070	Mirror, Restroom, Type 4, 120" x 36"	2	EA	540.00	1,080
Reference 10 28 13.13 Subtotal					7,275
Section 10 51 13 Metal Lockers					
010	Metal Lockers	10	EA	275.00	2,750
Reference 10 51 13 - Subtotal					2,750
Section 10 71 13 Exterior Sun Control Devices					
010	Pergola, Wood Staffed	562	SF	75.00	42,150
Reference 10 71 13 - Subtotal					42,150
Section 10 73 16 Canopies					
010	Canopy, Prefinished Sheet Metal	3,180	SF	45.00	143,100
Reference 10 73 16 - Subtotal					143,100
DIVISION 10 Total					262,075

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Ref	Description	Qty	Unit	Rate	Total
DIVISION 11 EQUIPMENT					
Section	11 52 00 Audio-Visual Equipment				
010	Visual Display Surface, Conference Room	1	EA	3,500.00	3,500
		Reference	11 52 00	- Subtotal	3,500
		DIVISION 11	Total		3,500

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Ref	Description	Qty	Unit	Rate	Total
DIVISION 12 FURNISHINGS					
Section	12 48 13.13	Entrance Floor Mats			
010	Walk-Off Matt, Main Entrance, Type WM	215	SF	25.00	5,375
Reference 12 48 13.13 Subtotal					5,375
DIVISION 12 Total				5,375	

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Ref	Description	Qty	Unit	Rate	Total
DIVISION 21 FIRE SUPPRESSION					
Section	21 13 13 Wet-Pipe Sprinkler Systems				
010	Allowance, Fire Suppression Piping	33,968	SF	2.50	84,920
015	6" Fire Water Back Flow Preventer	1	EA	8,500.00	8,500
020	Fire Pump, FP, 500 GPM	1	EA	28,000.00	28,000
025	Jockey Pump, JP, 2.5 GPM	1	EA	6,500.00	6,500
027	Jockey Pump Control Panel	1	EA	1,500.00	1,500
030	Fire Pump Control Panel	1	EA	1,500.00	1,500
035	Valve Supervisory Switch	1	EA	900.00	900
Reference 21 13 13 - Subtotal					131,820
DIVISION 21 Total					131,820

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Ref	Description	Qty	Unit	Rate	Total
DIVISION 22 PLUMBING					
Section	22 10 00	PLUMBING PIPING AND PUMPS			
020	Natural Gas Piping	289	LF	50.00	14,450
200	2" High Pressure Natural Gas Piping	70	LF	60.00	4,200
205	Natural Gas Meter/Regulatory Assembly	1	EA	750.00	750
Reference 22 10 00 - Subtotal					19,400
Section	22 11 16	Domestic Water Piping			
010	2" Domestic Cold Water Piping	33	LF	75.00	2,475
015	3" Domestic Cold Water Piping	205	LF	90.00	18,450
020	6" Domestic Water Pipe	155	LF	120.00	18,600
025	Domestic Hot Water Piping up to 120 degrees	536	LF	35.00	18,760
030	Domestic Hot Water Piping up to 140 degrees	164	LF	35.00	5,740
032	Allow for plumbing piping not shown	28,915	SF	6.00	173,490
035	Hot water mixing valve	1	EA	2,500.00	2,500
040	Hot Water Circulation Pump, HWCP, 40 GPM	2	EA	1,800.00	3,600
045	3" Domestic Water Back Flow Preventer	1	EA	4,500.00	4,500
047	2" Cold Water Back Flow Preventer	1	EA	1,200.00	1,200
050	Domestic Water Booster Pump Package, DWPP, 40 GPM	1	EA	5,000.00	5,000

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Ref	Description	Qty	Unit	Rate	Total
Section	22 11 16 Domestic Water Piping				
		Reference	22 11 16	- Subtotal	254,315
Section	22 13 16 Sanitary Waste and Vent Piping				
010	Grease Trap, 7,000 gal, Model GT-7000	1	EA	10,000.00	10,000
020	4" Trapped Sanitary Piping Up	9	LF	43.00	387
025	2" Sanitary Vent	27	EA	33.00	891
030	Floor Drain, 7", Cast Iron	6	EA	550.00	3,300
035	2" Sanitary Drain Above Floor	5	EA	33.00	165
040	4" Sanitary Drain Above Floor	24	EA	43.00	1,032
045	3" Sanitary Trapped Drain	20	EA	37.00	740
050	Sampling Well	1	EA	1,200.00	1,200
055	6" Grease Drain above floor	9	EA	550.00	4,950
060	4" Grease Drain above floor	2	EA	500.00	1,000
		Reference	22 13 16	- Subtotal	23,665
Section	22 14 00 Facility Storm Drainage				
010	6" Storm Drain	665	LF	59.00	39,235
011	6" Overflow Drain	202	LF	59.00	11,918
015	8" Storm Drain	122	LF	70.00	8,540
016	8" Overflow Drain	5	LF	70.00	350

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Ref	Description	Qty	Unit	Rate	Total
Section 22 14 00 Facility Storm Drainage					
050	Overflow Drain, Deck-mounted	8	EA	500.00	4,000
055	Roof Drain, Deck-mounted	8	EA	500.00	4,000
Reference 22 14 00 - Subtotal					68,043
Section 22 40 00 PLUMBING FIXTURES					
010	Floor Sink, 8 1/2" x 8 1/2"	7	EA	1,200.00	8,400
015	Mop Sink, 24"x24"x8", Janitor Room	1	EA	1,500.00	1,500
020	Water Closet	5	EA	1,000.00	5,000
025	Water Closet, ADA	5	EA	1,100.00	5,500
030	Urinal	3	EA	900.00	2,700
035	Lavatory Sink, Wall Mounted, Type 1	1	EA	900.00	900
040	Lavatory Sink, Undermount, Type 2	10	EA	1,050.00	10,500
045	Lavatory Sink, Wall Mounted, Type 3, Janitor Room	1	EA	900.00	900
050	Water Heater, Natural Gas	2	EA	2,500.00	5,000
055	Water Heater Flue	2	EA	750.00	1,500
Reference 22 40 00 - Subtotal					41,900
DIVISION 22				Total	407,323

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SHSU Dining HallDESIGN DEVELOPMENT ESTIMATE

Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
DIVISION 23 HVAC					
Section	23 08 00	Commissioning of HVAC			
010	Allow for testing and balancing, by Owner	28,915	SF		
Reference 23 08 00 - Subtotal					
Section	23 09 00	Instrumentation and Control for HVAC			
010	Allow for controls	28,915	SF	3.00	86,745
Reference 23 09 00 - Subtotal					86,745
Section	23 21 13	Hydronic Piping			
010	2 1/2" Chilled Water Return Piping	255	LF	65.00	16,575
015	2 1/2" Chilled Water Supply Piping	258	LF	65.00	16,770
020	3" Heating Hot Water Return Piping	451	LF	68.50	30,894
025	3" Heating Hot Water Supply Piping	396	LF	68.50	27,126
030	Chilled Water Pump	2	EA	6,500.00	13,000
035	Heated Hot Water Pump	2	EA	4,500.00	9,000
Reference 23 21 13 - Subtotal					113,365
Section	23 31 13	Metal Ducts			
060	Allow for ductwork, based on 1.6#/sf	40,000	LB	7.10	284,000
065	Insulation on duct	26,667	SF	2.80	74,668

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SHSU Dining HallDESIGN DEVELOPMENT ESTIMATE

Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
Section	23 31 13 Metal Ducts				
		Reference	23 31 13	- Subtotal	358,668
Section	23 34 00 HVAC Fans				
010	Kitchen Exhaust Fan, Type KEF	10	EA	2,500.00	25,000
015	Kitchen Supply Air Fan, Type KSF	8	EA	4,500.00	36,000
		Reference	23 34 00	- Subtotal	61,000
Section	23 35 00 Special Exhaust Systems				
010	Exhaust Fan	9	EA	1,500.00	13,500
015	Exhaust Fan EF-1 & EF-2	2	EA	1,500.00	3,000
		Reference	23 35 00	- Subtotal	16,500
Section	23 36 00 Air Terminal Units				
045	Fan powered box	17	EA	1,600.00	27,200
		Reference	23 36 00	- Subtotal	27,200
Section	23 36 16 Variable-Air-Volume Units				
015	Variable Air Volume	34	EA	1,200.00	40,800
		Reference	23 36 16	- Subtotal	40,800
Section	23 37 13 Diffusers, Registers, and Grilles				
020	Outside Air Intake Unit	1	EA	15,000.00	15,000

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Ref	Description	Qty	Unit	Rate	Total
Section 23 37 13 Diffusers, Registers, and Grilles					
050	Allow for grilles, registers and diffusers, per area	28,915	EA	1.50	43,373
Reference 23 37 13 - Subtotal					58,373
Section 23 52 00 Heating Boilers					
020	Condensing Boiler- 1,500 MBtu	1	EA	37,000.00	37,000
Reference 23 52 00 - Subtotal					37,000
Section 23 62 23 Packaged Water-Cooled Refrigerant Compressor and Condenser Units					
030	Chiller- 150 TON	2	EA	95,000.00	190,000
Reference 23 62 23 - Subtotal					190,000
Section 23 74 13 Packaged, Outdoor, Central-Station Air-Handling Units					
080	AHU-45,000 CFM	1	EA	202,500.00	202,500
Reference 23 74 13 - Subtotal					202,500
Section 23 82 19 Fan Coil Units					
070	Fan Coil Units- 5 Tons	4	EA	3,500.00	14,000
075	Fan Coil Units- 7.5 Tons	1	EA	4,500.00	4,500
Reference 23 82 19 - Subtotal					18,500
DIVISION 23				Total	1,210,650

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Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
DIVISION 26 ELECTRICAL					
Section	26 00 00	ELECTRICAL			
010	Electrical Meter	1	EA	1,500.00	1,500
Reference 26 00 00 - Subtotal					1,500
Section	26 05 33	Raceway and Boxes for Electrical Systems			
010	Duplex Receptacle	52	EA	65.00	3,380
015	Duplex Receptacle on Emergency Power	4	EA	65.00	260
020	GFCI Duplex Receptacle	14	EA	75.00	1,050
025	Quadraplex Receptacle	8	EA	75.00	600
030	GFCI, WP, WR Duplex Receptacle	8	EA	85.00	680
Reference 26 05 33 - Subtotal					5,970
Section	26 09 00	Instrumentation and Control for Electrical Systems			
010	Fan Switch	4	EA	250.00	1,000
Reference 26 09 00 - Subtotal					1,000
Section	26 09 13	Electrical Power Monitoring and Control			
010	Automatic Emergency Power Transfer Control, Type EC	9	EA	1,500.00	13,500
Reference 26 09 13 - Subtotal					13,500
Section	26 09 23	Lighting Control Devices			

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SHSU Dining Hall**DESIGN DEVELOPMENT ESTIMATE**

Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
Section	26 09 23	Lighting Control Devices			
015	Single-Pole Switch	15	EA	65.00	975
020	Three-way Switch	6	EA	75.00	450
025	Motion Detector Switch	18	EA	300.00	5,400
030	Motion Sensor	8	EA	300.00	2,400
035	Digital Room Controller, Dimming Signals, Type RC-D	10	EA	250.00	2,500
040	Digital Room Controller, One-Relay, Type RC-1	20	EA	250.00	5,000
045	Digital Room Controller, Two-Relay, Type RC-2	2	EA	250.00	500
050	Photocell to use with Digital Room Controllers, Type PC	11	EA	900.00	9,900
Reference 26 09 23 - Subtotal					27,125
Section	26 10 00	MEDIUM-VOLTAGE ELECTRICAL DISTRIBUTION			
010	Junction Box	1	EA	65.00	65
015	Allow for wiring and distribution, includes devices	28,915	SF	10.00	289,150
Reference 26 10 00 - Subtotal					289,215
Section	26 22 13	Low-Voltage Distribution Transformers			
010	Transformer 112.5 KVA, 480V-128/208V, 3ø, 4w	2	EA	17,000.00	34,000
015	Transformer 9 KVA, 480V-128/208V, 3ø, 4w	2	EA	5,000.00	10,000
Reference 26 22 13 - Subtotal					44,000

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Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
Section 26 24 16 Panelboards					
010	Distribution Panel, 800 amps, 277/480 Volt, 3o, 4 wire, 42,000 AIC	1	EA	9,500.00	9,500
015	Distribution Panel, 600 amps, 277/480 Volt, 3o, 4 wire, XXX AIC	1	EA	4,800.00	4,800
020	Distribution Panel, 400 amps, 120/208 Volt, 3o, 4 wire, 14,000 AIC	1	EA	3,700.00	3,700
025	Main Distribution Panel, Switchgear, 800 amps, 277/480 Volt, 3o, 4 wire, 42,000 AIC	1	EA	15,000.00	15,000
030	Panelboard 400amps, MCB	1	EA	3,500.00	3,500
035	Panelboard, 400amps, MLO	3	EA	3,500.00	10,500
040	Panelboard, 100amps, MLO	12	EA	1,800.00	21,600
045	Relay Panel for Control of Building Lighting	1	EA	1,500.00	1,500
Reference 26 24 16 - Subtotal					70,100
Section 26 24 19 Motor-Control Centers					
010	Combination Disconnect Switch and Motor Starter	6	EA	1,200.00	7,200
015	Single or Three Phase Motor	25	EA	900.00	22,500
Reference 26 24 19 - Subtotal					29,700
Section 26 25 00 Enclosed Bus Assemblies					
010	Step Bus Gutter 1600amp	1	EA	1,500.00	1,500
015	1600Amp Step Bus Gutter 14KAIC rated	1	EA	2,200.00	2,200

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Ref	Description	Qty	Unit	Rate	Total
Section	26 25 00 Enclosed Bus Assemblies				
		Reference	26 25 00	- Subtotal	3,700
Section	26 28 00 Low-Voltage Circuit Protective Devices				
010	Surge Protector Device, 120Ka per mode, internally mounted	4	EA	6,500.00	26,000
015	Surge Protector Device, 240Ka per mode, internally mounted	1	EA	7,500.00	7,500
		Reference	26 28 00	- Subtotal	33,500
Section	26 28 16 Enclosed Switches and Circuit Breakers				
010	Fused Disconnect Switch	2	EA	1,200.00	2,400
015	Toggle Switch Disconnect	5	EA	900.00	4,500
		Reference	26 28 16	- Subtotal	6,900
Section	26 32 13.16 Gas-Engine-Driven Generator Sets				
010	Natural Gas Standby Generator, 725 KW/906 KVA, 280Y/277Y, 3ø, 4w,	1	EA	330,600.00	330,600
		Reference	26 32 13.16	- Subtotal	330,600
Section	26 36 23 Automatic Transfer Switches				
015	Standby Automatic Transfer Switch, 600amps/ 4 Pole	1	EA	10,700.00	10,700
020	Standby Automatic Transfer Switch, 400amps/ 4 Pole	1	EA	7,600.00	7,600
025	Emergency Automatic Transfer Switch, 150 amps/ 4 pole	1	EA	4,100.00	4,100

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Ref	Description	Qty	Unit	Rate	Total
Section	26 36 23 Automatic Transfer Switches				
		Reference	26 36 23	- Subtotal	22,400
Section	26 51 13 Interior Lighting Fixtures, Lamps, And Ballasts				
010	Ceiling Fan, Exterior Type, 10'-0" Diameter	4	EA	8,500.00	34,000
	2'x4' Troffer-LED-4000 LM-Gasketed Light Fixture, Type A1	47	EA	175.00	8,225
015	2'x4' Troffer-LED-4000 LM-Gasketed Emergency Light Fixture, Type A1E	13	EA	185.00	2,405
020	2'x4' Troffer-LED-4000 LM, Light Fixture, Type B1	14	EA	175.00	2,450
025	2'x4' Troffer-LED-4000 LM, Emergency Light Fixture, Type B1E	3	EA	185.00	555
030	2'x4' Troffer-LED-4800 LM, Emergency Light Fixture, Type B2	10	EA	175.00	1,750
035	Serving Line Pendant LED Light Fixture, Type C1	18	EA	550.00	9,900
040	Serving Line Pendant-CHROME-LED Light Fixture, Type C2A	13	EA	600.00	7,800
045	6" LED Downlight-1000 LM-Light Fixture, Type E1	59	EA	200.00	11,800
050	6" LED Downlight-1000 LM, Emergency Light Fixture, Type E1E	9	EA	210.00	1,890
055	6" LED Downlight-1400 LM-Light Fixture, Type E2	14	EA	200.00	2,800
060	6" LED Downlight-1400 LM Emergency Light Fixture, Type E2E	2	EA	210.00	420
065	6" LED Downlight-2200 LM-Light Fixture, Type E3	56	EA	200.00	11,200

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SHSU Dining Hall**DESIGN DEVELOPMENT ESTIMATE**

Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
Section	26 51 13 Interior Lighting Fixtures, Lamps, And Ballasts				
070	6" LED Downlight-2200 LM-Emergency Light Fixture, Type E3E	20	EA	210.00	4,200
075	6" LED Cylinder-3000 LM-Light Fixture, Type F	38	EA	200.00	7,600
080	6" LED Cylinder-3000 LM-Emergency Light Fixture, Type FE	8	EA	210.00	1,680
090	Cove Light with Adj MTG CLip Track & Frosted Lens, 3500K LED, Light Fixture, Type G	60	EA	150.00	9,000
095	Pendant LED Light Fixture, Type J.1	42	EA	600.00	25,200
100	Decorative Round Pendant Fluorescent Light Fixture, Type K	10	EA	250.00	2,500
105	Nominal 24" Vanity LED Light Fixture, Type L	2	EA	200.00	400
110	Fluorescent 32-Watt Linear Strip Light Fixture, Type M	34	EA	120.00	4,080
115	Light Fixture Type N	4	EA	200.00	800
	Reference 26 51 13 - Subtotal				150,655
Section	26 53 00 Exit Signs				
010	Exit Sign, LED Type	14	EA	350.00	4,900
	Reference 26 53 00 - Subtotal				4,900
Section	26 56 00 Exterior Lighting				
005	Light Pole, Exterior Site Lighting, SHSU Standard	8	EA	2,800.00	22,400
	Reference 26 56 00 - Subtotal				22,400

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Ref	Description	Qty	Unit	Rate	Total
DIVISION 26				Total	1,057,165

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Ref	Description	Qty	Unit	Rate	Total
DIVISION 27 COMMUNICATIONS					
Section	27 05 28.33	Conduits and Backboxes for Communications Systems			
010	4- 4" Conduits for telecommunication	258	LF	80.00	20,640
015	Overhead conduit for telecommunication	243	LF	40.00	9,720
020	Feeder Pull box	1	EA	900.00	900
Reference 27 05 28.33 Subtotal					31,260
Section	27 05 28.36	Cable Trays for Communications Systems			
010	Cable Tray	161	LF	40.00	6,440
Reference 27 05 28.36 Subtotal					6,440
Section	27 20 00	DATA COMMUNICATIONS			
010	Card reader	3	EA	900.00	2,700
Reference 27 20 00 - Subtotal					2,700
Section	27 21 00	Data Communications Network Equipment			
010	Ceiling data outlets	21	EA	290.00	6,090
011	Allow for cable/equipment, per floor area	28,915	SF	5.00	144,575
Reference 27 21 00 - Subtotal					150,665
Section	27 21 33	Data Communications Wireless Access Points			
010	Wireless Access Point, WAP, Interior	18	EA	250.00	4,500

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SHSU Dining Hall

DESIGN DEVELOPMENT ESTIMATE

Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
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Section	27 21 33	Data Communications Wireless Access Points			
020	Wireless Access Point, WAP, Exterior	4	EA	250.00	1,000
Reference 27 21 33 - Subtotal					5,500
DIVISION 27				Total	196,565

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Ref	Description	Qty	Unit	Rate	Total
DIVISION 28 ELECTRONIC SAFETY AND SECURITY					
Section	28 31 00	Fire Detection and Alarm			
010	Fire Alarm Auxiliary Relay	1	EA	250.00	250
015	Fire Pump Circuit Breaker 100AF/3P/60AT	1	EA	350.00	350
020	Supply Air Duct Smoke Detector	1	EA	400.00	400
025	Fire Pump Automatic Transfer Switch	1	EA	4,500.00	4,500
030	Fire Alarm Control Panel, Flush Mounted	1	EA	12,000.00	12,000
035	Fire Alarm Remote Annunciator	1	EA	250.00	250
040	Generator Remote Annunciator	1	EA	250.00	250
045	Addressable Input Module for Fire Alarm Monitoring of Kitchen Hood	9	EA	4,500.00	40,500
050	Ceiling Mounted Heat Detector	12	EA	300.00	3,600
055	Ceiling Mounted Smoke Detector	87	EA	350.00	30,450
060	Smoke Detector and Speaker/Visual Signal in Walk-in Refrigerator	5	EA	450.00	2,250
065	Fire Alarm Manual Pull Station	8	EA	350.00	2,800
070	Sprinkler Water Flow Switch	1	EA	900.00	900
075	Fire Alarm Audio Visual Signal, Wall mounted	7	EA	450.00	3,150
080	Fire Alarm Audio Visual Signal, Ceiling mounted	41	EA	450.00	18,450
085	Fire Alarm Visual Strobe, Ceiling mounted	10	EA	400.00	4,000

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Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
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Section	28 31 00	Fire Detection and Alarm			
090	Fire Alarm Visual Signal, Wall mounted	1	EA	400.00	400
095	Fire Alarm Audio, Ceiling mounted	3	EA	350.00	1,050
		Reference	28 31 00	- Subtotal	125,550
		DIVISION 28		Total	125,550

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Ref	Description	Qty	Unit	Rate	Total
DIVISION 31 EARTHWORK					
Section	31 23 00	Excavation and Fill			
005	Allow for building related earthwork	30,667	SF	3.00	92,001
010	Fill, select	2,198	CY	12.00	26,376
015	Excavation	3,633	CY	9.00	32,697
020	Slope protection allowed	2,340	SF	5.00	11,700
025	Haul spoil	3,633	CY	15.00	54,495
Reference 31 23 00 - Subtotal					217,269
Section	31 25 00	Erosion and Sedimentation Controls			
005	Temporary Tree Protection	73	LF	75.00	5,475
010	Reinforced filter fabric barrier	570	LF	4.00	2,280
015	Stabilized Construction Exit	1,200	SF	2.50	3,000
020	Inlet Protection Barrier	5	EA	250.00	1,250
025	Allow for SWPPP maintenance/reports	1	LS	10,000.00	10,000
Reference 31 25 00 - Subtotal					22,005
DIVISION 31 Total				239,274	

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Ref	Description	Qty	Unit	Rate	Total
DIVISION 32 EXTERIOR IMPROVEMENTS					
Section	32 00 00	EXTERIOR IMPROVEMENTS			
010	Benches	2	EA	2,200.00	4,400
Reference 32 00 00 - Subtotal					4,400
Section	32 12 16	Asphalt Paving			
010	Asphalt overlay- 2"	16,072	SF	2.50	40,180
Reference 32 12 16 - Subtotal					40,180
Section	32 13 13	Concrete Paving			
010	Concrete Patio, Outdoor Dining Area	1,718	SF	5.00	8,590
	Mechanical Pad	2,415	SF	7.50	18,113
	Concrete Pavement- 6"	9,989	SF	5.20	51,943
015	Concrete Pavement- 4 1/2", sidewalk	6,434	SF	4.50	28,953
	Concrete Sidewalk	6,435	SF	4.50	28,958
020	Chiller Yard	2,797	SF	12.00	33,564
030	Dumpster yard paving, 12" Thk	194	SF	15.00	2,910
040	Concrete Ramp	420	SF	9.00	3,780
Reference 32 13 13 - Subtotal					176,810
Section	32 16 00	Curbs and Gutters			

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Ref	Description	Qty	Unit	Rate	Total
Section 32 16 00 Curbs and Gutters					
010	Concrete Curb and Gutter	662	LF	11.00	7,282
015	Concrete Curb	312	LF	9.00	2,808
020	Concrete Header	170	LF	9.00	1,530
Reference 32 16 00 - Subtotal					11,620
Section 32 16 13.19 Cast-In-Place Concrete Gutters					
010	Stepped Bus Gutter	12	LF	150.00	1,800
Reference 32 16 13.19 Subtotal					1,800
Section 32 17 23 Pavement Markings					
010	Parking Spaces (Painting)	15	LF	2.50	38
015	Handicap Parking Spaces	2	EA	120.00	240
020	Diagonal Hatched Marking	677	SF	2.50	1,693
Reference 32 17 23 - Subtotal					1,970
Section 32 30 00 SITE IMPROVEMENTS					
010	Steel Bollard, Concrete Fill, 6" Diameter	6	EA	450.00	2,700
015	Bicycle Rack, Galvanized Steel, Embedded in Paving	20	EA	200.00	4,000
Reference 32 30 00 - Subtotal					6,700
Section 32 31 00 Fences and Gates					

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Ref	Description	Qty	Unit	Rate	Total
Section	32 31 00	Fences and Gates			
010	Rod Iron Gate- 8' Tall, 12' Wide	1	EA	1,800.00	1,800
015	Decorative Metal Fence, 4' Ht	53	LF	90.00	4,770
		Reference	32 31 00	- Subtotal	6,570
Section	32 32 19	Unit Masonry Retaining Walls			
010	Retaining Wall-Footing, allows average 5' width x 1' thickness	168	LF	270.00	45,360
		Reference	32 32 19	- Subtotal	45,360
Section	32 80 00	IRRIGATION			
010	Allow for Irrigation	10,600	SF	0.75	7,950
		Reference	32 80 00	- Subtotal	7,950
Section	32 90 00	PLANTING			
010	Gravel Band	650	SF	4.00	2,600
		Reference	32 90 00	- Subtotal	2,600
Section	32 92 00	Turf and Grasses			
010	Turf	9,070	SF	0.60	5,442
050	Groundcover	2,448	SF	5.00	12,240
055	Shrubs	2,448	SF	7.50	18,360
060	Tree, Shade Cover Type, Live Oak, 100 GAL	20	EA	450.00	9,000

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Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
DIVISION 33 UTILITIES					
Section	33 10 00	WATER UTILITIES			
010	Waterline- 6" PVC	33	LF	55.00	1,815
015	Fire Water Line- 6"	30	LF	55.00	1,650
020	Water Meter	1	EA	2,500.00	2,500
025	Post Indicator Valve	2	EA	2,500.00	5,000
030	Wet Tap S&V- 6"	1	EA	10,000.00	10,000
035	Relocate Fire Hydrant Assembly	1	EA	2,500.00	2,500
Reference 33 10 00 - Subtotal					23,465
Section	33 30 00	SANITARY SEWERAGE UTILITIES			
010	Sanitary Manhole	1	EA	4,200.00	4,200
015	Sanitary Sewer- PVC 6"	172	LF	50.00	8,600
Reference 33 30 00 - Subtotal					12,800
Section	33 40 00	STORM DRAINAGE UTILITIES			
010	Storm Water Inlet- Type A	3	EA	1,500.00	4,500
015	Bubble Inlet for overflow line	1	EA	1,200.00	1,200
025	Cistern, 10,000 Gal.	1	LS	150,000.00	150,000
030	Storm Sewer- 18" PVC	60	LF	25.00	1,500

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Ref	Description	Qty	Unit	Rate	Total
Section 33 40 00 STORM DRAINAGE UTILITIES					
035	Storm Sewer- 8" PVC	37	LF	18.00	666
050	Storm Sewer- 6" PVC	175	LF	16.00	2,800
055	Trench Drain	108	LF	175.00	18,900
095	Clay Plug	2	EA	250.00	500
100	Adjust Manholes to new elevation	2	EA	3,200.00	6,400
Reference 33 40 00 - Subtotal					186,466
Section 33 51 13 Natural-Gas Piping					
010	Gas Line- 12", site	90	LF	90.00	8,100
Reference 33 51 13 - Subtotal					8,100
Section 33 51 33 Natural-Gas Metering					
015	Gas Meter	1	EA	1,500.00	1,500
Reference 33 51 33 - Subtotal					1,500
DIVISION 33				Total	232,331

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DESIGN DEVELOPMENT ESTIMATE

Date of Estimate - December 9, 2014 (Rev'd. 1/15/15)

Ref	Description	Qty	Unit	Rate	Total
DIVISION 1 - 33 TOTAL :					8,310,266

TxSt: Design Development Documents for STAR One Expansion

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

The design development documents prepared by Philo Wilke Partnership, of Houston, Texas, for the STAR One Expansion project at Texas State University and the projected total project cost of \$8,000,000 be approved, to be funded by the issuance of taxable Texas State University System Revenue Financing System Bonds in the amount of \$10,000,000 to fund this Expansion project in the amount of \$8,000,000 and the Lab Finish-Out project, which was delegated to the University, in the amount of \$2,000,000. If additional funds for the STAR One Expansion project are required, such funds will be provided by Unexpended Plant Funds in an amount to be determined.

Explanation

Campus Master Plan/Capital Improvement Plan (CIP). The STAR One Expansion project is on The Texas State University System (TSUS) CIP.

The architectural/engineering team of Philo Wilke Partnership was selected and contracted in September 2014 to prepare design development documents and construction documents for a Construction Manager at Risk, provide contract administration, and prepare cost estimates within the approved scope and limits of the project. Hill & Wilkinson, General Contractors, of Austin, Texas, was selected and contracted in September 2014 as the Construction Manager at Risk. Hill & Wilkinson will provide monthly constructability reviews, multiple construction cost estimates, and best value evaluations.

Background Information. The Science, Technology, and Advanced Research (STAR) Park is a 58 acre site that houses STAR One, the first building dedicated to the university's research and commercialization efforts. Construction on STAR One began in October 2011 and the building opened to clients in November 2012. STAR One is a 20,000 square foot facility that serves as an incubator for start-up and early-stage businesses by providing tenants access to secure wet labs, clean space, conference room, and office space for research and development.

The incubator program located at STAR One is designed to foster the development of new commercial ventures related to regional technologies in applied research. This building houses 'spin-offs' from research and intellectual property generated by university faculty and 'spin-ins' from outside companies that want to come in and strategically work with the university. The overall goal of the incubator program is to provide space and infrastructure to expedite research and commercial development of promising ventures in the context of viable, well managed, start-up companies. The program is particularly interested in supporting companies that have established relationships with Texas State, or that have an interest in initiating such relationships.

Facility Programming and Consulting was engaged by Texas State University to prepare an architectural program of requirements for the Addition to the Science, Technology, and Advanced Research (STAR) One Building. The program was approved May 2014.

Project Site: Star Park is approximately four miles to the south of the main campus, located on approximately 58 acres of land at the intersection of Hunter Road and McCarty Lane, in San Marcos, Hays County, Texas.

Scope of the Project. The project proposes a 16,000 GSF building addition to the existing STAR One building, to include flexible wet lab and office spaces. The proposed labs should support the needs of a broad range of users requiring chemistry, materials, and life sciences lab space to advance a business, product, or concept. A conference room, large multipurpose room, leasable offices, and an open collaborative space are also included.

Construction Manager-at-Risk. The construction manager-at-risk for the Project is Hill & Wilkinson, General Contractors, of Austin, Texas.

Project Justification. The STAR Park is a 58 acre site that houses STAR One, the first building dedicated to the university's research and commercialization efforts. Construction on STAR One began in October 2011 and the building opened to clients in November 2012. STAR One is a 20,000 square foot facility of which 14,000 square foot were fully built out and has achieved full occupancy. The remaining 6,000 square foot of shell space will be built out by summer 2015. Strong demand for the specialized space envisioned for the expansion project exists with a waiting list of businesses poised for entry into the incubator. The proposed expansion will provide space to support additional incubation and commercialization support for materials science, life sciences, software, and multidisciplinary initiatives. The expansion will also incorporate sophisticated rapid prototyping (maker space) capabilities in support of University research and industry product development along with a flexible meeting space intended to serve as the focal point for entrepreneurial activities for the University and the region.

Funding Source(s). The funding source will be taxable Texas State University System Revenue Financing System Bonds and Unexpended Plant Funds, if needed. \$8,000,000 in bonds will be sold to cover the currently estimated TPC. If additional funding is required it will come from Unexpended Plant Funds. \$2,000,000 in bond proceeds is also needed for the finish-out of previously shelled lab space which was delegated to the University to complete.

Design Development Submittal Documents. The Design Development Submittal documents follow this Motion.

TxSt: Design Development Documents for STAR One Expansion

Operating and Maintenance Cost

The average operating cost is \$9.45/sq. ft. Operating costs are covered through space rentals. Rental rates will be adjusted every three years to reflect changing operating costs.

Environmental Impact

Texas State University has investigated and anticipates no negative environmental impact as the result of this project. Any unknown hazardous materials uncovered will be removed and mitigated by the project work. Although not a LEED certified project LEED standards will be a guiding force in the design of this project.

Certification

The design documents submitted by the Architect/Engineer have been reviewed and found to be a complete and satisfactory Design Development (35 percent or more) design submittal. This certification is based on a review by the Component, and upon receipt by the System Office and/or the Component of a satisfactory statement from the Architect/Engineer of record for every discipline that to the best of their knowledge the design is complete, and all that remains to be provided are details required for the creation of construction documents and the preparation of such documents.

Total Project Budget

Construction Cost Limitation (CCL):	\$5,683,136.00
*Alternate Proposals (By Owner-See Below):	\$686,366.00
Total Estimated Construction Cost:	\$5,668,136.00
CM Pre-Construction Services	15,000.00
Owner's Construction Contingency:	286,565.00
Architect /Engineer Fees:	694,089.00
Furnishings and Equipment:	288,000.00
Owner Contracted Services / Other Work:	147,687.00
Owner Provided Services / Miscellaneous:	348,478.00
Project Contingency:	319,035.00
Project Management Administrative Fees:	233,010.00
Landscape Enhancement	N/A
Public Art	N/A
Estimated Total Project Cost (TPC):	\$8,000,000.00
* <u>Alternate #1</u> Addition of a "loop" road connecting the front and back areas of the building.	\$54,340.00
* <u>Alternate #2</u> Additional parking to accommodate 160 vehicles.	\$332,818.00
* <u>Alternate #3</u> Inclusion of a "Maker Space" for tenant fabrication efforts.	\$104,208.00
* <u>Alternate #4</u> Increase the electrical service to 480volt.	\$195,000.00

This budget represents the University's best estimate of project costs at this stage of design, based upon third-party construction estimates reconciled between the Architect's Cost Estimating Consultant, PCR-Project Cost Resources; and the Construction Manager at Risk.

Information Regarding Soft Costs in Total Project Budget

Construction Cost Limitation (CCL) is the sum of all the amounts related to construction cost which include the cost of the construction work itself, the profit and overhead for the construction professional, the construction professional's administrative cost to support the project during the construction duration and the construction contingency which is the mutually agreed upon amount between the System and the construction professional for the risk to complete the project based on the completion and refinement of the construction drawings.

CM Pre-Construction Services is the amount contractually agreed upon to compensate the Construction Manager-at-Risk for services rendered during the pre-construction phase of the Project.

Owner's Construction Contingency is the budgeted amount available to the Owner to assist in any subsequent capital costs that may arise after the project is bid. This amount represents 5 percent of the CCL.

Architect/Engineer Fees are the contracted amounts due the Project Architect/Engineer for its services on the Project.

Furnishings and Equipment represents the projected cost of furniture, fixtures and equipment to be incorporated into the Project. Items to be a part of this project include lab fume hoods and shelving, lab work benches, conference room furnishings (including A/V equipment), and limited office furniture.

Owner Contracted Services / Other Work includes building and equipment commissioning services, energy and air test and balance services, construction materials testing, graphics and signage, site survey and geotechnical services, permits and utility impact fees, and other miscellaneous costs.

Owner Provided Services / Miscellaneous includes communications/data design, installation of voice/data and instructional technology systems, installation of security and access control components, State Historical Commission/State Antiquities Committee/State Archeology site survey, advertisement for proposals, and other miscellaneous costs.

Project Contingency is for the operational aspects of the project, including professional services amendments, project expenses incurred by users and others, additional fees, and other miscellaneous costs.

Project Management Administrative Fees is the amount projected to be charged to the Project by the Component to offset personnel and overhead costs in connection with managing the Project.

Landscape Enhancement is the 1 percent amount of the construction cost, when required by TSUS Rules and Regulations, for the enhancement of exterior landscape, hardscape, and waterscape features but is not applicable to this expansion project.

Public Art is the 1 percent of the construction cost when required by TSUS Rules and Regulations, for acquisition of works of public art but is not applicable to this expansion project.



DESIGN DEVELOPMENT

FOR THE

STAR One Expansion

AT

TEXAS STATE UNIVERSITY

A member of The Texas State University System

PRESENTED TO TEXAS
STATE UNIVERSITY

December 2014



PhiloWilke Partnership
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Houston, Texas 77031
Tel: (832)554-1130 Fax: (832)554-1131

Design Development
For the
STAR One Expansion
at
Texas State University
December 2014

The Texas State University System Board of Regents

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Texas State University Administration

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Juan Guerra	Associate Vice President, Facilities
Michael Petty	Director, Facilities Planning, Design and Construction

Design Team

PhiloWilke Partnership	Architect
E & C Engineers and Consultants	MEP Engineer
Bury Partners	Civil Engineer
Cardno Haynes Whaley	Structural Engineer
Coleman & Associates	Landscape Designer
Evergreen Technology Consulting	Telecommunications Consultant

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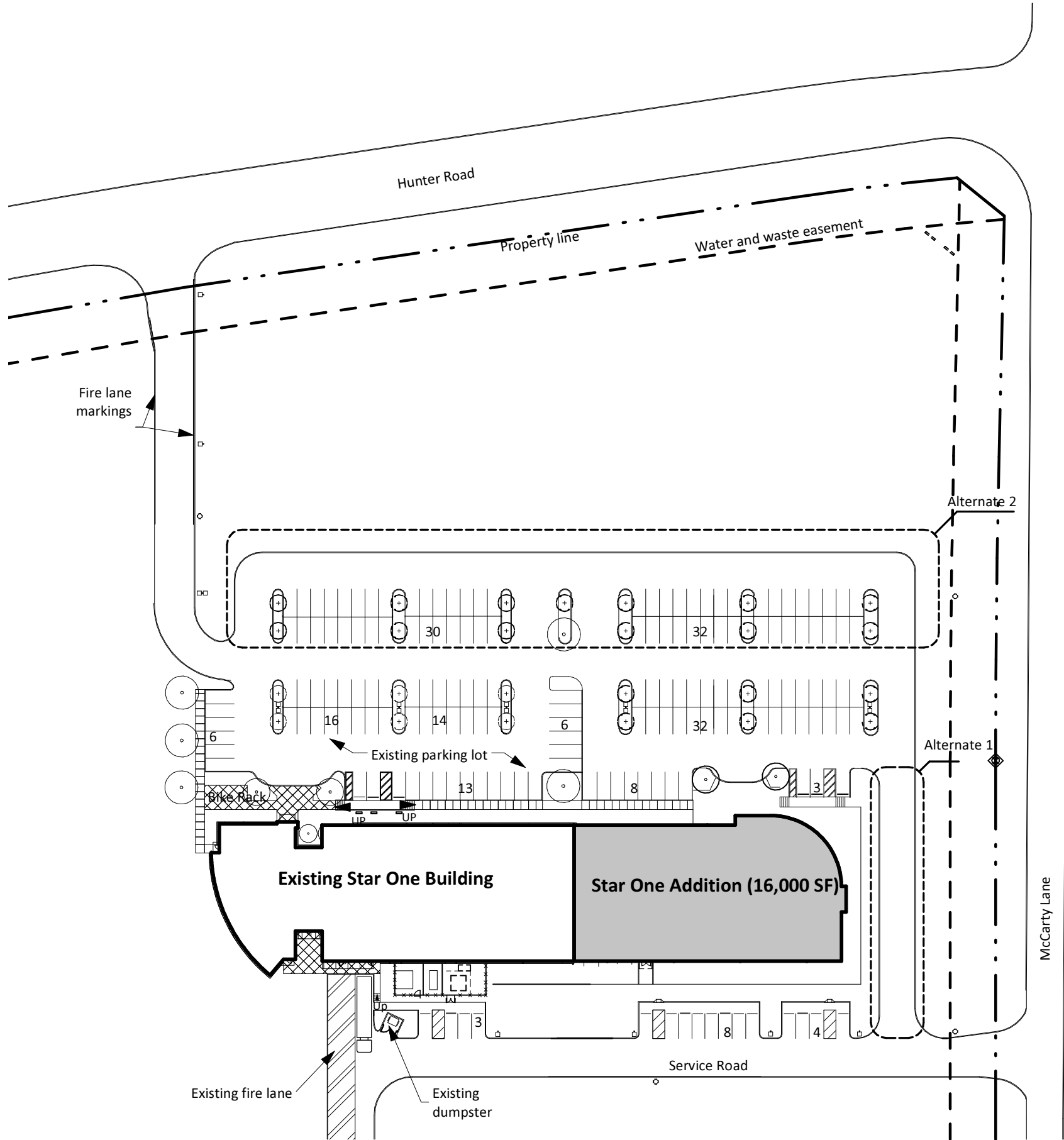




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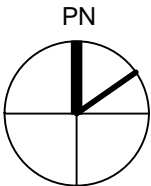
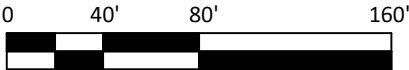


Scheme 1B - Perspective
TxSt University STAR One Addition



Existing parking	58
New parking	55
Alternate 2 additional parking	62

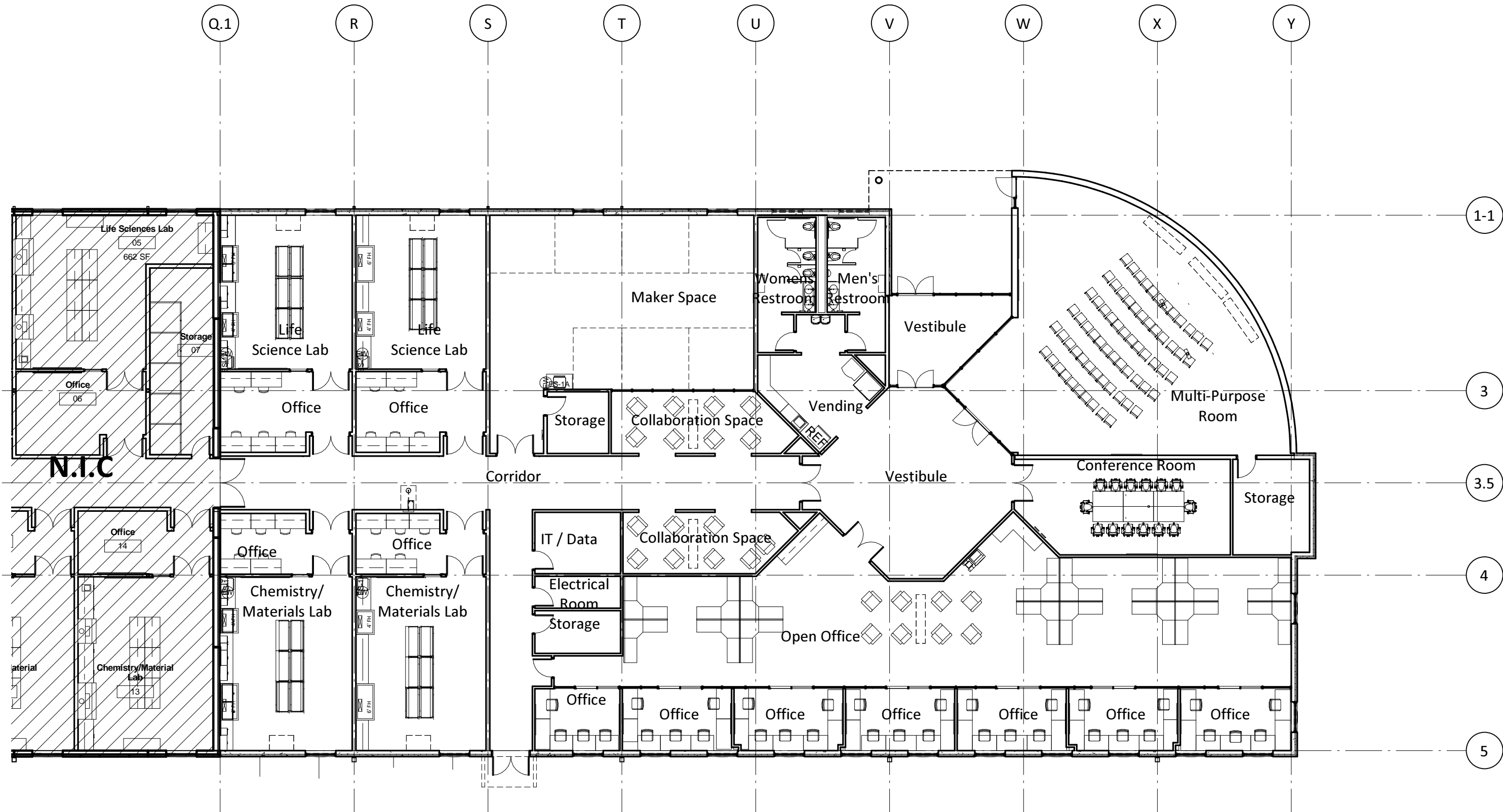
There are no existing pedestrian public way along McCarty Lane and Hunter Road to provide accessible path to the StarOne Building

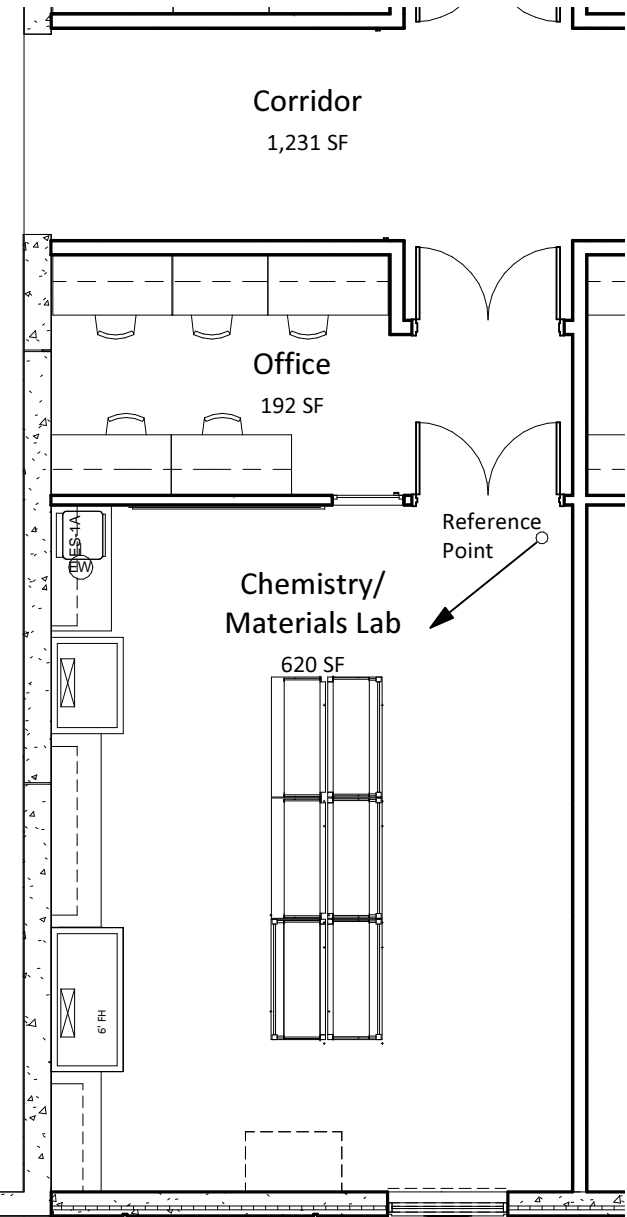


Site Plan
TxSt University STAR One Addition

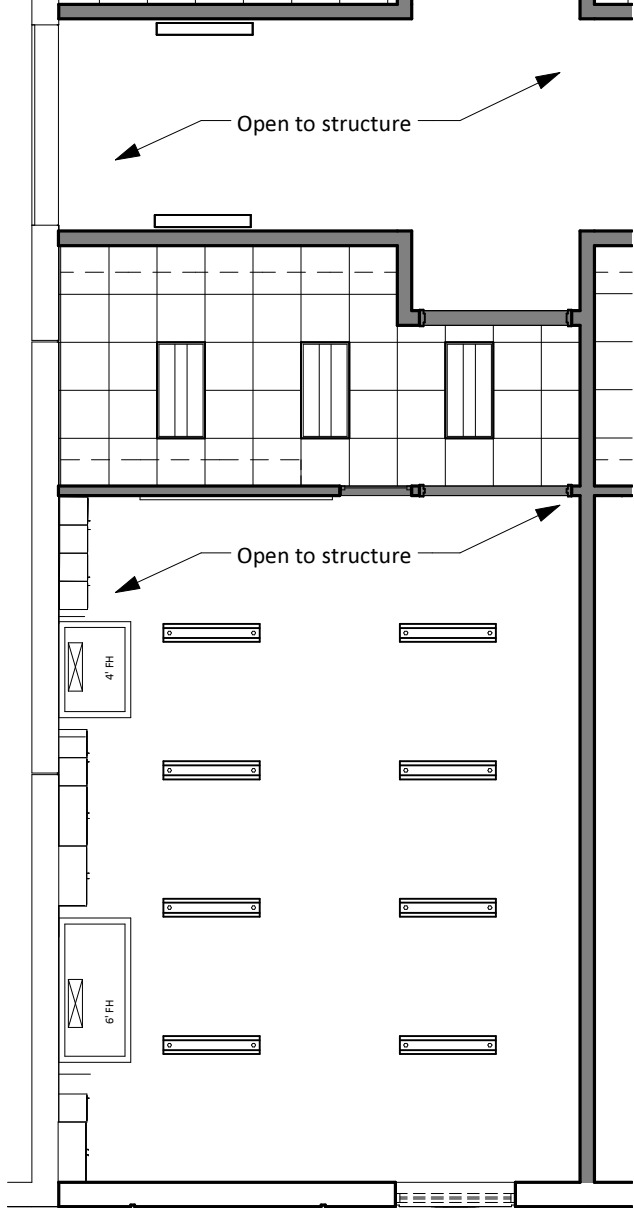
PWP Proj. No. 214-097R

1" = 80'-0"

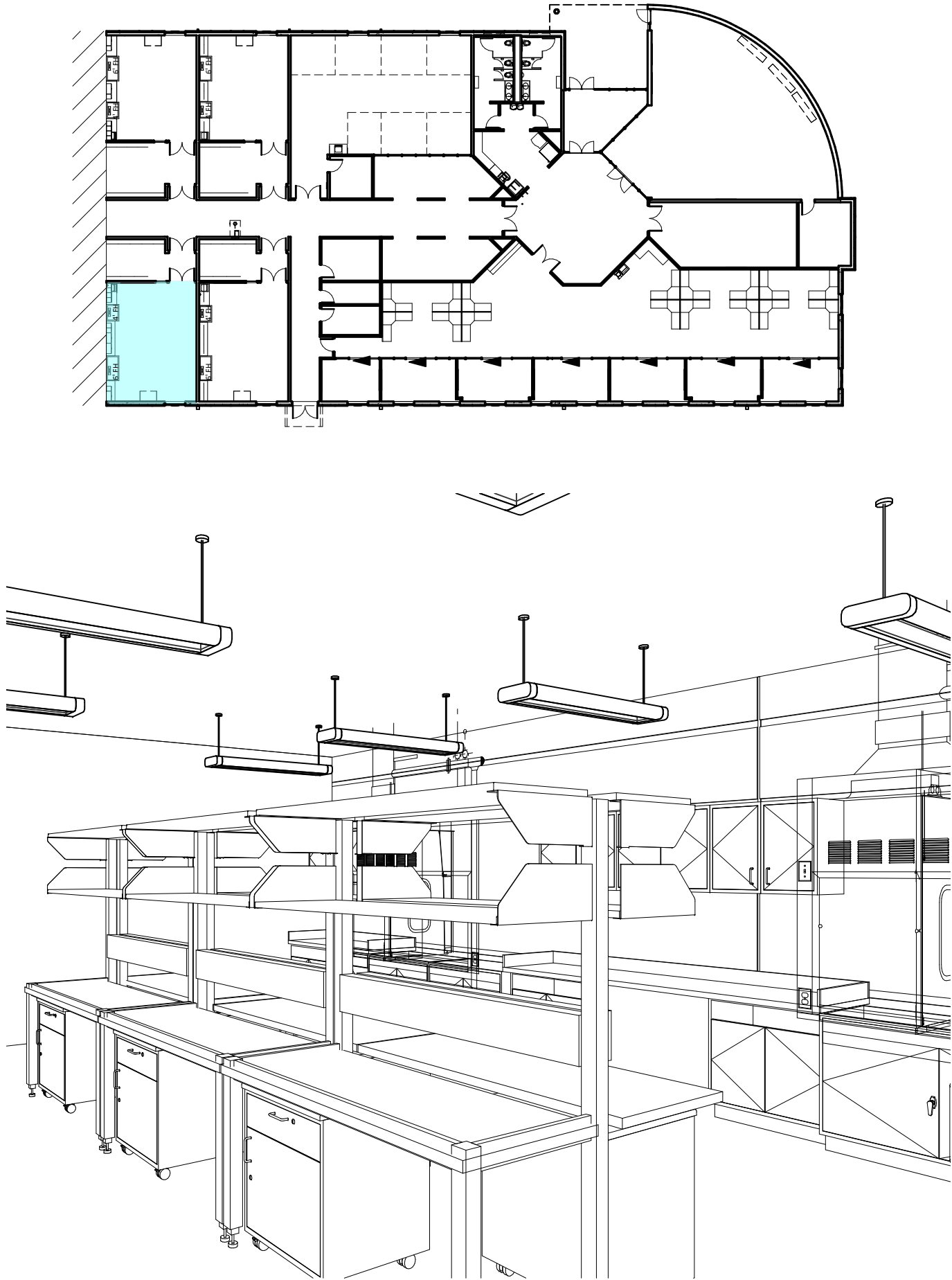


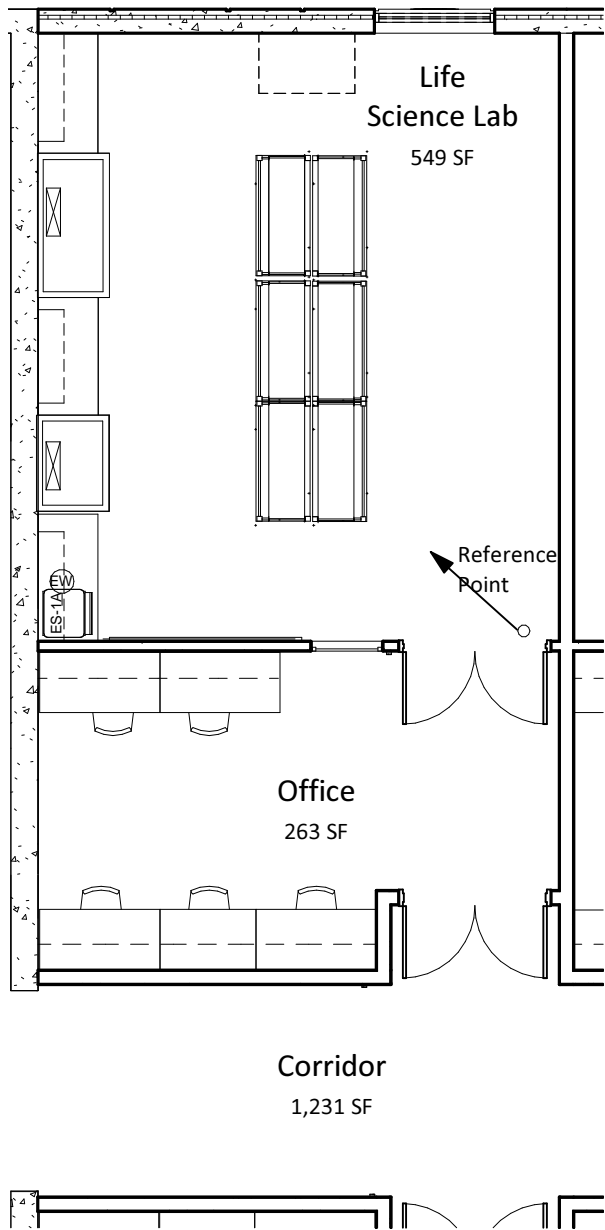


Floor Plan

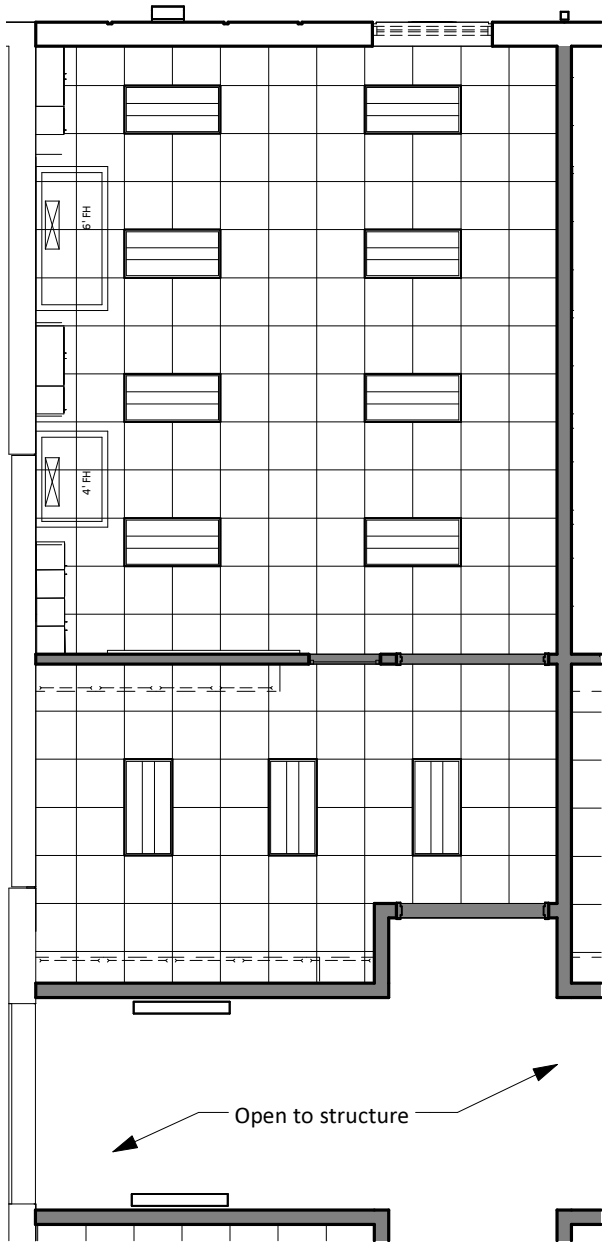


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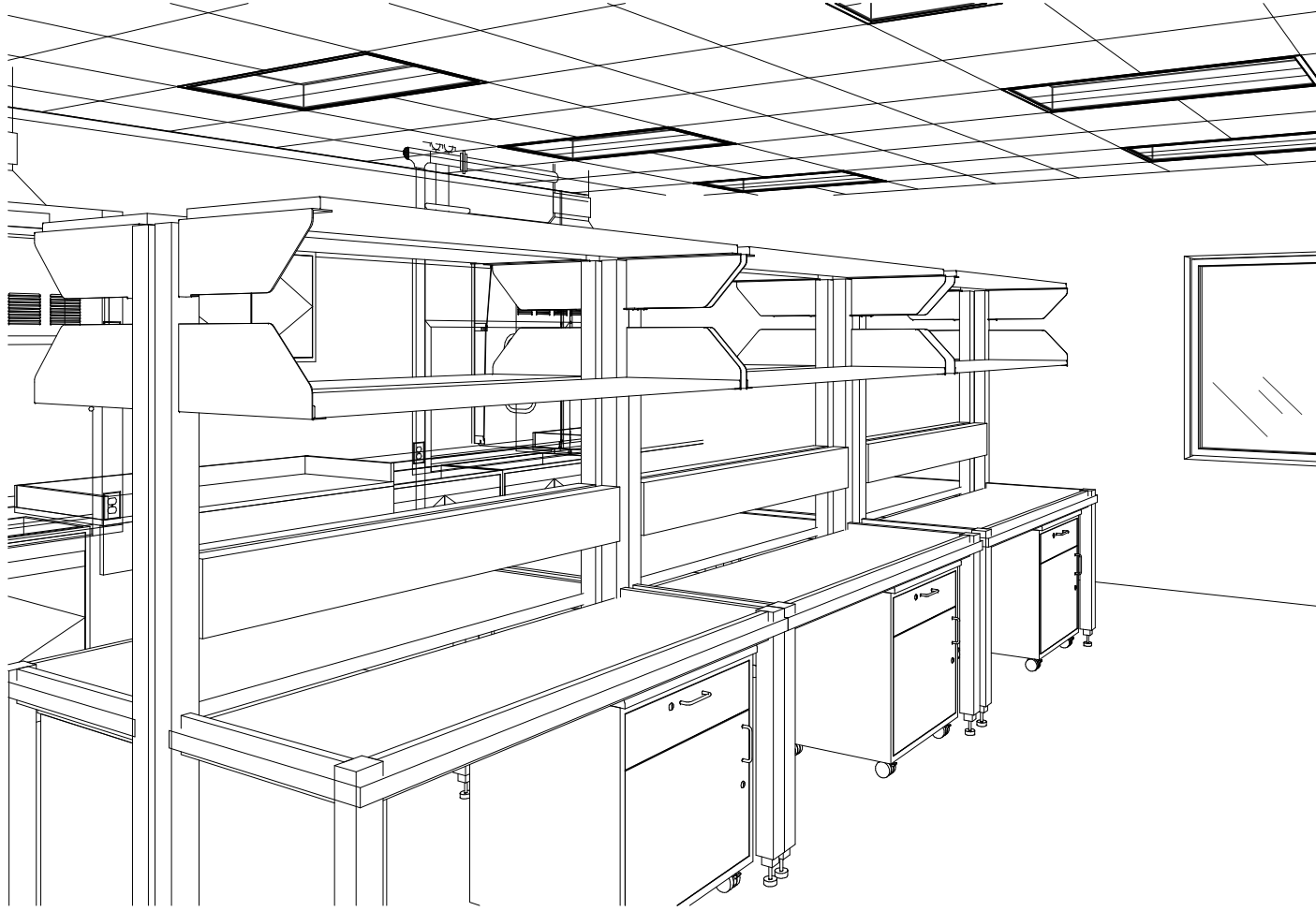
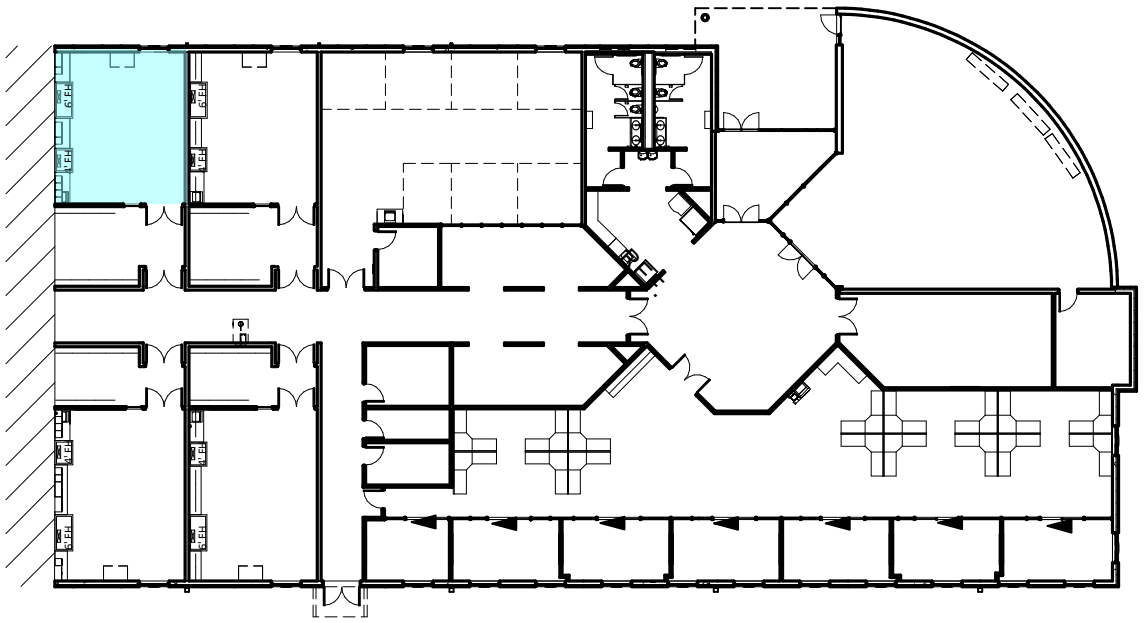


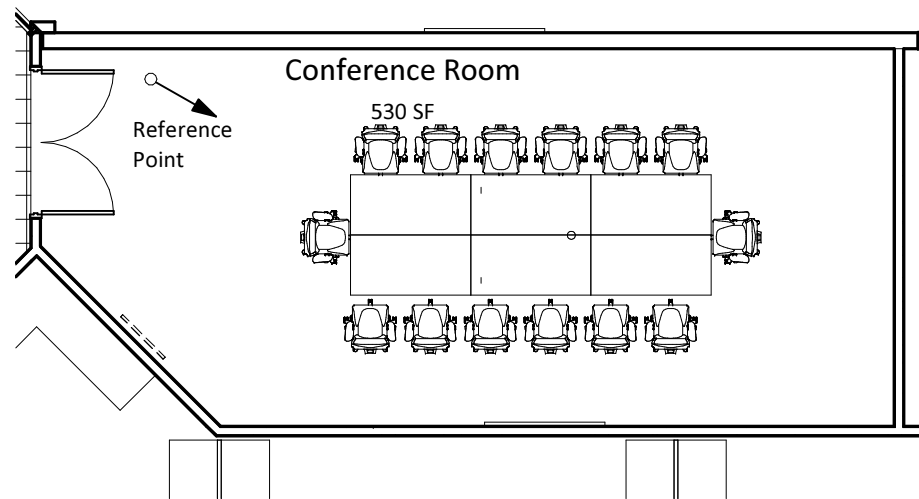


Floor Plan

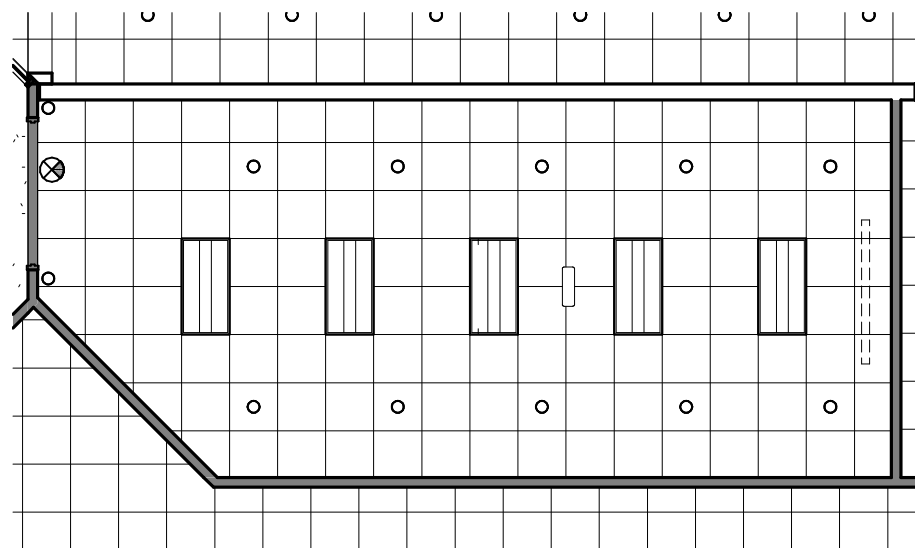


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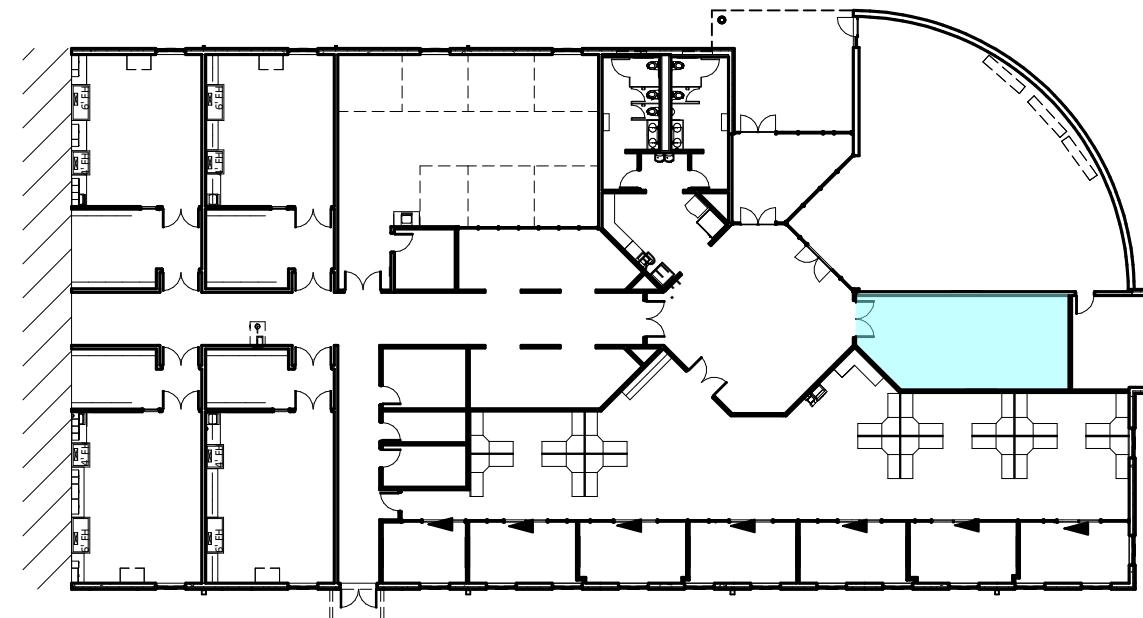


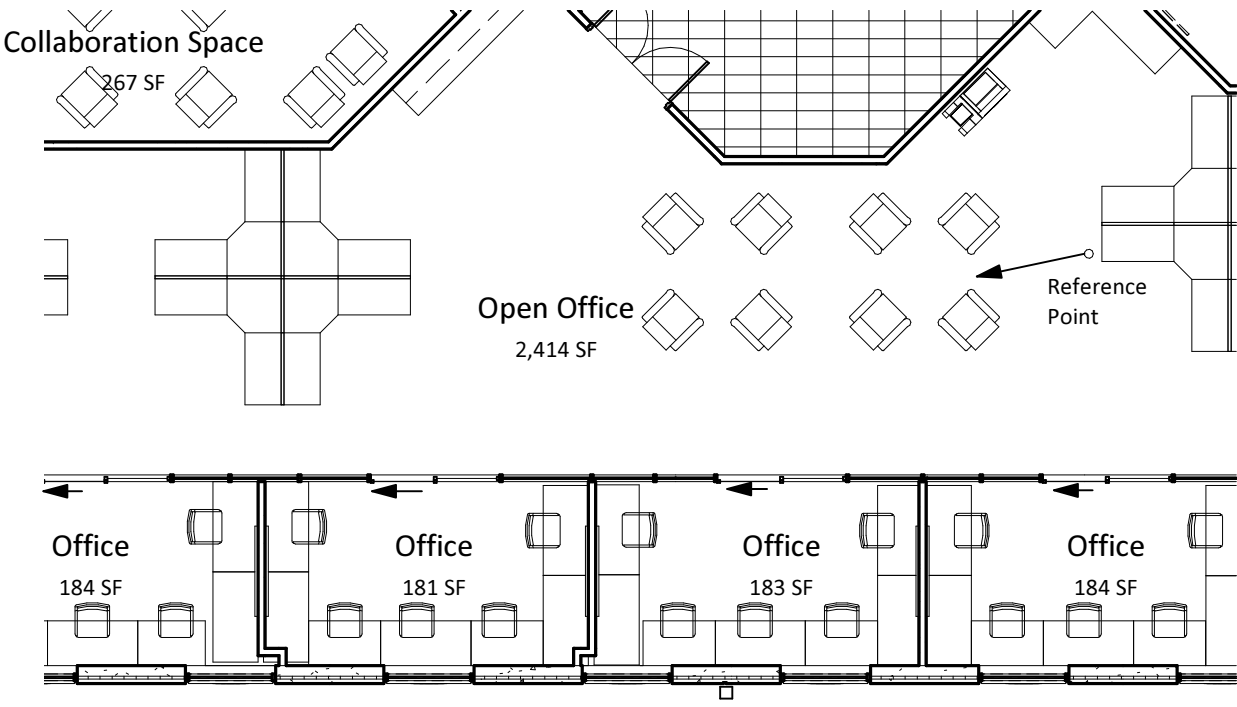


Floor Plan



Reflected Ceiling Plan

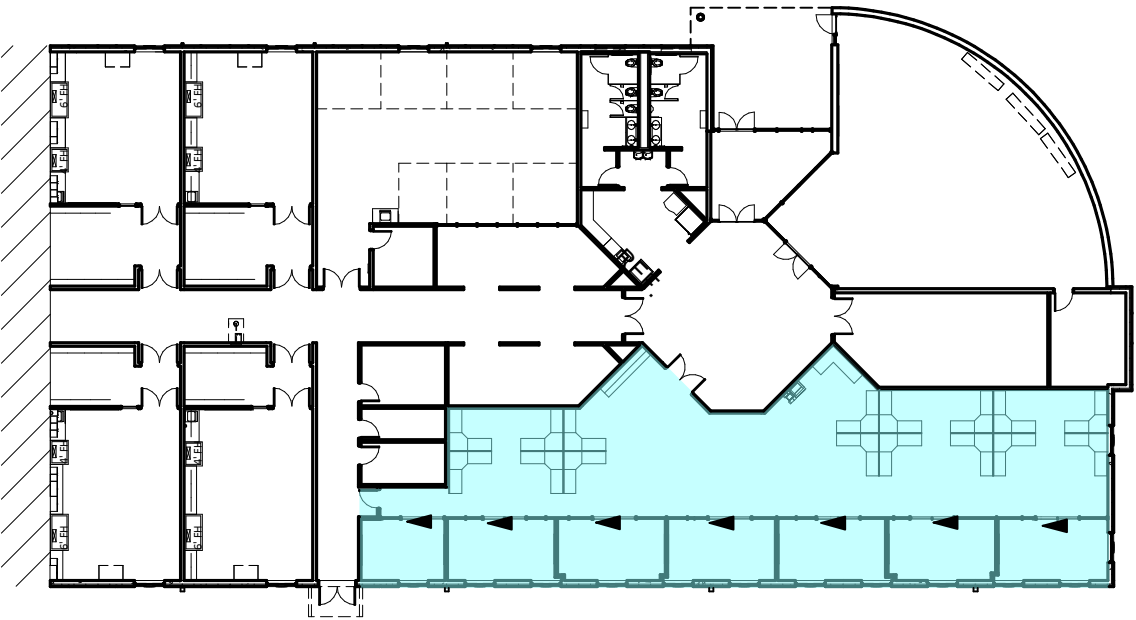


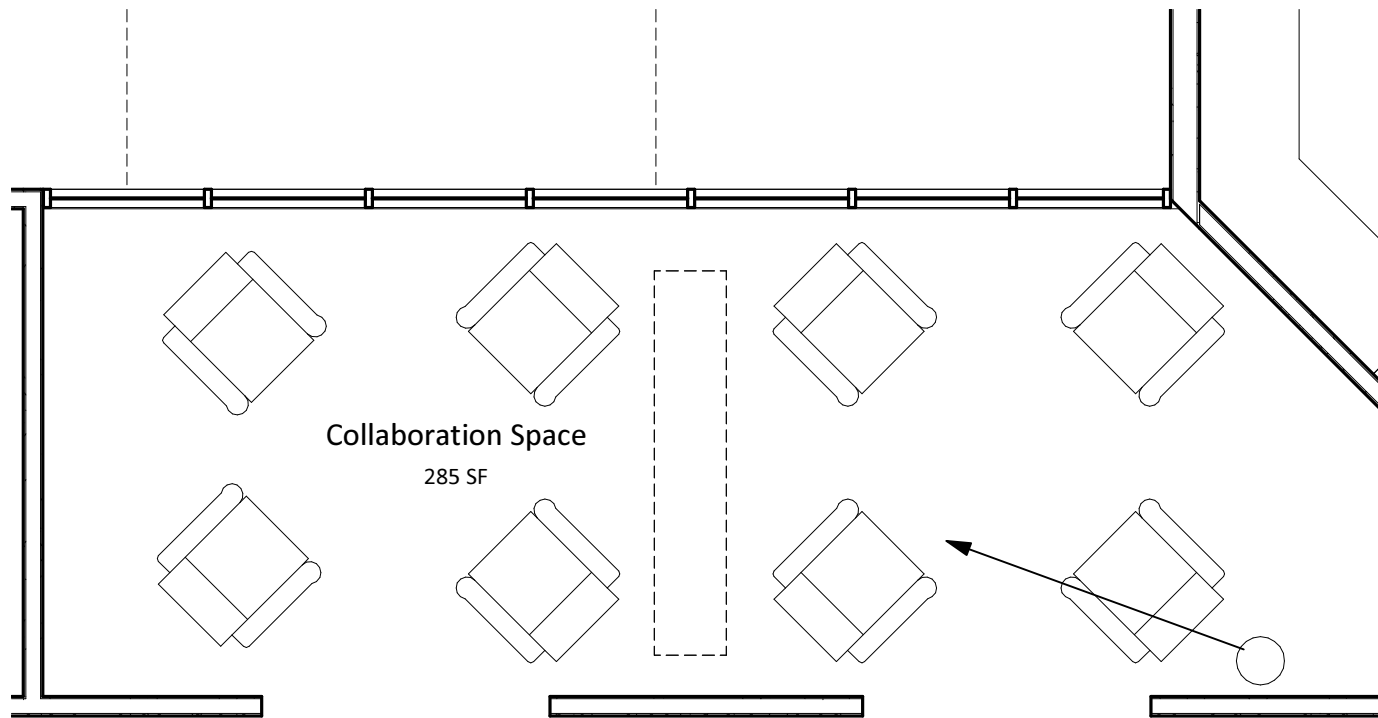


Floor Plan

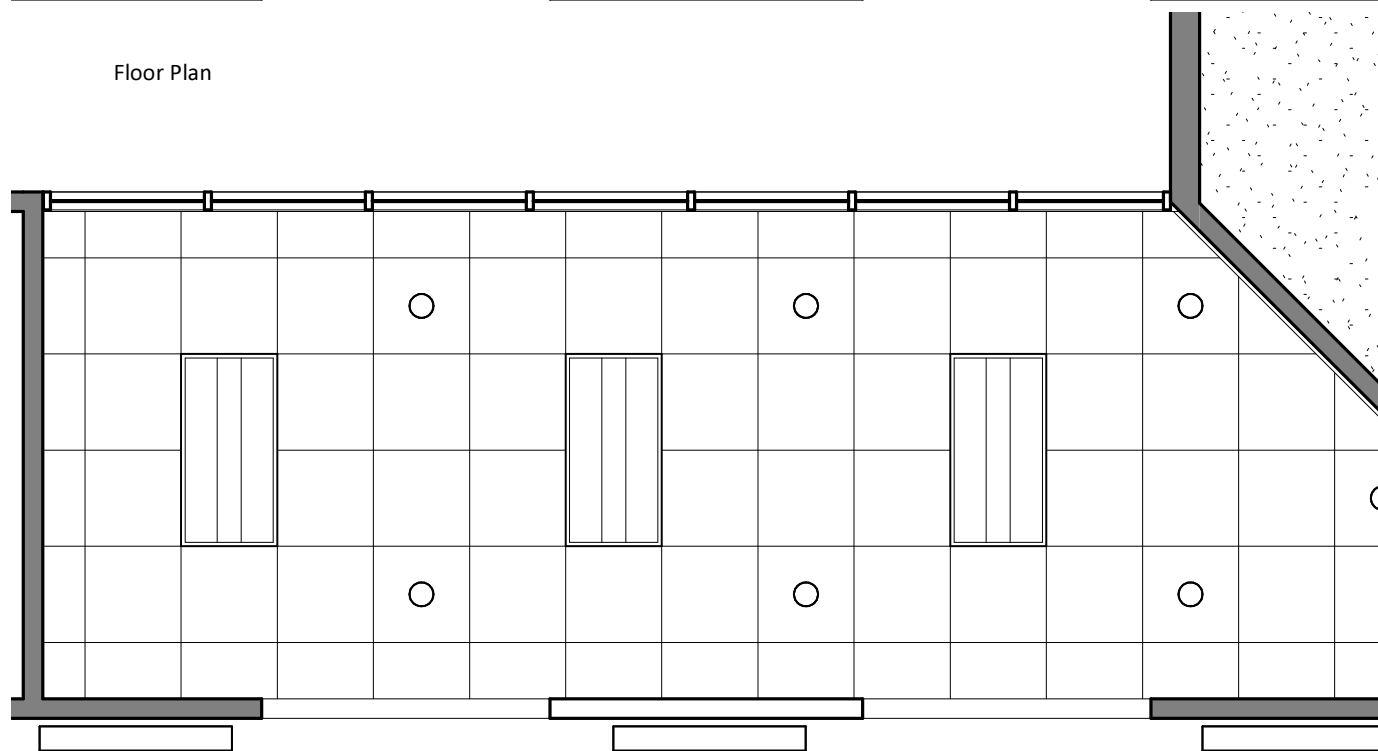


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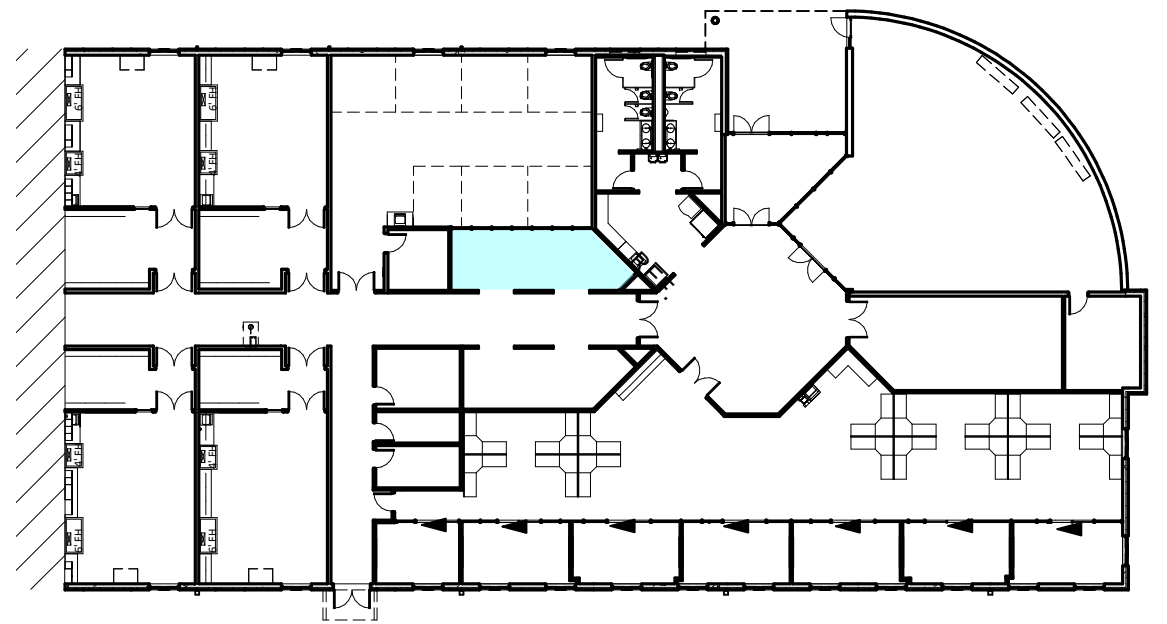




Floor Plan



Reflected Ceiling Plan



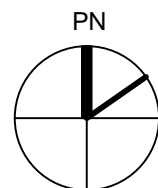
Not for regulatory approval,
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By: Cathryn E. Horan
Texas Reg. No.: 19266
Date: 12/05/14
12/05/14
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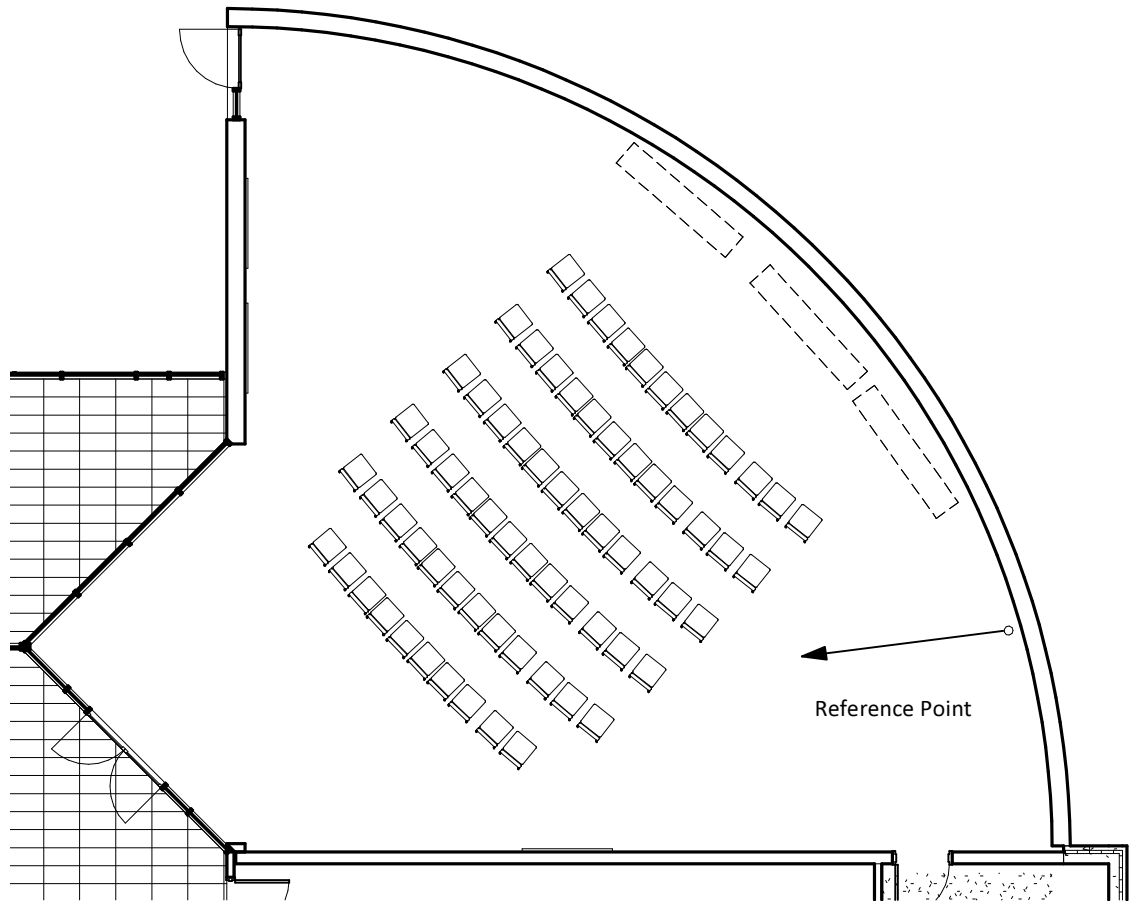
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PWP No: 214-097R

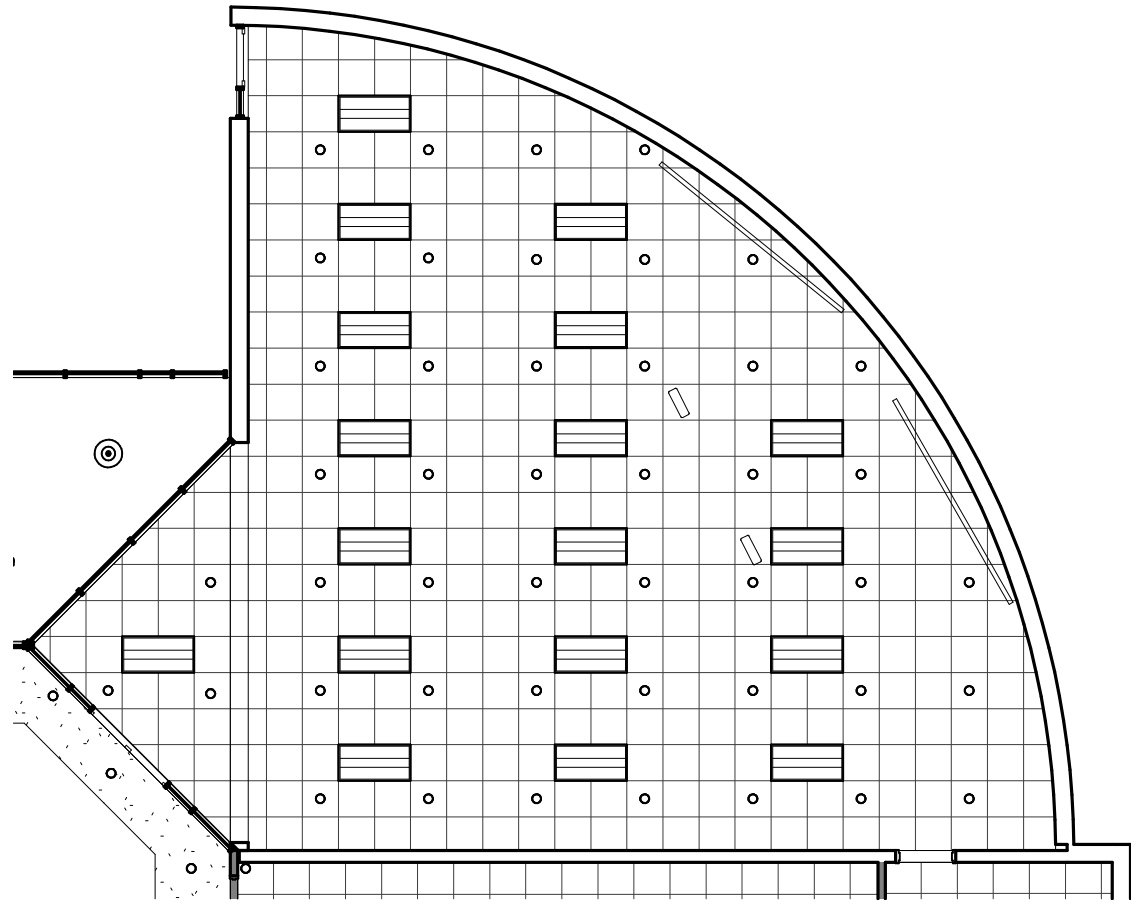
Collaboration
TxSt University STAR One Addition
PWP Proj. No. 214-097R
1/4" = 1'-0"

**TEXAS STATE
UNIVERSITY**
The rising STAR of Texas

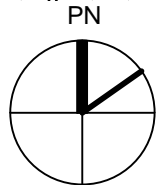




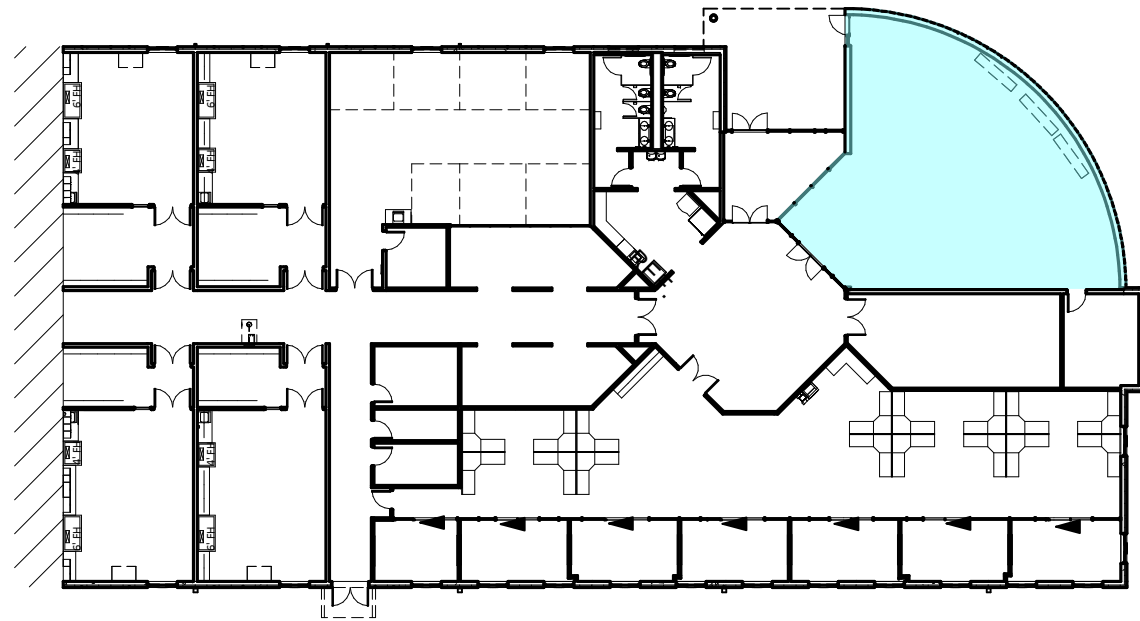
Floor Plan



Reflected Ceiling Plan

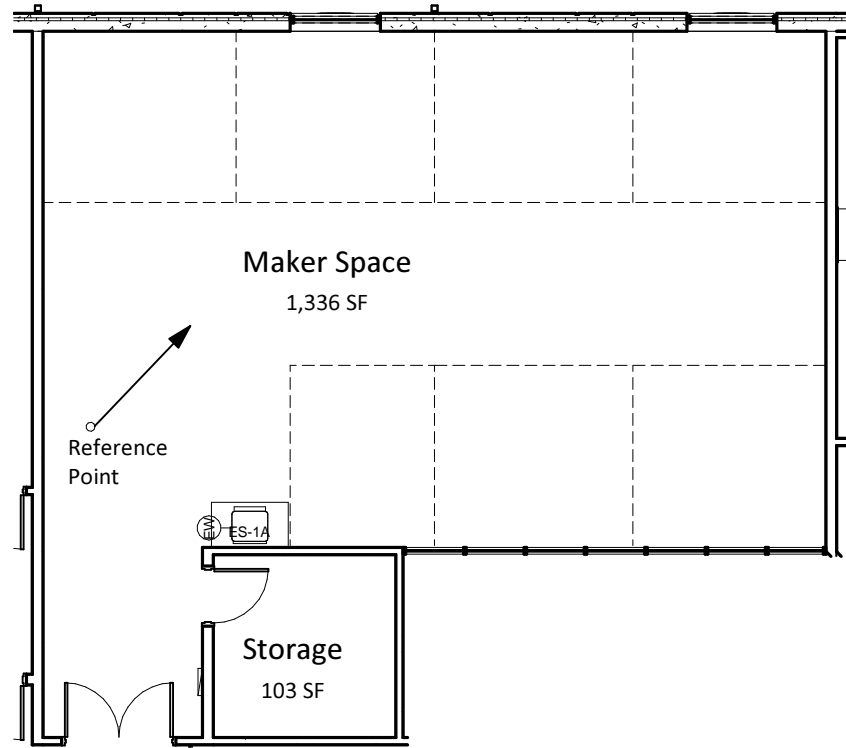


Multi-Purpose Room
TxSt University STAR One Addition
PWP Proj. No. 214-097R
1/16" = 1'-0"

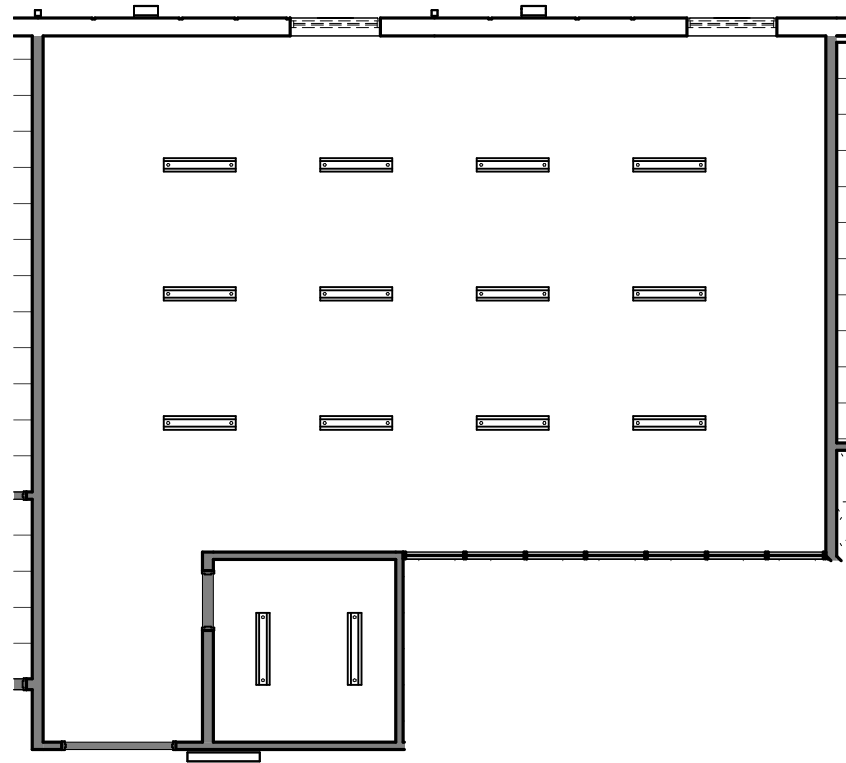


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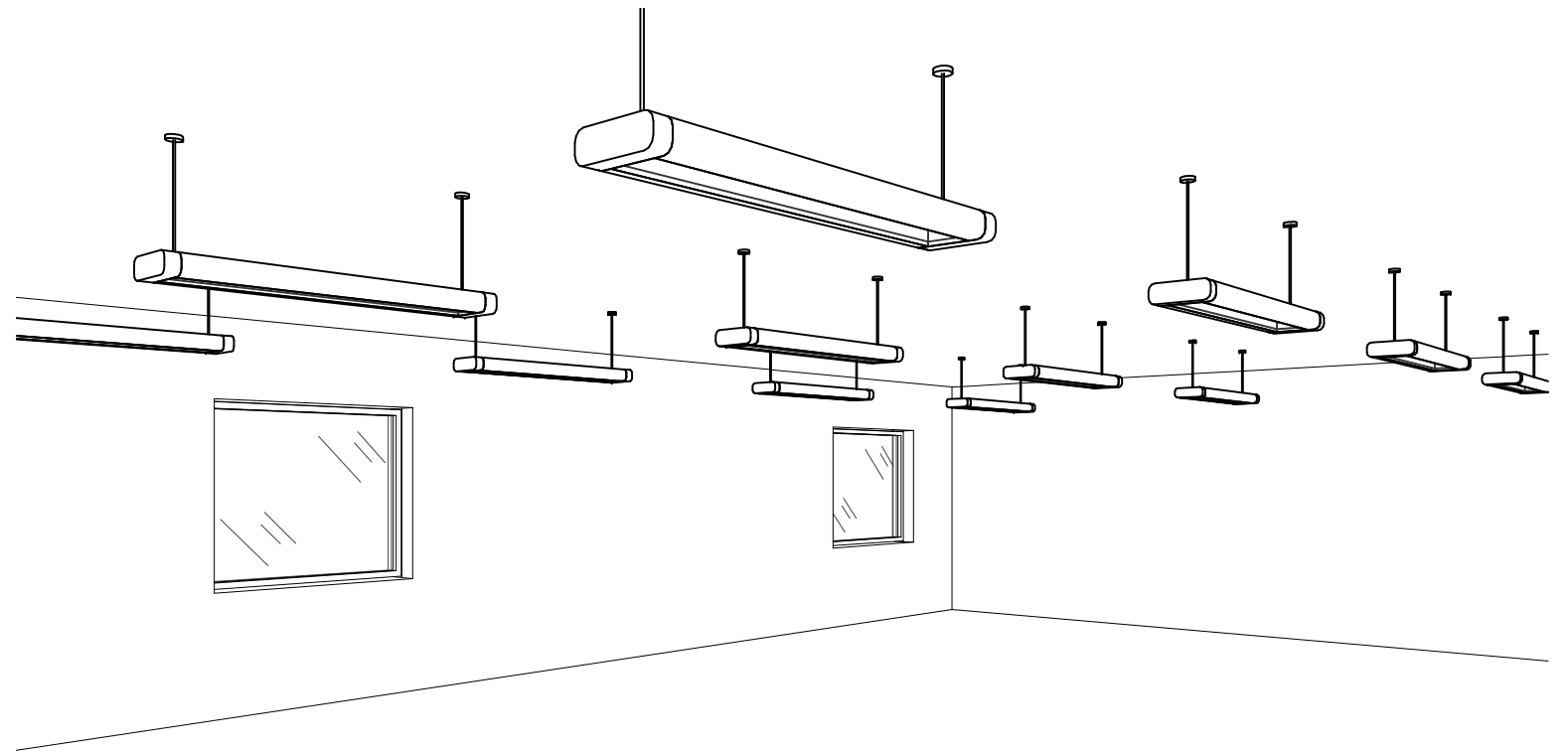
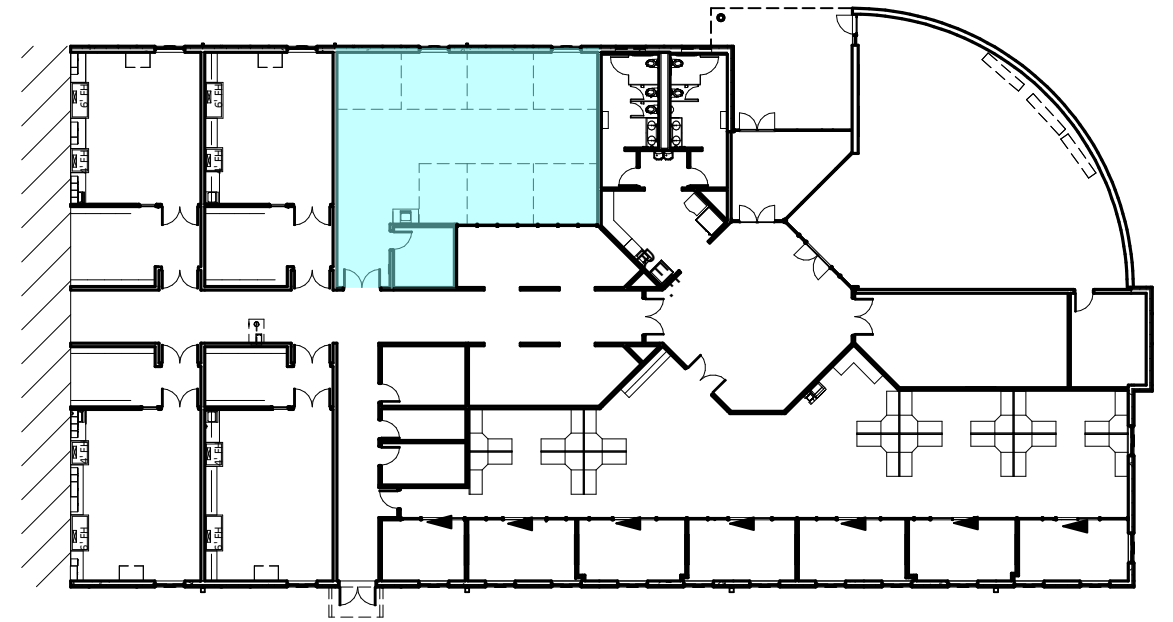




Floor Plan



Reflected Ceiling Plan



Project Narrative

Architectural

The STAR One Expansion project will be an addition to the existing 20,000 square feet STAR One building located on the northern most corner of a 58 acre parcel of land owned by Texas State University in San Marcos, Texas. The site is located at 3055 Hunter Road, San Marcos, Texas.

This Phase encompasses the expansion of the existing STAR One facility. It is on an approximately 8.72 acres housing state of the art research and commercialization laboratories which will include a multi-purpose meeting space, open office area, support space, Maker space, and collaboration space. The expansion will be approximately 16,000 gross square feet.

The following applicable codes and standards apply to this facility:

1. International Building Code, 2009.
2. International Mechanical Code, 2009.
3. International Plumbing Code, 2009.
4. NFPA 101 Life Safety Code, 2009.
5. Texas Department of Licensing and Regulation (TDLR) – Texas Accessibility Standards of the Architectural Barriers Act.
6. State of Texas Energy Code (ASHRAE 90.1)
7. NFPA 10 - Fire Extinguishers
8. NFPA 13 - Installation of Sprinkler Systems
9. NFPA 45 - Standard on Fire Protection for Labs Using Chemicals
10. NFPA 70 - National Electrical Code
11. NFPA 72 - National Fire Alarm Code
12. NFPA 90A - Air Conditioning and Ventilation
13. NFPA 110 - Standard for Emergency and Standby Power Systems
14. NFPA 80 - Fire Doors and Fire Windows (Referenced by IBC)
15. NFPA 110 - Standard for Emergency and Standby Power Systems
16. NFPA 220 - Standard on Types of Building Construction (Referenced by NFPA 101)
17. Fire Protection for Laboratories Using Chemicals, NFPA 45, 2000 Edition

The facility is a B-occupancy per IBC and an Industrial occupancy per NFPA. The construction classification is Type IIB. The building is currently designed as a Class C lab (NFPA) or as a single control area (IBC) and therefore does not require any fire separations between the labs or between the lab and other areas of the building. The classification of the lab and the number of control areas affect the quantity of chemicals

that can be used and stored in the building, either in the laboratories or in storage rooms in approved cabinets.

The only rooms requiring a fire rated separation are storage rooms greater than 100 sq. ft. The entire facility is protected with a sprinkler system and has all manual alarm systems and extinguishers as required by the building code.

Building and Site Layout

The addition is sited parallel and abutted to the existing building to allow for a unified building façade, contiguous parking, and ease to negotiate a fairly steep elevation change. The site construction is limited in area as necessary for the construction of the building, new paving including service drives and parking, and any new utility infrastructure for the building. Three existing parking spaces will be removed to connect the existing parking lot to the new lot. An additional 55 parking spaces are provided.

Building Exterior

Matching the adjacent existing building, the exterior of the expansion will be constructed of painted tilt wall panels with punched windows at the laboratories.

A curved exterior wall facing McCarty road will be constructed as follow:

Metal studs with Masonry Veneer.

-Brick: Acme Brick Company "Doeskin Elgin 186".

-Accent Brick: Acme Brick, 138, Royal Brikdale, R#035504, Denton, TX, Product Code 29-238-01-27.

The structural grid is 22' x 30' and is based on a laboratory planning module of 11' x 30'. Storefront system will be utilized at the new entrance to the addition. Both the storefront and punched window frames are bronze aluminum finish and the glass is brown tinted high efficiency insulated glazing. Spandrel glass panels are similar in color to the vision panels. The exterior service doors are painted steel. All glazing will be high performance low-E insulated units. The new main entry into the addition and the small exit at the northeast wall will include a plaster soffit. All other exterior doors are protected with a pre-fabricated metal canopy. All building entrances and exits are provided with hardware to electronically secure each door.

Pitched standing seam panels are utilized over a portion of the laboratory space to provide a visual screen of the packaged mechanical units that are located on the roof. Walls in this area, above the roof utilize metal panels with concealed fasteners, in a corrugated profile. Both the metal roof and wall cladding are finished to match the finished on the curtain wall and storefront frames. The remaining roofs are low slope thermoplastic membrane material. Pre-finished metal gutters are utilized along all sloped roof edges with downspouts discharging at grade. Metal collectors are provided at scuppers along the edge of low slope roof, also with downspouts discharging at grade.

The roof will be a combination of sloped standing seam metal panels and Thermoplastic polyolefin flat roofs. Aluminum canopies will be provided at all exterior entrances and exits.

Building Interior

Building finishes will consist of the following:

	Floor	Base	Wall	Ceiling
Offices	Carpet Tile	4" rubber base	Paint	Acoustical Tile
Open Office	Vinyl Composition Tile	4" rubber base	Paint	Acoustical Tile
Corridors	Vinyl Composition Tile	4" rubber base	Paint	Open to Structure
Collaboration	Vinyl Composition Tile	4" rubber base	Paint	Acoustical Tile
Laboratories	Epoxy Flooring	6" Integral Epoxy Base	Epoxy Paint	Acoustical Tile, Vinyl Coated Tiles.
Laboratory Offices	Epoxy Flooring	4" rubber base	Epoxy Paint	Acoustical Tile
Make Space	Epoxy Flooring	4" rubber base	Paint	Open to Structure
Storage and Services	Vinyl Composition Tile	4" rubber base	Paint	Acoustical Tile
Restrooms	Porcelain Tile	Porcelain Tile	Porcelain Tile	Acoustical Tile
Multi-purpose Room	Carpet Tile	4" rubber base	Paint	Acoustical Tile
Conference	Carpet Tile	4" rubber base	Paint	Acoustical Tile
Telephone/data	Anti-static sheet	4" rubber base	Paint	Open to Structure

Wall and Corner Guards are provided to protect the wall finishes in corridors from cart traffic and other hazards. Horizontal louver blinds are provided along exterior windows to allow occupants to control day lighting in their individual spaces.

Architectural wood casework will be provided in the Multipurpose room and open office and meets AWI standards for custom grade. Panel materials are medium density fiberboard or particle board. Cabinet exterior faces are finished with high pressure decorative laminate; cabinet interiors are melamine. Countertops are high pressure decorative laminate in administrative work areas and solid surface material in cabinets with sinks. In the laboratories, manufactured metal casework is specified. Cabinets are powder coated steel with epoxy resin countertops.

Paper towel, toilet paper, and soap dispensers are owner furnished and contractor installed. Additional toilet accessories, such as grab bars and mirrors meet the

university's standard. Accessories are satin finish. Soap dispensers and paper towel dispensers are provided at every hand washing sink.

The partitions in the public toilet rooms are plastic laminate clad and ceiling hung.

Signage for the building exterior and interior is provided and meets the current university standards and applicable accessibility requirements. Exterior signage includes acrylic letters secured to the concrete panels with stainless steel studs above the main building entrance. Interior signage consists of informational and directional signage plastic panels with flush inserts.

Alternates

The following scope shall be included in the project as add alternates:

1. Driveway from service road to new parking area.
2. Parking area for additional spaces needed for Multipurpose room.
3. Buildout of Maker space, not including room finishes.
4. High voltage electrical service.

Civil

Existing Site

The existing site is an 8.72-acre lot with the STAR One Building and two access drives and a parking lot. The existing building is approximately 19,000 square feet and has a FFE of 676.50.

Site Parking, Vehicular, and Pedestrian Circulation

The proposed parking lot will provide approximately 60 spaces. The proposed parking lot will connect to the existing parking lot area. There will be two drive aisles through the parking area. In addition, a service drive is proposed on the north side of the proposed expansion and will connect to the existing service drive off McCarty Lane (See *Add Alternate No. 1*). The front, or west, parking area and access drive is constructed of asphalt pavement, over select fill and lime treated subgrade. The pavement areas have 6-inch concrete curb and gutter. The proposed expansion also includes a 6-ft wide concrete sidewalk that will extend across the front (west) of the building.

Site Grading

The finished floor elevation is set to at 676.5 to match the existing building. The FFE will provide accessibility and provide positive drainage away from the building. The grades around the building are 6" below finished floor elevation except at points of ingress / egress. Reference the *Site Drainage* section for grading related to site drainage. The grade slopes away from the building at a minimum of 2% except at entry ways, walks, and hardscape areas where a maximum of 2% is required for accessibility. All accessible walkways and parking areas are a maximum of 2% cross slope and 5% running slope as specified in the Accessibility Standards. Non-accessible parking areas and lawn areas are 0.5% to 5% and 2% to 33% respectively.

Site Drainage

The site generally drains from the southwest to the northeast. The existing site contains a drainage ditch that runs around the west and north side of the parking lot and is conveyed to an existing culvert crossing the service drive. There is also a drainage ditch that runs along the south side of the building. The site drainage is ultimately conveyed to the existing detention pond located east of the site. We are proposing to re-route the existing drainage ditch on the north side of the building so that it wraps around the west and north of the proposed building and parking area, and uses the same existing culvert crossing to be conveyed downstream to the existing detention pond.

The existing drainage ditches have a bottom width of approximately 6-ft. The proposed improvements will increase runoff to the north ditch, so it will likely be widened when it is re-routed. Maximum side slopes will be 3:1, and the channel will likely have a maximum depth of 3-feet.

The proposed building addition will require modifications to the existing temporary detention pond area to the east of the site. We are currently exploring options to excavate

additional area to obtain the required volume, or raising the weir at the existing outlet structure and raising the outer boundary of the pond area to add extra volume. We are working to find a solution that will keep the total Limits of Construction, and disturbed area, under 5-acres.

Water

The existing water system consists of a 12-inch PVC 900 fire service and a 6-inch PVC C900 domestic service, with a 2-inch meter assembly, which extends to the south from McCarty Lane. There are also two fire hydrants with 6" leads to provide fire coverage.

A new service is needed for the expansion building. Proposed fire water and domestic water will be tapped off the existing lines. The fire and domestic services lines running up to the building will be approximately 90 linear feet of pipe each. (*Refer to MEP Narrative for anticipated pipe sizes for service lines.*)

The existing water lines are on the east side of the service drive; therefore, tapping the existing water line will also require a pavement cut and repair.

In addition, there will be landscaping that requires irrigation. One option that is being explored for irrigation is the collection of rainwater or condensate. (*Refer to Landscape Narrative for additional information.*)

Wastewater

There is an existing 8-inch PVC DR 14 wastewater service for the STAR One building.

A new service is proposed for the expansion. The new service can be extended from one of the existing cleanouts near the back of the existing building. The proposed wastewater service will be approximately 150 linear feet of pipe. (*Refer to MEP Narrative for anticipated pipe sizes for service line.*)

Add Alternates

1. Side road – will connect the proposed parking area with the service road, providing additional fire coverage and access to the site. This side road will require the relocation of the existing culvert that crosses the service road. In addition to the drainage modifications, there will be grading changes associated with adding this road.
2. Parking – an additional row of parking on the north/west end of the parking lot. Will require additional pavement and modifications to the propose drainage and grading plan.

Structural Design Narrative

General Description:

The new construction is to be an addition to the existing Star One building at McCarty Lane and Hunter Road. The building will be a one-story structure supporting lab and office space.

The structure shall be designed in accordance with the International Building Code, 2012 Edition.

Design load criteria are as follows:

Dead Load:

Structure	Self Weight
Mechanical, Ceiling, Lights	10 psf or as required
Roofing	As required
Finishes	As required
Sprinklers	As required

Live Loads:

Roof	20 psf
Roof Snow Load	Does not control
Ground Floor	100 psf
Permanent Corridors	100 psf
Mechanical Mezzanine	125 psf or actual weights
Mechanical equipment and pads	125 psf or actual weights
Computer Rooms	125 psf
Light Storage	125 psf

Wind:

The structures shall be designed per Chapter 16, Section 1609 with a basic wind speed of 120 mph, Exposure C, Risk Category III.

Seismic:

The structures shall be designed in accordance with Chapter 16, Section 1613.

Material Properties

Reinforcement: Reinforcing Steel ASTM A615, Grade 60

Normal-Weight Concrete 28 day Compressive Strength:

Drilled Piers	3,000 psi
Grade beams	3,500 psi
Slab-on-grade	3,500 psi
Tilt Wall Panels	4,000 psi

Structural Steel: Structural steel wide flange shapes shall conform to ASTM A992 except as noted. Other steel shapes, plates, angle and channels shall conform to ASTM A36.

Building Framing Systems Description

Geotechnical Description

A geotechnical report was provided for this site. The report was prepared by Holt Engineering, Inc., dated November 12, 2010. Per the geotechnical study, the existing site soils exhibit high shrink / swell potential with a thick layer of highly expansive brown clay and underlying moderately expansive tan and gray clays.

As part of the original building construction, the owner, geotechnical engineer and design team have reviewed the report. The owner based on discussions with the design team and geotechnical engineer directed the team to proceed with the slab supported on grade. The option provides for both building economy and improved vibration characteristics for the lab spaces.

Per the geotechnical report, the top 4 feet of fat brown clays are to be removed and replaced with a select fill with a low P.I. (3 to 18). In addition, two feet of select fill is to be placed above the four foot of removal and replacement to provide a total of six feet of select fill. Based on these recommendations, the estimated potential vertical rise is 0.6 inches based on the analysis as presented in the geotechnical report.

The drilled piers will be drilled under-reamed piers founded at a minimum depth of 25 feet below the existing grade. Allowable bearing pressure is 6,500 psf into the tan and gray clay. All grade beams and panels will be voided a minimum of 8 inches with the use of void boxes and soil retainer boards to prevent soil from encroaching into the void space below panels and grade beams.

Building Systems

The slab on grade will consist of 6 inch thick concrete slab with a 15 mil vapor barrier on prepared subgrade. The slab will be reinforced with #3 at 15" o.c. mid-depth each way.

The framing system will consist of load bearing insulated tilt wall panels for the exterior load bearing wall system. Tilt wall panels have advantages for the slab on grade system since they may be site cast on the slab on grade and lifted into place. In addition, the site cast tilt wall panels will span from pier to pier without a grade beam. The tilt walls panels will typically be 7 inch thick structural concrete panel + 2 inch insulation + 3 inch outer architectural concrete face. The outer panel and insulation are attached to the structural panel with use of fiber composite connectors. The new construction will occur adjacent the existing building. The new columns, panels and foundations will be coordinated with the existing walls.

The typical perimeter pier size for supporting a 22 ft. wide exterior tilt wall panel is an 18 inch shaft with 48 to 54 inch bells. The piers will occur at each panel joint. The typical interior piers at each column are anticipated to be 18 inch shafts with 42 inch bells. The uplift forces due to the underlying clays are controlling the interior foundation bell diameters. All the piers will use an over reamed pier cap. The pier caps will vary from 30" to 48" in diameter based on support requirements.

A 24" wide x 30" deep grade beam will be placed below the new tilt wall panels from grid Q to R at grid line 1.1 and 5. The grade beam will be drilled and doweled to the existing pier cap and span from pier to pier. An 18/42 pier will be offset at approximately

11 ft. from grid Q underneath the grade beam. In addition, grade beams will be placed along the conference / multipurpose area where tilt wall is not occurring and at the entries.

A 1" slip expansion joint will be provided at grid Q between the existing and new construction. The top two feet of the existing 3" architectural concrete and 2" insulation will be sawcut and removed along panels P11 and P12 to allow a continuous angle that is screw anchored to the existing panels. An adjacent new beam will run parallel to the joint with a continuous plate that span over to the angle. The plate will be bolted to the angle with slotted holes. The connection will allow expansion / contraction of the joint while transferring lateral loads to the panels for the building stability. Sawcut pockets will occur at the new beams connections at grids 3 and 4 to allow bearing seat connections. Distinct pockets will also be placed along panels P 13, P14 and P15 to allow slip angle attachments between the existing panels and the new roof deck.

Between grids 1.1 to 3 and over the conference rooms and multipurpose areas, the roof framing will consist of structural steel open web joists and wide flange beams. The steel joists and beams will support a metal deck roof system. The joists will typically be

spaced at 5'-6" on center based on bay spacing to support the metal deck. The metal deck will be a 1-1/2" Type B, 22 gauge metal deck with rigid insulation board and roofing per architectural requirements. The curved wall will require additional support channels and a continuous angle will be provided as needed for the support of the curved wall system. The roof framing between grids 3 to 5 and grids Q to V will be upgraded to support a defined loading of future MEP equipment. The area will be framed with wide flange beams spaced at 5'-6" o.c. The weight of the steel roof framing will be approximately 6.75 psf for this area.

The typical interior columns will be HSS 5 x 5 & HSS 6 x 6. Bracing will be provided from the high to low roof condition along grid 3 to transfer lateral loads. Additional tube steel support framing will be provided at framed parapet wall conditions.

Mechanical, Plumbing, Fire Protection and Electrical

MECHANICAL:

The building will be served by new roof mounted split system DX units with electric heat. Units in the lab will be 100% outside air, while units in the office space will be mostly recirculation. Exhaust shall be through new roof mounted induction type high-plume fans on the roof.

PLUMBING:

The building will be served off of the city water and extended from the existing building distribution piping. Domestic hot water will be made with electric water heaters located in each space. Lab gasses and vacuum will be served through bottles or small vacuum pumps within each lab as part of the lab build-out. Separate sanitary and lab waste systems will be provided. Roof drainage will be collected in a tank to reduce site irrigation water usage.

FIRE PROTECTION:

The building will be fully sprinkled. Concealed heads will be used in areas with ceilings and upright pendants will be used in areas without ceilings. Fire supply water will be extended from the existing building sprinkler piping.

ELECTRICAL:

The building will be provided with power by the local utility at 120/208V. Each lab will have a normal and an emergency power panel located in the lab space to serve all equipment in the lab. The office area will be served through panels located in the electrical room.

Mechanical Related Components of Project Outline

23 00 00 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

A. Regulations and Codes:

1. *NFPA 90A – Installation of Air Conditioning and Ventilating Systems*
2. *NFPA 90B – Installation of Warm Air Heating and Air Conditioning Systems*
3. *NFPA 91 – Installation of Exhaust Systems for Air Conveying of Materials*
4. *IMC – International Mechanical Code*
5. *IBC – International Building Code*

23 05 00 OTHER SPECIAL HVAC SYSTEMS AND EQUIPMENT

- A. Sound and vibration control:
 - 1. Vibration isolators: FCU hangers shall have elastomeric isolation hangers. Condensing units shall be placed on an isolation curb if located on the roof.
- B. Emergency Power: Ventilation will be placed on emergency power, but not the condensing units. No conditioned air is assumed in a power outage at this time.

23 05 93 HVAC SYSTEMS TESTING, ADJUSTING, AND BALANCING

- A. Testing and balancing: Systems properly tested and balanced for pressure and airflow.

23 09 00 HVAC INSTRUMENTATION AND CONTROLS

- A. Controls: The existing building system of electronic temperature controls for monitoring DX units, and controlling fans will be utilized. The control contractor shall provide all materials necessary to be able to remotely access the system for control from the San Marcos campus as well as on-site.
- B. Energy Management System: The existing building microprocessor based load programmer for time-of-day programming for start/stop control of HVAC equipment and selected lighting equipment with separate program schedules for holiday and weekend operation will be utilized for all new equipment.

23 37 00 PRESURIZATION AND DIFFUSERS

- A. Pressurization:
 - 1. Entire building - Positive pressure relative to the atmosphere.
 - 2. Labs, toilets, janitor closets, copy rooms and break rooms - Negative pressure with respect to adjacent areas.
 - 3. Specialized labs – May require positive pressurization or anterooms, these labs will be treated as required for protocol.
 - 4. Provide “ball-in-tube” type visual pressurization check for all laboratories.
- B. Air Devices:
 - 1. Supply and return: Architectural Square Plaque diffusers, grilles with trim for type of ceiling and adjustable opposed blade damper sidewall registers.
 - 2. Lobby area supply: High grade extruded aluminum linear devices, integrated with architectural features.
 - 3. Lab supply: hemispherical diffusers.
 - 4. Lab exhaust: Eggcrate or perforated exhaust diffusers.

5. Smoke and fire dampers: UL listed fire dampers where supply, return or exhaust ducts penetrate fire rated walls or floors.

C. Fresh Air: Conditioned outside air ducted to air handling units for controlled mixture into the air distribution system. Outside air allowance based on ASHRAE 62-2007.

D. General and Lab Exhaust:

1. One Toilet/general exhaust fan on the roof.
2. One induction type high-plume exhaust fan will be provided at each lab space.

23 50 00 HEAT GENERATION SYSTEMS

A. Heating System: The building will utilize electric heating in-each package rooftop AHU.

23 60 00 HEAT REJECTION SYSTEMS REFRIGERATION

A. Cooling System: The building will be cooled utilizing multiple packaged rooftop DX units. The roof top AHU's for the office and the laboratory will be located on the new roof.

1. The units for the office space will be commercial grade units. We are anticipating 2, 5 ton (nominal) units to serve the office area similar to Trane units. Additionally 1, 5 ton (nominal) unit for the conference room, public toilets and lobby will be needed. A 10 ton (nominal) unit will be provided from the Multi Purpose Meeting room.
2. The units for the lab and the maker space will be 100% outside air units similar to an Addison. We are anticipating, on average, one 10 ton (nominal) system for each lab module plus two to serve the makers space and one for the corridor and collaborative space outside the labs. This will total 7, 10 ton (nominal) units.
3. All units will be equipped with hot gas bypass.

23 73 00 HVAC DISTRIBUTION SYSTEMS

A. Air Distribution

1. The units shall be roof mounted on factory roof curbs with distribution ductwork to each zone served.
2. The outside air shall come from unit mounted gravity intake vents on the roof.
3. The exhaust from each lab will be through a constant volume vent set type fan with extended stack to disperse the exhaust air high above the roof line. These fans will be located on a flat portion of the roof of the building.

B. Ductwork:

1. Material:

- a. Supply duct: Ductwork externally insulated with 2-inch rigid fiberglass. Galvanized steel sheet ductwork fabricated in accordance with ASHRAE Guide and SMACNA Manual 2" w.g. construction.
- b. Return/Exhaust/Relief Ductwork: Galvanized steel sheet ductwork fabricated in accordance with ASHRAE Guide and SMACNA Manual 2" w.g. construction. If laboratory exhaust is determined to be corrosive, the duct shall be of stainless steel welded construction.
- c. Transfer/Return Duct (in office space only): Galvanized steel sheet ductwork fabricated in accordance with ASHRAE Guide and SMACNA Manual 1/2" w.g. construction.

2. Flex Duct:

- a. Flexible ductwork for diffuser connections; UL listed Class I, with dampered spin-in fittings; limited to 7-foot length or less similar to Flexmaster 3M.

Plumbing Related Components of Project Outline

22 13 16 DOMESTIC WATER DISTRIBUTION

- A. Domestic Cold Water System: The domestic water system is designed to provide a minimum of 30 psig at the most hydraulically remote plumbing fixture. New domestic water service will be connected to existing building piping extended from building main..
 1. Cold water piping above grade inside building: Type L copper with wrought copper fittings or Schedule 40 galvanized steel pipe with soldered-joint valves for 2" and smaller and flanged valves for larger pipe. Isolation valves will be installed on each branch line. The cold water main piping will be routed above the ceiling of the main corridor with valves and caps for each future lab space.
- B. Domestic Hot Water System: Office space and restrooms: Supplied from electric water heater located in the water heater closet and be installed with a piped recirculation system. Any hot water requirements for laboratory tenants will be installed with that individual tenant.
 1. Hot water piping: Type L copper with wrought copper fittings with soldered-joint valves for piping 2" and smaller and flanged valve fittings for larger pipe. Isolation valves will be installed on all branch lines.

2. A single electric water heater with a storage capacity of 40 gallons shall serve the hot water needs of the main building. A recirculating pump shall run continuously during building operating hours to maintain hot water supply temperature at each fixture.
- C. Pipe Specialties: Water hammer arresters, filters, back flow preventers and vacuum breakers at high points in supply lines and at plumbing fixtures as required by code and safe practice.
- D. Foundations: Concrete pads 4 inches high at all floor mounted equipment.
- E. Pipe Insulation: Cold water piping in exterior walls and areas subject to freezing, hot water piping, condensate drains, floor drains receiving chilled water waste and piping connected thereto wrapped with 1-inch fiberglass insulation with vapor barrier jacket. Exposed insulation inside building shall be wrapped with 8-oz. canvas jacket over vapor barrier jacket. Exposed piping outside the building shall be protected with .035 inch aluminum jacket and electric heat trace.

22 13 18 SANITARY WASTE

- A. Sanitary Waste and Vent System: A sanitary waste and vent system for plumbing fixtures, floor drains and mechanical equipment designed for gravity flow from the building to new sanitary main. Clean-outs provided every 75 feet of run and at each change of direction.
 1. Sanitary waste and vent:
 - a. Below ground: SDR 26, Heavy wall, gasket sewer fittings with 12 gauge tracer wire.
 - b. Above ground: Cast iron with either compression gaskets or no-hub with mechanical joints utilizing wide body No-Hub couplings.

22 13 20 RAIN WATER DRAINAGE

- A. Storm Drainage System: A system of primary and secondary (overflow) roof drains with interior collection piping system shall be provided. Each system shall have their own vertical downspouts. The primary system shall drain to below the floor slab then route horizontally away from the building and connect to the site storm drain system. The secondary system's vertical downspouts shall spill outside of the building's perimeter to grade at a location visible to the maintenance staff. Horizontal storm drain piping above ground, including roof drain bodies, overflow roof drain bodies and vertical piping at drains shall be insulated with vapor barrier fiberglass duct wrap.
 1. Storm water: SDR 26, Heavy wall, gasket sewer fittings with 12 gauge tracer wire. For storm drain located in return air plenums,

pipng shall be cast iron or wrapped to provide 25/50 fire/smoke rating required.

2. If the University chooses to collect rainwater, the piping will exit the building to a rainwater storage collection system.

22 40 00 PLUMBING FIXTURES

- A. Fixtures and Trim: Standard institutional type. Handicapped accessible and trimmed where required.

1. Mop sinks: Floor mounted pre-cast terrazzo.
2. Electric drinking fountains: Wall mounted, bi-level, self-contained type with all stainless steel cabinet option and floor mounted carrier.
3. Water closets: Floor mounted, vitreous china type with flush valve.
4. Urinal: Wall hung, vitreous china type with flush valve and floor mounted carrier.
5. Lavatories: Wall hung or countertop, vitreous china. Wall hung fixtures provided with floor mounted carrier and ADA insulation kit.
6. Countertop sinks: 18-gauge stainless steel self-rimming drop-in type.
7. Faucets and supplies: Commercial grade heavy-duty chrome plated cast brass fittings and trim including wrist blade or lever, gooseneck faucets with replaceable cartridges, 17 ga. P-traps and loose key supply stops.
8. Wall hydrant: Freeze-proof, recessed type, bronze box and cover with vacuum breaker, loose key and threaded hose connection.
9. Floor drains: Nickel bronze strainer, with ProSet trap guard sized for each p-trap. Location: Toilet rooms, labs and required utility areas.
10. Floor sink: Acid resistant enamel cast iron with nickel bronze half grate and with ProSet trap guard sized for each p-trap. Location: Mechanical rooms and other required spaces.

22 60 00 OTHER PLUMBING SYSTEMS

- A. All lab gases including nitrogen and natural gas, required by the individual lab shall be provided through point-of-use bottles. Any compressed air will be provided by a new air compressors located outside the building on an equipment pad. New Air compressor with have an outdoor enclosure and sized for 30 CFH at 90 psi. It will be complete with dryer and associated dual filters/water separators.
- B. Lab Vacuum required by the tenant shall be provided by a small vacuum pump located in the individual tenant lab space.
- C. Testing: All systems tested and balanced.

- d. Return/Exhaust/Relief Ductwork: Galvanized steel sheet ductwork fabricated in accordance with ASHRAE Guide and SMACNA Manual 2" w.g. construction. If laboratory exhaust is determined to be corrosive, the duct shall be of stainless steel welded construction.
- e. Transfer/Return Duct (in office space only): Galvanized steel sheet ductwork fabricated in accordance with ASHRAE Guide and SMACNA Manual 1/2" w.g. construction.
- 3. Flex Duct:
 - b. Flexible ductwork for diffuser connections; UL listed Class I, with dampered spin-in fittings; limited to 7-foot length or less similar to Flexmaster 3M.

Fire Protection Related Components of Unifomat Project Outline

21 00 00 FIRE PROTECTION SYSTEMS

A. Regulations and Codes:

- 1. *NFPA 13 – Installation of Sprinkler Systems*
- 2. *NFPA 14 – Installation of Standpipe and Hose Systems*
- 3. *NFPA 20 – Installation of Centrifugal Fire Pumps*
- 4. *NFPA 24 – Installation of Private Fire Service Mains and Their Appurtenances*

21 13 13 FIRE PROTECTION SPRINKLERS SYSTEMS

A. Sprinkler System:

- 1. Wet pipe: Complete automatic fire sprinkler protection provided throughout the new building. The system will be connected to the existing main fire protection piping in the mechanical space near the piping building entry. The existing building three way fire department pumper connection will support the new building addition. Standard coverage and standard response sprinklers shall be provided unless noted otherwise.
- 2. Head types:
 - a. Public spaces: Concealed type heads with white cover plates centered in ceiling tiles.
 - b. Finished ceilings, typical: Concealed type heads with white cover plates aligned with the lighting fixtures and other ceiling mounted devices.
 - c. Unfinished areas: Pendent or upright chrome finish heads.

B. Piping Materials:

- 1. 2 inch and smaller: Schedule 40 black steel pipe with class 125 cast iron threaded fittings.
- 2. 2½ inch and larger: Schedule 40 black steel piping with roll grooves and Victaulic couplings and fittings.

21 13 16 FIRE PROTECTION SPECIALTIES

- A. Fire Protection Cabinets and Accessories: Fully recessed fire extinguisher cabinets with 10 pound ABC dry chemical fire extinguishers. Locate such that all occupants are within 75 feet of an extinguisher, per NFPA 10.

21 30 00 OTHER FIRE PROTECTION SYSTEMS

- A. Fire Pump System: A hydraulic test should be provided at the closest hydrant. We are designing, at this time, with the understanding that the water pressure will be ample for the fire protection system and no pump will be required.

Electrical Related Components of Unifomat Project Outline

D50 ELECTRICAL SYSTEMS

- A. Regulations and Codes:
1. NFPA 70 – National Electrical Code
 2. NFPA 72 – National Fire Alarm Code
 3. *NFPA 780 – Installation of Lightning Protection Systems*
 4. *ASHRAE– Ashrae Standard 90-01*
 5. *NFPA 101 – National Fire Protection Life Safety*
 6. *Latest Edition – International Building Code*
 7. *Latest Edition – Texas Accessibility Code*

D5010 ELECTRICAL SERVICE AND DISTRIBUTION

- A. Service: Supplied at 480Y/277V-3Ø-4W from the existing main distribution panel located in the existing building.
- B. Existing Distribution (Switchboard): 480Y/277 -3Ø-4W 1,600A main.
- a. Existing-800A branch to serve new building distribution panel.
- C. Metering: All new lab panels will be individually metered. All new meters will tie into the building automation system to allow remote reading.
- D. 480Y/277V Distribution power will be provided by an 800A distribution panel fed from an existing 800A breaker in the existing main switchboard. The distribution panel will serve a panel for the office and common area mechanical equipment, a panel for the office and common area lighting and a 500 kVA transformer for the lab power. Breakers shall be current limiting type rated for 65,000 AIC to protect downstream 14,000 AIC rated panels.

- E. 208Y/120V Distribution power will be provided by a 500 KVA transformer feeding a 1600A MCB distribution panel. The panel shall serve lab 208Y/120V panels. Breakers shall be current limiting type rated for 65,000 AIC to protect downstream 10,000 AIC rated panels.
- F. Branch Circuit Panels: Surface or flush mounted, 480Y/277V or 208Y/120V dead front, sectional, full hinged covers, circuit breaker type using standard frame size bolt-in type breakers.
- G. Panels: 480Y/277V with breakers series rated to withstand 65,000 short circuit current.
 - a. One Office Area Panel - 225A MLO 42 circuits with the following:
 - i. Branch breakers as required to serve mechanical loads.
 - b. One Office Area Panel - 100A MLO 24 circuits with the following:
 - i. Branch breakers as required to serve lighting.
- H. Panels: 208Y/120V with breakers series rated to withstand 65,000 short circuit current.
 - c. One Office Area Panel - 225A MLO with FTL with the following:
 - i. Branch breakers as required.
 - d. Lab Panel flush mounted 1- 225A MCB with the following per lab:
 - i. Branch breakers as required.
- I. Existing Standby Emergency System: 350kW/438kVA, 208Y/120V-3Ø-4W diesel powered genset with in-skid fuel tank providing 250 gallons. Provide remote annunciator panel located at the reception desk to parallel the signal to the existing remote annunciator. The existing genset serves one 60A/4P required standby ATS and one optional standby 400A/4P ATS to serve the optional standby loads. The life safety panel is located in the existing office/administration area and serves a 100A MCB panel with 12 – 20A/1P branch breakers to feed egress lighting through-out the facility and a 208Y/120V 15 kva transformer and panel to serve 120V life safety low voltage loads. Extend service from existing spare breakers to serve the emergency egress lighting and any booster panels required for life safety signaling. Install a 200A/3P breaker in the existing optional standby distribution panel and extend a feeder to a new 200A/3P/4W MCB, 24 circuit panelboard to serve the optional standby power for the labs. The new optional standby panel will serve a 480V - 208Y/120V, 112.5kVA transformer and additional 480/277V optional standby loads. Provide a 208Y/120V distribution panel with a 400A MCB and branch breaker breakers to feed a 60A MCB 30 circuit panelboard in each lab.

- J. EMT conduit may be used for feeder up to 4" where not exposed to weather or physical damage. All fittings shall be steel set screw type.
- K. Safety Disconnect Switches: Horsepower rated disconnect switch within sight of motors. Fused switches where branch circuit fuses are not sized for overload protection. Disconnects at cooling tower shall be stainless steel.
- L. Variable Frequency Drives: All Mechanical equipment 5Hp and larger will be provided with variable frequency drives by the Mechanical contractor.
- M. Transformers: Dry type, 480 volt, 3Ø primary, 120/208 volt, 3Ø, 4-wire secondary. Transformers will be energy star TP-1 compliant with aluminum windings. Transformers 0-5 KVA 80 degree c rise, 71/2- 30 KVA 150 degree rise and larger tha 30KVA 150 degree rise. Vibration isolation consisting of two layers of ribbed neoprene separated by a layer of 16 ga. galvanized steel. Transformer mounted on 4-inch high concrete pad.
- N. Surge Suppression: Service entrance grade SPD unit located inside the main service entrance switchboard for lightning/surge protection and on the first panel on the secondary of all transformers.

D5020 LIGHTING AND BRANCH WIRING

- A. Conduit: Wiring will be installed in conduit. All conduit will be concealed except in utility areas. Minimum size 3/4 inch for home runs and 1/2" for drops in walls with 3 #12. Support conduit at not more than 8-foot center with galvanized hangers.
 - 1. Exposed: Rigid galvanized conduit.
 - 2. Six feet above floor in walls and ceiling: Zinc coated electric metallic tubing (EMT) conduit.
 - 3. Connected motors, transformers and other equipment subject to vibration: Flexible metal or liquid tight flexible metal conduit.
- B. Wire: Wire and cables conductors of soft-drawn annealed copper. Minimum size No. 12 for power and lighting circuits. Color-coded throughout. Type THHN/THWN-2 (stranded conductors).
- C. Aluminum wiring may be used for feeders 150A and larger. All feeders shall be terminated in compression lugs. Where required to be terminated in breakers use aluminum copper to aluminum mac a dap fittings.
- D. Wiring:

1. Branch circuits of No.12 at 120 volts, which extend over 75 feet from supply panel, will be increased in size to No. 10 AWG. For 277 volts the size will be increased at 200 feet. All exposed non-current carrying metallic parts of electrical equipment and raceway system will be grounded and bounded. Separate neutrals shall be provided for all power and lighting branch circuits.
 2. Maximum of 6 circuits in a common home run.
 3. MC cable may be used for drops in walls to individual receptacles and light switches in office areas. Maximum length not to exceed 20'. It shall not be used for homeruns or for receptacle to receptacle wiring in walls.
 4. MC cable shall not be used for any lab wiring.
 5. System wiring run in air plenums or ceiling cavities will be installed in conduit or if not, shall be approved low smoke plenum rated cable.
- E. Wiring Devices: Galvanized steel outlet boxes at least 1-1/2 inch deep and of sufficient size to accommodate wiring or device for which they are provided.
1. Switches, receptacles and telephone: 4-inch square flush boxes with raised covers.
 2. Lighting fixtures: 4-inch octagonal boxes with fixture stud supports and attachments required to support fixture.
- F. Devices: Specification grade smooth faced duplex grounding type 20 amp. receptacles, white nylon cover plates and matching 20 amp. rocker type switches. All devices with screw terminals. GFCI protected receptacles at all outside locations and toilet rooms and with-in 6'-0" of any sink or water source. Galvanized steel cover plates in utility areas. Waterproof cover plates at exterior. Sab-in wiring is not permitted.
1. Corridors: Duplex receptacles for general use installed not less than 40'-0" apart in all corridors and within 20'-0" of corridor ends.
 2. Receptacle colors:
 - a. Normal power: white.
 - b. Dedicated power: orange.
 - c. Emergency power: red
- G. Interior Lighting: Electronic ballasts 10% THD and T-8 energy efficient lamps used throughout. Lighting levels in accordance with IES recommended illumination levels for energy conservation where energy

lighting budgets based on ASHRAE permits. Motion switching for general offices suite corridors. Public corridors, restrooms shall be time clock controlled with local timed override switch on each floor to provide additional on time when timed clock has turned out lights. Emergency lighting and exit fixtures will be supplied from the life safety system.

1. Offices: 3-lamp parabolic low brightness 2x4 fluorescent 18 cell reflectors. Local wall dual level motion sensor controlled.
2. Tenant Spaces: Lighting will be provided by the Tenant.
3. Corridors and waiting areas: 2-lamp fluorescent parabolic 12 cell reflectors. Time clock controlled with timed local low voltage override switches.
4. Lobby areas: Recessed compact fluorescent downlights with low brightness aperture reflectors. Time clock controlled with timed local low voltage override switches. Multi-level switching will be provide for the lobby area so public areas may be used for different function
5. Public toilets: Continuous recessed fluorescent cove fixtures/2x4 parabolic/fluorescent down lights. Motion sensor ceiling mounted.
6. Utility/mechanical/electrical areas: 2-lamp 4-foot surface mounted fluorescent strip fixtures with local count down timer controlled.
7. Technology rooms: Surface mounted fluorescent with wrap around lens with local count down timer controlled.
8. Labs, class rooms, conference room will be dual level switched.
9. Exit signs: Slimline, stencil face, low power consuming LED with self-contained emergency power unit.

H. Site Lighting:

1. Wall fixtures: Metal halide decorative sconce. Fixtures mounted below 5' to have tamper proof screws.
2. Parking fixtures: Metallic halide - TSU standard type area lights.
3. Controls: Mechanically held electrically operated contactors for controlling lighting, utilizing photoelectric cells for "on" signal and 7-day time switches for "off" signal.

D5030 COMMUNICATIONS AND SECURITY SYSTEMS

1. The existing building microprocessor based 24VDC, electrically supervised, analog "intelligent", fire alarm system by Siemens, EST, and ADT will be expanded to serve new building. The existing system shall, but not be limited to, all control equipment, power supplies, signal initiating and indicating devices, conduit, wire, fittings, and all other accessories required to provide a complete and operational system as herein specified.

2. System shall transmit all alarm to campus monitoring system. Integrating the Fire Alarm system to the existing campus Integrated Building System Workstations shall be under a separate contract. The system is using Siemens Insight software which must communicate through the hardware gateway on the campus Ethernet Backbone. Units and monitors will require Insight programming. The insight Fire Alarm System has a IP address and is connected to the Campus Ethernet using an AEM Ethernet Module.
 3. Automatic, zoned, non-coded fire alarm system consisting of main control panel, pull stations, transponders, smoke detectors, heat detectors, flow valves, audio/visual horns, fan control and remote enunciators. Detection located in exit corridor, electrical and mechanical rooms and in supply air and return air ductwork. ADA compliant strobes and horns provided for evacuation.
 4. Analogue photo Electric type detectors: Located in electrical, IT and mechanical spaces. Provide detector at each lab panel electrical locations.
 5. Analogue photo Electric duct type detectors: Located in supply of all AHU's over 2000 CFM with addressable relay for shut down.
 6. Pull stations shall be double action key reset type, red with white lettering
 7. Audio and visual devices: Located as required by Life Safety Code and Americans with Disability Act (ADA).
 8. Water flow monitored by the fire alarm system in all the sprinkler piping and fire lines.
 9. Contractor shall provide unit prices including device, installation including 20' of conduit and wire and all necessary programming for smoke, pull stations addressable module, horn, and horn strobe devices.
 10. Provide 8 Hr. training.
- A. Telephone/Data: Refer to data consultant write up for requirements. A two gang junction box with 1" conduit will be provided from jack locations, to above ceiling, complete with pull strings. Instruments, outlet devices and low smoke telephone cable will be furnished and installed by

Owner's vendor. Ground for IT/Server rooms room to be grounded back to the main electrical ground.

- B. Special Systems: Refer to Data/AV consultant write up for requirements.
- C. Security Systems: Refer to Security consultant write up for requirements.

D5040 SPECIAL ELECTRICAL SYSTEMS

D5050 ELECTRICAL CONTROLS AND INSTRUMENTATION

D5060 ELECTRICAL TESTING

- A. Testing: Test all circuits for shorts and grounds.

D5090 OTHER ELECTRICAL SYSTEMS

- A. Lightning Protection: The lightning protection system shall be designed to qualify for the maximum insurance rate reduction allowed for lightning protection for this type of construction. The system shall comply with the requirements of the National Electric Code, National Fire Protection Association Standard NFPA 780, Lightning Protection Institute Installation Standard LPI 175 and Underwriters Laboratories Installation Requirements UL 96A.

Technology

Project Description

The STAR One Expansion project will be an approximately 16,000 gross square feet addition to the existing STAR One building.

The project contains offices, corridors, laboratories, maker space and one conference room.

Building support spaces include restrooms, IT equipment, storage and services rooms.

The building expansion includes security appropriate to the proprietary research being conducted inside.

Project Technology

The project will include a single, integrated infrastructure to support the projected technology systems. This infrastructure is composed of technology rooms, cable trays, conduits, sleeves, cable support and outlet components. The infrastructure will be patterned after industry standard architecture combined with existing telecommunications standards at TXSTU.

Telecommunications Equipment Rooms Criteria

The existing Main Equipment Room (**MER**) will be used as the source of voice and data service for the expansion project.

A new Intermediate Distribution room (**IDR**) will be required, ideally located centrally in the expansion space to keep cable runs lengths within the maximum allowed of 295 ft. from patch panel to wall jack.

- Minimum size of 10' x 12'
- All walls will be lined with 3/4" x 48" X 96" in size, AC Plywood, with the A side facing inside the room. Plywood will be painted with white fire retardant paint. The fire rating stamp shall remain visible.
- Two (2) Fourplex Isolated Ground 120-volt Power Outlet on Each Wall
- Maximum two (2) Fourplex Outlets Per Circuit
- One (1) 30-amp 120-volt Single Phase Outlet per Equipment Rack
- Grounding Bus Bar Required by TIA/EIA-607
- No Ceiling required in this Room
- No water routed through or adjacent to this room

The IDR will be treated as normal unoccupied spaces without special fire ratings. Fire-rated sleeves (STI-EZ-Path) will be used for tie cable and horizontal pathways in and out of the space.

Space will be reserved in the IDR for the following systems/components:

- Wireless Network Components
- Overhead Paging System
- Security Surveillance Components
- Access Control System Components
- Owner/Client provided Television Distribution System
- Communications Racks for Data Network components and patch panels

The IDR will have lighting installed in aisle ways and be free of obstructions. Lighting will be a minimum of 50 foot candles measured at the lowest point of termination.

The new IDR will be connected to the existing Build Grounding System. This connection will be used to ground all communications cable shields, equipment, racks, cabinets, raceways, and other associated hardware that has the potential for acting as a current carrying conductor. The IDR will be provided with a telecommunications ground bus bar (TGB).

Communications Equipment Room Fittings

The IDR will have the capacity to accommodate three 19" equipment racks with vertical wire management between each rack.

Racks will be properly bonded to the Telecommunications Bus Bar, and provided with dedicated 120V generator-backed power.

One level of 18" ladder-type cable tray will be installed around the perimeter of the room and above the racks as well as vertically adjacent to the riser pathway and braced against the walls for distribution to the racks, wall termination board and floor outlets. Additionally, the ladder cable tray will provide for horizontal distribution to the floor services.

The racks will be placed in a manner that will allow a minimum of 3 feet of clearance from the front and rear mounting surfaces and on one side to allow access to the back of the rack units. If one mounting rail of the rack is placed against a wall, the mounting rail will be no closer than 6" to the wall to allow room for vertical management (management of patch cables between racks or within racks).

The racks, vertical cable management and all rack hardware shall be of the same manufacturer as those in the existing Equipment Rooms.

Telecommunications Interconnect System

Services from the MER will be extended to the new IDR via fiber and copper horizontal tie cables as follows:

- 12 strands 50 micron multimode fiber with LC connectors.
- 6 Cat 6 copper cables (24 pairs)

The IDR will be connected to existing MDR with STI EZ-Path fire rated sleeves between any fire rated walls that separate the buildings. These sleeves will be sized according to the cabling requirements as defined in the communications cabling section and according to TIA/EIA standards with respect to conduit fill ratios.

Telecommunications Cable Support Systems

Basket style cable tray will be provided throughout the facility for cable routing, matching the existing. This tray will service the various low voltage systems, including security, building controls, and CATV distribution as part of the structured cabling system. In general, cable tray will run along corridors. Cable tray will be sized according to capacity and projected expansion and is expected to include 12", 18", and 24" tray, depending on cable density in a particular area. Cable tray clearances above ceiling and near EMI sources will be maintained.

Horizontal Cable Distribution System

The telecommunications cable distribution system is run from each outlet to above the finished ceiling in conduit, transitioning to cable tray or J-hooks, routed to the IDR. The maximum allowed distance from the IDR patch panel to the workstation outlet is 295'. Horizontal conduit connects the station outlet boxes with the nearest appropriate cable pathway.

The project meets Category 6 cabling performance standards. All horizontal cabling (both voice and data) consists of plenum, Category 6, 4 pair UTP copper cable unless otherwise indicated on the Telecommunications Drawings.

Workstation Requirements

All jacks are flush-type mounted into boxes and conduit installed in the hollow wall space. Typical outlets consist of two (2) Category 6 cables with 568A jack terminations. Outlet boxes will be 4 11/16" W X 4 11/16" H x 3" D with single gang mud rings.

From each communications outlet location, a minimum of one (1) 1" conduit with pull string will be run back to the nearest cable tray (typically located in a corridor as indicated above). Conduit sizing for locations containing more than 4 UTP cables will be sized according to TIA/EIA standards with respect to conduit fill ratios. The same is true for Wireless Access Points (boxes ceiling mounted) which consist of two (2) Category 6 cables with 568A jack terminations.

Termination Hardware

All cable termination hardware is mounted in one of the Contractor provided and installed 19" racks. Copper backbone cabling terminates on rack mounted 110 blocks and fiber backbone cabling is terminated in rack mounted Fiber Panels using LC connectors with adapters.

Horizontal copper cabling terminates on rack mounted Category 6 48 port patch panels in the IDR, and on 8 position, 8 conductor (RJ45) 568A Category 6 inserts at the work station outlet.

Patch Cords, Station Cords

Contractor provides two (2) Category 6 patch cords per horizontal cable installed: 50% 5' length, 50% 15' length.

Contractor provides one (1) duplex fiber optic patch cord per fiber termination; patch cords and connectors are consistent with fiber type. One half the final quantity to be 6' and the remaining 12' in length

Data Communications Equipment

Data communications equipment (network switches) are provided and installed by the Owner or one of its Partners and is sized to meet the existing needs of the facility.

Voice Communications Equipment

Voice communications equipment is provided and installed by the Owner.

Audio/Visual Equipment

AV equipment is provided and installed by the Owner or one of its Partners. Conduit pathways from wall and floor mounted boxes to accessible ceiling will be provided by the Project.

Supported Systems

Telecommunications structured cabling supports the following systems:

- Voice
- Data
- Wireless Access Points
- Specialty Systems

Security Systems

Security equipment is provided and installed by the Owner. Conduit pathways from wall and ceiling mounted boxes to accessible ceiling will be provided by the Project.

System Application

Security system devices (conduit pathways) will be applied to the project as follows:

1. Building Exterior

Access Control will be installed on all exterior doors. CCTV will also be installed to view persons entering and exiting the building.

2. Non-public entrances

Access Control will be installed. CCTV will also be installed to view persons entering and exiting the building,

3. Non-public exit doors

All Non-public exit doors will have DPS (Door Position Switches Installed). These doors will also have a REX (Request to Exit) device installed. CCTV will also be installed to view persons entering and exiting the building.

4. Emergency exit doors

Access Control will be installed on these doors. CCTV will also be installed to view persons entering and exiting the building.

5. Roof access doors/hatches (if provided)

Access Control will be installed on these doors.

6. Interior mechanical and equipment rooms

Access Control will be installed on these doors

7. Exterior pedestrian doors

Access Control will be installed on these doors if they are adjacent to public areas.

8. Interior access path doors.

Access Control will be installed on these doors

9. Intermediate Distribution Rooms (IDR)

Access Control will be installed on these doors

Security Equipment-Access Control

Wall space will be provided for the Owner provided security control panel in the new IDR.

Boxes, and conduits to accessible ceiling will be provided by the project.

Security Equipment-Video Surveillance

Video Surveillance equipment is provided and installed by the Owner. Conduit pathways from wall mounted boxes to accessible ceiling will be provided by the Project.

Landscape

Landscape Project Spaces

The design of the landscape and outdoor spaces will reinforce the campus identity created with Building One. Special attention will be made to concentrate upon the best design solutions possible within given site constraints. Pedestrian and automobile circulation, visibility and long term landscape and irrigation maintenance issues will all be incorporated into the design process. The landscape design will incorporate a Xeriscape planting scheme with an emphasis on water conservation and limited maintenance.

Planting and Horticultural Requirements

Proposed plant materials will be native and/or adaptive native plant species to ensure their longevity and drought tolerance. The plant palette will be based on the Texas State University System Standards.

Irrigation Requirements

The irrigation system will be designed to comply with Texas State University System Standards for irrigation. To comply with SECO requirements, the irrigation will utilize water collected from the roof as well as condensate generated by the HVAC system. The collected water will be stored in a below-grade tank and a centrifugal pump will distribute the collected water to the irrigation system. A potable backup water source will be provided to supply water to the irrigation system when the amount of collected water does not meet the irrigation demand. The potable water supply will require an RP backflow device located in an above-grade, heated enclosure.

Spray irrigation will be used for lawn areas. Drip irrigation will be used in all planting beds. The new irrigation system design will include:

- All heads will be spaced based on manufacturer's recommended radius and will provide 100% head-to-head coverage.
- All sprinkler heads will utilize matched precipitation nozzles and check valves.
- Irrigation zones will be separated by plant material types.
- Irrigation zones will be separated by exposure and orientation.
- Utilization of tree bubblers.
- Utilization of irrigation system master valve.
- Utilization of irrigation system flow sensor.
- Utilization of rain shut-off device connected to irrigation controller.
- Utilization of the Campus Standard Baseline Controller with Ethernet connection.

Site Furnishing Requirements

Site furnishings will be selected based on the Texas State University System Standards.

Site furnishings will include:

- Trash containers
- Recycling containers
- Benches
- Bicycle racks

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Cost Estimate

The information on the following pages is a detailed cost estimate prepared by Project Cost Resources and the Construction Manager at Risk, Hill and Wilkinson.

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HILL & WILKINSON
GENERAL CONTRACTORS

TEXAS STATE UNIVERSITY - STAR ONE EXPANSION
SAN MARCOS, TX

December 19, 2014

5810 Trade Center Drive
Building 1, Suite 100
Austin, TX 78744
Mark Chadroff
512-287-6309 - Main
512-287-6295 - Direct
512-287-6288 - Fax

LEVEL 1: 15,622

TOTAL SF: 15,622

RECONCILED BUDGET FOR PHILO WILKE DD BINDER SUBMISSION 12/19/2014

DESCRIPTION	TOTAL	COST / SF
1 GENERAL REQUIREMENTS	\$ 187,649	\$ 12.01
2 DEMOLITION / EXISTING CONDITIONS	\$ 4,535	\$ 0.29
3 CONCRETE	\$ 532,402	\$ 34.08
4 MASONRY	\$ 50,450	\$ 3.23
5 METALS	\$ 392,740	\$ 25.14
6 WOODS, PLASTICS, COMPOSITES	\$ 74,106	\$ 4.74
7 THERMAL & MOISTURE PROTECTION	\$ 310,402	\$ 19.87
8 OPENINGS	\$ 207,637	\$ 13.29
9 FINISHES	\$ 535,677	\$ 34.29
10 SPECIALTIES	\$ 43,047	\$ 2.76
11 EQUIPMENT (LAB)	\$ 282,100	\$ 18.06
12 FURNISHINGS	\$ 2,280	\$ 0.15
21 FIRE SUPPRESSION	\$ 41,350	\$ 2.65
22 PLUMBING	\$ 209,000	\$ 13.38
23 HVAC	\$ 465,200	\$ 29.78
26 ELECTRICAL	\$ 592,312	\$ 37.92
27 COMMUNICATIONS	\$ 88,058	\$ 5.64
28 ELECTRONIC SAFETY & SECURITY	\$ 59,895	\$ 3.83
31 EARTHWORK	\$ 285,764	\$ 18.29
32 EXTERIOR IMPROVEMENTS	\$ 274,909	\$ 17.60
33 UTILITIES	\$ 88,220	\$ 5.65
SUBTOTAL:	\$ 4,727,733	\$ 302.63
GENERAL CONDITIONS	\$ 344,752	\$ 22.07
ADDITIONAL GC's - PROJECT PHOTOGRAPHY PER DAVID MORRIS	\$ 7,763	\$ 0.50
SUBTOTAL:	\$ 5,080,248	\$ 325.20
PAYROLL TAX / BURDEN	Included	Included
TESTING LAB SERVICES	EXCLUDED	
BUILDERS RISK INSURANCE	WITH GC's	WITH GC's
LIABILITY / UMBRELLA	WITH GC's	WITH GC's
SUBGUARD	\$ 67,919	\$ 4.35
BUILDING PERMIT	EXCLUDED	
P & P BOND	WITH GC's	WITH GC's
SUBTOTAL:	\$ 5,148,167	\$ 329.55
CM CONTINGENCY 5.00%	\$ 257,408	\$ 16.48
SUBTOTAL:	\$ 5,405,575	\$ 346.02
CONTRACTOR FEE 4.62%	\$ 262,561	\$ 16.81
SUBTOTAL:	\$ 5,668,136	\$ 362.83
PRECONSTRUCTION SERVICES	\$ 15,000	\$ 0.96
SUBTOTAL:	\$ 5,683,136	\$ 363.79
RENOVATION TAX (INCLUDING FEE)	N/A	N/A
TOTAL:	\$ 5,683,136	\$ 363.79

0.04620



TEXAS STATE UNIVERSITY - STAR ONE EXPANSION
SAN MARCOS, TX

December 19, 2014

RECONCILED BUDGET FOR PHILO WILKE DD BINDER SUBMISSION 12/19/2014

QUALIFICATIONS:

- 1 This proposal is based on the following documents: (12) Architectural Drawings and 32-page Narrative issued by Philo Wilke Partnership, dated December 2014
- 2 This proposal is based on a construction duration of 11 Months.
- 3 Revised budget includes exterior curved wall with masonry veneer over metal stud framing, per Philo-Wilke.
- 4 Base budget includes drywall partitions w/ hollow metal office frames and wood laminate doors at (7) offices. Drywall partition is also included at the Collaboration Space. See ALTERNATE 4a and 4b for addition of glass partitions at these areas.
- 5 Power for monument sign(s) or illuminated exterior building signage is not included.
- 6 Existing building emergency power will be utilized for tie-in of new electrical system. Fuel for generator testing (if required) is not included.
- 7 Chemical fume hoods assumed constant volume (VAV is not included).
- 8 FDC Connection & New Fire Pump are not included, as they are part of the existing building fire suppression system.
- 9 UL Master Label or LPI Certification of new lightning protection is not included. It is assumed the existing structure is covered with UL Master Label or LPI Certification.
- 10 Electrical budget and metering based on existing switchgear manufactured by Eaton.
- 11 Fire Alarm budget based on tie-in and integration with existing Siemens equipment and system.
- 12 3rd Party certified NETA testing of electrical equipment and systems is not included
- 13 Arc Flash Hazard Analysis / Short-Circuit Coordination Study for Electrical System is not included.
- 14 Assume underslab utilities to be stubbed out from existing space. Sawcutting existing slab is not included.
- 15 Per reconciliation meeting, offsite disposal of soils from concrete excavations has been removed from the budget. Philo-Wilke to verify if required.

EXCLUSIONS:

- 1 Sales tax - Tax exempt project.
- 2 Building Permit and associated fees.
- 3 Testing for and abatement of hazardous or contaminated materials, including mold.
- 4 Development, impact, roadway use and/or prorata fees.
- 5 Utility company charges or fees.
- 6 Utility consumption costs, during and post construction.
- 7 Materials testing and inspection.
- 8 LEED certification and/or premium costs for sustainable construction/materials.
- 9 Repairs due to ground movement after substantial completion (subgrade preparation will be performed in accordance with the Bid Documents and Geotechnical Report).
- 10 Onsite security during construction.
- 11 Pier casing.
- 12 Furniture throughout.
- 13 AWI labeling/certification of millwork.
- 14 Projector screens and mounts for screens are not included.
- 15 Baby changing stations at restrooms furnished by the Owner, per the narrative.
- 16 Lab gases (natural gas and nitrogen) shall be furnished by the tenant, per the Narrative.
- 17 A/V Equipment & Cabling, Voice Communications Equipment, and Datacom Equipment (network switches) shall be furnished by the Owner, per the Narrative.
- 18 Security System and CCTV Equipment and associated cabling shall be furnished by the Owner, per the Narrative.
- 19 Active hubs, routers and switches for Tele/Data Systems shall be furnished by the Owner, per the Narrative.
- 20 Certification of fume hoods. Per Philo Wilke, will check this requirement with Texas State. Removed from budget per Philo-Wilke.
- 21 Exterior signage allowance, removed from budget per Philo-Wilke.



TEXAS STATE UNIVERSITY - STAR ONE EXPANSION
SAN MARCOS, TX

December 19, 2014

PRECONSTRUCTION CLARIFICATIONS LOG

- 1 Email Correspondence between Philo Wilke and Hill & Wilkinson 11/18/14 regarding scope and budget for Landscaping and Irrigation Landscape budget based on summary described in the Narrative - Page 31. Quantities of trees as shown in the Site Plan dated 11/20/14. Planting beds and topsoil based on assumed planter areas adjacent to the building. Landscape budget includes hydromulch at areas across the service road and at McCarty Lane. Irrigation and rainwater collection systems are included in the budget estimate as an allowance.
- 2 Email Correspondence between Philo Wilke and Hill & Wilkinson 12/1/14 regarding existing electrical and fire alarm equipment. Existing electrical switchgear manufacturer confirmed via approved submittals as Eaton. This information assists the electrical subcontractors for tie-in, modifications, or additions required at the switchgear. Existing fire alarm system equipment and monitoring confirmed via approved submittals as Siemens. This information assists the electrical/fire alarm subcontractor with tie-in and integration with the existing system.
- 3 Email Correspondence between Philo Wilke and Hill & Wilkinson 12/2/14 regarding Alternate #4 interior glass partitions. Philo Wilke informed Hill & Wilkinson that the Narrative did not address the interior window wall system. It was confirmed that the Office walls with sliding glass doors should include the DIRT wall system. Sliding doors assumed 7-foot height with a transom above. The Narrative - Alternate #4 states "Glass partitions at enclosed offices and collaboration area". Our base budget includes these walls as painted drywall with hollow metal door frames and laminate wood doors at the (7) offices. Alternates #4a and 4b below will add either a storefront glass wall system or the DIRT glass wall system to the Offices (w/ sliding doors) and matching window wall at the Collaboration Area.
- 4 Email Correspondence between Philo Wilke and Hill & Wilkinson 12/2/14 regarding seating shown in Multi-Purpose Conference Room. Philo Wilke clarified that the theater-like seating arrangement shown on the Equipment and Furniture Plan sheet A-130 is assumed to be Owner furnished.

ALTERNATE LOG:

1	ALTERNATE #1: Add Driveway From Service Road to New Parking Area. Includes Asphalt Paving, Curb & Gutter	\$	36,228	ADD
2	ALTERNATE #2: Parking Area for Additional 62 Spaces. Includes Striping, Planter Curbs, Landscape	\$	221,885	ADD
3	ALTERNATE #3: Buildout of Maker Space, <u>not including Room Finishes</u>			NOT PRICED - MORE INFO NEEDED
4a	ALTERNATE #4a: DIRT System Glass Partitions at Enclosed Offices & Collaboration Area <i>NOTE: Substitute clear anodized finish in lieu of Dark Bronze, a deduct of (\$7,961) can be removed from Alt. 4a pricing above</i>	\$	69,479	ADD
4b	ALTERNATE #4b: Glass Partitions at Enclosed Offices & Collaboration Area	\$	47,205	ADD
5	ALTERNATE #5: High Voltage Electrical Service (480V - New Transformer)			NOT PRICED - MORE INFO NEEDED

SUMMARY OF ALLOWANCES:

Our estimate includes the following allowances:

1	Interior Signage - University Standards and accessibility requirements:	\$	2,250
2	Exterior Signage:		EXCLUDED, PER PHILO WILKE
3	Landscape & Irrigation (including topsoil, plantings, trees, sod/seeding and rainwater collection):	\$	125,138
4	Certification of chemical fume hoods:		EXCLUDED
5	Exterior wall hydrants/hose bibbs - Freeze Proof, Recessed Type, Bronze:	\$	2,500
6	Yard/Enclosure for air compressor:	\$	15,000
7	Widen Existing Drainage Culvert & Expand Existing Detention Pond:	\$	35,000
8	Millwork at Multi-Purpose Room:	\$	20,000
9	Site Furnishings:	\$	10,000

Total Building Area	16,000	GSF
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CSI	DESCRIPTION	ESTIMATE	COST / SF
01	General Requirements - Cost of Work	\$ 100,046	\$ 6.25
02	Sitework / Earthwork / Existing Conditions	\$ 4,305	\$ 0.27
03	Concrete	\$ 479,787	\$ 29.99
04	Masonry	\$ 57,900	\$ 3.62
05	Metals	\$ 320,878	\$ 20.05
06	Wood, Plastics and Composites	\$ 84,167	\$ 5.26
07	Thermal and Moisture Protection	\$ 301,680	\$ 18.85
08	Openings	\$ 210,410	\$ 13.15
09	Finishes	\$ 430,177	\$ 26.89
10	Specialties	\$ 39,690	\$ 2.48
11	Equipment	\$ 280,500	\$ 17.53
12	Furnishings	\$ 2,400	\$ 0.15
13	Special Construction	\$ -	\$ -
21	Fire Suppression	\$ 44,000	\$ 2.75
22	Plumbing	\$ 219,566	\$ 13.72
23	HVAC	\$ 498,158	\$ 31.13
26	Electrical	\$ 491,800	\$ 30.74
27	Communications	\$ 84,800	\$ 5.30
28	Electronic Safety and Security	\$ 63,200	\$ 3.95
32	Exterior Improvements	\$ 503,367	\$ 31.46
33	Site Utilities	\$ 105,650	\$ 6.60
	General Conditions	\$ 344,752	
	Additional General Conditions	\$ 7,763	
	Subtotal Construction	\$ 4,674,995	
	Contingency 8.0%	\$ 374,000	
	Subtotal	\$ 5,048,994	
	Contractor Fee 4.6%	\$ 232,254	
	Subtotal	\$ 5,281,248	
	Escalation 5.5%	\$ 290,469	
	TOTAL BUILDING	\$ 5,571,717	\$ 348.23

Texas State University
STAR One Addition
Design Development Estimate
12/2/2014 updated 12/18/14

BASE BUILDING

adjust sf
Total Building Area 15,534 sf

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	SUBTOTAL
DIVISION 01 - GENERAL REQUIREMENTS						
Final Cleaning	15,534	sf	\$ 0.75	\$ 11,651		
Continuous Clean	39	wks	\$ 850.00	\$ 32,895		
Protect Existing	1	ls	\$ 18,000.00	\$ 18,000		
Construction Fencing	1,500	lf	\$ 5.00	\$ 7,500		
Mockups	1	ls	\$ 5,000.00	\$ 5,000		
Barricade/Traffic Control	1	ls	\$ 10,000.00	\$ 10,000		
Building and Site Layout	1	ls	\$ 15,000.00	\$ 15,000		
			Subtotal		\$ 100,046	
			TOTAL DIVISION 01			\$ 100,046
DIVISION 02 - SITEWORK						
Demolition						
Site Pavements	690	sf	\$ 1.50	\$ 1,035		
Curb	270	lf	\$ 3.00	\$ 810		
Mow Strip	30	lf	\$ 2.00	\$ 60		
Sawcutting at Existing	100	lf	\$ 9.00	\$ 900		
Paving Demolition at Approaches	1	ea	\$ 1,500.00	\$ 1,500		
			Subtotal		\$ 4,305	
			TOTAL DIVISION 02			\$ 4,305
DIVISION 03 - CONCRETE						
Drilled Piers						
Drilled Piers (18/54 belled ftgs x 30' depth) - Drill	24	ea	\$ 750.00	\$ 18,000		
Drilled Piers (18/42 belled ftgs x 30' depth) - Drill	21	ea	\$ 660.00	\$ 13,860		
Pier Concrete - Mat'l / Place	135	cy	\$ 165.00	\$ 22,275		
Spread Spoils	149	cy	\$ 12.00	\$ 1,782		
Reinforcing	12	ton	\$ 1,300.00	\$ 15,795		
Layout	1	ls	\$ 2,300.00	\$ 2,300		
			Subtotal		\$ 74,012	
Plinths / Pier Caps						
48" x 30" Overreamed Caps	28	cy	\$ 460.00	\$ 12,846		
30" x 30" Overreamed Caps	10	cy	\$ 400.00	\$ 3,818		
Column Block Outs	21	ea	\$ 45.00	\$ 945		
Grout Base Plates	21	ea	\$ 30.00	\$ 630		
Embed Weld Plates at Top of Perimeter Piers for Tilt-Wall Panels	25	ea	\$ 25.00	\$ 625		
			Subtotal		\$ 18,864	
Grade Beams						
Perimeter Grade Beams - 12" x 24"	468	lf	\$ 48.00	\$ 22,464		
Perimeter Grade Beams - 24" x 30"	45	lf	\$ 85.00	\$ 3,825		
Turn Down Beam at Tilt-Wall Panels	513	lf	\$ 26.00	\$ 13,338		
Interior Grade Beams - 12" x 12"	590	lf	\$ 35.00	\$ 20,650		
Void Forms	1,058	sf	\$ 6.00	\$ 6,348		
Soil Retainers	2,116	sf	\$ 4.00	\$ 8,464		
Lug at Pier Caps	28	ea	\$ 35.00	\$ 977		
Grout Pocket at Pier Caps	28	ea	\$ 45.00	\$ 1,257		
Concrete Strap Beams	10	cy	\$ 350.00	\$ 3,403		
			Subtotal		\$ 80,726	

Texas State University
STAR One Addition
Design Development Estimate
12/2/2014 updated 12/18/14

adjust sf
Total Building Area 15,534 sf

BASE BUILDING

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	SUBTOTAL
Slab on Grade						
6" SOG	15,534	sf	\$ 6.50	\$ 100,971		
			Subtotal		\$ 100,971	
Site Concrete						
Curb and Gutter	853	lf	\$ 14.00	\$ 11,942		
Add for Approaches	1	ea	\$ 3,500.00	\$ 3,500		
Concrete Sidewalks	6,685	sf	\$ 4.50	\$ 30,083		
Add for Stairs	70	sf	\$ 12.00	\$ 840		
Add for Handicap Ramps	3	ea	\$ 750.00	\$ 2,250		
					\$ 48,615	
Tilt Up Panels						
12" Tilt Wall Panels (Insulated)	8,600	sf	\$ 15.50	\$ 133,300		
Casting Beds (contractor means & method)	2,900	sf	\$ 4.00	\$ 11,600		
Erect Panels	23	ea	\$ 500.00	\$ 11,700		
			Subtotal		\$ 156,600	
			TOTAL DIVISION 03			\$ 479,787
DIVISION 04 - MASONRY						
Brick Masonry	2,900	sf	\$ 18.00	\$ 52,200		
Sculptstone Stars on Panels	19	ea	\$ 300.00	\$ 5,700		
			Subtotal		\$ 57,900	
			TOTAL DIVISION 04			\$ 57,900
DIVISION 05 - METALS						
Structural & Miscellaneous Steel						
Structural Columns and Beams	32	tn	\$ 4,500.00	\$ 143,301		
Steel Joists / Bridging	15	tn	\$ 4,000.00	\$ 59,029		
Canopy	825	sf	\$ 18.00	\$ 14,850		
Steel Roof Deck	15,534	sf	\$ 3.00	\$ 46,602		
Ships Ladder to Roof	1	ea	\$ 375.00	\$ 375		
Roof Hatch	1	ea	\$ 450.00	\$ 450		
Roof Screen - Framing / Metal Panel	660	sf	\$ 33.00	\$ 21,780		
Weld Plates at Panel Connections	208	ea	\$ 65.00	\$ 13,520		
Miscellaneous Steel / Kickers / Embeds	7	tn	\$ 3,000.00	\$ 20,971		
			Subtotal		\$ 320,878	
			TOTAL DIVISION 05			\$ 320,878
DIVISION 06 - WOOD AND PLASTICS						
Rough Carpentry						
Exterior Blocking and Bracing	16,000	sf	\$ 0.75	\$ 12,000		
Plywood @ Metal Roofing System	2,750	sf	\$ 2.00	\$ 5,500		
Interior Blocking and Bracing	15,534	sf	\$ 0.50	\$ 7,767		
			Subtotal		\$ 25,267	
Millwork						
Millwork - Vending Lower	16	fl	\$ 350.00	\$ 5,600		
Millwork - Office Upper/Lower	96	lf	\$ 475.00	\$ 45,600		
Millwork - Open Office	22	lf	\$ 350.00	\$ 7,700		

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BASE BUILDING

Total Building Area adjust sf
15,534 sf

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	SUBTOTAL
			Subtotal		\$	58,900
			TOTAL DIVISION 06			\$ 84,167

DIVISION 07 - Thermal & Moisture Protection

Insulation

3-1/2" Roof Insulation	17,100	sf	\$	1.75	\$	29,925
3-1/2" Rigid Insulation at Exterior Walls	7,472	sf	\$	2.00	\$	14,944
3-5/8" Batt Insulation at Exterior Walls	7,472	sf	\$	1.25	\$	9,340
			Subtotal		\$	54,209

Roofing & Metal Panels

Roofing System - Thermoplastic Membrane	14,350	sf	\$	9.00	\$	129,150
Roofing System - Standing Seam Metal	2,750	sf	\$	15.00	\$	41,250
Gutters and Downspouts at Metal Roof	140	lf	\$	20.00	\$	2,800
Downspouts	4	ea	\$	400.00	\$	1,600
Splash Blocks	4	ea	\$	20.00	\$	80
Parapet Cap	325	lf	\$	20.00	\$	6,500
Parapet Waterproofing	1,788	sf	\$	5.00	\$	8,938
Canopy at Entry	850	sf	\$	38.00	\$	32,300
Canopy at Entry	45	sf	\$	38.00	\$	1,710
Expansion Joint	90	lf	\$	22.00	\$	1,980
Misc Flashing/Coping	15,534	sf	\$	0.45	\$	6,990
			Subtotal		\$	233,298

Waterproofing / Caulking / Firestopping

Tilt-Wall Caulking	873	lf	\$	2.50	\$	2,183
Waterproofing / Misc. Caulking / Sealants	15,534	sf	\$	0.45	\$	6,990
Fire Stopping	1	ls	\$	5,000.00	\$	5,000
			Subtotal		\$	14,173

TOTAL DIVISION 07 \$ 301,680

DIVISION 08 Doors and Glazing

Glass and Glazing

Exterior Punched Openings	400	sf	\$	50.00	\$	20,000
Exterior Curtain Wall	1,593	sf	\$	70.00	\$	111,510
Glass Entry Door - Double	1	pr	\$	12,500.00	\$	12,500
Exterior HM Door - Double	1	ea	\$	3,000.00	\$	3,000
Interior Glass - Storefront (Base Drywall)	520	sf	\$	-	\$	-
Interior Glass - Windows	60	sf	\$	40.00	\$	2,400
			Subtotal		\$	149,410

Doors and Frames

Single Door/Frame/Hardware	8	ea	\$	1,400.00	\$	11,200
Double Door/Frame/Hardware - Conference	1	pr	\$	3,000.00	\$	3,000
Double Door/Frame/Hardware - Entry Interior	1	pr	\$	3,000.00	\$	3,000
Double Door/Frame/Hardware - HM Double	12	ea	\$	2,750.00	\$	33,000
Modify/Adjust Door @ Existing	1	ea	\$	1,000.00	\$	1,000
Single Door/Frame/Hardware (Alt. Sliding Glass)	7	ea	\$	1,400.00	\$	9,800
			Subtotal		\$	61,000

TOTAL DIVISION 08 \$ 210,410

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BASE BUILDING

adjust sf
Total Building Area 15,534 sf

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	SUBTOTAL
DIVISION 09 - Finishes						
Ceramic Tile						
Porcelain Floor Tile 1/2	390	sf	\$ 11.00	\$ 4,290		
Porcelain Floor Tile 3/4	250	sf	\$ 11.00	\$ 2,750		
Tile Base	130	lf	\$ 10.00	\$ 1,300		
Ceramic Wall Tile	1,170	sf	\$ 11.00	\$ 12,870		
			Subtotal		\$ 21,210	
Interior Partitions						
Framing and Backup at Brick	2,900	sf	\$ 6.00	\$ 17,400		
Framing and Back-Up at Tilt Wall	8,600	sf	\$ 3.50	\$ 30,100		
Interior Partitions (Base Drywall) Alt for Glass	520	sf	\$ 7.00	\$ 3,640		
Interior Partitions	552	lf	\$ 100.00	\$ 55,200		
Interior Partitions	575	lf	\$ 65.00	\$ 37,375		
Parapet Framing - 5'-5"	1,788	sf	\$ 10.00	\$ 17,875		
Sound Attenuation Blanket	1,127	sf	\$ 10.00	\$ 11,270		
			Subtotal		\$ 172,860	
Ceilings						
ACT - Coated	1,100	sf	\$ 5.00	\$ 5,500		
ACT	9,500	sf	\$ 3.75	\$ 35,625		
Drywall	625	sf	\$ 10.00	\$ 6,250		
Open to Structure	4,681	sf	\$ 1.50	\$ 7,022		
Soffit - Metal	690	sf	\$ 10.00	\$ 6,900		
			Subtotal		\$ 61,297	
Painting						
Miscellaneous	16,000	sf	\$ 0.50	\$ 8,000		
Interior Partitions	21,000	sf	\$ 1.25	\$ 26,250		
Interior Paint - Epoxy	7,000	sf	\$ 1.50	\$ 10,500		
Pressure Wash Tilt-Wall Panels	8,600	sf	\$ 0.35	\$ 3,010		
Paint Tilt-Wall Panels	8,600	sf	\$ 1.35	\$ 11,610		
			Subtotal		\$ 59,370	
Flooring						
Carpet Tile	3,635	sf	\$ 4.00	\$ 14,540		
Carpet Tile	800	sf	\$ 4.00	\$ 3,200		
Epoxy	4,735	sf	\$ 8.00	\$ 37,880		
VCT	4,100	sf	\$ 2.50	\$ 10,250		
VCT 1/2/3	855	sf	\$ 3.00	\$ 2,565		
Anti-Static	145	sf	\$ 4.50	\$ 653		
Floor Prep and Protection	16,000	sf	\$ 1.00	\$ 16,000		
Moisture Mitigation - Fluid Applied Moisture Barrier	4,955	sf	\$ 4.00	\$ 19,820		
Base - Cove	1,525	lf	\$ 1.80	\$ 2,745		
Base - Straight	525	lf	\$ 1.50	\$ 788		
Base - Epoxy	700	lf	\$ 10.00	\$ 7,000		
			Subtotal		\$ 115,440	
TOTAL DIVISION 09						\$ 430,177

DIVISION 10 - Specialties

Signage

Exterior Signage

by others

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adjust sf
Total Building Area 15,534 sf

BASE BUILDING

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	SUBTOTAL
Room and Directional Signage	1	allow	\$ 4,000.00	\$ 4,000		
			Subtotal		\$ 4,000	
Toilet Compartments						
Toilet Partitions	3	ea	\$ 1,200.00	\$ 3,600		
Toilet Partitions - ADA	2	ea	\$ 1,450.00	\$ 2,900		
			Subtotal		\$ 6,500	
Toilet Accessories						
Toilet Paper Dispenser - OFCI	5	ea	\$ 15.00	\$ 75		
Robe Hook	5	ea	\$ 25.00	\$ 125		
Grab Bars	2	set	\$ 245.00	\$ 490		
Soap Dispenser - OFCI	4	ea	\$ 15.00	\$ 60		
Soap Dispenser - OFCI Lab	5	ea	\$ 15.00	\$ 75		
Paper Towel Dispenser - OFCI	2	ea	\$ 25.00	\$ 50		
Recessed Trash Receptacle	2	ea	\$ 60.00	\$ 120		
Counters	8	lf	\$ 250.00	\$ 2,000		
Baby Changing Station	2	ea	\$ 425.00	\$ 850		
Napkin Disposal	3	ea	\$ 65.00	\$ 195		
Mirror	4	ea	\$ 250.00	\$ 1,000		
			Subtotal		\$ 5,040	
Miscellaneous						
Projection Screens - Multipurpose Motorized	2	ea	\$ 2,800.00	\$ 5,600		
Projection Screens - Conference Motorized	1	ea	\$ 2,800.00	\$ 2,800		
Projector Mount	3	ea	\$ 350.00	\$ 1,050		
Markerboards 5x2	13	ea	\$ 450.00	\$ 5,850		
Whiteboard 8x4	4	ea	\$ 800.00	\$ 3,200		
Corner Guard	8	ea	\$ 200.00	\$ 1,600		
Knox Box	1	ea	\$ 750.00	\$ 750		
Wall Protection - Acrovin Panel Wainscot - 100' x 4'H	400	lf	\$ 6.50	\$ 2,600		
			Subtotal		\$ 23,450	
Fire Protection Specialties						
Fire Extinguisher Cabinets	2	ea	\$ 350.00	\$ 700		
			Subtotal		\$ 700	
TOTAL DIVISION 10						\$ 39,690
DIVISION 11 - Equipment						
Hoods - 6'	4	ea	\$ 13,000.00	\$ 52,000		
Hoods - 4'	4	ea	\$ 11,500.00	\$ 46,000		
Casework	1	ls	\$ 165,000.00	\$ 165,000		
Upper	56	lf	Included Above			
Movable	60	lf				
Lower Casework	110	lf				
Miscellaneous Lab	1	ls	\$ 4,000.00	\$ 4,000		
Chemical Storage Cabinet	4	ea	\$ 2,500.00	\$ 10,000		
Lab Accessories	1	ea	\$ 3,500.00	\$ 3,500		
Security - See Electrical	1	allow	\$ -	\$ -		
			Subtotal		\$ 280,500	

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BASE BUILDING			Total Building Area		adjust sf	15,534	sf
DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	SUBTOTAL	
TOTAL DIVISION 11						\$	280,500
DIVISION 12 - Furnishings							
Window Shades at Punched Openings	400	sf	\$ 6.00	\$ 2,400			
			Subtotal		\$ 2,400		
TOTAL DIVISION 12						\$	2,400
DIVISION 13 - Special Construction							
			Subtotal		\$ -		
TOTAL DIVISION 13						\$	-
DIVISION 21 - Fire Protection							
Sprinkler System							
Sprinkler System	16,000	sf	\$ 2.75	\$ 44,000			
			Subtotal		\$ 44,000		
TOTAL DIVISION 21						\$	44,000
DIVISION 22 - Plumbing							
Equipment							
Hot Water Heating - Elec 40 Gal	1	ls	\$ 4,000.00	\$ 4,000			
HW Recirculation Pump	1	ea	\$ 2,800.00	\$ 2,800			
			Subtotal		\$ 6,800		
Domestic Water Distribution							
Domestic Water Piping	16,000	sf	\$ 2.30	\$ 36,800			
			Subtotal		\$ 36,800		
Sanitary Waste/Vent							
Sanitary Waste and Vent	16,000	sf	\$ 2.10	\$ 33,600			
			Subtotal		\$ 33,600		
Lab Piping							
Air Compressor w/ Pad and Enclosure	1	ea	\$ 20,000	\$ 20,000			
Piping	16,000	sf	\$ 2.00	\$ 32,000			
			Subtotal		\$ 52,000		
Storm Drainage							
Roof Drainage	16,000	sf	\$ 2.00	\$ 32,000			
			Subtotal		\$ 32,000		
Fixtures/ Equipment							
Water Closet	5	ea	\$ 1,200.00	\$ 6,000			
Urinal	1	ea	\$ 1,400.00	\$ 1,400			
Counter Mounted Lavatory - Restroom	4	ea	\$ 900.00	\$ 3,600			
Sink Vending	1	ea	\$ 1,000.00	\$ 1,000			
Lab Sink	5	ea	\$ 1,300.00	\$ 6,500			
Drinking Fountain	1	ea	\$ 2,000.00	\$ 2,000			
Emergency Shower - Recessed	1	ea	\$ 2,500.00	\$ 2,500			
Eye Wash	4	ea	\$ 1,000.00	\$ 4,000			
Mop Sink - Floor Mtd Precast Terrazzo	1	ea	\$ 1,600.00	\$ 1,600			
Floor Drains	2	ea	\$ 288.00	\$ 576			

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adjust sf

BASE BUILDING

Total Building Area 15,534 sf

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	SUBTOTAL
Floor Sink - Acid Resistant	2	ea	\$ 620.00	\$ 1,240		
Rough-In / Connect Fixtures	23	ea	\$ 500.00	\$ 11,500		
Hose Bibs at Roof	3	ea	\$ 250.00	\$ 750		
Add for Automatic Sensor Control on Lavatories/Tollets	10	ea	\$ 250.00	\$ 2,500		
Fixture Carriers	16	ea	\$ 350.00	\$ 5,600		
			Subtotal		\$ 50,766	
Miscellaneous						
Testing/Sterilize	1	allow	\$ 3,000.00	\$ 3,000		
Miscellaneous	16,000	sf	\$ 0.25	\$ 4,000		
Access Doors	1	allow	\$ 600.00	\$ 600		
			Subtotal		\$ 7,600	
			TOTAL DIVISION 22			\$ 219,566

DIVISION 23 - HVAC

Rooftop Package Unit

RTU 10 Ton - Meeting Areas	1	ea	\$ 13,200.00	\$ 13,200		
RTU 5 Ton - Office Area	2	ea	\$ 8,436.00	\$ 16,872		
RTU 5 Ton - Conference, Public Toilet, Lobby	1	ea	\$ 8,436.00	\$ 8,436		
RTU 10 Ton - Lab/Maker Space	7	ea	\$ 18,800.00	\$ 131,600		
			Subtotal		\$ 170,108	

Exhaust Fans

Lab Exhaust Fans	2	ea	\$ 20,000.00	\$ 40,000		
Special Exhaust	1	ea	\$ 10,000.00	\$ 10,000		
Toilet Exhaust Fan	2	ea	\$ 1,200.00	\$ 2,400		
			Subtotal		\$ 52,400	

Air Distribution

Ductwork/Insulation/Supply	16,000	sf	\$ 10.00	\$ 160,000		
			Subtotal		\$ 160,000	

Controls

Lab Controls	4	ea	\$ 10,000.00	\$ 40,000		
DDC Controls	16,000	sf	\$ 4.00	\$ 64,000		
			Subtotal		\$ 104,000	

Miscellaneous

Vibration Isolation	8	ea	\$ 400.00	\$ 3,200		
Mechanical Identification	1	ls	\$ 350.00	\$ 350		
HVAC Test and Balance - Coordination w/ Owner TAB Contr.	16,000	sf	\$ 0.15	\$ 2,400		
Equipment Rigging Rental	1	ls	\$ 3,500.00	\$ 3,500		
Condensate Drain	11	ea	\$ 200.00	\$ 2,200		
			Subtotal		\$ 11,650	

TOTAL DIVISION 23

498,158

DIVISION 26 - Electrical

Electrical Service/Distribution

Primary Equipment

Primary Transformer - By Utility Company	1	ea	\$ -	\$ -		
Main Distribution/Transformers						
Equipment	16,000	sf	\$ 7.00	\$ 112,000		
Emergency						

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adjust sf
Total Building Area 15,534 sf

BASE BUILDING

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	SUBTOTAL
Assumed to be Existing	16,000	sf	\$ 0.20	\$ 3,200		
Motor Connections						
Motor and Equipment Connects	16,000	sf	\$ 1.50	\$ 24,000		
Lab Connections	16	ea	\$ 350.00	\$ 5,600		
			Subtotal		\$ 144,800	
Distribution						
Motor Feeders and Feeders						
Motor Feeders	16,000	sf	\$ 0.75	\$ 12,000		
Equipment Feeders	16,000	sf	\$ 2.00	\$ 32,000		
Lighting and Power Branch						
Power and Lighting Branch	16,000	sf	\$ 6.50	\$ 104,000		
			Subtotal		\$ 148,000	
Lighting Fixtures - No Schedule						
Lighting Fixtures	1	ls	\$ 135,000.00	\$ 135,000		
Fixture - Type 2x4	111	ea	Included Above			
Fixture - Type 2x2	4	ea	Included Above			
Fixture - Type 1x4	37	ea	Included Above			
Fixture - Type Downlight	96	ea	Included Above			
Fixture - Type Exterior	13	ea	Included Above			
Fixture - Entry	3	ea	Included Above			
Fixture - Wall Mounted	12	ea	Included Above			
Fixture - Exit	6	ea	Included Above			
Site Lighting Fixtures	4	ea	\$ 5,000.00	\$ 20,000		
			Subtotal		\$ 155,000	
Devices						
Power Devices and Wire Mold	16,000	sf	\$ 1.50	\$ 24,000		
Building Lighting Control and Conference	16,000	sf	\$ 1.25	\$ 20,000		
			Subtotal		\$ 44,000	
			TOTAL DIVISION 26			\$ 491,800
DIVISION 27 - Communications						
Communications						
Data and Communications - Rough-In Backbox & Conduit	16,000	sf	\$ 5.30	\$ 84,800		
					\$ 84,800	
			TOTAL DIVISION 27			\$ 84,800
DIVISION 28 - Electronic Safety and Security						
Life Safety Systems						
Fire Alarm Systems						
Fire Alarm System	16,000	sf	\$ 2.50	\$ 40,000		
			Subtotal		\$ 40,000	\$ 2.11
Lightning Protection and Grounding						
Lightning Protection	16,000	sf	\$ 1.20	\$ 19,200		
			Subtotal		\$ 19,200	
Security						
Security Systems						

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					adjust sf	
BASE BUILDING					Total Building Area	15,534 sf
DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	SUBTOTAL
Security System - Rough-In Backbox and Conduit	16,000	sf	\$ 0.25	\$ 4,000		
			Subtotal		\$ 4,000	
TOTAL DIVISION 28						\$ 63,200
DIVISION 32 - EXTERIOR IMPROVEMENTS						
Pavements						
2" HMA / 8" Lime Stab / 10" Crushed Limestone Base	29,185	sf	\$ 3.75	\$ 109,444		
7" Concrete Paving / 8" Lime Stab		sf	\$ 7.00	\$ -	All Asphalt	
Pavement Marking	55	ea	\$ 35.00	\$ 1,925		
Handicap Signage	7	ea	\$ 175.00	\$ 1,225		
Wheel Stops	15	ea	\$ 45.00	\$ 675		
Bollards - Allow	4	ea	\$ 150.00	\$ 600		
			Subtotal		\$ 113,869	
Site Development						
Trash Containers/Recycling Containers/Benches/Bicycle Racks	1	ls	\$ 10,000.00	\$ 10,000		
			Subtotal		\$ 10,000	
Earthwork						
SWPPP - Construction Entrance	2	ea	\$ 1,500.00	\$ 3,000		
SWPPP - Silt Fence	950	lf	\$ 2.50	\$ 2,375		
SWPPP - Maintenance	1	ea	\$ 3,500.00	\$ 3,500		
Building Pad - Excavation	4,086	cy	\$ 8.00	\$ 32,688		
Haul on Site	5,108	cy	\$ 5.00	\$ 25,538		
Building Pad - Select Fill	5,448	cy	\$ 15.00	\$ 81,720		
Site Grading	90,000	sf	\$ 0.40	\$ 36,000		
Fine Grade	50,000	sf	\$ 0.30	\$ 15,000		
Dewatering	1	ls	\$ 5,000.00	\$ 5,000		
			Subtotal		\$ 195,946	
Landscaping & Irrigation						
Mow Strip	345	lf	\$ 4.50	\$ 1,553		
Rainwater Harvesting	1	allow	\$ 50,000	\$ 50,000		
Landscape Area/Irrigation	22,000	sf	\$ 6.00	\$ 132,000		
			Subtotal		\$ 183,553	
TOTAL DIVISION 32						\$ 503,367
DIVISION 33 - UTILITIES						
Domestic and Fire System						
Domestic Water Line 6" PVC	100	lf	\$ 26.00	\$ 2,600		
Metering	1	ea	\$ 7,300.00	\$ 7,300		
Fire Water Line 12" PVC	110	lf	\$ 34.00	\$ 3,740		
Demo/Replace Paving at Crossing	100	sf	\$ 18.00	\$ 1,800		
Domestic/Fire Water - Tie to Existing	2	ea	\$ 3,100.00	\$ 6,200		
			Subtotal		\$ 21,640	

Sanitary System

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BASE BUILDING

Total Building Area 15,534 adjust sf sf

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	SUBTOTAL
Sanitary System	160	lf	\$ 36.00	\$ 5,760		
Cleanouts	3	ea	\$ 550.00	\$ 1,650		
Sanitary System - Tie to Existing	1	ea	\$ 1,600.00	\$ 1,600		
			Subtotal		\$ 9,010	
Storm Sewer						
Allow for Modification to Existing	1	ls	\$ 35,000.00	\$ 35,000		
			Subtotal		\$ 35,000	
Site Electrical						
See Alternate for Primary Power						
Site Communications	1	ls	\$ 40,000.00	\$ 40,000		
			Subtotal		\$ 40,000	
			TOTAL DIVISION 33			\$ 105,650
			TOTAL COST OF CONSTRUCTION			\$ 4,322,482

SEE SUMMARY SHEET FOR MARKUPS

Texas State University
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ALTERNATE 1 - Driveway from service road to new parking area

New Driveway - Asphalt	4,516	sf	\$	3.50	\$	15,806
New Curb and Gutter	382	lf	\$	12.00	\$	4,584
Lighting	1	ls	\$	10,000.00	\$	10,000
Earthwork and Paving Prep	4,516	sf	\$	1.25	\$	5,645
Subtotal					\$	36,035
Markups				30.00%	\$	10,811
TOTAL ALTERNATE 1					\$	46,846

ALTERNATE 2 - Additional Parking

New Parking - Asphalt	25,355	sf	\$	3.50	\$	88,743
New Curb and Gutter	1,131	lf	\$	12.00	\$	13,572
Pavement Marking	62	ea	\$	35.00	\$	2,170
Lighting	1	ls	\$	20,000.00	\$	20,000
Island Landscaping	1,966	sf	\$	4.00	\$	7,864
Earthwork and Paving Prep	25,355	sf	\$	1.25	\$	31,694
Subtotal					\$	164,042
Markups				30.00%	\$	49,213
TOTAL ALTERNATE 2					\$	213,255

ALTERNATE 3 - Buildout of Maker Space

Build-Out - Casework/Sink	1,336	sf	\$	40.00	\$	53,440
Subtotal					\$	53,440
Markups				30.00%	\$	16,032
TOTAL ALTERNATE 3					\$	69,472

ALTERNATE 4 - Glass Partitions at Enclosed Offices and Collaboration Area

Interior Glass System	520	sf	\$	75.00	\$	39,000
Double Door/Frame/Hardware - Conference Add	1	pr	\$	2,500.00	\$	2,500
Double Door/Frame/Hardware - Entry Interior Add	1	pr	\$	2,500.00	\$	2,500
# Sliding Glass - Add	7	pr	\$	3,500.00	\$	24,500
Subtotal					\$	68,500
Markups				30.00%	\$	20,550
TOTAL ALTERNATE 4					\$	89,050

ALTERNATE 5 - High Voltage Electrical

Site Electrical	1	ls	\$	100,000.00	\$	100,000
Subtotal					\$	100,000
Markups				30.00%	\$	30,000
TOTAL ALTERNATE 5					\$	130,000

Cost Comparison

The following are projects completed by PhiloWilke Partnership in southeast Texas within the last five years that have similar characteristics to the Center for Research Commercialization.

	NMR Facility	Convenient Care Center	*Center for Research Commercialization	STAR One Addition
Owner	TAMU	Memorial Hermann	TxSt	TxSt
Date	2009	2014	2012	2014
Delivery	CMaR	CMaR	CMaR	CMaR
Contractor	Vaughn	Tellepsen	ACI	H&W
Square Feet	37,000	40,000	20,000	16,000
Construction Cost	\$12,900,000	\$18,600,000	\$5,088,000	\$5,683,136
Escalation	\$13,892,308	\$18,600,000	\$5,462,588	\$5,683,136
Cost per SF	\$375	\$465	*\$275	\$355

*The Center for Research and Commercialization is a 20,000 sf facility with 6,333 sf built as shell space for future expansion of the laboratories. Currently the shell space is under construction for laboratory finish-out at a construction cost of \$1,750,000. This effectively increases the construction cost for the total project to \$7,212,588 (\$360/sf).

TSUS: Additions to Capital Improvements Program

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

The Bernard Johnson Coliseum Renovation project and the Strahan Coliseum Locker Room Renovations project be added to the TSUS Capital Improvements Program.

Explanation

The projects described below are proposed to be added to the CIP prior to the annual update of the CIP in May 2015. Information regarding these projects is attached to this motion. The Board's approval of this motion will add these projects to the CIP and authorize the components to begin programming and design and to expend an amount not to exceed 4% of the Total Project Cost associated with each project to bring each project through Design Development.

The projects included in this motion are as follows:

Sam Houston State University

The Bernard Johnson Coliseum Renovation is a renovation of this nearly 40-year old facility. The project will add 1,000 seats and will upgrade and renovate the building infrastructure and spaces. It is proposed to be funded by TSUS revenue bonds and initiated in FY 2015. The preliminary project cost is \$9,500,000.

Texas State University

The Strahan Locker Room Renovations is a renovation of the locker rooms in Strahan Coliseum. The current Strahan Coliseum Court lockers are outdated and are not adequate to serve male and female student athletes. Proposed funding is from Auxiliary Funds and project initiation is scheduled for FY 2015. The preliminary project cost is \$3,599,232.

CIP Project Information Form

Project Name:	Bernard Johnson Coliseum Renovation
Component:	Sam Houston State University
Program Year:	FY 2015
New or Amended:	New
On Campus Master Plan?	Yes
Project Type:	Athletic
Gross square footage:	92,587
Site/Location:	SHSU Main Campus – existing facility
Project Need:	The proposed renovation for the Coliseum includes replacement of the original 1976 mechanical equipment, additional 1,000 seat capacity, ADA upgrades to restrooms, renovation to dressing & training rooms and build out of approximately 4,000 square feet. These renovations will not only address many facility issues but also support the University's strategic plan as the coliseum was built in 1976 for 12,000 students. And now in 2015, the campus enrollment is over 20,000. This facility supports the Athletic, Recreational Sports and Academic programs along with local community needs as well..
Preliminary Project Cost:	\$9,500,000
Source(s) of Funding:	TSUS Revenue Bonds
Comments:	Preliminary project cost is based on a third-party estimate.

CIP Project Information Form

Project Name:	Strahan Locker Room Renovations
Component:	Texas State University
Program Year:	FY 2015
New or Amended:	New
On Campus Master Plan?	Yes
Project Type:	Athletic
Gross square footage:	6,400
Site/Location:	Strahan Coliseum 700 Aquarena Springs Drive San Marcos, TX 78666
Project Need:	<p>This project was included in the 2014 update of the CIP as part of the comprehensive Expansion and Renovations of the Strahan Coliseum. The need to accelerate this portion of the project and complete the locker room renovations sooner than the larger project has led to the need to break this out as a separate project. The scope and execution phasing of the locker room work will be coordinated with the overall future Expansion project to avoid duplication of effort or wasted effort. This adds new men's and women's locker rooms for basketball, additional storage, and frees up space to renovate current offices and locker rooms.</p> <p>The Department of Athletics provides a competitive, diverse, equitable sports program that creates opportunities for student-athletes to earn a degree, develop into ethical, well-rounded, civic minded individuals and achieve individual athletic potential. As the University enrollment exceeds 36,000 students, Texas State University is taking the opportunity to expand its athletics facilities to better serve the student athletes.</p>
Preliminary Project Cost:	\$3,599,232
Source(s) of Funding:	Auxiliary Funds
Comments:	Preliminary project cost is based on a third-party estimate.

**Texas State University System
Planning and Construction**

CONSENT ITEMS

5. TSUS: CONSENT: Planning and Construction Report
6. TSUS: CONSENT: Design Development Project Funding - Bond Proceeds
7. TSUS: CONSENT: Final Report - Jackson Field House (SRSU)
8. TSUS: CONSENT: Final Report Performing Arts Center Recital Hall and Theatre (TXST)
9. TSUS: CONSENT: Final Report Performing Arts Center South Chill Plant (TXST)
10. TSUS: CONSENT: Final Report Performing Arts Center Streets and Grounds (TXST)
11. TSUS: CONSENT: Final Report Performing Arts Center University Drive Parking Garage (TXST)

EXECUTIVE SUMMARY

Planning and Construction Report

February 2015

Following this Executive Summary are the following items:

1. Spreadsheet summarizing the status of TSUS capital projects as of January 15, 2015.
2. Brief summaries of project status for each TSUS project, listed by Component and current phase of project.

TSUS presently has ten projects valued at approximately \$162 million in the planning stage, a 15% increase from the previous calendar quarter, reflecting new programming efforts for projects intended to be initiated later this calendar year. Currently, eight projects are in design valued at approximately \$148 million. Eleven projects valued at approximately \$139 million are in various stages of construction but have not yet reached substantial completion. Excluding projects that have reached substantial completion, we have approximately \$450 million in projects in planning, design or construction that are moving forward, an increase of about 11% from the previous

quarter. The preceding summary excludes projects under \$1 million that are proceeding under Presidential authority.

We are continuing to see escalation of as much as 16% in construction costs for calendar 2014 over the previous year. Shortages in materials and in various trades are creating cost and schedule challenges to our projects.

This Spring, we will be working with the Components to update the Capital Improvements Program (CIP) for presentation at the May 2015 Board of Regents meeting. In connection with that update, we will be updating the preliminary project cost of CIP projects to reflect this upward trend in construction costs. In addition, several projects will be revised to include additional scope and related costs. In each case, we will work with the Components to make the CIP as useful a planning tool as possible for TSUS.

February, 2015

TSUS Capital Projects (funding identified)

Component	Project Name	Est. Cost	Phase	Construction Start	Construction Finish	Notes
LIT	Technology Training and Education Buildings	\$ 2,790,000.00	8-Close-out	June, 2012	August, 2013	Final report is expected for May 2015 Board of Regent meeting.
LSC-O	Nursing and Classroom Building	\$ 10,181,120.00	8-Close-out	November, 2012	August, 2013	Final report is expected for May 2015 Board of Regent meeting.
LSC-PA	Student Housing	\$ 6,600,000.00	2-Planning	TBD	TBD	
LU	Renovation of Setzer Center	\$ 8,200,000.00	2-Programming	TBD	August, 2021	Phased construction is expected to begin in 2016.
LU	Regional Center for Innovation and Commercialization	\$ 11,110,500.00	6-Construction Documents	August, 2015	December, 2016	Funded by a HUD grant administered through GLO.
LU	Wayne A. Reaud Building	\$ 25,028,340.00	7-Construction	October, 2014	February, 2016	Groundbreaking was held on October 7, 2014.
LU	New Softball Field	\$ 2,000,000.00	7-Construction	October, 2014	May, 2015	Authority for project execution has been delegated to the University.
SHSU	Thomason Building Re-Purpose	\$ 8,100,000.00	2-Programming	TBD	TBD	
SHSU	South Dining	\$ 15,000,000.00	5-Design Development	TBD	August, 2016	Design development approval is on the agenda for the February, 2015 Board meeting.
SHSU	Fred Pirkle Engineering Technology Center	\$ 22,000,000.00	5-Design Development	TBD	November, 2016	Design development approval is on the agenda for the February, 2015 Board meeting.
SHSU	South Residence Complex	\$ 67,400,000.00	6-Construction Documents	TBD	August, 2017	
SHSU	South District Parking & Related Infrastructure	\$ 4,323,934.00	7-Construction	October, 2014	Spring, 2015	
SHSU	Woodlands Level 4 Nursing Build-out	\$ 1,000,000.00	7-Construction	November, 2013	TBD	Phase 1 was substantially complete on January 12, 2015. Phase 2 pending funding.
SHSU	Sciences Annex	\$ 1,625,000.00	7-Construction	June, 2014	December, 2014	Formerly known as Sycamore Vivarium. Substantial completion on December 12, 2014
SHSU	Student Health and Counseling Center Expansion	\$ 11,332,000.00	7-Construction	October, 2013	August, 2014	Substantial completion occurred on August 22, 2014.
Sul Ross	Motion Capture Lab	\$ 400,000.00	2-Planning	TBD	December, 2015	
Sul Ross	Campus Access (Phase I)	\$ 1,106,600.00	5-Design Development	TBD	December, 2015	
Sul Ross	Jackson Field Improvements	\$ 1,325,000.00	8-Close-out	July, 2013	November, 2013	Final report is included with materials for the February 2015 Board of Regents meeting.
TxST	Alkek Library Learning Commons	\$ 2,500,000.00	2-Programming	TBD	TBD	
TxST	Alkek Library Repository	\$ 5,900,000.00	2-Programming	TBD	TBD	
TxST	DHRL Blanco Hall Renovations	\$ 20,700,000.00	2-Programming	TBD	TBD	
TxST	CoGeneration Plant Gas Turbines	\$ 45,000,000.00	2-Planning	TBD	TBD	Public-private partnership is expected delivery method for this project.
TxST	LBJ Student Center Renovation	\$ 15,010,624.00	2-Planning	TBD	TBD	Architectural Space Study was delivered in June, 2014.
TxST	Strahan Expansion and Renovations	\$ 49,440,000.00	2-Planning	TBD	TBD	Feasibility study is complete.
TxST	JC Mitte Renovations	\$ 9,496,925.00	4-Schematic Design	June, 2015	May, 2016	
TxST	Alkek Library Renovations	\$ 14,035,700.00	4-Schematic Design	May, 2016	July, 2017	
TxST	STAR One Expansion	\$ 8,000,000.00	5-Design Development	August, 2015	June, 2016	Design development approval is on the agenda for the February, 2015 Board meeting.
TxST	Jones Dining Hall Renovation	\$ 18,619,805.00	7-Construction	December, 2014	August, 2016	
TxST	Bobcat Trail Mall Redevelopment	\$ 5,488,888.00	7-Construction	June, 2014	December, 2015	
TxST	Bobcat Trail Utility Updates	\$ 6,300,000.00	7-Construction	June, 2014	December, 2015	
TxST	STAR One Finish-Out	\$ 2,125,000.00	7-Construction	October, 2014	July, 2015	Finish-out of shelled space proceeding under delegated authority to the University.
TxST	Electrical Infrastructure Upgrades	\$ 11,800,000.00	7-Construction	January, 2012	June, 2016	Phase 1 was substantially complete in January 2013.
TxST	Residence Life Housing, Phase II: Moore Street Housing	\$ 59,834,337.00	7-Construction	June, 2014	May, 2016	
TxST	RF Mitte Renovations	\$ 2,750,000.00	7-Construction	June, 2014	August, 2015	University has delegated authority to execute this multi-year, multi-phase renovation.
TxST	Comal Building Renovation	\$ 13,850,000.00	8-Close-out	May, 2013	June, 2014	Substantial completion occurred in June, 2014. Facility is occupied and in use.
TxST	Performing Arts Center Complex	\$ 83,243,646.00	8-Close-out	August, 2011	September, 2013	Final reports are included with the materials for the February, 2015 Board meeting.
TxST	Department of Housing and Residence Life: Phase I West Campus	\$ 60,468,000.00	8-Close-out	November, 2012	June, 2014	Facility is occupied and in use as of Fall, 2014.

TOTAL: \$ 634,085,419.00

February, 2015

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

Component	Project Name	Est. Cost	Phase	Construction Start	Construction Finish	Notes
LIT	Student Service Learning Center	\$ 16,200,000.00	On hold - funding	TBD	TBD	Programming is complete. Project is the subject of a TRB request.
LIT	TA Buildings Renovation/Replacement	\$ 16,500,000.00	On hold - funding	TBD	TBD	Programming is complete. Project is the subject of a TRB request.
LSC-O	Multipurpose Building	\$ 12,500,000.00	On hold - funding	TBD	TBD	Programming is complete. Project is the subject of a TRB request.
SHSU	Biology Laboratory Building	\$ 60,000,000.00	On hold - funding	TBD	TBD	Programming is ongoing. Project is the subject of a TRB request.
SHSU	CMIT/LEMII/PRC Facility & Infrastructure	\$ 43,750,000.00	On hold - funding	TBD	TBD	Master plan for the 78 acre tract was approved in August, 2014.
SHSU	Gibbs Ranch Equine Arena	\$ 10,300,000.00	On hold - funding	TBD	TBD	Programming is complete.
SHSU	Gibbs Ranch Plant Science Field Lab	\$ 4,216,000.00	On hold - funding	TBD	TBD	Programming complete. Project cost updated in August 2014.
SHSU	I-45 Recreational Complex	\$ 10,000,000.00	On hold - funding	TBD	TBD	Reprogramming approved in August 2013.
SHSU	Lowman Student Center Expansion	\$ 34,500,000.00	On hold - funding	TBD	TBD	Programming is complete. Project cost updated in August 2014.
TxST	Baseball/Softball Team Building	\$ 8,129,557.00	On hold - funding	TBD	TBD	Feasibility study was completed in February, 2014.
TxST	Engineering and Science Building	\$ 107,012,293.00	On hold - funding	TBD	TBD	Programming is complete. Project is the subject of a TRB request.
TxST	Music Building	\$ 56,705,000.00	On hold - funding	TBD	TBD	Programming complete. Project cost updated in August 2014.
TxST	RRHEC #3 (Health Professions 1)	\$ 67,583,621.00	On hold - funding	TBD	TBD	Programming is complete. Project is the subject of a TRB request.
TxST	RRHEC #4 (Health Professions 2)	\$ 35,000,000.00	On hold - funding	TBD	TBD	Programming complete. Project cost updated in August 2014.

TOTAL: \$ 482,396,471.00

Detailed Breakdown

Project Phase	Number of Projects	Total Project Value	Percent of Total
Planning/Programming	10	\$ 161,850,624.00	25.53%
Design (pre-Board approval)	5	\$ 68,532,625.00	10.81%
Design (post-approval)	3	\$ 79,617,100.00	12.56%
Construction*	11	\$ 139,270,304.00	21.96%
Post-substantial completion**	8	\$ 184,814,766.00	29.15%
TOTAL:	37	\$ 634,085,419.00	100%

*See chart below for detail

**Includes projects in close-out

Projects In Construction

FY	Number of Projects	Total Project Value	Percent of Total
Completion FY 2015	4	\$ 11,198,934.00	8.04%
Completion FY 2016	7	\$ 128,071,370.00	91.96%
TOTAL:	11	\$ 139,270,304.00	100%

**Lamar Institute of Technology
Summary
(as of January 15, 2015)**

I. Project Planning & Programming

1) Student Service Learning Center

Programmer: Facility Programming & Consulting Est. Cost: \$16,200,000

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 will be initiated in FY2016, pending Tuition Revenue Bond funding.

2) TA Buildings Renovations/Replacement (5 Buildings)

Programmer: Facility Programming & Consulting Est. Cost: \$16,500,000

Phase 3 of 3 of the Programming is 100% complete. This project is on the Capital Improvements Program and will be initiated in FY2015, pending Tuition Revenue Bond funding.

II. Design/Construction Document Phase

N/A

III. Construction Phase

The Technology & Training and Education Buildings

Architect: The LaBiche Group	Est. Cost:	\$2,790,000
Construction Manager-At-Risk	Est. Completion:	August 23, 2013

The project was completed and the buildings were dedicated in a ceremony on October 2, 2013 and named the Tommy Williams Technology Training and Education Buildings. The final inspection and project closeout documents are completed.

IV. Completed Projects

N/A

**Lamar State College-Orange
Summary
(as of January 15, 2015)**

I. Project Planning & Programming

1) Multipurpose Building

Programmer: Facility Programming and Consulting Est. Cost: \$12,500,000
Est. Completion: TBD

A Multipurpose Building is needed to provide space for both the College Success and Continuing and Workforce Education programs. Proposed building is 29,016 square feet. Included with the building project is a provision for electrical upgrades needed to connect new building to the central plant. The building will be located on the northeast corner of the campus which is currently not served by the central plant operations. Programming of the new building is complete. The funding for this project has been requested in the 2016-2017 Legislative Appropriation Request. Construction of this building is contingent upon receipt of Tuition Revenue Bond funding.

II. Design/Construction/Document Phase

N/A

III. Construction Phase

2) Nursing and Classroom Building

Architect/Engineer: PBK Architects Est. Cost: \$10,181,120
Construction Manager-At-Risk: SpawGlass Est. Completion: August 2013
Project Manager: Hill International, Inc.

A notice to proceed with the construction phase of the project was issued to the Construction Manager-At-Risk, SpawGlass, on September 12, 2012. The project includes the replacement of three cooling towers at the Central Plant to gain efficiencies and allow connectivity to the new building. The project is 100% complete. The building is fully occupied and clinical labs previously held off site, within a hospital environment for simulation classes, are now conducted in the new building's state of the art Simulation Lab. Project close-out is in process.

V. Completed Projects

N/A

**Lamar State College-Port Arthur
Summary
(as of January 15, 2014)**

I. Project Planning & Programming

1) Student Housing Project

Developer: TBD

Est. Cost:	\$6,600,000
Est. Completion:	TBD

Due to a material change in the required scope of the project, the previous solicitation for a developer was terminated. The College commissioned a study to determine the feasibility of a dining facility in existing campus space. It was determined that the preferred solution is to design the individual housing units with kitchen-type facilities. Additional work regarding the financial feasibility of the project is ongoing.

II. Design/Construction/Document Phase

N/A

III. Construction Phase

N/A

IV. Completed Projects

N/A

**Lamar University
Summary
(as of January 15, 2015)**

I. Project Planning & Programming

1) Renovation of Setzer Student Center

Programming Firm: Facility Programming & Consulting	Est. Cost: \$8,200,000.00
	Est. Completion: 2021

This project will accomplish selective demolition and total renovations of the existing Setzer Student Center Building over three phases starting in 2016. It will include administrative support areas, general faculty and staff offices, student activities center for welcoming new or potential students and classrooms, meeting areas and ballroom. The project is currently in the programming phase, which is expected to be complete in December 2015.

II. Design/Construction Document Phase

2) Softball Field

Architect: Brown Reynolds Watford Architects	Est. Cost: \$2,000,000
Contractor: ALLCO	Est. Completion May 13, 2015

Lamar University is initiating play in Women's NCAA Division 1 Softball and anticipates joining conference play in the spring of 2015. The University desires to construct a Competition Softball Complex to be completed by the first home game in March 6, 2015. The preliminary budget for the complex is in the range of \$1.5 to \$2.0 million. The new softball complex will be located adjacent to the recently constructed competition soccer complex and will share support facilities including parking and a support building that houses locker rooms, offices, restrooms, and concessions. The softball complex will be designed to meet NCAA Division 1 standards and will include a lighted, natural grass field, seating for 400 to 500 spectators, hitting/pitching practice facilities, and a storage facility. Authority to execute this project has been delegated to the President. The construction start date was October 15, 2014.

3) Regional Center for Innovation and Commercialization

Programming/Architect: Long Architects Inc.	Est. Cost: \$11,110,500
Contractor: KBR Building Group, LLC	Est. Completion: December 2016
Project Manager: Hill International	

Lamar University entered into a contract with the Texas General Land Office (administrator of federal disaster recovery grant funding provided by the U.S. Department of Housing and Urban Development in response to Hurricane Ike) to construct a Regional Center for Innovation and Commercialization on the campus of the University to be funded by a HUD grant. The Innovation and

Commercialization Center will house a Technology Business Incubator with space and infrastructure to help develop and grow new technology-based businesses. The Center will include training facilities, a Small Business Development Center, the Institute for Entrepreneurial Studies and several anchor tenants. The building will include classrooms, offices and necessary service areas and infrastructure. The facility has been currently reduced in design to 20,615 square feet for future tenants. The project is in the Design Development phase. In August 2014, the Board of Regents authorized the University to provide up to \$1 million in additional funding for this project if necessary. The anticipated construction start date is August 2015.

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

Architect: Page	Est. Cost:	\$25,028,340
Contractor: SpawGlass Construction Corp.	Est. Completion:	February 2016
Project Manager: Hill International		

The preliminary strategy for the Brooks-Shivers Residence Hall was to demolish all three Buildings A, B and C and build a new 2-story structure along with the reprogramming of the building. All three buildings have been demolished. The New Administration & Honors Building will house the Lamar University President's Office including all administrative support personnel that are under the President, Human Resources, Institutional Research & Reporting, Honors Student Program, general faculty and staff offices, a student activities center for welcoming new or potential students, new parking and Computer Floor and IT Department Offices and a conference center. The Design Development documents were approved by the Board of Regents in August 2014. The construction of the Project is divided into two construction packages. The initial package was released for construction on November 3, 2014.

III. Construction Phase

N/A

IV. Completed Projects

N/A

**Sam Houston State University
Summary
(as of January 15, 2015)**

I. Project Planning & Programming

1) Thomason Building Re-Purpose

Programmer: Facilities Programming and Consulting Est. Cost: \$8,100,000

The existing occupants will be moving to the new Fred Pirkle Engineering Technology Center currently scheduled to open Spring 2017. The programming reconfigures the interior spaces to support conversion from academic to administrative space, as well as renovations to bring this 1952 building up to current building, life-safety and accessibility requirements and to address aging building systems.

2) Biology Laboratory Building (formerly Health and Life Sciences Building)

Programmer: Facility Programming & Consulting Est. Cost: \$60,000,000

This project is in programming in anticipation of a Tuition Revenue Bond request. The predecessor project, the Biology, Nursing and Allied Health Building, was not funded. The building is proposed to include biology laboratories, with instructional, research and administrative areas for Biology. The building is proposed to contain approximately 83,000 gross square feet.

3) CMIT/LEMIT/PRC Facility & Infrastructure

Programmer: Facilities Programming and Consulting Est. Cost: \$43,750,000

Correction Management Institute of Texas (CMIT) and Law Enforcement Management Institute of Texas (LEMIT) are expanding their services to the law enforcement community throughout the state and nation. These activities are located in the George J. Beto Criminal Justice Center (Beto CJC) where Sam Houston State University's Criminal Justice (CJ) academic program is housed. By relocating the non-academic programs off campus, SHSU's Criminal Justice College will be able to expand as anticipated. The Police Research Center (PRC) has been a long-term endeavor to develop a comprehensive police information management system, the Criminal Research, Information Management, and Evaluation System (CRIMES), which also be located in the new facility. Programming was approved in November 2013. The project will be located north of main campus on 78 acres which were transferred by Texas Department Criminal Justice to TSUS for the use of Sam Houston State University in the 83rd Legislative Session. This parcel has been master planned with this project being part of the first phase.

4) Gibbs Ranch Equine Arena

Programmer: Facilities Programming and Consulting Est. Cost: \$10,300,000

The project was previously included in the FY2014-2019 CIP as Gibbs Ranch Ag Arena. Due to the specialized need for program specific functionality the project was separated from the existing Capital Improvements Program project. The new facility will support the academic growth in equestrian and animal sciences, as the Department of Agricultural and Industrial Sciences continues to set enrollment records. Equine Science is one of the more rapidly growing areas and currently serves as an optional minor for students. Programming was approved in June 2014 and is part of the Capital Campaign for funding.

5) Gibbs Ranch Plant Science Field Lab

Programmer: Facilities Programming and Consulting Est. Cost: \$4,216,000

The project is envisioned as a replacement facility for the existing Horticulture operations currently at the I-45 Ag Complex, and provides opportunity for growth of departmental capabilities to better serve students. It consolidates greenhouses, shared classroom/research lab space, and a series of gardens and exterior amenities totaling 8,500 gross square feet and 7,500 square feet respectively. The architectural program was approved in April 2012 and the project is awaiting funding.

6) I-45 Recreational Complex

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

This project originally combined athletics and recreational sports into the existing Agriculture campus and Holleman field areas; however, budget estimates did not align with University projected budgets. Therefore, the programming restarted with only the recreational components included and the project is being reprogrammed in phases. Programming was approved in August 2013 and will be used to support the Capital Campaign. The project is on hold pending funding.

7) Lowman Student Center Expansion

Programmer: Facilities Programming and Consulting Est. Cost: \$34,500,000

Programming began on June 22, 2012 to expand and selectively renovate the Lowman Student Center to expand the services and activities that support student life. The expansion is planned to be located on the Smith-Kirkley Hall site. The October 2012 student referendum vote was successful for this project. Programming is complete and was approved in January 2013. The project is awaiting funding.

II. Design/Construction Document Phase

8) Fred Pirkle Engineering Technology Center

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

The 53,000 gross square foot facility will provide an emphasis on specialized instructional capabilities for a mix of engineering technology labs (e.g., prototype production/innovation, electrical, environmental design / sustainability, “green” outdoor terrace) and agricultural science instruction labs (e.g., wildlife/physiology, animal science research). A large interdisciplinary multipurpose room, entry lobby and distributed gathering spaces with exhibits from the works of Fred Pirkle and a showcasing of the technologies being taught in the facility will be interwoven throughout the facility. Design Development approval is on the agenda for the February 2015 Board of Regents Meeting.

9) South Dining

Programmer/Architect: Kirksey Architects Est. Cost: \$15,000,000
Contractor: KBR Est. Completion: August 2016

The proposed 29,000 gross square foot food service/dining facility will be located adjacent to the existing South Paw dining as an enhancement to support the south food service capacity. The existing bakery and food service offices will be moved from the Belvin basement to the new facility. The expansion will be located over an existing parking lot. Kirksey was selected as Architect in March 2014 for design services and programming has commenced. KBR was selected as Construction Manager-At-Risk in July 2014. Design Development approval is on the agenda for the February 2015 Board of Regents Meeting.

10) South Residence Complex

Architect: SHW Group /Treanor Architects Est. Cost: \$67,400,000
Contractor: TBD Est. Completion: August 2017

The Project includes construction of Living & Learning Community for 700 bed residence halls of approximately 233,000 gross square foot each. Large open green space and pedestrian walkways will provide ample access in both directions. The project will include chiller plant and associated infrastructure to support the residence halls. The project is intended to create the south residential district of the Sam Houston campus. Design Development was approved by the Board of Regents November 2014. An “early release” design package was solicited in December. The Guaranteed Maximum Price (GMP) proposal was rejected as too costly and the Linbeck CMR contract terminated. Solicitation for a new Construction-Manager-at-Risk is proceeding.

III. Construction Phase

11) South District Parking & Related Infrastructure

Architect: Gessner Engineering	Est. Cost:	\$4,323,934
Contractor: SpawGlass Civil Construction	Est. Completion:	Spring 2015

This project includes construction of 421 parking spaces, concrete surface sidewalks, the 22nd Street extension between Avenue J and Avenue I, and underground storm water detention facilities. It will be located on the site of the recently purchased Richmond Apartments and adjacent parking lots. Design Development documents were approved by the Chancellor pursuant to authority delegated by the Board of Regents in May 2014. Notice to Proceed for construction was issued October 2014. Project is 35% complete.

12) Student Health and Counseling Center

Architect: Lawrence Group	Est. Cost:	\$11,332,000
Contractor: Tellepsen Builders	Est. Completion:	August 2014

The new 29,000 square foot center houses both the University's physical health and mental health services. The project is located next to Old Main Market where former King Hall was situated. The Design Development package and project cost were approved at the August 2013 Board of Regents meeting. Construction began on October 14, 2013 with an interior substantial completion issued August 22, 2014. The Physical Health Clinic has reported an increase of 49% and the counseling reported an 8% increase in student use.

13) Sciences Annex (formerly known as Sycamore Vivarium)

Architect: FKP Architects	Est. Cost:	\$ 1,625,000
Contractor: Vaughn Construction	Est. Completion	December 2014

Design kick-off started September 29, 2013 for the vivarium project which includes four animal holding rooms, housing primarily for rodents, and associated support areas including a Procedure Room located at the recently purchased property at 1614 Sycamore Avenue. The project will allow the University to relocate this operation into a suitable facility. The Guaranteed Maximum Price has been confirmed. Construction began on June 9, 2014. Substantial Completion was accomplished December 12, 2014.

14) The Woodlands Center Level 4 Nursing Build out

Architect: WHR Architects	Est. Cost:	\$1,000,000
Contractor: Vaughn Construction	Est. Completion:	December 2014

A project to build out level 4 at The Woodlands Center for the nursing program upper level classes kicked off in November 2013. The program and design are complete. Construction began on Phase 1, Simulation Lab, Skills Lab, home health

learning and office suite in mid-August 2014. Phase 2 includes a second Skills Lab and office space, and is pending additional funding. Phase 1 was substantially completed January 12, 2015. Funding for Phase 2 is pending.

IV. Completed Projects

N/A

**Sul Ross State University
Summary
(as of January 15, 2015)**

I. Project Planning & Programming

1) Motion Capture Lab

Architect: TBD (IDIQ)
Contractor: TBD

Est. Cost: \$400,000
Est. Completion: 2015

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.

II. Design/Construction/Document Phase

2) Campus Access (Phase I)

Architect: ARTchitecture (IDIQ)
Contractor: TBD

Est. Cost: \$1,106,600
Est. Completion: 2015

As recommended in the 2011 Master Plan, the Campus Access Project will be completed in three phases. Phase 1 includes modifications to Loop Road to improve pedestrian traffic safety from just south of Fletcher Hall and extending to the intersection just south of the Physical Plant. This project also includes the North Quadrangle Improvements and the modification to existing signage for better identity and wayfinding by changing numbers to names, identifying the "main" entrance onto campus to create a less sterile/utilitarian appearance. Design Development documents were due on January 16, 2015.

III. Construction Phase

N/A

IV. Completed Projects

3) Jackson Field Improvements

Architect: PBK
Contractor: Imperial Construction

Cost: \$1,325,000
Completion: November 6, 2013

This project consists of a new 5,000 square foot field house with locker room, training room, equipment storage and related facilities. The project also includes re-supporting of the Field Press Box and installation of new metal siding, as well as repurposing of a student athletics weight room. Substantial completion occurred on November 6, 2013. Final report is being submitted with the Board materials for this meeting.

**Texas State University
Summary
(as of January 15, 2015)**

I. Project Planning & Programming

1) Alkek Library Learning Commons

Programmer: Perry Dean Rogers CIP Cost: \$2,500,000

The Alkek Library Learning Commons Feasibility Study was completed by Perry Dean Rogers in May, 2012. The programming effort for the Alkek Learning Commons is targeted to begin by January 2016. The University expects to revise and expand the scope of this project significantly on the 2016-2021 CIP.

2) Alkek Library Repository

Programmer: Harrison Kornberg CIP Cost: \$5,900,000

The Alkek Library Repository is envisioned as a 13,000 gross square foot facility with expansion possibilities for an additional 20,000 gross square feet. The design of the facility will include a state of the art Building Management Control System, a heating, ventilation and air conditioning system with humidity control features, and a fire detection and a protection system. The Project will be located at the Texas State–San Marcos STAR Park located at McCarty Lane and Hunter Road. The University expects to revise and expand the scope of this project significantly on the 2016-2021 CIP. Harrison Kornberg is preparing the program document for delivery by April 2015. Harrison Kornberg will also design the project when the program is approved.

3) Baseball/ Softball Team Building

Programmer: Facility Programming & Consulting Est. Cost: \$8,129,557

The Baseball/Softball Team Building project was amended as part of the Capital Improvements Program update in May 2014. It includes the options developed for Athletics as part of a Feasibility Study prepared by Facility Programming & Consulting in February 2014. The project is on hold pending funding.

4) CoGeneration Plant Gas Turbines

Consultant: ARUP Est. Cost: \$45,000,000

ARUP Consultants is under contract to assess the viability of a private-public partnership (P3) for the construction and operation of the Cogeneration Plant Gas Turbines project. In September 2014, ARUP was authorized to proceed with the next phase in the process and started drafting the Request for Qualifications and selection criteria. The next steps include: submitting the draft RFQ to System by February 2015 for review and posting to the Electronic State Business Daily; receipt of qualification packages by early spring 2015; issuing the Request for

Proposals to selected respondents by the summer of 2015; and selection of the successful respondent by the fall of 2015.

5) DHRL Blanco Hall Renovations

Feasibility Report: DBR Engineering Est. Cost: \$20,700,000
Programmer: Facility Programming & Consulting

The Blanco Residence Hall was constructed in 1987. The original building's mechanical, electrical, and plumbing infrastructure has never been replaced or updated. The programming effort by Facility Programming & Consulting got underway in November 2014, and should be completed by March 2015. As part of the programming effort, we will update the current cost estimate and establish a plan for improvements including upgrading utility infrastructure and fire safety systems for the building; updating the restrooms to be compliant with ADA; making additional minor modifications to the bedrooms; upgrading the community living rooms; repairing/enhancing the exterior; and improving the main entry area.

6) Engineering and Science Building

Programmer: Facility Programming & Consulting Est. Cost: \$107,012,293

A major new facility is needed to house the expanding enrollment in the Engineering, Materials Science and Biology programs. It will consist of research laboratories, shared interdisciplinary labs, classrooms, facility offices, seminar, and conferencing facilities. The project will require campus infrastructure and site utilities necessary to support a facility of this size. The Total Project Cost estimate in the CIP was updated in August 2014 from \$93,000,000 to \$107,012,293. A Tuition Revenue Bond request in the amount of \$107,012,293 is pending before the Legislature. The request was submitted in the summer of 2014 and was based on an updated cost estimate provided by Facility Programming & Consulting.

7) LBJ Student Center Renovation

Feasibility Study: Facility Programming & Consulting Est. Cost: \$15,010,624
Programmer: Page Architects

The LBJ Student Center Renovation Study prepared by Page is complete. A Request for Qualifications for Architect/Engineer design services and Construction Management at Risk services for the Renovation project will be issued after the execution plan is submitted to the System office. The current cost estimate will be updated as part of the design effort.

8) Music Building

Programmer: Facility Programming & Consulting Est. Cost: \$56,705,000

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

9) Round Rock Health Professions – 1

Programmer: Facility Programming & Consulting Est. Cost: \$67,583,621

The Round Rock Health Professions 1 building, the third academic building on the Round Rock campus, is currently programmed to provide classrooms and offices to support three of seven departments in the College of Health Professions. The Total Project Cost estimate in the CIP was updated August 2014 from \$56,320,000 to \$67,583,621. A Tuition Revenue Bond request in the amount of \$67,583,621 is pending before the Legislature. The request reflects a total of 107,564 square feet (including a shelled space option in the Gross Anatomy Lab).

10) Round Rock Health Professions – 2

Programmer: Facility Programming & Consulting Est. Cost: \$35,000,000

The fourth academic building on the Round Rock Health Professions campus will include classrooms and offices to support four existing departments and additional academic programs in the College of Health Professions. The building was re-programmed and a revised cost estimate was completed for possible funding by the Legislature during the 2011 session. This program document served to guide Texas State in the preparation of a Tuition Revenue Bond funding request in July 2012.

11) Strahan Expansion and Renovations

Feasibility Study: Moody Nolan Est. Cost: \$49,440,000

The Strahan Expansion and Renovations project was amended as part of the Capital Improvements Program update in May 2014 to reflect the Proscenium Theatre option developed as part of the Feasibility Study prepared by Moody Nolan in November, 2013. The programming effort is targeted to begin by the summer 2015 and will be based on the Feasibility Study options.

II. Design and Construction Document Phase

12) Alkek Library Renovations

Programmer: Perry Dean Rogers

Architect: PBK Architects

Contractor (CM@R): Vaughn

Est. Cost: \$14,035,700

The Alkek Library Renovations project was added to the CIP in May 2014 and includes phased repairs and upgrades of mechanical, electrical, and plumbing systems, and other infrastructure components to be accomplished with HEAF funds. The Project Execution Plan was submitted to the System office in July 2014. A design kickoff meeting was held on December 9, 2014. The Design Development documents will be submitted for Board approval in May 2015. Construction is to commence by the spring of 2016 and be completed by the summer of 2017. This project is currently on the CIP at a preliminary project cost figure of \$8,000,000. The current estimated total project cost of \$14,035,700 was developed by the University in November 2014 to take into account additional infrastructure improvements identified in the facility condition assessment report by Perry Dean Rogers, and escalation to December 2015 based on an average increase in construction costs of 16% in calendar year 2014.

13) JC Mitte Renovations

Architect: LYM Architects

Contractor (CM@R): Vaughn

Est. Cost: \$9,496,925

The Joanne Cole Mitte Renovations project, added to the CIP in May 2014, includes the phased repairs, upgrades, and renovations of space at Joann Cole Mitte and Sabinal as developed in a Feasibility Study prepared by Facility Programming & Consulting in November 2013. Facility Programming & Consulting completed a program in September 2014 based on the Feasibility Study. The Design Development (DD) documents will be submitted for Board approval in May 2015. Construction is to commence by the summer of 2015 and be completed by the spring of 2016. Previously, this project was carried at an estimated cost of \$6,520,000, based on a programming estimate of construction cost in September 2014. The current estimated total project cost of \$9,496,925 was developed by the University in November 2014 to take into account the total project cost with escalation to December 2015 based on an average increase in construction costs of 16% in calendar year 2014.

14) STAR One Expansion

Architect: Philo Wilke

Contractor: Hill & Wilkinson

Est. Cost: \$8,000,000

Est. Construction: Summer 2015

Est. Completion: Summer 2016

The STAR One Expansion project program document for construction of a 16,000 square foot expansion was issued and updated in May 2014. The blended Schematic Design and Design Development document was delivered in November 2014 with a target of obtaining Board approval of the project at the February 2015

Board meeting. The total project cost estimate of \$8,000,000 was developed based on cost estimates from the Construction Manager-at-Risk and the Architect's independent cost estimator. Construction activities are anticipated to begin by the summer of 2015 and Substantial Completion is anticipated to be in summer of 2016.

III. Construction Phase

15) Bobcat Trail Mall Redevelopment

Architect:	TBG Partners	Est. Cost:	\$5,488,888
Contractor:	Flynn Construction	Construction:	June 2014
		Est. Completion:	December 2015

DD documents for the Bobcat Trail Redevelopment/Enhancement project were approved in November 2013. Construction documents were prepared by TBG Partners. The Guaranteed Maximum Price submitted by Flynn Construction was approved in April 2014. Construction activities started in June 2014 with the preliminary work focused on replacement of underground utilities. Phase 1 of the utilities work on the west portion of Bobcat Trail and on North LBJ St was completed in January 2015 and surface restoration work for the Mall Redevelopment got underway with anticipated completion of the work in these areas by July 2015. The rest of the Mall Redevelopment project encompassing the west portion of Bobcat Trail and the Edward Gary Street area is anticipated to be completed by December 2015. Work activities in the next three months include demolition of the remaining pavement and concrete features on Bobcat Trail and Edward Gary Street; finishing material selection; wrapping up bidding of remaining line items; and commencing landscaping and other surface improvements.

16) Bobcat Trail Utility Upgrades

		Est. Cost:	\$6,300,000
Architect:	TTG Goetting	Construction:	June 2014
Contractor:	Flynn Construction	Est. Completion:	December 2015

The Design Development documents for the Bobcat Trail Utilities Upgrade project were approved in February 2014. Construction documents were prepared by TTG-Goetting Engineers. Flynn Construction prepared the GMP which was approved in May 2014. Construction started in June 2014, and will be completed in two phases. Phase one includes replacement and upgrades of underground utilities on North LBJ St and on the west portion of Bobcat Trail. Phase two includes replacement and upgrades of underground utilities on the east portion of Bobcat Trail and on Edward Gary Street. Phase one was completed in January 2015 and phase two is anticipated to be completed by July 2015. Construction is 55% complete. Work activities in the next three months include final testing, surface grading and acceptance of phase 1 work and replacement of underground utilities components in phase two areas.

17) Comal Renovation

Architect:	Randall Scott Architects	Est. Cost:	\$13,850,000
Contractor:	Satterfield+Pontikes	Actual Construction:	May 2013
		Actual Completion:	June 2014

The Comal building was occupied in July 2014 and a re-dedication event was held on October 1, 2014. Issues involving compensation to the University for delayed delivery of the project and for costs to change out door locks are being resolved. The close-out report will be submitted to the System office by March 2015.

18) Department of Housing and Residential Life: Falls Sayers Residence Hall (Phase I West Campus)

Architect:	SHW Architects	Est. Cost:	\$60,468,000
Contractor:	SpawGlass	Actual Construction:	November 2012
		Actual Completion:	June 2014

Construction of the 578-bed Falls Sayers Residence Hall is complete and occupied. A dedication event was held on August 6, 2014. The Final Report is being prepared for submission to System office by March 2015.

19) Department of Housing and Residential Life: Moore Street Housing

Architect:	SHW/Treanor	Est. Cost:	\$59,834,337
Contractor:	SpawGlass	Actual Construction:	June 2014
		Est. Completion:	May 2016

The Moore Street Housing project is a 190,947 square foot, 598-bed facility, consisting of two residence halls and a connecting community building. Design Development documents were approved in April 2014. SpawGlass Construction prepared the Guaranteed Maximum Price which was approved in June 2014. Demolition and site clearing began in June 2014, and the construction of the residence halls began in August 2014. Construction is approximately 14% complete.

20) Electrical Infrastructure Upgrades

Engineer:	Bath Associates	Est. Cost:	\$11,800,000
Contractor:	Hunt Construction	Est. Sub. Completion:	June 2016

Phase 2 of the Electrical Infrastructure Upgrades work is underway including replacement of transformers, switches, and other deteriorated components of the electrical distribution system, electrical service upgrades at specific building locations, and associated repairs and upgrades in electrical manholes on campus. Power outages will be scheduled during breaks to minimize the disruption of services on campus. The overall project completion date is anticipated to be June 2016.

21) Jones Dining Hall Renovation

Architect:	Pfluger Architects	Est. Cost:	\$18,619,805
Contractor:	Vaughn Construction	Construction:	December 2014
		Est. Completion:	August 2016

The schematic design documents for the Jones Dining Hall Replacement and Renovation project were approved in April 2014. Pfluger Architects of Austin prepared the Design Development documents and Vaughn Construction of San Antonio is providing pre-construction services. The Guaranteed Maximum Price was approved in October 2014. Construction started in December 2014 and the renovations are to be completed by the fall of 2016. The construction fence is in place at the job site and at the staging yard at Comanche and Woods Streets. Work activities in the next three months include interior and utility infrastructure demolition; removal of existing equipment; selection of new kitchen equipment and preparation of bid proposals; bidding remaining line items; and submittal preparation and review.

22) RF Mitte Renovations

Architect:	Multiple firms	Est. Cost:	\$2,750,000
Contractor:	Multiple firms	Construction:	July 2014
		Est. Completion:	Summer 2015

The Roy F. Mitte Renovations project was added to the CIP in May 2014, and includes phased reconfiguration of space and renovations at Roy F. Mitte. A Feasibility/Space Use Study was completed by Facility Programming and Consulting in June 2014. Delegated authority for the 18 separate projects was obtained from the Chancellor in June 2014. The phased renovations started in the summer of 2014. Construction is about 48% complete and work activities in the next three months include lighting and card reader installations; painting; signage; furniture delivery and installation; and design/planning of work to be accomplished during the summer of 2015.

23) STAR One Finish-Out

Contractor:	SpawGlass (design-build)	Est. Cost:	\$2,125,000
		Construction:	December 2014
		Est. Completion:	Summer 2015

The Program document for the STAR One laboratory finish-out of the remaining 6,700 gross square foot shell space was finalized in May 2014. Delegated authority was obtained from the Chancellor in July 2014 allowing Texas State to manage and administer this project. SpawGlass completed the design package and started construction of the finish-out of spaces in December 2014 with occupancalendar year anticipated in the summer of 2015. The Finish-Out construction is 70% complete and work activities over the next three months include continued installation of interior framing; in-wall installation of electrical components; insulation along perimeter and interior walls; sheetrock one side of walls; and continued installation of ceiling framing and lighting.

IV. Completed Projects

24) Performing Arts Center Complex

Programmer: Pfeiffer Partners, Inc.
Architect: Morris Architects
Contractor: Hunt Construction

Cost: \$83,243,646
Actual Completion: September 2013

LEED certification documentation has been submitted to the U. S. Green Building Council and is pending final review. Jaffe Holden along with Hairel consultants are working to resolve acoustic issues in the Recital Hall. The Final Reports are included with the Board Materials for this meeting.

TSUS: Design Development Project Funding - Bond Proceeds

The following construction projects approved in a previous Regent meeting at the Design Development Level will be funded at least in part by proceeds from the TSUS Series 2015 bond issue:

Component	Project	Project Cost	Bond Proceeds	Other Funds	Source of Other Funds
Sam Houston State University	South Residence Complex	\$67,400,000	\$62,900,000 (tax exempt)	\$4,500,000	Auxiliary Residence Life Funds
Texas State University	Jones Dining Hall Renovation	\$18,619,805	\$16,000,000 (taxable)	\$2,619,805	Dining Reserves
Texas State University	Star Park Research Complex (Partial)	\$10,000,000	\$10,000,000 (taxable)	None	Not applicable

The TSUS Series 2015 bond issue also funds \$12,000,000 of the estimated \$22,000,000 construction cost of the Fred Pirkle Engineering Technology Center and includes a refunding component for up to \$31,350,000 of existing TSUS bonded debt.

FINAL REPORT FOR
Jackson Field Improvements
Sul Ross State University

PROJECT DESCRIPTION:

Jackson Field Improvements Project, constructed in accordance with plans and specifications by PBK Architects of Houston and constructed by Imperial Construction, Inc. of Weatherford and funded by a grant from the Texas State University System Foundation.

FINANCIAL INFORMATION:

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 1,074,669.00	\$ 1,074,669.00		\$ 147,824.97	\$ 1,222,493.97
Contingency					\$ -
Architect/Engineering	\$ 83,500.00	\$ 81,500.00	\$ 788.40		\$ 82,288.40
Owner Services	\$ 60,000.00	\$ 60,000.00	\$ (28,889.33)		\$ 31,110.67
Other					\$ -
Total	\$ 1,218,169.00	\$ 1,216,169.00	\$ (28,100.93)	\$ 147,824.97	\$ 1,335,893.04

LIQUIDATED DAMAGES/SETTLEMENTS:

No liquidated damages were assessed under the Construction Contract

CHANGE ORDERS:

No.	Description	Amount	Time Adjustment
1	Sanitary Line and Nets	\$ 38,413.00	0
2	Pressbox Structural Repairs	\$ 96,183.33	0
3	Weightroom Allowance Credit (\$85,448.21), Asphalt Repairs \$12,000.56, Add Door Jams @ Pressbox \$3,657.68, Sidewalks, Ramps & Gates \$17,178.69, Air-Balanace Allowance \$50.00, Traffic Rates Covers & Bollards \$5,496.03, Concrete Patches at Asphalt Pkgs \$28,103.23, Backflow Preventor & Cover \$4,038.65, SRSU Logo in Shower \$900.00, Add General Conditions \$22,469.00 & \$4,783.01	\$ 13,228.64	0
Total		\$ 147,824.97	0

HUB PARTICIPATION:

Percent: 67%

Amount: \$723,714

SCHEDULE INFORMATION:

Project Time Line		Comments/Notes for Project Time Line:
Construction Commencement Date	5/28/2013	
Original Duration (days)	135	
Change Order Adjustments	33	
Liquidated Damage Adjustments (days)		
Contract Completion Date	10/10/2013	
Actual Completion Date	11/12/2013	
Difference Between Contract	33	

BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :

The new building is functional and attractive, and should contribute to recruiting and retention.

ARCHITECT/ENGINEER EVALUATION:

PBK (A/E) performed adequately and remained supportive through final completion and one year warranty.

CONTRACTOR EVALUATION

Imperial Construction (Weatherford) performed adequately.

APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:

Approval has been secured from the Architectural Barriers section of the Policies and Standards Division of the Texas Department of Licensing and Regulation.

This report is submitted by the Vice Chancellor for Contract Administration and was prepared based on information and evaluations supplied by the component.

Rev. 2/21/13

FINAL REPORT FOR
Performing Arts Complex - Recital Hall & Theatre
 Texas State University

PROJECT DESCRIPTION:

The Performing Arts Complex is composed of a 300 seat Recital Hall and 400 seat Theatre. Within the recital hall are a lighting/sound control room, sound rack room, piano storage accommodating two grand pianos, backstage area, and storage. Within the proscenium theatre are an orchestra pit, lighting/sound control room, dimmer room, follow spot booth, and sound rack room. Artists' dressing rooms for men and women, a guest artists' dressing room, green room, laundry room, building manager's office, backstage restrooms, scene dock/storage/props/tools space, lobby/circulation space, public restrooms, box office, cloakroom, concessions/storage, and house manager's office are included within the building footprint. To make way for construction of the Recital Hall and Theatre the demolition of an 89,862 square foot residence hall was included. The architectural firm was Morris Architects and Hunt Construction Group, Inc. served as the general contractor. Substantial Completion was achieved on September 24, 2013.

FINANCIAL INFORMATION:

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 29,776,068.00	\$ 31,811,867.00		\$ 1,456,763.00	\$ 33,268,630.00
Contingency	\$ 2,791,437.00				\$ -
Architect/Engineering	\$ 2,877,134.00	\$ 3,248,260.43			\$ 3,248,260.43
Owner Services	\$ 3,501,809.00	\$ 2,691,052.91			\$ 2,691,052.91
Other	\$ 3,972,359.00	\$ 2,042,453.75			\$ 2,042,453.75
Total	\$ 42,918,807.00	\$ 39,793,634.09	\$ -	\$ 1,456,763.00	\$ 41,250,397.09

LIQUIDATED DAMAGES/SETTLEMENTS:

N/A

CHANGE ORDERS:

No.	Description	Amount	Time Adjustment
2	Alternate #3 - Paint/Scene shop finish out	\$ 692,610.00	0
	Alternate #4 - Balcony Level finish out.		
3	Provide under slab waterproofing material inside the Recital Hall & Theatre.	\$ 120,186.00	0
4	Provide the underground pipe support.	\$ 19,125.00	0
5	Provide a change to the dressing rooms light fixtures from a horizontal to vertical orientation.	\$ 9,913.00	0
6	Provide service to construct the large, free-standing mock-up of exterior building features.	\$ 23,974.00	0

7	Provide a change to the floor in in Room 321 the MFA Design Studio from VCT to Sheet Vinyl.	\$ 3,669.00	0
8	Provide service to construct the large, free-standing mock-up of exterior building features.	\$ 24,905.00	0
9	Alternate #1 - Stage Floor wood upgrade.	\$ 30,527.00	0
10	Provide blackout shades in Rehearsal Room.	\$ 4,217.00	0
11	Credit to remove Change Order# 7; remove Change Order# 8; and remove Change Order# 9	\$ (59,101.00)	0
12	Provide (3) Donor Walls into the Recital Hall & Theatre.	\$ 239,799.00	0
13	Provide modification to the Front of House Toilet partitions.	\$ 73,487.00	0
14	Provide theatrical performance and lighting equipment.	\$ 403,419.00	0
15	Credit unused funds from CM Contingency, Buy Out Contingency and Allowances.	\$ (129,967.00)	0
Total		\$ 1,456,763.00	0

HUB PARTICIPATION:

Percent: 28%

Amount: \$19,786,713

SCHEDULE INFORMATION:

Project Time Line		Comments/Notes for Project Time Line:
Construction Commencement Date	7/20/2011	Project met Substantial Completion on time with the exception of the repairs to the sanitary sewer.
Original Duration (days)	796	
Change Order Adjustments	0	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	9/24/2013	
Actual Completion Date	9/24/2013	
Difference Between Contract	0	

BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :

Overall, the building has performed well. Issues with the sanitary sewer pipes surfaced right at substantial completion and required extensive repairs. Additionally there were issues with the sound system in the theater that have since been corrected and the system is now performing as designed. There have been several warranty calls to repair LED lights and minor problems with the orchestra pit all of which have been repaired. Orchestra pit is performing as designed. The Recital Hall is experiencing an acoustical anomaly affecting the performers on stage. The project is pursuing LEED certification.

ARCHITECT/ENGINEER EVALUATION:

The overall performance of the Architectural firm of Morris Architects and its consultants was average. The quality of the contract documents produced was average. Their supervision of construction project was average. The quality of professional services received during project planning and construction was average.

CONTRACTOR EVALUATION

The performance of Hunt Construction Group, Inc., general contractor, was average. Workmanship and supervision of the work performed was average. The contractor demonstrated a willingness to cooperate with the owner and the consultants.

APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:

Life Safety inspections and approvals were conducted and received from Texas State University EHSRM Department. Code Review and Inspections were performed by the Division-Architectural Barriers Program of the Texas Department of Licensing and Regulation to ensure accessibility of the physically impaired in this project. No Federal funding was involved; therefore, no other approval from Federal or State agencies was necessary.

This report is submitted by the Vice Chancellor for Contract Administration and was prepared based on information and evaluations supplied by the component.

Rev. 2/21/13

FINAL REPORT FOR
Performing Arts Complex - South Chill Plant
Texas State University

PROJECT DESCRIPTION:

South Chill Plant, a chilled water facility and its associated infrastructure, located in the south area of the campus adjacent to the Edward Gary Street Garage, and on the previous site of the Sterry Hall parking lot. The chilled water plant was constructed for a total capacity of 4,500 tons of chilling, with an initial 1,500 tons installed to support the Performing Arts Complex Recital Hall and Theatre. The facility houses the primary electrical switchgear and transformers which provides alternate redundant electrical feeds to the campus from the Chill Plant. The project included the utility infrastructure needed to connect the chilled water and electrical feeds to various facilities and existing infrastructure on the south side of the campus. The architectural firm was Morris Architects and the general contractor Hunt Construction Group, Inc. Substantial Completion was achieved on December 27, 2012.

FINANCIAL INFORMATION:

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 11,292,090.00	\$ 10,968,825.00	\$ -	\$ 529,500.00	\$ 11,498,325.00
Contingency	\$ 1,280,819.00			\$ -	\$ -
Architect/Engineering	\$ 1,693,241.00	\$ 1,602,618.12	\$ 106,377.00	\$ -	\$ 1,708,995.12
Owner Services	\$ 603,086.00	\$ 591,222.22		\$ -	\$ 591,222.22
Other	\$ 683,322.00	\$ 528,142.24		\$ -	\$ 528,142.24
Total	\$ 15,552,558.00	\$ 13,690,807.58	\$ 106,377.00	\$ 529,500.00	\$ 14,326,684.58

LIQUIDATED DAMAGES/SETTLEMENTS:

N/A

CHANGE ORDERS:

No.	Description	Amount	Time Adjustment
2	Alternate# 4 - Chiller Extended Warranty.	\$ 54,969.00	0
3	Chemical treatment subcontractor.	\$ 44,919.00	0
4	Provide perimeter subsoil drainage system.	\$ 3,104.00	0
5	Provide underground pipe support.	\$ 8,936.00	0
6	Provide the modification of the electrical service, both temporary and permanent, to the Alumni House.	\$ 10,273.00	0

7	Provide service to construct the large, free-standing mock-up of exterior building features.	\$ 24,965.00	0
8	Provide the modification to include the 15KV switchgear communication equipment.	\$ 105,851.00	0
9	Provide service to divert chilled water lines due to conflict with an existing telecom duct bank.	\$ 26,615.00	0
10	Provide service to incorporate electrical/telecommunication duct bank within LBJ Street between University Drive and the service entry on the north side of the South Chill Plant Building.	\$ 133,709.00	0
11	Credit to remove Change Order# 6; remove Change Order# 8.	\$ (116,124.00)	0
12	Provide revisions to 800A electric and communications duct bank.	\$ 14,224.00	0
13	Provide service to build-out of the second (middle) cell of the Cooling Tower at the South Chill Plant.	\$ 344,921.00	0
14	Credit unused funds from CM Contingency, Buy Out Contingency and Allowances.	\$ (126,862.00)	
Total		\$ 529,500.00	0

HUB PARTICIPATION:

Percent: 28%

Amount: \$19,786,713

SCHEDULE INFORMATION:

Project Time Line		Comments/Notes for Project Time Line:
Construction Commencement Date	7/20/2011	Completed early to meet Texas State need for Chilled Water and new electrical service from San Marcos Electric Utilities.
Original Duration (days)	796	
Change Order Adjustments	0	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	9/24/2013	
Actual Completion Date	12/27/2012	
Difference Between Contract	271	

BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :

Building has performed well with very few warranty issues. The University has seen improved efficiency with the new chillers. Electrical reliability has improved with the new service.

ARCHITECT/ENGINEER EVALUATION:

The overall performance of the Architectural firm of Morris Architects and its consultants was average. The quality of the contract documents produced was average. Their supervision of construction project was average. The quality of professional services received during project planning and construction was average.

CONTRACTOR EVALUATION

The performance of Hunt Construction Group, Inc. general contractor, was average. Workmanship and supervision of the work performed was average. The contractor demonstrated a willingness to cooperate with the owner and the consultants.

APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:

Life Safety inspections and approvals were conducted and received from Texas State University EHSRM Department. Code Review and Inspections were performed by the Division-Architectural Barriers Program of the Texas Department of Licensing and Regulation to ensure accessibility of the physically impaired in this project. No Federal funding was involved; therefore, no other approval from Federal or State agencies was necessary.

This report is submitted by the Vice Chancellor for Contract Administration and was prepared based on information and evaluations supplied by the component.

Rev. 2/21/13

FINAL REPORT FOR
Performing Arts Complex - Streets and Grounds
Texas State University

PROJECT DESCRIPTION:

Streets and Grounds included extensive improvements involving the addition, modification and/or expansion of three campus streets to accommodate the required traffic flow in the area. Extensive landscaping, walkways, plazas, gardens, and entry gateway signage are included in the project to fulfill the 2006-2015 Campus Master Plan and goal of converting campus spaces from "gray to green". The architectural firm was Morris Architects and the general contractor Hunt Construction Group, Inc. Substantial Completion was achieved on October 15, 2012.

FINANCIAL INFORMATION:

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 5,076,593.00	\$ 5,352,515.00		\$ 365,050.00	\$ 5,717,565.00
Contingency	\$ 578,269.00				\$ -
Architect/Engineering	\$ 828,357.00	\$ 1,037,391.37			\$ 1,037,391.37
Owner Services	\$ 389,077.00	\$ 143,666.45			\$ 143,666.45
Other	\$ 206,168.00	\$ 206,169.00			\$ 206,169.00
Total	\$ 7,078,464.00	\$ 6,739,741.82	\$ -	\$ 365,050.00	\$ 7,104,791.82

LIQUIDATED DAMAGES/SETTLEMENTS:

N/A

CHANGE ORDERS:

2	Alternate# 2 - College of Education paver sidewalk Alternate# 3 - cast stone cladding at retaining walls.	\$ 113,416.00	0
3	Provide service for the signals T3 and T4 at Edward Gary Street.	\$ 63,072.00	0
4	Provide an additional Blue Light phone north of the Moon Street roundabout.	\$ 28,421.00	0
5	Credit removing Change Order# 4.	\$ (28,421.00)	0
6	Provide service to reconstruction of Woods Street from North LBJ Drive to North Edward Gary Street; Provide service to the Woods Street lighting alternate from North LBJ Drive to North Edward Gary Street; Credit transfer to owner funds.	\$ 364,258.00	0

7	Credit removing Addendum# 3; remove the cast stone on the retaining walls in lieu of brick in the Streets and Grounds package; remove the labor to install a manhole along the storm line in the Street and grounds work; only the labor has been included in the credit since the manhole was delivered prior to the decision.	\$ (52,216.00)	0
8	Credit unused funds from CM Contingency, Buy Out Contingency and Allowances.	\$ (123,480.00)	0
Total		\$ 365,050.00	0

HUB PARTICIPATION:

Percent: 28%

Amount: \$19,786,713

SCHEDULE INFORMATION:

Project Time Line		Comments/Notes for Project Time Line:
Construction Commencement Date	7/20/2011	Phases were completed early to allow for access to Edward Gary Street Parking Garage and the South Chill Plant. Final phase was completed as scheduled and on time.
Original Duration (days)	796	
Change Order Adjustments	0	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	9/24/2013	
Actual Completion Date	10/15/2012	
Difference Between Contract	344	

BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :

New roads have satisfactorily performed for the first year with the exception of Edward Gary Street which experienced issues and required multiple repairs. Now out of warranty road and sidewalks have begun to settle. Moon Street is performing well. Traffic circle is experiencing heavy wear due to bus traffic.

ARCHITECT/ENGINEER EVALUATION:

The overall performance of the Architectural firm of Morris Architects and its consultants was average. The quality of the contract documents produced was average. Their supervision of construction project was average. The quality of professional services received during project planning and construction was average.

CONTRACTOR EVALUATION

The performance of Hunt Construction Group, Inc. general contractor, was average. Workmanship and supervision of the work performed was average. The contractor demonstrated a willingness to cooperate with the owner and the consultants.

APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:

Life Safety inspections and approvals were conducted and received from Texas State University EHSRM Department. Code Review and Inspections were performed by the Division-Architectural Barriers Program of the Texas Department of Licensing and Regulation to ensure accessibility of the physically impaired in this project. No Federal funding was involved; therefore, no other approval from Federal or State agencies was necessary.

This report is submitted by the Vice Chancellor for Contract Administration and was prepared based on information and evaluations supplied by the component.

Rev. 2/21/13

FINAL REPORT FOR
Performing Arts Complex University Drive Parking Garage
Texas State University

PROJECT DESCRIPTION:

Edward Gary Street Garage is a seven level, 455 space, parking garage. This garage provides parking on the south side end of campus for students and/or visitors. Housed within the garage is the telecom department along with all of the primary telephone switch-gear and support for the campus. The garage encompasses a total of 8,100 gross square feet. The architectural firm was Morris Architects and the general contractor was Hunt Construction. Substantial Completion was achieved on January 3, 2013.

FINANCIAL INFORMATION:

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 12,375,037.00	\$ 12,558,146.94		\$ 255,713.00	\$ 12,813,859.94
Contingency	\$ 1,153,462.00			\$ -	\$ -
Architect/Engineering	\$ 1,445,164.00	\$ 1,416,543.33		\$ -	\$ 1,416,543.33
Owner Services	\$ 2,071,241.00	\$ 1,647,691.79		\$ -	\$ 1,647,691.79
Other	\$ 648,914.00	\$ 642,679.93		\$ -	\$ 642,679.93
Total	\$ 17,693,818.00	\$ 16,265,061.99	\$ -	\$ 255,713.00	\$ 16,520,774.99

LIQUIDATED DAMAGES/SETTLEMENTS:

N/A

CHANGE ORDERS:

No.	Description	Amount	Time Adjustment
2	Increase generator capacity from 800KW to 1250KW for the Telecom generator.	\$ 179,213.00	0
3	Provide revised under slab waterproofing materials which includes sheet membrane waterproofing in lieu of vapor barrier under the telecom area, elevator pits and electrical room.	\$ 117,892.00	0
4	Revise the under slab pipe support.	\$ 13,879.00	0
5	Provide a large, free-standing mock-up of the exterior building features.	\$ 23,329.00	0
6	Provide additional subsurface drainage at the garage foundation.	\$ 19,658.00	0
7	Provide (2) inch communication conduit from the University Drive Parking Garage Telecom Room to the existing Alumni House.	\$ 6,601.00	0

8	Provide the structure for the large, free-standing mock-up of exterior building features.	\$ 20,843.00	0
8	Credit unused funds from CM Contingency, Buy Out Contingency and Allowances.	\$ (125,702.00)	0
Total		\$ 255,713.00	0

HUB PARTICIPATION:

Percent:

Amount:

SCHEDULE INFORMATION:

Project Time Line		Comments/Notes for Project Time Line:
Construction Commencement Date	7/20/2011	Project completed early to meet the needs of parking services due to the closures of adjacent surface lots and to allow Network Operations to begin moving.
Original Duration (days)	796	
Change Order Adjustments	0	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	9/24/2013	
Actual Completion Date	1/3/2013	
Difference Between Contract a	264	

BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :

The structure has performed well with very few warranty items being addressed for the garage itself. The Network Operations Center experienced some early HVAC issues but these were resolved quickly by the design team and contractor.

ARCHITECT/ENGINEER EVALUATION:

The overall performance of the Architectural firm of Morris Architects and its consultants was average. The quality of the contract documents produced was average. Their supervision of construction project was average. The quality of professional services received during project planning and construction was average.

CONTRACTOR EVALUATION

The performance of Hunt Construction Group, Inc. general contractor, was average. Workmanship and supervision of the work performed was average. The contractor demonstrated a willingness to cooperate with the owner and the consultants.

APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:

Life Safety inspections and approvals were conducted and received from Texas State University EHSRM Department. Code Review and Inspections were performed by the Division- Architectural Barriers Program of the Texas Department of Licensing and Regulation to ensure accessibility of the physically impaired in this project. No Federal funding was involved; therefore, no other approval from Federal or State agencies was necessary.

This report is submitted by the Vice Chancellor for Contract Administration and was prepared based on information and evaluations supplied by the component.

Rev. 2/21/13

**Texas State University System
Information Resources Committee**

Donna Williams, Chair
Charlie Amato
Vernon Reaser

Item(s) to Report

1. TSUS System Oracle Annual Maintenance - Revised Rates/Cost Savings
2. System-wide Business Improvement Projects Update:
 - SciQuest Project Update
 - PeopleAdm Project Update
 - Title IX: Campus Incident Reporting/Tracking
3. TCC Consortium Update
4. CIO Council Update
5. Campus CIO Updates

**Texas State University System
Governmental Relations Committee**

*David Montagne, Chair
Rossanna Salazar
Charlie Amato*

Item(s) to Report

1. Legislative Update

Texas State University System Contracts

Action Items

1. LU: Food Services Agreement
2. SHSU: Beverage Vending, Pouring, and Sponsorship Rights
3. TXST: Contract for Pouring Rights

Consent Items

4. SHSU: CONSENT: Authorization to Purchase Real Estate
5. SHSU: CONSENT: Authorization for Amendment Number Eleven to Food Service Contract
6. SHSU: CONSENT: Approval of Interlocal Agreement between the City of Huntsville and Sam Houston State University for the Design and Installation of Various Pedestrian Safety and Traffic Calming Improvements along Bobby K. Marks Drive
7. SHSU: CONSENT: Depository Services
8. TXST: CONSENT: Custodial Services Contract
9. TXST: CONSENT: Interlocal Agreements
10. LSCO: CONSENT: Real Property Acquisition

LU: Food Services Agreement

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

Lamar University's Food Services Agreement with Compass Group USA, Inc. by and through its Chartwells Division, be approved effective January 1, 2015 through December 31, 2024, upon review and approval of the Vice Chancellor and General Counsel.

Explanation

After completion of the bidding process to procure a new long-term food services contract, Lamar University recommends approval of the proposed contract with Chartwells, effective January 1, 2015 – December 31, 2024. The contract proposal has been reviewed by the University Food Services Committee, the Vice President for Finance & Operations, the President, the Vice Chancellor, and General Counsel. The 10 year commitment continues a relationship between LU and Chartwells; the previous ten year agreement between the two entities went into effect in 2004. In this agreement base commissions will increase to 12.5% on national brands, 25% on concessions, and 17.5% on all other gross revenue. National brands listed include Jason's Deli; Chick-fil-A; Starbucks; Papa John's pizza; and others.

The agreement provides the University a One Million Dollar (\$1,000,000.00) unrestricted signing bonus, to be amortized on a straight line basis over the first five years of the agreement, will be provided to the University by Chartwells. Additionally, Investment funds are provided for University's Food Service Program to fund capital improvements to the University's premises in the amount of Seven Million Five Hundred Twenty-two Thousand Dollars (\$7,522,000.00), during the first 5 years amortized on a straight line basis over ten years with zero (0%) interest and without any other fees. Also provided in years six (6) through ten (10) of the Agreement (2019/2020 – 2023/2024) is One Hundred Thousand Dollars (\$100,000.00) per year for a total of Five Hundred Thousand Dollars (\$500,000.00). These Investment funds are to refresh the Food Service Program as needed, and will be mutually agreed upon. These potential additional Investment funds shall be fully amortized by December 31, 2024. The University reserves the right to not accept Investment funds from Chartwells. This agreement provides an investment total of up to \$9,002,000 to the University over 10 years.

Additional in kind benefits include a \$200,000 One-time partnership gift; \$50,000 per year unencumbered catering fund; \$34,000 per year academic scholarship fund; and five (5) student internships valued at \$29,000 per year (estimated at \$1,330,000 over 10 years).

The anticipated use of the food services investment funds will include but are not limited to the following: renovation and/or build out of Setzer Student Center, technology upgrades & porch seating at Brooks-Shivers Dining Hall, catering production kitchen at Montagne Event Center, University Reception Center upgrades, Avenue C Micro Market at Umphrey Recreation Center, food truck landing pad(s), I.C.E. portable container retail store concept, vehicles and computers. The University will determine the actual use and management of any and all Investment funds at its sole discretion.

Subject to review and approval by the Vice Chancellor and General Counsel and the Vice Chancellor for Finance

AGREEMENT TO OPERATE AND MANAGE FOOD SERVICES

This Agreement to Operate and Manage Food Services ("Agreement") is made and executed this 1st day of January, 2015, between Lamar University, with principal offices located in Beaumont, Texas (referred to as "University") and Chartwells, a division of Compass Group USA, Inc., a Delaware corporation, with principal offices in Charlotte, North Carolina (referred to as "Contractor") (individually, a "Party," and collectively, the "Parties").

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Contractor and University agree as follows:

Article I. The Contract Documents

Section 1.01 In case of dispute between the documents, the order of precedence is set forth below, except that attachment Z shall supersede all other provisions of this agreement and any related documents. The documents which constitute the entire agreement between the University and Contractor are enumerated as follows and incorporated into this Agreement by reference:

- (a) This Agreement to Operate and Manage Food Services between University and Contractor, executed January 1, 2015 and commencing January 1, 2015 (previously defined as the "Agreement").
- (b) The Food Service Operations Manual, dated January 1, 2015 (the "Operations Manual").
- (c) Exhibit A to the Agreement – Financial Terms
- (d) Exhibit B to the Agreement – RFP# 734-04222014-WG Food Services, including all attachments and amendments thereof.
- (e) Exhibit C to the Agreement – The Contractor's Proposal, signed and dated May 30, 2014, including all follow-up presentations, questions and responses.
- (f) Exhibit D to the Agreement – Future Annual Business Plans
- (g) Exhibit E to the Agreement – Information Technology Systems

Subject to review and approval by the Vice Chancellor and General Counsel and the Vice Chancellor for Finance

Article II. Purpose of Agreement

Section 2.01 PURPOSE OF AGREEMENT – This Agreement sets forth the terms and conditions upon which University retains Contractor to manage and operate On-Site Services (as defined herein) for University's employees, students, visitors and guests at the property owned or leased by University or University's subsidiaries or affiliates ("Affiliates") as said property is identified in the Operations Manual. The parties agree that this Agreement is an exclusive right for Residential Food and Retail Food operations in the facilities defined in the Operations Manual, and a non-exclusive agreement for any concessions and catering Services between University and Contractor. University is not required to purchase any specific On-Site Services from Contractor and may change its requirements at any time as necessary based upon overall business objectives, it being understood that Contractor shall have the exclusive right to provide On-Site Services with the exception of concessions and catering services. These objectives shall include, without limitation, the right of adding or removing facilities to this Agreement in accordance with the terms of this Agreement.

Section 2.02 CHANGES – University shall have the right to change with or without cause the On-Site Services being provided to the University by providing sixty (60) calendar days prior written notice to Contractor. If the change results in an increase in On-Site Services, Contractor shall provide a written plan for the increased services and the parties shall work together to agree on the terms of the increased services.

Section 2.03 EXCLUSIONS – In addition to the non-exclusive rights to concessions and catering referenced above, the following are also excluded from this Agreement:

- (a) Vending is excluded from the On-Site Services that will be provided.
- (b) Exclusive Pouring Rights as stated in the Operations Manual.
- (c) The Contractor will have exclusive rights to provide residential and retail services on campus, and non-exclusive rights to provide catering and concessions services on campus. The Contractor shall be considered the preferred catering service provider, with exclusive rights only in the University Reception Center (Gray Library, 8th Floor), and will have first right of refusal for services costing over two hundred fifty dollars (\$250) elsewhere on campus. The University will have the right to override first right of refusal
- (d) University reserves the right to offer for sale through its on-campus bookstore, currently managed by a third-party, products and services that may be competitive or similar in nature to products and services offered by the Contractor.

Subject to review and approval by the Vice Chancellor and General Counsel and the Vice Chancellor for Finance

Article III. Definitions

The following defined terms shall have the following meanings:

ACCOUNTING PERIOD – Contractor's accounting calendar ordinarily contains one five week and two four week Accounting Periods in each quarter of a year.

AFFILIATE – A subsidiary or an affiliate of Contractor or University.

APPROVAL REQUIREMENTS – The Contractor must submit to University, in writing, requests for changes to On-Site Services as defined in the Operations Manual. University will review and determine approval of the changes. Changes will not be made before written approval is completed. Any changes shall be mutually agreed upon by the parties.

CASH SALES – Funds collected from Customers at the point-of-sale.

CARRY OUT – Food and beverages purchased from the Retail Food Service for consumption away from the Retail Food Service area footprint.

CATERING – Specific On-Site Services, including Meeting Support and Special Event Service, requested by an authorized person of the University in accordance with Approval Requirements.

CHARGE SALES – The purchase of On-Site Services by credit, Food Dollars, Meal Exchange, Express Funds, debit and stored cards.

CHARGE – The fee established by Contractor for goods or services provided by Contractor.

COMMENCEMENT DATE – January 1, 2015.

CONTRACTOR – The firm being employed by University to manage and provide the On-Site Services pursuant to the terms of the Agreement.

CUSTOMER – Person consuming food and beverages within University's facilities.

DIRECT EXPENSES – On-site expenses specifically approved by University, excluding Food Cost and Labor Cost.

EMPLOYEE – Persons employed on-site by the Contractor to provide the On-Site Services.

Subject to review and approval by the Vice Chancellor and General Counsel and the Vice Chancellor for Finance

EXCESS ON OPERATIONS – Amount that the Net Sales exceed the Operating Expense.

EXTERNAL BENCHMARKING – The confidential sharing of data among peer institutions of the University.

FISCAL YEAR – September 1 through August 31, annually.

FOOD COST – On-site expenses for edible products prepared for Customer consumption.

GROSS REVENUE – Gross Sales less Sales Tax.

GROSS SALES – All sales of food, beverages, goods, merchandise and services in the Food service, including applicable local, state and federal sales taxes.

GUEST – Person having access to the Food Services and Catering who is a visitor in University's facility.

INVENTORY – On-site products and supplies purchased by the Contractor that have not been processed or utilized in providing the On-Site Services.

LABOR COST – Exempt and Non-Exempt compensation, including approved payroll taxes, payroll insurance and fringe benefits, for the Contractor's on-site Employees.

OFF-SITE PRODUCTS – Goods and services supplied to the Contractor from an offsite purveyor.

ON-SITE MANAGER – Contractor's on-site Employee directly responsible for supervision and management of the On-Site Services provided by the Contractor.

ON-SITE SERVICES or FOOD SERVICE PROGRAM – Services to be provided by Contractor in accordance with the Operations Manual and RFP #734-04222014-WG Food Services.

OPERATING EXPENSES – Specifically approved by the University, on-site expenses incurred by the Contractor for providing the On-Site Services as defined in the Operations Manual.

OPERATING STATEMENTS – In a format acceptable to University, separate financial and statistical data provided by the Contractor by location as specified in the Operations Manual for Retail Food Service, Residential Food Service, Catering and Concessions for each Accounting Period.

Subject to review and approval by the Vice Chancellor and General Counsel and the Vice Chancellor for Finance

OPERATIONS MANUAL – Manual for Operation and Management of Food Services that specifies the Current Conditions, and the University's and Contractor's Responsibilities.

POURING RIGHTS – An exclusive agreement between the University and a beverage company that will be honored by the Contractor as specified in the Operations Manual.

PRE-OPENING EXPENSES – Extraordinary, non-recurring Operating Expenses incurred by the Contractor in accordance with the Operations Manual.

PRICE AND PORTION GUIDE – Representative list of the price and portion size of typical menu items.

PROPERTY – The University's facility for which the Contractor is providing the On-Site Services pursuant to this Agreement.

QUALITY ASSURANCE AUDIT – Periodic inspection and rating of the preparation, handling and presentation characteristics of the edible products and On-Site Services provided by the Contractor as provided for in the Operations Manual.

RETAIL FOOD SERVICE – A food service provided for students, faculty, staff, and guests as defined in the Operations Manual.

RESIDENTIAL FOOD SERVICE – A food service provided for students and guests as defined in the Operations Manual.

SALES TAX – All applicable local, state and federal excise and revenue taxes to food, beverages and services. These taxes will be collected and paid by Contractor.

SMALLWARES – China, glass, flatware, trays, cookware, tableware, racks, utensils and tools.

SPECIAL EVENT SERVICES – Specific Catering On-Site Services requested as needed and as authorized in accordance with the Approval Requirements.

SPECIAL EVENT PLANNER – A document provided by Contractor to assist with the scheduling and planning of functions which require Special Event On-Site Services.

UNIVERSITY – The University, or an Affiliate of, as the case may be.

UNIVERSITY'S REPRESENTATIVE – Person or firm designated in writing by University to convey and receive notices, requests or other communications from the Contractor.

Subject to review and approval by the Vice Chancellor and General Counsel and the Vice Chancellor for Finance

WRITTEN APPROVAL – The communication of record required to comply with certain provisions of the Operations Manual.

Article IV. Term

Section 4.01 The term of this Agreement is for a period of ten (10) years, commencing January 1, 2015 (the "Commencement Date") unless terminated sooner as provided herein. The term expires December 31, 2024.

Article V. University's Responsibilities and Contractor's Responsibilities

Section 5.01 The scope of services and the responsibilities of the University and the Contractor are specified in the Operations Manual and RFP # 734-04222014-WG Food Services, including all attachments, proposals, presentations, and follow-up documents thereof.

Article VI. Financial Terms

Section 6.01 Contractor shall collect and account for Gross Sales and pay Operating Expenses. The Financial Terms of the Agreement are provided in Exhibit A of this Agreement.

Article VII. Special Terms and Conditions

Section 7.01 INSURANCE: The Contractor shall provide and maintain the accepted minimum Owner insurance coverage as outlined in the Operations Manual until the work covered in the contract is completed. Lamar University – Beaumont and the Texas State University System, their regents and employees shall be listed as additional insured's. All policies of insurance must contain a provision that the company writing the policy will give the University a thirty (30) day notice of cancellation or reduction to the amounts of insurance.

Section 7.02 INDEPENDENT CONTRACTOR: The Contractor shall not be an employee of the University, but shall be an independent Contractor. The Contractor shall indemnify and hold the University harmless with respect to all withholding, social security, unemployment compensation, and all other taxes or amounts of any kind relating to employment of any labor or other persons providing services to the University under this agreement. Nothing in this agreement shall be construed as authority for the Contractor to make commitments that shall bind the University or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

Subject to review and approval by the Vice Chancellor and General Counsel and the Vice Chancellor for Finance

- Section 7.03 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all Subcontractors that it may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the Contractor. The Contractor agrees that it is fully responsible for the negligent acts and omissions of its Subcontractors and of persons employed by them as Contractor is for the negligent acts and omissions of its own employees.
- Section 7.04 RESTORATION: Upon the termination or expiration of the Agreement, the Contractor shall vacate the Property and equipment, leaving them in substantially the condition in which they were received at the Commencement Date, and as modified by improvements made with the Investment, reasonable wear and tear and loss due to fire or other casualty not caused by Contractor's negligence excepted. "Reasonable wear and tear" shall include loss resulting from breakage or damage arising in the ordinary course of operations. "Reasonable wear and tear" shall not include pilferage or theft by Contractor's Employees, or excessive wear and tear and breakage resulting from misuse or abuse of the facilities, equipment and Smallwares either through the negligence or intentional acts of the Contractor or Contractor's Employees and agents.
- Section 7.05 STANDARDS OF CONDUCT: The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. In its execution of this agreement, Contractors, its subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
- Section 7.06 TERMINATION FOR CAUSE: Either party may terminate the contract for failure to perform pursuant to the contract by providing ninety (90) days written notice; provided, however (1) that in the event that such failure to perform is cured within the 90 day period, the contract will not terminate, and provided further (2) that the Contractor may not terminate prior to the end of a semester.
- Section 7.07 TERMINATION BY CHOICE: The University may terminate the contract at any time by giving at least one hundred eighty (180) days prior written notice to the other party of the intention to terminate the Contract.

Subject to review and approval by the Vice Chancellor and General Counsel and the Vice Chancellor for Finance

The Contractor may terminate the Contract by giving written notice to the University of the intention to terminate the Contract at least one hundred eighty (180) days prior to June 30, and the termination will be effective June 30.

Section 7.08 TRANSITION. Upon the expiration or earlier termination of this Agreement, Contractor shall cooperate with University and provide University with termination/expiration assistance in order to enable University to obtain from another vendor, or provide for itself, services to substitute for or replace those provided by Contractor. Such assistance will begin on the delivery of any notice of termination under the Agreement or ninety (90) calendar days prior to the expiration date, regardless of the reason for such expiration or termination, and extend until termination or expiration of the Agreement. Contractor will cooperate in supporting third-party designee's transition activities.

Section 7.09 STUDENT EMPLOYMENT POLICY: It is mandatory that the Contractor adhere to the University Student Employment policies, found at: <http://students.lamar.edu/student-handbook.html>

Section 7.10 TEXAS STATE UNIVERSITY SYSTEM (TSUS) POLICIES: The Contractor is required to adhere to all Texas State University System (TSUS) policies regarding third party vendors found at <http://www.tsus.edu/about/policies.html>

Section 7.11 EQUAL OPPORTUNITY LAWS: The University is committed to Equal Opportunity. The Contractor must comply with Equal Opportunity laws and will not discriminate against any employee or applicant for employment because of race, creed, national origin, sex, age, job-unrelated handicap, marital status, sexual orientation, or gender identity. **The Parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that the Parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

Section 7.12 SUBCONTRACTING: Any service provided by the Contractor that will be performed, in whole or in part, by Affiliates or subcontractor of the Contractor must be specifically identified. The business relationship between the Contractor and such third parties must be sufficiently explained in the response so as to allow the University to make a reasonable judgment as to any risk or benefit of

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such a relationship. The University will enter into a relationship with the Contractor, which shall assume full responsibility for the performance of any Affiliate or subcontractor.

Section 7.13 FINAL OPERATING STATEMENTS AND PAYMENTS: Upon termination of this Agreement for any reason, Contractor shall account to University for all matters outstanding with respect to this Agreement and in furtherance of that end, Contractor shall deliver to University the following with respect to this Agreement:

- (a) A final accounting, reflecting the final Operating Statements as of the date of termination to be delivered within thirty (30) calendar days after such termination.
- (b) Any balance or monies of University held by Contractor to be delivered within thirty (30) calendar days after such termination. University shall simultaneously deliver to Contractor any monies due to be paid within thirty (30) calendar days after such termination.

Section 7.14 INFORMATION TECHNOLOGY SYSTEMS: Any hardware or software that will require use of the Lamar University network must be pre-approved by Lamar University IT Division and must comply with Lamar University Policies. By reference the following documents are incorporated into this agreement:

- Texas State University System Mutual Non-Disclosure Agreement
- Attachment Z – “Applicable Law, Limitations, Waiver of Sovereign Immunity, Indemnification and Dispute Resolution”

Refer to Exhibit E.

In connection with the services being provided hereunder, Contractor may need to operate certain information technology systems not owned by University (“Contractor owned Systems”), which may need to interface with or connect to University’s networks or information technology systems (“University Systems”). Contractor shall be responsible for all Non-University Systems, and University shall be solely responsible for University Systems and both will take the necessary security and privacy protections. Contractor will serve as the merchant-of-record for credit or debit card transactions in connection with any of the services provided hereunder. Contractor will be responsible for complying with **University policies**, all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (“Data Protection Rules If Contractor owned Systems interface with or connect to University Systems, then, upon University review and approval, University agrees to implement forthwith upon request from Contractor, at **Contractor’s**

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expense, the changes to the University Systems that Contractor reasonably requests and believes are necessary or prudent to ensure Contractor's compliance with the Data Protection Rules.

If Contractor demonstrates that changes to the University Systems are necessary and prudent to ensure Contractor's compliance with the Data Protection Rules, the Contractor will submit a request to the University to review and approve such changes. If approved, then at the Contractor's expense, the changes would be scheduled and implemented by the University. University will promptly provide Contractor with written notice of any change to its policies pertaining to University Systems, or change in configuration of University Systems, in order that Contractor may assess the impact of such change upon the security of Non-University Systems. To the extent permitted by Texas law each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs to the extent caused by the indemnifying party's failure to comply with its obligations in this section.

Article VIII. Method of Payment

Section 8.01 Payment will be made in accordance with the Operations Manual. All invoices shall show the contract number and/or purchase order number. Invoices for items or services ordered, delivered, and accepted shall be submitted by the Contractor to the address that appears on the University's assigned purchase order.

Section 8.02 The Contractor shall ensure that a current W-9 (Taxpayer Identification Number and Certification) is on file in the Accounts Payable Office. Failure to have a current W-9 on file may delay payment of any invoice(s) submitted. Invoices presented to the Accounts Payable Office are deemed valid only if a current W-9 is on file.

Section 8.03 INVOICES:

(a) Please e-mail invoices to: kenneth.rodriguez@lamar.edu

(b) A copy of all invoices must be mailed to:

Lamar University
Attention: Kenneth Rodriguez
P.O. Box 10003
Beaumont, TX 77710

(c) Weekly Invoices: Within five (5) days after the end of each week, Contractor will submit to University an invoice for the amounts due Contractor pursuant

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to meal plan data for such period as provided by the University. Periods will be mutually agreed upon. Contractor shall invoice University for all catering and special events due as incurred.

Article IX. General

Section 9.01 LOSS OF FUNDING: Performance by Lamar University under the Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The Texas State University System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or if the Board fails to allocate the necessary funds, then Lamar University will issue written notice to Contractor and Lamar University may terminate the Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Lamar University.

Section 9.02 FORCE MAJEURE: Neither the Contractor nor Lamar University shall be liable to the other for any delay in, nor failure of performance of, any requirement included in any contract resulting from this contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

Section 9.03 RIGHT TO AUDIT: At any time during the term of the Contract and for a period of four (4) years thereafter, Lamar University or a duly authorized audit representative of Lamar University, The Texas State University System, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under the Contract. In the event such an audit by Lamar University reveals any errors/overpayments by Lamar University, Contractor shall refund Lamar University the full amount of such overpayments within thirty (30) days of such audit findings, or Lamar University, at its sole option, may deduct such

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overpayments from any amounts Lamar University is required to pay Contractor under this or any Contract.

Section 9.04 INDEMNIFICATION:

(a) To the fullest extent permitted by law, each Party shall indemnify, defend and hold the other harmless from any and all losses, damages or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage caused by any negligent act or omission of such Party, any willful misconduct of such Party, or any breach by such Party of its obligations under this Agreement. The right of a Party (the "Indemnified Party") to indemnification under this Agreement shall be conditioned upon the following: prompt written notice to the Party obligated to provide indemnification (the "Indemnifying Party") of any claim, action or demand for which indemnity is claimed subject to approval by the Texas Office of Attorney General; control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party; and such reasonable cooperation by the Indemnified Party, at the Indemnifying Party's request and expense, in the defense of the claim. The Indemnified Party shall have the right to participate in the defense of a claim with counsel of Indemnifying Party's choice and at its expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld), settle, compromise or consent to the entry of any judgment that imposes any liability upon the Indemnified Party.

(b) In addition, Contractor shall and does hereby agree to indemnify, protect, defend with counsel approved by Lamar University, and hold harmless indemnitees from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other proprietary interest arising by or out of the performance of services or the provision of goods by contractor pursuant to the contract, or the use by Contractor, or by indemnitees at the direction of contractor, of any article or material; provided, that, upon becoming aware of a suit or threat of suit for such infringement, Lamar University shall promptly notify contractor and contractor shall be given full opportunity to negotiate a settlement. In the event of litigation, Lamar University agrees to reasonably cooperate with Contractor. All parties will be entitled to be represented by counsel at their own expense.

(c) The indemnities contained herein shall survive the termination of the Contract for any reason whatsoever.

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- Section 9.05 INDEPENDENT CONTRACTOR: Contractor is and shall remain an independent contractor in relationship to Lamar University. Lamar University shall not be responsible for withholding taxes from payments made under any contract. Contractor shall have no claim against Lamar University for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- Section 9.06 GOVERNING LAW AND VENUE: Federal and State courts in Texas, shall be the proper place of venue for suit on or in respect of the Contract. The Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- Section 9.07 CANCELLATION: Lamar University shall have the right to cancel all or any part of the Contract if Contractor breaches any of the terms, conditions, or requirements hereof, or if the Contractor closes its business operations, becomes insolvent or is adjudged bankrupt. Such right of cancellation is in addition to, and not in lieu of, any other remedies that Lamar University may have at law or in equity.
- Section 9.08 AUTHORIZED TO CONDUCT BUSINESS IN TEXAS AND EXECUTE AGREEMENTS: If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Contract, and the individual executing the Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.
- Section 9.09 PAYMENT OF DEBT OR DELINQUENCY TO THE STATE: Pursuant to Texas Government Code Sections 2107.008 and 2252.903, Contractor agrees that any payments owing to Contractor under the Contract may be applied directly to any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
- Section 9.10 NO INDUCEMENT FOR CONTRACT AWARD: Contractor affirms that it has not given or offered to give, nor does Contractor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity,

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special discount, trip, favor or service to a public servant in connection with the Contract.

Section 9.11 TEXAS FAMILY CODE CHILD SUPPORT CERTIFICATION: Pursuant to Texas Family Code Section 231.006 relating to child support, Contractor certifies that it is not ineligible to receive the award of or payments under the Contract and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 9.12 OPEN RECORDS: Contractor is hereby notified that Lamar University strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information. University will notify Contractor of a request for public information that implicates Contractor's materials and will provide Contractor with the opportunity to raise any objections to disclosure to the Texas Attorney General prior to disclosure of the Agreement of any Confidential Information of Contractor. Contractor is required to make any information created or exchanged with the University pursuant to the contract, that is not excepted from disclosure under the Public Information Act, available in a format that is accessible to the public at no additional charge. The following formats are deemed to comply with this provision: electronic files in Word, PDF, Excel or similar format, and paper copies mailed to University. Chartwells is not subject to the Public Information Act. However, Chartwells recognizes that Lamar is subject to the Act and will comply with requirements of the Act that impact this contract. In the course of providing Services hereunder, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party which includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals and software, all of which shall be identified as confidential ("Confidential Information"). Subject to the preceding paragraph, the Parties agree to hold in confidence and not to disclose any Confidential Information during the Term of this Agreement and for two (2) years afterward, except that the Parties may use or disclose Confidential Information: (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) that is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) that is

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subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a government authority. The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party. Each Party's Confidential Information shall remain the exclusive property of the Party and shall be returned to the other Party upon termination or expiration of this Agreement. In the event of any breach of this provision, the Parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement. See Texas State University System Mutual Non-Disclosure Agreement, which is attached hereto and made a part hereof.

Section 9.13 SEVERABILITY: In the event that any provision of the Contract, or the application thereof to any person or circumstance, is determined to be invalid, unlawful, or unenforceable to any extent, the remainder of the Contract, and the application of such provision to persons or circumstances other than those to which it is determined to be unlawful, invalid, or unenforceable to any extent, shall continue to be valid and may be enforced to the fullest extent permitted by law.

Section 9.14 TIME OF ESSENCE. Time is of the essence with regard to all of Contractor's obligations pursuant to this Agreement.

Section 9.15 PARAGRAPH HEADINGS. The paragraph headings and captions of this Agreement are for convenience only and shall not be used to interpret any of the terms or conditions of this Agreement.

Section 9.16 ENTIRE AGREEMENT. This Agreement, and the documents executed contemporaneously herewith and/or incorporated herein by reference, set forth all the agreements and undertakings between University and Contractor relative to the providing of On-Site Services to the Property and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed or implied, executed or executory, between them other than as herein set forth or set forth in said written instruments executed contemporaneously with execution hereof. This Agreement may not be modified in any manner except by an instrument in writing executed by the parties hereto.

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Chancellor for Finance**

IN WITNESS WHEREOF, authorized representative of the University and Contractor
have executed this Agreement to be effective as of the day and year written above.

COMPASS GROUP USA, INC. by and through its Chartwells Division

By: _____
Steven M. Sweeney
President & CEO
Date _____

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

Kenneth Evans, PhD, President
Lamar University
Date _____

Chancellor Brian McCall, PhD
Date _____

APPROVED by the Board of Regents on _____ at _____

Dr. Jaime R. Garza
Chairman of the Board
Date _____

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EXHIBITS

Exhibit A – Financial Terms

Exhibit B – RFP# 734-04222014-WG Food Services, including all attachments and amendments thereof.

Exhibit C – The Contractor's Proposal, signed and dated May 30, 2014, including all follow-up presentations, questions and responses.

Exhibit D – Future Annual Business Plans

Exhibit E – Information Technology Systems

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Chancellor for Finance



TEXAS STATE UNIVERSITY SYSTEM
MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (AGREEMENT) is made this
between _____ (_____)
and Lamar University, Beaumont, TX (INSTITUTION),
a component institution of the Texas State University System, with principal offices in Austin, Texas.

In order to facilitate certain discussions, analyses, and activities related to an existing or potential business transaction (TRANSACTION) between (_____) and INSTITUTION, certain information (INFORMATION), has been and will be disclosed, orally and in writing, to INSTITUTION by (_____) and to (_____) by INSTITUTION. All INFORMATION of any kind disclosed by either (_____) or INSTITUTION regarding the TRANSACTION shall be considered confidential and proprietary, regardless of whether it is marked or designated as such, and shall only be used and/or disclosed as provided in this AGREEMENT. For purposes of this AGREEMENT, with respect to any specific item of INFORMATION, the party disclosing such information shall be referred to as the "Disclosing Party" and the party receiving such information shall be referred to as the "Receiving Party".

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein,
(_____) and INSTITUTION, intending to be legally bound, agree as follows:

1. Each Receiving Party agrees:
 - a. to hold any INFORMATION furnished to it by a Disclosing Party in the same manner that it holds its own confidential and proprietary information,
 - b. to keep the INFORMATION secret and treat it confidentially,
 - c. except as otherwise provided in this AGREEMENT, not to permit any other person or entity to, directly or indirectly, appropriate, divulge, disclose or otherwise disseminate to any other person or entity, nor use in any manner for such Receiving Party's or any other person's or entity's purposes or benefit, any INFORMATION furnished to it by a Disclosing Party, and
 - d. not to use or aid others in using any INFORMATION in competition with the applicable Disclosing Party, except to the extent that disclosure is required by law or by a decision of the Texas Office of Attorney General and the State Public Information Act; provided, however, that the Receiving Party shall provide the Disclosing Party with notice as far in advance of any required disclosure as is reasonable and practicable in order for the Disclosing Party to obtain an order or other assurance that any information required to be disclosed will be treated as INFORMATION and the Receiving Party shall use all reasonable efforts to cooperate with the Disclosing Party in connection therewith and in furtherance thereof.
 - e. transfer INFORMATION only in the format agreed upon by both.

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2. Unless written consent is otherwise granted by the Disclosing Party, the Receiving Party shall restrict its disclosure of any INFORMATION disclosed to it by the Disclosing Party to those employees of the Receiving Party with a need to know such INFORMATION in order to perform services specifically requested by the Receiving Party related to facilitating the discussions, analyses, and activities related to the TRANSACTION; provided that all such employees shall be notified of the confidential and proprietary nature of such INFORMATION and shall agree to treat the INFORMATION in accordance with the requirements of this AGREEMENT.
3. The obligation, imposed upon a Receiving Party herein shall not apply to INFORMATION of a Disclosing Party which
 - a. is already available to the public or becomes available to the public through no wrongful act of the Receiving Party,
 - b. is already in the possession of the Receiving Party and not subject to an existing agreement of confidence between the Disclosing and Receiving Parties,
 - c. is received from a third party without restriction and without the Receiving Party's knowledge that the third party has breached any confidentiality obligations it may have to the Disclosing Party, or
 - d. is independently developed by the Receiving Party.
 - e. The Texas Public Information Act will apply.
4. All INFORMATION furnished by the Disclosing Party to the Receiving Party shall be deemed to be loaned to the Receiving Party for use solely in connection with facilitating the discussions and analyses related to the TRANSACTION and shall, upon the written request of the Disclosing Party, either be returned to the Disclosing Party or destroyed by the Receiving Party. In connection with any such request, if so requested by the Disclosing Party in writing, the Receiving Party shall confirm in writing to the Disclosing Party that it has destroyed or returned all copies of the Information disclosed by the Disclosing Party then in its possession.
5. This Agreement shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by its duly authorized officer, to become effective as of the date last executed below.

INSTITUTION

()

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Chancellor for Finance

ATTACHMENT "Z"
**Applicable Law, Limitations, Waiver of Sovereign Immunity,
Indemnification and Dispute Resolution**

APPLICABLE LAW:

FOR ANY AWARD THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SHALL APPLY.

LIMITATIONS:

The parties acknowledge that they are aware that there are constitutional and statutory limitations on the authority of Lamar University ("University") to enter into certain terms and conditions of an agreement, including, but not limited to:

- those conditions relating to liens on University's property;
- disclaimers and limitations of warranties;
- disclaimers and limitations of liability for damages, waivers, disclaimers and limitations of legal rights, remedies, requirements and processes;
- limitations of periods to bring legal action; granting control of litigation or settlement to another party;
- liabilities for acts or omissions of third parties;
- payments of attorneys' fees; dispute resolution; indemnities; and,
- confidentiality (collectively, the "Limitations").

Terms and conditions relating to these "Limitations" will not be binding except to the extent authorized by the laws and Constitution of the State of Texas.

WAIVER OF SOVEREIGN IMMUNITY:

Upon award, the parties specifically agree that (i) neither the execution of the Agreement, nor any other conduct, action or inaction of any representative of the University relating to the Agreement constitutes, or is intended to constitute, a waiver of the University's, or the state's, sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

INDEMNIFICATION:

Upon award, this section shall apply only to the extent permitted by Texas law. Lamar University does not waive any of its rights or defenses under Texas law.

DISPUTE RESOLUTION:

To the extent that **Chapter 2260, Texas Government Code**, is applicable to any resulting agreement and is not preempted by other applicable law, the dispute resolution process provided for the Texas State Government Code Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the parties to attempt to resolve any claim for breach of contract made that cannot be resolved in the ordinary course of business.

NOTE: In accordance with Texas Education Code, Chp. 51, Sec. 51.9335, Subsection (h):

"In any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be part of the executed contract without regard to (1) whether the provisions appears on the face of the contract; or (2) whether the contract includes any provisions to the contrary."

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Chancellor for Finance**

I. Financial Arrangement

A. Fiscal Year

1. The fiscal year will commence on September 1st of each year, and end on August 31st. The Parties will utilize this fiscal year and an Accounting Period cycle for financial reporting as specified in the Agreement and Operations Manual.

B. Excess on Operations Basis and Compensation

1. The Contractor shall operate all services on an Excess on Operations basis. The University will not subsidize the food operations. Any financial losses from the Food Service Program (“Food Service Program” or “On-Site Services”) will be the sole responsibility of the Contractor.
2. The Contractor shall operate the residential dining operation in the dining hall in a manner in which the Contractor receives a fixed payment for each board participant as outlined in section E below, and shall operate the remainder of the On-Site Services, including retail, catering, conferences, and concessions sales, with a percentage of Gross Sales paid to the University as outlined in section F below.
3. All price modification between the University and the Contractor will be presented according to the Agreement and Operations Manual.

C. Investment

1. Contractor will provide investment funds to the University for University’s Food Service Program to fund capital improvements to the University’s premises in the amount of Seven Million Five Hundred Twenty-Two Thousand Dollars (\$7,522,000.00) (“Investment”). This Investment will be disbursed in accordance with the table below, and amortized on a straight line basis in accordance with such table. No additional markups will be allowed to be expensed to capital investment for “direct support.” This includes but is not limited to corporate support fees. The University will have the right to re-allocate funds at its discretion, and the Parties mutually agree on disbursement dates and amortization schedules. All Investment funds shall be fully amortized by December 31, 2024.

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Year	Proposed Item	Amount	Disbursement Date/Amortization Begins	Amortization Completion Date
Year 1	Brooks-Shivers Dining-Hall Technology	\$100,000.00	1/1/2015	12/31/2024
	Brooks-Shivers Dining-Porch Seating	\$125,000.00	1/1/2015	12/31/2024
	Refresh Setzer-Compass Brands	\$300,000.00	1/1/2015	12/31/2024
	Catering Kitchen Montagne Center	\$400,000.00	1/1/2015	12/31/2024
	University Reception Center Lounge	\$300,000.00	1/1/2015	12/31/2024
	Wellness Center Ave. C	\$200,000.00	1/1/2015	12/31/2024
	Food Truck and Landing	\$250,000.00	1/1/2015	12/31/2024
	Vehicles	\$89,000.00	1/1/2015	12/31/2024
	Computers	\$8,000.00	1/1/2015	12/31/2024
	TOTAL YEAR 1	\$1,772,000.00		
Year 2	POS/Cbord Micros	\$150,000.00	10/1/2015	12/31/2024
	Setzer Center/Infrastructure/Franchise	\$3,900,000.00	10/1/2015	12/31/2024
	ICE Concept	\$200,000.00	10/1/2015	12/31/2024
	Starbucks	\$400,000.00	10/1/2015	12/31/2024
	TOTAL YEAR 2	\$4,650,000.00		
Year 3	Brook-Shivers Pulse on Dining	\$1,100,000.00	10/1/2016	12/31/2024
	TOTAL	\$7,522,000.00		

2. In addition to the Investment provided to the University by the Contractor as described above, a One Million Dollar (\$1,000,000.00) unrestricted signing bonus, to be amortized on a straight line basis over the first five years of the Agreement, will be provided to the University by the Contractor (the “Signing Bonus”). The University shall hold title to items funded by the Signing Bonus. If the Agreement expires or is terminated for any reason prior to the full amortization of the Signing Bonus, the University is liable for and promises to pay to Contractor on the termination date the unamortized portion of the Signing Bonus.
3. The Investment will be amortized on a straight-line basis with zero percent (0%) interest and without any other fees, commencing the day the Agreement is executed. Such amortization of the Investment shall be charged as an Operating Expense. All Investment funds shall be fully amortized by June 30, 2024.
4. The Contractor shall provide One Hundred Thousand Dollars (\$100,000.00) per year for a total of Five Hundred Thousand Dollars (\$500,000.00) in years six (6)

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through ten (10) of the Agreement (2019/2020 – 2023/2024). The purpose of these Investment funds are to refresh the Food Service Program as may be needed, and will be mutually agreed upon. These potential additional Investment funds shall be fully amortized by December 31, 2024. The University reserves the right to not accept Investment funds from the Contractor.

5. The anticipated use of the Investment funds will include but are not limited to the following: renovation and/or build out of Setzer Student Center, technology & porch seating at Brooks-Shivers Dining Hall, catering production kitchen at Montagne Event Center, University Reception Center upgrades, Avenue C Micro Market at Umphrey Recreation Center, food truck landing pad(s), I.C.E. portable container retail store concept, vehicles and computers.
6. The University will determine the actual use and management of any and all Investment funds at its sole discretion. However, in the event University chooses to utilize Investment funds for purposes other than those described in Contractor's proposal, or chooses to implement improvements on a schedule that differs from the schedule described in the proposal (collectively, "University Elections"), it is acknowledged that adherence to such University Elections may impact revenues, expenses, and/or operating efficiencies, and thus may impact the pro forma. In such event, Contractor and University shall mutually agree upon the potential effect of such University Elections on Contractor's ability to achieve its pro forma and the Parties will mutually agree to modify the financial arrangements between them in consideration thereof.
7. The University shall hold title to items funded by the Investment.
8. If the Agreement expires or is terminated for any reason prior to the full amortization of the Investment, the University is liable for and promises to pay to Contractor on the termination date the unamortized portion of the Investment.

D. Board Days 2014/2015 Academic Year

1. The number of Board Days in the 2014/2015 Academic Year is 228, and the number of Board Days in 2015 Summer Term is 70 (35 each session). Days of Operation are outlined in the Operations Manual. It is understood that Board Days will be mutually agreed upon and executed.
2. Break Service Days – The residential dining services shall be open through the Thanksgiving and Spring Break periods on a limited basis to be mutually agreed upon in order to provide services to the international students or others authorized to remain on campus during these periods.

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E. Residential Fee for Service Meal Plans and Rates

1. Details of the current Fee for Service meal plans are specified in the Operations Manual.
2. The following residential and independent meal plans will be offered and invoiced weekly to the University exclusive of Declining Balance (“DB”) Dollars, based on 114 days for Fall/Spring per term, and 35 days per Summer session:

Meal Plan	Daily Meal Plan Rate, exclusive of DB*	Total Cost	Term
All-Access + \$125 DB**	\$8.48	\$966.72	Fall/Spring 2014
14 Meals/Week + 150 DB**	\$7.58	\$864.12	Fall/Spring 2014
10 Meals/Week + \$350 DB**	\$5.69	\$648.66	Fall/Spring 2014
90 Meals/Semester Block + \$450 DB**	\$4.08	\$465.12	Fall/Spring 2014
Summer 50 Meals/Session Block + \$100 DB	\$7.90	\$276.50	Summer 2015
Commuter 50 Meals/Semester Block + \$200 DB	\$1.65	\$188.10	Fall/Spring 2014

*Declining Balance (DB) Dollars are subject to Commissions paid to the University when redeemed. The University retains all unused DB Dollars at the end of each semester.

**Up to 114 service days for Fall/Spring per term.

3. The Plan Rates above are guaranteed for the first two (2) years of the Agreement. Plan Rates are negotiable after Year 1, but any agreed upon changes would not become effective until Year 3, after the first two (2) years of the Agreement.
4. Within five (5) days after the end of each week, Contractor will submit to University an invoice for the amounts due Contractor pursuant to meal plan data for such period as provided by the University. For clarity, meal plan data, such as rosters and current total participants in each meal plan, will be provided to the Contractor by the University on a weekly basis. The Contractor shall invoice the University based only on the most current weekly data. There will be no lock on roster totals at any time.

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5. Partial Board Days billing schedule - When partial operating days occur, the Contractor shall bill the University a portion of the Daily Meal Plan Rate on the following basis:
 - a) Breakfast – 25%
 - b) Lunch – 35%
 - c) Dinner – 40%

F. Commissions

1. University receives a commission from Contractor on all Non-Board Food Gross Revenue. The term “Non-Board Food Gross Revenue” as used in this section shall include Gross Revenue from all retail food sales, residential food door sales, declining balance (DB) sales, concessions and catering sales, but shall not include revenue from Meal Plan sales.
2. For the period commencing January 1, 2015 and continuing until December 31, 2024 the University shall receive commissions as follows:

	Percent (%) of Gross Revenue Commission to University
Residential Food (Guest, Faculty, Staff Meals)	17.5%
Retail Food (includes commission-eligible subcontractor sales)	17.5%
Catering	17.5%
Concessions	25.0%
Declining Balance Dollars (DB)	17.5%
National Brands	12.5% (except DB at 15.0%)

3. Any commissions paid to the University shall be charged as an Operating Expense.
4. Contractor agrees to guarantee Year One (2015) commissions to the University of Seven Hundred Twelve Thousand Dollars (\$712,000.00). Year Two (2016) commissions will be guaranteed up to the amount of actual Year One commissions. Year Three (2017) commissions will be guaranteed up to the amount of actual Year Two commissions, and so forth, providing a guaranteed commission structure for each year of the Agreement including any renewals.

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G. Early Return Days and Pricing

1. Students (athletes, resident advisors, etc.) start to arrive on campus in early-August each fall before classes begin. The residential food services shall be open to accommodate early returning students as mutually agreed upon, and upon proper pre-authorization the meals will be invoiced to the applicable department of the University on an actual usage basis. Residential meal rates for early returning students will be invoiced at the current Camp and Conference Pricing as outlined in the following section, or as otherwise mutually agreed upon.

H. Summer Camp and Conference Pricing

1. The Camp and Conference Meal Rates invoiced to the University are:

Meal	Meal Rate
Breakfast	Current Cash Door Rate - Guests
Lunch	Current Cash Door Rate - Guests
Dinner/Brunch	Current Cash Door Rate – Guests
Daily	Current Cash Door Rate - Guests

I. Faculty/Staff and Guest Meal Prices

1. The Door Rate or Guest Meal Rate at Residential Food facilities is:

Meal	Cash Door Rate – Faculty/Staff	Cash Door Rate – Guests
Breakfast	\$5.00	\$5.95
Lunch	\$6.00	\$6.95
Brunch	\$7.00	\$7.95
Dinner	\$7.00	\$7.95

J. Menu Pricing

1. All menus and prices are provided by the Contractor and must be approved by the University.

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2. The following are market basket pricing tables for retail food, catering and concessions:

<i>Retail Pricing</i>		
Item	Portion	Retail Price
Juice, Bottle	16 oz.	\$1.99
Milk	16 oz.	0.99
Coffee	16 oz.	1.49
Coffee, Premium	16 oz.	2.05
Soda, Fountain	24 oz.	1.35
Soda, Bottle	20 oz.	1.49
Tea, Bottle	16 oz.	2.29
Water, Bottle	20 oz.	1.49
Bagel	Each	1.59
Eggs	2 Eggs	1.39
Bacon Strips	3 Bacon Strips	1.35
Breakfast Sandwich - Egg/Sausage/Cheese	Each	3.65
Soup	Cup	2.44
Tuna Sandwich	Each	4.65
Turkey Sandwich	Each	2.39
Cheeseburger	1/4 lb.	3.79
French Fries	Regular	1.50
Pizza, Cheese	Slice	4.29
Grilled Chicken Sandwich	Each	4.49
Chef Salad	Each	5.35
Pasta, Entrée	Each	4.99
Rotisserie Chicken Entrée	Each	4.99
Big Grab Chips	Bag	1.09
Apple Pie	Slice	1.39
Yogurt, Container	6 oz.	2.49

K. Continuous Improvement Plan and Performance Outcomes

1. Within one-hundred (120) days of the Commencement date of the Agreement, ,
the Contractor and University shall mutually agree upon the specific Continuous

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Improvement Program (CIP) program to be utilized as outlined in the Operations Menu.

2. The Contractor shall provide funding to support the CIP and external benchmarking to the University each year of the contract in the form of a check at a rate of 1.0% of all Gross Revenue of the Food Service Program under contract. The payment to the University will be made as follows: 50.0% at the beginning of the fall semester and 50.0% at the beginning of the spring semester. At the end of each contract year reconciliation shall be performed to ensure that the University has been paid all amounts due under this provision.
3. The CIP funding shall not be amortized, and is not subject to any buyback terms or conditions. CIP funding shall be charged as an operating expense on the Contractor's financial statements.

L. Special Services – In-Kind Donations

1. The Contractor will provide the following without charge to the University:

Item	Annual In-Kind Donation to the University	Notes
One-Time Partnership Gift	\$200,000.00	2015
Unencumbered Catering Fund	\$50,000.00	Annually (up to \$500,000 if 10 years)
*Academic Scholarships (4) (Marketing, Hospitality Administration & Culinary Arts, Dietetics)	\$34,000.00	Annually (up to \$340,000 if 10 years)
Five (5) paid internships (Marketing, Hospitality Administration & Culinary Arts, Sustainability, Dietetics, Construction Management)	--	Costs borne by Contractor. Value estimated at \$29,000.00 per year.

*Scholarship recipients from the Hospitality Administration & Culinary Arts program will be guaranteed a job offer by the Contractor upon graduation.

2. Additional In-Kind Donations – The Contractor shall be dedicated to achieving the measurable goals as outlined below as proposed by Contractor. The Contractor and University will mutually determine a sliding scale for In-Kind donations related to achieving these goals within one hundred twenty (120) days of contract commencement. These goals and potential in-kind donations will be part of, and in addition to, the Continuous Improvement Program (CIP) outlined

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in section K above.

- a) HUB Plan Purchasing - Contractor shall meet or exceed local & HUB purchasing goals as stated in the Operations Manual. If the Contractor fails to meet or exceed these targets as measured quarterly, a contribution up to \$50,000 to a University scholarship fund is required.
 - b) Catering – Contractor shall meet or exceed expectations and customer satisfaction with regard to catered events. This will be monitored through post event surveys through the online CaterTrax system. If Contractor does not meet the set criteria, an in-kind contribution of up to \$50,000 annually to a University scholarship fund shall be required.
 - c) Safety & Sanitation – Contractor employs a third party quality assurance, safety and sanitation company who performs annual audits of its operations. If mutually agreed upon performance metrics are not achieved, Contractor shall contribute up to \$25,000 annually to a University scholarship fund.
 - d) Customer/Student Satisfaction – Through the Contractor’s third party surveys, Contractor hereby commits to an increase in customer satisfaction scores annually. Contractor shall use the current combined 2015 survey results as a baseline and work with the University to develop mutually agreeable satisfaction goals. Should Contractor fail to achieve the mutually agreed upon goals, Contractor shall contribute \$50,000 to a University scholarship fund.
3. In-Kind Donations are gifts to the University and are not amortized or subject to any buyback terms or conditions. In-Kind Donations shall be charged as an Operating Expense on the Contractor’s financial statements.

M. Rebates on Product Purchases

1. Many of the manufacturers, suppliers and distributors provide rebates, allowances, and other payments to Contractor based on Contractor’s purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowance and other payments obtained from manufactures, supplier and distributors, will be retained by Contractor.
2. University accepts that Contractor or its parent company, Compass Group USA, Inc. (“Compass”) may receive volume, trade or cash discounts for items purchased as part of doing business at University and that those discounts will accrue to Chartwells and/or Compass and will not be credited back to University and is not a part of Gross Revenue as defined in the contract.

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3. A flat charge of 34 percent of gross payroll will be reflected in Contractor's operating statements to cover payroll taxes and employee benefit costs. Such costs include medical plans, life insurance, FICA, FUI, SUI, Workers' Compensation insurance, state disability insurance, 401(k) and payroll and benefit plan preparation and processing, and costs imposed due changes in any federal, state or local law including regulatory or legislative mandates, and legal costs. This rate may change as benefit, tax and other associated costs change.
4. The Contractor will apply a 2.5% Volume Allowance Rebate credit on all food and paper purchases on its monthly financial operating statements.

N. Conditions

1. The financial and operations terms of the Agreement are also based on conditions in existence on the date Contractor commences service, including without limitation University's student population; labor costs (including but not limited to benefits and insurance costs); food and supply costs; federal, state and local sales, use and excise tax. In addition, Contractor has relied on representations regarding existing and future conditions made by University in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or failure to fulfill, any representation of University, the Parties shall negotiate in good faith to adjust the financial and operational terms on a mutually agreeable basis to reflect the impact of such change, inaccuracy or breach.

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**OPERATIONS MANUAL
FOR
OPERATION AND MANAGEMENT OF FOOD
SERVICES**

LAMAR UNIVERSITY

Beaumont, Texas

January 1, 2015

Subject to review and approval by the Vice Chancellor and General Counsel and the Vice
Chancellor for Finance

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1. PROJECT CONDITIONS

1.1. Current Services / Hours by Site / Meal Period

- 1.1.1. The following provides an overview of current project conditions only. The Contractor's RFP Proposal and responses to University questions, which are Exhibits to the Agreement, provide specific food concepts and brands to be implemented including but not limited to Jason's Deli, Starbucks, Chick-fil-A, Panda Express and Taco Cabana. The Contractor shall adhere to their proposed concepts and brands, including the proposed timelines for implementation.

Residential Food – Brooks-Shivers Dining Hall		
	Monday – Friday	Saturday-Sunday
Breakfast	7 AM – 10:00 AM	7 AM – 10:00 AM
Lunch	11:00 AM – 2:00 PM	-
Brunch	-	11:00 AM – 2:00 PM
Dinner	4:30 PM – 8:00 PM	4:30 PM – 8:00 PM
Limited	OPEN between meals (continuous dining 7a-8p)	OPEN between meals (continuous dining 7a-8p)

Retail Food – Mirabeau's – Setzer Student Center (includes Outtakes, Starbucks "We Proudly Brew")			
	Monday – Thursday	Friday	Saturday-Sunday
Daily Hours	7:00 AM – 11:00 PM	7:00 AM – 6:00 PM	9:00 AM – 6:00 PM
SUMMER HOURS	(TBD) By mutual agreement	(TBD) By mutual agreement	(TBD) By mutual agreement

Retail Food – Cardinal Nest – Food Court - Setzer Student Center (Mondo Subs, Sono Mexican, Pollo Chicken, Balanced Kitchen, Pizza Hut, Sushi w/ Gusto)			
	Monday - Thursday	Friday	Saturday-Sunday
Daily Hours	10:30 AM – 6:30 PM	10:30 AM – 2:30 PM	Closed
SUMMER HOURS	(TBD) By mutual agreement	(TBD) By mutual agreement	(TBD) By mutual agreement

Retail Food – Avenue C Micro Market (self-checkout vending market) Umphrey Recreation Center	
	Monday – Sunday
Daily	Open 24/7 (All Hours that Recreation Center is open)

Retail Food – Monroe Hall Cardinal Store – Outtakes Convenience Store and Papa John's Pizza - Cardinal Village Residential Housing				
	Monday – Friday		Saturday	Sunday
Daily	7:30 AM – 11:00 PM		7:30 AM – 1:00 AM	4:00 PM – 11:00 PM
SUMMER HOURS	8:00 AM – 2:00 PM or by mutual agreement	8:00 AM – 2:00 PM or by mutual agreement	TBD By mutual agreement	TBD By mutual agreement
DELIVERY	24 HOUR Service – 7 Days per Week			

Retail Food – Food Trucks (Two or Three trucks) – Bahn Mon Renegade and Jamaican Cajun			
	Monday – Thursday	Friday	Sat-Sun
Daily	7:30 AM – 5:00 PM	10:00 AM – 3:00 PM	Closed

Retail Food – I.C.E. Container Store (Fresh Press or other to be mutually agreed upon)			
	Monday – Thursday	Friday	Sat-Sun
Daily	7:30 AM – 5:00 PM	7:30 AM – 3:00 PM	Closed

1.2. Serving Dates and Other Information

- 1.2.1. Fall 2014 – Meal plans begin Thursday, August 21, during move-in weekend.
- 1.2.2. Spring 2015 – Meal plans begin Saturday, January 27, 2015.
- 1.2.3. The Dining Hall will be expected to be open for move-in weekend August 21-24, 2014, and must accept cash/credit payment for parents and guests.
- 1.2.4. The following table provides additional information by venue:

Additional Facility Information		
Dining Venue	Approx. # of Seats/Capacity	Total # of Operating Days
Brooks-Shivers Dining Hall (Residential AYCTE)	650	See section 4.4
Mirabeau's – Retail	125	192
Cardinal Nest Food Court	300	192
The Juice Bar (Umphrey Recreation Center)	50+	192
Monroe Hall Cardinal Store (C/Store and Papa John's)	0	225
University Reception Center (8 th Floor Gray Library; three (3) rooms)	300, 125, 60	As Needed
Red Room (Montagne Center)	50	As Needed
Cardinal Room (Montagne Center)	128	As Needed
Suites at Provost Umphrey Stadium (7 total)	6=132 total seats	As Needed

suites)	1=42 seats	
Private Press Box Suites at Provost Umphrey Stadium (2)	34 seats each	As Needed

1.3. Residential Dining Operating Days

1.3.1. Operating days are those days the residential Dining Hall is open to accept meal plans. The number of operating days per semester are:

- 1.3.1.1. Fall 2014 – 114 days
- 1.3.1.2. Spring 2015 – 114 days
- 1.3.1.3. Summer 2015 – 70 days (35 each of two sessions)

1.4. Meal Plan Information

1.4.1. The information below is a description of meal plans for 2014-2015:

- 1.4.1.1. All students living on campus are and will continue to be required to purchase a mutually agreed upon resident meal plan with the exception of senior students having obtained 90 academic credits or more. All resident meal plans are comprised of meals and Declining Balance (DB) dollars. DB dollars may be used at any dining location on campus.
- 1.4.1.2. There are no off-campus establishments that accept Declining Balance dollars.
- 1.4.1.3. Declining Balance dollars may not be used off campus without Contractor's and University's mutual written consent.
- 1.4.1.4. Declining Balance dollars are similar to a debit account and do not carry over from the fall semester to the spring semester or year to year. Any unused DB Dollars at the end of an academic semester are not refundable and are retained by the University.
- 1.4.1.5. Resident meal plan meals are served with unlimited seconds on servings of all items.
- 1.4.1.6. The All-Access, 14-Meal and 10-Meal meal plans are non-transferrable and are intended for the sole use of the student pictured on the identification card. The Block 90, Summer Block and Commuter Block meal plans are non-transferrable, yet the students will be allowed to swipe as many meals for themselves and guests as they choose or until they deplete the meals paid for. Unused meal plan meals for those having a 14- or 10- meal per week plan cannot be carried over to subsequent weeks. Unused meal plan meals for Block Plans do not carry over from semester to semester.
- 1.4.1.7. Refunds on meal plans are not permitted except as provided by the University's policy for students who appeal to the respective

University representative regarding a change in circumstances affecting their continued participation in the meal plan program.

1.4.1.8. A summary of meal plans for 2014-2015:

Meal Plan Options 2014-2015			
Plan	Residential Meals in the Dining Hall (All-You-Care-to-Eat)	Declining Balance (DB) Dollars for use at all on-campus Retail Food locations	Estimated Price to the Student per semester
90 Block Meal Plan	<i>90 Meals per semester</i>	\$450.00	\$1,290.00
10 Meal Plan	<i>10 Meals per week</i>	\$350.00	\$1,400.00
14 Meal Plan	<i>14 Meals per week</i>	\$150.00	\$1,400.00
All Access	<i>Unlimited access</i>	\$125.00	\$1,525.00
Summer 50 Block Meal Plan	<i>50 Meals per summer session (there are two sessions)</i>	\$100.00	\$425.00
Commuter 50 Block Meal Plan	<i>50 Meals per semester</i>	\$200.00	\$560.00

2. UNIVERSITY'S RESPONSIBILITIES

2.1. Food Services Facilities and Equipment

- 2.1.1. The University will replace the Food Service Program facilities and equipment owned by the University as necessary to maintain the facilities and equipment in a safe condition suitable for their intended use and in compliance with applicable governmental laws, regulations, codes, and ordinances. Contractor shall be responsible for repairs as well as replacements caused by the negligent or intentional acts of its Employees.
- 2.1.2. In accordance with the equipment manufacturer's written recommendations, the University will provide, for the Food Service Program operations equipment owned by the University, those routine preventive maintenance procedures that are scheduled monthly or less frequently than one (1) time per month.
- 2.1.3. The University will, in a timely manner, make all repairs and replacements of facilities and equipment that are required as a result of normal wear-and-tear and not caused by the negligence of the Contractor or its employees. Damages caused by carelessness or negligence of the Contractor, its employees or vendors will be repaired or replaced by the University promptly at the Contractor's expense.
- 2.1.4. The University will retain the right to use any and all of the facilities for purposes other than feeding. Notice shall be made prior to such usage.
- 2.1.5. If substantial, repetitive repairs occur on the same equipment, the Contractor will present, for review and approval of the University, a request to replace the Food Services Program operations equipment.
- 2.1.6. The University is responsible for the annual cleaning and inspection of hood ducts above the ceiling, plenums and related vents and fans. The Contractor shall be responsible for routine cleaning and maintenance of hoods and filters below the ceiling.
- 2.1.7. The University will be responsible for furniture and audiovisual set-up for catered events, the cost of which to be borne by the University.
- 2.1.8. The University will be responsible for the removal of grease from grease traps, and cleaning and maintenance of grease traps.
- 2.1.9. The University will be responsible for regular cleaning of walls (above 7 feet from the finished floor), windows, light fixtures (including light bulb replacement), draperies and blinds in facilities associated with the Food Service Program.
- 2.1.10. The University will be responsible for semi-annual waxing and buffing of floors and deep cleaning of carpets in public areas in facilities associated with the Food Service Program.

- 2.1.11. The University will be responsible for all necessary services related to the successful operation of those buildings related to the operation of the Food Service Program, with the exclusion of those services provided by the Contractor under the terms of this contract.
- 2.1.12. The University's cleaning and maintenance responsibilities are included in Section 4 with the Summary Chart of Responsibilities.

2.2. Office Space

- 2.2.1. The University will provide the Contractor with available and adequate office space for its on-site management and administrative personnel, as well as existing office furnishings in these spaces.

2.3. Building Utilities

- 2.3.1. The University will provide reasonable electrical, water, sewer, gas, access to local telephone, heat, conditioned air, and ventilation required for the Food Service Program operations and equipment. The University will invoice Contractor for long distance telephone expenses.
- 2.3.2. The University will provide for removal of trash, deposited by the Contractor as directed by the University, in on-site containers. The University will invoice Contractor for trash expenses. Contractor shall dispose of chemicals in locations designated and approved by the University.
- 2.3.3. The University does not guarantee uninterrupted utility service or building access during emergencies.

2.4. Audit of Financial, Contract Compliance, Quality Assurance and Sanitation

- 2.4.1. The University will periodically, and without advance notification, conduct financial reviews, contract compliance, quality assurance and sanitation inspections of the food service facilities and equipment with or without a Contractor's staff member. Consultant inspectors, acting as an agent of the University, shall have complete cooperation and access to all financial records, foodservice, production, and storage areas for inspections they may conduct to measure performance and participate in external benchmarking.
- 2.4.2. The University reserves the right to periodically and without advance notification, conduct data gathering of customer behavior and satisfaction in order to measure performance and improve Food services operations.

2.5. Approval of Personnel

- 2.5.1. The University will have approval authority for all candidates to be assigned to any management position at University's campus. The University will have the right to interview and approve all management candidates prior to acceptance by the Contractor for employment at University's campus, which approval will not be unreasonably withheld or delayed.

2.6. Smallwares: Glassware, Flatware, China, Kitchenware, etc.

- 2.6.1. The University will provide the starting inventory of smallwares (china, glassware, trays and kitchenware) to support a given level of activity. The University shall, at its discretion, expand the inventory as necessary based on operational.

2.7. Insurance

- 2.7.1. The University will insure the buildings within which the Food Service Program will operate and will bear the cost of said insurance.

2.8. Delivery of Sick Trays

- 2.8.1. The University will provide, if necessary, for delivery of sick trays to the residence halls.

2.9. Requirement of Meal Plan Participation

- 2.9.1. The University will generally require all students living in the residence halls to participate in a meal plan while in attendance at the University, with the exception of seniors with a minimum of 90 hours or those with medical requirements. Certain exceptions to the basic requirement by the University will be as the result of professional staff adjustments made by the University based upon unique circumstances of the immediate student case. The University reserves the right to change its meal plan requirements at its sole discretion, and will provide reasonable notice to the Contractor of such change.
- 2.9.2. However, in the event University chooses to materially alter its meal plan requirement policy (collectively, "University Elections"), it is acknowledged that adherence to such University Elections may impact revenues, expenses, and/or operating efficiencies, and thus may impact the pro forma. In such event, Contractor and University shall mutually agree upon the potential effect of such University Elections on Contractor's ability to achieve its pro forma and the Parties will mutually agree to modify the financial arrangements between them in consideration thereof.
- 2.9.3. The University will generally require all students living in the residence halls to participate in a meal plan while in attendance at the University, with the exception of seniors with a minimum of 90 hours or those with medical requirements. Certain exceptions to the basic requirement by the University will be as the result of professional staff adjustments made by the University based upon unique circumstances of the immediate student case. The University reserves the right to change its meal plan requirements at its sole discretion, and will provide reasonable notice to the Contractor of such change.

2.10. Non-Hiring of Employees

- 2.10.1. The University acknowledges that Contractor's salaried employees are essential to Contractor's core business of providing management services

and are familiar with Contractor's operating procedures and other information proprietary to Contractor. Therefore, the University agrees to not, without Contractor's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by the University, of any person who is or has been a Contractor salaried employee within the earlier of one (1) year after such employee terminates employment with Contractor or within one (1) year after termination of the Contract.

2.11. Security

- 2.11.1. The University's Police Department will provide security service in the same manner provided for other University campus facilities. Special security services may be provided upon request with Contractor agreeing to fully reimburse the University for such services.

3. CONTRACTOR'S RESPONSIBILITIES

3.1. General Scope of Responsibilities

- 3.1.1. Contractor shall, at a minimum, provide the Services as set forth in this Operations Manual in support of the University's Food Service Program operations. Contractor shall provide, daily, the residential food services, retail food services, catering and concessions at times and locations as required by the University. Except as specified herein, no other services shall be provided by Contractor unless agreed to in writing and attached as an amendment or change order to the contract.
- 3.1.2. The Contractor shall provide all necessary services, supplies food, labor, and management as an "independent contractor," such term as being defined by the Internal Revenue Code.
- 3.1.3. The Contractor will have exclusive rights to provide residential and retail services on campus, and non-exclusive rights to provide catering and concessions services on campus. The Contractor shall be considered the preferred catering service provider, with exclusive rights only in the University Reception Center (Gray Library, 8th Floor), and will have first right of refusal for services costing over two hundred fifty dollars (\$250) elsewhere on campus. The University will have the right to override first right of refusal.
 - 3.1.3.1. ATTACHMENT E is a campus map provided for the purpose of geographically defining the exclusivity boundary for on-campus residential food services and retail food services. The dashed line ("---") indicates the Lamar property line and the exclusivity boundary.
- 3.1.4. The Contractor shall provide all the management, personnel, food products, supplies, equipment, materials, technical support, training, systems, and effort necessary for the management of the Food Service Program (residential dining, retail dining, catering, athletic concessions) to function at a level of quality acceptable to the University. The Contractor shall be responsible for food purchasing and production, quality control, human resources management (hiring, training, development, dismissal, etc. of its own employees), financial and technical management of the Food Services Program. The University shall have the right to designate its own appropriate staff to work proactively and in liaison with the Contractor to insure full compliance with all terms and provisions of the contract. If University determines that this Agreement will result in a "private business use" under Section 141(b) of the Internal Revenue Code of 1986, as amended (the "Code") and any revenue procedures interpreting Section 141(b) of the Code, including, but not limited to, Regulation 1.141-3(b)(2)-(7) or Revenue Procedure 97-13, then the Parties shall negotiate in good faith to adjust the provisions of this Agreement in order for this Agreement to be considered

one of the “permissible arrangements” described in Section 5.03 of Revenue Procedure 97-13.

3.2. Compliance with Regulations

- 3.2.1. Contractor and its Employees shall comply with University policies concerning conduct, health, safety, tobacco use, sanitation, security, and efficient operation of quality food services.
- 3.2.2. Contractor and its Employees shall comply with applicable governmental laws, regulations, codes and ordinances related to the on-site services provided by Contractor.
- 3.2.3. Contractor shall obtain applicable licenses, operating permits, and inspections required by governmental authorities necessary for the Contractor to provide the on-site Services.
- 3.2.4. Within twenty-four (24) hours after a governmental inspection of the food services facility, Contractor shall provide a copy of the inspection report to the University.
- 3.2.5. Contractor shall pay to the appropriate governmental authorities applicable payroll, sales and use taxes, and contributions that may be assessed as a result of providing the on-site services.
- 3.2.6. Any penalties, financial or otherwise, will be paid by or be the responsibility of the Contractor.
- 3.2.7. The Contractor shall obtain all licenses from the Federal, State, and Local authorities necessary to conduct activities hereunder and further agrees that the Contractor will, at all times, comply with all Federal, State, and Municipal Laws and Ordinances relative to activities hereunder and all rules and regulations of the Board of Health and Board of Fire Underwriters having jurisdiction over the premises.

3.3. General Management Duties

- 3.3.1. Contractor shall have the general duty and responsibility of managing the Food Service Program in a good and efficient manner and shall, in a timely manner, in good faith, with due diligence, and for the best interests and benefit of the University, perform its duties and comply with services as outlined in this document.

3.4. Systems Management and Data Processing

- 3.4.1. Contractor shall provide management systems, procedures, training, support and data processing software applications to assist Contractor in the following:
 - 3.4.1.1. Catering planning and cost accounting;
 - 3.4.1.2. On-site staffing, employment records and labor relations;
 - 3.4.1.3. Catering per function cost accounting;

- 3.4.1.4. Operating statements, budgets and analysis;
 - 3.4.1.5. Statistical data accumulation and analysis;
 - 3.4.1.6. Product purchase, inventory and usage by facility;
 - 3.4.1.7. Quality and sanitation assurance;
 - 3.4.1.8. Menu planning, menu cost estimating and menu printing;
 - 3.4.1.9. Health and safety program equal to or exceeding industry standard;
 - 3.4.1.10. Contractor will not be allowed to load any system on University-owned computers.
- 3.4.2. At the University's discretion, the Contractor may contract with the University to receive restricted campus telephone or long distance service on a reimbursable basis to the University. Any data lines for the University ID systems are at the University's expense. All other service data lines are at the Contractor's expense.
- 3.4.3. The University requires that the Contractor include a Point of Sale system that utilizes the latest technologies. The University requires that the Contractor pay for the yearly software license ("POS License Fee") of this system.
- 3.4.4. The Contractor, at their expense, shall provide trained personnel to operate the Point of Sale ("POS") systems at all the food service facilities. The Contractor shall bear all costs of operation within the food services including paper supplies, repairs and labor to operate the system.

3.5. Computer Technology Access

- 3.5.1. The Contractor shall comply with all University regulations, including regulations concerning connections to the University's computing systems. Contractor shall be responsible for all costs and charges related to telecommunication services provided by the University to Contractor.
- 3.5.2. Contractor may request that the University acquire certain computers solely for Contractor's use in providing the services, and the University may, in its sole discretion, acquire such computers, provided that such computers are (i) purchased at Contractor's expense; and (ii) remain the property of the University. Notwithstanding anything to the contrary, however, Contractor shall not connect any technology equipment to the University's computer network and information resources system without the prior written consent of the University.

3.6. Website

- 3.6.1. The Contractor, at its expense, shall establish and maintain a custom, high quality, guest interactive, informational web site for the Food Service Program that is linked to the University's web site, at a location on University's web site designated by the University. Contractor's

informational web site shall not include any third party advertising without the prior written permission from the University. At a minimum, the web site shall contain information on the following:

- 3.6.1.1. Dining locations, days/hours of operation, menus and pricing;
 - 3.6.1.2. Resident meal plan configuration, pricing and policies;
 - 3.6.1.3. Voluntary meal plan information, promotional materials, and online purchase capability;
 - 3.6.1.4. Nutritional and wellness education information;
 - 3.6.1.5. Catering menus, pricing and policies;
 - 3.6.1.6. Online, interactive software platform for web-based catering ordering;
 - 3.6.1.7. Information and links regarding the Food Service Program's sustainability practices;
 - 3.6.1.8. Web site information shall be kept current at all times.
 - 3.6.1.9. Contractor's website shall be personalized to include University Brands and Logos.
- 3.6.2. Contractor shall develop and maintain a downloadable mobile solution for the Food Service Program. Application will feature dining locations, menus, and other key components as designated by the University.
 - 3.6.3. Contractor is encouraged to offer additional e-commerce solutions on its web site, subject to prior review and approval by the University.
 - 3.6.4. The University will not be required to obtain any approval from Contractor regarding the creation of the University link other than merely notifying Contractor of the location and/or addresses for the same.
 - 3.6.5. The University may take such action as it deems appropriate to maintain the integrity of the service and its web site and, accordingly, has the right to remove or temporarily restrict access to Contractor's link at any time. Contractor shall use its reasonable efforts to advise the University immediately of any activities that may adversely affect the University's web site. The University has the full and exclusive right to grant or otherwise permit Contractor to access the University's web site and use the University's site links.

3.7. Annual Business and Strategic Plans

- 3.7.1. The Contractor shall be responsible for development and implementation of an Annual Plan for the successful continuation of the Food Service Program for each year of the contract term. For the first year of the contract term, Contractor's Annual Plan shall be developed as part of Contractor's submittal and final contract negotiations with the University, with implementation to begin immediately upon execution of the contract. For subsequent contract years, on or before February 1, the Contractor shall

provide the University with a Food Service Program assessment that, at a minimum, incorporates the following:

- 3.7.1.1. SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats) of current Food Service Program;
 - 3.7.1.2. Evaluation of the University's Food Service Program versus best practices in collegiate dining;
 - 3.7.1.3. Market basket survey of on-campus retail and catering pricing in comparison to off-campus competitors;
 - 3.7.1.4. Peer campus survey of meal plan configuration and rates in comparison to the University;
 - 3.7.1.5. Based on all of the above, recommendations for service, program and/or policy modifications for the next fiscal year, as well as recommended equipment additions or replacement.
- 3.7.2. The University will provide feedback on Contractor's initial recommendations on or before March 1. Based on this, Contractor shall prepare an Annual Plan for the management of the Food Service Program for the following contract year. The Annual Plan shall be based on identified goals and objectives as established and determined by the University and, at a minimum, shall address the following:
- 3.7.2.1. Planning and/or implementation of new dining locations and/or modifications to existing dining operations;
 - 3.7.2.2. Meal plan configuration, pricing and policies;
 - 3.7.2.3. Menus, concepts, pricing, and days of service/hours of operation for all service locations;
 - 3.7.2.4. Catering menus, pricing and policies;
 - 3.7.2.5. Summer conference services menus, pricing and policies;
 - 3.7.2.6. Athletic concessions pricing for all venues;
 - 3.7.2.7. Detailed marketing plan, with specific revenue enhancement strategies and objectives for mandatory meal plan sales, voluntary meal plan sales, retail meal sales and catering sales;
 - 3.7.2.8. Employee training plan, including budget;
 - 3.7.2.9. Preventive maintenance plan for equipment;
 - 3.7.2.10. Updated continuous improvement plan;
 - 3.7.2.11. Updated sustainability plan;
 - 3.7.2.12. Updated wellness program;
 - 3.7.2.13. Objectives for local agricultural products purchases;

- 3.7.2.14. Capital expenditure plan and budget for both Contractor and University-provided capital expenditures;
- 3.7.2.15. Smallwares expenditure plan and budget for Contractor provided smallwares;
- 3.7.2.16. Complimentary meal plan budget and/or catering credits;
- 3.7.2.17. Pro forma financial projections of revenue and expenses for the Food Service Program, by month and year for each dining operation, and in total.
- 3.7.3. Once the Annual Plan is approved by the University, which it will have the right and sole discretion to do, it shall be incorporated into the contract as an attachment. The Contractor shall be responsible for complying with the annual plan, and shall not substantially deviate from it without the express written consent of the contract administrator. At the close of each fiscal semester, or more frequently if deemed necessary by the contract administrator, the Contractor and the University will meet to review operating results for the fiscal year to date, as well as operating plans for the balance of the fiscal year.
- 3.7.4. Should the University request significant changes to a previously approved annual plan due to changing food service needs on campus, such an action will constitute a fair negotiation situation with regard to any required compensation to the University based upon a showing of financial need by the Contractor.
- 3.7.5. As part of the annual planning process, the Contractor shall work proactively with the University in identifying, developing, and providing information for the Food Service Program. The Contractor shall assist the University in their strategic planning process.

3.8. Protection of Persons and Property

- 3.8.1. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to the facilities, or other property or equipment of the University.
- 3.8.2. As soon as reasonably possible, Contractor shall notify University of any emergency situation or condition potentially endangering human health or safety or damage to the facilities or other property or equipment of the University.
- 3.8.3. Contractor reserves the right to deny alcoholic beverage service to customers and guests. Alcohol will only be served at special functions with written approval from the University. Any required licensing for these special functions will be the responsibility of Contractor with pre-approved cost reimbursable by the University.

3.9. Insurance

- 3.9.1. The Contractor shall provide and maintain the minimum insurance coverage shown below until the work covered in the contract is completed. Lamar University – Beaumont shall be listed as an additional insured. All policies of insurance must contain a provision that the company writing the policy will give the University a thirty (30) day notice of cancellation or reduction to the amounts of insurance. Minimum required policy limits may be provided through a combination of primary and excess insurance.

1. Commercial General Liability		
1.1	Premises/Operations	
	Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Personal/Advertising Injury	\$1,000,000
	Fire Damage (Any One Fire)	\$ 100,000
1.2	Products/Completed Operations	
	Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
2. Automobile Liability		
2.1	Any Auto Combined Single Limit (per accident)	\$1,000,000
3. Excess Liability		
3.1	Each Occurrence	\$5,000,000
3.2	Each Aggregate`	\$5,000,000
4. Workmen’s Compensation		
		Statutory Limits
5. Employer’s Liability Each Accident		
		\$ 100,000
5.1	Disease (Policy Limit)	\$ 500,000
5.2	Disease (Each Employee)	\$ 100,000

3.10. Use of Facilities

- 3.10.1. Contractor shall obtain written approval from the University prior to utilization of the facilities or equipment for any purpose other than providing the on-site Food Service Program to the University.
- 3.10.2. Contractor shall obtain written approval from the University prior to removal or modification of any facilities or equipment owned or leased by University.
- 3.10.3. Contractor shall provide the University unrestricted access to the on-site Food Service Program areas.

3.11. Pre-Existing Catering Events

- 3.11.1. Contractor shall honor any pre-existing executed catering contracts for special events, conferences, etc. The Contractor may, however, offer options to the contracted party. The contracted party has the first right of refusal to continue the pre-existing executed catering contract.

3.12. Pouring Rights

- 3.12.1. The University currently has an exclusive contract with the Beaumont Coca-Cola Bottling Company related to the dispensing, sale, and advertising and promotion of soft drinks at the University's campus. The contract provides for both beverage vending and pouring rights on campus. Contractor shall abide by the University's current or future Pouring Rights contracts. Strict adherence to the Pouring Rights Agreement is expected and will be closely monitored by the University.

3.13. Cleaning and Sanitation of Facilities and Equipment

- 3.13.1. The Contractor shall be responsible for cleanliness and sanitation of all food service areas, including but not limited to loading dock, receiving, storage, support, ware washing, production, service and dining areas. Mechanical and electrical rooms are not included. This work includes occupational health and safety measures necessary to comply with Federal, State, and local laws, ordinances, and regulations pertaining thereto. The Contractor shall adhere strictly to all food and drug regulations, health laws, ordinances, and regulations as promulgated by the State of Texas, City of Beaumont and agencies having authority on the campus. The Contractor shall identify and hold harmless the University, its employees and agents from all claims arising from Contractor's failure to adhere to such laws, rules and regulations. Housekeeping and sanitation programs must meet the highest standards of cleanliness.
- 3.13.2. The University expects that a collaborative relationship will be developed between the Contractor's management staff and the University. All state and county regulations for food service establishments must be maintained.
 - 3.13.2.1. The Contractor is required to engage, at Contractor's cost, an independent sanitation and food safety inspection service to review all Food Service Program operations and facilities at least once per semester.
 - 3.13.2.2. All food service facilities and equipment shall be maintained to the levels necessary to successfully pass each Health Department evaluation. In the event that an operation is flagged for violation by the Health Department, the Contractor shall immediately correct the violation to the Health Department's satisfaction.
 - 3.13.2.3. A copy of all Health Department inspection reports and all independent inspection reports shall be forwarded to the University immediately following the inspection.

3.13.3. The following minimum standards shall be enforced at all times:

- 3.13.3.1. Serving area production and service counters, beverage dispenser areas, salad and deli bar areas, and condiment tables shall be thoroughly cleaned on a daily basis. Spot cleaning shall occur during all mealtimes so that the entire serving area is free from food debris, spills, or miscellaneous waste.
- 3.13.3.2. Kitchen and servery work areas and food preparation equipment shall be completely cleaned following each use. All cooking surfaces shall be continually cleaned and always free from accumulated grease or other waste.
- 3.13.3.3. Interior and exterior surfaces of exhaust hoods and exhaust hood filters shall be regularly cleaned as prescribed by the manufacturer and local fire department authority.
- 3.13.3.4. Tray drop counters, carts and dishroom conveyor systems shall be cleaned frequently during each meal period.
- 3.13.3.5. The dishroom and wash sinks shall be completely cleaned following each use. Water on the floor shall be quickly removed.
- 3.13.3.6. Floors in serving areas and “back of house” food service areas shall be cleaned daily. Non-carpeted floors will be cleaned by scrubber or mopping. There shall be no grease, spills, cardboard boxes, towels, or other debris lying on the floor at any time. Daily vacuuming and daily cleaning/sanitizing of carpeted flooring associated with the Food Service Program, including dining areas, shall occur in accordance with manufacturer’s instructions (to be provided by the University). Spills shall be cleaned immediately to prevent permanent carpet or tile damage.
- 3.13.3.7. Window interiors and walls shall be kept clean and free from dust, dirt and grease and food debris.
- 3.13.3.8. Restrooms located in “back of house” non-public food service areas will be cleaned daily and supplied with associated paper supplies and hand soap.
- 3.13.3.9. In general, Contractor shall be responsible for all routine cleaning, deep cleaning/industrial cleaning, and housekeeping in food preparation and service areas.

3.13.4. The Contractor shall be responsible for:

- 3.13.4.1. The proper deposit of used oil to grease traps.
- 3.13.4.2. Securing of used oil in cleaned/locked units on loading dock in accordance with local, state, and federal regulations.

- 3.13.4.3. Including weekly industrial cleaning of the areas surrounding all grease traps associated with the Food Service Program.
- 3.13.5. The Contractor shall be responsible for:
 - 3.13.5.1. Gathering and containerizing trash, garbage and recyclables generated by the provision of the Food Service Program.
 - 3.13.5.2. Removal of all Contractor-generated trash and recyclables to designated University trash containers, recycling containers, and/or compactors.
 - 3.13.5.3. Day-to-day spot cleaning as well as weekly industrial cleaning of sanitation areas around all loading docks, receiving and trash areas used by the Food Service Program. Costs associated with these requirements shall be borne by the Contractor for all Food Service Program locations.
- 3.13.6. For each operation associated with the Food Service Program, the Contractor shall maintain dining and public circulation areas in a clean and sanitary condition through the length of the work day and on a daily basis, cost of which to be borne by the Contractor. The following minimum standards shall be enforced at all times:
 - 3.13.6.1. Interior and exterior dining facility tables and chairs shall be straightened throughout all meal times and at the end of each day.
 - 3.13.6.2. Interior and exterior dining facility tables, table bases, chairs and floors will be thoroughly cleaned on a daily basis and will be spot-cleaned throughout all meal times so that the dining area is free from food debris, spills, or miscellaneous waste.
 - 3.13.6.3. At all locations, interior windows and walls will be spot cleaned and kept free from dust, dirt, grease and food debris.
 - 3.13.6.4. Regularly scheduled, full cleaning of interior walls to a height of 7 feet above the finished floor at all locations.
- 3.13.7. The Contractor shall develop, implement and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide routine preventive maintenance against unnecessary deterioration and/or pest infestation, as well as provide a clean, neat and sanitary appearance. Upon review and approval by the University, schedules shall be posted and implemented within 30 days of the start of the contract.
- 3.13.8. Twice per year, the Contractor shall be responsible to deep clean and sanitize all food service work areas and equipment.
- 3.13.9. The Contractor shall develop quality sanitation standards and all employees shall be trained and instructed in sanitation standards, cleaning procedures, personal habits and hygiene. The Contractor shall train and insure that its staff shall comply with the following standards:

- 3.13.9.1. Acceptable personal hygiene practices, including daily bathing, washing of hands with warm water and soap upon arriving for work and after using the restroom facilities;
- 3.13.9.2. Clean and appropriate outer garments or uniforms;
- 3.13.9.3. Hairnets or hats for all staff; and
- 3.13.9.4. Removal of jewelry (except simple wedding bands) for food handlers.
- 3.13.10. Contractor shall maintain the Hazard Analysis and Critical Control Points System (“HACCP”).
- 3.13.11. Contractor shall implement ServSafe standards as the minimum accepted standard.
- 3.13.12. The Contractor at its own expense is responsible for extermination services monthly or frequently as required in the areas occupied by the Contractor. The Contractor at its own expense shall utilize a major extermination service, to be approved by the University. The Contractor shall report to the University in writing detailing the frequency of the visits. The University may require additional visits at no extra cost to the University.

3.14. Maintenance of Food Services Facilities and Equipment

- 3.14.1. Contractor shall provide routine care and cleaning for the Food Service Program equipment in accordance with the equipment manufacturers’ written recommendations.
- 3.14.2. Contractor shall be responsible for the daily cleaning of grease hood filters, the quarterly cleaning of grease hood ductwork below the ceiling, and the twice annual cleaning of grease hood ductwork.
- 3.14.3. Contractor shall develop and coordinate a preventive maintenance program for the Food Service Program equipment in accordance with the equipment manufacturers’ written recommendations. Contractor shall submit monthly invoices to the University for pre-approved preventive maintenance services and the University will reimburse Contractor for the actual cost to perform the services. Reimbursement for preventive maintenance services shall not be included in the Operating Statement.
- 3.14.4. Contractor shall be responsible to report to the University and request needed repairs of cafeteria equipment and the Food Service Program facilities. All requested repairs require prior approval of the University. At the University’s request, Contractor shall coordinate repair of Food Service Program facilities and cafeteria equipment to maintain facilities and equipment in a safe condition suitable for its intended use and in compliance with applicable laws.
- 3.14.5. Contractor shall notify the University in writing if Contractor observes that the Food Service Program facilities or equipment require any maintenance or

cleaning in addition to the routine preventive maintenance and cleaning provided by the University and Contractor.

- 3.14.6. If substantial repetitive repairs occur on the same cafeteria equipment, Contractor may present for review and approval of the University a request to replace the equipment.
- 3.14.7. Contractor shall return to the University, at the expiration or termination of the Contract, all equipment furnished by the University in the condition in which it was received, normal wear and tear excepted; or casualty due to fire, flood, or other unavoidable occurrence; or due to theft by non-Contractor employees and without negligence on the part of the Contractor. Provided, however, that in the event the University-owned equipment must be replaced due to ordinary wear and tear or for improvement of the operations unless otherwise agreed between the parties, the University will be responsible for such replacement costs.

3.15. Sustainability

- 3.15.1. The University is committed to sustainability and the use of local and regional products in the Food Service Program. Providers and their suppliers that support this concept are specifying products from farms that promote production of food in environmentally friendly and socially responsible ways. Education of student consumers about the benefits of sustainable agriculture is highly encouraged.
- 3.15.2. Contractor shall commit to a “farm to plate” purchasing program sourcing of at least fifteen percent (15%) of its products from regional sourcing from within 150 miles of the University.

3.16. Health and Wellness Program

- 3.16.1. For the purposes of this Operations Manual, “healthy food” means any single-item food that:
 - 3.16.1.1. Includes unprocessed natural foods;
 - 3.16.1.2. Contains whole grains, fruits and vegetables, lean proteins, or minimal amounts of unsaturated fat;
 - 3.16.1.3. Is made according to a modified recipe that results in lower calories, lower fat, and/or lower unsaturated fat than the single-item would contain if made according to the unmodified recipe;
 - 3.16.1.4. Does not contain trans-fat, and/or;
 - 3.16.1.5. Is served in an amount that is fifty percent (50%) or less than a typical portion size.
- 3.16.2. At all services, Contractor shall provide sensible selections that encourage customers to make choices that will promote their overall wellness.

- 3.16.3. Contractor shall use its best efforts to not use products containing trans-fat and, as more products without trans-fat become available, blend those products into the menu and selections offered.
- 3.16.4. Contractor and University shall meet within the first three (3) months after the first day on which Contractor commences operations, and once every three months thereafter, to discuss the Healthy Food menu; customer feedback on the Healthy Food menu; the availability of trans-fat free products; current health trends; and to validate the actual percentage of single-item food products that Contractor offers that qualify as Healthy Food.
- 3.16.5. All menu items shall be labeled as a standard portion including calories, fat, fiber, sodium, etc. (identify portion size). All entrees/sauces that contain meat will have the types of meat listed on the menu card. The University may request additional nutritional information based on current industry and market trends. The Contractor shall be responsible for all expenses relative to the labeling. All food items shall have individual labels that are large enough to read at a distance, style and format to be approved by the University.
- 3.16.6. Any form of common allergens (fish, shellfish, peanuts, tree nuts, soy, wheat, dairy and eggs) will be clearly labeled and properly identified at all food locations and all catering events.

3.17. Scheduling of Deliveries

- 3.17.1. Time of product delivery and on-site work supplied from off-site shall be subject to approval by the University. Contractor shall, at all times, comply with the University's traffic rules and regulations.

3.18. Customer Service

- 3.18.1. The Contractor shall be responsible for soliciting guest feedback using various media including the use of mobile devices in conducting an annual food service survey and other feedback mechanisms as requested by the University. The University shall receive all survey results from the Contractor.
- 3.18.2. The Contractor shall respond to all guest comments, etc., as requested by the University, and shall respond promptly on its own behalf in a positive, courteous and concerned manner. The Contractor shall take action to insure that causes of legitimate complaints are corrected. The University shall receive copies of all complaints, along with Contractor's resolution of said complaints, within 24 hours except in the event of serious complaints pertaining to safety, sanitation and service, in which case the University shall be notified immediately.
- 3.18.3. The University will periodically, and without advance notification, conduct data gathering of customer behavior and satisfaction in order to measure performance and improve dining services operations. Consultant or third

party surveyors, acting as an agent of the University, shall have complete cooperation and access to all necessary food service areas so they may measure performance and participate in external benchmarking.

3.19. Continuous Improvement Plan

- 3.19.1. The goal of the University is to improve each day in order to fulfill the Food Service Program expectations and provide world-class service
- 3.19.2. The Contractor will participate in an internal and external continuous improvement program (CIP) designed by the University. The program will include performance metrics for financial performance, customer satisfaction, quality assurance and contract compliance. The focus of the CIP is to improve the services to the customers, improve the efficiency of operations, and recognize and reward the Contractor's on-site employees for great service and operational success.
- 3.19.3. The Contractor shall provide funding to support the CIP and external benchmarking to the University each year of the contract in the form of a check at a rate of 1.0% of all Gross Revenue of the Food Service Program under contract. The payment to the University will be made as follows: 50.0% at the beginning of the fall semester and 50.0% at the beginning of the spring semester as defined in the Food Services Master Agreement – Exhibit A – Financial.
- 3.19.4. The University will participate in external benchmarking programs with other colleges and universities. Data specific to the University will be held in confidence by the benchmarking program and will only be provided from the program in aggregate format when reporting externally.

3.20. Quality Assurance and Contract Compliance

- 3.20.1. The University will periodically, and without advance notification, conduct contract compliance, quality assurance and sanitation inspections of the food service facilities and equipment with or without a Contractor's staff member. Consultant inspectors, acting as an agent of the University, shall have complete cooperation and access to all non-confidential/proprietary financial records, foodservice, production, and storage areas for inspections they may conduct to measure performance and participate in external benchmarking.

3.21. Service Formats, Pricing and Portions

- 3.21.1. With respect to all services: Contractor shall not make changes or modify service, including type of operation, hours of operation, food variety/selection, Contractor staffing, or pricing to customers without prior approval of the University. Contractor shall develop and serve a menu mix which is responsive to the University's needs and evolving trends and provides the following:
 - 3.21.1.1. Innovative variety of high-quality, appetizing and nutritious foods,

- 3.21.1.2. If requested by the University, Contractor shall provide a prepared test sample of any proposed menu item or promotional offerings,
- 3.21.1.3. Contractor shall offer a variety of healthy options every day for breakfast, lunch and dinner.
- 3.21.1.4. Nutritional information shall be listed at each site and each station including, but not limited to, calories, carbohydrates, total fat, saturated fat, sodium, and protein. The same nutritional information shall be listed on all Grab & Go items.

3.22. Service Standards

- 3.22.1. The following service standards shall be followed for those components of the Food Service Program that entail food preparation and serving:
 - 3.22.1.1. All foods must be garnished for attractive presentation.
 - 3.22.1.2. Entrée plates are to be heated prior to service where possible and appropriate. All foods pre-prepared on serving lines must remain refreshed and not appear dried-out or old in presentation.
 - 3.22.1.3. Serving lines shall be well stocked throughout the entire service. The last guest is to be offered the same range of choices as the first guest.
 - 3.22.1.4. Serving lines, salad bars, and food display areas shall be decorated at all times with seasonal displays, flowers, etc., as approved by the University.
 - 3.22.1.5. All hot foods must reach the patron hot, and all cold foods must reach the patron cold.
 - 3.22.1.6. Contractor employees shall be polite and diplomatic in enforcing Contractor and University regulations.
 - 3.22.1.7. Contractor employees shall remain alert and attentive to guest needs at all times.
 - 3.22.1.8. Contractor employees shall be dressed in clean uniforms and display warm and friendly attitude.
 - 3.22.1.9. Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Contractor shall adhere to the general food service standard that: "if you are not willing to purchase a product yourself, it should not be served or displayed to the guest." Leftover food items served the night before which cannot be maintained at the same level of freshness as when first served shall not be used.
 - 3.22.1.10. All food products stored in any unit must be properly wrapped, labeled and dated. All storage shall meet University

requirements and in general be in compliance with industry and Board of Health standards.

- 3.22.1.11. Display and serving areas shall be clean, sanitary, orderly and attractive at all times. Specifically, the quality and appearance of food shall be inspected by the Contractor prior to the start of each peak traffic or meal period, and as frequently thereafter as necessary for the duration of the serving period.
- 3.22.1.12. All spillage or soil spots shall be removed promptly from counters, steam table pans, general serving areas, and floors.
- 3.22.1.13. Salads and other pre-dished items shall be frequently replenished or regrouped so as not to convey a sparse or disheveled appearance.
- 3.22.1.14. Pre-dishing of entrées shall be avoided.
- 3.22.1.15. Partially used, broken or spilled items shall be promptly removed from the area.
- 3.22.1.16. Tables are to be cleaned promptly and trash receptacles shall be cleaned and emptied as required to provide an attractive and clean facility.
- 3.22.1.17. All chipped dinnerware must be removed from service and discarded.
- 3.22.1.18. Service problems shall be anticipated and resolved immediately. The Contractor's management staff shall review problems on a daily basis and discuss and implement solutions to prevent recurrence and enable supervisory staff to react immediately. Several examples of problem indicators are: lines excessively long for sustained periods of time; bottlenecks causing gaps in lines; delays in production; products which are difficult to serve; running out of beverages or condiments; shortages of trays, napkins, silverware, etc.
- 3.22.1.19. All menu items shall be clearly labeled indicating key ingredients as well as indicating alerts for any ingredients commonly known to cause allergic reactions.

3.23. Additional Requirements – Residential Dining

- 3.23.1. Contractor shall ensure that at least 70% of entrees and side dishes rotate from meal to meal and day to day. For instance, if pizza is served, the pizza served at lunch on Tuesday shall be a different variety from the pizza served at dinner on Tuesday, and the pizza served at lunch and dinner on Wednesday shall be different varieties from those served on Tuesday. The Contractor shall provide a minimum four-week menu cycle for menu items that rotate.

- 3.23.2. The Contractor shall offer menu cycles as submitted in the Proposal and approved by the University. Changes to these menu cycles may be initiated by either the University or the Contractor but must receive approval of the University prior to implementation for the following conditions:
 - 3.23.2.1. Emergency changes due to equipment breakdown, delivery shortage or unforeseen conditions.
 - 3.23.2.2. Seasonal availability of food products.
 - 3.23.2.3. Increased item acceptability by the students. Student committees working with the Food Service Program contract office and the Contractor may request that an unpopular item be replaced with an appropriate substitute. In addition to the menu cycles, student preferences will also be considered but not limited to choices of salad dressings, ice cream flavors, cereal brands, etc.
- 3.23.3. Contractor shall provide a variety of programs and special dinners for meal plan holders at no additional charge. These shall range from holiday dinners to special “theme” dinners, complete with costumes, decorations and music appropriate for the occasion. These shall occur at least once a month during fall and spring semesters and be sufficiently advertised at least one week before the event in addition to being posted on the website.
- 3.23.4. The Contractor shall support academic/campus programming through activities in the food service facilities and, occasionally, in other campus facilities (i.e. wellness, alcohol awareness week, stress relief week, eating disorder awareness week, etc.). It is expected that staff will participate in the planning and program presentation when requested. All requests and activities will be coordinated through the University.
- 3.23.5. Arrangements and menus for “sick trays” shall be mutually agreed upon by the University and Contractor, using “to go” containers and plastic flatware.
- 3.23.6. Contractor shall accommodate special diets for students based on the diverse student population, demand or when prescribed in writing by a physician.
- 3.23.7. Contractor shall provide late night service hours and exam treats at the residential dining location at no additional charge to meal plan holders for a minimum of one week per semester in conjunction with final exams.
- 3.23.8. The Contractor will provide late evening meal accessibility Monday through Thursday in the Dining Hall for students with a meal plan. Hours of Operation shall be agreed upon by the University and Contractor, with University approval required.
- 3.23.9. Meal plan students required to be off-campus for student teaching, training, athletic events, internships, or field trips will be provided with transportable meals, such as a “boxed lunch,” by the Contractor. For a period of University-approved absence, it will be the University's responsibility to

notify the Contractor in advance of students to be provided with transportable meals.

- 3.23.10. The Contractor will provide, at no cost to the University, three (3) Guest 14 Meal Plans without flex dollars to the University. These meals will enable members of the University administration to periodically monitor the food service operation and will be used at the discretion of the University.
- 3.23.11. The full menu format in all food services will be available at all service hours. Example: If a customer arrives a few minutes before a service hour expires, all products and stations will be open and available. The service staff will stay and accommodate the customer until they have exited the server.
- 3.23.12. Take-out: Chartwells will furnish each meal plan holder who requests it a carry out container to use in the Brooks Shivers Dining Hall. The student will be able to fill the container and take a meal with them to the dorm or a location of their choice. In order to use the service again the student will be required to return the container previously used and redeem it for a fresh container. Should the student fail to return the container at the end of the fall or spring term Chartwells will collect a five (\$5.00) replacement charge.
- 3.23.13. Additional residential dining requirements are to be mutually agreed upon.

3.24. Additional Requirements – Retail Dining

- 3.24.1. The Contractor is encouraged to offer as many corporate, regional and/or national branded concepts as deemed appropriate or financially feasible by the Contractor, subject to University approval. National branded concepts are to be included in Mirabeau's, Cardinal Nest, and Cardinal Village. Concepts and hours of operation shall be agreed upon by the University and Contractor, with University approval required.
- 3.24.2. The University reserves the right to request a survey at University's expense to determine the acceptability of proposed brands/concepts prior to their implementation.
- 3.24.3. The Contractor shall bear all the expenses for furnishing any and all of its corporate, regional, and/or national branded concepts free of all franchise and/or license fees to the University. In the event University requests that Contractor install a branded concept and subsequently requests that Contractor remove or replace such concept, University shall be responsible for the costs and expenses of such removal and/or replacement.
- 3.24.4. The cost of equipment and other materials not already provided by the University for branded concept support shall be the responsibility of the Contractor.
- 3.24.5. For all retail operations, Contractor shall understand the volume of business at different day-parts and staff accordingly to provide maximum service at all times.

- 3.24.6. The Contractor will review with the University any business plans for subcontracting prior to finalization of any contract or commencement of business. The University reserves the right to approve any subcontractor and/or subcontractor business plans. All contracts between Contractor and subcontractor must comply with the contract between the University and Contractor. No conflicting terms and/or conditions shall be allowed. The University shall not be a party to the terms or agreements of any contract between the Contractor and subcontractor(s), but is an intended third party beneficiary to the contract between the Contractor and any subcontractor. Contractor shall furnish the University with copies of all executed subcontracts.

3.25. Additional Requirements - Catering

- 3.25.1. The Contractor shall develop and furnish a complete catering program that is consistent with the high quality image that the University projects to its internal and external customers. All catering events must be conducted in a first-class, professional manner with regard to creativity, presentation, quality of food and all other aspects necessary for a complete catering experience.
- 3.25.2. The Contractor shall work with the University to provide a “one-stop-shop” style of comprehensive catering services to include but not be limited to online ordering, billing, confirmation of services, foods, beverages, linens, food rental equipment, flowers, service rental equipment (chairs, tables, linen, etc.) and all other aspects to provide a complete catering experience.
- 3.25.3. The Contractor will not have an exclusive catering right to the campus premises or locations, with the exception of the University Reception Center in Gray Library. Other local caterers may be used at the discretion of the University. Contractor will be considered the preferred catering service provider for all events costing five hundred dollars (\$500) or more.
- 3.25.4. Contractor shall provide a comprehensive catering menu, including breakfast, lunch, dinner, beverage/snack breaks and receptions, and offer a wide variety of price ranges.
- 3.25.5. The Contractor shall be sensitive to the differing needs of various University constituencies, and recognize that creative menus and service techniques are required to support the University’s reputation for excellence and innovation. Due to operating budgets, University personnel are often sensitive to price. The catering program shall be flexible enough to provide serving sizes and service options that will accommodate these concerns.
- 3.25.6. Contractor must provide a minimum of three (3) tiers of service similar to those described below to maximize service to guests.
- 3.25.6.1. Budget Oriented Service: This service is for registered student organizations. An example would be pizza pick-up where students are responsible to pick up the product and clean up after the event, or a sponsored picnic event where the Contractor

supplies product and some service, but with assistance from student organizations in setting up, staffing and cleaning up the event. Also, registered student organizations may place orders for groups of 10-50 through any Contractor-controlled food service venue.

- 3.25.6.2. Value Service: Drop off buffet service with limited set up and bus service or clean up.
- 3.25.6.3. Full or Premium Service: Buffets or served meals with full wait staff and bus service.
- 3.25.7. The Contractor must honor the specific catering service commitments of menus, prices, and other arrangements made by the previous Contractor, and known by the University, prior to beginning of this current contract.
- 3.25.8. The Contractor shall be required to provide, at Contractor expense, the following software and hardware in support of the catering program:
 - 3.25.8.1. Event and catering management software and hardware;
 - 3.25.8.2. Online, interactive software platform for web-based catering ordering.
- 3.25.9. Contractor shall be responsible for the proper training of any employee assigned to catering events.
- 3.25.10. The following minimum staffing guidelines will be used:
 - 3.25.10.1. Buffet lunch or dinner – 1 server per 25 guests
 - 3.25.10.2. Served lunch or dinner – 1 server per 16 guests
 - 3.25.10.3. Receptions – 1 server per 40 guests
 - 3.25.10.4. Bartenders – 1 server per 75 guests
- 3.25.11. The Contractor shall insure that events are completely set up and ready for service at least thirty minutes prior to the scheduled event start time.
- 3.25.12. Should the Contractor wish to use the Food Service Program to engage in non-University related off-campus catering business in the local community, such business must be approved in advance by the University. This includes reporting mechanisms and compensation arrangements. In all cases, the catering requirements for the University are and shall remain a top-priority and take precedence over any off-campus catering business.
- 3.25.13. China, glass, silver and biodegradable ware used for catered events shall be of superior quality. Minimum service ware standards shall be mutually established and agreed to by Contractor and University, based on event type and location. The Contractor shall be solely responsible for securing its equipment promptly at the closing of an event. When specialized catering equipment is required, it shall be procured or rented by the Contractor if it is not available in their equipment inventory.

- 3.25.14. Contractor shall provide catering service to groups of any size without assessing premium charges, unless such events occur on a day when no other food services are available.
- 3.25.15. Contractor shall remove all food and beverage catering products at the end of the event, within two (2) hours in academic buildings and four (4) hours in non-academic buildings. The Contractor is required to remove large rental equipment provided for the catering event within twelve (12) hours of the end of the event, unless written approval is provided by the event coordinator.
- 3.25.16. Contractor shall provide catering services to individual University groups on an “as requested” basis.
- 3.25.17. Ordering, delivery, invoicing and payment of catering orders shall be in accordance with procedures mutually agreed upon by University and Contractor.
- 3.25.18. The University will pay all catering services from Contractor invoices. All catering orders require a purchase order before any charges are incurred. The purchase order number must appear on all invoices.
- 3.25.19. The Contractor must service all special groups and functions requested by the University’s administration on any day during the period of the contract. The Contractor shall submit a detailed catering brochure including menus, prices, policies and additional costs (i.e. delivery, linens, etc.). There should be catering brochures that are affordable to cost-conscious student organizations with limited budgets. All catered events, whether on- or off-campus, shall have the prior approval of the University. The Contractor may be required to show documented evidence to substantiate all charges and price quotes for special catered functions contained within the written brochure or any other special catered function. All brochure price increases shall be submitted annually as part of the Annual Plan for University review and approval for the following academic year. The Contractor will bill the applicable organization and others directly for such services at rates negotiated prior to the event or as set forth in the catering guide. There will be no charge for delivery on catering that exceeds \$25.00 per request.
- 3.25.20. The University shall not be responsible for payment/collection of non-University catered functions.
- 3.25.21. The Contractor will abide by any alcohol policy implemented by the University. For specialized events, Contractor will be required to have a specified number of employees working who have successfully completed ServSafe Alcohol and/or TIPS Alcohol training and certification programs.
- 3.25.22. The Contractor shall remove all catered dishes, tablecloths, trash, etc., and return the room to the same condition as it was prior to the event within two hours of the end of the event.

3.26. Additional Requirements – Athletic Concessions

- 3.26.1. Provide oversight of all concessions operations during all Lamar University athletic seasons. In addition, but not limited to, a variety of contracted athletic and entertainment events such as high school playoff games, youth football games, marching band competitions, professional sports, concerts, conventions and others. Ensure all Contractor responsibilities are met in accordance with the contract. The selected Contractor will act as the main point of contact to the Athletic Department for the concessions services.
- 3.26.2. Provide concession services at Provost Umphrey Stadium for all Lamar University home football games including regular season and playoff games. In addition, but not limited to, a variety of contracted athletic and entertainment events such as high school playoff games, youth football games, marching band competitions and others. The menu and locations shall be presented by the Contractor. The menu and locations will be reviewed and approved by the University.
- 3.26.3. Provide concession services at the Montagne Center for all Lamar University home men and women's basketball games including regular season and playoff games. In addition, but not limited to, a variety of contracted athletic and entertainment events such as high school playoff games, youth basketball games, professional sports, concerts, conventions and others. The menu and locations shall be presented by the Contractor. The menu and locations will be reviewed and approved by the University.
- 3.26.4. Provide concession services at other athletic or special events, including at baseball, softball, soccer, and volleyball (McDonald Gym) events as required by the University. The menu and locations shall be presented by the Contractor. The menu and locations will be reviewed and approved by the University.
- 3.26.5. The Contractor, upon University approval, shall maximize the use of mobile vehicle (truck and/or cart) dining options to service other athletic events and to enhance the football or basketball services.
- 3.26.6. The Contractor shall conduct regular meetings with the Athletic Department and provide monthly results of financial, customer satisfaction and quality assurance data gathering.
- 3.26.7. The Contractor shall incorporate promotions of athletic events and food into the marketing program of the entire Food Service Program.
- 3.26.8. The Contractor shall provide hawkers as requested by the University.

3.27. Additional Requirements – Summer Session/Conference/Camp Food Services

- 3.27.1. The Contractor shall provide all you care to eat-style meals during the summer term for conference participants, faculty, staff and summer session students.
- 3.27.2. Summer meals shall be provided with service, variety, food quality, food preparation and food presentation at a level of quality equal to that provided during the academic year.

- 3.27.3. A minimum of twenty-one (21) meals per week (3 per day) shall be available for summer session programs. Conference meals will be provided as needed.
- 3.27.4. For Year 1 of the contract term, the Contractor agrees to honor menus and pricing negotiated by the University prior to the start of the Contract term. For subsequent contract years, summer menus and pricing shall be mutually agreed to by University and Contractor on an annual basis and become part of the annual plan.
- 3.27.5. Contractor may be required to provide summer conference/camp meals at other locations on campus.
- 3.27.6. Summer service hours shall be negotiated between the University and the Contractor, with the University having the final approval for such schedules.
- 3.27.7. Students required to be present at the University's campus when school is not in session will be served at a price based on the pro rata contract rate (14-meal plan).
- 3.27.8. All students and parents attending Orientation sessions shall be charged at the Camp/Conference rate.

3.28. Additional Requirements – Technology

- 3.28.1. The Contractor shall have implemented the following technology components by the Commencement date of the Agreement:
 - 3.28.1.1. Mobile ordering technology that meets or exceeds proposed Tapingo mobile ordering
 - 3.28.1.2. CaterTrax
 - 3.28.1.3. Shop on Campus
 - 3.28.1.4. iPad Health & Wellness in Brooks Shivers
 - 3.28.1.5. iPad Ordering Kiosk in Setzer Center
 - 3.28.1.6. Flat screen menus and displays at all locations

3.29. Special Events Services

- 3.29.1. As approved by the University, Contractor shall provide and manage certain special events. The intent is to provide auxiliary services, materials, or equipment as necessary to complement a special or one-time catering function.
- 3.29.2. Pricing and billing procedures for these services shall be agreed upon by Contractor and University.

3.30. Governmental Liquor Licensing and Alcohol Policy

- 3.30.1. The Contractor will be the sole server of alcoholic beverages on campus unless otherwise authorized by the University. Contractor will be the sole server of alcoholic beverages in the following locations: 8th Floor John Gray

Reception Center, the Red Room in the Montagne Center, and the event space in the new administration building.

- 3.30.2. The Contractor shall obtain any and all approvals, licenses, filings, registrations and permits required by federal, state or local law for the performance of services and other duties under the Contract including, but not limited to, all necessary Texas Alcoholic Beverage Commission (“TABC”) permits for the service and sale of beer, wine and mixed beverages during catered events.
- 3.30.3. The Contractor is responsible for adhering to the University’s Social Events With Alcohol Policy, found at <http://facultystaff.lamar.edu/human-resources/hr-manual-sec2-12.html>

3.31. Menus, Portions, Recipes, and Menu Cycle

- 3.31.1. Contractor shall maintain an on-site food recipe file for products served. Foods shall be prepared and served in accordance with the recipe.
- 3.31.2. The food recipe file shall remain the property of Contractor.
- 3.31.3. In the Food Service Program facilities, the customer will be allowed unlimited portions from any area that is self-serve. Any second portions shall be served on a clean dinner plate. Servers shall not accept a plate from a customer who returns for a second portion.
- 3.31.4. Leftover foods shall be kept to a minimum and storage will adhere to ServSafe and HACCP Guidelines.

3.32. Food Service Revenue

- 3.32.1. Contractor shall notify the University of the local banking institution utilized by Contractor providing the on-site services and prior to any change thereto.
- 3.32.2. Contractor shall record and itemize charge sales. Contractor shall exercise standard and customary means to pursue collection of charge sales.
- 3.32.3. Contractor shall collect, record and deposit cash sales. Contractor shall be solely responsible for the security of monies and personnel during collection, holding and transport of monies. Losses due to theft or misappropriation of any nature shall be the sole responsibility of Contractor, unless caused by the negligence of the University. The University shall be reimbursed for any and all losses due to such actions, unless caused by the negligence of the University.

3.33. Accounting and Budgeting

- 3.33.1. Operating Statement, Reports and Budget Formats – Contractor shall provide separate operating statements and budgets for the residential food services, retail food services, concessions and catering in accordance with a format determined by the parties for each facility.
- 3.33.2. The Operating Year will consist of 12 Accounting Periods pursuant to the calendar to be provided by the University to Contractor.

- 3.33.3. The Contractor shall provide Operating Statement within fifteen (15) business days following the close of each Accounting Period.
- 3.33.4. Operating Statements shall include the previous Accounting Period and year-to-date totals for each line item.
- 3.33.5. By February 1 of each Operating Year, Contractor shall submit to the University, as part of the Annual Plan for approval, a Proposed Annual Budget for food services operations for the next Operating Year.
- 3.33.6. Contractor shall maintain separate cash and charge records for all cost units to include: the residential food services, retail food services, concessions, and catering for each facility.
- 3.33.7. Operating Expenses shall be limited to the following on-site expenses incurred by the Contractor. Only customary and reasonable expenses, attributable directly and exclusively to the Contractor's operation of the University's Food Service Program, shall be allowed as an Authorized Operating Expense chargeable against the revenues of the account. Authorized expenses are:
 - 3.33.7.1. Actual cost of food and beverages;
 - 3.33.7.2. Salaries and raw wages; temporary labor agencies' expenses may also be included, if approved by the University;
 - 3.33.7.3. Actual payroll taxes;
 - 3.33.7.4. Actual employee benefits (including worker's compensation insurance);
 - 3.33.7.5. Employee background checks and other hiring costs for non-management personnel;
 - 3.33.7.6. Actual direct employee training expenses, as identified in the University-approved Annual Plan;
 - 3.33.7.7. Uniforms and uniform replacement;
 - 3.33.7.8. Laundry (including linen rental and replacement);
 - 3.33.7.9. Paper supplies;
 - 3.33.7.10. Cleaning supplies;
 - 3.33.7.11. Office supplies (e.g., postage, first aid supplies, miscellaneous printing, etc.);
 - 3.33.7.12. Long distance phone calls;
 - 3.33.7.13. Cost of subcontracted services approved by the University;
 - 3.33.7.14. Printing and other costs to implement marketing plans developed as part of the annual plan process, except costs associated with corporately generated marketing and/or

promotional materials unless previously approved by the University;

- 3.33.7.15. Equipment maintenance and repair costs for Contractor owned equipment;
- 3.33.7.16. Vehicles and costs associated with the use and maintenance of delivery vehicles as required for the operation of the Food Service Program;
- 3.33.7.17. Equipment rental;
- 3.33.7.18. Flowers and decorations;
- 3.33.7.19. Actual direct operating supplies and smallwares (e.g., china, glass, flatware, trays, and miscellaneous kitchen wares); smallwares being defined as single item equipment purchases of less than \$500;
- 3.33.7.20. Amortization of capital investments if applicable and approved by the University (straight-line method over the initial contract term);
- 3.33.7.21. Actual cost of insurance premiums for coverage specified herein (excluding any retention or deductible under the policy);
- 3.33.7.22. License and/or franchise fees as required for licensing contracts as approved by the University;
- 3.33.7.23. Credit card and bank card service fees;
- 3.33.7.24. Bank charges;
- 3.33.7.25. Trash and recyclables removal from designated University receptacles;
- 3.33.7.26. Courier service;
- 3.33.7.27. Commissions payable to the University;
- 3.33.7.28. Costs associated with foods contributed to the University;
- 3.33.7.29. Monies or other property, specifically relating to the University's Food Service Program, that is lost or stolen either on or off University's premises, with any and all insurance reimbursements reflected as a credit against the expense;
- 3.33.7.30. Actual computer/technology fees and lease costs as approved by the University;
- 3.33.7.31. Actual business taxes and licenses;
- 3.33.7.32. POS system maintenance;
- 3.33.7.33. Pest control.

- 3.33.8. The above authorized and unauthorized expenses are for auditing purposes only.
- 3.33.9. All authorized items of expense will be clearly delineated by expense category in the operating statements to be provided to the University in accordance with the terms of the contract.
- 3.33.10. For avoidance of doubt, the parties agree that the following costs and expenses incurred by Contractor shall not be charged to the University or on the University's Operating Statements to the extent incurred by Contractor in connection with, or in the performance of, the Food Service Program.
 - 3.33.10.1. The expense of payroll computations and the disbursement of the payroll;
 - 3.33.10.2. Wages, salaries, employee benefits, and bonuses of home office employees and general administrative, executive, and management officers;
 - 3.33.10.3. Corporate or regional office accounting expenses including costs of producing financial reports;
 - 3.33.10.4. Home office management costs such as transportation of management personnel, and any other indirect management costs as related to this Contract;
 - 3.33.10.5. Amounts paid as the result of the negligence or willful misconduct of the Contractor or any of its agents or employees;
 - 3.33.10.6. Legal expenses;
 - 3.33.10.7. Insurance retentions or deductibles under insurance policies specified herein;
 - 3.33.10.8. All taxes, except for payroll, sales tax, and property taxes;
 - 3.33.10.9. Memberships in national groups of any type, except as specifically agreed to by the University;
 - 3.33.10.10. Travel expenses of all personnel above the on-site GM/RDM position;
 - 3.33.10.11. Employee relocation expenses;
 - 3.33.10.12. Contractor's personal and non-University use of the facilities;
 - 3.33.10.13. Costs for any Contractor employee to attend seminars or conferences of any type, except as specifically agreed to by the University;
 - 3.33.10.14. Repairs to University-owned equipment necessary as the result of the negligent acts or omissions of the Contractor or its employees;

- 3.33.10.15. Costs associated with corporately generated marketing and/or promotional materials unless previously approved by the University;
- 3.33.10.16. Corporate accrual charges of all types, except as specifically approved by the University;
- 3.33.10.17. Campus expenses incurred off-site by the Contractor for administration, accounting, data processing, purchasing, marketing, management support, employment and training, management of employee benefits, campus activities, quality control, employee bonuses, severance costs, and profit sharing;
- 3.33.10.18. Campus off-site maintenance of records, preparation of reports and audits;
- 3.33.10.19. Compensation, including travel, for the employees who are not wholly assigned to the University's Facility;
- 3.33.10.20. Severance compensation, to include raw wages, taxes, benefits, and travel reimbursements for any employee;
- 3.33.10.21. General licenses and permits necessary for the Contractor to operate the on-site services at the facility. Notwithstanding the foregoing, all local health and operating licenses that relate directly to a facility shall be included as an operating expense;
- 3.33.10.22. All off-site computer hardware necessary for the Contractor to provide the on-site services;
- 3.33.10.23. Franchise charges of any kind for any service provided by or subcontracted by the Contractor. For purposes of clarification, the branded concepts charge detailed above is allowed as an operating expense;
- 3.33.10.24. Termination or removal expense of any kind;
- 3.33.10.25. Financial audits or reviews requested by the University;
- 3.33.10.26. Employee parking permits;
- 3.33.10.27. Anything else not expressly set forth.
- 3.33.11. At no time shall any expenditure be charged to the Food Service Program unless such expense has been approved as part of the Annual Plan or otherwise previously and specifically approved in writing by the University.
- 3.33.12. Audit of fees, taxes, and benefits – The Contractor is required to audit, provide access to and provide an assessment, and credit to the operations all accruals or estimated payments of items such as, but not limited to, Workman's Compensation, vacation, health benefits, wage accruals, taxes and other benefits.

3.34. Financial Records Retention and Matters

- 3.34.1. The University requires that the Contractor retain complete financial records, which are accessible for audit by the University or its independent auditors.
- 3.34.2. The Contractor shall keep records pertaining to the contracted operation on file for a period of five years from the date the records are made.
- 3.34.3. The Contractor shall pay all federal, state, and local taxes which may be assessed against Contractor's equipment or merchandise while in or upon the premises of the University, as well as all federal, state and local taxes assessed in connection with the operation of its business upon the premises of the University. The Contractor shall comply with all federal, state and local laws and regulations and shall agree to comply with all laws pertaining to wages and hours of employment.
- 3.34.4. The Contractor shall pay its bills in a timely manner.

3.35. HUB Reports

- 3.35.1. The Contractor is required to submit a monthly HUB Report to the University no later than the second Thursday following each month. For example, the report for September 2014 will be due by October 16, 2014.
- 3.35.2. The reports shall be in Excel. It must include all purchases for the month listed by HUB type or as non-HUB.
- 3.35.3. HUB Plan purchasing shall achieve 24.6% of food and paper purchases as stated by the Contractor.
- 3.35.4. The monthly reports shall show that there is a trend of continuous improvement in HUB activity throughout the time that the contract is in effect.

3.36. Working Capital

- 3.36.1. Contractor shall provide the necessary working capital for the successful operation of this contract. Contractor shall operate on Contractor's own credit. The Contractor shall pay all costs of operations from its own banking account.

3.37. Purchasing

- 3.37.1. In the event an affiliate of the University or division of Contractor furnishes products or ancillary services necessary to the efficient operation of food services, charges for products and ancillary services shall be competitive with the cost of obtaining such products or services from an independent source within the open market. Contractor shall retain documentation of the competitiveness of such products and services in accordance with the retention requirements of the audit clause and make it available to the University upon request. The University reserves the right to conduct random audits of Contractor's invoices during the term of this contract, and any extension thereto, to ensure competitive pricing.

- 3.37.2. The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storing, and inventorying of all foods and direct supplies, and will pay for all food and direct supplies related to food production, service and management applicable to this contract. The Contractor must be able to show a clear audit trail for all transactions.
- 3.37.3. The University will have free access to any and all of the Contractor's records including, but not limited to, receipts or production sheets, product specifications, and quantities of food issued to each service unit to determine that portions specified are complied with.
- 3.37.4. All food items shall be delivered in transportation containers to reflect proper refrigeration temperatures to maintain quality of product. Any purveyor not meeting or providing adequate refrigeration or protection from product deterioration during transport shall be, at the discretion of the University, barred from the University as an unacceptable purveyor. It will be the Contractor's responsibility to replace the purveyor with someone acceptable to the University.
- 3.37.5. Contractor shall comply with the University's existing Pouring Rights contract by purchasing the same products.

3.38. Products Standards

- 3.38.1. The University has a strong desired emphasis on freshly prepared products and reducing the use of prepared foods. The Contractor shall use its best efforts to emphasize the use of fresh foods as opposed to canned or frozen, and reduce the use of processed foods.
- 3.38.2. The price of products supplied from off-site shall not exceed competitive marketplace pricing. Contractor's on-site manager shall review and approve the vendor's invoice prior to disbursement of a payment for products supplied from off-site.
- 3.38.3. Additionally, the minimum purchase specifications that must be adhered to by the Contractor shall include but are not limited to:
 - 3.38.3.1. MEATS: All meats shall be inspected and passed for wholesomeness by official inspectors of the U.S. Department of Agriculture (USDA) and/or the local Health Department. Ground beef is not to exceed 20% fat content. Meats served shall be prepared from the grades and types which will produce high quality finished products. Items such as steaks and roasts shall be of Prime or Choice grade. All pork, pork products, manufactured and processed items shall be Number 1 grade.
 - 3.38.3.2. FRESH FRUITS AND VEGETABLES: All fruits and vegetables shall be top grade, such as Extra Fancy, depending on the specific fruit or vegetable used in preparation of the finished product.

- 3.38.3.3. FROZEN FOODS: All frozen foods shall be U.S. grade AA or A, depending on the specific product used, and shall have been packed under continuous inspection by the U.S. Department of Agriculture.
- 3.38.3.4. FRESH EGGS: All fresh eggs shall be U.S. Grade AA (Large), farm fresh, vegetarian/natural grain fed and cage free.
- 3.38.3.5. FRESH POULTRY: All poultry shall be Grade A or better and be inspected and passed for wholesomeness by the official inspectors of the USDA. All poultry must be hormone and antibiotic free.
- 3.38.3.6. FRESH SEAFOOD: All seafood shall be of the best quality, fresh or frozen, and conform to all standards and regulations of the Department of Health. Frozen fish and seafood shall be a nationally distributed brand and packed under continuous inspection of the USDA. Seafood selections shall be in keeping with the Monterey Bay Aquarium's Seafood Watch List Best Practices.
- 3.38.3.7. CANNED FRUITS: All canned fruits shall be U.S. Grade A Fancy or Grade B Choice. Upon routine inspection, no dented cans or rusted cans shall be allowed on University shelves.
- 3.38.3.8. DAIRY PRODUCTS: Milk products shall be RSBT free, fortified with Vitamin D and be Grade A. Ice cream shall not contain less than 10% butterfat, not exceed 85% overrun, maximum 3% stabilizer and be available in a minimum of 3 flavors. Butter/Margarine shall be a minimum 92 score. Cheeses shall comply with Department of Health standards. Frozen dairy products shall comply with Department of Health standards.
- 3.38.3.9. ANTIBIOTICS AND GROWTH ADDITIVES: Continuous improvement efforts toward reduction of antibiotics and growth additives in foods served.
- 3.38.4. The Contractor's on-site manager shall review and approve the vendor's invoice prior to disbursement of a payment for products supplied from off-site.
- 3.38.5. The Contractor's on-site manager shall schedule the purchasing of products to maximize local suppliers' volume and trade discounts.

3.39. Pricing

- 3.39.1. The meal plan rates, camp/conference rate, meal cash credit and casual meal rates may be adjusted effective on June 1 of each year. The Contractor will present residential meal plan rates and retail pricing by February 1 of each year. The University will review and at their discretion approve the rates for the following academic year. If new prices are approved they will be initiated August 1 of each year.

3.40. Payment

- 3.40.1. The Contractor shall bill the University weekly for the number of contract students certified to the Contractor by the University during the previous week except casual meal rates collected by the Contractor. Upon review and verification of services received, payment shall be prompt by the University. All amounts due to Contractor shall be paid within thirty (30) days of the invoice date. With the exception of invoices for catering, which may be paid by credit card, all payments to Contractor will be made by check or electronic funds transfer.
- 3.40.2. Partial Meal Plan Days Billing Schedule – When partial operating days occur for Meal Plan billing, the Contractor shall invoice the University a portion of the Daily Meal Plan Rate on the following basis:
 - 3.40.2.1. Breakfast 25%
 - 3.40.2.2. Lunch 35%
 - 3.40.2.3. Dinner 40%For all meal plans, the Contractor will be paid on a pro rata basis for partial days based on a number of meals available for that week.
- 3.40.3. For Camp/Conference rate, the Contractor will be paid on a pro rata basis for partial day operations in accordance with the meal service and price as agreed upon and incorporated in the Contract.
- 3.40.4. At a minimum, the following information shall be furnished on all invoices:
 - 3.40.4.1. Period covered,
 - 3.40.4.2. Number of contract students serviced on each plan for the period covered by the week,
 - 3.40.4.3. Rate per plan,
 - 3.40.4.4. Cost per plan for the period covered,
 - 3.40.4.5. Total cost for the period covered, and
- 3.40.5. Miscellaneous costs including the specific item, purpose, justification and cost.
- 3.40.6. No credit shall be given to contract students for meals missed on any contracted meal plan during the regular term or summer sessions. Declining balance (“DB”) dollars shall not carry over from the fall semester to the spring semester, and any unspent DB dollars in student accounts are forfeited to the University at the end of each semester.
- 3.40.7. The Contractor does agree, however, on a pro rata basis, and on official notice from the University to make refunds, issue credits or cancellations for charges to the University for the withdrawal of persons from further participation in the regular term or summer sessions. The University is

responsible for prompt notification to the Contractor of any withdrawals from the contract plan.

- 3.40.8. The University has implemented and operates a declining balance card system (the "Cardinal OneCard") as a form of payment for food purchases. The Contractor is required to accept the Cardinal OneCard as a form of payment, in addition to cash, debit, and credit cards as methods of payment. The Cardinal OneCard is used as an identification Card, Debit Card for Bank Accounts and Meal Plan Declining Balance Accounts.

3.41. Contractor's Employees

- 3.41.1. The Contractor agrees to assign and maintain a management staff at the University with the background, education, training and experience to operate and manage a foodservice operation of this magnitude. The University shall interview and approve all management and supervisory position candidates before any commitment or hiring by the Contractor. The Contractor must have a replacement candidate in place prior to any release or reassignment of a management person. The University shall receive compensation for any management position vacant for more than thirty (30) days.
- 3.41.2. At all times, all managerial and staff personnel must display an appropriate identification badge (name and title) to be approved by the University. The Food Services Director shall be clearly and prominently "in charge" and shall be readily accessible to the students and to the University's staff. Members of the management team shall be visible not only in the kitchen, but also in the food rooms/service areas during all meal zones. A titled "manager" shall be on the premises at all times at each location when the food facility is in operation/open and be certified in an approved sanitation course that meets HACCP standards. All supervisors shall be certified in an approved sanitation course that meets HACCP standards.
- 3.41.3. The Contractor shall be responsible to insure that all employees, full-time, part-time and students, are trained in the job position, and fully understand the job before working the position.
- 3.41.4. Contractor shall conduct the following background checks on its officers, employees, and other persons it causes to be on the University campus. Nothing in this section 3.41.4 or subsections 3.41.4.1 through 3.41.4.3 shall require either Party to action in violation of federal or state civil rights laws:
- 3.41.4.1. Sex offender and criminal history databases where the above individuals will be placed permanently on the University campus, working with or around students; and,
 - 3.41.4.2. Criminal history and credit history background checks where the above individuals will be handling money, informational technology, or other security-sensitive areas as determined by the University President.

- 3.41.4.3. The University President, in his sole discretion may require removal from the campus of any of the above-referenced persons.
- 3.41.5. Contractor shall inform its officers, employees and other persons it causes to be on the campus permanently of the Texas State University System's "Sexual Misconduct Policy and Procedures" and shall make copies of said policy readily available to the above referenced persons, advising them that sexual misconduct will not be tolerated.
- 3.41.6. On-site personnel: As necessary to maintain an adequate, trained and experienced staff, Contractor, as an Operating Expense, shall provide supervision, training, discipline and termination of Employees. At no time shall student workers be unsupervised.
- 3.41.7. The Contractor shall have an independent registered, TX-licensed dietitian visit the University's Food Service Program twice monthly (and on call as needed or requested by the University) to coordinate a nutrition education program, review students special dietary needs, evaluate menus, and observe food production standards during the academic year. The dietitian shall submit a monthly written summary of all activity with a copy on file in the Food Service Program offices and a copy to the University. Contractor shall provide a daily nutrition education program.
- 3.41.8. Training: Employees shall be required to meet the necessary qualifications of ServSafe and HACCP systems. The Contractor shall be required to have the resources and staff for continually providing satisfactory training and development programs for all employees, supervisors and managers at all levels of the organization.
- 3.41.9. A record shall be maintained of a summary of the content of the training session and all attendees. This record will be filed in the Food Service Program office and be available to the University.
- 3.41.10. Employees shall be qualified and adequately trained by Contractor prior to assuming the assigned tasks. All personnel of the Contractor shall be subject to removal for conduct that is considered offensive by the University's administration. Notwithstanding the provisions of this paragraph, Contractor shall not be required to remove any employee or reject any candidate for employment if, in Contractor reasonable opinion, such action would violate applicable employment laws, employment contracts, or collective bargaining agreements.
- 3.41.11. The Contractor shall display 8" x 10" photographs of all management staff at the entrance to each facility (location to be determined and approved by the University).
- 3.41.12. Uniforms and Dress Code:
 - 3.41.12.1. The Contractor shall provide uniforms with nametags for its employees. Contractor shall submit, for University approval, a

sample of the proposed uniform, including nametags. The University will supply any required branded logos for the uniforms.

- 3.41.12.2. While performing their work assignments, employees shall wear uniforms and nametags approved by the University. This includes all full-time and part-time employees and student workers.
- 3.41.12.3. Contractor shall be responsible for maintenance and cleanliness of its employees' uniforms.
- 3.41.13. Contractor shall provide full-time on-site management personnel as follows:
 - 3.41.13.1. On-site General Manager – University will approve the on-site General Manager.
 - 3.41.13.2. Executive Chef – University will approve the Executive Chef.
 - 3.41.13.3. Catering Manager – University will approve the Catering Manager.
 - 3.41.13.4. Unit Managers – Assigned to individual food services facility sites and services, including catering, retail food, concessions, and residential food. Unit Managers are exempt managers that provide the day-to-day support of facility during all operating hours.
 - 3.41.13.5. Proposed Unit Managers – To be approved by the University prior to their assignment to the University's facilities. Such approval will not be unreasonably withheld, delayed, or unreasonably conditioned. A non-exempt supervisor will support and assist the Unit Manager. A Unit Manager or non-exempt supervisor shall be on-site during all service periods a facility is open.
 - 3.41.13.6. Marketing Manager – Contractor shall have in place a marketing staff person dedicated to promotional and marketing efforts for the University's Food Service Program.
- 3.41.14. Contractor's District Manager or Account Representative shall visit each facility and inspect the on-site services as determined by Contractor to fulfill its obligations hereunder. Such visits shall be conducted at least quarterly at the reasonable discretion of the University for each facility. The site visit and inspection shall include:
 - 3.41.14.1. Inspection of the preparation and serving of the residential food services, retail food services, and catering,
 - 3.41.14.2. Interaction with customers during serving periods to determine levels of customer satisfaction and to encourage customer recommendations to enhance the on-site services,

- 3.41.14.3. Inspection of the sanitation and quality assurance procedures,
- 3.41.14.4. Meeting with the University to review the on-site services,
- 3.41.14.5. Provide oversight of on-site financial/accounting methods and procedures,
- 3.41.14.6. Within twenty-four (24) hours after a request from the University, Contractor's district manager or account representative shall visit the site to address issues of concern to the University, and
- 3.41.14.7. After each visitation, the district manager will provide to the University follow-up documentation of visitation with observations, recommendations, and an action plan.
- 3.41.14.8. The General Manager position shall be filled at all times, with an individual meeting the qualifications determined by the University.

3.42. Minimum Qualifications of Key Personnel

- 3.42.1. General Manager – Plans, organizes and oversees all activities and systems in the Food Service Program in an account over \$5,000,000 in managed volume. The General Manager supervises the food operations to ensure exceptional culinary experiences for our guests; assures Contractor standards of quality, service and cleanliness are being met; makes changes as needed to improve services, increase efficiency, manage costs and meet client requirements; coaches management team and hourly associates to achieve company and personal career growth goals. Requirements include:
 - 3.42.1.1. Five+ years of multi-unit management experience in higher education contract food or similar environment, or relevant experience.
 - 3.42.1.2. University degree in hospitality management or culinary arts
 - 3.42.1.3. Detailed knowledge of Department of Health and federal standards for food services
 - 3.42.1.4. Strong organizational, leadership, multi-tasking, and interpersonal skills
 - 3.42.1.5. Strong client relationship building skills
 - 3.42.1.6. Excellent organizational and presentation skills
 - 3.42.1.7. Current ServSafe certification
- 3.42.2. Executive Chef – Supervises the food production process including purchasing, food specifications, meal preparation, service and sanitation. Orients and trains new employees in production areas. Develops standardized recipes and utilizes other production tools to ensure food quality and cost objectives are met. Participates in the planning and

execution of special events. Supervises, schedules, reviews and hires members of the culinary staff and utility staff. Requirements include:

- 3.42.2.1. Five+ years experience in a high volume kitchen as Executive Chef, or relevant experience.
 - 3.42.2.2. University degree in hospitality management or culinary arts
 - 3.42.2.3. High kitchen volume production
 - 3.42.2.4. High volume catering experience and upscale VIP events
 - 3.42.2.5. High volume purchasing experience
 - 3.42.2.6. Strong menu planning skills
 - 3.42.2.7. Current ServSafe certification
 - 3.42.2.8. HACCP experience
- 3.42.3. Catering Manager – responsible for all catered functions, from origination to execution, including the delegation of responsibilities; works on a consistent basis with sales personnel to generate new business; responsible for handling customer complaints and rectifying problem situations; responsible for extra arrangements such as rental of tables, equipment, linen, etc. Requirements include:
- 3.42.3.1. Three+ years multi-level catering experience in higher education contract food or similar environment, or relevant experience.
 - 3.42.3.2. University degree in hospitality management or culinary arts
 - 3.42.3.3. Strong organizational, leadership, multi-tasking, and interpersonal skills
 - 3.42.3.4. Strong client relationship building skills
 - 3.42.3.5. Excellent knowledge of catering procedures and standards
 - 3.42.3.6. Experience in scheduling, planning, and supervising multi-level catering events
 - 3.42.3.7. Current ServSafe certification
- 3.42.4. Director of Resident Food – responsible for the overall management of the University resident food program. Maintains high quality standards in regard to food production and preparation, sanitation and safety, and service and expediency of food lines. Supervises hourly associates. Requirements include:
- 3.42.4.1. Three+ years experience in contract food or similar environment, preferably restaurants, or relevant experience.
 - 3.42.4.2. University degree in hospitality management or culinary arts

- 3.42.4.3. Strong organizational, leadership, multi-tasking and interpersonal skills
- 3.42.4.4. Strong client relationship building skills
- 3.42.4.5. Excellent organizational and presentation skills
- 3.42.4.6. Current ServSafe certification
- 3.42.5. Retail Food Unit Managers – responsible for the overall management of all University retail food locations. Maintain high quality standards in regard to food production and preparation, sanitation and safety, and service and expediency of food lines. Supervises hourly associates. Requirements include:
 - 3.42.5.1. 2-3 years experience in contract food or similar environment, preferably restaurants, or relevant experience.
 - 3.42.5.2. University degree in hospitality management or culinary arts
 - 3.42.5.3. Strong organizational, leadership, multi-tasking and interpersonal skills
 - 3.42.5.4. Strong client relationship building skills
 - 3.42.5.5. Excellent organizational and presentation skills
 - 3.42.5.6. Current ServSafe certification

3.43. Security

- 3.43.1. During periods when Employees are scheduled to work, Contractor shall maintain adequate security of the Food Service Program facilities, equipment, supplies and products and will follow any site-specific security guidelines provided by the University.
- 3.43.2. As directed by the University, at the end of each work period Contractor shall secure designated doors, windows, openings, and storage areas within the Food Service Program areas.
- 3.43.3. Contractor is exclusively responsible for the theft or loss of any equipment, monies, supplies or products, whether owned by Contractor or University, which occur as a result of Contractor's failure to maintain adequate security where physically capable of securing such facilities.

3.44. Motor Vehicles

- 3.44.1. The Contractor is responsible to provide adequate motor vehicles or use University-owned vehicles when available to respond to all needs of the services. The vehicles and transportation of food will follow all local and regulatory safety practices and adhere to HACCP and ServSafe guidelines for transportation of food and beverages.

3.45. Energy Management

- 3.45.1. Contractor will provide an energy management program for review and possible approval by the University within six (6) calendar months of signature of the Contract to mutually agree upon and implement an energy management program.

3.46. Marketing and Communications Plan

- 3.46.1. Contractor shall aggressively market and promote the Food Service Program on campus.
- 3.46.2. As part of the Annual Plan, Contractor shall be responsible for developing and implementing a proactive annual marketing/communications plan to promote the Food Service Program to the University's campus community. The focus of the marketing/communications plan shall be to maximize participation and sales in the areas of meal plans, sports concessions, retail dining and catering services. At a minimum, the marketing/communications plan must include the following:
 - 3.46.2.1. Social media strategy for residential, retail dining, catering, and concessions;
 - 3.46.2.2. Identification of target markets;
 - 3.46.2.3. Specific strategies to build revenue, enhance satisfaction, and generate goodwill on campus and in local communities;
 - 3.46.2.4. Tactics for effective promotion and communication to the campus and local communities;
 - 3.46.2.5. Implementation plan and calendar;
 - 3.46.2.6. Marketing budget;
 - 3.46.2.7. Success measures.
- 3.46.3. Contractor shall have an experienced marketing staff person dedicated to promotional and marketing efforts for the University's Food Service Program.
- 3.46.4. The University will determine other sites throughout the University's campuses where menus will be posted. The Contractor shall have the menus printed and make the appropriate distribution of the menus.
- 3.46.5. At the Contractor's expense, permanent signs shall be displayed in appropriate and approved areas to identify service stations.
- 3.46.6. Contractor shall obtain approval from the University prior to on-site use and display of University or its program graphics on menu boards, tabletop displays, promotional advertising, and/or bulletin boards.

3.47. Culinary Committee and Monthly Updates

- 3.47.1. Contractor shall participate in and facilitate meetings, data gathering, responses, and associated actions of the Student Government Association.

- 3.47.2. Contractor will participate in monthly meetings with the University. The agenda will include review and update of financials, data gathering and responses, and other items as determined by the University.

3.48. Equipment and Reimbursable Items

- 3.48.1. The Contractor, with a designated University representative, shall take an annual full inventory of all glassware, chinaware, service trays, and kitchenware to be submitted to the University. The inventory shall be taken at the end of the spring semester (May).
- 3.48.2. At the start of the Contract or no later than January 1, 2015, a joint inventory will be taken and signed by both parties. Both parties shall be bound by their representative's signature to the inventory acceptance. Any disagreements or disputes to the inventory count of items must be placed in writing to the other party within ten (10) days of the date the physical inventory was taken. Ten (10) days prior to the termination of this contract, an inventory of facilities and equipment will be taken by the Contractor with a University representative present. At this time, determination shall be made concerning any excessive wear or misuse of facilities and equipment on the part of the Contractor and compensation for excessive wear or misuse of facilities and equipment shall be paid to the University by the Contract
- 3.48.3. The Contractor shall make any necessary requests to the University for replacement or addition of facilities and equipment. Any additions to the facilities or equipment will be added to the inventory. Items that become unserviceable through normal use, wear-and-tear will be turned over to the University and deleted from the inventory. The Contractor shall reimburse the University for replacement costs of all items not accounted for at the end of the contract period.
- 3.48.4. Ownership of all non-expendable items and equipment will remain with the University. However, the Contractor shall take such measures as may be reasonably required by the University for the protection against loss by pilferage or destruction. The Contractor shall have the responsibility for the costs of any damage or loss to the equipment or premises of the University caused by the negligence of the Contractor or its associates. Nothing herein relieves the Contractor from its obligation to replace inventory losses due to destruction, loss or pilferage, unless caused by the negligence of the University.
- 3.48.5. Products (food and supplies) that require equipment for dispensing which have the equipment and service cost pro-rated in the costs of the product shall not be purchased by the Contractor without prior written approval of the University.
- 3.48.6. In coordination with the University, the Contractor shall operate and use all assigned equipment, facilities and utilities in accordance with the University's preventive maintenance procedures, schedules and standards. The University shall inspect to insure Contractor's compliance with the

provisions of University preventive maintenance programs appropriate to kitchens and food halls.

- 3.48.7. The Contractor shall conserve utilities and treat all facilities and equipment with prudent care.

3.49. Glassware, Flatware, China, Kitchenware, Etc.

- 3.49.1. The Contractor shall be responsible for maintaining a given level of inventory and replacements as needed for all china, glassware, trays, kitchenware, flatware, and serving utensils. Ownership of inventory will remain with the University, with the exception of flatware and service utensils purchased by the Contractor.
- 3.49.2. "Linens" include all associate uniforms, coats, caps, table linens, kitchen linens, and towels. The Contractor is responsible for providing and laundering all linens, and must bear the cost of such laundry.
- 3.49.3. If dishwashing facilities should become temporarily inoperative, disposable paper service will be utilized. The Contractor shall be responsible for maintaining an inventory adequate to meet the emergency.
- 3.49.4. The Contractor shall be responsible for the acquisition and maintenance of all office and housekeeping supplies as required for their operation. The University shall determine the number of cleaners to maintain facilities and may increase the number at Contractor's expense.

3.50. Emergency Services

- 3.50.1. The Contractor shall be required to provide food service under emergency and/or unpredictable circumstances such as breakdown of equipment, fire, hurricane, earthquake, pandemic, power failure, etc. Contractor shall not be reimbursed for any loss of revenue from an interruption of service or operations, or for use of any food service areas or facilities for such emergency purposes. In some emergency instances, food service areas and facilities may be used for purposes other than food service.

4. SUMMARY CHART OF RESPONSIBILITIES

4.1. Summary Chart

4.1.1. This is a summary table of payment of expenses. The content of this Operations Manual takes precedence over this table.

	Contractor	University
FOOD AND BEVERAGES		
Food and beverage purchasing	X	
Processing of invoices	X	
Payment of invoices	X	
Ownership of food and supply inventory	X	
LABOR		
Payment of regular full-time hourly employees	X	
Payment of student (part-time) salaries	X	
Payment of salaried management employees	X	
Payment of sick leave pay	X	
Payment of holiday pay	X	
Payment of actual payroll taxes and benefits	X	
Payment of actual labor cost	X	
Direct on-site preparation and processing of payroll	X	
Direct on-site training and development cost	X	
DIRECT EXPENSES		
Telephone and internet connection initial installation		X
Internet	X	
Telephone local		X
Telephone long distance	X	
Payment for use of on-campus software	X	
Removal of trash and garbage from kitchen	X	
Removal of recyclables, trash and garbage from premises	X	
Servicing and repair of grease traps		X
Daily cleaning of grease hood filters	X	
Cleaning of grease hood ductwork below the ceiling	X	
Twice annual cleaning of grease hood ductwork above ceiling		X
Replacement of china, glass, flatware, kitchenware	X	
Initial inventory of china, glass, flatware, kitchenware, etc. and other foodservice equipment		X
Depreciation of equipment and investments	X	
Repair to infrastructure (vents to outside, gas line, etc.)		X
Cost of maintaining and repairing equipment owned by University		X
Credit card equipment, installation and processing	X	

	Contractor	University
Liquor license cost (if any or necessary)	X	
Products and public liability insurance	X	
Gas, water and electric utilities		X
General office supplies and equipment	X	
Office facilities and initial outfitting of furniture		X
Facility maintenance and repairs		X
Keys - initial issue		X
Key replacements	X	
Exterminator services	X	
Repair and service hood fire detection / suppression system		X
Linen rental and laundering	X	
Uniforms and uniform laundering	X	
Actual cost of insurance premiums	X	
Mandatory employee health examinations	X	
Employee background checks and/or drug testing	X	
Approved advertising and promotions	X	
Paper and cleaning supplies	X	
Menu printing	X	
Security transportation of monies	X	
Rental equipment and leased vehicle for food delivery & catering	X	
Owned or leased vehicles	X	
Actual cost of long term disability	X	
SALES AND SALES TAX		
Sales tax on each cash sales and purchases from Contractor	X	
Sales tax on board plan and declining balance		X
CLEANING RESPONSIBILITIES		
Walls and fixtures on walls (below 7 feet)	X	
Walls and fixtures on walls (above 7 feet)		X
Cleaning of food preparation, delivery and service areas	X	
Ceiling and ceiling vents and light fixtures		X
Floors – daily cleaning in all Food Service Program areas, including production, service and seating areas	X	
Floors – semi annual deep cleaning, waxing		X
Public restrooms in Food Service Program areas	X	
Public restrooms in non-Food Service Program areas		X
Tables and chairs	X	
Locker rooms for food service workers	X	

SHSU: Beverage Vending, Pouring, and Sponsorship Rights

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

Beverage vending, pouring, and sponsorship rights for Sam Houston State University be awarded to Pepsi Beverages Company for a period of seven (7) years with an optional renewal period of up to three (3) additional years.

Explanation

The University issued a Request for Proposal for beverage vending, pouring, and sponsorship rights on July 1, 2014. The evaluation committee received submissions from Pepsi Beverages Company, Coca-Cola Refreshments, and FreshomaticUSA Vending Service.

In evaluating the three bids, the committee analyzed the merits of each proposal including total consideration that would be provided to the University. The Pepsi Beverages Company proposal had the highest monetary value due to the initial support funds, sponsorship fee, and higher vending commissions. The Pepsi Beverages Company was also the only proposer which included growth incentives based on pre-set volume targets and a significant proportion of guaranteed commissions. The committee also reviewed the non-monetary aspects of the proposals and the overall reputation of each proposer. After reviewing all aspects of the proposals, the evaluation committee recommended that the University contract with Pepsi Beverages Company due to its comprehensive financial proposal, significant product offering, and ability to service the University campus.

The recommended contract with Pepsi Beverages Company is the first campus-wide beverage vending, pouring, and sponsorship rights agreement for Sam Houston State University. The proposed contract includes \$250,000 in initial support funds that are to be amortized over the life of the contract. In addition, over seven years, the University will receive exclusivity payments totaling \$1,505,000, sponsorship fees of \$175,000, facility improvement support of \$70,000, and estimated vending commissions of \$614,600. The contract also contains two tiers of growth incentives with a value of \$157,500 or \$262,500 over seven years. The estimated payments and incentives represent a total of \$2.77 million in monetary compensation to the University over the life of the contract. The vendor will also provide total non-monetary support of \$250,000 comprising product donations, isotonic beverage support, sustainability initiatives, and marketing support.

The effective date of the contract is March 1, 2015 with phased implementation dates, subsequent to that date, to accommodate vendor schedules and minimize impact to instructional and athletic activities.

SPONSORSHIP AGREEMENT

This sets forth the agreement (“**Agreement**”) between Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 9300 LaPorte Freeway, Houston, TX, 77017 (“**Pepsi**”) and Sam Houston State University, with its principal place of business at 1806 Avenue J, Huntsville, TX, 77340 (the “**Customer**”).

WHEREAS, Pepsi desires the right to be the exclusive supplier of Beverages (as defined below) to the Customer; and

WHEREAS, Pepsi has submitted a bid in response to a Request for Proposal for Pouring Rights and Sponsorship issued by the Customer, RFP Number 753-015-001DJF; and

WHEREAS, Pepsi desires the exclusive right to develop and carry out a program for the sale of its beverage products in facilities currently owned or operated for educational purposes by the Customer within Walker County, Texas and the Woodlands Center Campus in Montgomery County, Texas; and

WHEREAS, Pepsi is experienced in installing, operating, servicing and maintaining equipment for dispensing beverage products and the Customer has determined that it is in the best interests of the Customer to contract with Pepsi to provide services for the sale of beverage products; and

WHEREAS, Pepsi wishes to identify itself with the Customer and to have its products promoted and sold at the Facilities (as defined below) and further wishes to receive the other promotional benefits provided for by the Customer in this Agreement; and

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, and the other mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. DEFINITIONS.

“**Approved Cups**” means the disposable cups approved by Pepsi from time to time as its standard trademark cups and other containers approved by Pepsi from time to time and bearing the trademark(s) of Pepsi and/or other Products. In addition, Pepsi agrees that the Customer shall have the right to produce limited-run commemorative plastic cups reasonably acceptable to Pepsi for use at the Facilities and that such cups shall also be considered to be Approved Cups, provided that Pepsi’s trademark(s) for Pepsi® shall be included on such commemorative cups. The use and size of Pepsi’s trademark(s) on such commemorative cups shall be subject to the prior approval of Pepsi.

“**Beverage**” or “**Beverages**” means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled bottled coffee drinks; (iv) chilled bottled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral or purified), (viii) liquid concentrate teas (“**LCT**”), (ix) frozen carbonated and non-carbonated beverages

(“**FB**”), and (x) with the option of any future categories of nonalcoholic beverage products that may be distributed by Pepsi as agreed by Customer.

“**Cases**” shall mean the number of cases of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

“**Competitive Products**” shall mean any and all Beverages other than the Products.

“**Customer Marks**” shall mean (i) the Designations (as defined below) and (ii) the Customer’s characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations which are owned, licensed to or controlled by the Customer and which relate to the Facilities and which are in existence on at the beginning of the Term or which will be created during the Term. For clarity purposes, Customer Marks shall include, without limitation, characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations associated with or related to all intercollegiate athletic teams associated with the Customer, at the beginning of the Term or which will be created during the Term, if any.

“**Designations**” shall include, but not be limited to, the following: “A Proud Sponsor of the [Customer],” “Official Water and Soft Drink of the [Customer]” and “Official Sponsor of the [Customer].”

“**Equipment**” means the following types of equipment owned and operated by Pepsi and used to sell or dispense the Products: (i) full service vending machines (“**Vending Machines**”); (ii) retail single-serve food service equipment and (iii) fountain service equipment. All Vending Machines will comply with law and regulations regarding accessibility for individuals with disabilities.

“**Facilities**” shall mean the entire premises of every facility owned, occupied or operated by the Customer for student purposes or its Food Service Provider within the Main Campus and Gibbs Ranch in Walker County, Texas and the Woodlands Center Campus in Montgomery County, Texas. Facilities, includes all buildings, the grounds, parking lots, dormitories, campus centers, dining facilities, snack bars, food carts, book stores, athletic facilities and concession stands, and, for each building, the grounds, parking, lots, dining facilities, unbranded and branded food service outlets and vending areas that exist now or in the future. Facilities excludes (1) real property owned but currently undeveloped by the Customer that are outside of the boundaries of the campuses set forth above, and (2) properties owned by a third party and leased to the University as a tenant that are outside of the campuses set forth above.

“**Food Service Provider**” shall mean Aramark or any food service provider which may serve at the Facilities at any point during the Term. The Customer acknowledges and agrees that this Agreement, including the pricing, funding and other consideration provided for herein is based on the Customer’s current operating model/use of third party Food Service Providers. Thus, in the event that: (i) if the Customer is currently self-operated, the Customer switches to a Food Service Provider, or (ii) if the Customer currently uses a Food Service Provider to operate its concessions, such agreement between the Customer and the current Food Service Provider expires or is terminated, and the Customer enters

into a new arrangement with a Food Service Provider; then any such new or subsequent agreement between the Customer and any Food Service Provider (pursuant to either (i) or (ii) above) shall require such Food Service provider to abide by the terms of any separate agreement the Food Service Provider may have with Pepsi or in the absence of such agreement, the applicable pricing set forth in this Agreement. Customer shall specifically require such Food Service Provider to affirm that it will not be entitled or seek to receive any funding or other benefits/consideration in connection with any agreement such Food Service Provider may separately have with Pepsi or Pepsi's affiliates. In the event that the Customer fails to adhere to this requirement (or the Food Service Provider refuses to abide accordingly), then the pricing, funding or other consideration provided to the Customer under this Agreement may need to be adjusted by mutual agreement of the parties as reasonably necessary to offset the increased incremental costs incurred by Pepsi as a result of the Customer's change in Food Service Providers.

"Gallons" shall mean the number of gallons of the Postmix Products purchased by the Customer from Pepsi.

"Packaged Products" shall mean Beverages that are distributed in pre-packaged form (*i.e.*, Bottles & Cans). A current list of Pepsi's Packaged Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

"Postmix Products" shall mean beverage products used to create and dispense fountain beverages. A current list of Pepsi's Postmix Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

"Products" shall mean Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed by Pepsi.

"Year" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

2. TERM.

The term of this Agreement with regards to athletic events, venues, and sponsorship, shall commence on August 1, 2015 and shall terminate with the remainder of the contract on May 31, 2022, unless sooner terminated or extended as provided below. The term of this Agreement with regard to all other non-athletic events and venues, and all other provisions of this Agreement shall be for a seven (7) year period beginning on March 1, 2015 and expiring on May 31, 2022, unless sooner terminated as provided herein ("**Term**"). The parties may agree in writing to extend the Term for up to three (3) additional years, the latest of which expires on May 31, 2025.

3. GRANT OF BEVERAGE AVAILABILITY AND MERCHANDISING RIGHTS.

During the Term, Customer hereby grants to Pepsi the following exclusive Beverage availability and exclusive Beverage merchandising right as set forth and described below:

A. Beverage Availability at the Facilities.

(1) Grant of Rights.

(a) Pepsi shall have the exclusive right to make Beverages available for sale and distribution throughout the Facilities, including the right to provide Beverages sold at athletic contests (*i.e.*, concession stands, sales in stands (hawking) or other means), booster club activities, and all other special events conducted at or any location on the Facilities (“*Special Events*”). The Products shall be the only Beverages sold, dispensed or served at the Facilities (*i.e.*, at concession stands, sales in stands (hawking) or other means), and the Products shall be sold at all food service concession or vending locations located within the Facilities, subject to the exceptions in § 6.C; and

(b) Pepsi shall have the exclusive right to install the Equipment throughout the Facilities. Pepsi shall have the further right to request installation support for Pepsi’s additional Equipment in buildings and facilities acquired and/or constructed by the Customer after the date of this Agreement. Specifically, Pepsi shall install the Equipment at its sole expense; *provided, however*, that the Customer will be responsible for providing all electrical hook-ups and charges related thereto. Pepsi shall have the right to place full trademark panels on all sides of its Equipment. Pepsi, or one of its affiliates, shall retain title to all Equipment.

(2) Purchasing of Postmix Products.

The Postmix Products shall be purchased by Customer or the Food Service Provider from Pepsi. Pricing for Customer shall be as set forth in this Agreement. Pricing for Food Service Provider shall be the applicable pricing under the terms of any separate agreement the Food Service Provider may have with Pepsi or, in the absence of such agreement, as forth in this Agreement. Current pricing for Postmix Products is as set forth in Exhibit A attached hereto.

(3) Purchasing of Packaged Products.

The Packaged Products shall be purchased by Customer or the Food Service Provider from Pepsi. Pricing for Customer shall be as set forth in this Agreement. Pricing for Food Service Provider shall be the applicable pricing under the terms of any separate agreement the Food Service Provider may have with Pepsi or, in the absence of such agreement, as forth in this Agreement. Current pricing for Packaged Products is as set forth in Exhibit A attached hereto.

(4) Food Service.

During the Term, Pepsi shall work directly with, Customer and the Food Service Provider for the Facilities, to provide all of its requirements for the Products. Customer shall cause its Food Service Provider to purchase the Product from Pepsi at applicable pricing under the terms of any separate agreement the Food Service Provider may have with Pepsi or, in the absence of such agreement, as set forth in this Agreement. The Customer

shall cause its Food Service Provider to purchase Products from Pepsi in sufficient quantities to ensure the regular and continuous distribution of the Products at the Facilities. Pepsi shall work directly with Customer and its Food Service Provider to promote sales of the Products through appropriate point-of-sale and other advertising materials bearing the trademarks of the Products at Pepsi's expense.

(5) Vending.

Pepsi shall place no less than eighty (80) Vending Machines at the Facilities for dispensing the Products; *provided, however*, that Pepsi shall work with Customer to identify optimal locations for such equipment. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to Vending Machines. Customer will have the right to approve or reject new locations for Vending Machines, based upon a written request from Pepsi.

B. Product Merchandising Rights.

During the Term and subject to the terms and conditions contained in this Agreement, Customer grants Pepsi the exclusive right to merchandise Beverages at the Facilities as set forth and described below:

(1) Menu Board Advertising.

Customer agrees that Pepsi's trademarks for products shall be listed on the menu boards at concession locations in which Products are served to customers at the Facilities. All brand identification containing Pepsi trademarks and/or service marks for menu boards set forth herein will be prepared and installed as mutually agreed by Customer and Pepsi. To the extent that the costs of menu boards are not the responsibility of Customer's Food Service Provider (or other service providers of Customer), the parties shall mutually agree who shall be responsible for the costs for menu boards.

4. GRANT OF SPONSORSHIP AND PROMOTIONAL RIGHTS.

During the Term, Customer hereby grants to Pepsi the right to promote Products in and with respect to the Customer and the Customer Marks upon the terms and conditions contained in this Agreement and as set forth and described below.

A. Prior approvals.

All sponsorship messages and graphics proposed for display by Pepsi pursuant to this Agreement must have the prior written approval of the Customer, which approval will not be unreasonably withheld; provided, however, that the Customer will have the right, in its sole discretion, to decline to approve the display of any sponsorship messages or graphics that (i) are in violation of any statute, rule, regulation or ordinance; (ii) are in violation of the University Rules, a rule or regulation of the NCAA, the Conference, or a professional and semi-professional sports team or conference; (iii) the Customer considers to be misleading or offensive; or (iv) are proposed to be displayed on the Systems or Message

Centers but which the Customer considers to constitute advertising, rather than a sponsorship recognition. All final sponsorship messages and graphics must be submitted in writing to the Associate VP for Marketing/Communications for approval not less than ten (10) days prior to anticipated date of display.

Kris Kaskel-Ruiz
Associate VP Marketing/Communications
Box 2537
Huntsville TX 77341-2537
936-294-3492
kjk001@shsu.edu

B. Promotional Sign.

(1) Facilities and Print Promotion.

Pepsi shall have the right to Facilities and print promotion as mutually agreed in advance and in writing between the parties and as further outlined in Exhibit B.

(2) Signage Changes/Removal.

Customer recognizes Pepsi's right to change, modify, alter or remove its promotional signs, or identification of, any of the Products or to discontinue the manufacture of any of the Products. Pepsi shall reimburse Customer for all reasonable costs and expenses incurred by Customer in changing, modifying, altering or removing any of Pepsi's signs menu boards and other Pepsi identification or references to any of the Products necessitated by Pepsi's changes to or removal of the advertising, trademarks or trade names, designations or identification thereof. Pepsi shall have the right to remove the promotional messages appearing thereon and all such modifications, changes, alterations and/or removals shall be at Pepsi's sole cost and expense. Customer shall use reasonable efforts to minimize the cost to Pepsi for changing, modifying, altering and/or removing Pepsi's advertising.

C. Promotional Rights.

(1) General Sponsorship Designation.

Customer hereby agrees that Pepsi shall have the right to promote the fact that Pepsi is an official sponsor of the Customer and its intercollegiate athletic teams, if any, and that the Products are available at the Facilities, including the right of Pepsi to refer to itself using the Designations. Such promotion may be conducted through the distribution channels of television, radio and print media, on the packaging of (including cups and vessels) and at the point-of-sale of any and all Products wherever they may be sold or served.

(2) Grant of License to Use the Customer Marks for Promotional Activities.

Customer hereby grants to Pepsi a nonexclusive license to use the name of the Facilities, including, but not limited to, “Sam Houston State University,” “SHSU,” and “Bearkat” for the limited purposes of promoting Products within the context of promotional activities. Customer acknowledges that, in order to make full use of the rights granted in this Agreement, Pepsi may conduct the promotional activities through its primary distribution channels in which Pepsi sells Products to the ultimate consumer, such as at the retail level, within drug stores and other retail outlets, by and through mass merchandise campaigns and together with Pepsi’s food service accounts and customers.

D. Representations and Covenants regarding the Ownership and Protection of the Customer Marks and Related Proprietary Rights.

Customer represents that it is the sole and exclusive owner of all right, title and interests in and to the Customer Marks (including without limitation, all goodwill associated therewith) and Pepsi’s use of the Customer Marks pursuant to this Agreement and as agreed in writing will not infringe the rights of any third parties. Pepsi acknowledges that nothing contained in this Agreement shall provide Pepsi with any right, title or interest to the Customer Marks other than the right to use such Customer Marks granted under this Agreement. Pepsi (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of Customer and its affiliates and cooperate with Customer and its affiliates to procure any protection or to protect any of the rights of Customer and its affiliates in and to the Customer Marks. Pepsi shall cause to appear on all materials incorporating the Customer Marks such legends, markings and notices as Customer or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the Customer Marks. Pepsi shall not make any alterations or changes to the design or type of the Customer Marks without the prior written consent of Customer.

E. Representations, Warranties and Covenants regarding the Ownership and Protection of Proprietary Rights of Pepsi.

Pepsi represents and warrants that Pepsi is authorized to use certain names, logos, service marks and trademarks of PepsiCo, Inc. (including without limitation, all goodwill associated therewith) (the “**Pepsi Marks**”) under a license from PepsiCo, Inc. Customer acknowledges that nothing contained in this Agreement shall provide Customer with any right, title or interest to the names, logos, service marks and trademarks of PepsiCo, Inc. without the prior written approval of PepsiCo, Inc. Customer (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of PepsiCo, Inc., Pepsi and its affiliates and cooperate with PepsiCo, Inc., Pepsi and its affiliates to procure any protection or to protect any of the rights of PepsiCo, Inc., Pepsi and its affiliates in and to the Pepsi Marks. Customer shall cause to appear on all materials incorporating the Pepsi Marks such legends, markings and notices as Pepsi or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the Pepsi Marks. Customer shall not make any alterations or changes to the design or type of the Pepsi Marks without the prior written consent of PepsiCo, Inc.

5. **GRANT OF OTHER RIGHTS.**

A. Sampling.

Customer agrees to permit to conduct, at Pepsi's sole cost and expense, sampling of Pepsi Products in official Pepsi packaging at the Facilities in a form and manner as specifically authorized and approved by Customer and in accordance with rules and procedures established by Customer, in its sole discretion, as may be amended or supplemented from time to time by Customer.

B. Right of First Negotiation.

It is hereby agreed that Customer and Pepsi shall enter into negotiations to extend the terms of this Agreement no later than three hundred sixty (360) days prior to the end of the Term. In the event the parties cannot agree to the terms under which this Agreement will be continued one hundred twenty (120) days prior to the end of the Term, Customer shall be free to enter into negotiations with third parties.

C. Additional Rights.

Customer agrees to provide Pepsi with the additional rights set forth on Exhibit B.

6. **EXCLUSIVITY.**

A. During the Term of the Athletic-related portion of this agreement and except as provided in C below, Customer, its agents, representatives, intercollegiate athletic teams coaches and players, and staff (i) shall not themselves nor shall they permit a third party to, sell, serve, promote, market, advertise, sponsor or endorse Competitive Products at the Facilities or in connection with the Customer, its intercollegiate athletic teams coaches and players, and its staff, including but not limited to any digital overlays on the Facilities and (ii) shall ensure that the Products are the only Beverages sold, served, promoted, marketed, advertised, merchandised, sponsored or endorsed, at the Facilities, intercollegiate athletic teams coaches and players, and its staff.

B. Customer recognizes that Pepsi has paid valuable consideration to ensure an exclusive associational relationship with the Facilities, Customer, and/or Customer Marks with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Pepsi's valuable rights. Accordingly, the Customer will promptly oppose Ambush Marketing (as defined below) and take all reasonable steps to stop Ambush Marketing and to protect the exclusive associational rights granted to Pepsi pursuant to this Agreement. In the event any such Ambush Marketing occurs during the Term, each party will notify the other party of such activity immediately upon learning thereof. As used herein, "**Ambush Marketing**" shall mean an attempt by any third party, without Pepsi's consent, to associate Competitive Products with the Facilities, Customer and/or Customer Marks, or to suggest that Competitive Products are endorsed by or associated with the Facilities, Customer and/or Customer Marks by referring directly or indirectly to the Facilities, Customer and/or Customer Marks.

C. Permitted Exceptions to Exclusivity:

Notwithstanding the foregoing exclusive rights granted to Pepsi, there are exceptions to Pepsi's exclusive rights, which are listed below:

1. During the first ninety (90) days of the Term, the Customer and the Food Service Provider shall have the opportunity to sell or dispose of existing competing inventory.
2. Pepsi acknowledges that Customer has a preexisting contract with one of Pepsi's Competitors for athletics; Competitive Beverages may be sold by Customer pursuant to the terms of such agreement until July 31, 2015.

Up to 10% of retail coolers may have space to be used for Dr. Pepper and Diet Dr. Pepper; Up to 10% of vending Machines may be used for Dr. Pepper and Diet Dr. Pepper (up to two slots in each Vending Machine).

3. Up to 2 valves on each carbonated fountain equipment may dispense Dr. Pepper and Diet Dr. Pepper.
4. Exclusivity rights do not apply to events held by Customer as a part of (i) an NCAA Tournament; (ii) a Tournament of an athletic conference of which University is a member; (iii) National Intramural and Recreational Sports Association (NIRSA) sponsored events, or (iv) a Tournament controlled by an entity other than Customer, including professional or semi-professional sport teams, conferences or entities; provided, that, these exceptions will be effective only if and to the extent that the NCAA, the athletic conference, or other entity controlling the contests has a Beverage distribution agreement, sponsorship agreement, advertising agreement or similar agreement covering the Tournament with an entity offering Competitive Products.
5. Exclusivity rights do not apply to Student Organization or Customer-sponsored events, athletic contests and Tournaments that are not held at the Facilities.
6. Customer will have the right to provide Competitive Products at the Facilities when a third party that is unaffiliated with the Customer rents a portion of the Facilities for an event, provided that Customer agrees to first offer equivalent Pepsi Products to the third party. This exception shall only allow for the temporary provision of Competitive Products during the third party's rental of a portion of the Facilities and shall only allow for Competitive Products to be provided in the portion of the Facilities that is being rented by such a third party. If such portion is visible from other locations within the Facilities, the Competitive Products must be served in a glass or similar unmarked container.
7. Pepsi agrees that provided that the Customer has first offered equivalent Pepsi products to third parties, Customer has the right to provide Competitive Products at the Facilities when the Customer is hosting an event at the Facilities, such as a concert, and the organizers of such event have a pre-existing agreement with another provider of Beverages which require

Competitive Products to be served at the Facilities during the event. If such portion is visible from other locations within the Facilities, the Competitive Products must be served in a glass or similar unmarked container.

8. Exclusivity rights do not apply to products sold at the Starbucks retail locations at the Facilities as listed on the attached Exhibit C (“Permitted Starbucks Products.”) Additional products may be added to the list of Permitted Starbucks Products only as mutually agreed by the parties.
9. Exclusivity rights do not apply to sponsor or market events held in cooperation with Customer affiliated organizations or faculty/staff representatives conducted as an independent entity (coaches’ camps, cheer camps, running events, etc.) where said event is held on Customer premises. Provided however, Pepsi shall have the first right of refusal to negotiate a price and provide beverages for such events.
10. Exclusivity rights do not apply to any student, faculty, staff, visitors, or guests who bring Beverages to the Facilities for personal consumption.

7. CONSIDERATION.

In consideration for the advertising, merchandising, promotional rights, and the other related rights and benefits provided to Pepsi by Customer as described herein, and provided Customer is not in breach of this Agreement, Pepsi agrees to pay to Customer:

A. Initial Support Funds.

An Initial Support Fund in the amount of TWO HUNDRED AND FIFTY THOUSAND US DOLLARS (\$250,000), payable to the Customer within forty-five (45) days of the signing of this Agreement by both parties (the “*Initial Support Funds*”). The Initial Support Funds are earned by the Customer over the Term. In the event Pepsi terminates this Agreement due to the Customer’s failure to cure a breach hereof, the unearned Initial Support Funds will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship Fees in the Event of Termination.) herein.

B. Annual Exclusivity Fee.

An Annual Exclusivity Fee (the “*Annual Exclusivity Fee*”), payable annually pursuant to the following:

Year	Applicable Time Period	Amount	Due Date: within 30 days after:
1	March 1, 2015- February 29, 2016	\$200,000	March 1, 2015
2	March 1, 2016- February 28, 2017	\$205,000	March 1, 2016
3	March 1, 2017- February 28, 2018	\$210,000	March 1, 2017
4	March 1, 2018- February 28, 2019	\$215,000	March 1, 2018
5	March 1, 2019- February 29, 2020	\$220,000	March 1, 2019
6	March 1, 2020- February 28, 2021	\$225,000	March 1, 2020
7	March 1, 2021- May 31, 2022	\$230,000	March 1, 2021

Year	Applicable Time Period	Amount	Due Date: within 30 days after:
8*	June 1, 2022-May 31, 2023	\$235,000	June 1, 2022
9*	June 1, 2023-May 31, 2024	\$240,000	June 1, 2023
10*	June 1, 2024-May 31, 2025	\$245,000	June 1, 2024
* Payable only if Customer exercises its option to extend the Term pursuant to Section 2 above.			

The Annual Exclusivity Fee is earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Annual Exclusivity Fees will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship Fees in the Event of Termination.) herein.

C. Commissions.

Commissions, are paid as a percentage of the actual cash ("*cash in bag*" or "*CIB*") collected by Pepsi from the Vending Machines placed at the Facilities, plus actual amounts received by Pepsi in connection with credit card or debit card sales (collectively with CIB, "*Revenue*"), less any applicable fees or deposits ("*Commissions*"). Fees are any taxes, fees, or costs a governmental body may, in the future, impose upon Pepsi's presence or transactions on Customer's Facilities. If, during the term, a governmental body imposes such taxes, fees, or costs, Pepsi agrees to absorb up to the first five percent (5%) of such newly imposed cost of business without changing the commission rate or formula. For any increase(s) in the fees of over five percent (5%), Customer and Pepsi shall negotiate and mutually agree in writing to change the commission rate or formula caused by governmentally imposed taxes, fees or costs. Such Commissions shall be at the rate(s) set forth below (the "*Commission Rate*") and shall be calculated as follows:

(Revenue – applicable governmentally imposed fees) * Commission Rate = Actual Commission Due

Product	Minimum Vend Price	Commission Rate*
20 oz bottles of carbonated soft drinks, Lipton, and Aquafina	\$1.50	38%
Cans of carbonated soft drinks	\$1.00	25%
Frappucino, AMP, Starbucks energy	\$2.00	25%
20 oz bottles Gatorade	\$1.75	38%
20 oz bottles of SoBe and 15.2 oz bottles of Ocean Spray	\$1.75	25%
Muscle Milk	\$3.50	25%
*Commission Rate stated above shall only apply to Products sold by Pepsi through its Vending Machines at the beginning of the Term. If Pepsi proposes any new Products to the Customer during the Term, then Pepsi shall negotiate the Commission Rate and/or Minimum Vend Price for such new Product with Customer		

in advance of offering product for sale.

(1) **Guaranteed Commissions Payment.** Commissions shall be calculated by Pepsi at the end of each month. The Commissions payments shall be made by Pepsi within forty-five (45) days of the end of each month. Pepsi shall provide all pertinent revenue and sales records respecting the Vending Machines available to Customer monthly. Pepsi guarantees that the minimum annual commission due to Customer shall be FIFTY THOUSAND US DOLLARS (\$50,000) (the “Guaranteed Commission”). Within forty-five days of the end of each Year, Pepsi shall calculate the total amount of all Commissions paid within the previous Year (the “Actual Annual Commission”) and determine if Customer received at least the Guaranteed Commission. In the event that the Actual Annual Commission is less than the Guaranteed Commission, Customer shall receive the balance between the Actual Annual Commission and the Guaranteed Commission. In the event that the Actual Annual Commission exceeds the Guaranteed Commission, the Customer shall receive the Actual Annual Commission. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one (1) year of the date such Commissions payment is due.

(2) **Change to Commission Rate.** Customer acknowledges and agrees that Pepsi established the Commission Rate based on any applicable sales tax associated with the sale of the Products through the Vending Machines as of the commencement date of this Agreement. If, during the Term, applicable sales taxes should increase by more than five percent (5%), then Pepsi shall have the right to request a reduction of the Commission Rate by the same percentage amount and the parties shall negotiate and mutually agree to such change in writing before any reduction is effective.

(3) **Change to Commission Formula.** In addition to the above, Customer agrees that Pepsi shall have the right to request a change in its formula/method for calculating Commissions in its reasonable discretion provided that any such formula adjustments shall not be effective unless previously agreed in writing by the Customer.

(4) **Vend Price.** The minimum vend price necessary for Customer to qualify for any Commissions is set forth above. Pepsi shall have the right to renegotiate vend prices in light of cost of goods increases, however, any changes in the vend prices must be agreed by Customer in writing and in advance of the change. Customer agrees that there shall be a \$0.25 increase of the minimum vend price during the term of this Agreement. The date of such increase shall be selected by Pepsi in agreement with the Customer and Pepsi shall provide Customer thirty (30) days written notice of the change in price.

D. **Annual Support Funds.**

Each Year during the Term, Pepsi shall provide an Annual Support Fund in the amount of TWENTY FIVE THOUSAND US DOLLARS (\$25,000), payable to the Customer within forty-five (45) days of the beginning of each Year (the “***Annual Support Funds***”). The Annual Support Funds are earned by the Customer over the Term. In the event Pepsi terminates this Agreement due to the Customer’s failure to cure a breach hereof, the unearned Annual Support

Fund for the year of termination will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship Fees in the Event of Termination.) herein.

E. Facility and Capital Improvement Support Funds.

Each Year during the Term, Pepsi shall provide a Facility and Capital Improvement Support Funds in the amount of TEN THOUSAND US DOLLARS (\$10,000), payable to the Customer within forty-five (45) days of the beginning of each Year (the “**Facility and Capital Improvement Support Funds**”). The Facility and Capital Improvement Support Funds are earned by the Customer over the Term. In the event Pepsi terminates this Agreement due to the Customer’s failure to cure a breach hereof, the unearned Facility and Capital Improvement Support Funds for year of termination will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship Fees in the Event of Termination.) herein.

F. Sustainability Support.

Pepsi agrees to provide additional support to the Customer on mutually agreeable programs and initiatives in support of a joint vision to integrate the goals of recycling, ecological restoration, economic development, and social equity. Such initiatives will include support with a value up to THREE THOUSAND US DOLLARS (\$3,000) each Year on a recycling initiative which will provide the Customer with recycling support (e.g., custom bins, wraps, reverse vending kiosks). In the event, the value of the recycling support is less than \$3,000 in any Year, Pepsi will pay the difference in value up to \$3,000 to the Customer which will be used towards the Customer’s own recycling programs.

G. Bottle and Can Growth Bonus.

At the end of each Year during the Term, Pepsi shall calculate the volume of Cases of Packaged Products purchased by Customer during the preceding Year (excluding Cases sold via Vending Machines and all Gallons of Postmix Products.) If Customer’s total purchases of Cases of Packaged Products exceed a volume threshold, Pepsi shall pay Customer a Bottle and Can Growth Bonus within forty-five (45) days of the end of the applicable Year (the “**Bottle and Can Growth Bonus**”). Customer acknowledges and agrees that it shall only be eligible to receive one Bottle and Can Growth Bonus per Year. The applicable thresholds and bonus payments are set forth below.

Bonus Tier	Volume Threshold	Bottle and Can Growth Bonus
1	22,500 Cases	\$22,500
2	25,000 Cases	\$37,500

8. **ADDITIONAL CONSIDERATION.**

In addition to the consideration specified above, and provided Customer is not in breach of this Agreement, Pepsi shall provide the following further consideration to the Customer:

A. **Product Donations:** Pepsi will provide annual non-expired Product donations with a retail value up to a TWELVE THOUSAND US DOLLARS (\$12,000) per Year across the Facilities upon request of the Customer; *provided, however*, that the Customer will administer all requests through a central contact so that the Customer may prioritize the requests. Customer acknowledges and agrees that donated Product requests not used/made in any Year shall not be carried over to the subsequent Year or be redeemed for cash. Donated Products are limited to 16.9 oz bottles of Aquafina and 12 oz cans of carbonated soft drinks and non-carbonated beverages.

B. **Gatorade Sideline Support:** Each Year throughout the Term, Pepsi will provide Gatorade Sideline Support. Gatorade Sideline Support may be used by Customer to obtain Gatorade equipment, such as coolers, squeeze bottles, and towels, or Gatorade Products. In Year 1 of the Term, the Gatorade Sideline Support shall have a value up to TWENTY-ONE THOUSAND US DOLLARS (\$21,000). In all subsequent years of the Term, Gatorade Sideline Support shall have a value up to NINE THOUSAND US DOLLARS (\$9,000). Customer will administer all requests through a central contact so that the Customer may prioritize the requests. Customer acknowledges and agrees that Gatorade Sideline Support not used/made in any Year shall not be carried over to the subsequent Year or be redeemed for cash.

C. **Marketing Program Support:** Each Year during the Term, Pepsi will provide marketing program support with a value of TEN THOUSAND US DOLLARS (\$10,000) (the “Marketing Program Support Funds.”) The Marketing Program Support Funds shall be used on mutually agreed upon marketing programs and promotions throughout the Term. Customer acknowledges and agrees that Marketing Program Support not used in any Year shall not be carried over to the subsequent Year and shall not be paid in cash.

9. **EQUIPMENT AND SERVICE.**

A. **Beverage Dispensing and Other Equipment.**

(1) Pepsi shall, based upon Pepsi’s survey of the Facilities’ needs, provide and install all Equipment at the Facilities for the dispensing of Product during the Term. Title to all Equipment shall be with Pepsi or its affiliates.

(2) During the Term Pepsi will provide, at no charge to the Customer, preventative and routine maintenance and service to the Equipment. Pepsi will service and stock, if necessary, (i) the Equipment and (ii) any additional Equipment determined by the parties to be installed at new locations on the Facilities.

(3) The Equipment may not be removed from the Facilities without Pepsi’s and Customer’s written consent (which shall not be unreasonably withheld), and the Customer agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by Pepsi. At the end of the Term, Pepsi shall have the right to, and shall upon request of the Customer, remove all Equipment from the Facilities at no expense to the Customer within 30 days.

(4) Pepsi shall be responsible for collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for all cash monies collected therefrom. The Customer agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi shall not be obligated to pay commissions as provided in this Agreement on documented revenue losses resulting from vandalism or theft of product with respect to any Vending Machines on the Facilities.

(5) Pepsi, shall install magnetic strip card, online or chip card offline readers to all Vending Machines placed at the Facilities.

(6) Provided that Pepsi maintains the eighty (80) minimum machines on the Facilities as provided in § 3.A.5 above, Pepsi may relocate or remove any glass front Vending Equipment that sells less than a total average of all offered products of eight (8) cases of Product per week during the fall and spring semesters or any other Vending Equipment that sells less than a total average of all offered products of two (2) cases of Product per week during the fall and spring semesters. Pepsi may verify the dates of Customer's semesters under Academic Calendar on Customer's website.

B. Service to Equipment.

Other than routine cleansing of front of equipment, which shall be the responsibility of and completed by Customer or its designee, Pepsi or its designated agents shall be responsible for maintaining, repairing and replacing the Equipment.

(1) Refund Payments. As a part of the obligation to service the Equipment and Customer, Pepsi will provide to Customer two (2) cash funds in the amount of \$50.00 each that will be used by Customer for making refund payments available at two (2) locations Customer designates on the Facilities. Pepsi will make additional funds available to Customer as required to maintain each fund at a level adequate to pay refunds promptly as requested. Pepsi will supply a written form, acceptable to Customer, for use as a voucher for claimants submitting refund claims. The form will include space for claimants to identify (1) the type of equipment, (2) the equipment location, (3) the amount of the loss, (4) a description of how the loss occurred, (5) the date of the loss, and (6) the claimant's name and signature.

(2) Service and Maintenance Requirements; Pepsi shall use commercially reasonable efforts to maintain the service level standards set forth below. Infrequent failures to abide by the service standards shall not be a material breach of this Agreement.

a. Contact, Availability, and Repairs: Pepsi shall provide on-call maintenance and repair service for Dispensing Equipment and Vending Equipment 24-hours a day, seven days a week, at no cost. Pepsi will make available to Customer a toll-free telephone number for service calls, and will respond on-site to calls within four (4) hours between 7:30 AM and 5:30 PM, Monday through Friday, and within twenty-four (24) hours during weekends. Pepsi

will keep at least one (1) on-duty supervisor available from 8:00 AM to 5:00 PM each day that Customer is open, and at least one (1) on-call supervisor available at other times.

- b. Re-stocking: Pepsi shall stock all Vending Equipment as often as necessary to keep the Equipment properly supplied at adequate stock levels to ensure vendibility. A machine with “out of stocks” exceeding thirty percent (30%) of vendible columns shall be deemed to be a machine that is out of service. Pepsi will clean all spills that occur while filling, cleaning, or maintaining Dispensing Equipment and Vending Equipment, clean the front of each piece of equipment each time Pepsi restocks or services the equipment, and remove packaging and waste from Campus after each service call. Pepsi will cooperate with University to promptly remedy any sanitary problems related to Pepsi’s machines.
- c. Maintenance; Uptime: Pepsi will service all Dispensing Equipment and Vending Equipment as often as necessary to keep the Equipment in good working order and in a neat and sanitary condition at all times. Further, Pepsi will maintain a program of regular preventive maintenance and replacement of worn, damaged, or malfunctioning Dispensing Equipment and Vending Equipment.
- d. Equipment Replacement: Customer may request Pepsi to replace Dispensing Equipment and Vending Equipment that cannot be returned to service within fourteen (14) working days after Customer’s service call. Replacement equipment will be of a type and condition at least equal to the equipment that is replaced. Pepsi may enter Campus at all reasonable times during normal business hours, to install, repair, service, inspect or supply Dispensing Equipment and Vending Equipment and to remove Dispensing Equipment and Vending Equipment upon the expiration or earlier termination of this Agreement. Pepsi may enter Campus at other times upon written approval of Customer.

10. REMEDIES FOR LOSS OF RIGHTS - TERMINATION.

A. Customer’s Termination Rights.

Without prejudice to any other remedy available to Customer at law or in equity in respect of any event described below, this Agreement may be terminated by Customer at any time effective thirty (30) days following written notice to Pepsi from Customer if:

- (1) Pepsi fails to make any payment due hereunder, and such default shall continue for thirty (30) days after written notice of such default is received by Pepsi; or

(2) Pepsi breaches or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect and Pepsi fails to cure such breach within forty-five (45) days after written notice of default is delivered to Pepsi. If such cure cannot reasonably be accomplished within such forty-five (45) day period, this provision shall not apply where Pepsi shall have, in good faith, commenced such cure and thereafter shall diligently proceed to completion; *provided, however*, that such cure is completed to the reasonable satisfaction of Customer within ninety (90) days from the date of Pepsi's receipt of such written notice of default.

B. Pepsi's Termination Rights.

Without prejudice to any other remedy available to Pepsi at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Pepsi at any time, effective thirty (30) days following written notice to the Customer if (i) any of the Products are not made available as required in this Agreement by the Customer, their agents or concessionaires; (ii) any of the rights granted to Pepsi herein are materially restricted or limited during the Term of this Agreement; (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (*e.g.*, beverage tax or size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of the Customer; or (iv) Customer breaches any or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect. In connection with the foregoing, Pepsi shall give Customer notice of the event and where applicable (for events within Customer's control), shall provide Customer forty-five (45) days to cure such breach. If the identified breach/event is not remedied with the applicable notice period, then Pepsi may terminate this Agreement and recover from the Customer a reimbursement in accordance with Section D below (Sponsorship Fees in the Event of Termination). In addition to the termination rights set forth herein, in the event of any of the occurrences outlined in subsections (i) – (iii) above, Pepsi shall have the right, at its discretion and in lieu of termination, to mandate that the Customer meet and engage in good faith negotiations aimed at modifying the Agreement to reduce Pepsi's ongoing support of the Customer by an amount that is equitable in light of the diminution of right to Pepsi (*e.g.*, equivalent to the percentage volume decline on campus). If such negotiations fail, then Pepsi shall have the right to terminate the Agreement upon thirty (30) days' notice.

C. Additional Termination Rights Available to Pepsi and Customer.

Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement may be terminated by either party if the other party, or any parent of such other party, shall: (i) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement; or (ii) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent

(unless dismissed, bonded or discharged within 60 days thereafter); or (iii) admit in writing its inability to pay its debts as such debts become due.

D. Sponsorship Fees in the Event of Termination.

If Pepsi terminates this Agreement pursuant to Section 10 or Customer terminates this Agreement without cause, then Pepsi shall be entitled to from Customer, without prejudice to any other right or remedy available to Pepsi, and Customer shall pay to Pepsi, all funding paid by Pepsi to the Customer which remains unearned as of the time of termination. With regard to the Initial Support Funds, the amount of such reimbursement shall be determined by multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the total number of months within the Term (*e.g.*, 5 year term is 60 months). With regard to the Annual Sponsorship Funds, Facility and Capital Improvement Support Funds, and Annual Exclusivity Fee, the amount of such reimbursement shall be determined by multiplying the applicable payment by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12).

E. Equipment in the Event of Termination.

Upon the termination of the contract by Customer or Pepsi under the rights described above, Pepsi shall remove Dispensing Equipment and Vending Equipment from campus within thirty (30) days of notice of termination.

11. TAXES.

Customer represents that it is a tax-exempt Agency of the State of Texas and is not responsible for any taxes payable, fees or other tax liability incurred by Pepsi or its affiliates. Nevertheless, Pepsi shall not be responsible for any taxes payable, fees or other tax liability incurred by the Customer in connection with this Agreement. In addition, Pepsi shall be responsible only for the payment of taxes on the sales of Products through Vending Machines. Customer shall not assess against Pepsi any common area maintenance fees, taxes, or other charges based on Pepsi's occupation of the space allocated to its Equipment.

12. CONFIDENTIALITY.

A. Except as otherwise required by law or the rules or regulations of any national securities exchange or the rules or regulation of the Customer, the Customer and Pepsi agree not to disclose Confidential Information (as hereinafter defined) to any third party other than to their respective regents, directors, officers, employees and agents (and directors, officers, employees and agents of their respective affiliates) and advisors (including legal, financial and accounting advisors) (collectively, "**Representatives**"), as needed.

B. "**Confidential Information**" shall include all non-public, confidential or proprietary information that Customer or its Representatives make available to Pepsi or its Representatives or that Pepsi or its Representatives make available to Customer or its

Representatives in connection with this Agreement. “*Confidential Information*” shall include, but not be limited to, the terms and conditions of this Agreement. It is expressly understood that the disclosure in or pursuant to this Agreement by Customer, Pepsi or their respective Representatives of Confidential Information is not a public disclosure thereof, nor is a sale or offer for sale of any product, equipment, process or service of Customer or Pepsi.

C. Customer 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. Pepsi 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.

D. These Confidentiality provisions and the obligations of the parties hereunder will survive the expiration or sooner termination of this Agreement for a period of three (3) years following such date of expiration or termination of this Agreement.

13. **REPRESENTATIONS AND COVENANTS.**

A. Each party represents to the other: (1) it has full power and authority to enter into this Agreement and to grant and convey to the other the rights set forth herein; and (2) all necessary approvals for the execution, delivery and performance of this Agreement have been obtained and this Agreement has been duly executed and delivered by the parties and constitutes the legal, valid and binding obligation, enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party; (3) the respective signatory of this Agreement is duly authorized and empowered to bind the party to the terms and conditions of this Agreement for the duration of the Term; and (4) the parties have complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

B. Each of the parties hereto agree that: (1) the representations and covenants contained herein shall survive the execution and delivery of this Agreement, and (2) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

C. To the extent that the any intercollegiate athletic team is relocated to a venue which is not within the Facilities as its home venue and such relation is either permanent or for more than six (6) contests, games or events, Customer agrees that it shall ensure all rights of Pepsi hereunder shall be extended to such alternate venue as to the intercollegiate athletic team and any advertising and pouring rights contained herein.

14. **INDEMNIFICATION.**

A. Pepsi will indemnify and hold the Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties

(including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) the negligence or willful misconduct of Pepsi, (excluding claims arising out of the Customer's gross negligence or willful misconduct).

B. To the extent permitted by the laws and Constitution of the State of Texas, the Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties arising out of (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the Customer (excluding claims arising out of Pepsi's gross negligence or willful misconduct). Notwithstanding any other provision of this contract, nothing herein shall be construed as a waiver by Sam Houston State University of its constitutional, statutory or common law rights, privileges, immunities or defenses.

C. The provisions of this Section shall survive the termination of this Agreement.

15. **INSURANCE.**

Pepsi will carry and will cause its subcontractors, if any, to carry, at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-VII or better, and in amounts (unless otherwise specified), as Customer may require:

- A. Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:
 - Employers Liability - Each Accident \$1,000,000
 - Employers Liability - Each Employee \$1,000,000
 - Employers Liability - Policy Limit \$1,000,000Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of Customer;
- B. Commercial General Liability Insurance with limits of not less than:
 - Each Occurrence Limit \$1,000,000
 - Fire Legal Liability \$250,000
 - Medical Expenses (any one person) \$10,000
 - Personal & Advertising Injury \$1,000,000
 - General Aggregate \$2,000,000
 - Products - Completed Operations Aggregate \$2,000,000Policy shall include independent Pepsi's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Pepsi's (or subcontractor's) liability for bodily injury (including death) and property damage.
- C. Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily

Injury and Property Damage.

- D. Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and
 - (i) providing coverage in excess of the coverages of, and
 - (ii) “following form” subject to the same provisions as, the underlying policies required in Section A. Employers Liability Insurance, Section B. Commercial General Liability Insurance, and Section C. Business Auto Liability Insurance;
- E. Third Party Employee Crime Insurance to protect the assets and property of Customer with limits of not less than \$1,000,000 per claim. Independent Pepsis insurance shall be primary to any insurance carried by The Texas State Customer System or any of its Institutions.
- F. Pepsi will deliver to Customer:
 - i) Evidence satisfactory to Customer in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Pepsi under this Agreement.
 - ii) Additional evidence, satisfactory to Customer in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers’ Compensation and Employer’s Liability, shall be endorsed and name Customer as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of Customer. All policies with the exception of Workers’ Compensation and Employer’s Liability will be endorsed to provide primary and non-contributory coverage. No policy shall be canceled until after thirty (30) days’ unconditional written notice to Customer.
 - iii) Pepsi shall be responsible for providing to Customer immediate notice of its receipt of a notice of cancellation, termination, material change, or non-renewal relating to any insurance policy required herein. This requirement may be satisfied by providing a copy of the notice received by the Pepsi to the Customer within two business days or by endorsement of the policy to require notice to the Customer to be provided by the insurer.
- G) The insurance policies required in this Agreement will be kept in force for the periods specified below:
 - i) Commercial General Liability Insurance; Business Automobile Liability Insurance; Umbrella/Excess Liability Insurance; Third Party Employee Crime Insurance, Builders Risk/Installation Floater; will be kept in force until receipt of Final Payment by Pepsi to Customer; and

ii) Workers' Compensation Insurance and Employer's Liability Insurance will be enforced throughout the term of the contract.

16. NOTICES.

Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or when deposited with a public telegraph company for immediate transmittal, charges prepaid, or by telecopier, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company
9300 LaPorte Freeway
Houston, TX, 77017
Attn: Director, Food Service

With a copy to (which shall not constitute notice):

Pepsi Beverages Company
One Pepsi Way
Somers, NY 10589
Attn: Legal Department

If to Customer:

Sam Houston State University
1806 Avenue J
Huntsville, TX, 77340
Attn: Vice President for Finance and Operations

17. ASSIGNMENT.

This Agreement or any part hereof or interest herein shall not be assigned or otherwise transferred by either party without the prior written consent of the other party nor shall the same be assignable by operation of law, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Upon the provision of written consent, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Customer represents to Pepsi that any change in the Food Service Provider at the Facilities shall not affect Pepsi's rights or obligations hereunder.

18. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of laws principles. The dispute resolution process provided for in Texas Government Code, Chapter 2260 shall be used by Customer and Pepsi to resolve any dispute arising under the Contract. Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Texas Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by the Customer nor any other conduct of any representative of the Customer relating to the Contract shall be considered a waiver of sovereign immunity to suit. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial before the Courts of the State of Texas, or the United States District Court having jurisdiction over Walker County, Texas.

19. FORCE MAJEURE.

If the performance by either party hereto of its respective nonmonetary obligations under this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or to settle any disputes with, labor or labor unions, suppliers or other parties that such party considers unreasonable.

20. RELEASE, DISCHARGE OR WAIVER.

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

Further, nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the Customer as an agency of the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Customer does not waive any privileges, rights, defenses, or immunities by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

21. NONDISCRIMINATION.

In the performance of this Agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may be considered a breach of this Agreement and result in termination of this Agreement.

22. CRIMINAL BACKGROUND CHECKS.

Pepsi will ensure that criminal background checks are conducted on all of its employees performing services on Campus under this Agreement and the results will be made available to Customer upon request to the extent permitted by law. Pepsi will not allow any employee who fails a background check to perform any services on the Campus.

23. PRIOR NEGOTIATIONS; ENTIRE AGREEMENT.

This Agreement and the exhibits attached hereto, set forth the entire understanding between the parties in connection with respect to the subject matter hereof, and no statement or inducement with respect to the subject matter by either party hereto or by any agent or representative of either party hereto which is not contained in this Agreement shall be valid or binding among the parties. This provision shall not be read to invalidate or amend any other written agreements between Pepsi and/or any of its affiliates and any affiliate of Customer.

24. RELATIONSHIP OF THE PARTIES.

The parties are independent with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

25. EFFECT OF HEADINGS.

The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

26. CONSTRUCTION.

This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties.

27. SEVERABILITY.

If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of

law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

28. AMENDMENTS.

No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

29. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

30. FURTHER ASSURANCES.

Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly entered into as of the date set forth below.

Bottling Group, LLC

By: _____

Name: _____

Title: _____

Date: _____

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

Dr. Dana G. Hoyt, President
Sam Houston State University

Date: _____

Chancellor Brian McCall, Ph.D.

Date: _____

APPROVED by the Board of Regents on _____ at Austin, Texas.

The Honorable Jaime R. Garza, M.D.
Chairman, Board of Regents

Date: _____

Exhibit A

Current description & pricing for Postmix Products and Packaged Products

Product Category	Size	Product	Vending Rate	Commission
Carbonated Soft Drink	20oz	Pepsi Family	\$1.50	38%
Carbonated Soft Drink	12oz cans	Pepsi Family	\$1.00	25%
Non Carbonated Soft Drink	20oz	Tropicana/Lipton	\$1.50	38%
Water	20oz	Aquafina	\$1.50	38%
Vitamin Enhanced Water	20 oz	SoBe Life Water	\$1.75	25%
Isotonic	20oz	Gatorade	\$1.75	38%
Juice	15.2oz	Ocean Spray	\$1.75	25%
Energy	16oz	Mt Dew Amp / Rockstar	\$2.00	25%
Cold Coffee	9.5oz	Frappuccino	\$2.00	25%
Muscle Milk	140z	Muscle Milk	\$3.50	25%



PEPSI BEVERAGES COMPANY

	Package / Gallon	2015		2016		2017		2018		2019		2020		2021	
		Gallon	Unit	Case	Unit	Case	Box	Case	Unit	Case	Unit	Case	Unit	Case	Unit
Pepsi-Cola, Diet Pepsi, Wild Cherry Pepsi, Mountain Dew, Diet Mountain Dew, Mug, Sierra Mist, Crush, Manzanita Soft Drink	5	\$ 13.49	\$ 67.45	\$ 14.03	\$ 70.15	\$ 14.59	\$ 72.95	\$ 15.17	\$ 75.87	\$ 15.78	\$ 78.91	\$ 16.41	\$ 82.06	\$ 17.07	\$ 85.35
Dr Pepper, Diet Dr Pepper, Big Red, 7Up	5	\$ 13.46	\$ 67.30	\$ 14.00	\$ 69.99	\$ 14.56	\$ 72.79	\$ 15.14	\$ 75.70	\$ 15.75	\$ 78.73	\$ 16.38	\$ 81.88	\$ 17.03	\$ 85.16
Lipton Brisk Iced Tea, Lipton Brisk Raspberry Iced Tea	5	\$ 13.49	\$ 67.45	\$ 14.03	\$ 70.15	\$ 14.59	\$ 72.95	\$ 15.17	\$ 75.87	\$ 15.78	\$ 78.91	\$ 16.41	\$ 82.06	\$ 17.07	\$ 85.35
Schweppes	5														
Starkist	5														
Tropicana Fruit Punch	5														
Tropicana Lemonade, Pink Lemonade	5														
Gatorade G2 Fruit Punch, Gatorade Lemon Line***	3	\$ 13.95	\$ 41.85	\$ 14.51	\$ 43.52	\$ 15.09	\$ 45.26	\$ 15.69	\$ 47.08	\$ 16.32	\$ 48.96	\$ 16.97	\$ 50.92	\$ 17.65	\$ 52.95
Tropicana Fruit Punch	3														
Tropicana Lemonade, Pink Lemonade	3														
Lipton Unsweetened	3	\$ 13.95	\$ 41.85	\$ 14.51	\$ 43.52	\$ 15.09	\$ 45.26	\$ 15.69	\$ 47.08	\$ 16.32	\$ 48.96	\$ 16.97	\$ 50.92	\$ 17.65	\$ 52.95
Lipton Sweetened	3														
Dole	1	\$ 28.11	\$ 28.11	\$ 29.23	\$ 29.23	\$ 30.40	\$ 30.40	\$ 31.62	\$ 31.62	\$ 32.88	\$ 32.88	\$ 34.20	\$ 34.20	\$ 35.57	\$ 35.57
Orange, Cranberry, Grapefruit, Grape															
Dole Pineapple	3	\$ 25.94	\$ 77.82	\$ 26.98	\$ 80.93	\$ 28.06	\$ 84.17	\$ 29.18	\$ 87.54	\$ 30.35	\$ 91.04	\$ 31.56	\$ 94.68	\$ 32.82	\$ 98.47
Cups/Lids															
24oz Cups	1,000	\$ 68.15		\$ 70.88		\$ 73.71		\$ 76.66		\$ 79.73		\$ 82.91		\$ 86.23	
32oz Cups	480	\$ 54.20		\$ 56.37		\$ 58.62		\$ 60.97		\$ 63.41		\$ 65.94		\$ 68.58	
12/16/24oz Lids	2,000	\$ 23.75		\$ 24.70		\$ 25.69		\$ 26.72		\$ 27.78		\$ 28.90		\$ 30.05	
32oz Lids	1,000	\$ 36.15		\$ 37.60		\$ 39.10		\$ 40.66		\$ 42.29		\$ 43.98		\$ 45.74	

***Pepsi will provide the following costs and subject to change based on pricing agreement with Armmark

#/ Case Package	2015		2016		2017		2018		2019		2020		2021	
	Case Cost	Unit Cost	Case Cost	Unit Cost	Case Cost	Unit Cost	Case Cost	Unit Cost	Case Cost	Unit Cost	Case Cost	Unit Cost	Case Cost	Unit Cost
Carbonated Soft Drinks														
24x 20oz Plastic	\$ 17.47	\$ 0.73	\$ 18.17	\$ 0.76	\$ 18.80	\$ 0.79	\$ 19.65	\$ 0.82	\$ 20.44	\$ 0.85	\$ 21.25	\$ 0.89	\$ 22.11	\$ 0.92
24x 12oz Cans	\$ 10.35	\$ 0.43	\$ 10.76	\$ 0.45	\$ 11.19	\$ 0.47	\$ 11.64	\$ 0.49	\$ 12.11	\$ 0.50	\$ 12.59	\$ 0.52	\$ 13.10	\$ 0.55
Non-Carbonated Beverages														
24x 20oz Tropicana Plastic	\$ 17.47	\$ 0.73	\$ 18.17	\$ 0.76	\$ 18.80	\$ 0.79	\$ 19.65	\$ 0.82	\$ 20.44	\$ 0.85	\$ 21.25	\$ 0.89	\$ 22.11	\$ 0.92
13.8oz Tazo Tea Glass	\$ 15.42	\$ 1.29	\$ 16.04	\$ 1.34	\$ 16.68	\$ 1.39	\$ 17.35	\$ 1.45	\$ 18.04	\$ 1.50	\$ 18.76	\$ 1.56	\$ 19.51	\$ 1.63
18.5oz Lipton Pure Leaf	\$ 12.48	\$ 1.04	\$ 12.98	\$ 1.08	\$ 13.50	\$ 1.12	\$ 14.04	\$ 1.17	\$ 14.61	\$ 1.22	\$ 15.18	\$ 1.27	\$ 15.79	\$ 1.32
16oz Lipton PureLeaf Glass	\$ 12.57	\$ 1.05	\$ 13.07	\$ 1.09	\$ 13.60	\$ 1.13	\$ 14.14	\$ 1.18	\$ 14.71	\$ 1.23	\$ 15.29	\$ 1.27	\$ 15.91	\$ 1.33
1L Lipton Plastic	\$ 11.35	\$ 0.76	\$ 11.80	\$ 0.79	\$ 12.28	\$ 0.82	\$ 12.77	\$ 0.85	\$ 13.28	\$ 0.89	\$ 13.81	\$ 0.92	\$ 14.36	\$ 0.96
Aquafina														
24x 20oz Plastic	\$ 13.44	\$ 0.56	\$ 13.98	\$ 0.58	\$ 14.54	\$ 0.61	\$ 15.12	\$ 0.63	\$ 15.72	\$ 0.66	\$ 16.35	\$ 0.68	\$ 17.01	\$ 0.71
1L Plastic	\$ 15.78	\$ 1.32	\$ 16.41	\$ 1.37	\$ 17.07	\$ 1.42	\$ 17.75	\$ 1.46	\$ 18.46	\$ 1.54	\$ 19.20	\$ 1.60	\$ 19.97	\$ 1.66
Gatorade														
5.5oz G2 Powder Pouch	\$ 11.03	\$ 0.34	\$ 11.47	\$ 0.36	\$ 11.93	\$ 0.37	\$ 12.41	\$ 0.39	\$ 12.90	\$ 0.40	\$ 13.42	\$ 0.42	\$ 13.96	\$ 0.44
4oz Gatorade Prime Pouch	\$ 24.58	\$ 1.23	\$ 25.56	\$ 1.28	\$ 26.59	\$ 1.33	\$ 27.65	\$ 1.38	\$ 28.76	\$ 1.44	\$ 29.91	\$ 1.50	\$ 31.10	\$ 1.56
20oz Gatorade Bottle	\$ 20.47	\$ 0.85	\$ 21.29	\$ 0.89	\$ 22.14	\$ 0.92	\$ 23.03	\$ 0.96	\$ 23.95	\$ 1.00	\$ 24.90	\$ 1.04	\$ 25.90	\$ 1.08
24x 20oz Gatorade Bottle	\$ 29.54	\$ 1.23	\$ 30.72	\$ 1.28	\$ 31.95	\$ 1.33	\$ 33.23	\$ 1.38	\$ 34.56	\$ 1.44	\$ 35.94	\$ 1.50	\$ 37.38	\$ 1.56
30oz Gatorade Bottle	\$ 20.78	\$ 1.39	\$ 21.61	\$ 1.44	\$ 22.48	\$ 1.50	\$ 23.37	\$ 1.56	\$ 24.31	\$ 1.62	\$ 25.28	\$ 1.69	\$ 26.29	\$ 1.75
Soba														
20oz Plastic Juices & Teas	\$ 14.90	\$ 1.24	\$ 15.50	\$ 1.29	\$ 16.12	\$ 1.34	\$ 16.76	\$ 1.40	\$ 17.43	\$ 1.45	\$ 18.13	\$ 1.51	\$ 18.85	\$ 1.57
20oz Plastic Lifewater	\$ 14.90	\$ 1.24	\$ 15.50	\$ 1.29	\$ 16.12	\$ 1.34	\$ 16.76	\$ 1.40	\$ 17.43	\$ 1.45	\$ 18.13	\$ 1.51	\$ 18.85	\$ 1.57
Energy Drinks														
6.5oz Starbucks Doubleshot Cans	\$ 24.20	\$ 2.02	\$ 25.17	\$ 2.10	\$ 26.17	\$ 2.18	\$ 27.22	\$ 2.27	\$ 28.31	\$ 2.36	\$ 29.44	\$ 2.45	\$ 30.62	\$ 2.55
12oz Rockstar Cans	\$ 19.31	\$ 1.61	\$ 20.08	\$ 1.67	\$ 20.89	\$ 1.74	\$ 21.72	\$ 1.81	\$ 22.59	\$ 1.88	\$ 23.49	\$ 1.96	\$ 24.43	\$ 2.04
15oz Rockstar Roasted Cans	\$ 38.62	\$ 3.22	\$ 40.16	\$ 3.35	\$ 41.77	\$ 3.48	\$ 43.44	\$ 3.62	\$ 45.18	\$ 3.76	\$ 46.99	\$ 3.92	\$ 48.87	\$ 4.07
15oz Starbucks Energy Coff Cans	\$ 20.76	\$ 1.73	\$ 21.59	\$ 1.80	\$ 22.45	\$ 1.87	\$ 23.35	\$ 1.95	\$ 24.29	\$ 2.02	\$ 25.26	\$ 2.10	\$ 26.27	\$ 2.19
16oz AMP Energy Cans	\$ 19.29	\$ 1.61	\$ 20.06	\$ 1.67	\$ 20.86	\$ 1.74	\$ 21.70	\$ 1.81	\$ 22.57	\$ 1.88	\$ 23.47	\$ 1.96	\$ 24.41	\$ 2.03
16oz Rockstar Cans	\$ 38.62	\$ 3.22	\$ 40.16	\$ 3.35	\$ 41.77	\$ 3.48	\$ 43.44	\$ 3.62	\$ 45.18	\$ 3.76	\$ 46.99	\$ 3.92	\$ 48.87	\$ 4.07
Ocean Spray														
15.2 oz Plastic	\$ 12.57	\$ 1.05	\$ 13.07	\$ 1.09	\$ 13.60	\$ 1.13	\$ 14.14	\$ 1.18	\$ 14.71	\$ 1.23	\$ 15.29	\$ 1.27	\$ 15.91	\$ 1.33
Starbucks Frappuccino														
9.5oz Starbucks Glass	\$ 17.47	\$ 1.46	\$ 18.17	\$ 1.51	\$ 18.90	\$ 1.57	\$ 19.65	\$ 1.64	\$ 20.44	\$ 1.70	\$ 21.25	\$ 1.77	\$ 22.11	\$ 1.84
13.7oz Starbucks Glass	\$ 23.04	\$ 1.92	\$ 23.96	\$ 2.00	\$ 24.92	\$ 2.08	\$ 25.92	\$ 2.16	\$ 26.95	\$ 2.25	\$ 28.03	\$ 2.34	\$ 29.15	\$ 2.43
Refreshers 12oz Cans	\$ 16.60	\$ 1.38	\$ 17.26	\$ 1.44	\$ 17.95	\$ 1.50	\$ 18.67	\$ 1.56	\$ 19.42	\$ 1.62	\$ 20.20	\$ 1.68	\$ 21.00	\$ 1.75
Muscle Milk														
14oz Plastic	\$ 39.63	\$ 3.30	\$ 41.22	\$ 3.43	\$ 42.86	\$ 3.57	\$ 44.58	\$ 3.71	\$ 46.36	\$ 3.86	\$ 48.22	\$ 4.02	\$ 50.14	\$ 4.18

***Pepsi will provide the following costs and subject to change based on pricing agreement with Anamark

Exhibit B

Facilities & Printing Sponsorship, Product Promotion and Additional Rights to be Provided to Pepsi

A. Facilities and Print Promotion.

- (1) Facilities Promotion.
Such advertising as may be mutually agreed upon in writing between the parties
- (2) Print Promotion..
Such advertising as may be mutually agreed upon in writing between the parties

B. Additional Rights.

- (1) Tickets and Hospitality.

Customer will provide Pepsi during the Term with:

- (a) Four (4) season tickets for home football and basketball games, including one (1) parking pass for every two (2) tickets.

Exhibit C

Permitted Starbucks Products:

- (i). San Pellegrino Blood Orange 200 ml
- (ii). San Pellegrino Grapefruit 200 ml
- (iii). San Pellegrino Water 250 ml
- (iv). Organic Chocolate Milk 8oz
- (v). Organic Vanilla Milk 8oz
- (vi). Hint Blackberry Water 160oz
- (vii). Ethos Bottled Water 700 ml

TxSt: Contract for Pouring Rights

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

The pouring rights contract at Texas State University with Coca-Cola Refreshments USA, Inc. be approved.

Explanation

A Request for Proposal (RFP) for the pouring rights at Texas State University was posted on the Electronic State Business Daily (ESBD) on August 29, 2014. Texas State received two compliant responses, Coca-Cola Refreshments USA, Inc. and PepsiCo.

Upon completion of response reviews and interviews with the respondents, Coca-Cola Refreshments USA, Inc. was determined to provide the best value to the University. The Coca-Cola bid will net the university \$123,120 more than the Pepsi proposal over the initial seven year period.

The contract is a seven-year contract with one five-year renewal option. The total monetary benefit to the University for the seven-year base contract is \$4,929,753 based on current volumes.

A copy of the contract is attached.

**Campus-Wide Sponsorship Agreement Between
The Coca-Cola Company
Coca-Cola Refreshments USA, Inc. d/b/a Austin
Coca-Cola Bottling Company
Texas State University**

This sponsorship agreement (the "Agreement") sets forth certain exclusive rights granted to Sponsor by University. In consideration of the mutual promises contained herein, the parties agree as set forth below:

1. PARTIES

- (A) The Coca-Cola Company, acting by and through Coca-Cola North America ("Company")
- (B) Coca-Cola Refreshments USA, Inc. d/b/a Austin Coca-Cola Bottling Company ("Bottler")
- (C) Texas State University ("University")

Company and Bottler are collectively referred to as "Sponsor."

2. SCOPE OF AGREEMENT

Sponsor will be the exclusive Beverage sponsor of the University, with Campus-wide Beverage availability rights, and on and off-Campus marketing rights. Bottler will have the exclusive right to operate Full Service Beverage Vending on Campus.

3. TERM

The term of the Agreement will be for a period of seven (7) years, as follows (the "Term"):

Start Date: June 1, 2015 End Date: May 31, 2022

At the end of the initial term, the parties may mutually agree to extend this Agreement for one additional five (5) year term by execution of a written amendment. If extended as provided herein, any such extension years shall become part of the Term.

4. DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the meanings set forth in **EXHIBIT A**.

5. SPONSORSHIP FEES / COMMISSIONS / OTHER CONSIDERATION TO UNIVERSITY

(A) Sponsorship Fees - Sponsor will pay to University "Sponsorship Fees" payable as follows:

(i) Agreement Year One:	\$400,000
(ii) Agreement Year Two:	\$400,000
(iii) Agreement Year Three:	\$400,000
(iv) Agreement Year Four:	\$400,000
(v) Agreement Year Five:	\$400,000
(vi) Agreement Year Six:	\$400,000
(vii) Agreement Year Seven:	\$400,000

If extended for an additional five (5) year term:

(viii) Agreement Year Eight:	\$400,000
(ix) Agreement Year Nine:	\$400,000
(x) Agreement Year Ten:	\$400,000
(xi) Agreement Year Eleven:	\$400,000
(xii) Agreement Year Twelve:	\$400,000

Sponsorship Fees will be paid at the beginning of each Agreement Year. If the Agreement is not fully executed until after the Start Date, the first payment of Sponsorship Fees for Agreement Year One will be made forty-five (45) days from Company's receipt of the fully executed Agreement.

Fee Sharing - Company's share of the Sponsorship Fee will be 50% of the total. Bottler's share of the Sponsorship Fee will be 50% of the total.

The University will send the Sponsor an invoice at least thirty (30) days in advance of each payment due date for the amount of the applicable payment.

- (B)** Commissions - Bottler will pay to University commissions for Company Beverages sold through Bottler's Full Service Beverage Vending machines on Campus as described in **EXHIBIT B** attached hereto.

Rebates - Bottler will pay University a rebate of Two Dollars (\$2.00) for each standard physical case of Company Beverages purchased and paid for by University for sale at the Campus (applies to direct delivery and fountain only; excludes Full Service Vending and 500 ml Dasani purchased for special events/not for resale) during each Agreement Year (the "Rebates"). The Rebates shall be paid annually in arrears, within sixty (60) days after the end of each applicable Agreement Year in which the Rebates were earned and will be based on Bottler's case sales records.

(C) Marketing and Other Funds-

- (i)** Company Marketing Funds – Company will budget and spend up to \$34,000 annually for mutually-agreed on-Campus and in-market marketing programs. The funds will be held in a fund managed by Company for use toward marketing programs designed to promote and increase Beverage sales on Campus. All funds made available must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.
- (ii)** Merchandising Funds – Company will budget and spend up to \$5,121 annually for mutually-agreed merchandising items (i.e. menu boards, marketing panels, etc.). The funds will be held in a fund managed by Company. All funds made available must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.
- (iii)** Product Donations - Bottler will donate up to \$7,260 (either 660 cases of 12 oz cans or 550 ml bottles of Dasani water) of Company Beverages (valued at wholesale price) (with exact product selection to be mutually agreed to by Bottler and University, but excluding Odwalla and all dispensed products) annually for student and faculty special events, but not for resale. Company Beverages will be provided upon University's request. In the event University does not request all complimentary Company Beverages by the end of each Agreement

Year, any remaining complimentary Company Beverages shall be retained by Bottler with no further obligation.

- (D) The monies and other consideration set forth in this section constitute the full and complete consideration for all rights granted to Sponsor hereunder.

6. BEVERAGE RIGHTS OF SPONSOR

- (A) **Exclusive Beverage Availability Rights.** Except as set forth with respect to Permitted Exceptions and Special Promotional Events, Sponsor will have exclusive Beverage availability rights on the entire Campus at all times during the Term. University will make Company Beverages available for sale on Campus in all package forms, through fountain dispensing, coolers, kiosks, hawking, and vending, as well as through any other means agreed upon by Sponsor and University. University will use its reasonable, good faith efforts to maximize the sale and distribution of Company Beverages on Campus. At a minimum Company Beverages shall be widely available for purchase by consumers on the Campus, and will be sold and/or served as part of all meal plans provided to University students and/or others on the Campus. Sponsor shall consult with University on specific brand sets for various Campus locations. In no event will University place or allow the placement of unmanned, self-checkout kiosks or markets on the main Campus which sell Beverages.

(B) **Permitted Exceptions:**

- (i) Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided however University may, on a non-exclusive basis, serve, sell or dispense the following Competitive Products ("Permitted Exceptions") on Campus, provided that no Competitive Products are sold, vended, distributed, dispensed or otherwise served from Sponsor's Equipment:
- Unbranded Fresh Milk (as defined in herein);
 - Unbranded Fresh Brewed Coffee (as defined herein);
 - Unbranded hot tea freshly brewed on premise;
 - Unbranded milkshakes and smoothies made on the premises from fresh ingredients;
 - Unbranded freshly squeezed orange juice;

- Chick-Fil-A lemonade
 - Dr Pepper®, Diet Dr Pepper® and Dr Pepper TEN® beverages (where Bottler has the bottle/can territory distribution rights) so long as University or its Concessionaires purchase all requirements for Dr Pepper® beverages from Bottler. If Dr Pepper®/Diet Dr Pepper®/Dr Pepper TEN® become products of PepsiCo® at a later date, they will no longer be deemed a Permitted Exception.
- (ii) Permitted Exceptions, to the extent served or sold in cups, shall not be served or sold in Approved Cups.
 - (iii) University may display generic names of unbranded Permitted Exceptions, and the trademarks of any branded Permitted Exceptions, on menus, menuboards, dispensing equipment, and coolers for the sole purpose to indicate availability, but no Permitted Exceptions will be marketed, advertised, promoted, or sampled on Campus, or otherwise in connection with the University, the Campus or the University Marks. No Permitted Exception trademark shall appear on any Beverage vessel, or on any licensed merchandise, sold or distributed on Campus.
 - (iv) The private, personal consumption of Competitive Products by players, coaches, musicians, actors, comedians, or other entertainment personalities appearing and performing on the Campus is permitted.
 - (v) University newspapers may accept advertisements for Competitive Products, so long as (i) the advertisement contains no University Marks and (ii) the advertisement does not constitute Ambush Marketing under Section 8 (B).
 - (vi) University has the right to provide clear disposable cups at bars serving alcoholic mixed drinks.
 - (vii) In the event all or a material part of Campus is subjected to a natural disaster resulting in public emergency University has the right to purchase or accept donations of Competitive Products to address University's Beverage requirements during the emergency.
 - (viii) University has the right to serve "sno-cones" that are not Company Beverages at University's summer camp operations.

- (ix) University from time to time permits third parties to use portions of the Campus for catered private parties. If any such event is catered by the University, all terms and conditions of this Agreement shall apply. If such event is not catered by the University, all terms and conditions of this Agreement shall apply except that Company Beverages, Approved Cups and carbon dioxide need not be purchased from Bottler.
- (C) **Beverage Purchase Requirement.** University and its Concessionaires will comply with all applicable provisions of this Agreement, including purchasing their entire requirements for Company Beverages, cups, lids, and CO₂ from Bottler and using Approved Cups (except for Permitted Exceptions), provided however that certain chilled juice brands and Odwalla Beverages may be delivered by Company or by a third-party distributor as shall be designated from time to time by Sponsor.
- (D) **Beverage Pricing**
 - (i) To the extent University has self-operated beverage concessions, then University will purchase all Company Beverages at the prices listed in **EXHIBIT C**. If, during the Term, new Company Beverages are made available, then University and Sponsor shall negotiate pricing for such Company Beverages at such time.
 - (ii) To the extent University has a Concessionaire operating any of its facilities on Campus, and that Concessionaire has an agreement with Company that describes the terms for Beverage pricing, equipment and service provided by Company to that Concessionaire, then such terms will apply and the Concessionaire will purchase all such Company Beverages as set forth in Company's existing agreement with the Concessionaire. If during the Term University engages a Concessionaire(s) to operate on Campus that does not have an agreement with Company, then Sponsor will separately negotiate terms for Beverage prices, equipment and service with such Concessionaire.

7. MARKETING, PROMOTIONAL AND ADVERTISING RIGHTS OF SPONSOR

- (A) **General Marketing Rights.** Sponsor will have marketing, advertising, and promotional rights, exclusive with respect to the Beverage category, to market, advertise, and promote Company Beverages in association or connection with the University, the Campus (which for the avoidance of doubt includes the Athletic Facilities), and the University Marks (which for the avoidance of doubt includes the Athletic Marks). Sponsor's rights shall

apply to television, radio, print, signage, outdoor, electronic, internet, mobile, wireless, and all other media, whether now or hereafter known. Sponsor's exercise of these marketing, advertising and promotional rights shall be subject to University's approval rights as set forth in Section 9.

(B) Use of University Marks. Sponsor will have a license to use the University Marks, on a royalty-free basis, for the purposes of marketing, advertising, or promoting Company and Company Beverages. Such license gives Sponsor the right to use the University Marks in or on all of Sponsor's advertising, promotional and packaging materials and activities, which include, for all purposes of this Agreement, in advertising, promotional and merchandising materials on:

- point-of-sale materials (e.g., pole signs, price signs/banners, display wraps, shelf-signs, stand ups, cooler clings) and vender fronts;
- cups, cup lids, vessels, cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of primary and secondary packaging;
- television, radio, print, signage, outdoor, electronic, internet, mobile, digital, wireless, and all other media, whether now or hereafter known;
- beverage dispensing equipment including without limitation Coca-Cola interactive vending machines and Freestyle dispensers.

Sponsor acknowledges that nothing contained in this Agreement shall provide Sponsor with any right, title or interest to the University Marks other than the right to use such University Marks granted under this Agreement. Sponsor (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of University and its affiliates in the University Marks and will reasonably cooperate with University and its affiliates to procure any protection or to protect any of the rights of University and its affiliates in and to the University Marks. Sponsor shall cause to appear on all materials incorporating the University Marks such legends, markings and notices as University or its affiliates may reasonably request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the University Marks. Sponsor shall not make any alterations or changes to the design or type of the University Marks without the prior written consent of University.

(C) Customer Marketing Rights. Sponsor will have the right to undertake promotions regarding Company Beverages at or in connection with University, including joint promotions with Sponsor's retail customers in all channels of trade including without limitation:

- Grocery and retail;
- Convenience and "oil and gas" retailers;
- Mass merchandise;

- Drug retailers;
- Dollar/value stores;
- Quick serve and all other types of restaurants (including home-delivered pizza);
- Institutional and "at-work" foodservice operations;
- Video and music retailers;
- Movie theaters and indoor entertainment venues;
- Theme parks and outdoor attractions;
- Sports venues
- Airlines
- Hotels

and to use the University Marks for such purposes, including use with customers' Marks and branded products, provided no customers' Marks are used in such a way as to imply a sponsorship relationship between the customer and the University (unless one exists).

Sponsor's right to conduct Beverage promotions with retail customers takes priority over any exclusive marketing rights held by other University sponsors in the same retail channels (but only as to Beverage-related promotions). University has not, and shall not, during the Term enter into any agreement that would interfere with University's ability to reasonably approve Sponsor's customer marketing programs.

- (D) **Designations.** Sponsor will have the right to refer to Sponsor or Company Beverages in any marketing, advertising, or promotional activity or material as a "sponsor of" or the "official" or "exclusive" Beverage of University, the Campus, or the University Athletics in accordance with the Designations, as defined in **EXHIBIT A**.
- (E) **Sampling/Surveys.** Sponsor will have the right to sample and survey persons on Campus regarding Company Beverages or for other Beverage-related purposes, including, without limitation, at University home athletic events, and to survey persons on Campus regarding Company Beverages.
- (F) **Trademarked Cups/Souvenir Cups.** All Company Beverages sold, distributed, or served on Campus in disposable vessels will be served in Approved Cups. If University desires to make available non-disposable souvenir cups, artwork requires Company approval but shall follow guidelines such that all collectible non-disposable souvenir cups will bear only Company or only Company and University trademarks exclusively with equal share of the exterior cup surface. Under no circumstances will trademarks other than University or Company appear on any souvenir cup.

- (G) **Point-of-sale Materials.** Company Marks will be prominently displayed on all menu boards and all dispensing equipment at all foodservice/concession locations, and on all Company Beverage vending machines on Campus. Point-of-sale materials depicting Company Beverages, including translites and pictorials on dispensing equipment, will be clearly visible to the purchasing public at all foodservice and concession locations on Campus.
- (H) **Sports Drink Sidelines Rights.** University will use cups, coolers and equipment featuring POWERADE® brand trademarks -- or if requested by Company, trademarks for any other Company Beverage -- on sidelines and players' benches, and in locker rooms for all intercollegiate athletic events on Campus. Company may also make such Company Beverages available for consumption by players, coaches and staff on the sidelines, player's benches, and in locker rooms.
- (I) **Hawking Rights.** University will sell Company Beverages using Company-trademarked materials, such as hawking trays, kiosks, themed mobile/push carts and themed umbrellas, if and to the extent provided by Sponsor. Company Beverages in 20-ounce bottles (or in such other packaging as Sponsor may reasonably determine from time to time) will be hawked in the stands during all University home football and basketball events, and during all other events at which items of any sort are hawked in the stands.
- (J) **Licensed Merchandise.** Sponsor may create merchandise and promotional premiums bearing Marks of Company Beverages together with any of the University Marks. Sponsor will not pay any fees or royalties to University for this merchandise and promotional premiums, so long as it is distributed free of additional charge in connection with Company Beverages or sold at a subsidized price. All other merchandise and promotional premiums will be subject to royalty rates and other terms to be negotiated in good faith. University agrees that the following items shall not be deemed to be licensed merchandise and royalties will not apply in any circumstances to any of the following that bear University Marks: cups; vessels; cans, bottles, commemorative cans, bottles or cups; multipack wraps and all other forms of packaging; beverage dispensing equipment; and point-of-sale, advertising, merchandising or promotional materials; and Sponsor will have the right to produce or have its own third-party suppliers produce such items and will not be required to use University-licensed suppliers.
- (K) **Internet Advertising.** University will acknowledge Sponsor's sponsorship and Company Beverage availability on its website. If University places hyperlinks on its website, Company may place a hyperlink command from that site to an appropriate page of <http://www.cocacola.com/> or other of

Company's websites. Company may also develop a special page advertising Company Beverages on University's website.

- (L) **Digital Content.** University will provide Sponsor with digital content, which may include, without limitation, video highlights of University events, audio content of University theme songs, and screensavers for Sponsor to replicate and use as promotional premiums, including for use as rewards on Sponsor's "My Coke Rewards" loyalty program or other similar program. University will provide such digital content free-of-charge to the extent it is owned by the University, and University will assist Company in clearing any other third-party rights that may be required for such use, and will refresh the digital offerings periodically.

8. EXCLUSIVE ASSOCIATION; NO COMPETITIVE BEVERAGES

- (A) **No Association with Competitive Products.** Each of the rights and licenses granted to Sponsor under this Agreement is exclusive with respect to Beverages and University agrees that no Competitive Products will be associated, directly or indirectly, with University, the Campus, University Athletics, or the University Marks, on or off-Campus, whether through advertising, promotions or otherwise, including, without limitation, on any University-authorized internet or web site. Except as set forth with respect to Permitted Exceptions and Special Promotional Events, University shall not permit Competitive Beverages to be sold, dispensed, served, distributed, sampled or otherwise made available anywhere on Campus or in any way advertised, displayed, represented or promoted on Campus by any method or through any medium whatsoever (including, without limitation, print, broadcast, direct mail, coupons, handbills, displays, signage, internet and electronic/wireless). Further, to protect Sponsor's exclusivity, University makes the covenants set forth in Section 13 below and agrees that these covenants are essential to protecting Sponsor's exclusive association with University, the Campus and the University Marks. University understands that it is required to take certain actions, and refrain from certain actions, to comply with these covenants. University agrees that Sponsor has the right to assert remedies for any breach of these covenants. University agrees to take appropriate action to stop the unauthorized use of the University's Marks, particularly in connection with any Competitive Product.
- (B) **Steps to Stop Ambush Marketing.** University will take all steps necessary or appropriate to stop third parties from associating Competitive Products with University. If any third party, including University's media partners, conferences, bowls and others with whom University has ongoing relationships, tries without Sponsor's consent to associate Competitive Products with University, the Campus or the University Marks,

or tries to suggest, by statement or implication or otherwise, that Competitive Products are so associated, University will take reasonable steps to stop this "ambush marketing" and to protect Sponsor's exclusive association. These steps must include the following, as circumstances warrant:

- (i) complaining in writing to the violating party (e.g., via a cease and desist letter) and/or to the media; and
- (ii) instituting legal action, including suits for temporary and permanent injunctive relief.

Any party learning of ambush marketing will promptly notify the other parties of this activity.

- (C) **Third Party Compliance.** University will require that all third parties operating on the Campus of the University, including without limitation retailers, foodservice operators, vending companies and concessionaires with Beverage operations on Campus, will comply with all applicable provisions of the Agreement. This provision does not apply to Competitive Products purchased off-Campus by students, faculty or their guests for personal consumption and not for distribution on Campus, nor to certain exceptions provided below relating to Special Promotional Events.
- (D) **No Third-Party Beverage Promotions.** University will not grant any third party the right to conduct promotions involving Beverages or Beverage containers, cups, lids, or straws, including promotions that relate primarily to non-Beverage items but involve a Beverage, on a branded or unbranded basis, as a purchase requirement or promotional fulfillment. This provision applies even if the promotion involves a Company Beverage, unless Sponsor participates in the promotion
- (E) **Broadcasters, Licensing Agents, etc.** University will not grant any rights to third parties (such as Broadcasters) that would permit such third parties to use those rights in association with Competitive Products. University will require all Broadcasters, licensing agents and other third parties who have the right to grant access to the University Marks to honor Sponsor's Beverage category exclusive marketing and associational rights, as set forth herein. However Broadcasters may sell in-game spot advertising for Competitive Products, so long as the spots do not display or refer to the University Marks or otherwise associate the University, the Campus or the University Marks with Competitive Products through on-air mentions or on-screen images or text.
- (F) **Special Promotional Events:** During the Term, temporary signage (e.g., banners) for Competitive Products may be displayed on the Campus

during Special Promotional Events (as defined in **Exhibit A**); provided, however, that (i) Sponsor's marketing, advertising, and promotional rights under this Agreement will not otherwise be affected during any such Special Promotional Event(s), (ii) Competitive Products will not be sold, distributed, dispensed, sampled, served, or otherwise made available during any such Special Promotional Event(s), (iii) Blockage of any signage Sponsor may have on the Campus will not occur during any such Special Promotional Event(s), except for incidental Blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Special Promotional Event(s), and (iv) all temporary signage for Competitive Products will be promptly removed from the Campus upon the conclusion of the Special Promotional Event(s).

- (G) NCAA and Intercollegiate Athletic Conference Promotional Programs:** The University reserves the right to participate in promotional programs involving intercollegiate athletic conference corporate partners (which may include a Competitive Product) when the program includes all institutions in the University's athletic conference, currently the Sunbelt Conference. In the event that the University participates in a NCAA championship event, the University reserves the right to participate in promotional programs coordinated by corporate partners of the NCAA in which all event participants are featured (and which may include a Competitive Product). In the event that the University participates in a Bowl Championship Series or other post-season bowl game, tournament or other similar event, the University reserves the right to participate in a promotion with the corporate partners of said event if all event participants are involved (and which may include a Competitive Product) .

9. UNIVERSITY'S RIGHT OF PRIOR APPROVAL

University will have the right to approve in advance (i) the concept for any promotional activity with respect to University that will utilize the University Marks, and (ii) any materials created by Sponsor that incorporate any of the University Marks. University will cooperate with Sponsor's activities, on and off-Campus, designed to promote Sponsor's sponsorship association with University, the Campus and the University Marks. University will not unreasonably withhold, condition or delay approval of such intended uses of the University's marks.

University will have ten (10) business days from receipt to respond to any written submission by Sponsor. If University fails to respond within that time period, then Sponsor's submission will be deemed automatically approved by University. If the University disapproves any concepts or materials submitted by Sponsor, the University shall provide Sponsor with written reasons as to why such concepts or materials were disapproved and how the concepts or materials can be altered to

meet University's approval. Withholding approval is considered unreasonable unless it is based on:

- (i) University's determination that University Marks have been used incorrectly in a technical sense (such as improper color or trademark nonconformity); or
- (ii) University's reasonable determination that Sponsor's proposed promotional activity or use of University Marks will reflect negatively on University.

For example, University agrees that it is unreasonable to withhold approval of a submission that includes the name or marks of one of Sponsor's customers solely because that customer is not also a sponsor of University or because that customer operates in a trade channel where University already has an exclusive sponsor.

University agrees that approval shall be deemed given, and the submission of such intended uses shall not be required, if the concepts or materials utilizing University Marks are the same as or substantially similar to concepts or materials previously approved by University.

10. SIGNAGE AND MEDIA / ADVERTISING

Throughout the Term, University will provide Sponsor, free and at no cost to Sponsor, the signage and media/advertising rights as provided in **EXHIBIT D**. Further, the parties agree that:

- (A) The text, graphics, and artwork for Sponsor's signage will be developed, created and produced by Sponsor, at Sponsor's sole cost. University will pay all costs for the physical production, installation, repair and maintenance of such signage, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor's initial advertising message or graphics. University will repair any malfunction, damage or destruction to the panels or supporting structures within a commercially reasonable period.
- (B) The text, graphics, and artwork for Sponsor's print advertising will be developed, created and produced by Sponsor, at Sponsor's sole cost.
- (C) **No Obstructions.** Sponsor's signage on Campus must not be blocked by University or any third party. This includes Blockage during the Broadcast of any Team game or other Campus event. University will cause third parties to comply with this provision in all new or renewed agreements involving rights to Broadcast Team games or other Campus events, or

otherwise photograph the Campus. Recreations of the Campus (such as on maps or in video games) will recreate Sponsor's signage in accordance with its actual appearance and placement.

- (D) **Illuminated Signage.** University will supply the required electricity for all Sponsor's lighted signs and advertising panels -- including lighted concession advertising -- that advertise or promote Company Beverages. All these signs and panels must be fully illuminated at all events during which any signs in the same facility are illuminated.
- (E) **Access to Signage.** At all reasonable times, University will provide Sponsor access to its signage to replace, remove, or modify it.

11. ENTERTAINMENT / HOSPITALITY / TICKETS TO SPONSOR

- (A) Throughout the Term, University will provide Sponsor, free and at no cost to Sponsor, the tickets and hospitality rights to University functions, athletic events involving University Athletics, and other special events associated with University as provided in **EXHIBIT E**.
- (B) University will make its athletic coaches available for charitable and promotional events mutually agreed upon by University and Sponsor.

12. EQUIPMENT AND SERVICE

- (A) Company will provide certain fountain Beverage dispensing equipment for use on Campus, and maintenance/repair service for such equipment, under the following terms and conditions:

Fountain Equipment. Company will lease to University without charge during the Term, Company approved dispensing equipment reasonably necessary to enable University to dispense a quality fountain Beverage. No Freestyle, ICEE® equipment, ice makers or water filters will be provided. All equipment provided by Company will at all times remain the property of Company and is subject to the terms and conditions of Company's lease agreement (the "Lease"), but no lease payment will be charged. The Lease terms are attached as **Exhibit F** and are a part of the Agreement.

Notwithstanding the foregoing, in the event that Freestyle equipment will be made available to University, such equipment will be the subject of a separate equipment agreement between the parties and fees may apply.

Fountain Equipment. To the extent that fountain Beverage dispensing equipment leased from Company under this Agreement is located on

premises that are owned, controlled or managed by a Concessionaire of University or other persons not a party to this Agreement ("Concessionaires") and such Concessionaire does not have a separate agreement with Sponsor governing such fountain equipment, University will include provisions in its agreements with such Concessionaires that recognize that the equipment is owned by Company and that obligates the Concessionaires to honor the terms and conditions of the Lease.

- (B) **Fountain Service:** Company (or Bottler) will provide at no charge regular mechanical repair reasonably needed for fountain Beverage dispensing equipment. Replacement parts associated with these service calls that are valued at no more than \$15 will also be provided without charge. Any removal, remodel, relocation or reinstallation of dispensing equipment, flavor changes, summerize/winterize, line changes, or service necessitated by damage or adjustments to the equipment resulting from misuse, abuse, failure to follow operating instructions, service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO₂ or fountain syrup container was empty), or calls that are not the result of mechanical failure (collectively "Special Service Calls"), are not considered regular service and will not be provided free of charge. Charges for Special Service Calls will be charged at Company's (or Bottler's) then current rate and will be invoiced on a monthly basis. Charges will include labor, travel time, parts, and administrative costs.

Company (or Bottler) will provide stand by fountain equipment service for up to six (6) home football games each year on the Campus.

- (C) **Bottle/Can Equipment.** Bottler will provide certain Beverage vending equipment and other cold-drink equipment (such as coolers) free-of-charge for use on Campus, and maintenance/repair service for such equipment, under the following terms and conditions:

University will have the right to approve new physical locations, but will not unreasonably withhold its approval.

Vending equipment shall have debit card readers; Card readers will be provided and owned by Sponsor when Sponsor provides the readers. Cost of installation and maintenance of these card readers will be the responsibility of Sponsor. Any other technology or support associated with the reader program will be the responsibility of University.

University represents and warrants that electrical service on Campus is proper and adequate for the installation of Bottler's equipment and to the extent permitted by Texas law, University agrees to indemnify and hold Bottler harmless from any damages arising out of defective electrical service.

Bottler will follow mutually agreed procedures for stocking all vending equipment, providing refunds, documenting sales and paying commissions.

- (D) With respect to any equipment leased at a charge or loaned without charge by Company or Bottler to University, University:
- i. acknowledges all equipment provided by Company or Bottler under this Agreement will at all times remain the property of Company and Bottler;
 - ii. will, upon the owner's request, execute UCC financing statements or other documents evidencing proper ownership of the equipment;
 - iii. will refrain from removing equipment from its location on Campus without first securing the written consent of the equipment's owner;
 - iv. will refrain from encumbering the equipment or permitting any attachment to it without the authorization of the equipment's owner;
 - v. will take reasonable care to protect and secure all equipment provided by Company or Bottler consistent with the measures University employs to protect its own equipment;
 - vi. will reimburse Company for any loss of or damage to Company-provided equipment, except for reasonable wear and tear; and
 - vii. will reimburse Bottler for any loss of or damage to Bottler-provided drink equipment, except for reasonable wear and tear.

Neither Company nor Bottler will be liable to University or Concessionaire for damages of any kind arising out of delays in providing service to equipment on Campus.

13. REPRESENTATIONS, WARRANTIES, AND COVENANTS

13.1 By University. University represents, warrants, and covenants to Sponsor the following:

- (A) **Authority.** It has full power and authority to enter into this Agreement and to grant Sponsor the rights described in it.
- (B) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of the Agreement. It has duly

executed and delivered this Agreement, which is now its binding legal obligation, except that the University reserves its constitutional, statutory and common law rights privileges, immunities and defenses, notwithstanding any other contrary provision in this Agreement.

(C) Right to License Marks. It has the exclusive right to license the University Marks.

(D) Non-Profit Status. It is a non-profit institution self-operating a food and beverage service on Campus. All Beverages purchased hereunder are solely for University's use and will not be resold or otherwise made available to any third party who sells or distributes Beverages. University will provide Sponsor with prompt written notice of any third party retained by it to manage or operate a beverage service on Campus.

(E) No Conflicting Agreements.

(i) It has not entered into, and during this Agreement's Term will not enter into, either of the following:

(a) any agreement that would prevent University from complying with this Agreement; or

(b) any agreement granting rights that are in conflict with the exclusive rights granted to Sponsor under this Agreement.

(ii) It will require third parties (possible examples include concessionaires, third-party food-service operators, vending companies, licensing agents and Broadcasters) to comply with the relevant provisions of this Agreement.

13.2 By Sponsor. Each of Company and Bottler, solely as to itself, represents, warrants, and covenants to University the following:

(A) Authority. It has the full power and authority to enter into this Agreement.

(B) Binding Obligation. It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.

- (C) **No Conflicting Agreements.** It has not entered into, and during the Term will not enter into, any other agreement that would prevent it from complying with this Agreement.

14. CONFIDENTIALITY

Except as otherwise required by applicable law, University and its agents, employees and representatives will not disclose in any way any terms of this Agreement. This obligation remains in effect for three (3) years after the termination or expiration of this Agreement. University will give Sponsor prompt written notice of any disclosure of Agreement terms that appears to be required by law, so that Sponsor may assert any exemptions from or defenses to disclosure that may be available.

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Sponsor is required to make any information created or exchanged with the state pursuant to this Agreement that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

15. TERMINATION AND REMEDIES

This Agreement may be terminated prior to the expiration of the Term under the following circumstances:

15.1 University's Termination Rights. In addition to other legal and equitable remedies, University may terminate this Agreement if any of the following events occurs:

- (A) **If Company or Bottler Doesn't Pay.** University may terminate if Company or Bottler fails to make any payment to University under this Agreement, and if this default continues for forty-five (45) days after both Company and Bottler receive written notice of the default. But University may not terminate if the payment failure is due to University's failure to perform, any loss of Sponsor's rights or a bona fide dispute between the parties.
- (B) **If Sponsor Breaches.** University may terminate if Sponsor breaches any other material term of this Agreement and Sponsor fails to cure the breach within 45 days of receiving written notice of the breach.

(C) If Sponsor Becomes Insolvent or Bankrupt.

- (i)** University may terminate immediately upon written notice if Company or Bottler does any of the following:
 - a) becomes unable to pay its liabilities when due;
 - b) makes an assignment for the benefit of creditors;
 - c) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
 - d) has a receiver appointed for any portion of its business or property; or
 - e) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
- (ii)** University does not have the right to terminate because of Bottler's insolvency or other financial instability as described above if Company agrees in writing to assume all of Bottler's obligations under this Agreement.

15.2 Sponsor's Termination Rights. In addition to other legal and equitable remedies, Sponsor may terminate this Agreement if any of the following events occurs:

- (A) If University Breaches.** Sponsor may terminate if University breaches any material term or condition of this Agreement and fails to cure the breach within 45 days of receiving written notice of the breach.
- (B) If University Becomes Insolvent or Bankrupt.** Sponsor may terminate immediately upon written notice if University does any of the following:
 - (i)** becomes unable to pay its liabilities when due;
 - (ii)** makes an assignment for the benefit of creditors;
 - (iii)** files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
 - (iv)** has a receiver appointed for any portion of its business or property; or

- (v) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
- (C) **If University Loses Authority.** Sponsor may terminate if University's authority to convey any of the rights in this Agreement expires or is revoked, in whole or in part.
- (D) **If Campus Closes.** Sponsor may terminate if a portion of the Campus is closed, other than in connection with regularly scheduled breaks, for any reason, even if beyond the reasonable control of University, for a period of more than one hundred twenty (120) consecutive days and during that period, sales of Company Beverages on Campus decrease by more than 20%, as compared to sales during the same period occurring twelve (12) months earlier.
- (E) **If Athletics Activities Cease.** Sponsor may terminate if a substantial portion of University's athletic programs and competitions are not conducted due to NCAA sanctions or any other reason.
- (F) **Written Notice Required.** Sponsor must give forty-five (45) days written notice to University when exercising any of its termination rights under Sections (C) or (D) above.

16. REFUNDS AND ADJUSTMENTS

- (A) **Refunds.** If the Agreement is terminated prior to its scheduled Term expiration for any reason whatsoever, then University will refund to Sponsor a *pro rata* portion of all fees, commissions and other payments that have been paid but not earned as of the date of termination (or the date of breach, if earlier).
- (B) **Extension of Term.** If the Campus or any material component of the Campus is closed for more than thirty (30) consecutive calendar days, but less than ninety (90) consecutive calendar days, and such closure results in a material loss to Sponsor of Beverage sales or marketing opportunities under this Agreement, Sponsor will have the right, at its sole option, to extend the Term of this Agreement for a corresponding period for no additional fees, whether or not such closure is due to a cause beyond the reasonable control of University.
- (C) **Other Adjustments.** If:

- (1) any of the rights or benefits granted to Sponsor are materially restricted or limited (such as by, but not limited to, breach of exclusivity or ambush marketing) during the Term;
- (2) the volume of Company Beverage sold to the University decreases for any reason in any twelve month period by 15% or more over the prior twelve month period;
- (3) a University Team fails to play all of its scheduled home games on the Campus for a period of more than thirty (30) consecutive days during its scheduled season; OR
- (4) any material component of the Campus is closed for a period of more than ninety (90) consecutive calendar days:

then in addition to any other remedies available to Sponsor, Sponsor may elect to adjust the Sponsorship Fees and other consideration to be paid to University to fairly reflect the diminution of the value of rights granted to Sponsor (and University will pay Sponsor a refund of any prepaid amounts in excess of the reduced Sponsorship Fees). If University disagrees with the amount of the adjustment proposed by Sponsor, then University shall inform Sponsor in writing of such disagreement and the parties will commence good faith negotiations to reach agreement on an adjustment. If University and Sponsor have not agreed on an adjustment within thirty (30) days of such notice by University, then Sponsor may immediately terminate this Agreement upon written notice to University.

17. INDEMNIFICATION

17.1 Company Obligations. Except as otherwise provided by Section 17.4 below, Company agrees to defend, indemnify, and hold harmless each of University and Bottler, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Company's material breach of this Agreement, (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence or willful misconduct of Company, or its employees or agents in the course of their duties to Company, or (iii) allegations that any of the Company Marks violates or infringes any rights of third parties, provided that the indemnified party has used the Company Marks in the exact manner provided or approved by Company.

17.2 Bottler Obligations. Except as otherwise provided by Section 17.4 below, Bottler agrees to defend, indemnify, and hold harmless each of University and Company, and each of their respective officers, directors, employees, and

agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Bottler's material breach of this Agreement, or (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence of Bottler, or its employees or agents in the course of their duties to Bottler.

17.3 University Obligations. Except as otherwise provided by Section 17.4 below, and to the extent permitted by Texas law, University agrees to defend, indemnify, and hold harmless each of Bottler and Company, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs related to (i) Sponsor's status as a sponsor of University, (ii) University's material breach of this Agreement, (iii) the injury or death of any person, or the loss of or damage to any property, arising from the rights granted under this Agreement or from the gross negligence or wilful misconduct of University, or its employees or agents in the course of their duties to University, or (iv) allegations that any of the University Marks violates or infringes any rights of third parties, provided that the indemnified party has used the University Marks in the exact manner provided or approved by University. Notwithstanding any other provision of this contract, nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities or defenses.

17.4 Limitation on Obligations. No party has any obligation to indemnify, defend, or hold harmless another party for any claims, suits, liabilities, costs, or expenses to the extent caused by the acts, omissions, or negligence of the party seeking indemnification.

17.5 Indemnification Procedures. Whenever any party entitled to indemnification under this Agreement (the "Indemnified Party") receives notice of any potential claim that might be subject to indemnification, that party will promptly notify the party obligated to indemnify (the "Indemnifying Party"). The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. Except as provided below, the Indemnified Party will not settle or compromise any claim, or consent to the entry of any judgment, without the written consent of the Indemnifying Party, which will not be unreasonably withheld. The Indemnified Party and its affiliates, employees, and representatives will cooperate with the Indemnifying Party in the defense of the claim. If the Indemnifying Party fails to assume the defense of the claim as soon as reasonably possible, and in any event before the earlier of 20 days after receiving notice of the claim or 5 days before the date that an answer to a complaint (or its equivalent) is due, then the Indemnified Party may settle the claim on behalf of and at the risk and expense of the Indemnifying Party.

18. MISCELLANEOUS PROVISIONS

18.1 Entire Agreement. This Agreement, together with any other exhibits referenced therein, (i) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreement between the parties regarding such subject matter, and (ii) may be amended or modified only by a written instrument signed by a duly authorized agent of each party. This Agreement does not invalidate or amend any other agreement between University and Sponsor (or between affiliates of University and Sponsor) with respect to other subject matter.

18.2 Modification. This Agreement can be modified or changed only by a written instrument signed by all parties.

18.3 Retained Rights. This Agreement does not give any party any interest in or the right to use the trademarks of another party except as specifically authorized in this Agreement. Even if use of a party's trademarks is specifically authorized, the trademarks remain solely that party's property, and no joint ownership can arise because of the other party's use under this Agreement. This Agreement does not make any party the agent of another party, nor does it create any partnership or joint venture between University and Sponsor.

18.4 Insurance.

(A) Sponsor shall, at its own cost and expense, acquire and maintain during the Term of this Agreement, with carriers having an AM Best Rating of A-VII or better, sufficient insurance to adequately protect the respective interests of the parties. Specifically, Sponsor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then, coverage can be obtained on a claims-made basis with a three (3) year tail following the termination or expiration of this Agreement:

- (1) Commercial General Liability including, but not limited to, premises-operations, broad form property damage, products /completed operations, independent contractors, personal injury and advertising injury and liability assumed under an insured contract with limits of at least \$5,000,000 per occurrence and \$5,000,000 general aggregate and \$5,000,000 Products / Completed Operations Aggregate;
- (2) Commercial Automobile Liability insurance for any owned, non-owned, hired, or borrowed automobile used in the performance of University and Sponsor's obligations under this Agreement is

required in the minimum amount of \$1,000,000 combined single limit;

- (3) Statutory Workers' Compensation Insurance and Employer's Liability Insurance in the minimum amount of \$1,000,000 each employee by accident, \$1,000,000 each employee by disease and \$1,000,000 aggregate by disease with benefits afforded under the laws of the state or country in which the services are to be performed;
 - (4) The liability of Texas State, its Board of Regents, administrators and employees for personal injury and property damage is controlled by the Texas Tort Claims Act, *Texas Civil Practice and Remedies Code*, Chapter 101, Section 101.021.
- (B) Sponsor shall endeavor to provide thirty (30) days written notice of any cancellation, non-renewal, termination, or reduction in coverage. Insurance as outlined above shall be primary and non-contributory coverage. Sponsor will be solely responsible for any deductible or self-insured retention. The above insurance limits may be achieved by a combination of primary and umbrella/excess policies.
- (C) The University and the Texas State University System, their Regents and employees shall be included on the Sponsor's Commercial General Liability and Commercial Automobile Liability policies, as an "Additional Insured" as required by written Agreement and evidenced on a certificate of insurance. University shall be included as a "Loss Payee" on Company's Property policy, and shall be evidenced on a certificate of insurance. Upon execution of this Agreement and annually upon the anniversary date(s) of the insurance policy's renewal date(s), each party will provide to the other party a Certificate of Insurance evidencing compliance with the insurance requirements set forth above.
- (D) The stipulated limits of coverage will not be construed as a limitation of any potential liability to any party. Failure to request evidence of insurance is not a waiver of any party's obligation to obtain the required insurance.

18.5 Release, Discharge, or Waiver. A party's release, discharge, or waiver of any of this Agreement's terms or conditions is effective only if in writing and signed by that party. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent or later breach or default. No waiver occurs if a party either fails to insist on strict performance of this Agreement's terms or pays or accepts money under this Agreement with knowledge of a breach.

18.6 Severability. If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement continues in full force. But if the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement.

18.7 Assignment.

(A) **By University.** Because this Agreement is for rights unique to University, none of University's rights or obligations may be assigned, by operation of law or otherwise, without Sponsor's prior written consent. Any assignment that violates the terms of this provision is void.

(B) **By Sponsor.** Company and/or Bottler may assign all or part of its rights and obligations under this Agreement to any licensed Company bottler, Company or any of Company's subsidiaries.

18.8 Survival. A party's obligations (if any) to observe confidentiality and to provide refunds, indemnification and rights of first refusal survive the expiration or termination of this Agreement.

18.9 Notices. Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. A copy of the notice must be sent by fax when the notice is sent by mail or courier. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

(A) **Notice to Company.**

The Coca-Cola Company,
acting by and through its Coca-Cola North America Group
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Vice President, Strategic Marketing Finance and
Business Affairs
sherussell@coca-cola.com

Copy to: Group Counsel, Coca-Cola North America

(B) Notice to Bottler.

Austin Coca-Cola Bottling Company
9600 Burnett Road
Austin, TX 78766

Attention: Branch Manager
Fax: 512-832-2503

Copy to: Chief Legal Officer, Coca-Cola Refreshments
Fax: 404-598-7764

(C) Notice to University.

Texas State University
601 University Drive
San Marcos, Texas 78666
Attention: Director of Auxiliary Services
Fax: 512-245-8222

Copy to: Vice Chancellor
General Counsel

18.10 Counterparts. This Agreement may be executed in two or more counterparts.

18.11 Headings. All headings are for reference purposes only and must not affect the interpretation of this Agreement. All references to "days" in this Agreement mean calendar days, unless business days are expressly stated. All references to "including" mean "including without limitation".

18.12 University Property. Sponsor shall observe and abide by all legally applicable laws, regulations, policies and procedures governing Sponsor's performance under this Agreement. Sponsor IS NOTIFIED THAT THE FOLLOWING UNIVERSITY POLICIES SHALL APPLY TO ITS EMPLOYEES AND SUBCONTRACTORS WHILE ON TEXAS STATE PROPERTY:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; and,
- f. Prohibition of sexual harassment or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation

19. GOVERNING LAW AND VENUE

This Agreement is governed by and must be interpreted under Texas law, without giving effect to any applicable conflict or choice-of-law provisions. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve a dispute arising under this Agreement to the extent that Chapter 2260 is legally applicable to this Agreement. Venue shall lie in Hays County, Texas.

20. NONDISCRIMINATION

In the performance of this Agreement, Sponsor will, and will be responsible for requiring its subcontractors, their respective employees, and others acting by or through them in the performance of this Agreement to, comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may be considered a breach of this Agreement and result in termination of this Agreement.

21. PUBLIC INFORMATION

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Both Parties are required to make any information created or exchanged with the state pursuant to this contract, that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

22. BACKGROUND CHECKS

Sponsor will ensure background checks are conducted on all of its employees that will be performing services on Campus under this Agreement. Sponsor will not allow any employee who fails Sponsor's background check to perform services on the Campus.

(signatures on next page)

The Coca-Cola Company, acting by and through Coca-Cola North America

Name, Title, Authority

Date

Coca-Cola Refreshments USA, Inc. d/b/a Austin Coca-Cola Bottling Company

Name, Title, Authority

Date

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended

President
Texas State University

Date

Chancellor
The Texas State University System

Date

APPROVED by the Board of Regents on _____

at _____

Chairman of the Board

Date

EXHIBIT A DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the following meanings:

1. "Agreement Year" means each twelve-month period during the Term commencing on June 1 and ending on May 31.
2. "Approved Cups" means those certain cups designated or approved by Company bearing Company trademarks or Company and University trademarks on 100% of the exterior cup surface.
3. "Athletic Facilities" means all of University's athletic facilities and surrounding grounds, including without limitation, Strahan Coliseum, Bobcat Stadium and all associated press boxes, players' benches and locker rooms but does not include areas and facilities where only intramural sports are conducted.
4. "Athletic Marks" means the Marks of University Athletics and the Athletic Facilities. Examples of Athletic Marks includes team names, uniforms, logos and emblems.
5. "Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®), are deemed to be included in this definition. For the avoidance of doubt "flavor enhancers", "liquid water enhancers", water dispensing systems, and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages.
6. "Blockage" means the alteration, dimming, or obscuring of advertising for whatever reason, including by electronic manipulation or the electronic insertion of virtual signage for Competitive Products. "Blocked" has a corresponding meaning.
7. "Broadcaster" means any person or entity that for any business purpose broadcasts, distributes, prints, syndicates, televises, or publishes by any means (including electronically via the internet or wireless devices) any photograph, film, videotape, or other recording or rendering of all or part of the Campus, any University Team game, or any other Campus event. "Broadcast" has a corresponding meaning.
8. "Business Day" means any day on which the University is open for business.

9. "Campus" means all buildings and grounds owned, leased, controlled by or operated by the University during the Term, whether currently existing or built or acquired during the Term, including without limitation all academic buildings, branded or unbranded food service outlets, vending locations, Athletic Facilities, auditoriums, theatres, housing and medical facilities, convenience stores, retail outlets, and areas and facilities where intramural sports are conducted.
10. "Company Beverages" means Beverages manufactured, distributed, marketed or sold under trademarks or brand names owned or controlled by or licensed for use by Company.
11. "Competitive Products" means all Beverages that are not Company Beverages, and any products or entities, whether or not Beverages, marketed under Beverage trademarks that are not Company Marks (e.g., "Gatorade Energy Bars," "PepsiCo").
12. "Concessionaire(s)" means University's third party food and beverage concessionaires.
13. "Designations" means (1) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of Texas State"; (2) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of the Bobcats;" and (3) "Official Sponsor of Texas State/Bobcats."
14. "Fresh Milk" means that liquid taken from female mammals for human consumption, and which may be pasteurized, homogenized, and/or have calcium and/or vitamins A and D added. Fresh Milk shall not include milk to which sweeteners, flavorings, fruit juice, carbonation, protein, minerals, vitamins (other than vitamins A and D), whey, caseins, cultures, tea, coffee or other ingredients have been added. Fresh Milk does not include liquids that may be commonly described as "milk" but which do not meet the preceding definition of "Fresh Milk," such as coconut milk/water or "Muscle Milk."
15. "Fresh Brewed Coffee" means ground or unground roasted coffee beans or a beverage brewed in multi-cup coffee makers from the ground or unground roasted coffee beans prepared on-premise and served hot or cold for immediate consumption.
16. "Full Service Beverage Vending" means that Bottler will place vending machines on the Campus, stock the vending machines and collect all proceeds from the sale of Company Beverages through such vending machines.
17. "Mark" means, with respect to any party, any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by that party.
18. "NCAA" means the National Collegiate Athletic Association.

19. "Special Promotional Events" means and is limited to sporting events, concerts, theatrical or comedic performances, conventions, trade shows, and/or other events occurring on the Campus and having a duration of three (3) or less days. Each of the above also must meet the following additional requirements: (a) the event must be sponsored by a manufacturer, distributor, or marketer of Competitive Products under a sponsorship agreement with the owner or operator of the subject event (e.g., the NCAA or University's intercollegiate athletics conference, a concert or theatrical production company, or a trade show or convention production company), but not with University or its agents; (b) it must be conducted on a statewide, regional or national basis; and (c) the sponsorship agreement referred to above must require on-site advertising for such Competitive Products. University will provide Sponsor with prior written notice of each event which University intends to designate as a Special Promotional Event; and also will use its best efforts to provide such written notice to Sponsor at least thirty (30) calendar days prior to the subject event.
20. "University Marks" means any and all Marks owned or controlled by University, including all marks of the University and the Campus. University Marks shall include all Athletic Marks. Examples of University Marks include the University's name, logo and emblems.
21. "University Athletics" means the University Athletic department, all University intercollegiate athletic teams and events, University varsity athletic coaches, and the University Athletic Director.

EXHIBIT B

Beverage Vending Commissions

(for Full Service Beverage Vending only)

Product	Initial Vend Rate	Commission %
12 oz Can CSD*	\$1.00	45%
20 oz Bottle CSD	\$1.50	45%
20 oz Dasani/Dasani Flavors	\$1.50	45%
20 oz Fuze Refreshment	\$1.50	45%
20 oz Minute Maid Refreshment	\$1.50	45%
20 oz POWERADE	\$1.50	45%
16.9 oz Fuze	\$1.75	45%
20 oz vitaminwater	\$1.75	45%
20 oz smartwater	\$1.75	45%
15.2 oz Minute Maid Juice	\$1.75	45%
16.9 oz Honest Tea	\$2.00	45%
18.5 oz Gold Peak Tea	\$2.00	45%
15 oz Monster Java	\$2.50	45%
16 oz Energy**	\$2.50	45%
14 oz Zico Coconut Water	\$3.00	45%
11.5 oz Core Power Protein Milk	\$4.00	45%
300 ml Dasani	\$1.00	45%

*Carbonated Soft Drinks, Minute Maid Refreshment, Fuze Tea

**Monster, Full Throttle, NOS Energy

Commissions will be paid based on cash collected, net of sales tax, recycling fees, debit card charges (if applicable), shortages, and any state-mandated deposit fees or other charges. Commissions shall only be paid on sales from vending machines filled and serviced by Bottler. Bottler reserves the right to adjust vend prices at any time in its discretion. Vend rates will increase \$0.25 at the beginning of Agreement Year 4 and again at the beginning of Agreement Year 8.

EXHIBIT C
Initial Product Pricing

Prices to University:

Fountain Products:

Product Description	Price per box*	Case Count
5 Gallon BIB	\$68.70	1
2.5 Gallon BIB	\$35.83	1
2.5 Gallon Gold Peak BIB	\$35.83	1
	Price per case*	
CO2 20lbs + Deposit	\$ 24.37	1
16z Cup Paper	\$ 50.62	1000
24z Cup Paper	\$ 56.07	1000
32z Cup Paper	\$ 42.83	480
12/16/21z Lid/cs	\$ 38.38	2000
32z Lid Paper	\$ 31.07	960

*Pricing shown is for Agreement Year 1

Price Adjustments - Pricing to the University directly (not to the Concessionaire) will be held firm for Agreement Year 1. Thereafter, all pricing for University direct purchases increase annually 4% per Agreement Year, except in the event of an increase in a component of Bottler's cost of goods, manufacture or delivery, in which case Bottler may increase prices to cover such increased costs. University will receive at least 30 days advance notice prior to any price change.

Bottle/Can Products:

Product Description	Price per case*	Case Count
12 oz Can - CSD, MMR & Fuze Tea	\$ 10.40	24
20 oz PET - CSD & Fuze Tea	\$ 18.04	24
20 oz PET - MM Refreshment	\$ 18.04	24
20 oz PET - Dasani	\$ 11.85	24
20 oz PET - Dasani Flavors	\$ 11.85	24
20 oz PET - FUZE Refresh	\$ 18.04	24
20 oz PET - Powerade	\$ 20.80	24
20 oz PET - Smartwater	\$ 24.00	24
20 oz PET - Vitaminwater	\$ 26.50	24
7.5 oz Can - CSD	\$ 7.54	24
1 Liter PET - Dasani	\$ 14.82	24
1 Liter PET - Evian	\$ 19.76	24
1 Liter PET - Smartwater	\$ 20.80	24
16.9 oz PET - FUZE	\$ 17.68	12
16.9 oz PET - Fruitwater	\$ 9.88	12
16.9 oz PET - Honest Tea	\$ 15.86	12
18.5 oz PET - Gold Peak	\$ 15.54	12
500 ml - Dasani	\$ 10.92	24
500 ml - Evian	\$ 22.88	24
700 ml - Smartwater	\$ 29.64	24
15.2 oz (450 ml) PET - MMJTG	\$ 26.00	24
15 oz Can - Monster Java & Muscle	\$ 40.04	24
16 oz Can - Full Throttle Brands	\$ 40.04	24
16 oz Can - NOS	\$ 40.04	24
16 oz Can - Monster Energy, Rehab & +Juice	\$ 40.04	24
8.5 oz Aluminum Bottle - CSD	\$ 19.19	24
23 oz Can - Peace Tea	\$ 9.88	12
32 oz PET - Vitaminwater	\$ 25.74	24
32 oz PET - Powerade	\$ 21.32	24
12 oz PET - Dasani	\$ 10.76	24
11.5 oz PET - Core Power	\$ 28.08	12
12 oz PET - Powerade	\$ 14.82	24
10 oz PET - MMJTG	\$ 17.16	24

Bottle/Can Products:

Pricing shall be in accordance with the provisions of the Concessionaire's agreement with Bottler.

Price Adjustments -

Concessionaire pricing will adjust in accordance with the provisions of the applicable Concessionaire's agreement with Bottler.

EXHIBIT D
Signage and Other Advertising

(A) Signage - Sponsor will receive the following signage on Campus:

- Bobcat Stadium: 11'x5' Main Scoreboard, 9'x9' Backpanel on main scoreboard, 3x16 Ribbon Board
- Strahan: Scoreboard backlit sign, Scorer's table backlit sign, 2'x6' (2 panels) on Outdoor Message Center
- Bobcat Baseball Park: 3'8"x 6'8" Scoreboard
- Bobcat Softball Field: 3'8"x 6'8" Scoreboard
- Student Recreation Center: 1 Panel inside & 25% of Outside Permanent Marquee Signage
- Jowers Field: 1 Panel on Marquee Sign Outside

(B) Print Advertising - Annually during the Term, Sponsor will receive the following print advertising in publications associated with University:

1 Full Page, Full Color Ad in each Athletic Program

(C) Video Advertising at all Athletic Events where Video Advertising Capabilities are Available

- Promotion of Coca-Cola or Coke Zero as the official soft drink of the Bobcats
- Promotion to drink Coca-Cola while highlighting concession options
- Reads conducted during all home athletic games (Football, soccer, volleyball, basketball, baseball and softball)

EXHIBIT E
Tickets/Hospitality

University will provide Sponsor with the following tickets and entertainment/hospitality privileges free of charge, during each Agreement Year:

- 60 Tickets (30 pairs) for all ticketed sports (football, basketball, volleyball, baseball & softball)
- 30 Football Parking Passes
- 30 Pre-Game Hospitality Passes for Football
- 10 Maroon & Gold Room Halftime Hospitality Passes for Basketball
- Exclusive Game Sponsor for 1 game during Football, Men's Basketball & Women's Basketball
- Travel Package to 1 Away Football Game for 2 Persons
- Golf & Annual Fundraiser Package (4 Passes for golf and 1 Table at Bobcat Bonanza)
- 10 Passes to Each Youth Camp

EXHIBIT F

COCA-COLA NORTH AMERICA FOUNTAIN EQUIPMENT LEASE AGREEMENT

1. **LEASE AGREEMENT AND TERM.** The Coca-Cola Company, through its Coca-Cola North America division, ("Company") hereby leases to the account identified on the attached Sponsorship Agreement ("Lessee") all fountain beverage dispensing equipment provided to Lessee (the "Equipment"), subject to the terms and conditions set forth in this Lease Agreement. Each piece of Equipment is leased commencing on its installation date (the "Commencement Date"). If this Lease is terminated with respect to any piece of Equipment for any reason prior to 100 months from the Commencement Date for that piece of Equipment unless Lessee has terminated the Sponsorship Agreement for an uncured breach by Company or unless a concessionaire has assumed the Lease Agreement, Lessee will pay Company the actual cost of removal of that Equipment, as well as the unamortized portion of the costs of (i) installation, (ii) non-serialized parts (e.g., pumps, racks and regulators) and other ancillary equipment, (iii) remanufacturing, and (iv) standard shipping and handling charges. The terms of this Lease will continue in effect with respect to each piece of Equipment until the Equipment has been removed from Lessee's premises and will survive the expiration or termination of the Sponsorship Agreement. Company agrees that it will not charge Lessee for any removals or reinstallations of equipment removed and relocated due to remodeling on campus if Lessee agrees to store Company's equipment on campus until the equipment can be reinstalled in new locations.
2. **TITLE TO THE EQUIPMENT.** Title to the Equipment is, and will at all times remain, vested in Company. Lessee will have no right, title, or interest in or to the Equipment, except the right to quiet use of the Equipment in the ordinary course of its business as provided in this Lease. THE PARTIES AGREE, AND LESSEE WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COMPANY NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY
3. **USE OF EQUIPMENT.** Lessee agrees that the Equipment will be used to dispense only Company Products.
4. **WARRANTY DISCLAIMER:** LESSEE ACKNOWLEDGES THAT COMPANY IS NOT A MANUFACTURER OF THE EQUIPMENT AND THAT COMPANY HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE EQUIPMENT. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY EQUIPMENT OR OTHERWISE.
5. **MAINTENANCE AND REPAIRS.** Lessee's sole recourse against Company with respect to service provided by Company or its agents to the Equipment is that Company will correct any defective workmanship at no additional charge to Lessee, provided that Company is given prompt notification of any defective workmanship.
6. **RISK OF LOSS.** All risk of loss, including damage, theft or destruction, to each item of Equipment will be borne by Lessee. No such loss, damage, theft or destruction of Equipment, in whole or in part, will impair the obligations of Lessee under this Lease, all of which will continue in full force and effect.
7. **DEFAULT AND REMEDIES.** The failure of Lessee to comply with any provision of this Lease, and the failure of Lessee to remedy, cure, or remove such failure within ten (10) days after receipt of written notice thereof from Company shall constitute a "Default." Upon the occurrence of any Default or at any time thereafter, Company may terminate this Lease as to any or all items of Equipment, may enter Lessee's premises and retake possession of the Equipment at Lessee's expense, and will have all other remedies at law or in equity for breach of this Lease. Nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities or defenses
8. **LIQUIDATED DAMAGES.** To the extent permitted by Texas law, if Lessee is unable or unwilling to return the Equipment to Company in good working order, normal usage wear and tear excepted, at the expiration or termination of the Lease, Lessee shall pay as liquidated damages the total of: (i) the value of Company's residual interest in the Equipment, plus (ii) all tax indemnities associated with the Equipment to which Company would have been entitled if Lessee had fully performed this Lease, plus (iii) costs, and interest incurred by Company due to Lessee's violation of Section 2 or its failure to return the Equipment to Company, minus (iv) any proceeds or offset from the release or sale of the Equipment by Company.
9. **OTHER TERMS.** Customer acknowledges and agrees to comply with all equipment manufacturers' specifications and product dispensing and preparation instructions and specifications. No failure by Company to exercise and no delay in exercising any of Company's rights hereunder will operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or of any other rights. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

SHSU: Authorization to Purchase Real Estate: Boettcher Mill, Huntsville, Texas

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

Sam Houston State University be authorized to purchase real estate consisting of approximately 11,761 square feet (0.27 acres), Boettcher Mill, Block 3, Lot 4, Huntsville, Walker County, Texas, located at 501 16th street at the appraised value of \$65,000 (sixty-five thousand dollars).

Explanation

This property is adjacent to current property owned by Sam Houston State University and is within the boundaries of our current campus master plan. Existing structure will be razed and the property will be used for future campus projects and expansion.



Approved by the Texas Real Estate Commission for Voluntary Use
Texas law requires all real estate licensees to give the following information about
brokerage services to prospective buyers, tenants, sellers and landlords.

10-10-11

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Sam Houston State University

Buyer, Seller, Landlord or Tenant

Sam Houston State University, An Agency of the State of TX

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TAR-2501) 10-10-11

Richards & Associates Real Estate Group, 15455 Rabon Chapel Rd. Montgomery, TX 77316
Phone: 936.537.3138 Fax: Cody Richards

TREC No. OP-K

Bradham

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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

4-28-2014

NOTICE: a member institution of the Texas
 State University System, and Transactions

1. **PARTIES:** The parties to this contract are Gertrude Bradham
 (Seller) and Sam Houston State University, An Agency of the State of TX (Buyer).
 Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined
 below. mineral rights, if any

2. **PROPERTY:** The land, improvements and accessories are collectively referred to as the "Property".

A. **LAND:** Lot 4 Block 3, BOETTCHER MILL
 Addition, City of Huntsville, County of Walker,
 Texas, known as 501 16th St 77340
 (address/zip code), or as described on attached exhibit.

B. **IMPROVEMENTS:** The house, garage and all other fixtures and improvements attached to the
 above-described real property, including without limitation, the following **permanently installed
 and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings,
 wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts
 and brackets for televisions and speakers, heating and air-conditioning units, security and fire
 detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system,
 kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor
 cooking equipment, and all other property owned by Seller and attached to the above described
 real property.

C. **ACCESSORIES:** The following described related accessories, if any: window air conditioning units,
 stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys,
 mailbox keys, above ground pool, swimming pool equipment and maintenance accessories,
 artificial fireplace logs, and controls for: (i) garage doors, (ii) entry gates, and (iii) other
 improvements and accessories.

D. **EXCLUSIONS:** The following improvements and accessories will be retained by Seller and must
 be removed prior to delivery of possession: _____

3. **SALES PRICE:**

A. Cash portion of Sales Price payable by Buyer at closing \$ 65,000.00

B. Sum of all financing described below (excluding any loan funding
 fee or mortgage insurance premium) \$ _____

C. Sales Price (Sum of A and B) \$ 65,000.00

4. **FINANCING (Not for use with reverse mortgage financing):** The portion of Sales Price not
 payable in cash will be paid as follows: (Check applicable boxes below)

☐ A. **THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of
 \$ N/A (excluding any loan funding fee or mortgage insurance premium).

(1) **Property Approval:** If the Property does not satisfy the lenders' underwriting requirements for
 the loan(s) (including, but not limited to appraisal, insurability and lender required repairs),
 Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest
 money will be refunded to Buyer.

(2) **Credit Approval:** (Check one box only)

☐ (a) This contract is subject to Buyer being approved for the financing described in the attached
 Third Party Financing Addendum for Credit Approval.

☐ (b) This contract is not subject to Buyer being approved for financing and does not involve FHA
 or VA financing.

☐ B. **ASSUMPTION:** The assumption of the unpaid principal balance of one or more promissory notes
 described in the attached TREC Loan Assumption Addendum.

☐ C. **SELLER FINANCING:** A promissory note from Buyer to Seller of \$ N/A, secured by
 vendor's and deed of trust liens, and containing the terms and conditions described in the attached
 TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall
 furnish Seller with a mortgagee policy of title insurance.

TAR 1601 Initialed for identification by Buyer [Signature] and Seller [Signature] TREC NO. 20-12

Richards & Associates Real Estate Group, 15455 Rabon Chapel Rd. Montgomery, TX 77316
 Cody Richards

Phone: 936.537.3138

Fax:

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Bradham

5. **EARNEST MONEY:** Upon execution of this contract by all parties, Buyer shall deposit \$1,500.00 as earnest money with Louise Murray, as escrow agent, at Walker County Title - Huntsville, Texas 77340 (address). Buyer shall deposit additional earnest money of \$ N/A with escrow agent within N/A days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. **TITLE POLICY AND SURVEY:**

A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by Walker County Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: ☒ (i) will not be amended or deleted from the title policy; ☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.

B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- ☐ (1) Within _____ days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☒ (2) Within 20 days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☒ (3) Within 20 days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. **OBJECTIONS:** Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: _____

Buyer must object the earlier of (i) the Closing Date or (ii) 7 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender

within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):

(Check one box only)

- ☐ (1) Buyer has received the Notice.
- ☒ (2) Buyer has not received the Notice. Within 7 days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

☐ (3) The Seller is not required to furnish the notice under the Texas Property Code.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the

TAR 1601 Initialed for identification by Buyer [Signature] and Seller [Signature] TREC NO. 20-12

Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ N/A. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before February 27, 2015, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying ^{fee simple} title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. **POSSESSION:**

A. **Buyer's Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. **Leases:**

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

This sale is contingent upon Sam Houston State University receiving approval by the Texas State University System Board of Regents at its quarterly meeting to be held February 19th and 20th, 2015. If approval is not granted this contract will

12. **SETTLEMENT AND OTHER EXPENSES:** be null and void and earnest money returned.

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ N/A to be applied in the

review and
approval of the
TSUS Vice
Chancellor for
Legal Affairs and
General Counsel
and

Chancellor and

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following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. **ESCROW:**

A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of

the dispute resolution
process under the
Texas Government
Code Chapter 2260.

Thereafter, a party may seek

the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at: Dr. Carlos Hernandez
Vice President for Finance and Op
Telephone: (936) 294-1017
Facsimile: (936) 294-1963

E-mail: michelemitchell@shsu.edu

To Seller at: David Bradham
Telephone: (936) 524-1134
Facsimile: _____

E-mail: energyauditresourceinc@gmail.com

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- ☐ Third Party Financing Addendum for Credit Approval
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Loan Assumption Addendum
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property

- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Seller's Temporary Residential Lease
- ☐ Short Sale Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☒ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Other (list): _____

TAR 1601 Initialed for identification by Buyer [Signature] and Seller [Signature] TREC NO. 20-12

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ N/A (Option Fee) within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within N/A days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☐ will ☐ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY.

25 - see below

Buyer's

Attorney is: _____

Seller's

Attorney is: _____

Telephone: _____

Telephone: _____


Facsimile: _____

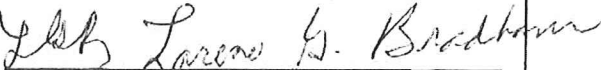
Facsimile: _____

E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____, 20 _____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)


Buyer Sam Houston State University


Seller Gertrude Bradham

Buyer An Agency of the State of TX

Seller

25. Notwithstanding any other provision of this contract, nothing herein shall be construed as a waiver by Sam Houston State University of its constitutional, statutory or common law rights, privileges, immunities or defenses.



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 20-12. This form replaces TREC NO. 20-11.

Contract Concerning 501 16th St
Huntsville, TX 77340 Page 9 of 9 4-28-2014
(Address of Property)

BROKER INFORMATION
(Print name(s) only. Do not sign)

RICHARDS & ASSOCIATES REAL ESTATE GROUP		562350
Other Broker Firm	License No.	Listing Broker Firm
represents <input type="checkbox"/> Buyer only as Buyer's agent		represents <input type="checkbox"/> Seller and Buyer as an intermediary
<input type="checkbox"/> Seller as Listing Broker's subagent		<input checked="" type="checkbox"/> Seller only as Seller's agent
Name of Associate's Licensed Supervisor Telephone		<u>Cody Richards</u> (936) 537-3138
Associate's Name Telephone		<u>Cody Richards</u> (936) 537-3138
Other Broker's Address Facsimile		<u>15455 Rabon Chapel Rd.</u> (936) 828-3404
		Listing Broker's Office Address Facsimile
City	State	Zip
		<u>MONTGOMERY TX 77316</u>
Associate's Email Address		<u>cody@richardsrealestategrp.com</u>
		Listing Associate's Email Address
		Selling Associate's Name Telephone
		Name of Selling Associate's Licensed Supervisor Telephone
		Selling Associate's Office Address Facsimile
		City State Zip
		Selling Associate's Email Address

Listing Broker has agreed to pay Other Broker N/A of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker _____ Date _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of ☐ Contract and ☐ \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____ Date: _____

By: _____ Email Address: _____

Address: _____ Telephone: _____

City State Zip Facsimile: _____

TAR 1601

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

TREC NO. 20-12

Bradham



Approved by the Texas Real Estate Commission for Voluntary Use
Texas law requires all real estate licensees to give the following information about
brokerage services to prospective buyers, tenants, sellers and landlords.

10-10-11

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Gertrude P. Bradham

Buyer, Seller, Landlord or Tenant
Gertrude Bradham

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TAR-2501) 10-10-11

Richards & Associates Real Estate Group, 15455 Rabon Chapel Rd. Montgomery, TX 77316
Phone: 936.537.3138 Fax: Cody Richards

TREC No. OP-K

Bradham

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

RESTRICTED APPRAISAL REPORT



A Single-Family Residence
located at
501 16th Street
Huntsville, Walker County, Texas

For:
Ms. Michele Thorn
Sam Houston State University
P.O. Box 2027
Huntsville, Texas 75341

By:
Erwin & Associates
APPRAISAL & CONSULTING

497 Marion Lane
New Waverly, TX 77358
(physical)

P.O. Box 561
Huntsville, TX 77342
(mailing)
Effective Date of Appraisal
November 13, 2014 (As Is)

ERWIN & ASSOCIATES

Real Estate Valuation & Consulting

Restricted Appraisal Report A Residentially Improved Property

November 28, 2014

Michele Thorn
Sam Houston State University
P.O. Box 2027
Huntsville, Texas 77341

Reference: ***Appraisal of a residentially improved city lot containing ± 0.270 acre ($\pm 11,761$ square feet) of land:*** The subject is located along the south line of 16th Street, west of Avenue E, with a physical address of 501 16th Street, in Huntsville, Walker County, Texas.

Dear Ms. Thorn:

At your request, we have completed an appraisal for the purpose of determining the “As Is” Market Value of the Fee Simple Estate for the above-referenced property. The effective date of this appraisal for the “As Is” Market Value is November 13, 2014, which is the date of our site visit.

This report presents limited discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser’s opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser’s file. The depth of discussion retained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

Erwin & Associates is a professional real estate appraisal and consulting firm, providing service to a variety of corporate, institutional, governmental, and private clientele. In the past 12 months our firm has completed numerous valuation assignments involving similar properties.

We are not qualified to detect or identify hazardous substances which may, or may not be present on, in, or near this property. The presence of hazardous materials may negatively affect value. We have valued the subject property as though free of hazardous materials. We urge the user of this report to obtain the services of a specialist for the purpose of conducting an environmental audit to ensure that the subject property is free of hazardous materials.

Michele Thorn
Sam Houston State University
November 28, 2014
Page 2

Based on our investigation of the available market data, including sales of similar properties and conversations with brokers and individuals active in the local area, the time that would be required to effectively expose the subject property to the market is within six months.

The value concluded herein is specifically contingent upon the basic assumptions and limiting conditions listed within the body of this report. Therefore, it is our opinion, the "As Is" Market Value of the Fee Simple Estate, as of the effective date of November 13, 2014, is (rounded):

SIXTY FIVE THOUSAND DOLLARS

\$65,000

The Restricted Appraisal Report is for Client Use only, and the appraiser's opinions and conclusions set forth in the report may not be understood properly without additional information in the appraiser's workfile. Before entering into this agreement, the appraiser has established with the client that this type of report is appropriate for this property. We have informed the client concerning the restricted utility of the Restricted Appraisal Report.

Respectfully submitted,
Erwin & Associates



Berry Erwin
TX-1335374-G
Certified General Real Estate Appraiser

CERTIFICATION

We certify that, to the best of our knowledge and belief...

- (1) The statements of fact contained in this report are true and correct.
- (2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial and unbiased professional analyses, opinions and conclusions.
- (3) We have no present or prospective interest in the property that is the subject of this analysis, and we have no personal interest with respect to the parties involved.
- (4) We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- (5) Our compensation for completing this assignment is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or use of, this report, or upon developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Our engagement in this assignment is not contingent upon developing or reporting predetermined results.
- (6) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- (7) Berry Erwin has viewed the site and the interior/exterior of the subject improvements.
- (8) No one provided significant real property appraisal assistance to the persons signing this report.
- (9) This assignment was not based on a requested minimum value, a specific valuation, or the approval of a loan.
- (10) Mr. Erwin has not performed any services as an appraiser, or in any other capacity, regarding the subject property during the last three years.



Berry Erwin
TX-1335374-G
Certified General Real Estate Appraiser

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Client and Intended User: Michele Thorn, of Sam Houston State University

WCAD Map: 73

Tax ID#: The subject parcel's current tax account number with the Walker County Appraisal District is: 2600-003-0-00400.

Location: The subject is located along the south line of 16th Street, west of Avenue E, with an assigned physical address of 501 16th Street, Huntsville, Walker County, Texas.

Current Use of the Real Estate: Single-family residential

Use of Real Estate in the Report: Single-family residential

Purpose of Appraisal: To form an opinion of the "As Is" Market Value of the Fee Simple Estate, subject to assumptions and limiting conditions listed herein, to assist the client for internal valuation purposes.

Property Rights Appraised: Fee Simple Estate

Land Size: One rectangular-shaped tract of land containing ± 0.270 acre, or $\pm 11,761$ square feet of land (per WCAD).

Effective Date of Appraisal: November 13, 2014

Zoning: M1-Management District

Utilities: Electricity, natural gas, public water, & public sewer.

Site Description: The subject site consists of one rectangular-shaped parcel with frontage along the south line of 16th Street. It is noted that Avenue E is platted to extend along the east line of the subject, but has not been developed. Based on the tax records, the subject contains ± 0.270 acre, or $\pm 11,761$ square feet. Topography slopes to the southwest. At the subject site, 16th Street is a two-lane, two-way, asphalt-paved, secondary roadway with open-ditch drainage.

Improvement Description: The subject property is improved with a 1,832 square foot, one-story frame home with attached carport, three portable storage buildings, and one wood-framed outbuilding.

The frame home was built originally built circa 1950, and has been added to over the years. The foundation is a combination of pier/beam and concrete, and is showing signs of settlement. The wood siding appears to be original, and is also showing signs of age.

Roofing is composition shingle, the windows appear to be original wood-frame, and central HVAC has been added. Interior flooring is a combination of vinyl and carpet, and the walls and ceilings are painted sheetrock. The house does not appear to have been updated in many years. Condition of the electrical and plumbing is unknown, but exposed electrical wires were observed during the site visit.

There is 1,248 square foot attached carport, three portable storage buildings, and a wood-framed outbuilding. Two of the storage buildings are newer, while the others are significantly depreciated.

Extent of the Process of Collecting, Confirming, Reporting Data:

Information used in this analysis includes courthouse records, county appraisal district records and Erwin & Associates' internal database of comparable sales. Sales comparables were confirmed with sources considered to be reliable. The data is reported in a restricted appraisal report.

Flood Plain:

Un-shaded Zone X (outside the 100-year floodplain)
(FEMA Map Panel 48225C0360D, dated August 16, 2011)

Highest and Best Use:

As Vacant:

Single-family residential

As Improved:

Single-family residential

Ownership History

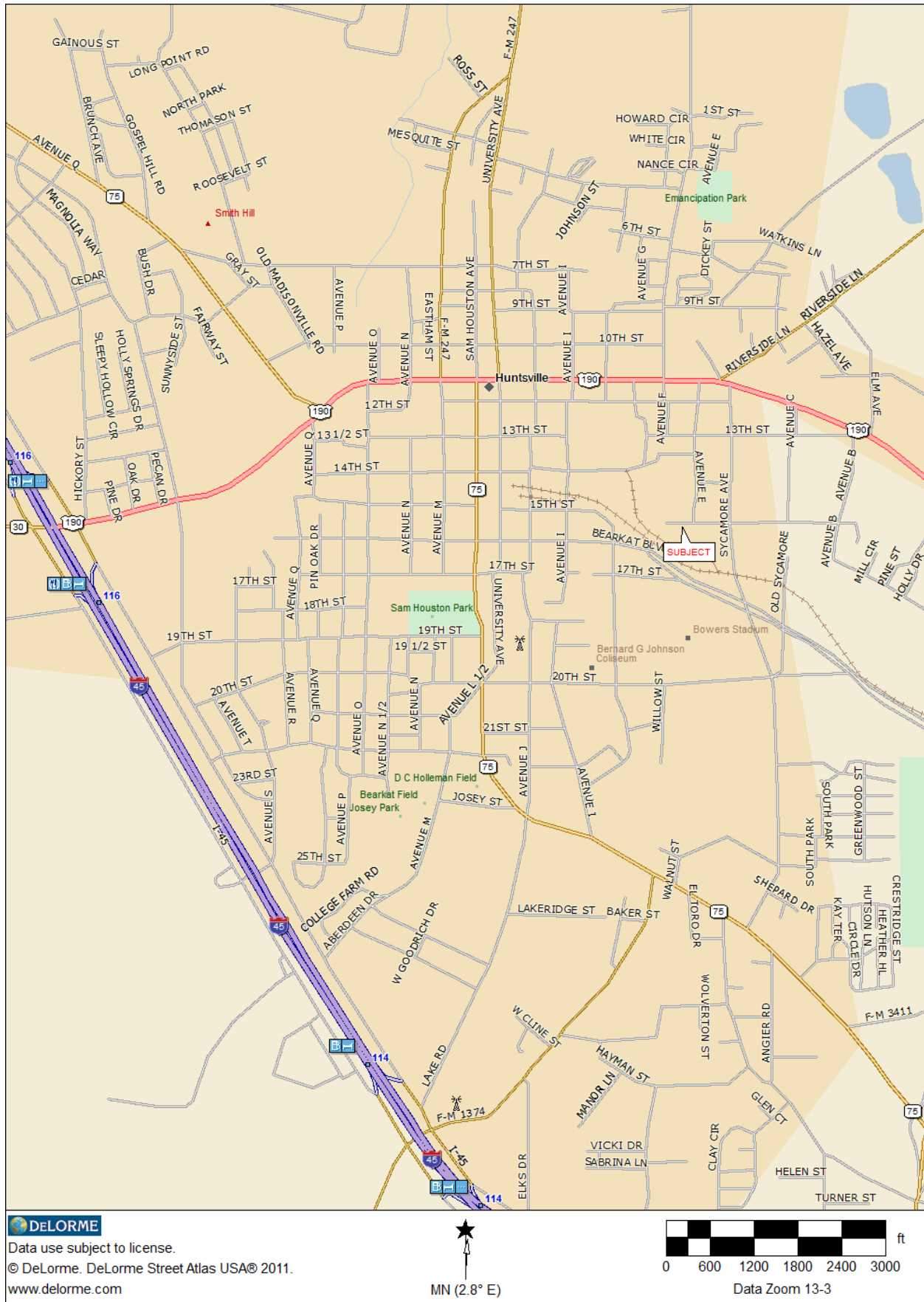
Based on information obtained from the Walker County Appraisal District online records, the subject is owned by Gertrude and Curtis Bradham et al, who have held ownership in excess of three years. The property is not listed for sale on the open market, and there are no known sales contracts to exist. No arm's length sales activity is known to have occurred over the past three years.

Legal Description

A metes & bounds legal description was not provided the appraiser for review. As such, a legal description was obtained from the Walker County online records, and is included in the addenda to this report.

Tax Data

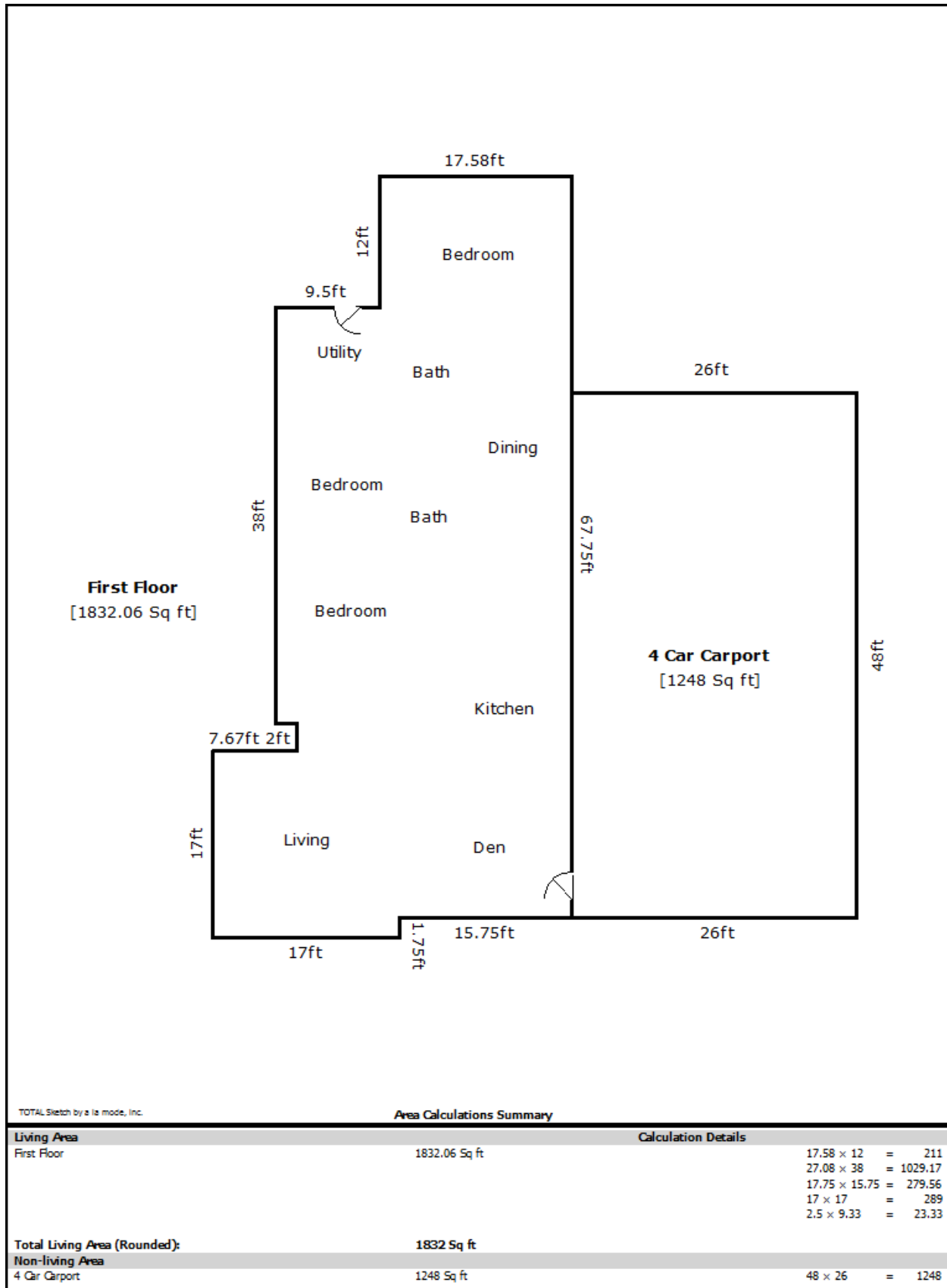
A copy of Walker County Appraisal District's tax data for the subject tract is included as an addenda item to this report. The current tax records indicate a 2014 land assessment of \$5,480 and an improvement assessment of \$44,920, for a total 2014 assessment of \$50,400. The total estimated 2015 tax liability is \$1,226.33, which is before any exemptions or deferments.



AREA MAP



AERIAL PHOTO



FRAME HOME SKETCH



SUBJECT PROPERTY



FRAME HOME



FRAME HOME



FRAME HOME



12X20 & 8X9 STORAGE BUILDINGS



12X24 STORAGE BUILDING



WOOD-FRAME STORAGE BUILDING



GREENSPACE



INTERIOR VIEW (KITCHEN)



INTERIOR VIEW (LIVING ROOM)



INTERIOR VIEW (DINING ROOM)



INTERIOR VIEW (BEDROOM)



INTERIOR VIEW (BATHROOM)



INTERIOR VIEW (BATHROOM)



WEST VIEW ALONG 16TH STREET



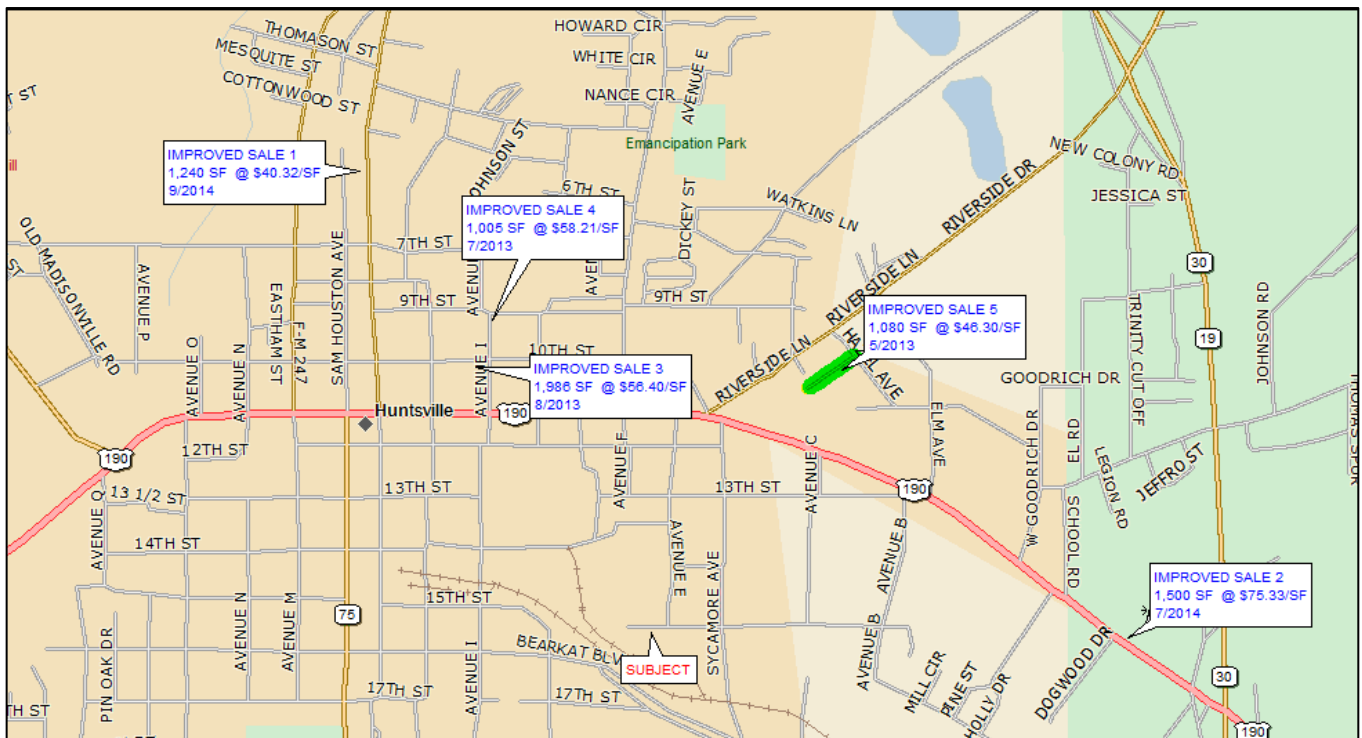
EAST VIEW ALONG 16TH STREET

SALES COMPARISON APPROACH – IMPROVED PROPERTY

The Sales Comparison Approach – Improved Property was utilized as the appropriate method for determining the market value of the subject site, as improved. This analysis is presented on the following pages.

In forming an opinion of the value of the subject property by the Sales Comparison Approach, county deed records were searched for recent sales of comparable properties within the subject market area. Additionally, real estate brokers and appraisers active in the area were consulted as to their knowledge of properties currently offered on the market for sale which would be in competition with the subject property, if it were offered for sale on the open market.

The available market data was investigated, analyzed and compared to the subject property, taking into prime consideration the various similar and dissimilar characteristics, including terms of sale, and adjustments were applied accordingly in reaching the value conclusion of the subject property by the Sales Comparison Approach. No sales which were known to have occurred were arbitrarily disregarded. Only sales which were deemed not comparable, or could not be confirmed, or involved conditions not considered to represent fair market conditions, were deliberately omitted. The following is a map of the improved sales utilized in our analysis of the subject property.



SUMMARY OF IMPROVED SALES						
Sale	Property Address	Sale Date	Sq Ft	Sales Price	Site Size (AC)	Year Built
1	634 University Drive, Huntsville	9/26/14	1,240	\$50,000	0.14	1949
2	707 East Hwy 190, Huntsville	7/25/14	1,500	\$113,000	0.25	1961
3	907 10th Street, Huntsville	8/7/13	1,986	\$112,000	0.52	1950
4	907 Avenue I, Huntsville	7/8/13	1,005	\$58,500	0.17	1939
5	223 Blalock Street, Huntsville	5/15/13	1,080	\$50,000	0.26	1950
Sub	501 16th Street	N/A	1,832	N/A	0.27	circa 1950

Sale Number One is located at 634 University Drive, and is a **1,240 SF home** situated on a **0.14 acre site** that sold in **September 2014 for \$50,000**. Room count is 3-bed/1-bath and the home was in average condition at the time of sale.

The property was exposed to the market approximately 92 days.



634 University Drive, Huntsville
9/26/2014
1,240 SF 3-bed/1-bath

Sale Number Two is located at 707 East Hwy 190, and is a **1,500 SF home** situated on a **.25 acre site** that sold in **July 2014 for \$113,000**. Room count is 4-bed/2-bath and the home was completely updated and remodeled at the time of sale, and considered to be in good condition.

The property was exposed to the market approximately 103 days.



707 E Hwy 190, Huntsville
July 2014
1,500 SF 4-bed/2-bath

Sale Number Three is located at 907 10th Street, and is a **1,986 SF home** situated on a **0.52 acre site** that sold in **August 2013** for **\$112,500**. Room count is 4-bed/2.5-bath and the home was in above average condition at the time of sale.

The property was exposed to the market approximately 14 days.



907 10th Street, Huntsville
August 2013
1,986 SF 4-bed/2.5-bath

Sale Number Four is located at 907 Avenue I, and is a **1,005 SF home** situated on a **0.17 acre site** that sold in **March 2013** for **\$58,500**. Room count is 2-bed/1-bath and the home was in above average condition at the time of sale.

The property was listed on the open market for approximately 137 days.



907 Avenue I, Huntsville
July 2013
1,005SF 2-bed/1-bath

Sale Number Five is located at 223 Blalock Street, and is a **1,080 SF home** situated on a **0.26 acre site** that sold in **May 2013** for **\$50,000**. Room count is 2-bed/2-bath and the home was in average condition at the time of sale.

The property was listed on the open market for approximately 49 days.



223 Blalock Street, Huntsville
May 2013
1,080SF 2-bed/2-bath

Market Value Conclusion

The range in interior size of the previously discussed sales is from **1,005 SF to 1,986 SF**, with site sizes ranging from **0.14 acre to 0.52 acre**, and sales prices ranging from **\$50,000 to \$113,000**. After adjustment, the indicated values ranged from **\$60,800 to \$75,800**.

Based on the data available and presented, an estimate of the market value for the subject is made. All of the sales are located within a reasonable distance from the subject property. Therefore, as of **November 13, 2014**, a market value of **\$65,000** is concluded for the subject property.

RECONCILIATION

The quality of the data available for analysis in the Sales Comparison Approach (Improved Property) was considered to be adequate and sufficient amounts of information from sales similar to the subject were available for analysis. The Sales Comparison Approach was the only approach utilized.

The range of values indicated (rounded) was from **\$60,800 to \$75,800**, with a conclusion near the lower end of the range reasonable based on condition. Therefore, it is our opinion, the "As Is" Market Value of the Fee Simple Estate for, as of the effective date of November 13, 2014, is (rounded):

SIXTY FIVE THOUSAND DOLLARS

\$65,000

The Restricted Appraisal Report is for Client Use only, and the appraiser's opinions and conclusions set forth in the report may not be understood properly without additional information in the appraiser's workfile. Before entering into this agreement, the appraiser has established with the client that this type of report is appropriate for this property. We have informed the client concerning the restricted utility of the Restricted Appraisal Report.

ASSUMPTIONS AND LIMITING CONDITIONS

This report is subject to the following assumptions and limiting conditions:

- 1) No survey of the subject property was undertaken and the appraiser(s) assume no responsibility associated with such matters.
- 2) The value conclusion is based on the assumption of responsible ownership and competent management. The subject property is assumed to be free and clear of all liens, except as may be otherwise herein described. No responsibility is assumed by the appraiser(s) for matters legal in character, nor is any opinion on the title rendered, which is assumed to be good and marketable.
- 3) The information contained herein has been gathered from sources deemed to be reliable, but the appraiser(s) assume no responsibility for its accuracy. Correctness of estimates, opinions, dimensions, sketches and other exhibits which have been furnished and have been used in this report are not guaranteed.
- 4) The value rendered herein is based on preliminary analyses of the subject and market area. The market value is expressed in terms of the current purchasing power of the dollar.
- 5) Any leases, agreements or other written or verbal representations and/or communications and information received by the appraiser(s) have been reasonably relied upon in good faith but have not been analyzed for their legal implications. We urge and caution the user of this report to obtain legal counsel of his/her own choice to review the legal and factual matters, and to verify and analyze the underlying facts and merits of any investment decision in a reasonably prudent manner.
- 6) Appraiser(s) assume no responsibility for any hidden agreements known as "side reports," which may or may not exist relative to this property, which have not been made known to us, unless specifically acknowledged within this report.
- 7) This report is to be used in whole, and not in part. Any separate valuation for land and improvements shall not be used in conjunction with any other valuation and is invalid if so used. Possession of this report or any copy thereof does not carry with it the right of publication nor may the same be used for any purpose by anyone but the client without the previous written consent of the appraiser(s), and in any event, only in its entirety.
- 8) The appraiser(s), by reason of this report, are not required to give testimony in court with reference to the property unless notice and proper arrangements have been previously made therefore.

Assumptions and Limiting Conditions - Continued

- 9) Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media without prior written consent and approval of the author.
- 10) No subsoil data or analysis based on engineering core borings or other tests were furnished to us. We have assumed that there are no subsoil defects present that would impair development of the land to its maximum permitted use, or would render it more or less valuable. No responsibility is assumed for engineering which might be required to discover such factors.
- 11) The construction and physical condition of the improvements described herein are based on a site visit and provided plans & specifications. No liability is assumed by the appraiser(s) for the soundness of structural members since no engineering tests were conducted. No liability is assumed for the condition or adequacy of mechanical equipment, plumbing or electrical components. No responsibility is assumed for engineering which might be required to discover such factors. We urge the user of this report to retain an expert in this field.
- 12) Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated by-phenyls, petroleum leakage, or agricultural chemicals, which may or may not be present in or on the property, or other environmental conditions were not called to the attention of the appraiser(s) nor did the appraiser(s) become aware of such during the appraiser(s) visit. The appraiser(s) have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser(s), however, are not qualified to test such substances or conditions. If the presence of such substances as asbestos, urea formaldehyde, foam insulation or other hazardous substance or environmental conditions may affect the value of the property, the value estimate range is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto as to cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to detect or discover them. We urge the user of this report to retain an expert in the field of environmental impacts on real estate if so desired.
- 13) The projections of income, expenses, terminal values or future sales prices are not predictions of the future; rather, they are the best estimate of current market thinking of what future trends will be. No warranty or representation is made that these projections will materialize. The real estate market is constantly changing. It is not the task of the appraiser(s) to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future, and upon what assumptions of the future investment decisions are based.

Assumptions and Limiting Conditions - Continued

- 14) The client or user of this report agrees to notify the appraiser(s) of any error, omission or inaccurate data contained in the report within 15 days of receipt, and return the report and all copies thereof to the appraiser(s) for correction prior to any use.
- 15) The acceptance of this report, and its subsequent use by the client or any other party in any manner whatsoever for any purpose, is acknowledgment by the user that the report has been read and understood, and specifically agrees that the data and analyses, to their knowledge, are correct and acceptable.
- 16) This assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
- 17) The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more requirements of the act. If so, this fact could have a negative impact upon the value of the property. However, since we have no direct evidence relating to the issue of compliance, we did not consider possible noncompliance with requirements of ADA in forming an opinion of the value of the property.

ENVIRONMENTAL ASSUMPTIONS

This report is subject to the following environmental assumptions:

- 1) There is a safe, lead-free, adequate supply of drinking water.
- 2) The subject property is free of soil contamination.
- 3) There is no uncontained friable asbestos or other hazardous asbestos material on the property. The appraiser is not qualified to detect such substances.
- 4) There are no uncontained PCB's on or near the property.
- 5) The radon level is at or below EPA recommended levels.
- 6) Any functioning underground storage tanks (UST's) are not leaking and are properly registered; any abandoned UST's are free from contamination and were properly drained, filled and sealed.
- 7) There are no hazardous waste sites on or near the subject property that negatively affect the value and/or safety of the property.
- 8) There is no significant urea formaldehyde (UFFI) insulation or other urea formaldehyde material on the property.
- 9) There is no flaking or peeling of lead-based paint on the property.
- 10) The property is free of air pollution.
- 11) There are no wetlands/flood plains on the property (unless otherwise stated in the report).
- 12) There are no other miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site (excess noise, radiation, light pollution, magnetic radiation, acid mine drainage, agricultural pollution, waste heat, miscellaneous chemical, infectious medical wastes, pesticides, herbicides, and the like).

SCOPE OF WORK

Scope of Work is defined by the Uniform Standards of Professional Appraisal Practice as “the type and extent of research and analyses in an assignment.” Under the Scope of Work Rule, the appraiser must:

- identify the problem to be solved;
- determine and perform the scope of work necessary to develop credible assignment results; and
- disclose the scope of work in the report.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice, in a manner necessary to produce a credible result.

The problem to be solved is to determine the market value of the subject property (as improved), as of the effective date of the report, to assist the client for internal valuation purposes related to a potential acquisition. It has been agreed upon by the client that the presented restricted format will suffice for the indicated use.

This **Restricted Appraisal Report** has been prepared under Standards Rule 2-2(a) of an appraisal performed under Standards Rule 1 of USPAP. The value set forth herein was determined after application and analysis by the Sales Comparison Approach (Improved Property). Personal property was not included in the value conclusion.

This appraisal report presents limited data, descriptions, and discussions germane to the appraisal of the subject of this report. This appraisal included a visit to the subject of this report and comparable sales, and an analysis of the surrounding neighborhood with recognition of existing and future trends. Empirical information in the Area Data and Neighborhood Data was gathered from sources considered to be reliable, including governmental agencies and the Erwin & Associates market research department.

At the request of the client, we have utilized the Sales Comparison Approach to Value (Improved Property) as the sole value indicator.

Data was gathered based on a review of Walker County deed records, conversations with brokers in the surrounding area, and the market research database of Erwin & Associates. ***Texas is a non-disclosure state. Therefore, sales data available is limited to sales confirmed by associated parties.*** All sales information was verified with sources considered to be reliable.

Berry Erwin is the primary author of this report, and has view the interior/exterior of the subject improvements.

A copy of this report and the data included herein has been retained in our files.

Competency of the Appraisers

Berry Erwin is a Certified General Real Estate Appraiser with the State of Texas and has appraised numerous properties similar to the subject. Attention is invited to the qualifications of Mr. Erwin, which are presented in the addenda of this report.

Intended Use and Users

The client (Michele Thorn, of Sam Houston State University) represents that she intends to use the appraisal report for internal valuation purposes. The client also represents that the report will be used only by the client and is not to be relied on by other parties.

Type and Definition of Value

The type of value necessary to produce a credible result in this assignment is market value, whereby the value is to be the most probable price in terms of cash. **Market Value** is defined by the Office of the Comptroller of the Currency (12 CFR Part 34) as follows:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Exposure Time/Marketing Time

Assuming adequate exposure and normal marketing efforts; the estimated exposure time (i.e. the amount of time it would most likely take to sell the subject property if exposed in the market beginning on the date of this valuation) is estimated to be within six months.

Market Rent

Market Rent is defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 176 as:

"The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement including term, rental adjustment and revaluation, permitted uses, use restrictions, and expense obligations; the lessee and lessor each acting prudently and knowledgeably, and assuming consummation of a lease contract as of a specified date and the passing of the leasehold from lessor to lessee under conditions whereby:

1. Lessee and lessor are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their best interests.
3. A reasonable time is allowed for exposure in the open market.
4. The rent payment is made in terms of cash in United States dollars, and is expressed as an amount per time period consistent with the payment schedule of the lease contract.
5. The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.”

Date of the Appraisal Report

The preparation of this appraisal report was completed on November 28, 2014.

Effective Date of the Appraisal

The descriptions, analyses, and conclusions of this report for the subject site are applicable as of November 13, 2014, which is the date of our site visit.

Assignment Conditions

Assignment conditions include assumptions that affect the scope of work, other than those previously discussed in the “Assumptions and Limiting Conditions.”

Fee Simple Estate

This bundle of ownership rights refer to the "absolute ownership unencumbered by any other interest or estate subject only to the four powers of government."

Leased Fee Estate

The Leased Fee interest refers to "an ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others; the rights of lessor or the leased fee owner and leased fee are specified by contract terms contained within the lease."

Leasehold Estate

The Leasehold interest refers to "an interest held by a tenant with the right of use and occupancy conveyed by lease to others; the rights of lessor or the leased fee owner and leased fee are specified by contract terms contained within the lease."

Property Rights Appraised

The property rights appraised in this assignment are the Fee Simple Estate in the subject property. No title policy was submitted to the appraiser and reservations, if any, are unknown. If property rights differ from the above definitions, the value may be affected.

Assets Appraised

The assets appraised in this appraisal assignment are in the Fee Simple Estate. No moveable equipment or personal property was included in the valuation process.

No title policy was submitted to the appraiser and reservations, if any, are unknown.

If property rights differ from the above definitions, the value may be affected. Our value conclusions are subject to revision should a current title policy or survey indicate adverse easements or encroachments not visible during our site visit.

Environmental Conditions

No environmental report was available to us and no recent environmental tests were performed. Because we have no evidence to the contrary, we have assumed that the property is free of any material which would adversely affect the value, including, but not limited to, asbestos and toxic waste. Our value conclusions are subject to revision should these assumptions prove incorrect. We caution and advise the user of this report to obtain environmental studies which may be required to ascertain status of the property with regard to asbestos and other hazardous materials.

ADDENDA

Walker CAD eSearch

Property ID: 22459 For Year 2014

Map

g Property Details

Account

Property ID: 22459

Legal Description: BOETTCHER MILL, BLOCK 3, LOT 4, ACRES 0.27

Geographic ID: 2600-003-0-00400

Agent Code:

Type: Real

Location

Address: 501 EAST 16TH STREET TX

Map ID: 73

Owner

Owner ID: 21180

Name: BRADHAM CURTIS SR & GERTRUDE

Mailing Address: PO BOX 2781
CONROE, TX 77305

% Ownership: 100.0%

Exemptions: HS - HOMESTEAD
OV65 - OVER 65

g Property Values

Improvement Homesite Value: \$44,920

Improvement Non-Homesite Value: \$0

Land Homesite Value: \$5,480

Land Non-Homesite Value: \$0

Agricultural Market Valuation: \$0

Market Value: \$50,400

Ag Use Value:	\$0
Appraised Value:	\$50,400
HS Cap:	\$0
Assessed Value:	\$50,400

DISCLAIMER: The Appraisal District makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. Original records may differ from the information on this site and verification of information on source documents is recommended. Information relating to the current year should be considered a 'work in progress'. Prior year data is informational only and does not necessarily replicate the values certified to the tax office.

g Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	WALKER CO APPRAISAL DISTRICT	0.000000	\$50,400	\$50,400	\$0.00	
HC	Huntsville City	0.410600	\$50,400	\$38,400	\$56.04	\$56.04
HI	Huntsville ISD	1.210000	\$50,400	\$19,400	\$234.74	
WC	Walker County	0.658900	\$50,400	\$38,400	\$80.06	\$80.06
WH	Walker County Hospital District	0.153700	\$50,400	\$38,400	\$59.02	
Total Tax Rate: 2.433200 Estimated Taxes With Exemptions: \$429.86 Estimated Taxes Without Exemptions: \$1,226.33						

g Property Improvement - Building

Type: Residential **State Code:** A1 **Living Area:** 1,800.00sqft **Value:** \$44,920

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	RF1	WOOD	0	1,800.00
CPT1	CARPORT 1	RF1			1,300.00
PB2	PORTABLE BLDG 2	PB2		0	240.00
UT1	UTILITY 1	UT1		0	144.00
PB2	PORTABLE BLDG 2	PB2		0	288.00

g Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
HS	HOMESITE	0.27	11,761.20	0.00	0.00	\$5,480	\$0

g Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	\$44,920	\$5,480	\$0	\$50,400	\$0	\$50,400
2013	\$43,170	\$5,480	\$0	\$48,650	\$0	\$48,650
2012	\$43,170	\$5,480	\$0	\$48,650	\$0	\$48,650
2011	\$43,170	\$5,480	\$0	\$48,650	\$4,301	\$44,349
2010	\$43,070	\$5,480	\$0	\$48,550	\$8,233	\$40,317
2009	\$43,070	\$5,480	\$0	\$48,550	\$11,898	\$36,652
2008	\$27,840	\$5,480	\$0	\$33,320	\$0	\$33,320
2007	\$27,480	\$5,480	\$0	\$32,960	\$0	\$32,960

g Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
2/27/2012	WD	WARRANTY DEED	BRADHAM CURTIS SR & GERTRUDE	BRADHAM WILLIAM C JR & LINDA K	1014	204	1637

g Estimated Tax Due

NOTE: Indicated amount due may not reflect delinquent tax due beyond a 5 year history. Partial payments or contract payments may not be reflected. Quarterly payments according to Section 31.031 of the Texas Property Tax Code are not considered delinquent. For the most current tax due amount please contact the Appraisal District.

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees	Amount Due
2015	Huntsville City	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2015	Huntsville ISD	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2015	Walker County	N/A	N/A	N/A	N/A	N/A	N/A	N/A

2015	Walker County Hospital District	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2015 Total:		N/A	N/A	N/A	N/A	N/A	N/A
2014	Huntsville City	\$38,400	\$56.04	\$0.00	\$56.04	\$0.00	\$0.00	\$56.04
2014	Huntsville ISD	\$19,400	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	Walker County	\$38,400	\$80.06	\$0.00	\$80.06	\$0.00	\$0.00	\$80.06
2014	Walker County Hospital District	\$38,400	\$59.02	\$0.00	\$59.02	\$0.00	\$0.00	\$59.02
	2014 Total:		\$195.12	\$0.00	\$195.12	\$0.00	\$0.00	\$195.12
2013	Huntsville City	\$36,650	\$56.04	\$56.04	\$0.00	\$0.00	\$0.00	\$0.00
2013	Huntsville ISD	\$17,650	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	Walker County	\$36,650	\$80.06	\$80.06	\$0.00	\$0.00	\$0.00	\$0.00
2013	Walker County Hospital District	\$36,650	\$58.27	\$58.27	\$0.00	\$0.00	\$0.00	\$0.00
	2013 Total:		\$194.37	\$194.37	\$0.00	\$0.00	\$0.00	\$0.00
2012	Huntsville City	\$36,650	\$56.04	\$56.04	\$0.00	\$0.00	\$0.00	\$0.00
2012	Huntsville ISD	\$17,650	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	Walker County	\$36,650	\$80.06	\$80.06	\$0.00	\$0.00	\$0.00	\$0.00
2012	Walker County Hospital District	\$36,650	\$56.95	\$56.95	\$0.00	\$0.00	\$0.00	\$0.00
	2012 Total:		\$193.05	\$193.05	\$0.00	\$0.00	\$0.00	\$0.00
2011	Huntsville City	\$32,349	\$56.04	\$56.04	\$0.00	\$0.00	\$0.00	\$0.00
2011	Huntsville ISD	\$13,349	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	Walker County	\$32,349	\$80.06	\$80.06	\$0.00	\$0.00	\$0.00	\$0.00
2011	Walker County Hospital District	\$32,349	\$50.72	\$50.72	\$0.00	\$0.00	\$0.00	\$0.00
	2011 Total:		\$186.82	\$186.82	\$0.00	\$0.00	\$0.00	\$0.00
2010	Huntsville City	\$28,317	\$56.04	\$56.04	\$0.00	\$0.00	\$0.00	\$0.00
2010	Huntsville ISD	\$9,317	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2010	Walker County	\$28,317	\$80.06	\$80.06	\$0.00	\$0.00	\$0.00	\$0.00
2010	Walker County Hospital District	\$28,317	\$43.33	\$43.33	\$0.00	\$0.00	\$0.00	\$0.00
	2010 Total:		\$179.43	\$179.43	\$0.00	\$0.00	\$0.00	\$0.00
2009	Huntsville City	\$24,652	\$56.04	\$56.04	\$0.00	\$0.00	\$0.00	\$0.00
2009	Huntsville ISD	\$5,652	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

2009	Walker County	\$24,652	\$80.06	\$80.06	\$0.00	\$0.00	\$0.00	\$0.00
2009	Walker County Hospital District	\$24,652	\$37.82	\$37.82	\$0.00	\$0.00	\$0.00	\$0.00
	2009 Total:		\$173.92	\$173.92	\$0.00	\$0.00	\$0.00	\$0.00
2008	Huntsville City	\$21,320	\$56.04	\$56.04	\$0.00	\$0.00	\$0.00	\$0.00
2008	Huntsville ISD	\$2,320	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	Walker County	\$21,320	\$80.06	\$80.06	\$0.00	\$0.00	\$0.00	\$0.00
2008	Walker County Hospital District	\$21,320	\$32.77	\$32.77	\$0.00	\$0.00	\$0.00	\$0.00
	2008 Total:		\$168.87	\$168.87	\$0.00	\$0.00	\$0.00	\$0.00
2007	Huntsville City	\$20,960	\$56.04	\$56.04	\$0.00	\$0.00	\$0.00	\$0.00
2007	Huntsville ISD	\$1,960	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2007	Walker County	\$20,960	\$80.06	\$80.06	\$0.00	\$0.00	\$0.00	\$0.00
2007	Walker County Hospital District	\$20,960	\$33.54	\$33.54	\$0.00	\$0.00	\$0.00	\$0.00
	2007 Total:		\$169.64	\$169.64	\$0.00	\$0.00	\$0.00	\$0.00

DISCLAIMER: The Appraisal District makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. Original records may differ from the information on this site and verification of information on source documents is recommended. Information relating to the current year should be considered a 'work in progress'. Prior year data is informational only and does not necessarily replicate the values certified to the tax office.

BERRYMAN (BERRY) M. ERWIN, JR.

2310 Hickory Hollow Drive, Spring, TX 77386 – Work: (713) 264-1674 - berrymanerwin@sbcglobal.net

EXPERIENCE

2008-PRESENT

ERWIN & ASSOCIATES – Huntsville, Texas

Owner/Appraiser

- Perform multiple commercial/residential appraisals types throughout Texas (including multiple commercial property types, condemnation, multi-family, single-family, rural acreage, agricultural land, timber land, etc.)

2006-2008

O'CONNOR & ASSOCIATES – Houston, Texas

Associate Appraiser

- Performed commercial appraisals of various properties throughout the southeast U. S. (including HUD & HTC multi-family)
- Lead person for oil & gas, rural acreage and timber appraisals
- Proficient with Word, Excel, and Argus

2005-2006

ISLAND APPRAISAL COMPANY, Mililani, Hawaii

Associate Appraiser

- Served in the capacity as appraiser trainee, inspecting properties, researching sales information, and assisting in the drafting of appraisal reports

2002 – 2005

ERWIN & ASSOCIATES, HUNTSVILLE, TEXAS

Partner

- Performed appraisals of commercial, timber, farm/land, acreage, and residential properties in Walker County, as well as surrounding counties

1995 – 2005

B&D MOTORS, HUNTSVILLE, TEXAS

Owner

- Coordinated and managed all facets of automobile retail/wholesale dealership, including purchasing, sales, F& I, inventory, title work, taxes, and payroll

EDUCATION

1986 – 1987

University of Texas, Austin, Texas

1987-1992

Sam Houston State University, Huntsville, Texas, BBA in Marketing

State Certified General Real Estate Appraiser TX-1335374-G

MEMBER ORGANIZATIONS

Texas Small Business Association
SHSU Alumni Association
Appraisal Institute (Associate Member)
National Association of Master Appraisers

Southwest Four Wheel Drive Association
Texas Motorized Trails Coalition
Texas Off Road Club
Pi Kappa Alpha Fraternity Assoc. of Alumni

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

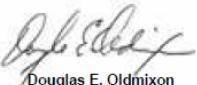
Number#: **TX 1335374 G**

Issued: **09/13/2013**

Expires: **09/30/2015**

Appraiser: **BERRYMAN MILLER ERWIN JR**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

Number: **TX 1335374 G**

Issued: **09/13/2013**

Expires: **09/30/2015**

Appraiser: **BERRYMAN MILLER ERWIN JR**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner

SHSU: Authorization for Amendment Number Eleven to Food Service Contract

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

The attached Amendment to the May 26, 2005 Food Service Contract (also attached) between Sam Houston State University and ARAMARK Educational Services of Texas, Inc. of Irving, Texas, be approved.

Explanation

In accordance with *Section 6.08* of the contract May 26, 2005 Food Service Contract between Sam Houston State University and ARAMARK Educational Services of Texas, Amendment Number Eleven provides for a board rate increase of an average of approximately four percent.

Sam Houston's future growth requires a strong food service program to meet the growing demands of the campus community. The proposed increases are based on the impact of increasing cost of goods, average annual employee wage increase of 2%, the significant increase in Health cost (Medical, Dental and Life) and other operating expenses.

The proposed increases are a reflection of student's expectations to provide a strong Food-Service program. Meal plans are the foundation of the Dining program. The structure, pricing and programs are designed to ensure the right mix of plans, improve the value and satisfaction to our customers and are consistent w/ CPI trends for the Food Industry.

The University's Administration has reviewed the proposed increases and determined they are reasonable, necessary, and in the best interests of providing a quality food service program on campus. Therefore, the Administration recommends this Amendment Number Eleven be approved.

A copy of the contract and proposed Amendment Eleven are included as an attachment.

AMENDMENT NUMBER ELEVEN TO FOOD SERVICE CONTRACT

The Agreement between Sam Houston State University ("University") and ARAMARK Educational Services of Texas, LLC ("Company") dated May 26, 2005, as amended, shall be further amended, effective June 1, 2015, as set forth below:

1. Article 6, **FINANCIAL PROVISIONS**, Paragraph 6.01, Board Plan Rates, shall be amended as follows:

"6.01 Board Plan Rates. The Contractor will prepare and serve meals to students or other persons participating in the Board Plan, and the University will pay the Contractor for Board Plans sold by the University to food service customers based upon the following rates:

These **mandatory** plans offer three options to SHSU students.

- * **Option 1.** \$13.32 per day [from \$12.76] All 20 meals, one meal per period, with \$175 worth of declining balance Bearkat express each semester. (From \$1,725.00 to \$1,800.00).
- * **Option 2.** \$12.87 per day [from \$12.33] Any 15 meals, one meal per period, with \$225 worth of declining balance Bearkat express each semester (From \$1,695.00 to \$1770.00).
- * **Option 3.** \$13.19 per day [from \$13.19] All Access/Unlimited, with \$125 worth of declining balance Bearkat express each semester (From \$1,805.00 to \$1,890.00).

Daily rates set forth above include declining balance amounts and are based on a minimum of 113 billing days / semester average.

These **voluntary** plans offer additional flexibility.

- A. Bearkat Flex - \$7.54 per day [from \$7.54]. A block of 90 meals with \$300 of declining balance Bearkat express each semester. (From \$990 to \$990.00, a 0% increase).
- B. BearKat Value - \$5.77 per day [from \$5.54] A block of 60 meals with \$300 of declining balance Bearkat express each semester. (from \$720 to \$750.00 a 4.17% increase).
- C. Bearkat Lite - \$4.00 per day [from \$3.89] A block of 30 meals with \$300 of declining balance Bearkat express each semester. (from \$510 to \$525.00, a 2.94% increase).

Daily rates above include declining balance amounts and are based on a minimum of 113 billing days / semester average."

2. Article 6, **FINANCIAL PROVISIONS**, Paragraph 6.02, Casual Meals, shall be amended as follows:

“6.02 Casual Meals. The Contractor will provide casual meals not to exceed the following rates:

	<u>From</u>	<u>To</u>	<u>% Increase</u>
Breakfast	\$ 6.95	<u>\$ 7.25</u>	4.32%
Lunch	\$ 8.25	<u>\$ 8.50</u>	3.03%
Sack Lunch	\$ 8.25	<u>\$ 8.50</u>	3.03%
Dinner	\$ 8.95	<u>\$ 8.95</u>	0%
Special	\$ 10.95	<u>\$10.95</u>	0%

3. Article 6, **FINANCIAL PROVISIONS**, Paragraph 6.03, Summer Camp, shall be amended as follows:

“6.03 Summer Camp. Contractor shall charge a rate of \$24.95 (0% increase) per person, per day, for meals furnished for University-sponsored camps.”

4. Article 6, **FINANCIAL PROVISIONS**, Paragraph 6.04, Athletic Pre-Season Training Camp, shall be amended as follows:

“6.04 Athletic Pre-Season Training Camp. Contractor shall charge a rate of \$28.50 (0% increase) per person, per day, for meals furnished for athletic pre-season training camps.”

[SIGNATURE PAGE TO FOLLOW]

All other terms and conditions of our Agreement dated May 26, 2005, shall remain in full force and effect.

Signed and dated this _____ day of _____, 2015.

ATTEST:

ARAMARK Educational Services
of Texas, LLC ("Company")

By: _____
Barbara Flanagan, Vice President

[SEAL]

Examined, approved and recommended:

Dr. Dana G. Hoyt, President
SAM HOUSTON STATE UNIVERSITY

Chairman
Local Committee

ATTEST:

Chancellor
The Texas State University System

Chairman, Board of Regents
The Texas State University System

SAM HOUSTON STATE UNIVERSITY FOOD SERVICES CONTRACT

THIS AGREEMENT is entered into between SAM HOUSTON STATE UNIVERSITY, a state-supported institution of higher education located in Huntsville, Walker County, Texas, a member of the Texas State University System ("University") and ARAMARK Educational Services of Texas, Inc., with offices located at Coppell, Texas ("Contractor").

1. PURPOSE

1.01 University engages Contractor to provide University with a full-service food service activity to include the following features:

1. Food services for University residence hall students;
2. Innovative food services for the Lowman Student Center and South Paw Dining Food Court and
3. Food services for University sponsored events, meetings, gatherings and public events (principally catering).

The Contractor will be the sole food service vendor for the University, including board plans, restaurant activities and catered events, so long as this Agreement is in effect. This provision does not apply to food and beverages provided by persons for their own consumption [such as, but not limited to, personal "sack" lunches, certain holiday gatherings, etc.] on the University campus, to food and beverages dispensed in vending machines (candy/bottled drinks/chips style of foods) or to the food and beverage services in the Johnson Coliseum, Bowers Stadium, Baseball/Softball Complex, CJ's on the Concourse, Gibb's Ranch, Walker Education Center, the Bill Blackwood Law Enforcement Training Building (LEMIT Building) or locations away from the main University campus in Huntsville, Texas.

- 1.02 Contractor will, when possible, become involved in the academic, social, and cultural environment of University.
- 1.03 The parties acknowledge to each other that the obligations required by this Agreement constitute valuable consideration.
- 1.04 All appendices referenced in this Agreement, whether or not attached hereto, are incorporated herein for all purposes.

2. FACILITIES

2.01 Operations. Contractor shall provide expert food services in and to the following facilities and areas:

1. Cafe Belvin Cafeteria;

2. South Paw Dining Food Court;
3. LSC facilities, including, but not limited to, the Pawprint, C-Store, Cyber Confections, and ancillary areas within the Lowman Student Center or their successors; and
4. Catering activities both on and off the University campus.

- 2.02 Hours of Operation. The performance of the contract will conform to the University calendar for both academic purposes and summer camp purposes. More detailed hours, subject to reasonable change with concurrence of the University, are located in Appendix A hereto attached.

3. TERM

- 3.01 Contract Term. This Agreement shall commence on June 1, 2005 and terminate on May 31, 2015. A "Contract Year" will be the period of June 1 to the following May 31. Each quarter will be determined by the successive three-month periods beginning on June 1.
- 3.02 Contract Modification. The parties may modify this Agreement in writing only signed by their respective authorized representatives.
- 3.03 Termination for Cause. Either party may terminate this Agreement for failure to perform pursuant to this Agreement by providing 120 days written notice; *provided, however* that in the event that such failure to perform is cured within this 120 day period, this Agreement shall not terminate, and *provided further* that the Contractor may not terminate prior to the end of a semester.
- 3.04 Termination by Choice. Either party may terminate this Agreement for any reason effective on May 31 of any Contract Year; *provided, however*, that the terminating party gives the other party written notice of its intent to terminate no later than the preceding March 1st.
- 3.05 Conclusion of Business. Upon the termination of this Agreement, the Contractor will vacate the University's property and will restore the property, together with all equipment furnished by the University, to the same condition as at the commencement of this Agreement, except for ordinary and reasonable wear and tear and loss or damage caused by events beyond the Contractor's control. The Contractor and the University will jointly conduct a closing inventory, and the Contractor will replace or repair all lost, damaged, or destroyed University-supplied equipment, excluding loss or damage caused by events beyond Contractor's control.
- 3.06 Contract Renewal. Upon mutual agreement of both parties, the University may extend this Agreement on the same terms and conditions for a period not to exceed two (2) years after the contract term as defined in Section 3.01.

4. RIGHTS AND OBLIGATIONS OF UNIVERSITY

- 4.01 Contract Administrator. University designates the Associate Vice President for Finance and Operations as the Contract Administrator.
- 4.02 University Obligations. University assumes the following responsibilities under this Agreement:
1. **Non-Communication Utilities:** The University will furnish all heat, water, electricity, gas

and/or air conditioning necessary for the efficient operation of the food service facilities at the University's expense. The University shall not be liable for any loss that may result from the interruption or failure of any such utilities or services, unless such loss is the direct result of the University's negligence or willful misconduct. The Contractor may specify reasonable utility requirements, which University may provide. However, the University shall not be required to provide or pay for the installation of additional electrical lines, plumbing, drains, fans, duct work, etc., the provision of which shall be the sole responsibility of the Contractor (with prior written consent of University).

2. **Communications:** The University will make available the University telecommunications and mail services, just as they are available to any department within the University, and the Contractor will be billed accordingly.
3. **Parking:** The University shall make parking on campus available to the Contractor's employees, just as this service is available to any University employee, and at the same cost and assignment method.
4. **Space:** The University will provide reasonable office space for Contractor's supervisory personnel and business office staff other than that provided in the usual cafeteria areas.
5. **Security:** The University Police Department will provide security service in the same manner provided for other campus buildings; special security services may be provided upon request with Contractor agreeing to fully reimburse University for such services. However, the Contractor shall not, except in physically dangerous or other emergency situations, summon public emergency services except through the University Police Department. The Contractor shall not seek to have students or employees of the University who are suspected of theft arrested by public authorities without prior consultation with the University Police Department.
6. **Trash Removal/Receptacles:** The University will provide trash and garbage receptacles in the vicinity of the cafeteria or other facility being operated by Contractor and shall be responsible for the removal of garbage and dry trash from these exterior receptacles. Contractor shall empty trash and garbage from the cafeterias or other facilities into these exterior receptacles. Contractor will not dispose of chemicals through these receptacles, or any other method on the University campus, without prior approval of the Director of Physical Plant or his appropriate designee.
7. **Provision of Facilities:** The University will provide the Contractor with the exclusive use of the University's dining and kitchen facilities in the food service areas; with all equipment and office space currently in these areas; and with reasonable access to those areas. Except as otherwise provided in this Agreement, the University is not obligated to furnish additional office, kitchen, or dining facilities or equipment not in place at the beginning of this Agreement. The University may, however, make physical alterations and improvements to its property.
8. **Approval of Food Service:** The University will evaluate and must approve all prices for food sold on a cash basis, and may evaluate and approve food portions and the type of service in each food service area. A catering manual describing offerings and prices must be approved by the University prior to any catering service. Changes to catering prices and offerings must have prior University approval.

9. **Food Service Committee:** The University may appoint a food service committee, which may consist of the existing Resident Assistant Food Evaluation committee and/or others, to evaluate the food services provided under this Agreement. The University may require that any complaint or request for a change in service, facilities, or equipment by a food service customer, or by the Contractor, be first submitted to the Food Service Committee.
10. **Special Events:** Provided it does not interfere with Contractor's responsibilities, the University may use the food service areas for events, conferences, or other special or unusual purposes other than food service. The Food Service Director and the University will mutually establish such time or period of availability. At the completion of such use of the facilities by the University, the University will be responsible for all janitorial and maintenance service required to restore the facilities to a condition mutually satisfactory and acceptable to Contractor for the next meal service.
11. **Student Participation:** The University will adopt rules, regulations, and procedures governing student participation in food service at the University, including but not limited to the following:
 1. All freshmen students living in University owned residence facilities will participate in the board plan program.
 2. The University will issue identification cards to all students participating in the board plan program. The identification card will contain a photograph of the student and will be non-transferable.
 3. The University will require students participating in a board plan program to present the identification card prior to obtaining meals provided under the board plan program.
 4. The University will require that students remove to locations designated by the Contractor their own trays, dishes, and utensils at the completion of their meals.
12. **Sales Taxes Collected:** The University will be responsible for payment of sales taxes on all monies collected by the University *other than* Bearkat Express, which shall remain responsibility of Contractor. Contractor shall be responsible for all sales taxes and other taxes directly collected or owing by Contractor.
13. **Maintenance and Repair:** The University shall be responsible for the maintenance and repair of University owed equipment, furniture, plumbing and electrical fixtures including the testing and charging of fire suppression equipment, the cleaning of grease traps, and the cleaning of drains beyond the grease traps unless caused solely by the negligence or willful misconduct of the Contractor.
14. **Access System:** University will provide the customer identification card system, including cards, card readers, and necessary computer support.
15. **Pest Control:** University shall provide a combined a coordinated pest control system at its cost.

4.03 University Rights. University reserves the right to review those management decisions by

Contractor which may affect University's public image or programs. These decisions include but are not limited to uniforms and similar such public image impressions.

- 4.04 University Approval of Subcontractors. Contractor shall obtain written consent from University prior to contracting with a subcontractor and any such contract shall be subject to the terms and conditions prescribed by University, if any. University's consent shall not be unreasonably withheld. This provision is not meant to require such approval for the use of other purveyors or suppliers by Contractor for certain limited duration functions.
- 4.05 Proprietary Rights. All proprietary information disclosed by University to Contractor shall be held in confidence and shall be used only in the performance of this Agreement. Contractor does not forfeit its proprietary interest in trademark or copyright products, operating systems, or financial, statistical, personnel or operating information by virtue of this Agreement. Except as otherwise required by applicable law (and then only to the extent required by applicable law), University shall not disclose any proprietary information of Contractor.
- 4.06 Waiver of Rights. No delay or failure of either party to enforce any provision of this Agreement shall constitute a waiver or limitations of such party's rights under this Agreement.

5. RIGHTS AND OBLIGATIONS OF CONTRACTOR

- 5.01 Independent Contractor. The Contractor is an independent contractor, not an employee, of the University. Contractor's acts or representations with respect to third parties are not binding upon the University.
- 5.02 Contractor's Obligations. Contractor agrees to the following obligations and shall assume responsibility for all expenses and costs related to them:
1. **Food Service, In General:** The Contractor will provide food service for the University's students, faculty, staff, and visitors at the times and locations ("food service areas") described at Appendix A.
 1. Form of Service. All regular board plan meals will be served cafeteria style, except such special occasion meals as may be mutually agreed upon by the University and the Contractor, when the service may be another form of service.
 2. Periods of Service. The Contractor will provide regular board plan service during those periods in which the University's residence halls are open for occupancy. There will be no regular board plan service during University holiday and recess periods. However, the Contractor will make available catering services for special events and activities during University holiday and recess periods and other periods as mutually agreed to by the parties.
 3. Servings. Unlimited servings will be available on all items, except prime entrees served during steak dinners or special theme meals, and students will have the opportunity to select as many entrees and vegetables as desired. The University's Contract Administrators on an "as needed" basis may modify serving practices. The University will have the option of two steak dinners and one special theme meal each month or one steak dinner and two special theme meals each month, or other mutually agreeable variations thereof.

4. Grab and Go. The Contractor will provide appropriate facilities and carrying containers to allow students to "grab and go" with their meals if they so desire, including hot/cold containers, beverage containers and appropriate condiments. However, it is not expected the contractor allow the students to return into the cafeteria after one entrance (i.e., unlimited "returns" are not expected in this limited case.)
 5. Late Evening- Café Belvin. The Contractor will provide late evening meal accessibility in Café Belvin Cafeteria to all students on the meal plan, subject to prior use earlier in the evening by the students. Meals shall be served until 9:00 p.m. Menu patterns shall be agreed by the University and Contractor in advance.
 6. Branded Concepts. Contractor will provide major branded concepts to the Paw Print area of the LSC and in the South Paw Dining Food Court , including a major national hamburger chain offering and a major national pizza chain offering subject to approval of University.
2. **Food Service, Special Functions:** In addition, the Contractor will provide food service for special functions, parties, teas, coffees, receptions and dinners at the request of the University, University groups, or off-campus organizations approved by the University. When a special function takes the place of a regular meal, the Contractor will only charge for food and labor in excess of that which would ordinarily be supplied for the regular meal.
 3. **Exclusive Pouring Rights:** During the life of the contract, if the University should enter into an exclusive contract with a soft drink company related to the dispensing, sale, and advertising and promotion of soft drinks at the University, the Contractor agrees to comply with the requirements of the contract both for beverage vending and pouring rights on campus.
 4. **Alcohol Beverage Service:** The Contractor will be the sole server of alcoholic beverages on campus. No service will be rendered without prior approval of the University President and compliance with SHSU policy regarding the service of alcohol.
 5. **Risk of Loss:** The Contractor shall bear all risk of loss or damage to inventory, equipment and other properties while in transition to or from the food service operation or within the premises for operations; provided, however, that the University shall be responsible for any loss or damage suffered by Contractor as a direct or indirect result of the acts or omissions of the University, its employees, agents or other independent contractors. Risk of loss includes all loss of monies, inventory and supply pilferage, theft, robbery and similar such losses.
 6. **Uniforms:** Contractor shall provide uniforms for Contractor's personnel and in consultation with University.
 7. **Workmanship:** Contractor shall perform the duties, functions and all other work in a good and workmanship manner to the standard satisfaction of University and in conformance with the attached "Food Service Specifications" (Appendix B).
 8. **Reporting of Maintenance Problems:** Contractor shall report any hazardous condition and all items in need of repair, including, but not limited to, leaky faucets and drain stoppages, discovered by ARAMARK in the ordinary course of its day to day business.

9. **Use of Physical Plant Services:** If Contractor desires the use of University Physical plant services, such services shall be billed to the Contractor at University's normal rates. This provision does not apply to contractually required University physical plant services, such as normal maintenance and repairs.
10. **Compliance with Codes:** Contractor shall abide by all applicable State and Federal laws and all sanitation, safety and fire codes, regulations and other ordinances pertaining to the Contractor's operations at the University.
11. **Chemicals & Supplies:** Chemicals, cleansers, materials and supplies shall only be used by Contractor that meet with the specifications or approval of the University and/or Federal standards.
12. **Management Review:** Contractor shall provide supervisory personnel to assure quality control during all scheduled activities and shall have the food service director or his designee daily spot check activities to ensure the food service activities are being performed as per contract specifications.
13. **Key Deposit:** Contractor shall pay a nominal, refundable deposit and shall be responsible for the control of keys issued by the University and the security of those areas provided for Contractor's use. The University shall be responsible for the costs of re-keying and replacing lock cylinders when the University initiates such activity. Contractor shall be responsible for the costs of key replacement, re-keying, or lock replacement when the Contractor's negligence requires such work.
14. **Required Insurance:** Contractor shall maintain the following insurance:
 1. Worker's Compensation Insurance;
 2. Comprehensive Bodily and Property Damage Insurance, (including bodily injury and property damage caused by motorized vehicles, individual injury or death, and/or property damage in any one accident, with limits of at least one million dollars (\$1,000,000.00) per occurrence);
 3. Business Interruption and Casualty Insurance and General Liability Insurance, including premises and operations, blanket contractual, fire damage, products and completed operations, and personal and advertising injury in an amount of \$1,000,000 combined single limit for injury or death of any person(s) and property damage. Contractor shall purchase such insurance from a company authorized to do business in Texas, and Contractor shall provide the University with certificates evidencing proof of such insurance. Such policies shall contain a covenant that the insurance company shall provide thirty days written notice to University before cancellation of such policy (ies). Such policies shall be primary and non-contributing with any insurance carried by the University; and
 4. Employee Dishonesty Coverage.
15. **Assurance of Performance:** Contractor shall maintain to the University's benefit a letter of credit or a performance bond, renewable each year at the option of the University, in the

amount of \$500,000.00 annually. Should the Contractor elect to furnish and maintain a performance bond, the bond shall be executed by a corporate surety or sureties authorized to do business in Texas and executed on forms approved by the Attorney General of Texas.

16. **Taxes and Fees:** Contractor shall pay all Federal, State and local taxes (including income, sales and any other form of taxation or assessment) and all license and permit fees, other than sales taxes collected and remitted by University, associated with services provided by the Contractor to the University. Any associated citations, fines, and/or penalties assessed as a result of the specific food service program provided by the Contractor will be the responsibility of the Contractor.
17. **Cleanliness and Sanitation:** The Contractor will conduct its operations in a sanitary manner, and will do the following:
 1. Keep all premises in which it performs any of its obligations, including all furnishings, fixtures, and equipment, in a clean and sanitary condition.
 2. Prevent the creation of objectionable noise and the emission of offensive odors.
 3. Promptly replace all loss and breakage not caused by University's negligence or willful act.
 4. Maintain and routinely clean the inside surfaces of front doors, glass wall partitions, restrooms, walls and ceilings, loading docks, and floors in food service areas. This cleaning will include stripping and waxing floors at the minimum rate of three times per year (preferably during the December break, May break, and August break) at all facilities.
 5. At the end of this Agreement, return to the University all University owned property in as good condition as at the beginning of this Agreement with the exception of reasonable wear and tear and loss or damage due to causes beyond the control of Contractor.
18. **Shipments and Deliveries:** The Contractor will accept delivery of all shipments and merchandise for its operations at its sole risk. The Contractor will promptly unload and store all shipments delivered to the Contractor on University property. The Contractor will not permit deliveries except during normal business hours and to those areas designated by the University.
19. **Energy conservation:** The Contractor will cooperate with the University in developing and implementing measures to conserve energy.
20. **Requests of Food Service Committee:** The Contractor will comply with all reasonable requests and suggestions from the University's food service committee, provided in paragraph 4.02(9).
21. **Additional Services:** In addition to the above services the Contractor will provide the University with food and beverages for University related functions at the request of the University at no charge to the University for an aggregate amount per contract year not to exceed \$50,000. If the value of such services in a single Contract Year exceeds \$50,000, the University will reimburse the Contractor for the Contractor's invoices of such services

in excess of \$50,000.

22. **Food and related costs:** The Contractor will provide and pay for, at Contractor's expense, all food in accordance with the food service specifications described in Appendix B. Contractor will purchase and pay for all food and related supplies utilized in the food service operation. Contractor agrees that its Director of Food Service at the University will use sound business judgment when making purchasing decisions to best meet the objectives of this Agreement. When possible, buying from local food purveyors should be considered.
 23. **Laundry and Supplies:** Contractor shall provide all laundry, paper products and kitchen supplies for its personnel.
 24. **Wet Garbage and Trash:** If necessary, Contractor shall provide for separation of wet garbage and dry trash, and removal of wet garbage.
 25. **Replacement of Serving Materials:** Contractor will provide replacement of lost or damaged china, silverware, glassware, trays, and all other kitchen and serving equipment necessary to maintain the University's inventory of those items. The parties will agree upon a thorough listing of the University's inventory, sign it, and at least annually, update it. All property listed in the University's inventory belongs to, and will continue to belong to, the University.
 26. **Miscellaneous Costs:** Contractor shall provide vehicle costs, postage, and light bulbs. Contractor will coordinate with the University's pest control efforts and utilize the University's pest control contractor. However, such pest control cost shall be a cost of University.
 27. **Negligent Acts:** Contractor shall provide repairs or replacements of University-owned equipment, furniture, plumbing, and electrical fixtures damaged by Contractor's negligence or willful act. This will include clearing stopped drains caused by grease or other foreign matter lodged in the area between the grease traps and the food service area.
 28. **Alterations:** Except as otherwise provided in this Agreement, the Contractor will not make any alterations to any University facilities or property without the written approval of the University. All alterations or modifications approved by the University will be the responsibility of the Contractor unless the parties agree in writing otherwise.
- 5.03 Work Evaluation. Contractor may inspect the facilities with a designated representative of the University for the purpose of evaluating the level of work being performed by the Contractor. A formal evaluation report will be completed as necessary and signed by representatives of Contractor and University.
- 5.04 Staffing. Contractor agrees to the following at its direct cost:
1. The University shall have the right to interview and approve the qualifications of any person whom the Contractor proposes to appoint as Contractor's Food Service Director (or similar such title). The Contractor shall reassign any of its employees from positions having direct contact with University personnel or students when the University so requests, provided that such requests shall be only on the grounds that continued contact with University personnel or students would be detrimental to the University's public

relations. The Contractor shall dismiss from employment or reassign any of its employees whose job performance is detrimental to the University's relationship with the public, and the Contractor shall consider the opinions of the University in taking such actions.

2. Contractor shall maintain at all times a staff of experienced and qualified employees in **sufficient numbers** for efficient performance of the requirements of this Agreement. Contractor shall ensure that its employees will perform their services in a proper, workmanlike, and dignified manner befitting an institution of higher education.
3. Contractor shall give preference to currently enrolled University students in filling part-time staffing requirements.
4. Contractor shall comply with all University policies and Federal and State laws, rules, and regulations concerning nondiscrimination in employment.
5. The Contractor shall provide, at Contractor's expense, employee benefits and wage/salary scales at least comparable to existing benefits and wage rates at University's Food Services and shall pledge to retain existing employees of food service contractor for a reasonable time period (subject to dismissal for cause).

5.05 Provisions Relating to Contractor's Personnel.

1. **Management:** The Contractor will provide management expertise in the field of institutional food services sufficient to perform its obligations, including the services of a registered dietician.
2. **Employment:** The Contractor will list job vacancies with the University's personnel office, and will post notice of such vacancies in the food service areas and such other areas as directed by the University. The Contractor will notify the University at least fourteen days in advance of any significant number of Contractor-initiated personnel changes.
3. **Use of University Facilities:** The Contractor's management and employees will have the right to use only those University facilities that are necessary to perform the Contractor's obligations and will not have access to any other facilities of the University without the University's permission.
4. **Employment by Other Party:** The University acknowledges that the Contractor has invested considerable amounts of time and money in training its supervisory employees in the systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to the Contractor's manner of conducting its business and that such information is available on a confidential basis, to the Contractor's employees. Therefore, the University agrees that supervisory employees of the Contractor will neither be hired by the University for the term of this Agreement and six (6) months thereafter, nor will the University permit supervisory employees of the Contractor to be employed on the University's premises for a period of six (6) months subsequent to the termination of the Agreement (unless such employees were formerly employees of the University). For the purposes of this prohibition, "supervisory employee" shall be defined as those persons who have directly or indirectly performed management or professional services on the University's premises at any time during the twelve (12) month period immediately preceding termination of this agreement.

5. **Health Examinations:** The Contractor will have all of its employees assigned to duty at the University submit to periodic health examinations at least as frequently as required by law. The Contractor will, upon request by the University, submit satisfactory evidence of compliance with health regulations.
 6. **Personnel Costs:** Personnel costs, including compensation, payroll costs, supervisory employees' relocation expenses, and fringe benefits of Contractor employees assigned to duty on the University's premises shall be borne by Contractor.
 7. **Personnel Actions:** If Contractor incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by University or by Contractor at the direction of University, which action Contractor would not have taken but for University's direction, University shall reimburse Contractor for such costs.
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- 5.06 Environmental Health and Safety. Contractor shall, at its direct cost, comply fully with all applicable Federal and State laws, rules, and regulations concerning environmental health and safety. Contractor shall permit inspections by the University's safety officers, and Contractor shall comply in a timely manner with all directives issued by the University concerning environmental health and safety.
 - 5.07 Access to Facilities. Contractor shall permit the Contract Administrator or other University-authorized representative to inspect any and all areas during normal operating hours, and at any time in the event of an emergency.
 - 5.08 Labor Relations. Contractor will be solely responsible for the conduct and the performance of its personnel. Contractor shall be solely responsible for its own labor relations with any trade or union representative and shall negotiate and adjust all disputes between itself and its employees or any union representing its employees. Contractor shall comply fully with all applicable Federal and State laws, rules, and regulations concerning employment and labor relations.
 - 5.09 Contractor Use of University Property. The University shall retain title to all property, which it furnishes to the Contractor upon the commencement of this Agreement. Contractor shall use such property only in the performance of this Agreement unless the Contract Administrator authorizes otherwise in writing.
 - 5.10 Security. The University shall provide Contractor with routine, general police security in accordance with similar University security procedures elsewhere on the University campus. The University will provide any additional security that the Contractor requires at the Contractor's sole cost and expense at rates customary for such services. The Contractor shall not employ its own security staff. Contractor shall comply with University policies concerning criminal or other improper conduct, and Contractor shall report all such incidents to the Contract Administrator. Except when an emergency condition requires otherwise, Contractor shall summon the University's Police Department for all public emergency situations.
 - 5.11 Cooperation with University Employees and other University Contractors. Contractor shall cooperate fully with other contractors of the University, with University employees, or with employees of other persons or firms having business with the University as may be required by the circumstances or as the University directs.
 - 5.12 Customer Input. Contractor shall cooperate with efforts designed to generate input from the

University's residents including, but not limited to, cooperation with a University advisory committee or market research. Section 51.945 Texas Education Code requires student participation in the award of food service contracts. The University will provide students with the reasonable opportunity to appear before any food service selection committee that is selecting a food service provider or deciding to retain a food service provider at the institution. The Contractor is required to periodically hold meetings or forums to provide the students at the institution with a reasonable opportunity to discuss the performance of the Contractor. A representative of the Contractor is required to attend committee meetings.

- 5.13 Indemnity. To the extent permitted by applicable law, each party hereto agrees to indemnify and hold harmless the other party and its officers, agents, and employees (including but not limited to the Board of Regents of the Texas State University System) from and against claims, actions, causes of action, costs, injuries, damages, liabilities and expenses, including reasonable attorney's fees and court costs, for bodily injury, including death, or property damage arising solely out of any negligent act or failure to act, or willful misconduct of the indemnifying party or any of its officers, agents or employees in performing the services under this Agreement.
- 5.14 Liens. Contractor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to Contractor.
- 5.15 Publicity. Contractor shall not, without the prior written approval of the University in each case, publicize or advertise in any form the fact that it is providing services to the University; *provided, however,* that Contractor may list the University on a routine client list for matters of reference.
- 5.16 Drug Free Workplace. Contractor will provide a drug-free workplace in compliance with Public Law 100-690, Title V, Subtitle D, of the Drug-Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession and use of a controlled substance is prohibited on the premises of the University or any of its facilities. Contractor will discipline any of its employees who violate this prohibition up to and including termination of employment. All of Contractor's employees, as a condition of employment, will be required to comply with this policy.
- 5.17 Use of Historically Underutilized Businesses: In accordance with Chapter 2161 of the Texas Government Code and Texas State University System policy, the Contractor shall make good faith efforts to assist Historically Underutilized Businesses (HUB's) to compete for and receive subcontracts that Contractor awards to businesses with funds received under this Agreement. Contractor shall provide a detailed description of company HUB utilization history and HUB Plan, its diversity policy; and its executive, managerial and workforce diversity profile.

6. FINANCIAL PROVISIONS

- 6.01 Board Plan Rates. The Contractor will prepare and serve meals to students or other persons participating in the Board Plan, and the University will pay the Contractor for Board Plans sold by the University to food-service customers based upon the following rates:
1. \$ 7.197 per person per day for persons regularly entitled to seven-day food service per week, Monday breakfast through Sunday lunch (7 x 20 plan). This plan includes \$155 in bonus Bearkat Express.
 2. \$ 7.197 per person per day for persons regularly entitled to seven-day food service per week, 15 meals per week, (7 x 15 plan). This plan includes \$100 in bonus

Bearkat Express

3. \$ 7.197 per person per day for persons regularly entitled to seven-day food service per week, ten meals per week (7 x 10 plan). This plan includes \$100 in bonus Bearkat Express
4. \$ 4.586 per person per day for persons regularly entitled to seven-day food service per week, 5 meals per week (7 x 5 plan). This plan includes \$100 in bonus Bearkat Express.

6.02 Casual Meals. The Contractor will provide casual meals at the following rates:

Breakfast	\$ 4.98
Lunch	\$ 5.98
Sack Lunch	\$ 5.98
Dinner	\$ 6.50
Special Meals	\$ 7.92

6.03 Summer Camp. Contractor shall charge a rate of \$ 16.87 per person per day for meals furnished for University-sponsored camps.

6.04 Athletic Pre-Season Training Camp. Contractor shall charge a rate of \$ 20.11 per person per day for meals furnished for athletic pre-season training camps.

6.05 Branded Concepts. Should the concept be adopted by mutual consent of both parties, the Contractor shall collect all cash receipts from operations provided under Contractor's Branded Concepts. Contractor shall pay monthly a commission to the University of twelve and one-half Percent (12.5%) of Branded Concepts net receipts ("net receipts" are defined as gross receipts less applicable State and local sales taxes).

6.06 Cash Sales. The Contractor will run all cash sales through cash registers and to furnish, on reasonable request, the University with duplicate receipts of all cash and charge sales. By the tenth of each month, the Contractor will provide the University with a summary of all cash sales during the preceding month.

6.07 Basis for Determining Amounts Due Contractor. At the beginning of each semester, the University will furnish the Contractor with a list of all persons entitled to meals under the Board Plan, and the University will advise the Contractor weekly in advance of any changes in the list. The amount due the Contractor under the Board Plan is the "Contractor's Entitlement". The Contractor will invoice the University for the Contractor's Entitlement based on the number of persons listed on the Board Plan list each Monday morning before the breakfast meal. No credit will be given missed meals and partial days are considered full days for billing purposes.

6.08 Adjustments in Rates. In order to maintain the provision of food service to the University on a sound financial basis, the University and the Contractor will negotiate in good faith, for any Contract Year to begin on or after June 1, 2006, increases in the rate set forth in Sections 6.01 through 6.06. The Contractor must give the University notice of a request to negotiate any such increases no later than December 1 for eligible proposed increases to be effective with the next succeeding Contract Year (i.e., on the following June 1). Both parties will consider, in good faith, the percentage increase in the Food and Beverage element of the Consumer Price Index published by the Bureau of Labor Statistics, U.S. Department of Labor, for urban consumers ("CPI-U") in the

South when determining the rate increases contemplated by this Section 6.08.

- 6.09 Renegotiation. The financial terms set forth in this Agreement are based on conditions in existence on the date Contractor commences operations, including by way of example, University's student population; labor, food and supply costs; and federal, state and local sales, use and excise taxes. In the event of a change in conditions, the financial terms shall be renegotiated on a mutually agreeable basis to reflect such change.

Notwithstanding anything contained herein to the contrary (including the limitation set forth in paragraph 6.08), the Board Plan rates set forth in paragraph 6.01 are based on the federal and state minimum wage laws in effect as of the date Contractor commences operations hereunder. Should the minimum wage be increased at any time after such date pursuant to any federal, state or local law or regulation, Contractor shall automatically be entitled to a pro rata increase in its Board Plan rates to cover increased labor costs resulting directly or indirectly from such increase. Notwithstanding the preceding general statement of this paragraph, no such adjustments to wages will be eligible nor considered until the first anniversary of this Agreement.

7. ACCOUNTING ARRANGEMENTS

- 7.01 Accounting Periods. In each calendar quarter, there will be three Accounting Periods according to an Accounting Calendar which the Contractor will provide to the University no later than February 1 preceding the Contract Year for which the Accounting Calendar is effective.

1. Initial Four-week payment: Prior to the commencement of operations hereunder, Contractor shall submit to University an invoice for an amount equal to the estimate of Contractor's charges for serving Board Plan patrons for one (1) Four-week accounting period ("Initial Payment").
2. Within twenty (20) days prior to the commencement date of each school year thereafter, Contractor will submit to University an invoice in an amount equal to the increase, if any, or a credit memo for the decrease, if any, in such Initial Payment from the amount previously billed.
3. The foregoing payments will be retained by Contractor and credited to University at the time of the last billing made by Contractor to University at the termination of this Agreement.

- 7.02 Invoicing.

1. Contractor will invoice the University for amounts due Contractor for providing food services to Board Plan participants on a bi-weekly basis. Such invoices shall be submitted to the University within five (5) days after the end of each bi-weekly period.
2. Within seven days after the end of each Accounting Period, Contractor will submit to the University an invoice for amounts due Contractor as provided in this Agreement, excluding amounts due Contractor for providing food services to Board Plan participants.
3. The Contractor and the University will review all uncollected accounts at the end of each Accounting Period to determine the amount, if any, to be written off as bad debt, and to apportion responsibility for such loss. The University will also deduct, or suspend, from the current amount due the Contractor, payment for any student who has been suspended for nonpayment of their Board Plan, but will reimburse Contractor for such amount upon student(s) payment(s).

- 7.03 Payment of Invoices. Contractor's invoices to the University for the Board Plan shall be paid by the University within seven (7) calendar days following the University's receipt of the invoice. The University shall pay all other invoices from Contractor within twenty (20) days after the University receives the invoice. In the event any invoice is not paid within thirty (30) days after the University receives it, the amount due will earn interest at the rate of ten percent (10%) per annum from the date due until the date paid or until such amount ceases to be due. The obligation of the University to pay interest for late payment is not a waiver of the Contractor's right to receive payment within the time for payment specified herein. Contractor may receive all payments from the Cashiers Office, Estill Building, Room 103 or have the remittance mailed to the following address:

ARAMARK Educational Services of Texas, Inc.
Box 2386
Huntsville, Tx 77341

- 7.04 Commission Payment. At the time the Contractor submits its invoice for amounts due under Section 7.02(2), the Contractor will pay to the University the commissions earned from catered events, retail location sales, special functions and other cash sales activities as provided in Section 7.06.
- 7.05 Commission. All non-board plan cash receipts from the operation of cash sales activities shall belong to Contractor. Contractor shall monthly pay to University commission equal to twelve and one-half percent (12.5 %) of cash sales net receipts, excluding cash sales from Branded Concepts as separately considered under Section 6.05 above ("net receipts" being defined as gross receipts less applicable State and local sales taxes). University shall collect Bearkat Express receipts and remitted, less commissions (after sales taxes) in the rate established in this paragraph to Contractor on at least a monthly basis. Contractor shall be responsible for payment of sales taxes remitted by University to Contractor from Bearkat Express sales.
- 7.06 Payment Upon Early Termination. In the event either the Contractor or the University terminates this Agreement as provided above, Contractor shall pay the University a pro rata share of the earned amount due for cash commissions and University shall pay Contractor a pro rata share of the amount due for board and Bearkat operations.
- 7.07 Financial Records and Reports. Contractor agrees to the following reporting and recording requirements at its direct cost:
1. Contractor shall maintain complete and accurate records of all transactions in accordance with accepted industry standards and shall keep such records for a period of not less than five years after the termination of this Agreement. Contractor shall make available for inspection by the University during normal business hours Contractor's sales records that the Contractor makes in the course of performing its obligations under this Agreement.
 2. Contractor shall provide the University with an audited financial statement for the Contractor's corporation within three months after the end of each of the Contractor's fiscal years during the term of this Agreement.

8. IMPROVEMENTS

- 8.01 Contractor's Commitment to Effect Improvements. Contractor agrees to make or cause to be made

certain Improvements to the University's food service facilities in accordance with this Section 8.

8.02 Certain Contractor-Provided Funding.

1. Program Support Fund. Contractor shall provide an annual program support fund for mutually agreed-upon campus food service program-related activities (the "Annual Program Support Fund") in the amount of \$12,000 per year. Contractor will fund each annual portion of the Annual Program Support Fund in equal amounts over a period of nine (9) months by means of an accrual, commencing on September 1 of each Contract Year; provided, however, that Contractor shall have no obligation to fund any portion of the Annual Program Support Fund in the event that this Agreement is not in full force and effect on the date such funding is required. These funds will be held by Contractor and distributed on an on-going basis as mutually agreed upon by both parties. In the event that a balance remains in the Annual Program Support Fund at the end of any Contract Year, such balance will roll over to the subsequent Contract Year. University shall retain any unused balance in such Annual Program Support Fund upon expiration or termination of this Agreement.

2. Presidential Catering Fund. Contractor shall provide an annual catering fund for catering services to be used by University's President to further the educational mission of the University (the "Annual Presidential Catering Fund") in the amount of \$50,000 per year. Such funds will be available for use on June 1 of the applicable Contract Year. In the event that a balance remains in the Annual Presidential Catering Fund at the end of any Contract Year, such balance will roll over to the subsequent Contract Year. University shall retain any unused balance in such Annual Presidential Catering Fund upon expiration or termination of this Agreement.

3. Annual Improvement Fund. Contractor shall provide an annual improvement fund for University equipment (the "Annual Improvement Fund") up to the amounts set forth in the following table during the Contract Years set forth opposite such amounts in the table. Contractor will fund each annual portion of the Annual Improvement Fund in equal amounts over a period of nine (9) months by means of an accrual, commencing on September 1 of each Contract Year; provided, however, that Contractor shall have no obligation to fund any portion of the Annual Improvement Fund in the event that this Agreement is not in full force and effect on the date such funding is required. These funds will be held by Contractor and distributed on an on-going basis as mutually agreed upon by both parties. In the event that a balance remains in the Annual Improvement Fund at the end of any Contract Year, such balance will roll over to the subsequent Contract Year. University shall retain any unused balance in such Annual Improvement Fund upon expiration or termination of this Agreement.

<u>Amount of Fund</u>	<u>Accrual Commencement Date</u>	<u>Contract Year</u>
\$250,000	September 1, 2005	June 1, 2005 - May 31, 2006
\$275,000	September 1, 2006	June 1, 2006 - May 31, 2007
\$300,000	September 1, 2007	June 1, 2007 - May 31, 2008
\$300,000	September 1, 2008	June 1, 2008 - May 31, 2009
\$300,000	September 1, 2009	June 1, 2009 - May 31, 2010
\$300,000	September 1, 2010	June 1, 2010 - May 31, 2011
\$300,000	September 1, 2011	June 1, 2011 - May 31, 2012
\$300,000	September 1, 2012	June 1, 2012 - May 31, 2013
\$300,000	September 1, 2013	June 1, 2013 - May 31, 2014
\$300,000	September 1, 2014	June 1, 2014 - May 31, 2015
\$300,000	September 1, 2015	June 1, 2015 - May 31, 2016

Amount of FundAccrual Commencement DateContract Year

\$300,000

September 1, 2016

June 1, 2016 - May 31, 2017

- 8.03 University's Approval Required. Before beginning construction on the Improvements, the Contractor will submit all Improvement Construction Documents to the University for its approval. The University will review the Improvement Construction Documents and either approve them in writing, or make written objections in writing, specifying the nature of the objections. If the University fails to make written objections within thirty days after the Contractor submits the Improvement Construction Documents, the University will be deemed to have given its approval. The Contractor will comply with all reasonable University objections and/or suggestions raised prior to approval.
- 8.04 Time of Making Improvements. The University and Contractor shall mutually agree upon appropriate time(s) of making annual improvement(s).
- 8.05 Financial Commitment: In consideration of the University's agreement to award a new contract to the Contractor for a term of ten years with the option of an additional two years, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall make a financial commitment in an amount up to \$2,600,000 (the "Financial Commitment") for food service facility renovations and for the purchase and installation of food service equipment, area treatment, signage and marketing materials and other costs associated with the Campus Food Service Program on the University's premises. Any equipment purchased by Contractor on the University's behalf shall be purchased as a "sale-for-resale" to the University. The University shall hold title to all such equipment (with the exception of those items which bear the name Contractor, its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. The University acknowledges that it is a tax-exempt entity and will provide Contractor with a copy of the appropriate tax-exempt certificate.

The Financial Commitment shall be made in various segments (each, a "Financial Commitment Segment") as set forth below. Each Financial Commitment Segment shall be made by Contractor on a per-project basis at such time as mutually determined by Contractor and University during the Contract Year set forth opposite the amount of the applicable Financial Commitment Segment. Contractor shall be obligated to commit any Financial Commitment Segment only if this Agreement is in full force and effect as of the date upon which Contractor is to commit such Financial Commitment Segment.

Amount of Financial Commitment SegmentContract Year

\$350,000

June 1, 2005 - May 31, 2006

\$1,000,000

June 1, 2006 - May 31, 2007

\$900,000

June 1, 2007 - May 31, 2008

\$350,000

June 1, 2008 - May 31, 2009

Each Financial Commitment Segment will be amortized over a period of months equivalent to the number of full months remaining until the month of May 2017, commencing, in each case, upon final expenditure of the applicable Financial Commitment Segment. The Financial Commitment is subject to the provisions of Section 8.06 of this Agreement.

- 8.06 Buyback Provisions Applicable to Financial Commitment: Upon expiration or termination of this agreement by either party for any reason whatsoever prior to the complete amortization of the

Financial Commitment described in Section 8.05 of this Agreement, the University or the University's appointed successor shall reimburse Contractor for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the date the Financial Commitment was finalized at the prime rate plus two percentage points per annum, computed each Accounting Period on the declining balance. In the event such amounts owing Contractor are not paid to Contractor within 30 days of expiration or termination, the University or the University's appointed successor agrees to pay interest on such amounts at the prime rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Contractor to charge interest for late payment shall not be construed as a waiver of Contractor's right to receive payment of invoices within 30 days of the invoice date.

The parties understand and agree that the University's reimbursement to the Contractor with respect to the Financial Commitment:

- a. will not come from funds appropriated to the University by the State of Texas;
- b. will be paid from non-appropriated funds available for such purposes; and
- c. is not an obligation of the State of Texas and is not secured by the full faith and credit of the State of Texas.

- 8.07 Ownership. Title to the equipment and/or improvements shall vest in the University as described in paragraph 8.05 of this Agreement.
- 8.08 Nondiscrimination. If the Contractor makes the improvements by contracting with a subcontractor, the Contractor will not discriminate in selecting the subcontractor or on the basis of race, religion, color, sex, age, or national origin of such subcontractor's ownership or work force.
- 8.09 Inspection and Requests for Changes. At all times during the construction of the improvements, the University will have the right to inspect the site and to make reasonable written requests for changes in the nature, mode, or method of construction. The Contractor will comply, or cause compliance, with all such reasonable requests.
- 8.10 Acceptance. When it believes that the improvements have been completed in accordance with the Agreement, the Contractor will so notify the University. If, after final inspection and review of the Improvements by the University, the University is satisfied that the Improvements have been completed in accordance with the Improvement Construction Documents, the University will indicate its acceptance in writing, and the Contractor will be relieved of further obligations under this Section 8. If, however, the University reasonably believes that the Improvements are not completed in accordance with this Agreement, the University must state its reasons in writing, and the Contractor will take such steps as are reasonably necessary to complete the Improvements in a manner satisfactory to the University, as evidenced by its acceptance.

9. GENERAL PROVISIONS

- 9.01 Notice. Any notice required by this Agreement shall be deemed given when made in writing and personally delivered by courier, deposited with the United States Postal Service by certified or registered mail, return receipt requested, or by facsimile transmission addressed as follows:

TO UNIVERSITY:

Ms. Jacque Gilliam
Associate Vice President for Finance and Operations
Sam Houston State University
Box 2027
Huntsville, Texas 77341

WITH COPIES TO:

Mr. Jack Parker
Vice President for Finance and Operations
Sam Houston State University
Box 2027
Huntsville, Texas 77341

TO CONTRACTOR:

ARAMARK Educational Services of Texas, Inc.
ARAMARK Tower
1101 Market Street
Philadelphia, PA 19107
Attention: President, Campus Services

WITH COPY TO:

ARAMARK Educational Services of Texas, Inc.
Attn: Regional Vice President
1199 Belt Line Road
Suite 160
Coppell, Tx 75019-4666

- 9.02 Binding on Successors. This Agreement shall inure to the benefit and shall be binding upon the legal representatives, successors-in-interest, and permitted assigns of the parties hereto.
- 9.03 Sole Agreement. This document constitutes the sole agreement of the parties on the subject matter hereof, and any prior understandings or agreements, written or oral, are of no effect. This Agreement may not be amended or modified except in writing signed by all parties hereto.
- 9.04 Assignment. Except as provided elsewhere in this Agreement, this Agreement may not be assigned by either party hereto except upon the written approval of the other party.
- 9.05 Severability. Each provision of this Agreement is severable, and if any provision is held to be invalid or unenforceable, the remainder of the provisions shall remain in effect.
- 9.06 Choice of Law, Venue and Immunity. This Agreement shall be construed under the laws of the State of Texas, and venue in any action to enforce this Agreement shall be in Walker County,

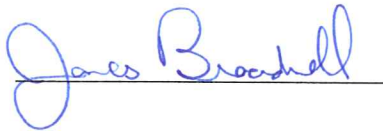
Texas. Neither the existence of this contract nor anything contained herein shall be construed as a waiver of any common law or statutory defenses or immunities to which the State of Texas, its agencies, officers, or employees may be entitled, and which protections are hereby and hereto asserted.

- 9.07 Force Majeure. Neither party shall be responsible for losses resulting from the failure to perform any terms or provisions of this Agreement if the failure is attributable to natural phenomena, fire, disorder, or other condition beyond the reasonable control of the party whose performance is impaired thereby, and which, by the exercise of reasonable diligence, such party is unable to prevent; *provided, however*, that monies payable at the time of such circumstances shall be payable as required by this Agreement.

SIGNED on the dates indicated, but effective as provided above.

Witness:

ARAMARK Educational Services of Texas, Inc.
("Contractor")




Betty McCann, President

Date: May 26, 2005

Date: May 26, 2005

[Seal]


Examined, approved and recommended:

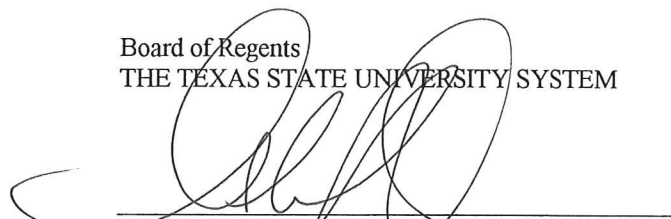

James F. Gaertner, President
SAM HOUSTON STATE UNIVERSITY


Chairman, Local Committee

ATTEST:

Board of Regents
THE TEXAS STATE UNIVERSITY SYSTEM


Charles R. Matthews,
Chancellor
The Texas State University System


Chairman, Board of Regents
The Texas State University System

Date: May 27, 2005

Food Service Minimum Specifications

- 1.01 All menus shall be prepared by a registered dietitian and submitted to the university for review by the food service committee thirty (30) days prior to the period involved.
- 1.02 Contractor shall submit a price and portion list for all items to be sold in the Snack Bar and restaurants for approval by the University, and the University must approve any changes.
- 1.03 A catering manual is to be submitted prior to the establishment of rates for the year for review and approval by the University. This manual will include, but is not limited to:

a. General Information

b. Suggested Menus for:

1. Breakfast
2. Luncheons
3. Dinners
4. Gourmet dinner selection
5. Beverage selection
6. Bakery selection
7. Reception and special events
8. Picnic supplies

c. Price Schedule for items 1 through 8, including additional costs as appropriate.

1.04 Cafeteria Meal Standards

A. Raw Food Minimum Specifications

1. Meats

- a. Beef:
- 1) All beef will be a minimum grade USDA choice for primal cuts to include round, loin, flank, rib, and chuck. No non-rolled product.
 - 2) All ground beef will be from beef trimmings of the round, chuck, flank, or short plate with no added fillers.
 - 3) Veal - U.S. Choice
- b. Pork:
- 1) Pork sausage - U.S. #1 link, bulk, or patties with no extenders or binders. No jowls, diaphragms, tongues, gullets, hearts, or organs. Fat content not to exceed 20%.
 - 2) Pork loins, Boston Butts, etc. USDA #1; cured, smoked, and fresh. Skin and fat to be trimmed to 1/4 inch.
 - 3) Ham-Smoked U.S. #1 fully cooked. Water added not to exceed 10%.
 - 4) Bacon - U.S. #1

No soya protein is to be used as an extender or filler in any provision or ground meat products except as approved by the University. Non-fat dried milk solids not to exceed 3.5% by weight of finished product in any provision meat.

2. Dairy Products

- a. Milk - Grade "A" under 30,000 bacterial count per c.c.
- b. Buttermilk - 8 1/4% milk solids, minimum.
- c. Cheese - U.S. Grade "AA" (Except for topping on the salad bar where vegetable protein based cheese substitutes may be used.)

3. Canned Fruits and Vegetables

U.S. Grade "A" or U.S. Fancy only.

4. Fresh and Frozen Fruits and Vegetables

Highest grades obtainable in each commodity.
Examples:

Apples - U.S. Extra Fancy
Apricots - U.S. #1
Grapes - Fancy
Winter Pears - Extra #1
Brussels Sprouts - U.S. #1
Broccoli - Fancy
Tomatoes - Greenhouse, Fancy #1

5. Miscellaneous Groceries

Highest grade obtainable.

6. Fish - Fresh and Frozen

Grade "A" where grade exists

7. Eggs

Grade "A"

8. All other foodstuffs must be of comparable quality.

B. Prepared Food Specifications

- 1. Steak for Steak Night - 8 oz. boneless top sirloin butt or steak of comparable quality.
- 2. Veal Parmesan - cut from 15-17 lbs. Inside Round. Not a chopped or form meat product.
- 3. Steak Fingers - cut from 15-17 lbs. Inside Round.
- 4. Chili Burger - 100% 6/1 Hamburger patty with chili sauce. Patty has no TVP.

5. Salisbury Steak - 80/20 ground beef with no added TVP.
6. Pot Roast - 13-16 lbs. Bottom Round.
7. Frito Pie - 80/20 ground beef. No TVP in ground beef product; none added to menu item. Use grade A chili on Frito pie.
8. Breaded Veal Cutlet - Cut from 15-17 lbs. Inside Round.
9. Patty Melt - 80/20 Ground beef patty with no TVP.
10. Spaghetti with Meat Sauce - 80/20 Ground Beef; no TVP.
11. Top Sirloin Steak - 13-15 lbs. Top Sirloin Butts.
12. Baked Chicken - U.S. Grade "A" eviscerated fresh frying chicken, 2-lbs. 12 oz with giblets.
13. Pork Loin - cut from 4-8 lbs. Boston Pork Butt.
14. Beef Stew - 4-8 lbs. Trimmings from Top Sirloin Butt and Inside Round. Hand cut; no machine cut product.
15. Chicken Fried Steak - cut from 14-18 lbs. Inside Round.
16. Pork Fried Rice - Cut from 4-8 lbs. Boston Pork Butt.
17. Pork Cutlet - cut from 4-8 lbs. Shoulder Butt, boneless.
18. BBQ Frank - 4/1 All meat franks. No turkey.
19. Hot Roast Beef - Inside Round.
20. Baked Ham - U.S. #1 Ham. Smoked boneless buffet type; flat topped, oval shape. Strings, stockinet, and other handling devices must be free of encrusted salt or other residues.
21. German Sausage - No soya product or extenders are to be used.
22. BBQ Beef cubes - Top Sirloin Butt, hand cut.
23. Pork chop suey - Boston Pork Butt, bone in.
24. Turkey with Dressing - Boneless Breast, no gelatin.
25. Meatballs - 80/20 Ground Beef with no TVP.
26. Beef Cutlet - Inside Round.
27. French Dip Sandwich - Bottom Round.
28. Breast of Chicken - Purchased boneless breast of chicken.
29. Breaded Fish product - Breading not to exceed 26% of product. 3 oz. plus 1 oz. breading equals 4 oz product.

30. Fried Shrimp - 18/20 Butterfly Shrimp. No extended or formed portions.
Breading not to exceed 25% of volume weight.

Menu Requirements

NOTE: *The following are to be considered MINIMUM DAILY acceptable service levels:*

1. BREAKFAST

<u>ITEM</u>	<u># OF OFFERINGS</u>	
Juices	3	Orange juice to be served daily. Other juices may include Grape, grapefruit, tomato, and apple.
Fruit	3	Must include three fresh fruits daily. Uncut apples, oranges, and bananas to be offered daily. During the peak growing periods, the number of fresh fruits are to be expanded to include strawberries, grapes, watermelons, cantaloupes, and other melons. Canned fruit or sliced fruit may be offered.
Meat	2	A minimum of two meats, although a third meat can be used as a supplement to eggs. (Ham, bacon, sausage, and corned beef hash are to be alternated.)
Entrees	6	4 eggs (2 varieties of scrambled, plus fried eggs to order, and hard boiled) and one other item such as waffles, pancakes, French toast, plus fresh made biscuits and gravy.
Hot Cereal	1	To be served daily throughout the year.
Cold Cereal	6	Cereals shall include at least one fiber type cereal and one without sugar.
Assorted Pastry	4	Rolls, twists, cake donuts, sweet rolls, fruit coffee cake, muffins, long johns, fruit filled rolls, etc., should be alternated.
Toast	2	White and wheat toast to be served daily. Alternating breads such as rye, multigrain, pumpernickel and similar are also encouraged for variety.
Other		Peanut butter and jelly are to be served daily. Hot syrup, honey, powdered sugar, and brown sugar are also to be served when appropriate.
Bagel Bar		3 varieties of bagels with 5 flavored cream cheese spreads are to be offered.
Yogurt		Unflavored yogurt is to be offered.

2. LUNCH AND DINNER

Soup	2	Differs daily. Homemade when possible. Seasonal November to February.
<i>or</i> Nacho Cheese and Chips		Seasonal, when soup is not offered.
Chili	1	Offered daily.
Salad Bar	9	Tossed, cottage cheese, fruit, meat, and gelatin salads served daily. Salad bar should include a variety of accompaniments such as: croutons, grated cheese, bacon, hard boiled eggs, bean sprouts, sliced carrots, Chinese vegetables, sliced onions, sliced cucumbers, tomato wedges or cherry tomatoes, celery sticks, broccoli and cauliflower flowerets, sliced jalapenos, and sunflower seeds.
Salad Dressings	6	Ranch, low-cal Italian, 1000 Island, Caesar, Honey Dijon, and Peppery Parmesan, French and other similar high quality dressings.
Entrees	3	Three new entrees shall be served at each meal. At least one of the entrees shall include meat as a whole or broken quantity. One shall be vegetarian. Leftovers may be offered in addition to the three new entrees.
Starch	4	Baked, mashed, and fried potatoes at each meal plus a rotating starch.
Vegetables	5	Daily, one commonly acceptable vegetable (i.e. green beans) plus two others to ensure one green, one yellow, and one starch or potato. Low sodium and unseasoned vegetables to be available in at least one cafeteria.
Fruit	3	Must include three fresh fruits daily. Uncut apples, oranges, and bananas to be offered daily. Additionally, during the peak growing periods, the number of fresh fruits are to be expanded to include strawberries, grapes, watermelons, cantaloupes, and other melons. Canned fruit or sliced fruit may be offered.
Dessert	3	Hot cobbler to be served at each meal. Sliced cake or brownie and soft to be served daily. Ice cream with toppings and fruit for sundaes and splits 3 times per week. Pie to be served at least three times a week.
Breads	5	Two hot daily, such as rolls, muffins, cornbread, Parkerhouse rolls, or honey rolls in addition to white, rye, and wheat bread to be served daily.
Juices	3	Orange juice to be served daily. Other juices may include grape, grapefruit, tomato, and apple.

3. Grille and Deli

Grill	7	Hamburger, hot dogs, and chicken fried steak served daily, plus 4 additional sandwiches or fast food items (i.e. burrito) to be rotated each meal.
Pizza	3	16" hand-made fresh daily on premises with 100% dairy cheeses. 1/6 serving. Various toppings to be offered, including multiple topping combinations and "specials."
Baked Potato Bar	1	To be offered with at least cheese, sour cream, butter, and bacon bits.
Diet Meats	1	Low sodium, non-seasoned meat as a whole or broken quantity.
Cold Cuts	2 3	Luncheon meats Sliced whole muscle meats, 97% fat free ham, turkey, etc.
Sliced Cheese	3	American cheese and Swiss cheese and other alternating cheeses.
Chips or Crackers	3	Potato chips and crackers served daily with one additional chip.
Fruit	3	Must include three fresh fruits daily. Uncut apples, oranges, and bananas to be offered daily. Additionally, during the peak growing periods, the number of fresh fruits are to be expanded to include strawberries, grapes, watermelons, cantaloupes, and other melons. Canned fruit or sliced fruit may be offered.
Toppings Bar	5	Relish for sandwiches, lettuce, sliced tomatoes, sliced onions, and sliced pickles.

4. Pasta Bar

Three Pastas, 3 sauces, and garlic bread to be offered daily.

5. Wokery

Eight assorted fresh and canned varieties of appropriate Wokery type vegetables and rice. Appropriate meat(s) to be offered to provide variety at least two times a week.

6. ALL MEALS

Beverages	12	Coffee, hot and/or cold tea, low fat and chocolate milk, carbonated (excluding fruit juices) beverages (at least one low-cal diet drink), fruit flavored punch, and mountain spring water. Skim milk to be offered in at least one cafeteria if appropriate bulk containers are available from food providers.
Condiments		Butter or margarine, jelly or jam, honey, peanut butter, crackers, catsup, mustard, mayonnaise, BBQ sauce, picante sauce, tartar sauce, sour cream, sliced cheese, and other appropriate sauces and condiments.

7. Late Night (7:00 - 9:00)

Services to be offered to include a Grille, Deli, Pizza, Wokery, Pasta Bar, Potato Bar, Salad Bar, Dessert Bar, and Beverage Bar.

8. Grab N Go

Service to accommodate students who cannot dine in. A hinged Styrofoam 3 compartment tray, a 16 oz. cup with a lid, straws, and a cutlery set will be offered in lieu of the dine in unlimited option. Students may select one entree and all the salad, vegetables, and dessert they wish. Grab N Go to be available Breakfast, Lunch, Dinner, and Late Night.

Times and Locations of Operations

LSC Paw Print

Monday – Thursday 7:00 am – 8:00 pm
Friday 7:00 am – 4:00 pm
Closed Saturday and Sunday

C-Store

Monday – Thursday 7:00 am – 8:00 pm
Friday 7:00 am – 4:00 pm
Closed Saturday and Sunday

South Paw Food Court

Monday – Thursday 7:00 am – 8:00 pm
Friday 7:00 am – 4:00 pm
Closed Saturday and Sunday

Café Belvin

Monday – Thursday 7:00 am – 9:00 pm
Friday 7:00 am – 6:00 pm
Saturday 8:30 am – 1:00 pm / 4:00 pm – 6:00 pm
Sunday 10:00 am – 2:00 pm / 5:00 pm – 7:00 pm

CyberConfections Coffee Shop

Monday – Thursday 7:00 am – 8:00 pm
Friday 7:00 am – 4:00 pm
Closed Saturday and Sunday

SHSU: Approval of Interlocal Agreement between the City of Huntsville and Sam Houston State University for the Design and Installation of Various Pedestrian Safety and Traffic Calming Improvements along Bobby K. Marks Drive

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

The Interlocal Agreement between the City of Huntsville and Sam Houston State University for the Design and Installation of Various Pedestrian Safety and Traffic Calming Improvements along Bobby K. Marks Drive be approved.

Explanation

The City of Huntsville and Sam Houston State University wish to enter into an Interlocal Agreement to design and install various pedestrian safety and traffic calming improvements along Bobby K. Marks Drive between Bowers Boulevard and 17th Street. Bobby K. Marks Drive is located on the east side of campus and is bordered by University Buildings on one side and several parking lots on the opposite side. The distance between intersections is lengthy and therefore has a considerable amount of pedestrian traffic crossing in unsafe locations. The faculty, staff and students have raised concerns prompting the City and the University to prepare an agreement for action to provide a safer environment for pedestrians. The City of Huntsville and Sam Houston State University propose to work together with the City overseeing design and improvements and the University providing one-half of the financial costs to accomplish the project on a cost reimbursable basis.

The Interlocal Agreement is presented as a separate document.

INTERLOCAL AGREEMENT
BETWEEN CITY OF HUNTSVILLE AND SAM HOUSTON STATE UNIVERSITY
FOR THE DESIGN, INSTALLATION AND APPROVAL OF VARIOUS PEDESTRIAN
SAFETY AND TRAFFIC CALMING IMPROVEMENTS ALONG BOBBY K MARKS DRIVE
BETWEEN 17TH STREET AND BOWERS BOULEVARD

This Agreement is entered into by the City of Huntsville (City) and Sam Houston State University (University) pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, both City and University desire pedestrian safety and traffic calming improvements along Bobby K Marks Drive between 17th Street and Bowers Boulevard; and

WHEREAS, City and University are authorized to enter into this agreement by Texas Government Code, Chapter 791; and

WHEREAS, the success and benefit of this project will require financial participation by both the City and the University; and

WHEREAS, the success and benefit of this project will require planning participation by both the City and the University; and

WHEREAS, the success and benefit of the project will require approval at various levels of both organizations; and

WHEREAS, in order for this project to be successful, the City will be required to make improvements to the Bobby K Marks Drive defined as pavement surface, all curb cuts and accessible pedestrian ramps connecting streets with sidewalks; and

WHEREAS, in order for this project to be successful, the University will reimburse the City for one half of all expenses incurred by the City in making the improvements to the Bobby K Marks Drive as defined above; and

WHEREAS, in order for this project to be successful, the University will be required to make any necessary improvements to their property adjacent to the Bobby K Marks Drive pavement surface and further defined herein as any improvement to sidewalks, pedestrian barriers or other University property outside the City's defined area of responsibility.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, City and University agree as follows:

I.

Contracting for Professional Consulting Engineering Services – The City will utilize a Request for Qualifications process to identify and contract with to provide professional consulting engineering services. The contract will include incremental phases (as described below). The University further agrees to reimburse the City one half of the total professional consulting engineering contract services at the time of receipt of each invoice. A copy of each invoice will be mailed to the following individual for payment by the University to the City of Huntsville in the amount of one half of the invoice.

Douglas J. Greening
AVP Facilities Management
Box 2357 – Sam Houston State University
Huntsville, Texas 77341
Phone: 936-294-1910, Fax: 936-294-4601

Data Collection and Conceptual Design, Phase 1 – Phase 1 of the professional services agreement will include:

1. Physical observations of Bobby K Marks Drive for a period not less than 24 hours to determine appropriate crosswalk locations.

2. Traffic volume and speed studies spanning four (4), twenty four (24) - hour periods on different days sufficient to determine the 85th percentile speeds within the project boundaries.
3. Three (3) conceptual designs illustrating proposed improvements (both on the pavement and adjacent) designed to address conditions identified through steps 1 and 2 above. Each of the three conceptual designs illustrating proposed improvements will include estimates of probable construction/installation cost commensurate with the level of design performed at that time.

Upon receipt of the conceptual designs, the University shall select one (1) conceptual design as the preferred. The University should feel free to make comments and suggestions to the consulting engineer for inclusion in Phase 2. From the time the University receives the conceptual designs, the University has 30-days to select one conceptual design and make comments and suggestions.

The City will only proceed on to Phase 2 if and when, within the timeframe discussed above, the University submits the letter included as Attachment #1 (or something substantially similar) in writing to the “notice given hereunder” in accordance with Section V below. The attached letter shall include original signature from the following individual at the University:

J. Carlos Hernandez, EdD, CPA
Vice President for Finance and Operations
Box 2027, Sam Houston State University
Huntsville, Texas 77341

Full Engineering Design, Phase 2 - At such time as the City receives the written approval to proceed in accordance with the prior section, the City will direct the consulting engineer to proceed with the full design of the selected conceptual. The City will continue to submit copies of any invoices received by the City to the University for payment of one half the consulting engineer services received.

At the conclusion of the full design (as evidenced by stamped drawing prepared for project let for bidding), the University shall commence review and provide a letter included as Attachment #2 (or something substantially similar) in writing to the “notice given hereunder” in accordance with Section V below. The attached letter shall include original signature from the following individual at the University:

J. Carlos Hernandez, EdD, CPA
Vice President for Finance and Operations
Box 2027, Sam Houston State University
Huntsville, Texas 77341

From the time the University receives full design plans, the University has 30 days to provide the letter of approval described above. If the University does not or is not able to approve the full design the project will be terminated in accordance with Section II below.

The full design shall include an estimate of probable construction cost from the consulting engineer. Before the project is let for bidding, the City will provide the University with a total project cost estimate. In no case or instance shall either the City's or the University's total cost participation (inclusive of consulting engineer and construction expenses) exceed \$60,000 or the combined amount of \$120,000 without the concurrence of both parties. If the University share exceeds \$60,000, it will indicate approval/disapproval to proceed with the project in the letter included in Attachment #2, approval of full design and recommendation to bid.

Bid Administration and Bid Award, Phase 3 – Upon receipt of the University's letter approving the full design and recommending the project for bid, the City will cause the project to be bid in accordance with the Local Government Code and the City's Procurement policies. The consulting engineer will review bids received and provide a recommendation as to the award of a bid.

In the event the agreed to combined participation (total project cost) of the City and the University on this project exceeds \$120,000 at the time of bid receipt, the University shall provide written notice of commitment to fund one half of the revised total project cost prior to City Council consideration of the award of bid. The University shall provide a letter included as Attachment #3 (or something substantially similar) in writing to the “notice given hereunder” in accordance with

Section V below. The attached letter shall include original signature from the following individual at the University:

J. Carlos Hernandez, EdD, CPA
Vice President for Finance and Operations
Box 2027, Sam Houston State University
Huntsville, Texas 77341

Contract Award and Construction, Phase 4 – Upon City Council consideration and award of contract, the City will contract with the selected contractor to complete the specified improvements. The consulting engineer will provide construction review and administration services. In the event of a change order or change in scope affecting the University's share of the improvements, the City will notify the University of the proposed change order or change in scope affecting the University's share of the improvements and the University will acknowledge their approval of the change order or change in scope affecting the University's total share of the project cost. If the University declines to do so within 30 days of notice from the City, the change order or change in scope will not be signed by the City.

II.

In the event of termination of this agreement as set forth in Phases 1, 2 or 3, the City will make payment owed to the consulting engineer. The University agrees to reimburse the City for one half of any remaining project costs that have not been previously invoiced to the University.

III.

If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

IV.

City and University will make payments under this agreement from current revenues.

V.

Any notice given hereunder by one party to the other party shall be in writing and may be effected by personal delivery, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by fax transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

If to City of Huntsville:

Matt Benoit
City Manager
1212 Avenue M
Huntsville, Texas 77340
Phone: (936) 291-5400 Fax: (936) 291-5409
Copy to:
Lee Woodward, City Secretary
1212 Avenue M
Huntsville, Texas 77340
Phone: (936) 291-5400 Fax: (936) 291-5409

If Sam Houston State University:

J. Carlos Hernandez, EdD, CPA
Vice President for Finance and Operations
Box 2027, Sam Houston State University
Huntsville, Texas 77341
Phone: (936) 294-2686, Fax: (936) 294-1963

VI.

This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent or employee of Sam Houston State University, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Board of Regents of Texas State University System. No official, representative, agent or employee of the City of Huntsville, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the City Council of Huntsville, Texas

VII.

The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

VIII.

This Agreement shall be construed under the laws of the State of Texas.

IX.

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

ARTICLE X

Hold Harmless

To the extent permitted by State law, each party does hereby agree to waive all claims against, release, and hold harmless the other and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, or cause of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to any party individually under Texas law. Each party shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE XI

Immunity

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

XII

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

XIII.

Nondiscrimination: By executing this agreement, the City, all City contractors, City subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

XIV.

This contract is subject to the review and approval of the Texas State University System Board of Regents and the City Council of the City of Huntsville, Texas.

Approved on the date or dates indicated.

CITY OF HUNTSVILLE

Matt Benoit
City Manager
City of Huntsville, Texas

Date

Examined and Recommended:

President, Dr. Dana G. Hoyt

Date

Chancellor, Dr. Brian McCall

Date

APPROVED AS TO LEGAL FORM

Vice Chancellor and General Counsel,
Dr. Fernando C. Gomez

Date

APPROVED by the Board of Regents on _____ at _____,

The Honorable Dr. Jaime R. Garza
Chairman of the Board

Attachment #1

Date

Mr. Matt Benoit
City Manager, City of Huntsville, TX
1212 Avenue M
Huntsville, TX 77340

Re: Review and Approval of Conceptual Design

Dear Mr. Benoit:

The University has thoroughly reviewed the three conceptual drawings for possible pedestrian safety and traffic calming improvements along Bobby K Marks Drive between 17th Street and Bowers Blvd. After review and consideration, we wish to select:

To that, we further request that the City and consulting engineer further consider the following modifications and suggestions:

We recommend the City proceed with Phase 2, “Full Engineering Design” as outlined in the Interlocal Agreement between the City and University dated _____.

Per the Interlocal Agreement between the City and University dated _____, we understand and accept additional engineering fees to be incurred. We look forward to seeing the full design completed, and stand ready to provide any information between now and the completion of the full design milestone.

Sincerely,

J. Carlos Hernandez, EdD, CPA
Vice President for Finance and Operations
Sam Houston State University

Attachment #2

Date

Mr. Matt Benoit
City Manager, City of Huntsville, TX
1212 Avenue M
Huntsville, TX 77340

Re: Review/Approval of Full Design and Recommendation to Bid

Dear Mr. Benoit:

The University has thoroughly reviewed the full engineering design for pedestrian safety and traffic calming improvements along Bobby K Marks Drive between 17th Street and Bowers Blvd and provide our approval.

We further recommend the City proceed with Phase 3, "Bid Administration" as outlined in the Interlocal Agreement between the City and University dated _____ at a total project cost of _____ of which the University will provide reimbursement for one-half of the project cost.

Per the Interlocal Agreement between the City and University dated _____, we look forward to notification as to the selected contractor and a proposed construction schedule. We stand ready to provide any information and assist with construction coordination between now and the completion of construction.

Sincerely,

J. Carlos Hernandez, EdD, CPA
Vice President for Finance and Operations
Sam Houston State University

Attachment #3

Date

Mr. Matt Benoit
City Manager, City of Huntsville, TX
1212 Avenue M
Huntsville, TX 77340

Re: Review and Approval of Bid Receipts

Dear Mr. Benoit:

The University staff has thoroughly reviewed the bid receipts and total project cost for pedestrian safety and traffic calming improvements along Bobby K Marks Drive between 17th Street and Bowers Blvd.

We further recommend for City Council to award a construction contract to the selected low bidder and agree to provide one half of the funds for the total project cost now established to be \$ _____ .

Per the Interlocal Agreement between the City and University dated _____, we look forward to the notice to proceed with construction. We stand ready to provide any information and assist with construction coordination between now and the completion of construction.

Sincerely,

J. Carlos Hernandez, EdD, CPA
Vice President for Finance and Operations
Sam Houston State University

SHSU: Depository Services Contracts for Wells Fargo and First National Bank of Huntsville

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

1. A depository services contract for Sam Houston State University be awarded to Wells Fargo through August 31, 2017; and
2. The existing contract for depository services with First National Bank of Huntsville, dated September 1, 2011, be retained.

Explanation

The University issued a Request for Proposal for bank depository services on June 30, 2014. Proposals were received from J.P. Morgan Chase, Bank of America, Wells Fargo, Woodforest National Bank, First National Bank of Huntsville, First Financial Bank, BBVA Compass, Amegy Bank, and Frost Bank.

The committee reviewed each proposal and based its selection on a number of factors including the proposer's ability to provide the required banking services, the cost of banking transactions, and the overall stability of the bank. Wells Fargo provided a comprehensive proposal with a deep understanding of the banking requirements of the University due to its extensive technology platform and experience servicing higher education institutions in Texas. Wells Fargo also included an attractive earnings credit rate, which would result in the University paying zero charges for banking services based on historical deposit balances. Wells Fargo has also been given a long-term credit rating of AA- by Standard and Poor's and Aa3 by Moody's, ranking it as one of the highest rated banks in the United States. After reviewing all aspects of the proposals, the evaluation committee recommended Wells Fargo as depository due to its experience in higher education, capability to generate operational efficiencies, and strong balance sheet.

The evaluation committee also recommended retaining its existing agreement with First National Bank of Huntsville due to its local presence, university experience, and ability to provide services at minimal cost. The evaluation committee has recommended a local depository since the nearest Wells Fargo branch is approximately twenty miles away from the University's main campus.

The depository service contract with Wells Fargo will have an effective date of March 1, 2015.

SAM HOUSTON STATE UNIVERSITY

Texas State University System

DEPOSITORY CONTRACT OPERATING DEMAND DEPOSITS

THE STATE OF TEXAS)

COUNTY OF WALKER)

THIS AGREEMENT is made and entered into this the 1st day of March 2015, by and between Sam Houston State University ("UNIVERSITY"), Texas State University System ('BOARD OF REGENTS'), and Wells Fargo Bank N.A. ("DEPOSITORY"), a national banking association authorized by law to do bank business in the State of Texas.

NOW, THEREFORE, in consideration of mutual promises, performance and covenants of each to the other, the parties' contract and agree as follows:

I.

THE DEPOSITORY agrees to and with the UNIVERSITY and the BOARD OF REGENTS that it will act as depository for the funds that may be deposited with it by UNIVERSITY, at any time from March 1, 2015 to August 31, 2017. Provisions of this contract are binding upon the DEPOSITORY and its successors and/or assigns. The UNIVERSITY may terminate this Agreement by giving thirty (30) days written notice of termination to the DEPOSITORY.

II.

All funds on deposit with DEPOSITORY to the credit of UNIVERSITY, with the exception of those funds insured by the United States or an instrumentality thereof [in accordance with Texas Government Code, Section 2257.022 (a) (2)], shall be collateralized at a minimum level of 102%, with all collateral held by an independent, third party bank outside the DEPOSITORY'S holding company.

III.

In the event the DEPOSITORY shall be unable to pay or shall fail to pay and satisfy upon presentment for payment any check or draft lawfully drawn upon any existing fund of UNIVERSITY, then the UNIVERSITY shall have the right and power any time thereafter to procure the entire amount of money then on deposit in said DEPOSITORY belonging to UNIVERSITY, by collection on the instruments collateralizing the funds.

IV.

The UNIVERSITY and the BOARD OF REGENTS has asked the DEPOSITORY for banking services. Services specified hereinafter are required and changes to be made thereto require written

authorization of the UNIVERSITY upon review and approval of the System Vice Chancellor for Finance. This agreement may not be amended or altered, or assigned except by written agreement by both parties and shall be construed under and in accordance with the Texas State University System Rules and Regulations and the laws of the state of Texas. All obligations of the parties herein are performable in Walker County, Texas.

V.

It is further agreed that the DEPOSITORY will service the accounts in an efficient and prompt manner. Compensation to the DEPOSITORY for these services shall be as specified in the fee schedule provided by the DEPOSITORY and incorporated hereinafter in Attachment A. Additional fees and proposed changes to the fee structure shall require authorization of the UNIVERSITY and the BOARD OF REGENTS save and except if the DEPOSITORY should elect to reduce the costs in the fee structure. Such services include, but are not limited to, checks, withdrawals, wires, deposits, inquiries, statements, magnetic reconciliation tapes, and reports, and the secure delivery of cash from the DEPOSITORY to the UNIVERSITY as needed by the UNIVERSITY and as mutually agreed upon by the UNIVERSITY and the DEPOSITORY. The DEPOSITORY will obtain and pay for the secure delivery of cash from the UNIVERSITY to the DEPOSITORY, at a cost of up to \$800 a month.

The DEPOSITORY shall pay earnings credit each month as it accrues on all funds deposited with a current rate of 0.69%. This earnings credit rate is set by the DEPOSITORY and can be changed at anytime, with a floor rate of 0.69% for the duration of the contract. The UNIVERSITY reserves the right to switch its election between earnings credit or interest on all funds deposited by giving DEPOSITORY thirty (30) days written notice. When receiving interest, the UNIVERSITY shall receive a rate equal to the previous calendar month's 91 day Treasury Bill auction discount rate.

The rates thus resulting are to be rounded, up or down, to the nearest hundredth of one percent but not to exceed the rates on such deposits as authorized from time to time by regulations of the Board of Governors of the Federal Reserve System. The calculation of the interest earned for the month is to be based upon the average daily balance for the month.

VI.

It is further agreed that the DEPOSITORY is providing the services outlined in the FEE SCHEDULE as Attachment A and Executive Summary/Execution of Offer attached hereto.

In accordance with Government Code Chapter 2260, the parties agree to initially use the dispute resolution process to attempt to settle disputes arising under this agreement that cannot be resolved otherwise through informal means.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the day and year first above written:

ATTEST:

Ann Battaglia
Business Relationship Manager

Tim Kreitzer
Business Banking Manager

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

Dr. Dana G. Hoyt, President
Sam Houston State University

Date

Chancellor Brian McCall, Ph.D.

Date

APPROVED by the Board of Regents on _____ at Austin, Texas.

The Honorable Jaime R. Garza, M.D.
Chairman, Board of Regents

Date

	Attachment A - Proposed Fees				
	<i>Volumes are calculated from historical account analyses and as such actual.</i>				
	<i>account analyses will <u>not</u> be provided to any proposer.</i>				ANTICIPATED AVERAGE MONTHLY FEE:
	<i>All known, possible categories have been included and fees should be</i>				\$0.00
	<i>provided by the bank to support the services envisioned.</i>				
	<i>All fees to support required services must be included and may not be</i>				
	<i>charged during the contract period.</i>				
AFP Code	Service	Unit Basis	Avg Mo. Volume	Proposed Fee	Notes/explanations, if necessary.
	ACCOUNT SERVICES				
010000	Master Account Maintenance Fee	Per account		6.0000	
010000	Subsidiary Account Maintenance	Per account		6.0000	Considered as a ZBA subsidiary
010000	Account Maintenance with Check Return	Per account		6.0000	
010000	Account Maintenance with Check Storage	Per Account		6.0000	
010020	ZBA Account Maintenance - Master Account (ADT)	Per account		6.0000	
010021	ZBA Maintenance - Subsidiary Accounts (Base)	Per account		6.0000	
010112	ZBA Account Transfers	Per item		0.2000	No line item. Just Electronic Debit and Credit posted
450020	Investment Sweep	Per account		50.0000	Base fee
450020	Dr/Cr Sweep Transaction Fee	Per item		0.2000	
450020	Sweep daily confirmation	Per item		10.0000	Sweep Report. Less expensive using Balance Rep.
450020	Automated money market fund investment	Per item		50.0000	Considered an investment sweep base
450020	Mutual Fund Sweep Maintenance	Per account		50.0000	Considered an investment sweep base
010100	Debits Posted - Other (Checks Posted)	Per item	160	0.1000	Also measure electronic debits not just checks
010101	Credits Posted - Other	Per item	239	0.1000	Measure electronic credits not deposits posted
010320	Account Research Fee - Document Return	Per hour		1.0000	Pass thru cost based on hours expended
	Audit Confirmations	Per item		25.0000	Per request
010300	Invoiced account analysis	Per item		0.0000	
010320	Non-standard Analysis (Analysis Invoice)	Per item		0.0000	
150401	Telephone Inquiry	Per item		0.0000	No cost when using relationship team/client services
	CD Statement Rendered	Per item		0.0000	
010307	Statements Rendered	Per item		0.0000	
010308	Imaged E-Statement	Per item		0.0400	Per image delivered.
010000	Check Storage (Basic Check Retention 2 years)	Per item		0.0000	Check truncation. We store images 7 years no cost
	DDA Excess Rejects	Per item		0.0100	Only applicable when using a Lockbox
25010B	Automated ACH Tax Payment	Per item		0.1000	When using ACH Tax Module on per item basis
	AUTOMATED BALANCE/DETAIL REPORTING				
401003	Software Installation Fee	One Time		0.0000	Not applicable. No software required on CEO
401004	Monthly Maintenance/Administration Fee	Per account		0.0000	Not applicable. No maintenance fee for portal access
100410	Return Item Subscription per item	Per item		0.1000	Per return item reported
400000	Balance Account Monthly Maintenance	Per account		10.0000	Multiple report options available at same cost
400000	Transaction Account Monthly Maintenance	Per account		0.0000	Shown as Balance account monthly maintenance
400000	Balance Account Transactions Reported	Per account		0.0000	Same as Prior Day Dr/Cr Detail Items.
400000	Balance Account Transactions Reported	Per account		0.0000	Shown as Balance account transactions reported.
400052	Prior Day Reporting Maintenance	Per account		0.0000	Same as Balance Account Monthly Maintenance
400051	Prior Day Dr/Cr Detail Items	Per item		0.1000	Same as Balance Account transactions reported
400055	Intra-day Reporting Maintenance (ML)	Per item		10.0000	
400054	Intra-day DR/Cr Detail Items	Per item		0.1000	
010300	Cost per account E-Statements	Per account		10.0000	
010300	Cost per item - E-Statements	Per account		0.1000	
010306	Online DDA Statement	Per account		0.0000	No charge delivered monthly
100410	Return Item Subscription Fee	Per account		10.0000	
100410	Return Item Optional Detail	Per account		0.1000	Shown as Return item code 100410.
100410	Image Retrieval	Per item		1.0000	When using Stops-Images-Search module
400001	Detail item fee (all modules)	Per item		0.1000	No module costs. Per items are 0.10 per item
400001	ACH Module	Per account		0.0000	No module cost. Maintenance per acct based on type
400001	ACH Detail	Per item		0.1000	
400001	Reconciliation Module	Per account		0.0000	No module cost. Maintenance per acct based on type

AFP Code	Service	Unit Basis	Avg Mo. Volume	Proposed Fee	Notes/explanations, if necessary.
400001	Recon Detail	Per item		0.1000	Base fee of \$15.00 based on type of recon.
100410	Return Item Maintenance	Per account		10.0000	
100410	Return Item Detail	Per item		0.1000	
450100	Sweep Module	Per account		0.0000	No module cost. Maintenance per acct based on type
400001	Sweep Detail	Per item		0.1000	
450050	Wire and Internal Transfer Module	Per account		0.0000	No module cost and no account base fee for wires
400001	Wire Detail	Per item		0.1000	Wire Detail Report
400001	Addenda reported	Per item		0.0000	100% detail reported in Wire Detail Report
400222	Event Messaging (E-Mai Notification)	er email		0.0500	Also available in text to mobile phones
	Remote Deposit Capture Module	Per account		0.0000	No module cost and no account base fee for RDC
400001	Remote Deposit Detail	Per item		0.1000	Report fee of \$10.00 and item fee. Images optional.
400800	Electronic Window Extended Storage - 90 days	Per item		0.0100	Optional to extend to 120 days if desired.
401020	Secure Token Card	Per item		0.0000	No cost for unlimited Secure Token devices
	ELECTRONIC DATA INTERCHANGE				
400120	EDI Online Reporting Module Maintenance (300524)	Per account		0.0000	No module fee. Included in ACH capabilities
400121	EDI Detail Advice Online (300524)	Per line		0.0100	Detail of addenda information under EDI Reporting
	EDI Receiving	Per item		0.1000	
	EDI Payment Transmission Items	Per item		0.1000	
	EDI Payment File Processing	Per item		1.0000	
400002	EDI Payment Reporting			10.0000	
	EDI Payment Manual Cancellation	Per item		5.0000	
	EDI Payment Special Programming	Per item		0.0000	No pricing able to be determined.
309999	EDI Per Line Charge	Per line		0.1000	
	EDI Receiving Monthly Maintenance	Per account		10.0000	
	EDI Receiving File Processing	Per item		1.0000	
	EDI Receiving Reporting	Per item		10.0000	
	EDI Receiving Special Programming	Per item		0.0000	No pricing able to be determined.
	EDI Addenda (300524)	Per item		0.0100	Addenda reporting
300121	Electronic Commerce Fax	Per page		7.0000	Per page (no. items on page are variable)
	DEPOSITORY SERVICES				
100000	Commercial Account Maintenance	Per account		6.0000	
100001	Banking Center Deposits	Per deposit		0.4000	
	Banking Center Post-verification	Per \$100		0.4000	Not measured on dollars but on deposit made
100000	Banking Center - Immediate Verification	Per item		0.4000	Not measured on dollars but on deposit made
100007	Banking Center - Night Drop Deposits	Per deposit		0.4000	
100048	Branch Deposit	Per \$100		0.0001	
100000	Branch Credit Posted	Per item		0.4000	
100048	Branch Deposit - Currency	Per \$100		0.0001	
10001A	Night Deposit coin/currency	per \$100		0.0015	
	Canvass Bag Processing	Per bag		1.0000	Tamper resistant plastic bags are used.
100113	Cash Deposit	Per deposit	180	0.4000	When received over the counter
010110	Deposit Processing - OTC	Per item		0.4000	Per deposit fee cash or cash and checks
	Deposit Location Reporting (If differentiated)	Per item		0.1000	Part of Deposit Detail Report or Deposit Recon Rept
100210	On-us Items	Per item	157	0.0500	For OTC. Shown as WF - On-Us
100212	Local Clearinghouse	Per item	2,401	0.0600	For OTC. Shown as Non-WF item
100221	Local City	Per item		0.0600	For OTC. Shown as Non-WF item
100222	Local Fed/RCPC Clearing	Per item		0.0600	For OTC. Shown as Non-WF item
100223	11th Fed Country Items	Per item		0.0600	For OTC. Shown as Non-WF item
100224	Other 11th Fed City Items	Per item		0.0600	For OTC. Shown as Non-WF item
100225	Other 11th Fed RCPC Items	Per item		0.0600	For OTC. Shown as Non-WF item
100224	Transit Item Clearing	Per item		0.0600	For OTC. Shown as Non-WF item
100228	Encoding Charge (10022Z)	Per item		0.0000	No charge for encoding
100225	Foreign Item Deposits (609999)	Per item		5.0000	Shown as collection item
100230	MICR Reject Repair	Per item		0.0000	No MICR repair fee
100400	Return Items Chargeback to Account	Per item		3.0000	Same as Code 100410
100410	Return Item - Per item	Per item	8	3.0000	For chargeback.
100401	Return items - Notification by fax	Per item		7.0000	
100401	Return Items - Notification by telephone	Per item		0.0000	Not an available service. Delivered electronically
100402	Return item - Reclear	Per item		1.5000	
100404	Return item - Buyback	Per item		0.0000	Not an available service.
100415	Return Item - Imaging Transmission	Per item		0.1000	Return Item Imaging via CEO. Not a transmission
100402	Return/Reclear Special Handling	Per item		0.2500	

AFP Code	Service	Unit Basis	Avg Mo. Volume	Proposed Fee	Notes/explanations, if necessary.
100230	Pre-encoded rejects	Per item		0.0100	Only charged when exceeds 3% of total items
100400	Return item - RCK-ACH Chargeback	Per item		1.5000	
100402	Return item - RCK ACH Reclear	Per item		1.0000	
150340	NSF Items Paid/Returned Handling Fee	Per item		36.0000	
150100	Cancelled Check Enclosed	Per item		0.0000	Cancels done online via ARP module
	Cashed Checks	Per item	43	0.1000	No check cashing fee with Positive Pay/Payee Verify
	Over the Counter Checks	Per item	145	0.1000	No check cashing fee with Positive Pay/Payee Verify
	Checks in Clearing	Per item	1,372	0.1000	Checks paid
	Credit Adjustment	Per item		5.0000	Deposit Adjustments
	COLLECTION SERVICES				
100300	Collection Checks and Drafts	Per item		10.0000	
100310	Collection - Foreign Draft	Per item		10.0000	
	ACH Electric Check Transit 1-day			0.0300	
	ACH Electric Check On-Us 1-day			0.0300	
	ACH Electric Check On-Us 2-day			0.0300	
	ACH Electric Check Return			1.5000	Likely a RCK transaction
	CASH VAULT				
100100	Cash Vault - Base Fee Processing/Service	Per month		20.0000	
100100	Cash Vault - Standard Deposit	Per item		0.4000	
100101	Cash Vault - Check Only Deposits	Per deposit		0.4000	
100102	Cash Vault - Fed Ready Bags (Full Order Strapped)	Per item		0.0010	Based on per \$1
100010	Cash Vault - Full bag - loose coin	Per item	6	0.0010	Based on per \$1
100013	Cash Vault - Partial bag of loose coin	Per item		0.0010	Based on per \$1
100111	Cash Vault - Mixed Deposit			0.0010	Based on per \$1
100112	Cash Vault - Coin/Currency Deposits per \$100	Per \$100		0.0001	Based on per \$100
100112	Cash Vault - Commercial Deposits	Per item		0.4000	Per deposit not per item
100112	Cash Vault - Deposit Non-Standard Strapped			0.4000	Per deposit not per Non-Standard Strapped
100100	Cash Vault - Immediate Verification	Per item		0.0010	Based on per \$1. Immediate Verify not applicable
100400	Cash Vault - Change Order	Per item		3.5000	
100047	Vault Minimum Change Order	Per item		0.0000	No minimum order
100220	Cash Vault - On-Us			0.0500	Shown as WF - On Us item
100221	Cash Vault - Local			0.0600	Shown as Non-WF item
100222	Cash Vault - Local Clearing			0.0600	Shown as Non-WF item
100225	Cash Vault - Transit			0.0600	Shown as Non-WF item
100225	Cas Vault - Regional			0.0600	Shown as Non-WF item
100145	Cash Vault - Coin Furnished - Half Box			3.0000	
100114	Cash Vault - Currency Straps Furnished	Per item	16	0.0010	Per \$1 cash furnished
100148	Cash Vault - Currency Straps Shipped - Non-Standard	Per item		0.0010	
100144	Cash Vault - Rolled Coin Furnished	Per item		0.0010	
100146	Cash Vault - Coin Box	Per item		3.0000	Per box
100143	Cash Vault - Coin and Currency Special	Per deposit		50.0000	Special order - Emergency or Weekend
100101	Cash Vault - Coin Deposit - Standard	Per deposit	71	0.4000	
100111	Cash Vault - Coin Deposit - Non-standard (mixed bag)	Per bag		4.0000	Per bag
100500	Deposit Consolidation/Adjustment	Per item		5.0000	Based on deposit correction/adjustment
100230	Deposit Correction	Per item		5.0000	
100501	Deposit Corrections - Cash	Per correction		5.0000	
100502	Deposit Corrections - Non-cash	Per correction		5.0000	
100401	Special Handling - Base Charge or Item	Per item		0.0000	Unsure of what is required
100141	Special Orders - Phone Orders	Per item		4.0000	Touch-tone or can be done via CEO portal
	ACH PROCESSING				
400001	Monthly Online ACH Maintenance	Per month		15.0000	Per Settlement Account
250700	ACH Concentration Maintenance	Per month		15.0000	Per Settlement Account
	ACH Processing Fee Per Item	Per item	8,388	0.0300	For One or Two Day items
250102	ACH Transit One Day	Per file		0.0300	Shown under ACH Processing Fee per item
250102	ACH Transit Two Day	Per item		0.0300	
250102	ACH On-Us One Day	Per item		0.0300	
250102	ACH On Us Two Day	Per item		0.0300	
250102	Same Day Processing	Per item		0.1000	For Same Day Item

AFP Code	Service	Unit Basis	Avg Mo. Volume	Proposed Fee	Notes/explanations, if necessary.
250103	Debit Originated International	Per item		2.5000	
250103	Credit Originated International	Per item		2.5000	
250200	Debit Posted	Per item		0.1000	
250202	Debit Received Item	Per item	113	0.1000	
250202	Credit Received Item	Per item	1,189	0.1000	
250200	Electronic Credit Posted			0.1000	
250101	Consumer On-us Credit	Per item		0.1000	
250101	Consumer Off-us Credit	Per item		0.1000	
250102	Consumer On-us Debit	Per item		0.1000	
250102	Consumer Off-us Debit	Per item		0.1000	
250101	Corporate On-us Credit	Per item		0.1000	
250101	Corporate Off-us Credit	Per item		0.1000	
250102	Corporate On-us Debit	Per item		0.1000	
250102	Corporate Off-us Debit	Per item		0.1000	
250120	ACH Addendum Received	Per item		0.0100	
250120	ACH Addenda Originated	Per item		0.0100	
250400	ACH Online Return Subscription	Per account		10.0000	
250300	ACH Return Items debit	Per item		0.5000	
250301	ACH Return Items credit	Per item		0.5000	
250302	ACH Return and Reclear	Per item		0.5000	
250703	ACH Online Subscription	Per account		10.0000	
251070	ACH Notification of Change (NOC) from receiver	Per item		0.1000	
250401	Return Items - Fax Notification	Per item		7.0000	
250401	Return Item - Photocopy	Per item		10.0000	
251010	ACH Special Handling	Per hour		25.0000	
250640	ACH File Delete/Reversal	Per item		5.0000	
250622	Deletions/Exceptions Charge per Batch	Per file/batch		1.0000	
251010	Manual Issue Input	Per item		0.1000	Input through CEO ACH payments
250500	ACH File processing	Per item		1.0000	
250501	ACH Transmissions	Per file		1.0000	
250199	Night Cycle Processing	Per item		5.0000	Termed Special Transmission
250999	ACH File Deletion/Reversal	Per file		5.0000	Same as 250640
250703	ACH Online Subscription - Master			15.0000	Expressed as ACH Base Charge per settlement Acct
250710	ACH Standard Report - Fax	Per item		7.0000	Fax is priced per page
250701	ACH Optional Reports - Fax	Per report		15.0000	
259999	ACH Standard Report - Mail	Per report		0.0000	Pass-thru Postal cost based on Mail option used
250702	ACH Optional Report - Mail	Per report		0.0000	Pass-thru Postal cost based on Mail option used
251050	Fraud Filter - Filter/Block Maintenance	Per month		10.0000	Same price per account for Filter or Block
251053	Fraud Filter - Review - Per Item	Per item		0.2500	
259999	Fraud Filter Report	Per item		0.0000	No charge for report
250107	Fraud Filter NOC - Fax	Per item		7.0000	Priced per
251050	ACH ADA Maintenance (Debit Block Maintenance)	Per month		10.0000	Same price per account for Filter or Block
251051	ACH ADA Authorization Id (filter on debit block ACH)	Per item		10.0000	Same price per account for Filter or Block
	REMOTE CAPTURE/DEPOSIT OF CHECKS				
001099	One-time set-up or training fees or Implementation			0.0000	No Set-up fee or training fee
001010	Remote Monthly maintenance	Per month		0.0000	Only maintenance is for RDC Report
001010	Remote Capture Credit Posted (Deposit Item)	Per item		0.3000	Per deposit
001010	Remote Capture - On-us (100220)	Per item		0.0300	For WF On-Us
001010	Remote Capture items Deposited	Per item		0.0500	For Non WF items
001100	Remote Transmission of data	Per item		0.0000	Data is available via download off system
001110	Remote Transmission detail	Per item		0.0000	Data is available via download off system
	POSITIVE PAY				
150030	Positive Pay Account Maintenance with Full Recon	Per month		20.0000	
150031	Positive Pay with Full Recon Item Processing	Per item		0.0500	
150122	Payee Review	Per account		0.0000	No charge for Payee Validation or viewing of detail
150723	Positive Pay Image - Internet	Per item		0.5000	Available via CEO
150040	Positive Pay Account Maintenance with Partial Recon	Per month		15.0000	

AFP Code	Service	Unit Basis	Avg Mo. Volume	Proposed Fee	Notes/explanations, if necessary.
150041	Positive Pay with Partial Recon Item Processing	Per item		0.0400	
159999	Positive Pay Item Charge without Recon	Per item		0.0300	
150120	Positive Pay Reject and Returns	Per item		5.0000	
159999	Return other than Fraud	Per item		5.0000	
150340	Positive Pay NSF Handling Fee	Per item		36.0000	Charge is for OD fee not handling
150999	Positive Pay Notification - Fax	Per item		7.0000	Positive Pay items available via CEO
150031	Reverse Positive Pay Account Maintenance	Per month		15.0000	
150322	Reverse Positive Pay Return - Other	Per item		5.0000	
150030	Exceptions	Per item		1.0000	
200399	Positive Pay Exception Items	Per item		1.0000	
150230	Stale Date Maintenance	Per item		0.0000	System controlled
	Transmission - File Transmission	Per item		0.0500	Plus transmission maintenance of \$10.00
	Transmission - Diskette Transfer	Per item		0.0000	Service is not available. CD-ROM output available
	Check Safekeeping	Per item		0.0000	No charge for truncation of items
150401	Telephone Inquiry Charge	Per item		5.0000	
	RECONCILIATION				
250000	Items Reconciled			0.0000	Priced per reconciliation plan selected
200020	Partial Recon Monthly Account Maintenance w/positive pay	Per month		15.0000	
150100	Partial Recon Detail Items	Per item		0.0400	
200201	Partial Recon Item Transmission	Per item		0.0100	No charge for transmission. Issued item is fee.
200301	Partial Recon Output File Transmission	Per file		5.0000	
200201	ARP Partial Positive Pay Issue	Per item		0.0100	
200310	ARP Partial Reconciliation	Per item		0.0300	Price without positive pay
200010	Full Recon Monthly Account Maintenance w/positive pay	Per month		20.0000	
250000	Full Recon File Maintenance			0.0000	Not a recognized line item
200100	Full Recon Detail Items	Per item		0.0500	
200201	Full Recon Item Transmission	Per item		0.0100	
200301	Full Recon Output File Transmission	Per file		5.0000	
	Full Recon Incoming Transmission	Per file		5.0000	
	Recon Output File Recreation			0.0000	Not a recognized line item
200400	Deposit Reconciliation Account Maintenance	Per account		5.0000	
200401	Deposit Reconciliation Detail Items	Per item		0.0200	
209999	Recon ARP Exception Items	Per item		0.0000	Maintenance of exceptions can be done via CEO
209999	Recon Check Exception Return	Per item		5.0000	Does not include method of return
	STOP PAYS				
150400	Monthly Account Maintenance	Per account		0.0000	No maintenance for Stop Pay capabilities
150420	Stop Pays - Manual	Per item	1	21.0000	
150410	Stop Pays - Automated	Per item		7.0000	
150450	Stop Pays Renewals	Per item		3.0000	
150999	Stop Pay Inquiry	Per item		0.2500	
	SAFEKEEPING				
	Service Monthly Maintenance Custody	Per month			
	Clearing Fees				
	FRB	Per item			
	DTC	Per item			
	Securities Received/ Del - DVP	Per item			
	Safekeeping Fees	Per item			
	FRB	Per item			
	DTC	Per item			
	Custody per Cusip/Holding	Per cusip			
	Income Collection to DDA	Per item			
	Income Collection - Coupons	Per item			
	Income Collection - Maturities	Per item			
	Income Collection - Calls	Per item			
	OVERDRAFT				

AFP Code	Service	Unit Basis	Avg Mo. Volume	Proposed Fee	Notes/explanations, if necessary.
159900	Overdraft Item Fee	Per item		36.0000	
159900	Overdraft Rate	For Period		prime +	
159999	Overdraft Handling Fee	Per item		0.0000	No separate handling fee
	WIRES AND TRANSFERS				
350000	Monthly Account Maintenance	Per month		0.0000	No maintenance for access to CEO Wires
350300	Incoming - domestic Straight	Per item		4.0000	
350541	Incoming - domestic Repair	Per item		8.0000	
350700	Incoming - international	Per item		10.0000	
350103	Outgoing - repetitive - automated, domestic	Per item		4.0000	
350222	Outgoing - repetitive - manual	Per item	25	8.0000	Automated is 1/2 of manual fee
350101	Outgoing - non-repetitive - automated, domestic	Per item		4.0000	
350500	Outgoing - Non-repetitive - Manual or Officer Generated	Per item		8.0000	
350113	Outgoing - international USD	Per item	2	10.0000	
350114	Outgoing - International FX	Per item		10.0000	
350510	Wire outgoing Standing order	Per item		10.0000	
350521	Wire Out Domestic Drawdown Internet (350104)	Per item		12.0000	
350121	Book Transfer non-repetitive, manual	Per item		0.0000	
250703	Book Transfer Internet Initiated repetitive	Per item		0.0000	
250703	Book Transfer Internet Initiated non-repetitive	Per item		0.0000	
250700	Book Credit	Per item		0.1000	
350580	Wire Advice - Phone	Per item		5.0000	
350402	Wire Advice - Emailed	Per item		0.0500	
350412	Wire Advice - Mailed	Per item		1.0000	Pass thru postal cost based on method of mailing
350402	Wire Report Detail	Per item		0.0500	
	Wire transfers	Per item		0.0000	Not a specific charge. Covered under other wire items
350999	CHIPS CR/DR S/T	Per item		10.0000	Only available for incoming
350999	CHIPS Credit Repair	Per item		15.0000	
350551	Template Storage	Per item		0.0500	Per item
359999	Template Storage Monthly Base			0.0000	No monthly base for template storage
	IMAGING				
151350	CD Rom Monthly Maintenance	Per month		10.0000	
151351	Image Maintenance	Per item		0.0000	No maintenance fee just for having image
151353	Image Safekeeping - CD ROM	Per CD		5.0000	per CD produced
151351	Image Safekeeping - Item	Per Item		0.0300	Per item on a CD and not for general image storage
401020	Token or additional CD	Per item		5.0000	No token fee. Just additional CD fee
151351	Image retrieval - online	Per item		0.5000	
151399	Image access fee	Per month		0.0000	No fee to have access to images
151399	Image archive service	Per month		0.0000	No fee to have images archived for 7 years
159999	CD Handling Fee	Per month		0.0000	No CD handling fee.
150400	Image Search	Per item		0.2500	Search / Inquiry fee without image access
	OPTIONAL SERVICES PRICING				
	PAY CARDS				
060001	Monthly Pay Card Service Account Maintenance	Per month		1.5000	Per active card per month
060000	PayCard Web User Fee	Per month		0.0000	No web user fee
060100	Paycard Enrollment - Automated	Per item		0.0000	No specific enrollment fee - initial card fee
060310	Paycard Web Load	Per item		2.5000	
060220	Paycard Replacement Card	Per item		2.5000	
069999	Paycard File Transmission (load or enroll)	Per item		0.0000	Done via web load
010000	Postage	Actual cost		1.0000	Pass thru postal cost based on method
060220	Generic MC-V Card Initial Card	Per card		2.5000	
010000	Initial system design and development	Per setup		250.0000	
010000	Special programming	Per hour		0.0000	Not a line item at Wells Fargo
	<i>Pay Card User Fees</i>				
060320	ATM Cash Withdrawal - On-us	Per item		0.0000	1 free access then \$1.50 per withdrawal
060320	ATM Cash Withdrawal - Not On-us	Per item		1.5000	Would also include a foreign ATM Fee
060403	ATM Balance Inquiries	Per item		0.0000	Free inquiry when using 800 non-operator assisted

AFP Code	Service	Unit Basis	Avg Mo. Volume	Proposed Fee	Notes/explanations, if necessary.
060320	ATM Withdrawal	Per item		1.5000	
060320	ATM Decline	Per item		1.0000	
060322	Point of Sale Use	Per item		1.0000	
010000	Overdraft Fee	Per item		36.0000	
060324	Cash Advance OTC	Per item		0.0000	Only at Wells Fargo teller.
060325	Paycard Auto ACH Debits	Per card		0.1000	Done via ACH origination via CEO ACH Payments
010000	Funding credits	Per item		0.1000	Done via ACH origination via CEO ACH Payments
010000	Standard reporting	Per item		0.0000	Reporting via Card Wiz vendor
010000	Account reconciliation	Per month		0.0000	Not applicable WF charge
069999	Corrections	Per item		0.0000	Would include either reversals/deletes and new adds
060400	Paycard Customer Service Request Call	Per call		2.0000	Operator assisted is \$2.00 per call
	IMAGE LOCKBOX				
050400	Monthly Account Maintenance	Per Month		0.0000	No separate account maintenance for lockbox
	Lockbox with Image Copies			85.0000	Images are priced separately.
050000	Lockbox Maintenance	Per month		85.0000	
050100	Lockbox Items	Per item		0.3000	Based on type of lockbox - assume Wholetail
050130	Lockbox Items - Credit Cards	Per item		1.0000	
100310	Lockbox - International Items	Per item		5.0000	Transferred out to collections
10022Z	Lockbox Encoding	Per item		0.0000	No separate encoding charge
	Lockbox Deposits	Per item		0.4000	
05011M	No Check Mail	Per item		0.2500	
05011P	Deposits - Walk-in	Per item		5.0000	
010000	Deposits - Cash	Per item		5.0000	
050210	Correspondance	Per item		0.2500	
05011E	Exception Items	Per item		0.2500	Depends upon exception situation
050120	Lockbox Entry by Keystroke	Per keystroke		0.0100	
050121	MICR Capture	Per item		0.0100	
050110	Special Handling (Special Batch Size)	Per item		0.0000	Depends upon special handling instruction
05011J	Special Stapling	Per item		0.0000	Include in reassociation code 050116
050116	Special Reassociation	Per item		0.1000	
050530	Unprocessable (Non-depositable)	Per item		0.2500	
010000	Special Sort	Per item		0.1000	Data can be sorted vs. physical items
05011E	Unaccepted Items	Per item		0.2500	
050104	Minimum Item Processing	Per item		0.0000	No minimum item fee
050110	Walk-in Deposits	Per item		1.0000	
050415	Deposit Preparation	Per item		0.0000	No deposit prep charge
05041Z	Mail Preparation	Per account		10.0000	
010000	Web Delivery Monthly Maintenance	Per month		15.0000	CEO Lockbox Detail and Availability Reports
050311	Delivery E-Mail	Per item		0.0000	Available via CEO
050414	Delivery Branch	Per item		0.0000	Not available
050400	Data Transmission	Per item		75.0000	Price is per month per box non-weekends-not items
050413	Courier preparation	Per item		0.1000	
050410	Postage			1.0000	Pass thru based on postal method of delivery
050110	Image CD Maintenance	Per item		25.0000	
050405	Lockbox CD ROM	Per item		0.0200	
050405	Image Data Transimission (Imaged Processed Detail)	Per item		0.1000	Has Base fee Via Image File Import - Next Day delivery
05011R	Image/Document Storage B&W	Per item		0.0200	For 7 years b/w option - less time/color available
010000	Image Items by keystroke	Per keystroke		0.0000	Not a WF line item
010010	Dual Sided Images	Per month		0.1000	Per side (front and back shown here)
010000	Image Items scanned by keystroke	Per keystroke		0.0000	No a WF line item
	Image Scan/Access	Per item		0.0200	Per document side/access via CEO Reports
05002Z	Data Entry Capture (Detail Return)	Per item		0.0100	For descriptive data per client instruction/keystroke
010000	Per Deposit Charge (Deposit Preparation)	Per item		0.4000	No special prep charge. Charge is for deposit made
05002Z	Invoice Data Entry	Per item		0.0100	Based on descriptive data required/per keystroke

Executive summary

The Wells Fargo Government Banking Division is honored to have the opportunity to present Sam Houston State University (the University) our response to your request for proposal (RFP). Wells Fargo prides itself on adding value by working closely with our universities to meet their funds management needs with the mission of “educating students” as the most important goal.

We are committed to delivering state of the art technology in the most cost efficient manner and as product enhancements are developed, we will present them to the University. We are very excited to provide creative solutions to enhance your current structure and improve overall efficiencies.

What we heard from you:

- Customer service, customer service, customer service...
- The University would like to reduce paper and manual entries involved with accounts payable and accounts receivable processes.
- The University is looking for greater automation with the current payment and reconciliation processes and integration with the bank.
- The University conducts a conservative approach to short cash management and investments needs.

What we are offering Sam Houston State University

Within this proposal, we offer the following*:

- **Banking services at no charge to the University** (based on average monthly balances and activity given in the RFP).
- **Discounted FDIC** charges and recoupment fees for the life of the contract (an estimated \$946.87 per month value based on average monthly balances of \$17,990,698 a savings of \$11,362.44 per year). Life of the contract saving of \$68,174.64.
- **Eight free remote deposit scanners** if the University chooses to utilize the service (\$8,000+ value).
- Superior **earnings credit rate**, which is currently at **0.69%**.
- **Annualized billing** which allows the University to capture excess earnings credits during high balance season from tuition. Excess earnings credits can then be carried forward to use for other services or shortfalls throughout the calendar year.
- **A system integration team** to help achieve your desired paper reduction and automation goals.
- **Two months services charges waived, per year for the life of the contract.** In the event of account analysis shortfall, the University may choose any two-month's activity out of every year to waive.
- Superior **interest rates** for Texas Managed Rate Interest Bearing Checking accounts, which is currently **0.15% APY**.
- **Banking service and account set up fees waived**, totaling \$2,775.00
- **Armored courier service charges reimbursed monthly** (daily pickup-up to \$800 a month).

- **Transitional cost allowance of \$2,500.00** to ease cost of changing relationships. The University can use this allowance for new check stock, deposit slips, deposit bags and endorsement stamps.
- **Business Process Review** service at no charge, along with monthly and or quarterly treasury management reviews. Monthly or quarterly based on the University's requirements.
- **Superior service** with our award winning Commercial Electronic Office® (CEO®) internet portal and a dedicated government banking team.
- A safe deposit box is offered at **no cost for the life of the contract**.
- **Full brokerage services** for self-managed investments.
- **Peace of mind with Wells Fargo** – a highly rated and long-standing financial institution – as your primary bank.

*Please note that the above information is proprietary and confidential to the University.

Local relationship management

Your Wells Fargo team brings an exceptional combination of local relationship management and national product leadership to the University. With a dedicated Government Banking team in place to serve, our goal is to be the number one provider of government banking needs in the region, with in depth knowledge of statutes, regulations, and industry trends. Whether you are implementing a new program or automating an existing system, our hands-on consultation makes a difference.

Our promise is to meet or exceed the University's expectations!

Local team – national product leadership

"At Wells Fargo we know that we must offer better products and a broader product line than our local competitors. We also must out-perform our national competitors by staying close to our customers in each of our communities, understanding their needs, and providing professional, personalized, and timely service."

Richard M. Kovacevich, Retired CEO and Chairman, Wells Fargo

The team that works on behalf of the University is comprised of bankers that are talented, motivated, and energized. We are a group that considers ourselves partners in a team effort with the University, working to achieve common goals. The group is comprised of the following individuals:

Ann Battaglia, Relationship Manager	Don Petton, Treasury Management Sales Consultant
Christie Lemoine, Business Associate	Tim Kreitzer, Business Manager
Gil Ramon, Wells Fargo Securities Consultant	Sheila Lynch, Public Funds Administration

Quickly changing technology and accounting needs require a bank and bankers that have the ability to keep pace and keep customers informed. Wells Fargo will provide ongoing consultative services to the University. As new technology and products are introduced, our relationship allows us to collaborate quickly and creatively. We believe that Wells Fargo is

uniquely suited to provide the University superior financial service by combining local service and support with national resources, today and in the future.

Community reinvestment


Community reinvestment is an integral part of our business culture. Wells Fargo has long understood that we can be no stronger, or more successful, than the neighborhoods and communities where we do business, and where our team members live and raise their families.

Wells Fargo is one of corporate America's top 10 largest givers; ranking ahead of peers that are two and three times our size. We have caring and energetic team member-volunteers who are also leaders in community partnerships.

Transmittal requirements

Unless otherwise noted, Wells Fargo agrees to provide the services, and to adhere to all requirements, specifications, terms, and contract provisions set forth in the RFP issued by Sam Houston State University. Incentives and pricing given in this response to Sam Houston State University are valid from the due date of July 31, 2014 for 180 days.

Respectfully submitted,



Ann Battaglia
Sr. Industry Specialist
Government Banking Division

TXST: Custodial Services Contract

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

The custodial services contract between Southeast Services Corporation (SSC) and Texas State University be approved.

Explanation

On November 12, 2014, Texas State's previous custodial contractor, Witt, Fialla, and Flannery (WFF) informed the University that they wished to be released from their contract. Texas State began negotiations with SSC, the number two ranked firm from the Request for Proposal process that led to the WFF contract, about taking over in an orderly process for WFF. The University began working toward a new contract with SSC to be presented to the Board of Regents at the February 2015 meeting and to begin as soon thereafter as possible. The draft contract was reviewed by the TSUS General Counsel's office and their suggested changes were incorporated.

Tuesday evening, December 9, 2014, Texas State was informed by WFF that they were leaving the campus immediately. Urgent negotiations began to keep them cleaning the campus through the completion of the semester and the last fall Commencement ceremony on Saturday, December 13. WFF reluctantly agreed, but their staff was down to only a skeleton crew by that weekend.

Simultaneously, negotiations with SSC about taking over immediately began in earnest. The President of SSC flew down from Nashville and came to San Marcos with their regional vice president from Austin on Wednesday, December 10. They spent the day touring the campus and estimated cost rates per foot were discussed pending their further analysis and study to be conducted upon their return to their offices.

SSC informed the University that to mobilize and be on campus providing custodial services by January 11, 2015, and fully staffed by the first day of class for the spring semester, January 20, 2015, they had to have a signed contract by 5:00 p.m., Friday, December 12, 2014. A letter of intent was not sufficient for them to order equipment and relocate personnel. At that point, the University had not agreed to the pricing. Negotiations continued through Thursday and Friday morning. Early Friday afternoon "a deal" was reached on pricing and other financial terms.

Although the total dollar amount of the contract requires Board of Regents approval, the Vice President for Finance and Support Services was faced with the dilemma of not having custodial services for 60 percent of the campus, (Texas State custodians still clean the other 40 percent), by the start of classes if he didn't sign the contract that afternoon. Mr. Nance signed the contract in between Commencement ceremonies on Friday afternoon, and called the System Office Monday morning to inform them of this.

The contract, attached to this motion, presented today is to supplant the contract Mr. Nance signed. While Mr. Nance knew that a contract of this magnitude had to go to the Board for approval, two items in the contract made this process workable. First, the contract is impermanent in that it can be cancelled at any time by either party, so if the Board rejects the supplanting contract Texas State can cancel with SSC. Second, although there is a clause

whereby Texas State has to pay SSC for the unamortized cost of the equipment purchased to be placed on the Texas State campus, the dollar value of such potential payment falls within the campus's contracting authority.

The University recommends that the contract be approved. SSC is the largest higher education facilities/custodial contractor in the country. They have had the contract with Texas A&M University-College Station for two and one-half years and all A&M System components for one and one-half years. They also have cleaned the UT-El Paso campus for several years. SSC will be promoting their number two person on the A&M- College Station campus to be the head of their Texas State campus cleaning service.

Furthermore, the weighted average rate per square foot to be paid to SSC is less than was being paid to WFF. The contract is for five years with a one-year renewal option. Based on the square footage SSC is currently cleaning the annual payment under the contract will be \$2,460,967. There is an annual inflationary increase in the rate per square foot based on CPI, with a cap of 3 percent per year.

AGREEMENT BETWEEN
TEXAS STATE UNIVERSITY
AND
SOUTHEAST SERVICE CORPORATION D/B/A SSC SERVICE SOLUTIONS

This Agreement to provide custodial services ("Agreement") is made and entered into effective as of January 11, 2015("Effective Date") by and between Texas State University ("University"), an Agency of the State of Texas and an Institution of Higher Education authorized under the laws of the State of Texas and Southeast Service Corporation d/b/a/ **SSC Service Solutions** ("Contractor"). University is a member institution of Educational and Institutional Cooperation Service, Inc. (E&I) and Contractor is a supplier to E&I members. Therefore, the parties desire that the Agreement be established under the E&I relationship.

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 January 10, 2020. University will have the option to renew this Agreement for one (1) additional one-year term upon the mutual agreement of Contractor by providing written notice ninety (90) days prior to the end of the initial term.
2. **TRANSITION PERIOD** – Contractor agrees that if this Agreement expires or is terminated for any reason, then, at University's option, Contractor will continue to perform the Custodial Services (ref. Section 6) in accordance with the terms and conditions of this Agreement until the University contracts with a new qualified and experienced contractor(s) to perform the Custodial Services (defined below) or is able to perform the Custodial Services in-house, provided that the Contractor will not be required to continue performing the Custodial Services for more than two (2) months after expiration or termination of this Agreement.

Contractor will cooperate with and assist the University's efforts to transition to another contractor(s) or to perform the Custodial Services in-house.

3. **STATEMENT OF WORK** – Contractor agrees to perform the custodial services, including furnishing of personnel, equipment, materials and supplies, and other duties and obligations all as more particularly described in this Agreement and **Attachment 1 Statement of Work** attached and incorporated for all purposes (collectively, "**Custodial Services**").
4. **SERVICE AREAS** – The Custodial Services will be performed at various locations on University's premises designated in **Attachment 2** attached and incorporated for all purposes (collectively, "Service Area") in accordance with the schedule specified in the Statement of Work.

After sixty (60) days advance written notice to Contractor, University may remove or add additional square footage, areas or facilities to the Service Areas. The pricing for and the schedule for performance of the Custodial Services for any removed or added square footage, areas or facilities will be as provided for in **Attachment 3 Square Footage Pricing** or as otherwise mutually agreed upon by University and Contractor through an amendment to this Agreement.

Prior to taking over a new building, Contractor shall complete a walk through with University in-house custodial operations and test all keys to ensure they work properly.

5. **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 (defined below).

6. **STANDARD OF PERFORMANCE** – Contractor agrees to use its best efforts, skill, diligence, judgment, and abilities to perform the Custodial Services in accordance with the standards specified in this Agreement, **Attachment 1 Statement of Work**, the highest standards of Contractor's business, and all Applicable Laws (“Standards of Performance”).
7. **QUALITY CONTROL** –Contractor will permit inspection of its operations at any time by University Department Representative of the Building to determine that University's Standards of Performance are being met. In addition, quarterly inspections of the Service Areas will be performed by Contractor and University Department Representative of the Building, to ensure compliance with this Agreement. University will consider the result of these inspections when evaluating whether to execute any renewal option(s) for this Agreement. Any single area of the Service Area that exceeds an average APPA level of 2.5 or above for two (2) months in a row will incur a 2% penalty of the monthly cost calculated based on one-twelfth of the annual costs in Attachment 3 for such single area. Contractor will respond to work orders within 24 hours and communicate with University regarding issues, if any.
8. **SAFETY STANDARDS** – Acceptable safety standards will be followed by Contractor to assure safety in the performance of the Custodial Services for their staff as well as University staff, visitors, patients, employees, and students. Contractor will train their employees on the handling of both hazardous and nonhazardous biological waste and will require their employees to follow University’s Environmental Health, Safety and Risk Management office’s procedures (a copy of which will be provided to Contractor in writing) in performance of the Custodial Services. Contractor will adhere to and require staff to adhere to University protocols for reporting dead, sick or injured animals identified in the course of performing Custodial Services.
9. **TITLE IX** – Texas State University System (TSUS) colleges and universities, including Texas State University, strictly adhere to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directive; and TSUS Sexual Misconduct Policy and Procedures (“Regulations”). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Texas State University – controlled property and non-controlled property, including institutions and entities with whom Texas State University places its students.

As a condition of employment, enrollment, doing business, being permitted to do business on all on campus and off campus sites used by Texas State University, and/or being permitted to officially work with, sponsor, affiliate, and/or otherwise interact with Texas State University students, employees, visitors, and other third parties on and/or off Texas State University controlled property, the above mentioned individuals, organizations, and entities must agree to:

1) Report immediately to the Texas State University’s Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with Texas State's University’s Title IX investigation, including coordinating any third party investigation with that conducted by the Texas State University; and 3) Cooperate fully with all sanctions that Texas State University may impose against such individual, organization, or entity, who is found to have violated the Sexual Misconduct Policy and Procedures. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Texas State University reserves the rights to take appropriate action, including but not necessarily limited to, immediate removal from campus; immediate disassociation with Texas State University students, employees, or associated third parties; discipline of employees and students (including termination of employment and/or expulsion from school); termination of business, contractual, and/or non-contractual relationships.

10. **PRICING; PAYMENT TERMS**

- 10.1 Contractor will provide the Custodial Services in accordance with the Agreement for \$2,369,329.00 per year (the "Annual Contract Price"). The Annual Contract Price shall be subject to adjustment in accordance with this Agreement as specified below.

10.1.1 Start-Up Price. Contractor shall incur start-up costs in the amount of \$124,833.00 (the "Start-Up Price"). The Start-Up Price is included in the Annual Contract Price and shall be amortized over the initial five (5) year term of this Agreement with interest at the rate of four percent (4%). If this Agreement is terminated by either party for any reason prior to five (5) years following the Effective Date, any unamortized balance remaining for the Start-Up Price shall be paid to Contractor by University on or before the date of termination.

10.1.2 Equipment Payments. Contractor shall purchase an inventory of equipment in the aggregate amount of \$207,581.00 prior to the commencement of Custodial Services hereunder, and is included in the Annual Contract Price and shall be amortized over the initial five (5) year term of this Agreement with interest at the rate of four percent (4%). If this Agreement is terminated by either party for any reason prior to five (5) years following the Effective Date, any unamortized balance remaining for the cost of the equipment purchased hereunder shall be paid to Contractor by University on or before the date of termination.

10.2 Annual Contract Price Adjustments.

10.2.1. Annual Inflation Adjustment: At the end of the first and second year of the Agreement, the Annual Contract Price shall be increased by four percent (4%). At the end of the third year of the Agreement and at the end of each subsequent year of this Agreement thereafter, the Annual Contract Price shall be increased by an amount equal to the lesser of (i) the percentage obtained from Consumer Price Index for All Urban Consumers: U.S. City Average, All Items, for the most recently published twelve (12) month period, as published by the U.S. Department of Labor, Bureau of Labor Statistics or (ii) three percent (3%). Should the applicable inflation rate over the most recently published twelve (12) month period decrease, the Annual Contract Price shall not change from the previous year.

10.2.2. Labor Changes: The Annual Contract Price will be subject to change in the event of (i) a change to existing or new federal, state or local payroll taxes (including changes to any payroll based taxes or withholdings such as FICA, SUI and FUI); (ii) a change related to unionization of Contractor employees at a University facility (whether an initial collective bargaining agreement, amendments to an existing collective bargaining agreement, or the negotiation of a subsequent, successor collective bargaining agreement); (iii) an increase in the minimum wage rate or the enactment of any "living wage" laws by any governmental entity; and/or (iv) new or additional fees, taxes, assessments or other charges or costs incurred by Contractor arising out of changes to existing or new federal, state or local legislation or legal requirements related to employee medical insurance or other employee benefits. The Annual Contract Price will be increased to account for the change in such costs effective from the date such changes impose additional costs on Contractor.

10.2.3 Change in Services: Should the University request a change in Custodial Services for reason of a change in janitorial tasks or frequencies to be performed or use of the Service Area, or any other similar change in Custodial Services, and should such change in Custodial Services result in an increase or decrease in costs to Contractor, the Annual Contract Price shall be increased or decreased by the actual changes in costs to Contractor, such increases taking effect from the date of the change in Custodial Services.

- 10.3 At the end of each calendar month during the term of this Agreement, Contractor will submit to University Department Representative of the Building an invoice (each a "**Progress Payment**") covering one twelfth of the Annual Contract Price, which will be accompanied

by documentation that University Department Representative of the Building may reasonably request to support the invoice amount. The University Department Representative of the Building will, within twenty-one (21) days after the date the University Department Representative of the Building receives the invoice and supporting documentation for payment, approve or disapprove the amount reflected in the invoice and, if the University Department Representative of the Building approves the amount or any portion of the amount, University will promptly pay to Contractor the amount approved in accordance with Chapter 2251, *Texas Government Code*. If the University Department Representative of the Building disapproves any amount invoiced by Contractor, the University Department Representative of the Building will give Contractor specific reasons for its disapproval in writing within twenty-one (21) days after the date University receives the invoice and supporting documentation for payment.

- 10.4 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Custodial Services in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.
- 10.5 Within ten (10) days after termination of this Agreement, Contractor will submit a final invoice ("**Final Invoice**") to the University Department Representative of the Building which will set forth all amounts due and remaining unpaid to Contractor and upon approval of the Final Invoice by the University Department Representative of the Building, University will pay ("**Final Payment**") to Contractor the amount due under the Final Invoice.
- 10.6 No partial payment made will be or construed to be final acceptance or approval of that part of the Custodial Services to which the partial payment relates or relieve Contractor of any of its obligations under this Agreement.
- 10.7 The acceptance of Final Payment 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 or not known to Contractor at the time of Final Payment.
- 10.8 Except for the obligation of University to pay Contractor certain amounts pursuant to the terms of this Agreement, University will have no other liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of University to Contractor, no present or future agent, officer, director, employee, or regent of University or of the institutions comprising The Texas State University System, or anyone claiming under University, has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

11. **PERSONNEL; RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK; CRIMINAL BACKGROUND CHECKS**

11.1 Contractor agrees to:

- 11.1.1 maintain a staff of properly trained and experienced personnel to ensure consistent, efficient and satisfactory performance under this Agreement;
- 11.1.2 assign an adequate number of personnel to the Service Areas to ensure consistent, efficient and satisfactory performance under this Agreement; and
- 11.1.3 provide sufficient back-up personnel in times of staff shortages due to vacations, illness and inclement weather, to ensure consistent, efficient and satisfactory

performance under this Agreement.

- 11.2 Contractor agrees that, at all times, the employees of Contractor furnishing or performing any of the Custodial Services specified under this Agreement will do so in a proper, good, workmanlike and dignified manner.
- 11.3 Contractor has the right to terminate any of its employees or personnel at any time. In addition, Contractor acknowledges that University has the rights to (a) require identification from any person on University's premises, (b) refuse entry to persons having no legitimate business on University's premises, and (c) eject any undesirable person refusing to leave peaceably on request, except as prohibited under Applicable Law. Contractor will cooperate with all authorized University representatives in the exercise of University's rights described in this Section.
- 11.4 Every employee and agent of Contractor assigned to duty on University's premises will have prominently displayed on his or her person at all times while on University's premises an identification badge including a picture of the employee or agent.
- 11.5 Contractor will provide company-identifying uniforms to all Contractors' "non-management" personnel used in the performance of Contractor's duties and obligations under this Agreement. All Contractors' "non-management" personnel assigned to duty on University's premises will be required to wear a company identifying uniform while performing their duties. All uniforms will be neat, clean, well pressed and in good condition.
- 11.6 Contractor will advise University's representative of the telephone numbers and addresses of Contractor's management personnel and will arrange for at least one of Contractor's management personnel to be available at all times (twenty-four hours a day, seven days a week) by telephone.
- 11.7 Each individual who is assigned to perform the Custodial Services under this Agreement will be an employee of Contractor or an employee of a permitted subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Custodial Services under this Agreement. Prior to commencing the Custodial Services, Contractor will provide University with a roster ("Roster") of all individuals who may be assigned to perform the Custodial Services. The Roster will be provided to University upon request. Contractor will update the Roster weekly each time there is a change in the individuals assigned to perform the Custodial Services. Prior to commencing performance of the Custodial Services under this Agreement, 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 weekly each time there is a change in the individuals assigned to perform the Custodial Services.
- 11.8 Contractor will provide certification that it has conducted the following background checks on its officers, employees, or other persons performing Custodial Services on the University campus:
 - 11.8.1 Sex offender and criminal history databases where the above individuals will be placed permanently on the campus, working with or around students;
 - 11.8.2 Criminal history background checks where the above individuals will be handling security-sensitive areas as determined by University;

- 11.8.3 Contractor will determine on a case-by-case basis whether each individual assigned to perform the Custodial Services 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.

12. **SUPERVISION; COORDINATION** – Contractor will provide, at all times, adequate and expert supervisory staff ("Supervisory Staff") assigned exclusively to University to manage Contractor's employees in the Services Areas. Supervisory Staff will include a dispatcher to coordinate Contractor's daily office activities. The Supervisory Staff will be on University's premises at all times while the Custodial Services are being provided and will not leave University's premises until all services and security matters are completed each night. Neither University nor any representative of University will supervise Contractor's employees, personnel or agents performing the Custodial Services.

In addition, Contractor will provide an on-site manager ("On-Site Manager") assigned to the Service Areas on a full-time basis. The On-Site Manager, with the assistance of a supervisor for each and every shift ("Shift Supervisor"), will coordinate all activities connected with the provision of the Custodial Services specified under this Agreement and will meet with University's representative periodically, on mutually agreeable dates and at mutually agreeable times to coordinate the enforcement of University's policies, the implementation of University's suggestions and requests, and the prompt resolution of complaints.

In addition to the supervision of all Custodial Services, the Supervisory Staff will become familiar with the emergency, fire, and disaster plans developed by University for University's premises and perform the duties assigned to Supervisory Staff by University as relates to the emergency, fire and disaster plans.

13. **LABOR RELATIONS** – Contractor agrees to take immediate and reasonable steps to continue its provision of the Custodial Services under this Agreement in the event of any labor dispute or other action involving its employees.
14. **REPORTS BY CONTRACTOR** – Contractor will submit inspection reports to the University Department Representative of the Building. Inspection reports will be prepared and signed by Contractor's On-Site Manager or Shift Supervisor. At University's request, Contractor will at any time during the term of this Agreement, provide a report on inspections, maintenance schedules, equipment, staffing, emergencies, security problems, or any related matters in connection with the Custodial Services in the Service Areas.

In addition, Contractor will submit two (2) complete sets of all Material Safety Data Sheets ("MSDS") to the University Department Representative of the Building in advance for all materials being used by Contractor in the Service Areas or on other University premises.

15. **INDEPENDENT CONTRACTOR** – Contractor recognizes that it is engaged as an independent contractor and acknowledges that University has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status to Contractor's employees. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be an officer, partner, employee or agent of University, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of University, including unemployment insurance benefits, social security coverage or retirement benefits. Contractor agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by Applicable

Laws. All of Contractor's employees providing Custodial Services to University will be deemed employees solely of Contractor and will not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, University. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties will be binding upon University.

16. **INSURANCE**

16.1 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, and in amounts (unless otherwise specified) as University may require:

16.1.1 Workers' compensation insurance coverage for each of Contractor's employees employed on this project. Contractor must meet the Texas statutory requirements; and

16.1.2 Commercial General Liability Insurance limits of not less than:

Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000

16.1.3 Employer/s Liability Insurance limits of not less than:

Each Accident	\$1,000,000
Each Employee	\$1,000,000
Policy Limit	\$1,000,000

16.1.4 Commercial Automobile Liability Insurance Limits, covering all owned, non-owned or hired automobiles of not less than:

Combined Single Limit	\$1,000,000
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16.1.6 The Texas State University System (TSUS), TSUS Regents, Texas State University, and their employees added as additional insured with respect to the Commercial General Liability and Automobile Liability Insurance. This is not applicable to the workers' compensation policy.

The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the University.

16.2 Contractor will deliver to University:

16.2.1 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 Custodial Services to be performed by Contractor under this Agreement.

16.2.2 Additional evidence, satisfactory to University, of the continued existence of all insurance not less than ten-days (10) prior to the expiration of any insurance. Insurance policies will not be canceled without notice delivered in accordance with the policy provisions.

16.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:

16.3.1 Commercial General Liability Insurance, Commercial Automobile Liability

Insurance will be kept in force until receipt of Final Payment by University to Contractor; and

- 16.3.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Custodial Services have been fully performed and accepted by University in writing.

17. **KEYS AND ACCESS CARDS** – Contractor will be furnished, or given access to, keys and access cards to the Service Areas and will be held responsible for their use and misuse. All keys and access cards remain the property of University. Contractor will be liable for the cost of any replacement keys and access cards, and for the cost of any re-keying or re-programming of locks necessitated by loss of keys and access cards. University keys and access cards will not be taken out of the Service Areas except for keys and access cards necessary for Contractor's Supervisory Staff and employees to access the Space (ref. Section 19). University Policies and Procedures Statement #08.02.01 regarding the control of keys to facilities is incorporated into this contract. Contractor will perform a daily key check on all key rings and will ensure a 100% accountability of all key rings on a daily basis. The Contractor will be subject to a key audit performed by the University annually. Contractor will be responsible for unlocking specified building doors as mutually agreed upon each morning at a time specified by the University.

18. **REPORTING NEEDED REPAIRS** – Contractor's employees will report to University's Department Representative of the Building any conditions of dripping or leaking faucets, stopped toilets and drains, broken fixtures, all other necessary or, appropriate repairs and any unusual happenings in the Service Areas or on University's premises. Contractor's employees will report to University Police Department ("UPD") any occurrence of vandalism and graffiti. Contractor is not to clean until cleared by UPD.

19. **ACCESS TO UNIVERSITY FACILITIES**

- 19.1 Contractor and its employees, permitted subcontractors and agents may access only the Service 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.

- 19.2 University will permit Contractor to use certain space (the "**Space**"), in accordance with the license contained in this Section. University will not provide computers, printers or other office machines or supplies.

University will and does hereby license the Space in its current, "as is" condition to Contractor for use by Contractor's employees, permitted subcontractors and agents in the performance of the Custodial Services and for no other purpose. The parties agree that this is a non-exclusive license to use the Space and that University may enter the Space at any time for any reason. No unlawful activities will be permitted in the use of the Space. Contractor will comply with all Applicable Laws applicable to the Space. Contractor will cause all of its employees, subcontractors and agents to observe and comply with all Applicable Laws, including University's rules and regulations in connection with the use of the Space.

Contractor will not modify, alter or repair the Space or any other University facilities without the prior written approval of University.

Contractor agrees not to harm the Space or make any use of the Space that is offensive as determined by University. Contractor agrees that upon the termination of this Agreement for any reason, Contractor will remove Contractor owned equipment and other effects, repair any damage caused by the removal, and peaceably deliver up the Space in clean condition and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of Contractor not removed within two (2) days following the termination will be deemed abandoned by Contractor and University may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to Contractor.

Contractor agrees not to suffer any mechanic's lien to be filed against the Space or the adjoining facilities by reason of any work, labor, services, or materials performed at or furnished to the Space for Contractor. Nothing in this Agreement will be construed as the consent of University to subject University's estate in the Space or adjoining facilities to any lien.

Contractor agrees that the Space is sufficiently equipped for Contractor to provide the Custodial Services in accordance with the terms and conditions of this Agreement, including washer and dryer connections and internet and phone connections and service.

UNIVERSITY WILL NOT BE RESPONSIBLE FOR INTERRUPTIONS IN UTILITY SERVICE TO THE SPACE. HOWEVER, UNIVERSITY WILL EXERCISE REASONABLE DILIGENCE IN PURSUING THE RESTORATION OF INTERRUPTED UTILITY SERVICE.

UNIVERSITY WILL NOT BE LIABLE TO CONTRACTOR, OR ANY EMPLOYEE, SUBCONTRACTOR, AGENT, GUEST OR INVITEE OF CONTRACTOR (COLLECTIVELY, "**CONTRACTOR PARTIES**"), FOR ANY LOSS, EXPENSE OR DAMAGE EITHER TO THE PERSON OR PROPERTY SUSTAINED BY REASON OF ANY CONDITION OF THE SPACE, OR DUE TO ANY ACT OF ANY EMPLOYEE OR AGENT OF UNIVERSITY, OR THE ACT OF ANY OTHER PERSON WHATSOEVER, EXCEPT TO THE EXTENT DUE TO ANY NEGLIGENCE OF THE UNIVERSITY OR ITS EMPLOYEES OR AGENTS. UNIVERSITY, ITS AGENTS AND EMPLOYEES WILL NOT BE LIABLE FOR AND CONTRACTOR WAIVES ALL CLAIMS FOR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY ANY CONTRACTOR PARTIES, RESULTING FROM ANY ACCIDENT OR OCCURRENCE IN OR UPON THE SPACE OR THE ADJOINING GROUNDS, EXCEPT TO THE EXTENT DUE TO ANY NEGLIGENCE OF THE UNIVERSITY OR ITS EMPLOYEES OR AGENTS. CONTRACTOR AGREES TO PAY ON DEMAND UNIVERSITY'S EXPENSES INCURRED IN ENFORCING ANY OBLIGATION OF CONTRACTOR UNDER THIS LICENSE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER BY TEXAS STATE UNIVERSITY OF ITS CONSTITUTIONAL, STATUTORY OR COMMON LAW RIGHTS, PRIVILEGES, IMMUNITIES OR DEFENSES.

20. PRESENCE ON UNIVERSITY PREMISES

- 20.1 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 provided to Contractor in writing and will comply with reasonable directions University's representatives may give to Contractor.
- 20.2 Contractor is responsible for acts of its employees, subcontractors and agents while on University's premises. Accordingly, Contractor agrees to take all necessary measures in

performance of the Custodial Services to prevent injury and loss to persons and property located on University's premises. Contractor is responsible for all damages to persons or property caused by the negligence of Contractor or any of its employees, subcontractors and agents and Contractor will promptly repair, in accordance with the specifications of University, any such damage to University's premises or equipment. On Contractor's failure to do so, University may repair the damage and Contractor will reimburse University promptly for any and all reasonable expenses incurred in connection with the repair. At its option, University may offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with the repair.

20.3 Contractor agrees that, in the event of an accident in performance of the Custodial Services, Contractor will immediately notify the University Department Representative of the Building, and thereafter furnish a full written report of the accident.

20.4 Contractor will perform the Custodial Services contemplated in this Agreement without interfering in any way with the activities of University's employees, students, agents, or visitors.

21. **PREMISES SECURITY**

21.1 University's Department Representative of the Building has the authority and responsibility to maintain the security of all University premises and property. Contractor will cooperate with University Department Representative of the Building in all matters including the reporting of suspected security violations. Contractor will immediately report any evidence of security breaches to University Department Representative of the Building.

21.2 Under no circumstances will keys or access cards in Contractor's possession be used to admit persons, known or unknown, into buildings, rooms, or offices or other facilities on University's premises. Anyone requesting admittance must be referred by Contractor to University Department Representative of the Building.

22. **UTILITY SERVICES.** Except as provided in Section 19.0, University will provide services at existing outlets (heat, gas, electricity, water and sewer), for the convenience of Contractor. Any modification to existing outlets required or requested by Contractor will be made at the sole discretion of University, at Contractor's expense. In the event any utility service must be interrupted for repair or modification, University will provide Contractor with advance notice, if possible. UNIVERSITY WILL NOT BE RESPONSIBLE FOR INTERRUPTIONS IN UTILITY SERVICE. HOWEVER, UNIVERSITY WILL EXERCISE REASONABLE DILIGENCE IN PURSUING THE RESTORATION OF INTERRUPTED UTILITY SERVICE.

23. **RESPONSIBILITY FOR TOOLS, MATERIALS, SUPPLIES, AND OTHER PERSONAL PROPERTY** – University has no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents, which may be located or stored on University's premises.

24. **DEFAULT AND TERMINATION**

24.1 In the event of a material failure by Contractor to perform in accordance with the terms of this Agreement, University may terminate this Agreement upon sixty five (65) days written notice of termination to Contractor if such material failure is not cured upon fifteen (15) days from receipt of written notice to Contractor setting forth the nature of Contractor's failure.

- 24.2 In addition, if at any time an involuntary petition of bankruptcy is filed against Contractor and not dismissed within thirty-days (30), 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 (30), University has the right to terminate this Agreement upon fifteen-days (15) advance written notice to Contractor, in addition to any other rights of any nature that University may have at law or in equity.
- 24.3 Either Party, without cause, may, terminate this Agreement at any time upon giving sixty five days (65) advance written notice to the other party unless agreed in writing otherwise by the parties. Upon termination pursuant to this Section, Contractor is entitled to payment in accordance with Section 10 of this Agreement. University is not required to reimburse Contractor for any Custodial Services performed or expenses incurred after the termination date.
- 24.4 Termination under Sections 24.1, 24.2 or 24.3 does not relieve Contractor or any of its employees from liability for violations of this Agreement or any other act or omission of Contractor. No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including Sections 2, 10, 15, 19, 23, 24, 25, 26, 27, 30, 33, 34, 36, 39, 40, 43,44,45,48,49,52,53, 54, and 64.
- 24.5 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.
25. **INDEMNIFICATION – CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED TO THE EXTENT OF ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR OR ANYONE DIRECTLY EMPLOYED BY CONTRACTOR. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT, WHICH ANY INDEMNITEE HAS, BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.**
- NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER OR NOT FORESEEABLE, OR PUNITIVE DAMAGES.
26. **CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION –** In accordance with, and to the extent permitted by, the Public Information Act, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "University Records"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or

made confidential or sensitive by Applicable Laws, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). If University Records are subject to FERPA, (1) University designates Contractor as a University official with a legitimate educational interest in University Records, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of personally identifiable information from University Records will result in Contractor's exclusion from eligibility to Contract with University for at least five-years (5). 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, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with University's rules, policies, and procedures regarding access to and use of University's computer systems. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

- 26.1 **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) business 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.
- 26.2 **Return of University Records.** Contractor agrees that within thirty-days (30) after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty-days (20) before destruction of any University Records, Contractor will provide University with written notice of Contractor's intent to destroy University Records. Within five-days (5) after destruction, Contractor will confirm to University in writing the destruction of University Records.
- 26.3 **Disclosure.** If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.
- 26.4 **Press Releases.** Except when defined as part of the Custodial Services, Contractor will not make any press releases, public statements, or advertisement referring to the Custodial Services or the engagement of Contractor as an independent contractor of University in connection with the Custodial Services, or release any information relative to the Custodial Services for publication, advertisement or any other purpose without the prior written approval of University.
- 26.5 **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*.
- 26.5.1 Contractor is required to make any information created or exchanged with the state pursuant to this Agreement, and 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.

- 26.6 **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 Section 26, University may terminate this Agreement if the breach is not promptly cured.
- 26.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
27. **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, if applicable, 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.
28. **COMPLAINCE WITH UNIVERSITY POLICIES** – Contractor agrees to comply with all University policies including but not limited to the following and, at a minimum, shall apply to the Contractor's employees, subcontractors, and agents while on the Texas State campus:
- a. On-campus driving and parking;
 - b. Prohibition on smoking or tobacco use;
 - c. Fire safety;
 - d. Hazardous Materials;
 - e. Drug-free workplace; and,
 - f. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation.

All University Policies and Procedures Statements may be viewed at
<http://www.txstate.edu/effective/upps/>

29. **UNDOCUMENTED WORKERS** – The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("*Immigration Act*") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form 1-9 Employment Eligibility Verification Form ("*1-9 Form*") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the 1-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the 1-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the

individual; (3) record information about the documents on the 1-9 Form, and complete the certification portion of the 1-9 Form; and (4) retain the 1-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement in accordance with Section 24 of this Agreement. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

30. **EQUAL OPPORTUNITY** – Pursuant to Applicable Laws, Contractor represents and warrants that it is an equal opportunity employer and does not discriminate on the basis of race, color, religion, national origin, age, mental or physical disability, or sex.

31. **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.

32. **OWNERSHIP OF WORK PRODUCTS INCLUDING INTELLECTUAL PROPERTY**

The parties shall deem all work products produced solely 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.

33. **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 Custodial Services or other items provided to University by Contractor or otherwise to which University has access as a result of Contractor’s performance under this Agreement, provided that University shall notify the Contractor of any such claim within a reasonable time of University’s receipt of notice of any such claim. If Contractor is notified of any claim subject to this section, Contractor shall notify University of such claim within ten 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.

34. **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.
35. **ASSIGNMENT AND SUBCONTRACTING** – This Agreement is a Personal Service Contract for the service of Contractor. 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, except with the prior written approval of the University, 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.
36. **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.
37. **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.
38. **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.
39. **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.
40. **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.
41. **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.

42. **LOSS OF FUNDING** – Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**") and allocation of funds by the Board of Regents of The Texas State University System (the "**Board**"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
43. **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.
44. **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.
45. **VENUE; GOVERNING LAW** – Hays County, Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
46. **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
47. **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.

48. **BINDING EFFECT** – This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.
49. **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.
50. **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 required to verify Contractor's charges incurred in its performance under this Agreement. Such records will be kept by Contractor for a period of four-years (4) after Final Payment under this Agreement. Contractor agrees to refund to University any overpayments disclosed by any audits.
51. **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 the notice pertains to a particular building, notices shall be directed to the following:

If to Student Health Center:

Texas State University-
601 University Drive – SHC 200G
San Marcos, Texas 78666
Fax: 512-245-3918
Email: dc03@txstate.edu
Attention: Debbie Chandler, Business Manager

If to Campus Recreation:

Texas State University
601 University Drive – SRC 213
San Marcos, Texas 78666
Fax: 512-245-8486
Email: ks12@txstate.edu
Attention: Kristy Caldwell, Assoc. Dir., Campus Rec

If to LBJ Student Center:

Texas State University
601 University Drive – LBJ 2-14.1
San Marcos, Texas 78666
Fax: 512-245-8143
Email: cs33@txstate.edu
Attention: Charlie Salas, Assoc. Dir. Student Center

If to Athletics:

Texas State University
601 University Drive – STRA DBC
San Marcos, Texas 78666
Fax: 512-245-2023
Email: j_s335@txstate.edu
Attention: Jeremy Stolfa, Assistant Dir., Athletics

If to Academic areas:

Texas State University
601 University Drive – PPA
San Marcos, Texas 78666
Fax: 512-245-4488
Email: eh26@txstate.edu
Attention: Edie Harvey, Asst. Dir., Facilities Mgmt.

If to Jowers:

Texas State University
601 University Drive – JOW A129
San Marcos, Texas 78666
Fax: 512-245-8678
Email: rh23@txstate.edu
Attention: Marcus Hendry, Facility Coordinator

If to Star Park:

Texas State University
601 University Drive – CRC 108
San Marcos, Texas 78666
Fax: 512-245-4524
Email: kmarlow@txstate.edu
Attention: Kay Marlow, Administrative Assistant

If to Transportation Services:

Texas State University
601 University Drive – COM 228
San Marcos, Texas 78666
Fax: 512-245-6799
Email: lindalea@txstate.edu
Attention: Linda Sterling, Administrative Assistant

If to Parking Services:

Texas State University
601 University Drive – LBJ 2-6.1
San Marcos, Texas 78666
Fax: 512-245-7992
Email: mj20@txstate.edu
Attention: Mark Jesse, Parking Garage Manager

with copy to:

Texas State University
601 University Drive, JCK 527
San Marcos, Texas 78666
Fax: 512-245-2393
Email: ja14@txstate.edu
Attention: Jacque Allbright, Director, Purchasing

If to Contractor: SSC Service Solutions

1845 Midpark Road
Knoxville, TN 37921
Fax:
Email:
Attention: Seth Ferriell

If to Contractor (alternate): SSC Service Solutions

1500 Liberty Ridge Drive, Suite 210
Wayne, PA 19087
Fax:
Email:
Attention: General Counsel

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

54. **SEVERABILITY** – In case any provision of this Agreement will, for any reason, 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.
55. **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.
56. **ETHICS MATTERS; NO FINANCIAL INTEREST** – Contractor and has read and understands University's Conflicts of Interest Policy available at <http://www.txstate.edu/effective/upps/upps-01-04-02.html> and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.
57. **HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN** – Contractor agrees to use good faith efforts to subcontract the Custodial Services 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.
- 57.1 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 58 to replace the HSP with the revised subcontracting plan.
- 57.2 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

58. FORCE MAJEURE

- 58.1. 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 business days of the existence of such Force Majeure or otherwise waive this right as a defense.

59. 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:

- 59.1 Contractor's claim for breach of any Contract resulting from this Solicitation that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process:
- 59.1.1 Contractor shall submit written notice, as required by subchapter B, to University's representative.
 - 59.1.2 This notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked.
 - 59.1.3 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.
 - 59.1.4 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.
- 59.2 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.
- 59.3 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of any Contract resulting from this Solicitation by University nor any other conduct of any representative of University relating to any Contract resulting from this Solicitation shall be considered a waiver of sovereign immunity to suit.
- 59.4 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.

- 59.5 The occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in neither whole or in part.
- 59.6 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 in section 1.6.
60. **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.
61. **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 a Contract with Contractor for the purchase of the services described herein based on the terms, conditions, and prices, of this Agreement.
62. In accordance with Texas Education Code, Chp. 51, Section 51.9335, Subsection (h), any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be a part of the executed contract without regard to:
- 62.1 Whether the provision appears on the face of the contract; or
- 62.2 Whether the contract includes any provision to the contrary.
63. **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.

Contractor's vehicles shall not block handicapped parking spaces or loading areas.

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>

64. Non-Solicitation. The parties agree that at no time during the term of this Agreement or for a period of two (2) years immediately following the expiration of this Agreement for any reason, will they, or their respective agents or representatives, attempt to recruit, employ, or use the services of, directly or indirectly, including employment by any successor contractor University may contract with to perform the Custodial Services, any salaried (exempt) employee of the other party or anyone who has, as a past salaried (exempt) employee of the other party, provided services under this Agreement. If a party, its agent or representative should hire a salaried (exempt) employee (or past salaried (exempt) employee as defined above) of the other party without prior written approval, it agrees to reimburse the other party an amount equal to two (2) years of such employee's then current salary (or, in the case of past employees, such employee's salary immediately prior to termination).
65. Contractor Vendors. In connection with Custodial Services provided hereunder, Contractor shall purchase any inventory, equipment, and services it is responsible for providing hereunder from various sellers and vendors selected by Contractor at its sole discretion. University accepts that Contractor may receive volume, trade or cash discounts or volume allowances for items or services purchased as part of providing Services under this Agreement and that those discounts/ volume allowances will accrue to Contractor and will not be credited back to University.
66. Additional Requirements. Contractor will ensure all Academic Buildings are serviced routinely throughout the week days to maintain restrooms and respond to clean-up requests. The Contract shall have an adequate number of employees available to perform Custodial Services on weekends and non-working hours to handle emergencies, routine requests, provide services to the Meadows center, and when necessary cover special events, as required below.
- 66.1 For events that occur when Contractor's custodial staff is on duty, Contractor shall rearrange cleaning schedule and provide employees to cover an event at no additional charge to the University provided Contractor can maintain required levels of Custodial Services without providing additional employees. University must provide forty eight (48) hours notice to Contractor of events to allow for staff rearrangements, if less notice is provided, Contractor may call in additional staff at University's cost. University will pay the event hourly rate identified on Attachment 3 if custodial staff is not present on campus or additional staff is required and must be called in. If Contractor does not cover an event as required above and University staff covers an event, then University will be reimbursed by Contractor.
- 66.2 Contractor will have a representative in the command center during events that require one. University Police Department will coordinate the command center.
- 66.3 Emergency calls must be acknowledged within 15 minutes. University will pay for a minimum call out of three (3) hours during non-working hours provided that a custodian is not already present on campus. If a custodian is on campus, the University will not pay an additional charge.
- 66.4 Some areas may require servicing during University closure days.
- 66.5 Alkek Library and the Round Rock Campus shall have "day porters" during the week days.
- 66.6 Contractor will provide custodial staff for emergency and additional out of scope services at the Hourly Rate for Events on Attachment 3.
- 66.7 All University owned dispenser repair/replacement requests shall be entered into Facilities AIM by Contractor for action by University Facilities Staff.

IN WITNESS WHEREOF, duly authorized representatives of University and Contractor have executed and delivered this Agreement effective as of the Effective Date.

SOUTHEAST SERVICE CORPORATION
d/b/a SSC Service Solutions


Name, Title, Authority

CFO


Date

TEXAS STATE UNIVERSITY SYSTEM
Examined and Recommended

President
Texas State University

Date

Chancellor
The Texas State University System

Date

APPROVED by the Board of Regents on _____ at _____

Chairman of the Board

Date


ATTACHMENT 1
STATEMENT OF WORK

1. **Allocation of Costs Between the Parties.** Responsibilities for the cost of the items relating to the Custodial Services are indicated below (indicated by placing an "X" in the appropriate space).

	<u>Contractor</u>	<u>University</u>
Janitorial supplies	X	
Equipment replacement and repair	X	
Paper Towels and Toilet Paper	X	
Hand Soaps	X	
Dispensers for hand soap, paper towels, toilet tissue and all restroom/hand washing supplies		X
Plastic Liners for Waste Containers	X	
Trash Containers		X
Uniforms (provided to Contractor employees)	X	
Contractor employee background security checks	X	

2. **Specifications and Frequencies.**

All cleaning specifications and frequencies listed are based on APPA Level 2. Window cleaning is limited to ten feet and lower. Exterior window cleaning is subject to water restrictions due to draught conditions and will require special approval before the Contractor cleans them.

<u>Routine Cleaning Specifications</u>			
All Facilities	Daily <i>(five (5) days per week, *unless otherwise noted in Attachment 2)</i>	Weekly	Bi-Weekly
Entrances, Lobbies, Hallways, Elevators & Stairs	1 Clean cigarette receptacles 	17 Spray buff floors	21 Damp mop landings
	2 Clean elevators (mop tile, vacuum carpet)	18 Clean elevator tracks	22 Damp mop stairs
	3 Clean water fountains	19 Clean interior walls & doors	
	4 Dust, spot and damp mop floors	20 Dust window sills/high ledges	
	5 Dust hand rails		
	6 Empty waste cans		
	7 Police (pick up)		
	8 Spot clean carpets		
	9 Spot clean entry glass		

	10 Spot clean exit doors 11 Spot clean wall to hand height (70") 12 Spot mop stairs and landings 13 Sweep outside walks and steps to street 14 Sweep stairs and landings 15 Vacuum carpets three times 16 Vacuum walk off mats				
Restrooms, Showers & Locker Rooms	23 Clean and sanitize fixtures 24 Clean horizontal surfaces 25 Clean mirrors 26 Damp mop and sanitize floors 27 Dust mop floors 28 Empty and re-line waste cans 29 Police (pick up, straighten up) 30 Refill dispensers	31 Clean shower walls	32 Clean all vertical surfaces	33 Scrub floors	
Offices	34 Damp mop floors 35 Dust and spot mop floors 36 Spot clean carpets 37 Empty and re-line waste cans 38 Vacuum carpets	39 Dust exposed horizontal surfaces 40 Dust vertical surfaces 41 Dust window sills/high ledges 42 Spray buff floors			
Classrooms, Lecture Halls, Libraries & Lounges	43 Align classroom furniture 44 Clean chalkboards 45 Clean exposed horizontal surfaces 46 Clean water fountains 47 Clean white boards 48 Damp mop floors 49 Dust mop floors 50 Empty waste cans 51 Police (pick up) 52 Removed dust from erasers 53 Spot clean carpet 54 Spot mop spills on floors 55 Vacuum carpets	56 Dust window sills/high ledges 57 Spray buff floors			
Laboratories	58 Clean chalkboards	67 Clean exposed horizontal surfaces			

	59 Clean exposed lab tables surfaces 60 Clean sinks if empty 61 Dust mop floors 62 Empty waste cans 63 Removed dust from erasers 64 Spot clean carpet 65 Spot mop spills on floors 66 Vacuum	68 Damp mop floors 69 Dust window sills/high ledges 70 Spray buff floors	
General	71 Clean custodial closets 72 Remove ice and snow from entrances to street 73 Remove trash to dumpster 74 Secure all outside doors 75 Secure interior doors found locked upon entry 76 Sweep loading docks 77 Turn off lights except for exit and security	78 Stock custodial closets	

Deep Cleaning Specifications E&G Areas		
All Facilities	Annually	
	*performed twice each year	
Corridors	79 Clean ceilings	
	80 Clean elevator floors and doors	
	81 Remove tape and cobwebs from ceiling	
	82 Wash fire doors and clean glass	
	83 Wash walls as needed	
	84 Wash windows/window sills and clean chrome	
	85 Wash/disinfect trash chutes and rooms	
	86 Refinish floors*	
Gymnasium	87 Screen and recoat hardwood gymnasium floors	
Kitchens	88 Clean ceilings	
	89 Clean all dust catchers	
	90 Clean cabinets (inside and outside)	
	91 Clean corners and baseboards	

	92	Clean countertops, tables and chairs
	93	Clean light fixtures
	94	Clean stove (including oven)
	95	Refinish floors*
	96	Wash walls and windows
Entrances, Lobbies, Halls, Elevators & Stairs	97	Extract carpets as needed*
	98	Refinish floors as needed*
Offices	99	Extract carpets as needed*
	100	Refinish floors as needed*
Classrooms, Lecture Halls, Libraries & Lounges	101	Extract carpets as needed*
	102	Refinish floors as needed*
Laboratories	103	Extract carpets as needed*
	104	Refinish floors as needed*

ATTACHMENT 2
SERVICE AREAS

ACADEMIC BUILDINGS	CSF
1401 Thorpe - Key shop	1,699
400 W. Hopkins - TSSC	11,408
Academic Services Building North	33,225
Academic Services Building South	20,941
Agriculture Greenhouse	67
Alkek Library * Services to be performed 7 days a week, including evenings.	269,251
Aqua Sports Center	17,802
Biology Research Headhouse	798
Brazos	9,522
Center For Student Retention	3,329
Child Development Center	14,308
College of Ed.	69,491
Colorado	2,656
Commons	16,997
Derrick Hall	75,235
Edward Gary Parking Garage Data Center Offices	2,707
Edward Gary Parking Garage Rest Rooms	147
Field Lab/Turtle House	1636
Fire Station Studio	6,905
Freeman Aquatic	24,453
Freeman Ranch Headquarters Office	1,304
Freeman Ranch Main House	2,190
Freeman Ranch Multipurpose Facility	3,232
Harris Dine. Hall/Underground	5,622
Hill House	4,536
Ivey-Moore House	2,015
Jerome & Catherine Supple Science	86,672
Jowers Center	142,596
Math Computer Sci.	29,151
Meadows Center Ticket Kiosk & Restrooms * Services to be performed 7 days a week, including evenings.	1,224
Meadows Center for Water and the Environment * Services to be performed 7 days a week, including evenings.	11,772
Medina	2,579
Moellar House	1,290
Music Bldg.	60,801
Pecos	9,010
Pedernales	4,429
Richrd. A. Castro Undergrad Adm.	4,715
River House	3,275
Riverside Apartments "C"	3,128
Sabinal	10,456
Science Green House	1,203
Sewell Park Outdoor Center Restrooms	459
Smith House	1,710

Smith House Annex	1,036
Strahan Coliseum	80,191
Strahan House	1,614
Swinney Guest House	847
Swinney House	2,687
Tennis Center	761
Theatre Center	37,977
Thornton International House	5,580
Trinity	5,935
Undergraduate Admissions Annex	4,717
University Distribution Center	6,477
University Press / West Warehouse/Anthropology	13,369
Williamj & Elizabeth Adamson ROTC	3,372
Round Rock Campus Avery Building	105,445
Round Rock Campus School of Nursing	64,621
Total Academic Buildings	1,310,575

STUDENT HEALTH CENTER BUILDING	CLEANABLE SQUARE FOOTAGE
Student Health Center	23,792

CAMPUS RECREATION BUILDINGS	CLEANABLE SQUARE FOOTAGE
Student Recreation Center	176,692
West Campus Fields Complex	680
Bobcat Village Fields Restrooms	340
Golf Pro Shop	1,150
Outdoor Center – Sewell Park	1,200
University Camp – Beretta Lodge	1,400
University Camp – Jeffersonian Lodge	800
University Camp – Bathhouse	550
ATLANTIC COAST COLLEGE BUILDINGS	182,002

LBJ STUDENT CENTER BUILDING	CLEANABLE SQUARE FOOTAGE
LBJ Student Center and Visitor Center	75,500

ATHLETIC BUILDINGS/FACILITIES	CLEANABLE SQUARE FOOTAGE
Track Stadium	916
Harris Underground	4,600
Baseball/Softball Stadium / Baseball/Softball Ticket Booth	5,694
Bobcat Stadium	6,840

Bobcat Stadium – West Side Complex	26,324
Bobcat Stadium – South End Zone Complex	36,907
North End Zone Complex	56,968
Caboose Suite at Baseball Stadium	300
Daren B Casey	11,876
TOTAL STADIUM BUILDING FOOTAGE	

STAR PARK	CLEANABLE SQUARE FOOTAGE
Star Park	9,078

PARKING SERVICES BUILDINGS/FACILITIES	CLEANABLE SQUARE FOOTAGE
Edward Gary Parking Garage Elevators and Landings	2,466
Matt Street Parking Garage	6,946
TOTAL PARKING SERVICES FACILITIES	

TRANSPORTATION SERVICES BUILDINGS	CLEANABLE SQUARE FOOTAGE
Transportation Services (in Commons)	2,225

ATTACHMENT 3 SQUARE FOOTAGE PRICING

		Year 1 Jan 15, 2015 to Jan 14, 2016		Year 2 Jan 15, 2016 to Jan 14, 2017		Year 3 Jan 15, 2017 to Jan 14, 2018		Year 4 Jan 15, 2018 to Jan 14, 2019		Year 5 Jan 15, 2019 to Jan 14, 2020	
ACADEMIC BUILDINGS	CSF	ANNUAL COST PER SQUARE FOOT	ANNUAL COST	ANNUAL COST PER SQUARE FOOT	ANNUAL COST	ANNUAL COST PER SQUARE FOOT	ANNUAL COST	ANNUAL COST PER SQUARE FOOT	ANNUAL COST	ANNUAL COST PER SQUARE FOOT	ANNUAL COST
1401 Thorpe - Key shop	1,699	\$1.04	\$1,766.96	\$1.08	\$1,837.64	\$1.12	\$1,911.14	\$1.12	\$1,911.14	At the end of year three (3) of this Agreement, the Annual Contract Price shall be increased by an amount equal to the percentage obtained from Consumer Price Index for All Urban Consumers: U.S. City Average, All Items, for the most recently published twelve (12) month period, as published by the U.S. Department of Labor, Bureau of Labor Statistics. Should the applicable inflation rate over the most recently published twelve (12) month period decrease, the Annual Contract Price shall not change from the previous year.	At the end of year four (4) of this Agreement, the Annual Contract Price shall be increased by an amount equal to the percentage obtained from Consumer Price Index for All Urban Consumers: U.S. City Average, All Items, for the most recently published twelve (12) month period, as published by the U.S. Department of Labor, Bureau of Labor Statistics. Should the applicable inflation rate over the most recently published twelve (12) month period decrease, the Annual Contract Price shall not change from the previous year.
400 W. Hopkins - TSSC	11,408	\$1.17	\$13,347.36	\$1.22	\$13,881.25	\$1.27	\$14,436.50	\$1.27	\$14,436.50		
Academic Services Building North	83,225	\$1.17	\$98,873.25	\$1.22	\$100,428.18	\$1.27	\$102,045.31	\$1.27	\$102,045.31		
Academic Services Building South	20,943	\$1.17	\$24,500.97	\$1.22	\$25,481.01	\$1.27	\$26,500.25	\$1.27	\$26,500.25		
Agriculture Greenhouse	67	\$1.17	\$78.39	\$1.22	\$81.53	\$1.27	\$84.79	\$1.27	\$84.79		
Alkek Library	269,251	\$1.49	\$401,183.99	\$1.55	\$417,231.35	\$1.61	\$433,920.60	\$1.61	\$433,920.60		
Aqua Sports Center	17,802	\$1.75	\$31,153.50	\$1.82	\$32,399.64	\$1.89	\$33,695.63	\$1.89	\$33,695.63		
Biology Research Headhouse	798	\$1.17	\$933.66	\$1.22	\$971.01	\$1.27	\$1,009.85	\$1.27	\$1,009.85		
Brazos	9,522	\$1.17	\$11,140.74	\$1.22	\$11,586.37	\$1.27	\$12,049.87	\$1.27	\$12,049.87		
Center For Student Retention	3,329	\$1.17	\$3,894.93	\$1.22	\$4,050.73	\$1.27	\$4,212.76	\$1.27	\$4,212.76		
Child Development Center	14,308	\$1.75	\$25,039.00	\$1.82	\$26,040.56	\$1.89	\$27,082.18	\$1.89	\$27,082.18		
College of Ed.	69,491	\$1.17	\$81,304.47	\$1.22	\$84,556.65	\$1.27	\$87,938.91	\$1.27	\$87,938.91		
Colorado	2,636	\$1.17	\$3,107.52	\$1.22	\$3,231.82	\$1.27	\$3,361.09	\$1.27	\$3,361.09		
Commons	16,997	\$1.17	\$19,886.49	\$1.22	\$20,681.95	\$1.27	\$21,509.23	\$1.27	\$21,509.23		
Derrick Hall	75,235	\$1.17	\$88,024.95	\$1.22	\$91,545.95	\$1.27	\$95,207.79	\$1.27	\$95,207.79		
Edward Gary Parking Garage Data Center Offices	2,707	\$1.17	\$3,167.19	\$1.22	\$3,293.88	\$1.27	\$3,425.63	\$1.27	\$3,425.63		
Edward Gary Parking Garage Rest Rooms	142	\$1.17	\$171.99	\$1.22	\$178.87	\$1.27	\$186.02	\$1.27	\$186.02		
Field Lab/Turtle House	1,636	\$1.17	\$1,914.12	\$1.22	\$1,990.68	\$1.27	\$2,070.31	\$1.27	\$2,070.31		
Fire Station Studio	6,905	\$1.17	\$8,078.85	\$1.22	\$8,402.00	\$1.27	\$8,738.08	\$1.27	\$8,738.08		
Freeman Aquatic	24,453	\$1.17	\$28,610.01	\$1.22	\$29,754.41	\$1.27	\$30,944.59	\$1.27	\$30,944.59		
Freeman Ranch Headquarters Office	1,304	\$1.17	\$1,525.68	\$1.22	\$1,586.71	\$1.27	\$1,650.18	\$1.27	\$1,650.18		
Freeman Ranch Main House	2,190	\$1.17	\$2,562.30	\$1.22	\$2,664.79	\$1.27	\$2,771.38	\$1.27	\$2,771.38		
Freeman Ranch Multipurpose Facility	3,332	\$1.17	\$3,781.44	\$1.22	\$3,932.70	\$1.27	\$4,090.01	\$1.27	\$4,090.01		
Harris Bldg. Hall/Underground	5,622	\$1.17	\$6,577.86	\$1.22	\$6,840.97	\$1.27	\$7,114.61	\$1.27	\$7,114.61		
Hill House	4,536	\$1.17	\$5,307.12	\$1.22	\$5,519.40	\$1.27	\$5,740.18	\$1.27	\$5,740.18		
Ivey Moore House	2,015	\$1.17	\$2,357.55	\$1.22	\$2,451.85	\$1.27	\$2,549.93	\$1.27	\$2,549.93		
Jerome & Catherine Supple Science	86,672	\$1.17	\$101,406.24	\$1.22	\$105,462.49	\$1.27	\$109,680.99	\$1.27	\$109,680.99		
Jowers Center	142,596	\$1.17	\$166,837.32	\$1.22	\$173,510.81	\$1.27	\$180,451.25	\$1.27	\$180,451.25		
Math Computer Sci.	29,151	\$1.17	\$34,106.67	\$1.22	\$35,470.94	\$1.27	\$36,889.77	\$1.27	\$36,889.77		
Meadows Center Ticket Kiosk & Restrooms	1,224	\$1.17	\$1,432.08	\$1.22	\$1,489.36	\$1.27	\$1,548.94	\$1.27	\$1,548.94		
Meadows Center for Water and the Environment	11,772	\$1.17	\$13,773.24	\$1.22	\$14,324.17	\$1.27	\$14,897.14	\$1.27	\$14,897.14		
Medina	2,579	\$1.17	\$3,017.43	\$1.22	\$3,138.13	\$1.27	\$3,263.65	\$1.27	\$3,263.65		
Moellar House	1,290	\$1.17	\$1,509.30	\$1.22	\$1,569.67	\$1.27	\$1,632.46	\$1.27	\$1,632.46		
Musick Bldg.	60,801	\$1.17	\$71,137.17	\$1.22	\$73,982.66	\$1.27	\$76,941.96	\$1.27	\$76,941.96		
Pecos	9,010	\$1.17	\$10,541.70	\$1.22	\$10,963.37	\$1.27	\$11,401.90	\$1.27	\$11,401.90		
Pedernal	4,429	\$1.17	\$5,181.93	\$1.22	\$5,389.21	\$1.27	\$5,604.78	\$1.27	\$5,604.78		
Richard A. Castro Undergrad Adm.	4,715	\$1.17	\$5,516.55	\$1.22	\$5,737.21	\$1.27	\$5,966.70	\$1.27	\$5,966.70		
River House	3,275	\$1.17	\$3,831.75	\$1.22	\$3,995.02	\$1.27	\$4,164.42	\$1.27	\$4,164.42		
Riverside Apartments "C"	3,128	\$1.17	\$3,659.76	\$1.22	\$3,806.15	\$1.27	\$3,958.40	\$1.27	\$3,958.40		
Sabinal	10,456	\$1.17	\$12,233.52	\$1.22	\$12,722.86	\$1.27	\$13,231.78	\$1.27	\$13,231.78		
Science Green House	1,203	\$1.17	\$1,407.51	\$1.22	\$1,463.81	\$1.27	\$1,522.36	\$1.27	\$1,522.36		
Sewell Park Outdoor Center Restrooms	459	\$1.17	\$537.03	\$1.22	\$558.51	\$1.27	\$580.85	\$1.27	\$580.85		
Smith House	1,710	\$1.17	\$2,000.70	\$1.22	\$2,080.73	\$1.27	\$2,163.96	\$1.27	\$2,163.96		
Smith House Annex	1,036	\$1.17	\$1,212.12	\$1.22	\$1,260.60	\$1.27	\$1,311.03	\$1.27	\$1,311.03		
Strahan Coliseum	80,191	\$1.17	\$93,823.47	\$1.22	\$97,576.41	\$1.27	\$101,479.47	\$1.27	\$101,479.47		
Strahan House	1,614	\$1.17	\$1,888.38	\$1.22	\$1,963.92	\$1.27	\$2,042.47	\$1.27	\$2,042.47		
Swinney Guest House	847	\$1.17	\$990.99	\$1.22	\$1,030.63	\$1.27	\$1,071.85	\$1.27	\$1,071.85		
Swinney House	2,687	\$1.17	\$3,143.79	\$1.22	\$3,269.54	\$1.27	\$3,400.32	\$1.27	\$3,400.32		
Tennis Center	761	\$1.17	\$890.37	\$1.22	\$925.98	\$1.27	\$963.02	\$1.27	\$963.02		
Theatre Center	37,977	\$1.17	\$44,433.09	\$1.22	\$46,210.41	\$1.27	\$48,058.83	\$1.27	\$48,058.83		
Thornton International House	5,580	\$1.17	\$6,528.60	\$1.22	\$6,789.74	\$1.27	\$7,061.33	\$1.27	\$7,061.33		
Trinity	5,935	\$1.17	\$6,943.95	\$1.22	\$7,221.71	\$1.27	\$7,510.58	\$1.27	\$7,510.58		
Undergraduate Admissions Annex	4,717	\$1.17	\$5,518.89	\$1.22	\$5,739.65	\$1.27	\$5,969.23	\$1.27	\$5,969.23		
University Distribution Center	6,477	\$1.17	\$7,578.09	\$1.22	\$7,881.21	\$1.27	\$8,196.46	\$1.27	\$8,196.46		
University Press / West Warehouse/Anthropology	13,369	\$1.17	\$15,641.73	\$1.22	\$16,267.40	\$1.27	\$16,918.10	\$1.27	\$16,918.10		
William & Elizabeth Adams ROTC	3,372	\$1.17	\$3,945.24	\$1.22	\$4,103.05	\$1.27	\$4,267.17	\$1.27	\$4,267.17		
Round Rock Campus Avery Building	105,445	\$1.34	\$141,296.30	\$1.39	\$146,948.15	\$1.45	\$152,876.08	\$1.45	\$152,876.08		
Round Rock Campus School of Nursing	64,621	\$1.34	\$86,592.14	\$1.39	\$90,055.83	\$1.45	\$93,658.06	\$1.45	\$93,658.06		
Total Academic Buildings		3,310,575									
BLENDED SQUARE FOOTAGE COST FOR FUTURE ACADEMIC ADDITIONS			\$1.17		\$1.22		\$1.27		Rate adjusted per CPI		Rate adjusted per CPI

Year 1 Jan 15, 2015 to Jan 14, 2016				Year 2 Jan 15, 2016 to Jan 14, 2017		Year 3 Jan 15, 2017 to Jan 14, 2018		Year 4 Jan 15, 2018 to Jan 14, 2019		Year 5 Jan 15, 2019 to Jan 14, 2020	
STUDENT HEALTH CENTER BUILDING	CLEANABLE SQUARE FOOTAGE	ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT	
		FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST
Student Health Center	23,792	\$1.75	\$41,636.00	\$1.82	\$43,301.44	\$1.89	\$45,033.50	Rate adjusted per CPI		Rate adjusted per CPI	
BLENDED SQUARE FOOTAGE COST FOR FUTURE STUDENT HEALTH CENTER ADDITIONS			\$1.75	\$1.82	\$1.89	Rate adjusted per CPI		Rate adjusted per CPI		Rate adjusted per CPI	
Year 1 Jan 15, 2015 to Jan 14, 2016				Year 2 Jan 15, 2016 to Jan 14, 2017		Year 3 Jan 15, 2017 to Jan 14, 2018		Year 4 Jan 15, 2018 to Jan 14, 2019		Year 5 Jan 15, 2019 to Jan 14, 2020	
CAMPUS RECREATION BUILDINGS	CLEANABLE SQUARE FOOTAGE	ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT	
		FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST
Student Recreation Center	176,692	\$2.55	\$450,564.60	\$2.65	\$468,587.18	\$2.76	\$487,330.67	Rate adjusted per CPI		Rate adjusted per CPI	
West Campus Fields Complex	680	\$1.34	\$911.20	\$1.39	\$947.65	\$1.45	\$985.55				
Bobcat Village Fields Restrooms	340	\$1.34	\$455.60	\$1.39	\$473.82	\$1.45	\$492.78				
Golf Pro Shop	1,150	\$1.34	\$1,541.00	\$1.39	\$1,602.64	\$1.45	\$1,666.75				
Outdoor Center - Sewell Park	1,200	\$1.34	\$1,608.00	\$1.39	\$1,672.32	\$1.45	\$1,739.21				
University Camp - Beretta Lodge	1,400	\$1.34	\$1,876.00	\$1.39	\$1,951.04	\$1.45	\$2,029.08				
University Camp - Jeffersonian Lodge	800	\$1.34	\$1,072.00	\$1.39	\$1,114.88	\$1.45	\$1,159.48				
University Camp - Bathhouse	550	\$1.34	\$737.00	\$1.39	\$766.48	\$1.45	\$797.14				
BLENDED SQUARE FOOTAGE COST FOR FUTURE CAMPUS RECREATION ADDITIONS			\$1.34	\$1.39	\$1.45	Rate adjusted per CPI		Rate adjusted per CPI		Rate adjusted per CPI	
Year 1 Jan 15, 2015 to Jan 14, 2016				Year 2 Jan 15, 2016 to Jan 14, 2017		Year 3 Jan 15, 2017 to Jan 14, 2018		Year 4 Jan 15, 2018 to Jan 14, 2019		Year 5 Jan 15, 2019 to Jan 14, 2020	
LBJ STUDENT CENTER BUILDING	CLEANABLE SQUARE FOOTAGE	ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT	
		FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST
LBJ Student Center and Visitor Center	75,500	\$1.34	\$101,170.00	\$1.39	\$105,216.80	\$1.45	\$109,425.47	Rate adjusted per CPI		Rate adjusted per CPI	
BLENDED SQUARE FOOTAGE COST FOR FUTURE LBJ STUDENT CENTER AND VISITOR CENTER ADDITIONS			\$1.34	\$1.39	\$1.45	Rate adjusted per CPI		Rate adjusted per CPI		Rate adjusted per CPI	
Year 1 Jan 15, 2015 to Jan 14, 2016				Year 2 Jan 15, 2016 to Jan 14, 2017		Year 3 Jan 15, 2017 to Jan 14, 2018		Year 4 Jan 15, 2018 to Jan 14, 2019		Year 5 Jan 15, 2019 to Jan 14, 2020	
ATHLETIC BUILDINGS/FACILITIES	CLEANABLE SQUARE FOOTAGE	ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT	
		FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST
Track Stadium	916	\$0.47	\$430.52	\$0.49	\$447.74	\$0.51	\$465.65	Rate adjusted per CPI		Rate adjusted per CPI	
Harris Underground	4,600	\$0.47	\$2,161.95	\$0.49	\$2,248.43	\$0.51	\$2,338.37				
Baseball/Softball Stadium / Baseball/Softball Ticket Booth	5,694	\$0.47	\$2,676.18	\$0.49	\$2,783.23	\$0.51	\$2,894.56				
Bobcat Stadium	6,840	\$0.47	\$3,214.80	\$0.49	\$3,343.39	\$0.51	\$3,477.13				
Bobcat Stadium - West Side Complex	26,324	\$0.47	\$12,372.28	\$0.49	\$12,867.17	\$0.51	\$13,381.86				
Bobcat Stadium - South End Zone Complex	36,902	\$0.47	\$17,346.42	\$0.49	\$18,040.14	\$0.51	\$18,761.75				
North End Zone Complex	56,968	\$0.47	\$26,774.96	\$0.49	\$27,845.96	\$0.51	\$28,959.80				
Carboise Suite at Baseball Stadium	300	\$0.47	\$141.00	\$0.49	\$146.64	\$0.51	\$152.51				
Daren B Casey	11,676	\$0.47	\$5,581.72	\$0.49	\$5,804.99	\$0.51	\$6,037.19				
BLENDED SQUARE FOOTAGE COST FOR FUTURE ATHLETIC BUILDINGS/FACILITIES ADDITIONS			\$0.47	\$0.49	\$0.51	Rate adjusted per CPI		Rate adjusted per CPI		Rate adjusted per CPI	
Year 1 Jan 15, 2015 to Jan 14, 2016				Year 2 Jan 15, 2016 to Jan 14, 2017		Year 3 Jan 15, 2017 to Jan 14, 2018		Year 4 Jan 15, 2018 to Jan 14, 2019		Year 5 Jan 15, 2019 to Jan 14, 2020	
STAR PARK	CLEANABLE SQUARE FOOTAGE	ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT	
		FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST
Star Park	9,078	\$1.34	\$12,164.52	\$1.39	\$12,651.10	\$1.45	\$13,157.14	Rate adjusted per CPI		Rate adjusted per CPI	
Year 1 Jan 15, 2015 to Jan 14, 2016				Year 2 Jan 15, 2016 to Jan 14, 2017		Year 3 Jan 15, 2017 to Jan 14, 2018		Year 4 Jan 15, 2018 to Jan 14, 2019		Year 5 Jan 15, 2019 to Jan 14, 2020	
PARKING SERVICES BUILDINGS/FACILITIES	CLEANABLE SQUARE FOOTAGE	ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT	
		FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST
Edward Gary Parking Garage Elevators and Landings	2,466	\$1.34	\$3,304.44	\$1.39	\$3,436.62	\$1.45	\$3,574.08	Rate adjusted per CPI		Rate adjusted per CPI	
Matt Street Parking Garage	6,946	\$1.34	\$9,307.64	\$1.39	\$9,679.95	\$1.45	\$10,067.14				
BLENDED SQUARE FOOTAGE COST FOR FUTURE PARKING BLDGS. ADDITIONS			\$1.34	\$1.39	\$1.45	Rate adjusted per CPI		Rate adjusted per CPI		Rate adjusted per CPI	
Year 1 Jan 15, 2015 to Jan 14, 2016				Year 2 Jan 15, 2016 to Jan 14, 2017		Year 3 Jan 15, 2017 to Jan 14, 2018		Year 4 Jan 15, 2018 to Jan 14, 2019		Year 5 Jan 15, 2019 to Jan 14, 2020	
TRANSPORTATION SERVICES BUILDINGS	CLEANABLE SQUARE FOOTAGE	ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT		ANNUAL COST PER SQUARE FOOT	
		FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST	FOOT	ANNUAL COST
Transportation Services (In Commons)	2,225	\$0.32	\$712.00	\$0.33	\$740.48	\$0.35	\$781.00	Rate adjusted per CPI		Rate adjusted per CPI	
BLENDED SQUARE FOOTAGE COST FOR FUTURE PARKING & TRANSPORTATION SVC BLDGS. ADDITIONS			\$0.32	\$0.33	\$0.35	Rate adjusted per CPI		Rate adjusted per CPI		Rate adjusted per CPI	
Total Cleanable Square Footage			1,763,819								
HOURLY RATE FOR EVENTS			\$17.00	\$17.68	\$18.39	Rate adjusted per CPI		Rate adjusted per CPI		Rate adjusted per CPI	

TXST: Interlocal Agreements

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

The following Interlocal contracts between Texas State University and the Edwards Aquifer Authority be approved, upon approval of the Vice Chancellor and General Counsel.

- 1) Interlocal Contract No. 15-735-HCP
- 2) Interlocal Contract No. 15-734-EX

Explanation

Under the approved Habitat Conservation Plan (HCP) for the Edwards Aquifer, Texas State has been awarded a contract (15-735-HCP) by the Edwards Aquifer Authority (EAA) to develop captive propagation techniques for invertebrate species covered under the HCP.

EAA Contract No. 15-734-EX is for the expansion of the City of San Marcos reclaimed water line. The University participated in the first phase of this project which took the reclaimed water line from CM Allen Parkway to the University campus. This phrase extends the line under IH35 to the City wastewater treatment plant.

Copies of the agreements are attached.



**EDWARDS AQUIFER
AUTHORITY**

INTERLOCAL CONTRACT No. 15-735-HCP

BETWEEN THE

EDWARDS AQUIFER AUTHORITY

AND

TEXAS STATE UNIVERSITY

FOR DEVELOPMENT OF HUSBANDRY AND CAPTIVE PROPAGATION TECHNIQUES
FOR INVERTEBRATE SPECIES COVERED UNDER THE EDWARDS AQUIFER

HABITAT CONSERVATION PLAN

This Interlocal Contract is made and entered into under the Texas Interlocal Cooperation Act ("ICA"), Chapter 791, Government Code by and between the EDWARDS AQUIFER AUTHORITY, ("EAA"), a political subdivision of the State of Texas, with its principal place of business located at 900 E. Quincy Street, San Antonio, Texas 78215, and TEXAS STATE UNIVERSITY ("TEXAS STATE"), an institution of higher education, with its principal place of business located at 601 University Drive, San Marcos, Texas 78666. Each of these entities is, at times, referred to in this Contract individually as a "Party," and both are referred to collectively as "Parties."

RECITALS

WHEREAS, the Edwards Aquifer Authority ("EAA") was created in 1993 by the Edwards Aquifer Authority Act, Act of May 30, 1993, 73rd Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350; as amended ("Act"); and

WHEREAS, under Section 1.02 of the Act, the EAA is a conservation and reclamation district created by virtue of Article XVI, Section 59 of the Texas Constitution, and is a governmental agency and body politic and corporate vested with the full authority to exercise the powers and to perform the functions specified in the Act; and

WHEREAS, under Section 1.08(a) of the Act, the EAA has all the powers, rights and privileges necessary to manage, conserve, preserve, and protect the Edwards Aquifer ("Aquifer") and to increase the recharge of, and prevent the waste or pollution of water in, the Aquifer; and

WHEREAS, under Section 1.11(d)(2) of the Act, and other applicable law, the EAA may enter into contracts; and

WHEREAS, the EAA Board of Directors approved this Contract on January 13, 2015, and authorized the EAA General Manager to execute the Contract; and

WHEREAS, the Contractor is an institution of higher learning with research capabilities to performs environmental sciences and water resources services; and

WHEREAS, the purpose of the EAA in contributing funding is to implement a portion of the Refugia Program of the Edwards Aquifer Habitat Conservation Program ("EAHCP") by developing a successful captive propagation program to provide for maintenance and protection of the endangered and threatened species to the extent required by federal law is a purpose or function permitted by the EAA under the Act; and

WHEREAS, it is in the public interest that the EAA enter into this Contract.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Contract, the EAA and TEXAS STATE agree as follows:

ARTICLE I – TERM; DESCRIPTION OF WORK

Section 1.1. Term. This Contract is effective and commences on February 1, 2015 ("Effective Date"), and terminates on December 31, 2015 ("Expiration Date").

Section 1.2. Services. Subject to the terms and conditions of this Contract, the EAA engages TEXAS STATE to perform, for the benefit of the EAA, the work set forth and described in this Contract and in the following documents ("Services") which are attached hereto: (1) the Scope of Work which is attached hereto as Exhibit A ("Scope of Work"); (2) the Budget Estimate which is attached hereto as Exhibit B ("Budget Estimate"); (3) the Labor Categories Rates & Personnel Chart which is attached hereto as Exhibit C ("Labor Categories Rates & Personnel Chart"). TEXAS STATE accepts such engagement and agrees to devote its best efforts and abilities, and furnish all necessary labor, machinery, equipment, tools, and transportation necessary in furtherance of its engagement under this Contract.

Section 1.3. Commencement and Completion of Services. TEXAS STATE will commence performing the Services immediately upon the date of receipt of the written notice to proceed issued by the EAA's General Manager. All Services will be completed and delivered to the EAA by the Expiration Date and shall be completed in compliance with the schedules, budgets, descriptions and specifications contained herein and in the Exhibits attached hereto. It shall be TEXAS STATE's responsibility to ensure that the completion times for the tasks required under this Contract are met.

ARTICLE II – AMENDMENTS

Section 2.1. This Contract may be amended only by written agreement of the Parties.

Section 2.2. Amendments by the General Manager. The Board of Directors of the EAA delegates the authority to the General Manager to enter into amendments to this Contract without further authorization by the Board consistent with the General Manager's authority to enter into contracts under Section 4.01 of the EAA's Bylaws.

ARTICLE III – COMPENSATION

Section 3.1. Fees and Expenses. The EAA agrees to pay TEXAS STATE for the Services rendered under this Contract in accordance with the Scope of Work, Budget Estimate, and Labor Categories, Rates & Personnel Chart, but in no event shall payments to TEXAS STATE exceed \$108,552. TEXAS STATE may not exceed this amount and will be responsible for the payment of all of its other additional costs and expenses. TEXAS STATE is not authorized to expend any additional funds in excess of this amount without the prior written approval from the EAA. The EAA will not be held accountable for any unauthorized work performed or funds expended by TEXAS STATE in providing the Services under this Contract.

Section 3.2. Payment. All invoices from TEXAS STATE to the EAA for the Services performed under this Contract shall be sent monthly and shall provide an itemization of the Services rendered, costs and expenses incurred. The terms of each invoice shall be net thirty (30) days upon EAA receipt and approval of that invoice.

ARTICLE IV – INDEPENDENT CONTRACTOR

Section 4.1. No Employment Relationship. The Parties understand and agree that this Contract does not create a fiduciary relationship between them, that they are separate entities, that TEXAS STATE is an independent contractor with respect to the performance of the Services and is not subject to the direct or continuous control and supervision of the EAA, and that nothing in this Contract is intended to make either Party a subsidiary, joint venturer, partner, employee, agent, servant or representative of the other Party for any purpose whatsoever. TEXAS STATE shall provide any and all equipment and materials necessary for the performance of the Services under this Contract. The EAA shall have no right of direction or control of TEXAS STATE, or its employees and agents, except in the results to be obtained, and in a general right to order the performance of the Services to start or stop as agreed to herein, to inspect the progress of the Services, and to receive reports. TEXAS STATE shall accommodate reasonable requests from the EAA to allow EAA employees, agents or representatives to accompany and observe TEXAS STATE personnel in carrying out the Services under this Contract.

ARTICLE V – CONTRACTOR PERSONNEL AND SUBCONTRACTORS

Section 5.1. Personnel. TEXAS STATE will provide any and all personnel necessary for its performance of the Services. TEXAS STATE will be responsible for its employees and agents in all respects, including, without limitation, their compliance with applicable laws and their safety, including without limitation, all Occupational Safety and Health Administration (OSHA) standards, requirements, and regulations.

To the extent allowed by law each Party agrees to be solely responsible for the wrongful acts of its own employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity.

Section 5.2. Subcontractors. In performing the Services under this Contract, TEXAS STATE may retain and utilize as its subcontractors, to the extent that they are not already employees of TEXAS STATE, those individuals identified to and approved in writing by the EAA,

in advance. Both Parties shall have the right to terminate, limit, or alter, at any time, the participation of any subcontractor utilized by TEXAS STATE. No additional subcontractors may be retained by TEXAS STATE to perform any Services under this Contract without the prior written consent of the EAA, provided that no such consent shall be necessary for the retention of any subcontractor previously approved by the EAA and identified by TEXAS STATE on the Effective Date of this Contract. TEXAS STATE will be responsible for its subcontractors in all respects including their compliance with applicable laws and their safety, including without limitation, all OSHA standards, requirements, and regulations.

ARTICLE VI – TERMINATION

Section 6.1. Termination. Either Party may terminate this Contract at any time, including at the expiration of each budget or payment period during the term of this Contract, for cause or convenience, upon thirty (30) days prior written notice to TEXAS STATE. Upon receipt of such termination notice, TEXAS STATE shall immediately stop all work in progress, including all work performed by subcontractors. Insofar as possible, all work in progress will be brought to a logical termination point. Within thirty (30) days of the final invoice following termination, the EAA shall pay TEXAS STATE all moneys then due and owing for the Services rendered, costs and expenses reasonably incurred up to the time of termination.

ARTICLE VII – OWNERSHIP OF MATERIALS

Section 7.1. Ownership. All information, documents, property, or materials produced, created, or supplied under this Contract shall remain the property of the EAA. The EAA hereby grants to TEXAS STATE a non-revocable, perpetual, royalty-free, fully paid license to use project intellectual property as needed.

Section 7.2. Delivery of Documents upon Termination. Upon termination of this Contract under Sections 1.3 or 6.1, all such information, property and materials not already in the possession of the EAA will be promptly delivered to the EAA.

Section 7.3. Nondisclosure of Documents. Both Parties recognize that each Party is subject to the provisions of Chapter 552, Government Code (Public Information). If a request for public information is filed with one of the Parties under Chapter 552, any information, property, or materials produced, created, or supplied under this Contract that is subject to disclosure under Chapter 552 may be disclosed by the Party to any third-party without the prior written consent of the other Party. If such a request is filed, the Party receiving the request shall promptly give notice to the other Party of the request.

Section 7.4. Record Copies. TEXAS STATE shall retain a record copy of all information, documents, property, or materials developed in the course of performing the Services for a minimum of three (3) years. Upon requests of the EAA, such information, documents, property, or materials will be promptly supplied to the EAA, including after the Expiration Date or the termination of this Contract under Section 6.1. The EAA will reimburse TEXAS STATE for actual cost of time and expenses of reproduction of such materials when requested.

Section 7.5 Publications. For publications the publishing Party shall provide the other Party a thirty-day (30) period in which to review proposed publications, identify proprietary or confidential information, and to submit comments. The publishing Party will give full consideration to all comments before publication and will be responsible for ensuring compliance with landowner permission restrictions. All publications created by TEXAS STATE pertaining to this Contract shall acknowledge that research performed by TEXAS STATE was funded by the EAA and in support of the EAHCP.

ARTICLE VIII – NON-PERFORMANCE

Section 8.1. TEXAS STATE agrees that it will perform all Services in a good and workmanlike manner, strictly in accordance with the standards of TEXAS STATE's profession, the Scope of Work, and as otherwise provided in this Contract and the Exhibits hereto. TEXAS STATE's failure to timely perform the Services as agreed shall constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity. Judgment of nonperformance shall rest solely with the EAA.

ARTICLE IX – LIQUIDATED DAMAGES

THIS ARTICLE INTENTIONALLY LEFT BLANK

ARTICLE X – BOND COVERAGE

THIS ARTICLE INTENTIONALLY LEFT BLANK

ARTICLE XI – INSURANCE

Section 11.1. Insurance Coverages. EAA acknowledges that, because TEXAS STATE is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of TEXAS STATE or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of TEXAS STATE is provided by TEXAS STATE as mandated by the provisions of Chapter 502, *Texas Labor Code*.

The liability of TEXAS STATE and its members for personal injury and property damage is controlled by the Texas Tort Claims Act, *Texas Civil Practice and Remedies Code*, Chapter 101, Section 101.021. The limits of liability are \$250,000 for each person, \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

Section 11.2. No limitations. Contractor's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by the EAA, nor shall Contractor's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 12.2.

ARTICLE XII – ASSUMPTION OF RISK AND INDEMNIFICATION

Section 12.1. Risk. TEXAS STATE shall assume all risks associated with TEXAS STATE's or its subcontractors' performance under this Contract and shall waive any claim against the EAA and other participants for damages arising out of the performance of the Services under this Contract by its personnel or contractors.

Section 12.2. Indemnification. To the extent allowed by laws of the State of Texas, TEXAS STATE shall defend, indemnify, and hold harmless the EAA its directors, employees, and agents from any and all damages, loss, or liability, including the costs of litigation and attorneys' fees arising from: (a) contracts or arrangements between TEXAS STATE and any third parties entered into in performing this Agreement; (b) any claims brought by any person relating to this Agreement or the Services provided under this Agreement; or (c) the quality of the Services or the performance of work under this Agreement. Nothing herein shall constitute a waiver of either Party's sovereign immunity.

ARTICLE XIII – NOTICES

Section 13.1. Notices to the EAA. All notices or communications under this Contract to be mailed or delivered to the EAA shall be in writing and shall be sent to the EAA's principal place of business as follows, unless and until TEXAS STATE is otherwise notified:

EDWARDS AQUIFER AUTHORITY
900 E. Quincy Street
San Antonio, Texas 78215
ATTENTION: ROLAND RUIZ, GENERAL MANAGER

Section 13.2. Notices to TEXAS STATE. All notices or communications under this Contract to be mailed or delivered to TEXAS STATE shall be in writing and shall be sent to the address of TEXAS STATE as follows, unless and until the EAA is otherwise notified:

TEXAS STATE UNIVERSITY
601 University Drive
San Marcos, TX 78666
ATTENTION: W. SCOTT ERWIN, DIRECTOR OF SPONSORED PROGRAMS

Section 13.3. Effective Date of Notice. Any notices or communications required to be given in writing by one Party to the other shall be considered as having been given to the addressee on the date the notice of communication is posted by the sending Party.

ARTICLE XIV – MISCELLANEOUS

Section 14.1. Entire Agreement. This Contract and the attached Exhibits constitute the entire agreement between the Parties regarding the Services to be performed by TEXAS STATE and there are no representations, warranties, agreements or commitments between the Parties except as set forth herein. Unless otherwise authorized herein, no amendments or additions to this Contract shall be binding on the Parties unless in writing and signed by the Parties.

Section 14.2. Non-Waiver. No delay or failure by either Party to exercise any right under this Contract, nor any partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. Nothing in this Contract will constitute a waiver of either Party's sovereign immunity.

Section 14.3. Headings. Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.

Section 14.4. Governing Law. This Contract will be construed in accordance with and governed by the laws of the State of Texas.

Section 14.5. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 14.6. Binding Effect. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that TEXAS STATE may not assign any of its rights nor delegate any of its duties hereunder without the EAA's prior written consent.

Section 14.7. Validity. The invalidity of any provision or provisions of this Contract shall not affect any other provision of this Contract, which shall remain in full force and effect, nor shall the invalidity of a portion of any provision of this Contract affect the balance of such provision.

Section 14.8. Non-Waiver of Immunity. Nothing in this Contract is intended as any waiver by the EAA or TEXAS STATE of any immunity from suit to which it is entitled under Texas law. Notwithstanding the foregoing, the Parties understand and agree that this section shall not prejudice the rights, obligations, and privileges of either party pursuant to Texas Constitution, Art. III, Section 49 and Texas Attorney General Op. MW-475; furthermore, this section is controlled and limited by the laws of the State of Texas, and any effect given to this section shall be controlled by, limited to, and otherwise modified so as to conform with, the laws of the State of Texas.

Section 14.9. Survival. Termination of this Contract for breach shall not constitute a waiver of any rights or remedies available at law or in equity to a Party to redress such breach. All remedies, either under this Contract or at law or in equity or otherwise available to a Party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. In addition, to these provisions, applicable provisions of this Contract shall survive any termination of this Contract.

Section 14.10. Attachments. The Exhibits, schedules and/or other documents attached hereto or referred to herein are incorporated herein and made a part hereof for all purposes. As used herein, the expression "Contract" means the body of this Contract and such attachments, Exhibits, schedules and/or other documents, and the expressions "herein," "hereof," and "hereunder" and other words of similar import refer to this Contract and such attachments,

exhibits, schedules and/or other documents as a whole and not to any particular part or subdivision thereof.

Section 14.11. Authority to Contract. Each Party represents and warrants for the benefit of the other Party that: (1) it has the legal authority to enter into this Contract; (2) this Contract has been duly approved and executed; (3) no other authorizations or approvals are or will be necessary in order to approve this Contract and to enable that Party to enter into and comply with the terms and conditions of this Contract; (4) the person executing this Contract on behalf of each Party has the authority to bind that Party; and (5) the Party is empowered by law to execute any other agreement or documents and to give such other approvals, in writing or otherwise, as are or may hereafter be required to implement and comply with this Contract.

Section 14.12. Officers or Agents. No officer or agent of the Parties is authorized to waive or modify any provision of this Contract. No amendment to or rescission of this Contract may be made except by a written document signed by the Parties' authorized representatives.

ARTICLE XV - TITLE IX REQUIREMENTS

Section 15.1. Texas State University System (TSUS) colleges and universities, including Texas State University, strictly adhere to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directive; and TSUS Sexual Misconduct Policy and Procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Texas State University – controlled property and non-controlled property, including institutions and entities with whom Texas State University places its students.

As a condition of employment, enrollment, doing business, being permitted to do business on all on campus and off campus sites used by Texas State University, and/or being permitted to officially work with, sponsor, affiliate, and/or otherwise interact with Texas State University students, employees, visitors, and other third parties on and/or off Texas State University controlled property, the above mentioned individuals, organizations, and entities must agree to:

- 1) Report immediately to the Texas State University's Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with Texas State University's Title IX investigation, including coordinating any third party investigation with that conducted by the Texas State University; and 3) Cooperate fully with all sanctions that Texas State University may impose against such individual, organization, or entity, who is found to have violated the Sexual Misconduct Policy and Procedures. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Texas State University reserves the rights to take appropriate action, including but not necessarily limited to, immediate removal from campus; immediate disassociation with Texas State University students, employees, or associated third parties; discipline of employees and students (including termination of employment and/or expulsion from school); termination of business, contractual, and/or non-contractual relationships; and termination of affiliation agreements.

IN WITNESS WHEREOF, this Contract is approved as of the day and date written below.

EDWARDS AQUIFER AUTHORITY

Name, Title, Authority

Date

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

President
Texas State University

Chancellor
The Texas State University System

APPROVED by the Board of Regents on ____ at ____] ____.

Chairman of the Board

Date

IN WITNESS WHEREOF, this Contract is executed as of the day and date first written above.
EDWARDS AQUIFER AUTHORITY TEXAS STATE UNIVERSITY

By: _____
Roland Ruiz
General Manager

By: _____
W. Scott Erwin
Director, Sponsored Programs

ATTEST:

ATTEST:

By: _____
Jennifer Wong-Esparza
Assistant to the Board Secretary

By: _____
Name _____
Title _____

APPROVED AS TO FORM:

Darcy Alan Frownfelter
General Counsel
Edwards Aquifer Authority

EXHIBIT A SCOPE OF WORK

The purpose of this Contract is to implement a portion of the Refugia Program of the EAHCP by developing a successful captive propagation program for the invertebrate species covered under the EAHCP, including captive rearing, life history, and environmental requirement needs.

Research will be conducted on five aquatic invertebrates species covered under the EAHCP: the (1) Comal Springs riffle beetle (*Heterelmis comalensis*); (2) Comal Springs dryopid beetle (*Stygoparnus comalensis*); (3) Peck's cave amphipod (*Stygoparnus pecki*); (4) Edwards Aquifer diving beetle (*Haideoporus texanus*); and (5) Texas troglobitic water slater (*Lirceoilus smithii*). The Contractor will perform the following tasks to successfully complete this study:

Task 1. Literature Review

TEXAS STATE will complete a comprehensive literature review pertaining to the topics below and information will be applied to the determination of project variables, design and methodology.

- Anesthesia methods;
- Response to light stimuli by subterranean and subsurface invertebrates;
- Mating behavior of the Peck's Cave amphipod;
- Culture techniques previously published for species that would be considered surrogates;
- Efficient methods for evaluation of growth and development; and
- Life history.

Task 2. Methodology Development

Subtask 2.1 Develop Experimental Design and Detailed Methodologies

TEXAS STATE will develop four statistically valid studies to evaluate stress reduction, holding, reproduction, and rearing of EAHCP covered invertebrates for the development of functional refugia. TEXAS STATE will be required to provide justification for the selection of the environmental variables and the methodologies selected to conduct the study.

Subtask 2.2 Present Methodologies to the Science Committee for Review

Upon completion of Subtask 2.1, TEXAS STATE will present the proposed design and methodologies to the Science Committee, at a date to be determined by the HCP Program Manager, for review before implementation of any research activities. TEXAS STATE will give a brief presentation and must be prepared to answer any questions from the Science Committee. In collaboration with EAA HCP staff, recommendations provided by the Science Committee will be considered for inclusion in final research methodologies.

Task 3. Conduct Applied Research

TEXAS STATE will carry out experimentation consistent with the methodologies developed in Task 2 and as recommended by the Science Committee, as may be considered appropriate, according to the process described in Subtask 2.2. TEXAS STATE will keep a project notebook

containing a description of the assumptions and methodologies used in the study analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the TEXAS STATE to reach conclusions, described in the draft final report. The project notebook shall include all raw data collected in the project and will be submitted with the draft final report on appropriate electronic storage media, and shall be in Searchable Adobe Acrobat format, or other agreed upon format. In addition, TEXAS STATE will take photographs of the experimentation (if applicable) throughout its various phases and make these photos available on the appropriate electronic storage media and utilized in reports submitted to the EAA (where applicable).

Subtask 3.1 – Anesthesia, MS-222, Clove Oil, CO₂, and Cooling

TEXAS STATE will conduct initial testing utilizing surrogates to avoid unnecessary mortalities of the applicable Covered Species. The surrogate for the Peck's cave amphipod will be the related *Stygobromus flagellates* (if enough test subjects can be obtained) and/or the common amphipod *Hyaella azteca*. The surrogate for the Comal Springs riffle beetle will be either *Heterelmis vulnerata*, *Heterelmis glabra*, or both. All tests will be performed at temperatures of 21 to 23°C, similar to the habitat of the covered invertebrates. When preliminary trials are completed with surrogates, the applicable Covered Species will then be tested at smaller numbers to refine workable levels of anesthetic materials and techniques. Tests using the other Covered invertebrates (*Stygoparnus comalensis*, *Lirceolus smithii*, and *Haideoporus texanus*) will depend on availability of these species and their suitable surrogates (*Helichus* sp., *Lirceolus* sp., and *Neoporus* sp. or *Sanfilippodytes* sp., respectively).

During each treatment, time to anesthesia will be determined by observing individual invertebrates until they do not respond to stimuli (pulse of water delivered by pipette or prodding). Recovery times will be initiated by placing the invertebrates in clean well water and observing them until they begin to exhibit reactions to stimuli. Invertebrates treated with an anesthetic agent and their respective controls will be moved to individual holding containers and observed for up to two weeks after exposure to determine potential long term effects of the treatments. For each treatment performed, we will utilize up to 15 individuals of two size classes (Juvenile and adult), as well as respective controls.

The procedures described above will be used for adult and juvenile invertebrates. All four potential anesthetics agents will be utilized on the larvae, while only CO₂ and cooling will be used on the adults (preliminary test with MS-222 and clove oil on adults will be performed).

Subtask 3.2 – Light responses

TEXAS STATE will place individual (adult and juvenile) invertebrates in test chambers and observed them by video for activity response to white light, red light, and preference for dark. Tests will be conducted with Peck's cave amphipods and Comal Springs riffle beetles. Tests using the other covered invertebrates (*Stygoparnus comalensis*, *Lirceolus smithii*, and *Haideoporus texanus*) will depend on availability of these species. TEXAS

STATE will utilize the “dark room” located at the SMARC facilities to conduct light/dark experiments on organisms.

Subtask 3.3 – Mating behavior of the Peck’s cave amphipod

TEXAS STATE will use microscopy for gender determination of adult amphipods anesthetized with methods developed under Subtask 3.1. Male/female pairs will be placed in small, clear containers and filmed with a high definition video camera and recordings will be reviewed for mating behaviors such as presence and duration of pre-copulatory amplexus, mate preference or aggression, and cannibalism. Behavioral data collected from these recordings will then be used to guide breeding protocols for the Peck’s cave amphipod.

Subtask 3.4 – Mating behavior of the Peck’s cave amphipod in captivity

TEXAS STATE will collect adult Peck’s cave amphipods from Comal Springs and will hold at the San Marcos Aquatic Research Center ("SMARC") facilities. Equal numbers of *S. pecki* will then be transferred to an experimental culture container for evaluation of growth and survival. TEXAS STATE will use some variation of the holding systems as described below:

- a) Group Holding Systems - These systems employ plastic containers supplied with well water through a simulated upwelling area providing dispersed flow limiting development of anoxic areas and a large surface area of filtered drainage reducing the likelihood of clogging and flooding. A nylon-net substrate is provided to increase three dimensional surface areas for the amphipods to utilize and to limit contact between individuals. Amphipod groups are placed into these containers.
- b) Flow Chambers - chambers built from PVC pipe or vinyl tubing, which can be connected to one another in series and separated with mesh. Water lines are attached to the end chamber, creating a flow through the entire series of chambers. Temperature is controlled by submersion in a larger living stream system. These flow chambers are designed to house individual amphipods, preventing cannibalism.
- c) Suspended Static Array - this system consists of multiple mesh chambers arranged into a suspended or floating array within a living stream system. Water is circulated within the living stream but not pumped through the individual chambers as above. In the static array system, amphipods are again housed individually, preventing cannibalism.

Task 4. Draft and Final Reports

TEXAS STATE will include in the Draft and Final Report a section describing the assumptions and methodology used by TEXAS STATE in generating the data, analysis and conclusions. The reports will summarize observations regarding analysis, trends, conclusions, and provide recommendations to the EAA for potential future research (if applicable).

The draft Final Report, will be submitted for review and comment no later than 30 days after the conclusion of the research. The Final Report will be due within 30 days after receipt of EAA review and comment.

TEXAS STATE will provide the Final Report, the project related data, and the project notebook in digital format. This digital report shall be contained on appropriate electronic storage media, and shall be in Searchable Adobe Acrobat format, or other agreed upon format.

Task 5. Meetings and Presentations

At the direction of the HCP Program Manager, TEXAS STATE will attend and be prepared to discuss the project at a minimum of two meetings with the Science Committee and two meetings with the Implementing Committee.

EXHIBIT B
BUDGET ESTIMATE

<u>TASK</u>	<u>ESTIMATED COST</u>
Task 1. Literature Review	\$ 8,391.
Task 2. Methodology Development	\$ 30,200.
Task 3. Conduct Applied Research	\$ 61,320.
Task 4. Draft and Final Reports	\$ 8,391.
<u>Task 5. Meetings and Presentations</u>	<u>\$ 250.</u>
TOTAL COSTS	\$108,552.

EXHIBIT C
LABOR CATEGORIES AND PERSONNEL CHART

Personnel	Charge Rate/Hour
Nowlin	\$68.89
Schwartz	\$40.00
Worsham	\$26.66
Nair	\$20.46
Everett	\$18.34
Expense	Charge Rate
Mileage	\$0.56/mile
Meals	At Cost
Lodging	At Cost
Equipment Rental	
Experimental holding containers	\$2,500.
PVC pipe, fittings, tubing, glue, etc	\$1,000.
Chemicals, glassware, anesthesia	\$1,500.
Digital Video Scope Camera	\$5,000.
Digital Camera for Mating Obs	\$4,000.
Filters, Consumables	\$1,500.



INTERLOCAL CONTRACT NO. 15-734-EX

BETWEEN

THE EDWARDS AQUIFER AUTHORITY

AND

THE CITY OF SAN MARCOS, TEXAS

AND

TEXAS STATE UNIVERSITY

FOR EXPANSION OF THE CITY OF SAN MARCOS' RECLAIMED WATER SYSTEM
(PROJECT DESIGN AND CONSTRUCTION - PHASE I)

This Interlocal Contract ("Contract") is made and entered into under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between the EDWARDS AQUIFER AUTHORITY, ("EAA"), a political subdivision of the State of Texas, with its principal place of business located at 900 E. Quincy Street, San Antonio, Texas 78215, the CITY OF SAN MARCOS, TEXAS ("City"), a municipal corporation, with its principal place of business located at 630 East Hopkins, San Marcos, Texas 78666, and TEXAS STATE UNIVERSITY ("Texas State"), an institution of higher education with its principal offices located at 601 University Dr., San Marcos, Texas 78666. Each of these entities is, at times, referred to in this Contract individually as a "Party," and are referred to collectively as "Parties."

RECITALS

WHEREAS, the EAA was created in 1993 by the Edwards Aquifer Authority Act, Act of May 30, 1993, 73rd Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350; as amended ("Act"); and

WHEREAS, under Section 1.02 of the Act, the EAA is a conservation and reclamation district created by virtue of Article XVI, Section 59 of the Texas Constitution, and is a governmental agency and body politic and corporate vested with the full authority to exercise the powers and to perform the functions specified in the Act; and

WHEREAS, under Section 1.08(a) of the Act, the EAA has all the powers, rights and privileges necessary to manage, conserve, preserve, and protect the Edwards Aquifer ("Aquifer") and to increase the recharge of, and prevent the waste or pollution of water in, the Aquifer; and

WHEREAS, under Section 1.11(d)(2) of the Act, and other applicable law, the EAA may enter into contracts; and

WHEREAS, the EAA Board of Directors approved this Contract on January 13, 2015, and authorized the EAA General Manager to execute the Contract; and

WHEREAS, the City provides water and wastewater services to its service area including and proximate to the city limits of the City, including to Texas State; and

WHEREAS, the City proposes to expand its reclaimed water system to better serve the needs of the City, Texas State, and other users, and, in so doing, will support the EAA goal and the mission of the Edwards Aquifer Habitat Conservation Plan ("EAHCP") by helping the City and Texas State conserve Edwards Aquifer ("Aquifer") groundwater; and

WHEREAS, this Contract is intended to satisfy the intent of Resolution and Order No. 12-11-673 of the Edwards Aquifer Authority Board of Directors adopted on December 28, 2011; and

WHEREAS, this Contract is intended to satisfy the intent of the Parties in that certain Memorandum of Understanding last signed on September 26, 2014, wherein the Parties agreed to share in the City's cost to implement Phase 1 of the City's reclaimed water project described herein only, according to the general terms consistent with the MOU, as described in this Contract; and.

WHEREAS, this Contract describes the Parties' agreement to share in the cost of Phase I of the City's expansion of its reclaimed water system to serve Texas State; and

WHEREAS, it is in the public interest that the Parties enter into this Contract.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Contract, the EAA, the City, and Texas State agree as follows:

ARTICLE I – TERM; DESCRIPTION OF WORK

Section 1.1. Term. This Contract is effective and commences on February 1, 2015 ("Effective Date"), and terminates on December 31, 2020 ("Expiration Date").

Section 1.2. Services. Subject to the terms and conditions of this Contract, the EAA engages the City to perform, for the benefit of the EAA and its management of the Aquifer and the implementation of the EAHCP, the work set forth and described in this Contract and in the following documents ("Services"), which are attached hereto: (1) the Scope of Work which is attached hereto as Exhibit A ("Scope of Work"); (2) the Budget Estimate which is attached hereto as Exhibit B ("Budget Estimate"); and (3) the visual depiction of the proposed reclaimed water pipeline project route, which is attached hereto as Exhibit C. The City accepts such engagement and agrees to devote its best efforts and abilities, and furnish, through the use of contractors, all necessary labor, machinery, equipment, tools, and transportation necessary in furtherance of its engagement under this Contract.

Section 1.3. Commencement and Completion of Services. The City will commence performing the Services immediately upon the date of receipt of the written notice to proceed issued by the EAA's General Manager. All Services will be completed and delivered to the EAA by the Expiration Date and shall be completed in compliance with the schedules, budgets, descriptions, and specifications contained in the Exhibits attached hereto. It shall be the City's responsibility to ensure that the completion times for the tasks required under this Contract are met. Time is of the essence in the performance of this Contract.

ARTICLE II – AMENDMENTS

Section 2.1. This Contract may be amended only by written agreement of the Parties.

Section 2.2. Amendments by the General Manager. The Board of Directors of the EAA delegates the authority to the General Manager to enter into amendments to this Contract without further authorization by the Board consistent with the General Manager's authority to enter into contracts under Section 4.01 of the EAA's Bylaws.

ARTICLE III – COMPENSATION

Section 3.1. Fees and Expenses. The EAA agrees to pay the City for the Services rendered under this Contract in accordance with the Scope of Work and Budget Estimate, but in no event shall payments to the City exceed \$619,983, payable to the City over the three year period 2016-2018, representing \$506,904 for the City and \$113,079 for Texas State. The City may not exceed this amount and will be responsible for the payment of all of its other and additional costs and expenses. The City is not authorized to expend any additional funds in excess of this amount without the prior written approval from the EAA. The EAA will not be held accountable for any unauthorized work performed or funds expended by the City in providing the Services under this Contract.

Section 3.2. Payment. All invoices from the City to the EAA for the Services performed under this Contract shall be sent annually and shall provide an itemization of the Services rendered, costs and expenses incurred. The City shall submit annual invoices to the EAA no later than January 15, 2016, January 15, 2017, and thirty (30) days following the EAA's receipt of a written notice of completion of the project depicting the City's total amount paid to its contractors and subcontractors for the Services, or leasing of the maximum amount of Conserved Water available for lease under Exhibit A, Section III.3, whichever is later. However, the EAA will reimburse no more than 50% of the expenses incurred by the City for the Services up to the amounts in Table B-1. The EAA reimbursements to the City shall be based on the completion of the Project Tasks described in the Project Schedule in Exhibit A and with the Project Budget Estimate described in Exhibit B. The terms of each invoice shall be net thirty (30) days upon EAA receipt and approval of that invoice, which approval shall not be unreasonably withheld.

Section 3.3 Use of Funds. 5.1. (a) The City agrees to utilize the funds provided by the EAA under this Contract only for Phase 1 of the Project to extend the City's reclaimed water system to serve Texas State's thermal plants and other end users.

(b) Texas State agrees to utilize the funds provided by the EAA under this Contract only for Phase 1 of the Project to connect its thermal plants to the City's reclaimed water system as more fully described in Exhibits A and C.

ARTICLE IV – INDEPENDENT CONTRACTOR

Section 4.1. No Employment Relationship. The Parties understand and agree that this Contract does not create a fiduciary relationship between them, that they are separate entities, that the City is an independent contractor with respect to the performance of the Services and is not subject to the direct or continuous control and supervision of the EAA, and that nothing in this Contract is intended to make either Party a subsidiary, joint venturer, partner, employee, agent, servant or representative of the other Party for any purpose whatsoever. The City shall provide for any and all equipment and materials necessary for the performance of the Services under this Contract. The EAA shall have no right of direction or control of the City, or its employees and agents, except in the results to be obtained, and in a general right to order the performance of the Services to start or stop as agreed to herein, to inspect the progress of the Services, and to receive reports. The City shall accommodate reasonable requests from the EAA to allow EAA employees, agents or representatives to accompany and observe City personnel or its contractors in carrying out the Services under this Contract.

ARTICLE V – CONTRACTOR PERSONNEL AND SUBCONTRACTORS

Section 5.1. Personnel. The City will provide any and all personnel necessary for its performance of the Services. The City will be responsible for its employees and agents in all respects, including, without limitation, their compliance with applicable laws and their safety, including without limitation, all Occupational Safety and Health Administration (OSHA) standards, requirements, and regulations. The City indemnifies and holds harmless the EAA, its officers, employees and directors, from and against any claims brought by any employee, subcontractor or other agent of the City relating in any way to the Services performed under this Contract.

Section 5.2. Subcontractors. In performing the Services under this Contract, the City may retain and utilize as its subcontractors, to the extent that they are not already employees of the City, those individuals who in the sole judgment of the City are necessary and qualified to perform the Services. The City will be solely responsible for its subcontractors in all respects including their compliance with applicable laws and their safety, including without limitation, all OSHA standards, requirements, and regulations.

ARTICLE VI – TERMINATION

Section 6.1. Termination. (a) As long as a Lease identified in Section III of Exhibit A is not in effect, the EAA may terminate this Contract at any time, including at the expiration of each budget or payment period during the term of this Contract, with or without cause, upon ten (10) days prior written notice to the City. Upon receipt of such termination notice, the City shall immediately stop all work in progress, including all work performed by subcontractors. Insofar as possible, all work in progress will be brought to a logical termination point. Within thirty (30) days of the final invoice following termination, the EAA shall pay the City all moneys then due and owing for the Services rendered, costs and expenses reasonably incurred up to the time of termination.

(b) If a Lease identified in Section III of Exhibit A is in effect, the EAA may terminate this Contract only after the term of the Lease then in effect has expired, or if the Lease is otherwise terminated in accordance with the terms of the Lease.

(c) In the event the EAA exercises its right under Section 6.1 to terminate this Contract early, and the City and/or Texas State has leased the maximum amount of Conserved Water available for lease under Exhibit A, Section III.3, and the EAA has not paid to the City and/or Texas State the full amount of compensation due to the City and/or Texas State under Section 3.1, the EAA shall pay to the City and/or Texas State \$308.89 per acre foot ("AF") for each AF that has actually been injected by the San Antonio Water System ("SAWS") of the City of San Antonio into the Aquifer Storage and Recovery Project of SAWS, less the total amount previously paid according to Article III.

ARTICLE VII – OWNERSHIP OF MATERIALS

Section 7.1. Ownership. All information, documents, property, or materials produced, created, or supplied under this Contract by the City, its employees, agents or subcontractors or anyone else, and whether finished or unfinished or in draft or final form, will be the property of the City.

Section 7.2. Disclosure of Documents. The information, documents, property, or materials produced, created or supplied under this Contract by the City, including preliminary technical reports and studies, may be disclosed by the City to any third-party without the prior written consent of the EAA. The City shall promptly advise the EAA of any requests for any such information, document, property, or materials by a third-party under the Texas Public Information Act, Chapter 552, Texas Government Code.

Section 7.3. Record Copies. The City shall retain a record copy of all information, documents, property, or materials developed in the course of performing the Services. Upon request of the EAA, such information, documents, property, or materials will be promptly supplied to the EAA, including after the Expiration Date or the termination of this Contract under Section 6.1. The EAA will reimburse the City for actual cost of time and expenses of reproduction of such materials when requested.

ARTICLE VIII – NON-PERFORMANCE

Section 8.1. The City warrants that it will perform all Services in a good and workmanlike manner, strictly in accordance with the standards of the City's profession, the Scope of Work, and as otherwise provided in this Contract and the Exhibits hereto. The City's failure to timely perform the Services as warranted and agreed shall constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity. Judgment of nonperformance shall rest solely with the EAA.

ARTICLE IX – LIQUIDATED DAMAGES

[THIS ARTICLE LEFT BLANK]

ARTICLE X – BOND COVERAGE

[THIS ARTICLE LEFT BLANK]

ARTICLE XI – INSURANCE

Section 11.1. Insurance Coverages. During the term of this Contract, the City shall obtain and maintain in effect, at the City's expense, appropriate insurance policies protecting the City and the EAA, and their respective officers, directors and employees, against any loss, liability, personal injury, death, property damage or any expense arising out of the performance of the Services under this Contract, including, without limitation: (1) worker's compensation insurance in compliance with applicable state law; (2) comprehensive general liability insurance, insuring against property damage, personal injury and death, in an amount of no less than \$1,000,000.00 per occurrence; (3) automobile liability insurance in an amount no less than \$1,000,000.00; (4) umbrella liability insurance in an amount of no less than \$1,000,000.00. Said insurance policies shall be with insurance carriers licensed to do business in Texas. The City shall be responsible for requiring that its subcontractors carry and maintain adequate insurance coverage.

Section 11.2. Additional Insureds. The City shall name the EAA, Texas State, and the Texas State University System, and their respective officers, regents, directors and employees as "additional insureds" on all of the insurance policies specified in Subsection 11.1 above, or with respect to the worker's compensation insurance, contain waivers of subrogation by City and the insurance carrier in favor of the EAA and Texas State. Not later than the date of receipt of the written notice to proceed under Section 1.3, the City must provide the EAA and Texas State with certificates of insurance to be issued directly to the EAA and Texas State by the City's insurance agent, identifying the specified coverage. The City, through its agent of record, shall notify the EAA and Texas State of any changes in coverages within thirty (30) days prior to any effective date of change.

Section 11.3. No limitations. The City's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by the EAA or Texas State, nor shall the City's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 12.2.

ARTICLE XII – ASSUMPTION OF RISK AND INDEMNIFICATION

Section 12.1. Risk. The City shall assume all risks associated with the City's or its subcontractors' performance under this Contract and shall waive any claim against the EAA and other participants for damages arising out of the performance of the Services under this Contract.

Section 12.2. Indemnification. To the extent authorized by law, the City shall defend, indemnify and hold harmless the EAA, its directors, employees and agents from any and all damages, loss, or liability of any kind whatsoever, including the costs of litigation and attorneys' fees arising from (a) contracts or arrangements between the City and any third parties entered into in performing this Contract, (b) any claims brought by any person relating to this Contract or the Services provided hereunder, or (c) the quality of the Services or the performance of the Services covered by this Contract.

To the extent authorized by law, the City shall defend, indemnify and hold harmless Texas State and the Texas State University System, and their respective Regents, officers, directors, employees, representatives and agents from any and all damages, loss, or liability of any kind whatsoever, including the costs of litigation and attorney's fees arising from (a) contracts or arrangements between the City and any third parties entered into in performing this Contract, (b)

any claims brought by any person relating to this Contract or the Services provided hereunder, or (c) the quality of the Services or the performance of the Services covered by this Contract.

ARTICLE XIII – NOTICES

Section 13.1. Notices to the EAA. All notices or communications under this Contract to be mailed or delivered to the EAA shall be in writing and shall be sent to the EAA's principal place of business as follows, unless and until the City is otherwise notified:

EDWARDS AQUIFER AUTHORITY
900 E. Quincy Street
San Antonio, Texas 78215
ATTENTION: ROLAND RUIZ, GENERAL MANAGER

Section 13.2. Notices to the City. All notices or communications under this Contract to be mailed or delivered to the City shall be in writing and shall be sent to the address of the City as follows, unless and until the EAA is otherwise notified:

CITY OF SAN MARCOS
630 East Hopkins
San Marcos, Texas 78666
ATTENTION: THOMAS P. TAGGART
PUBLIC SERVICES EXECUTIVE DIRECTOR

Section 13.3. Notices to Texas State. All notices or communications under this Contract to be mailed or delivered to Texas State shall be in writing and shall be sent to the address of Texas State as follows, unless and until the EAA is otherwise notified:

TEXAS STATE UNIVERSITY
601 University Drive
San Marcos, Texas 78666
ATTENTION: JUAN GUERRA, ASSOCIATE VP FACILITIES

Section 13.4 Effective Date of Notice. Any notices or communications required to be given in writing by one Party to the other shall be considered as having been given to the addressee on the date the notice of communication is posted by the sending Party.

ARTICLE XIV – MISCELLANEOUS

Section 14.1. Entire Agreement. This Contract and the attached Exhibits constitute the entire agreement between the Parties regarding the Services to be performed by the City and there are no representations, warranties, agreements or commitments between the Parties except as set forth herein. Unless otherwise authorized herein, no amendments or additions to this Contract shall be binding on the Parties unless in writing and signed by the Parties.

Section 14.2. Non-Waiver. No delay or failure by either Party to exercise any right under this Contract, nor any partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Section 14.3. Headings. Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.

Section 14.4. Governing Law. This Contract shall be deemed to have been executed and performed in the State of Texas and shall be construed in accordance with and governed by the laws of the State of Texas. Venue for any disputes or claims arising from this Contract shall be exclusively in the proper courts in Hays County, Texas.

Section 14.5. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 14.6. Binding Effect. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that the City may not assign any of its rights nor delegate any of its duties hereunder without the EAA's prior written consent.

Section 14.7. Validity. The invalidity of any provision or provisions of this Contract shall not affect any other provision of this Contract, which shall remain in full force and effect, nor shall the invalidity of a portion of any provision of this Contract affect the balance of such provision.

Section 14.8. Non-Waiver of Immunity. Nothing in this Contract is intended as any waiver by any of the Parties of any immunity from suit to which they may be entitled under Texas law.

Section 14.9. Survival. Termination of this Contract for breach shall not constitute a waiver of any rights or remedies available at law or in equity to a Party to redress such breach. All remedies, either under this Contract or at law or in equity or otherwise available to a Party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. In addition, to these provisions, applicable provisions of this Contract shall survive any termination of this Contract.

Section 14.10. Attachments. The Exhibits, schedules and/or other documents attached hereto or referred to herein are incorporated herein and made a part hereof for all purposes. As used herein, the expression "Contract" means the body of this Contract and such attachments, Exhibits, schedules and/or other documents, and the expressions "herein," "hereof," and "hereunder" and other words of similar import refer to this Contract and such attachments, exhibits, schedules and/or other documents as a whole and not to any particular part or subdivision thereof.

Section 14.11. Costs. If any legal action, arbitration, or other proceeding is brought by a Party for the enforcement of this Contract or because of an alleged breach or default of this Contract, the prevailing Party shall be entitled to recover reasonable costs incurred, in such action or proceeding in addition to any other relief to which it or they may be entitled.

Section 14.12. Authority to Contract. Each Party represents and warrants for the benefit of the other Party that: (1) it has the legal authority to enter into this Contract; (2) this Contract has been

duly approved and executed; (3) no other authorizations or approvals are or will be necessary in order to approve this Contract and to enable that Party to enter into and comply with the terms and conditions of this Contract; (4) the person executing this Contract on behalf of each Party has the authority to bind that Party; and (5) the Party is empowered by law to execute any other agreement or documents and to give such other approvals, in writing or otherwise, as are or may hereafter be required to implement and comply with this Contract.

Section 14.13. Officers or Agents. No officer or agent of the Parties is authorized to waive or modify any provision of this Contract. No amendment to or rescission of this Contract may be made except by a written document signed by the Parties' authorized representatives.

Section 14.14. Title IX. Texas State University System (TSUS) colleges and universities, including Texas State University, strictly adhere to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directive; and TSUS Sexual Misconduct Policy and Procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Texas State University – controlled property and non-controlled property, including institutions and entities with whom Texas State University places its students.

As a condition of employment, enrollment, doing business, being permitted to do business on all on campus and off campus sites used by Texas State University, and/or being permitted to officially work with, sponsor, affiliate, and/or otherwise interact with Texas State University students, employees, visitors, and other third parties on and/or off Texas State University controlled property, the above mentioned individuals, organizations, and entities must agree to:

- 1) Report immediately to the Texas State University's Title IX coordinator any and all claims of sex discrimination or sexual misconduct;
- 2) Cooperate with Texas State University's Title IX investigation, including coordinating any third party investigation with that conducted by the Texas State University; and
- 3) Cooperate fully with all sanctions that Texas State University may impose against such individual, organization, or entity, who is found to have violated the Sexual Misconduct Policy and Procedures.

If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Texas State University reserves the rights to take appropriate action, including but not necessarily limited to, immediate removal from campus; immediate disassociation with Texas State University students, employees, or associated third parties; discipline of employees and students (including termination of employment and/or expulsion from school); termination of business, contractual, and/or non-contractual relationships; and termination of affiliation agreements.

Section 14.15 Payment from Current Revenues. The Parties acknowledge that pursuant to Subsection 791.011(d)(3), Texas Government Code, the EAA, which is paying for the performance of governmental functions or services under this Contract, must make such payments from current revenues available to EAA.

IN WITNESS WHEREOF, this Contract is executed as of the day and date first written above.

EDWARDS AQUIFER AUTHORITY

Roland Ruiz
General Manager

Date

Attest:

Approved as to form:

Jenifer Wong-Esparza
Assistant to the Secretary

Darcy Alan Frownfelter
General Counsel

CITY OF SAN MARCOS

Jared H. Miller
City Manager

Date

Attest:

Approved as to form:

Jamie Lee Pettijohn
City Clerk

Michael Cosentino
City Attorney

TEXAS STATE UNIVERSITY SYSTEM
Examined and Recommended:

President
Texas State University

Chancellor
The Texas State University System

APPROVED by the Board of Regents on _____ at _____.

Chairman of the Board

Date

EXHIBIT A SCOPE OF WORK

I. BACKGROUND

The City developed a reclaimed water system in 1999 to provide cooling water to a power generating plant located southeast of the City. In subsequent years, the City has added as reclaimed water customers a cement manufacturing plant and a proposed golf course. The University's need for new thermal plants resulting from continued campus growth comes at a time when Texas State, the City, and others who rely on the Aquifer are focused on diversifying water supplies, partially in support of the EAHCP and the regional effort to meet the increasing water supply needs of the region. The City and Texas State have conducted a study of the feasibility of expanding the existing reclaimed water system to serve industrial and irrigation needs of the City, Texas State, and private sector users. The feasibility study identified and categorized existing and potential uses and developed a proposed plan for expanding the existing reclaimed water system.

The water management needs of the study area are summarized in the following five primary components:

- Develop reliable sources of water supply;
- Ensure that water supplies protect and promote public health;
- Develop water management strategies that enhance and restore the local environment;
- Minimize the costs of developing new water supplies by full utilization of local water sources; and
- Make water resource management an integral part of local economic development.

The feasibility study examined an expansion of the reclaimed water system in four phases over a period of 27 years. The following table depicts the multi-year phased approach of the expansion of the reclaimed water system:

Phase	Year	Service Area(s)	Potential Users Added/ Annual Demand	Features	Capital Cost
1	2015	Texas State/ Downtown	Texas State Thermal Plants 526.73 million gallons	Extend service to Texas State thermal plants. Service to Heldenfels and concrete batch plant is initiated.	\$3,036,300
2	2017	Texas State / Downtown	River Corridor Parks & Facilities 78.55 million gallons	Installation of two high service pumps at the reclaimed water pump station to serve the city and university irrigation demands. Construction of seasonal storage.	\$2,891,300
3	2020	South; Gary	Schools, Commercial & Gary Ball Fields 30.53 million gallons	Addition of third high service pump and extension to Gary Ball Fields. Initiation of service to schools and commercial users in the South Service Area.	\$4,647,600
4	2032	North	Soccer Complex, BV HOA, Baseball Complex	Addition of fourth high service pump and extension to the city's soccer complex.	\$7,737,800

			56.05 million gallons		
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II. DESCRIPTION AND SPECIFICATIONS OF SERVICES, INCLUDING COSTS:

The City and Texas State have developed a plan that will fully implement Phase 1 of the system expansion to deliver reclaimed water to Texas State thermal plants ("Project"). The Project includes the design and construction of approximately 12,400 linear feet of 16-inch diameter pipeline to deliver reclaimed water to Texas State thermal plants. A visual depiction of the proposed pipeline project route is included in Exhibit C. The project design will also include a reclaimed water reservoir and pump stations modifications.

The production, distribution, and use of reclaimed water will be consistent with the applicable state law, as it may be amended, regarding the provision and use of reclaimed water, including, but not limited to, Chapter 201, 30 Texas Administrative Code ("30 TAC"). The quality of reclaimed water supplied by the project will meet the quality parameters for Type I reclaimed water under Chapter 201, 30 TAC. In accordance with state rules, reclaimed water users will be prohibited from allowing reclaimed water to pond or to runoff during use. Additionally, the irrigation systems installed to use the reclaimed water within 100 feet of the cut bank of the San Marcos River shall be designed and operated so as to prevent introduction of the reclaimed water into the San Marcos Springs and River ecosystem.

Water main piping over San Marcos River crossings shall be cased for the full length of crossing plus a distance to allow replacement of any failed section without the introduction of reclaimed water into the San Marcos Springs and River ecosystem or alternately be directionally drilled and seamless HDPE pipe material used for crossing.

III. LEASE OF THE CITY'S AND TEXAS STATE'S CONSERVED WATER

1. Conserved Water. The Parties agree that during the term of this Contract the implementation of the Project by the City will result in 1,641 acre-feet (AF) of groundwater from the Aquifer that will be conserved by the City from EAA IRP Permit No. P100-828 (HA00222). The Parties also agree that during the term of this Contract the implementation of the Project by Texas State will result in 366 AF of groundwater from the Aquifer that will be conserved by Texas State from EAA IRP Permit Nos. P100-805 (HA00205), P100-806 (HA00206), and P100-807 (HA00207). These amounts of water shall be referred to as "Conserved Water." These permits shall be referred to as the "Permits."

2. Amount of the Permits Available for Lease. Prior to March 31st of each year during the term of this Contract, the City and Texas State shall each determine the amount of their respective Permits available for lease to the EAA as Conserved Water for the year and advise the EAA in writing of such amount. This determination shall be made at the sole discretion of the City and Texas State for their respective Permits.

3. Maximum Amount of Conserved Water Available for Lease. In no event shall the amount of Conserved Water to be leased to the EAA by the City during the term of this Contract be less than 1,641 AF, and, for Texas State, be less than 366 AF. The City and Texas State shall not ever be required by the EAA to make available for lease more than these amounts.

4. Lease of the Conserved Water Portion of the Permits. After receipt of the Conserved Water determination, the EAA will promptly prepare a one-year lease for the appropriate year that is in accordance with the Lease of Permitted Edwards Groundwater Rights ("Lease") as set out in Exhibit D, attached hereto and incorporated herein for all purposes, that is based on the Conserved Water determinations. No later than April 30th of each year during the term of this Contract, the City and Texas State agree to execute the Lease and to promptly deliver such executed Leases to the EAA.

5. Lease Term. The term of the Leases shall be annual and begin on the January 1st and terminate on December 31st of the year in which the Parties execute the Leases. The leased portion of the Permits shall be governed in all respects by the terms and conditions of the Lease. Any unleased portion of the Permits is not affected in any manner by the terms or conditions of this Contract or the Leases.

6. Representations of the City and Texas State. The City and Texas State represent and warrant that they have the legal authority to lease the Conserved Water portion of their respective Permits to the EAA. The City and Texas State also represent and warrant that they have good and clear legal title to the Conserved Water portion of the Permits, free and clear of liens or other encumbrances, and no challenges have been made or threatened by third parties to the City's and Texas State's claimed ownership of or rights in the Conserved Water portion of the Permits.

IV. PROJECT RESPONSIBILITIES:

1. The City agrees to construct the Project to extend the City's reclaimed water system to serve Texas State's thermal plants and other end users as provided for in this Exhibit.

2. Texas State agrees to connect to the City's reclaimed water system at the appropriate time for such connection as determined mutually by the City and Texas State.

V. PROJECT COMPLETION SCHEDULE:

All activities that are the subject of this Contract will be completed prior to December 31, 2018.

Request for Proposals/Contract Approval:	January 2015 – April 2015
Preliminary Design/Permitting:	May 2015 – June 2016
Project Design/Construction Documents:	March 2016 – February 2017
Bidding/Award:	March 2017 – May 2017
Construction:	June 2017 – February 2018

EXHIBIT B
BUDGET ESTIMATE

The EAA will fund approximately 50% of the total cost of Project Design, in an amount not to exceed \$195,906; approximately 50% of Construction Phase Services, in an amount not to exceed \$19,540; and will fund a portion of Construction, in an amount not to exceed \$404,537. Table B-1 depicts the estimated cost breakdown between the City, Texas State, and the EAA for the entire cost of Phase 1. *[Note: Table B-1 is intended to demonstrate the EAA's reimbursement schedule. Texas State's financial participation will be subject to a separate agreement between the City and Texas State.]*

Table B-1

	City of San Marcos	Texas State	EAA	TOTAL
Project Design				
Preliminary design	\$ 35,180	\$ 17,579	\$ 52,760	\$ 105,519
Permitting	13,364	6,678	\$ 20,042	\$ 40,084
Final design	82,087	41,018	\$ 123,105	\$ 246,210
SUBTOTAL (Design)	\$ 130,631	\$ 65,275	\$ 195,906	\$ 391,812
Project Construction				
Construction phase services	\$ 13,027	6,514	\$ 19,540	\$ 39,081
Construction	1,066,411	533,206	\$ 404,537	\$ 2,004,154
Contingency	400,914	200,333	\$ -	\$ 601,247
SUBTOTAL (Construction)	\$ 1,480,352	\$ 740,052	\$ 424,077	\$ 2,644,482
TOTAL	\$ 1,610,983	\$ 805,327	\$ 619,983	\$ 3,036,294

Over the term of this Contract, the EAA will reimburse eligible expenses in an amount not to exceed \$206,661, annually. To be eligible for reimbursement, expenses must have been incurred during the term of this Contract.

If the EAA's responsibility to reimburse eligible expenses is less than \$206,661 in a given year, the amount of the difference between the eligible expenses and the maximum annual reimbursement amount may be used to adjust the maximum annual reimbursement amount(s). For example, if total eligible expenses are \$200,000 in the first year, \$6,661 may be added to the subsequent year maximum reimbursement amount for a total of \$213,322.

TXST RECLAIMED WATER DELIVERY POINT
TSU THERMAL PLANTS
GND ELEV=590
DEMAND=0.75 MGD
PRESSURE=16 PSI

Existing 12" RWL

Existing 16" RWL

Proposed 16" RWL

Proposed Pump Improvements

Proposed Reclaimed Water Reservoir

Legend

- WWTP
- Texas State University
- City Owned Tracts
- Seasonal Storage Site

RW Pipelines

- 8-in
- 12-in
- 16-in
- 18-in

EXHIBIT D
LEASE OF PERMITTED EDWARDS GROUNDWATER RIGHTS

Sample Lease of Permitted Edwards Groundwater Rights



EDWARDS AQUIFER HABITAT CONSERVATION PLAN PROGRAM

LEASE OF PERMITTED EDWARDS GROUNDWATER RIGHTS

(Beginning *[insert effective date]* (*reclaimed water contract-related [insert #]-year lease*))

This Lease of Permitted Edwards Groundwater Rights ("Lease") is entered into and is effective on the date set out in Paragraph 3, by and between *[insert name of the Lessor]*, the person or entity that is shown by the official permitting records of the Edwards Aquifer Authority as the owner of record of Permit No. *[insert #]* ("Permit", attached hereto as Exhibit "A") (hereinafter referred to as "Lessor", whether one or more) and the Edwards Aquifer Authority, a conservation and reclamation district and political subdivision of the State of Texas, (hereinafter referred to as "Lessee"). Each of these entities is, at times, referred to individually as a "party," and both are referred to collectively as "parties." Lessor hereby leases to Lessee *[insert #]* acre feet per annum ("AF/annum") of *[insert #]* of the Permit, fully transferable permitted Edwards groundwater rights ("Groundwater Rights"), appurtenant to the Property described below, on the following terms and conditions:

1. **Property.** The Property consists of all property rights to and for the Edwards Aquifer groundwater which relates to the real property described as the place of use in Exhibit "A" ("Real Property"), including the right to withdraw and beneficially use *[insert #]* AF/annum of permitted Edwards groundwater rights pursuant to the Permit, and all real and personal property rights, appurtenances, permits, authorities, licenses, consents and contracts, if any, pertaining to all such property rights.
2. **Lease of Permitted Groundwater Rights.** The lease of the Groundwater Rights, as defined above, shall expressly include all or the portion of the Permit which has been leased under this Lease, and all modifications, transfers, amendments, conversions, consolidations, corrections, renewals, extensions or successor or substitute permits relating to the Permit, and the right of the Lessee to withdraw and beneficially use the Groundwater Rights pursuant to this Lease.
3. **Term.**
 - (a) Subject to subsection (b), the Term of this Lease shall be for a period of *[insert text of a number]* (*[insert #]*) years commencing on *[insert month, date, year]* ("Effective Date"), and continuing through December 31, *[insert year]*. Each consecutive 12 month period from January 1, *[insert year]*, is a Lease Year.
 - (b) This Lease may be terminated prior to the term stated in subsection (a) due to decisions made pursuant to the Adaptive

Management Process of the FMA¹ only as follows:

(1) if it is determined that the San Antonio Water System (“SAWS”) ASR for Springflow Protection Program (*see* HCP § 5.5) Program (“ASR Program”) be discontinued as a Conservation Measure by the Implementing Committee of the Edwards Aquifer Habitat Conservation Plan Program under Section 7.12.4.f of the FMA, Lessee may terminate this Lease, in its sole discretion, by providing advance written notice of termination to Lessor by July 1st of any year during the Term of this Lease, in which case this Lease terminates on December 31st of the same year in which the notice is timely given; or

(2) if the ASR Program is modified and such modification results in a material conflict with this Lease, and the parties are unable in good faith to renegotiate a modification to this Lease to be consistent with the modified ASR Program within 60 days from the date Lessee gives notice to Lessor that the ASR Program has been modified, either party may terminate this Lease by providing advance written notice of termination to the other party by July 1st of any year during the Term of this Lease, in which case this Lease terminates on December 31st of the same year in which the notice is timely given.

4. **Lease Payment.** Lessee agrees to pay to Lessor as provided in that certain Interlocal Contract No. 14-[insert #] between the Edwards Aquifer Authority and the City of San Marcos, Texas and Texas State University for Expansion of the City of San Marcos’ Reclaimed Water System (Project Design And Construction - Phase I), effective [insert month, date, year].
5. **Aquifer Management Fees.** During the Term of this Lease, Lessor shall have no duty to pay any aquifer management fees assessed by Lessee relative to the Groundwater Rights.
6. **Defense of Rights.** Lessee shall have the right to initiate and prosecute any proceedings relating to the Groundwater Rights and, at its election, the Property as may be necessary for the protection of the Groundwater Rights, including but not limited to protecting, defending, or preserving the rights to withdraw groundwater from the Edwards Aquifer and place it to beneficial use. If

¹ For purposes of this Lease, “FMA” means the Funding and Management Agreement by and among the Edwards Aquifer Authority, the City of New Braunfels, the City of San Marcos, the City of San Antonio, acting by and through its San Antonio Water System Board of Trustees, and Texas State University – San Marcos to fund and manage the Habitat Conservation Plan for the Edwards Aquifer Recovery Implementation Program (eff. Jan. 1, 2012). “Adaptive Management Process” or “AMP” means the iterative process designed to develop information through monitoring and research, and the review and use of the results to confirm the efficacy of or to adjust the Conservation Measures, all as described in Article Seven of the FMA and in Chapter 6 of the Habitat Conservation Plan (“HCP”). *See* FMA § 1.1.1. The HCP that is in effect for purposes of this Lease is that which accompanies the application for an Incidental Take Permit (“ITP”) approved by the U.S. Fish and Wildlife Service on March 18, 2013, and assigned Permit No. TE63663A-O.

Lessee elects to act with respect to the Property, Lessee shall give Lessor written notice of such election; provided, however, in no event shall Lessee be required to give notice to Lessor of its actions with respect to the Groundwater Rights leased hereunder. If Lessee elects to act with regard to the Property or Groundwater Rights, Lessor shall cooperate with Lessee's efforts in connection therewith. Lessor shall not take any action or omit to take any actions which will adversely affect the Property or Groundwater Rights. If required by law, Lessee may take any such action in the name of Lessor. Unless otherwise required by law, Lessee shall not be required to take any such action with respect to the Property or Groundwater Rights on behalf of Lessor. Lessee shall in no event be deemed to be the agent of Lessor or as having any duty or responsibility to Lessor or to act on behalf of Lessor. To the extent Lessee elects to act in connection with the Property, Lessor appoints Lessee as Lessor's attorney-in-fact to take such action.

7. **Processing
of Lease.**

Lessor shall be responsible for filing with Lessee an original of this Lease executed by Lessor and a proposed memorandum of lease along with the Transfer Application. Lessor shall not be required to pay any application fees of Lessee to file the Transfer Application. Lessee shall process the Transfer Application in accordance with Lessee's rules. During Lessee's review and processing of the Transfer Application, Lessor shall furnish to Lessee copies of all documents related to the Property or Groundwater Rights as Lessee, in its discretion, may require to process the Transfer Application, including pending litigation or other matters which adversely affect the Property or Groundwater Rights. If the Transfer application is approved as filed, Lessee shall execute this Lease and return a fully executed copy to Lessor. If during the review of the Transfer Application, the Transfer Application cannot be approved as filed, Lessee will in writing give notice to Lessor in accordance with Lessee's rules. This Lease shall not be effective until the Lessee has executed this Lease after it has approved the Transfer Application.

8. **Continued
Operation.**

From the date of execution of this Lease by Lessor and continuing thereafter during the Term of this Lease, Lessor shall not take any actions (or omit to take any actions) which will harm or diminish the Property or Groundwater Rights. During the Term of this Lease, Lessor shall have a continuing duty to furnish to Lessee notice of all matters or actions related to or affecting the Groundwater Rights, including, without limitation, actual or threatened litigation or administrative actions, within five (5) business days of the date Lessor becomes aware of such matters or actions. Lessor agrees to furnish to Lessee information concerning and copies of all documents pertaining to such matters or actions within five (5) business days of the date that Lessee requests such information or documents. Lessor additionally agrees and acknowledges that it has leased the Groundwater Rights to Lessee and that Lessor shall not transfer the

Property or Groundwater Rights, nor shall Lessor make any withdrawals of any Groundwater Rights leased hereunder, nor otherwise authorize or allow any other third-party to withdraw such groundwater. Any such unauthorized withdrawals shall constitute a violation of this Lease, and the applicable rules of Lessee.

9. **Quiet Enjoyment.** Lessor does hereby warrant and represent to Lessee that it has good title to the Property and Groundwater Rights leased to Lessee hereunder and does hereby covenant to provide to Lessee quiet enjoyment, without restriction or limitation, of the Property and Groundwater Rights during the full Term of this Lease, subject only to any matters of record in the Official Public Records of *[insert name of county]* County, Texas, as of the Effective Date hereof.
10. **Proceeds From Awards.** Lessor assigns to Lessee all interest of Lessor in and to any condemnation awards or insurance proceeds which relate to Lessee's interest in the Groundwater Rights which are allocated to the value of Lessee's interest in this Lease.
11. **Cooperation.** Lessor will use its best efforts, take such actions, and execute and deliver such documents Lessee determines necessary to fully vest Lessee with the Groundwater Rights and make effective all of the terms of this Lease. In the event that the Property or the Groundwater Rights is burdened by a mortgage or deed of trust, and the holder of such mortgage and deed of trust has not previously released their lien on the Groundwater Rights, Lessor shall use best efforts to obtain and deliver to Lessee a Subordination, Nondisturbance and Attornment Agreement, in form and content acceptable to Lessee, executed by Lessee and the applicable holder of such mortgage or deed of trust.
12. **Assignability.** Lessee shall have the right to sublease or assign this Lease, and shall give to Lessor prompt written notice of such sublease or assignment.
13. **Notices.** Any notices to be given hereunder shall be given by placing the notice in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other addresses as the respective party may direct in writing to the other, by overnight delivery service, or by personal delivery to such address. Notice shall be deemed effective upon such placing in the mail, on the next business day following delivery and acceptance for next day delivery by any overnight delivery service, or upon actual delivery if by personal delivery:

Lessor:

[insert name]

[insert title]

[insert name of Lessor]

[insert physical address]

[insert city, state, zip code]

Lessee: Edwards Aquifer Authority
900 E. Quincy
San Antonio, Texas 78215
Attn: General Manager

14. **Taxes.** All taxes, charges, or assessments upon the Property and Groundwater Rights shall be the continuing responsibility of Lessor. Lessee shall not be liable for any taxes, charges, or assessments upon the Property or Groundwater Rights.
15. **Liens.** Lessor and Lessee shall promptly pay when due all items for which they are responsible which may result in the placement of a lien on the Property or Groundwater Rights. If Lessor or Lessee fails to pay any such item, including but not limited to any tax, charge or assessment, or any mechanic's or materialmen's expenses, or if a lien is placed upon the Property or Groundwater Rights, the non-defaulting party shall have the right to make such payment and the defaulting party hereby covenants to reimburse the non-defaulting party, upon demand, for any amount so expended or paid, with interest thereon at the highest legal rate per annum from the date of such payment until the date of such reimbursement.
16. **Default.** If for any reason Lessor fails to comply with any of the provisions of this Lease, Lessee, at its election, may exercise all rights which may be available to it at law or in equity, including termination of this Lease. If Lessee fails to comply with any provision of this Lease and such failure continues for a period of thirty (30) days after receiving written notice of such failure from Lessor, Lessor may, as its sole and exclusive remedy terminate this Lease and receive the Lease Payments which are due and payable and have accrued through that date.
17. **Waiver.** The failure on the part of either party to require the performance by the other of any portion of this Lease shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision. Any waiver by either party of any provision of this Lease shall not be a waiver of any other provision hereof.
18. **Severability.** The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision of this Lease.
19. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Texas, and the obligations, rights, and remedies of the parties hereunder will be determined in accordance with such laws without reference to the laws of any other state or jurisdiction, except for applicable federal laws, rules, and regulations. The parties also specifically

agree that in the event that any legal proceeding is brought to enforce this Lease, the same will be brought in Bexar County, or the county in which Property is located.

20. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
21. **Authority.** Each of the persons signing on behalf of Lessor and Lessee hereby confirm that they have the authority to execute this Lease on behalf of the party indicated by their signature and have the authority to bind such party thereto.
22. **Survival.** Except as set out herein, all agreements and representations in this Lease shall survive the end of the Term.
23. **Force Majeure.** If Lessee is denied its use of all or a part of the Groundwater Rights by reason of any laws, regulations, or governmental action or other acts outside of the control of Lessee, other than any limitation or prohibition on the use or withdrawal of any of the Groundwater Rights during any Critical Period Stage imposed by Lessee pursuant to its rules, then Lessee and Lessor shall be excused from their obligations hereunder for so long as these circumstances exist.
24. **Further Assurances.** Lessor and Lessee shall take all further actions and shall execute and deliver to the other any other document or instrument which Lessee determines to be necessary or useful to fully carry out the transactions evidenced by this Lease, including any amendments to the Permit, in conformance with applicable Lessee rules, or any documentation required by Lessor in order to evidence the termination of Lessee's interest in the Groundwater Rights upon the termination of this Lease. In addition, Lessor agrees to amend this Lease in any manner necessary to cause this Lease to be in compliance with Lessee rules. Lessee shall have the authority to file a Memorandum of Lease of public record to reflect its interest in the Property and Groundwater Rights as set out under the terms of this Lease. Lessor agrees to execute any such form of Memorandum of Lease provided by Lessee.
25. **Attorneys Fees.** If any action at law or in equity is brought to enforce or interpret a provision of this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and other necessary litigation disbursements in addition to any relief to which it may be entitled.
26. **Entire Agreement.** This Lease contains all agreements between the parties and any agreement not contained herein shall not be recognized by the parties. The captions used herein are for convenience only and shall not be used to construe this

EXHIBIT “A”

Permit No. _____

LSC-O: Real Property Acquisition

Upon motion of Regent_____, seconded by Regent_____,
it was ordered that:

Lamar State College – Orange be authorized to use Higher Education Assistance Funds (HEAF) money to purchase property located at 411 4th Street in Orange, Texas from the Lamar State College – Orange Foundation for \$48,270.44 subject to legal review by the Vice Chancellor and General Counsel.

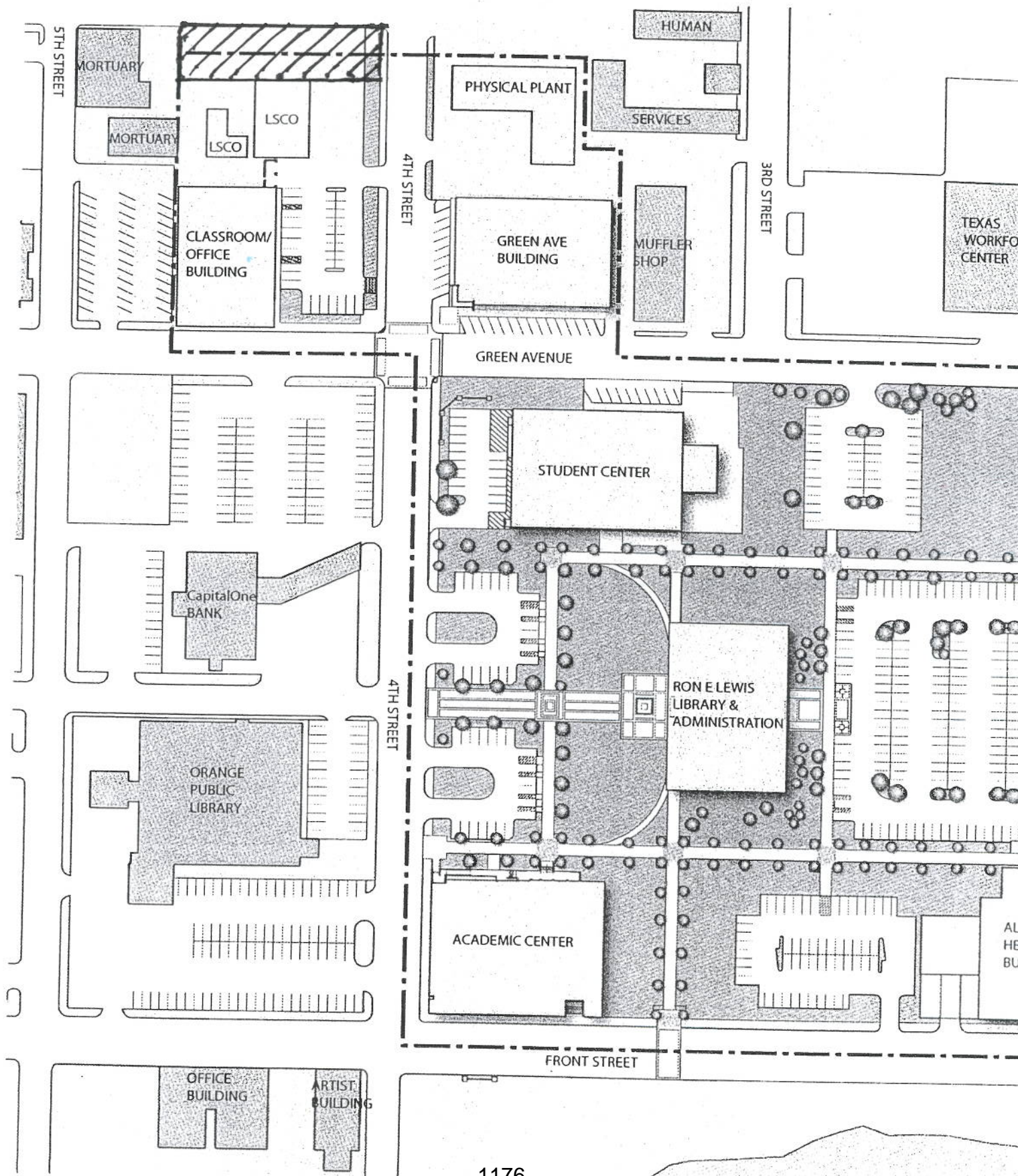
Explanation

This property is located adjacent to the campus and situated directly north of the Process Technology building. It includes a vacant structure that last housed an insurance agent and concrete parking. The loading doors on the Process Technology building can only be accessed through this property.

In 2010, the LSC-O Foundation served as a “willing” buyer and purchased the property for its appraised value. The Foundation retained title to the property to accommodate the seller’s request that he be allowed continued use of the small office for a nominal fee. The Foundation granted the campus use of the parking that included access to the Process Technology building. The office became vacant upon the death of the previous seller.

The Foundation has agreed to sell the property to the college at the same price for which they purchased it. The college will demolish the small office structure. The demolition costs should not exceed \$10,000.

PROPERTY LOCATION



**Texas State University System
Personnel**

Consent Item

1. CONSENT: TSUS: Personnel

TSUS: Personnel Actions

Recommendation

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

Background

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

LAMAR UNIVERSITY

FACULTY PERSONNEL CHANGES

RESIGNATION

1. Ozmun, Michelle; Assist Prof, Theatre/Dance, effective September 30, 2014.

RETIREMENT

1. Esser, James; Professor, Psych, effective May 31, 2015.
2. Johnson, Cecil; Instructor, English/M Lang, effective September 30, 2014.
3. Owen, Donald; Professor, Earth/Space Sci, effective January 10, 2015.

SEPARATION

None

TERMINAL CONTRACT

1. Jenkins, Marshall "Steve"; Assoc Prof, Ed Leadership, effective 2014-2015.

LEAVE OF ABSENCE

1. Asteris, Mark; Assoc Prof, Library, began FMLA, effective November 11, 2014.
2. Ellis, Kim; Professor, Music, began FMLA, effective August 25, 2014.
3. Ellis, Kim; Professor, Music, returned from FMLA, effective September 15, 2014.
4. Heintzelman, Patricia; Instructor, English/M Lang, began FMLA, effective September 4, 2014.
5. Hernandez, Barbara; Professor, Health & Kine, returned from Fac Dev Leave, effective January 16, 2015.
6. Jao, Mien; Professor, Civil Engr, began Fac Dev Leave, effective January 16, 2015.
7. Moss, Patti; Assist Professor, Nursing, began FMLA, effective September 16, 2014.
8. Moss, Patti; Assist Professor, Nursing, returned from FMLA, effective September 29, 2014.

The following faculty received a salary supplement for teaching one course during the 2014 Winter Mini session.

Name	Deg	Rank	Department	%FTE	Salary	Period
COLLEGE OF ARTS & SCIENCES						
R Alasti, Sanaz	JD	Assist Prof	Soc/SW/CJ	1.0	\$4,109	WM 2014
R Babineaux, Justin	MS	Adjunct	Psych	1.0	\$4,109	WM 2014
R Bronson, Eric	PhD	Assoc Prof	Soc/SW/CJ	1.0	\$4,109	WM 2014
R Clanahan, Carolyn	MA	Instructor	Soc/SW/CJ	1.0	\$4,109	WM 2014
R Davis, Terri	PhD	Chair/Assoc Prof	Political Sci	1.0	\$4,109	WM 2014
R Garcia, Jesus	PhD	Visit Assist Prof	Soc/SW/CJ	1.0	\$4,109	WM 2014
R Gummelt, Virginia	MSW	Instructor	Soc/SW/CJ	1.0	\$4,109	WM 2014
R Harden, Garrick	PhD	Assist Prof	Soc/SW/CJ	1.0	\$4,109	WM 2014
R Hsu, Henda	PhD	Assist Prof	Soc/SW/CJ	1.0	\$4,109	WM 2014
R Lanier, Boyd	PhD	Assoc Prof	Political Sci	1.0	\$4,109	WM 2014
R Muzorewa, Gwinyai	PhD	Assist Prof	History	1.0	\$4,109	WM 2014
R Pearce, Gloria	MA	Instructor	English/M Lang	1.0	\$4,109	WM 2014
R Rioux, Theresa	MA	Instructor	History	1.0	\$4,109	WM 2014
R Sullivan, Michael	PhD	Assoc Prof	Soc/SW/CJ	1.0	\$4,109	WM 2014
R Turk, Janet	MA	Instructor	English/M Lang	1.0	\$4,109	WM 2014

R	Zani, Steven	PhD	Professor	English/M Lang	1.0	\$4,109	WM 2014
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COLLEGE OF BUSINESS

None

COLLEGE OF EDUCATION & HUMAN DEVELOPMENT

R	Boatwright, John	PhD	Professor	Health & Kine	1.0	\$4,109	WM 2014
R	Chen, Jau-Jin	PhD	Assoc Prof	Fam & Con Sci	1.0	\$4,109	WM 2014
R	Joshi, Praphul	PhD	Assoc Prof	Health & Kine	1.0	\$4,109	WM 2014
R	Msengi, Israel	EdD	Assist Prof	Health & Kine	1.0	\$4,109	WM 2014
R	Ruiz, Connie	PhD	Assoc Prof	Fam & Con Sci	1.0	\$4,109	WM 2014
R	Shows, Amy	PhD	Professor	Fam & Con Sci	1.0	\$4,109	WM 2014

COLLEGE OF ENGINEERING

R	Sayil, Selahattin	PhD	Assoc Prof	Elect Engr	1.0	\$4,109	WM 2014
R	Wang, Ruhai	PhD	Professor	Elect Engr	1.0	\$4,109	WM 2014

COLLEGE OF FINE ARTS & COMMUNICATION

R	Jones, Lakeysha	MA	Instructor	Communication	1.0	\$4,109	WM 2014
R	Michalski, Nicki	PhD	Assoc Prof	Communication	1.0	\$4,109	WM 2014
R	Stanley, O'Brien	MFA	Chair/Assoc Prof	Communication	1.0	\$4,109	WM 2014
R	Varner, Justin	MFA	Adjunct	Art	1.0	\$4,109	WM 2014

CENTER FOR COLLEGE READINESS

None

CENTER FOR DISTANCE EDUCATION

None

LIBRARY

None

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

	Name	Deg	Rank	Department	%FTE	Salary	Period
COLLEGE OF ARTS & SCIENCES							
R	Blume, Nancy	PhD	Adjunct	Nursing	.25	\$3,000	Fall 2014
R	Hayes, Jacqueline	MA	Adjunct	English/M Lang	1.0	\$14,000	Fall 2014
N	Kasianchik, Vera	MS	Adjunct	English/M Lang	.20	\$2,800	SP 2015
N	Nelson, Nan	MS	Adjunct	Soc/SW/CJ	.20	\$2,737	Fall 2014
N	Rizk, Traci	BSN	Adjunct	Nursing	.23	\$2,880	Fall 2014
N	Thompson, Darin	MA	Adjunct	English/M Lang	1.2	\$16,800	Fall 2014
R	Ubendu, Chukwuemeka	MSC	Adjunct	Soc/SW/CJ	.20	\$3,500	SP 2015
R	Williams, Beverly	MA	Adjunct	English/M Lang	1.0	\$14,000	Fall 2014
COLLEGE OF BUSINESS							
R	Baldo, Melissa	JD	Adjunct	Acct & Bus Law	.20	\$3,950	Fall 2014
COLLEGE OF EDUCATION & HUMAN DEVELOPMENT							

R	Allen, Shannon	EdD	Field Sup	Ed Leadership	.49	\$3,200	Fall 2014
N	Ashley, Candice	PhD	Adjunct	Ac Partnership	.49	\$3,500	Fall 2014
N	Belaire, Christine	PhD	Adjunct	Ac Partnership	.49	\$3,000	Fall 2014
N	Brooks, Susanna	EdS	Adjunct	Ac Partnership	.49	\$3,000	Fall 2014
R	Bussey, Lauren	MEd	PT Field Sup	C & SP	.49	\$4,500	Fall 2014
N	Callaway, Stacey	PhD	Adjunct	Ac Partnership	.49	\$3,000	Fall 2014
R	Cortez-Rucker, Sandra	MEd	PT Field Sup	C & SP	.49	\$4,500	Fall 2014
R	Cummings, Kenneth	EdD	Adjunct	Ac Partnership	.49	\$4,000	Fall 2014
N	Durall, Pamela	MA	PT Field Sup	C & SP	.49	\$4,500	Fall 2014
N	Flamez, Brande	PhD	Adjunct	Ac Partnership	.49	\$6,000	Fall 2014
R	Formica, Pete	MA	PT Field Sup	C & SP	.49	\$4,500	Fall 2014
N	Getwood, Melvin	EdD	Adjunct	Ed Leadership	.20	\$4,000	Fall 2014
N	Holdiness, Sacky	PhD	Adjunct	Ac Partnership	.49	\$3,000	Fall 2014
N	Killam, Wendy	PhD	Adjunct	Ac Partnership	.49	\$3,000	Fall 2014
N	Killgo, Jay	EdD	Adjunct	Ed Leadership	.20	\$4,000	Fall 2014
R	Lacourt, Louis	MS	PT Field Sup	C & SP	.49	\$4,500	Fall 2014
R	Logan, Sandra	MA	PT Field Sup	C & SP	.49	\$4,500	Fall 2014
R	Lovett, Danny	EdD	Adjunct	Ac Partnership	.20	\$3,500	Fall 2014
N	Mahfouz, Monica	MS	Adjunct	Ac Partnership	.20	\$3,500	Fall 2014
N	McBride, Kelly	MEd	Adjunct	Ac Partnership	.20	\$3,500	Fall 2014
N	Medrano, Imelda	EdD	Adjunct	Ac Partnership	.20	\$4,000	Fall 2014
R	Millmore, Patrick	MEd	PT Field Sup	C & SP	.49	\$4,500	Fall 2014
R	Monceaux, Alex	MEd	PT Field Sup	C & SP	.49	\$4,500	Fall 2014
R	Morales, Maria	MPH	Adjunct	Health & Kine	.20	\$2,737	SP 2015
R	Mylroie, Robika	PhD	PT Field Sup	C & SP	.49	\$9,000	Fall 2014
R	Owens, Mary	EdS	PT Field Sup	C & SP	.49	\$4,500	Fall 2014
R	Pekar, Marian	MEd	Adjunct	Teacher Ed	.20	\$2,737	Fall 2014
N	Poullard, Colina	EdD	Adjunct	Ac Partnership	.20	\$4,000	Fall 2014
R	Reaves, Ron	EdD	Field Sup	Ed Leadership	.49	\$3,200	Fall 2014
R	Roork, Ellen	MEd	PT Field Sup	C & SP	.49	\$5,000	Fall 2014
N	Smith, Leigh	EdD	Adjunct	Ed Leadership	.20	\$4,000	Fall 2014
R	Tidwell, Deborah	MA	PT Field Sup	C & SP	.49	\$4,500	Fall 2014
R	Tucker, Elizabeth	MA	PT Field Sup	C & SP	.49	\$4,500	Fall 2014
R	Vela, Carol	MS	PT Field Sup	C & SP	.49	\$4,500	Fall 2014
R	Villate, Vanessa	PhD	Assist Prof	Teacher Ed	.50	\$4,685	SII 2014
N	Wallace, David	PhD	Adjunct	Ac Partnership	.20	\$3,500	Fall 2014
R	Woods, Jane	MS	PT Field Sup	C & SP	.49	\$4,500	Fall 2014
R	Yoo, Julia	PhD	Assist Prof	Teacher Ed	.50	\$9,725	SIII 2014

COLLEGE OF ENGINEERING

R	Chen, Liangbiao	PhD	Adjunct	Mech Engr	.25	\$4,500	Fall 2014
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COLLEGE OF FINE ARTS & COMMUNICATION

R	Benson, Jack	MA	Adjunct	Music	.93	\$15,965	Fall 2014
R	Byers, Beth	MA	Adjunct	Spch/Hearing	.20	\$4,000	Fall 2014
R	Feldhausen, Scott	PhD	Adjunct	Music	.33	\$3,649	Fall 2014
R	Freeman, Barry	PhD	Adjunct	Spch/Hearing	.20	\$1,263	SP 2015
R	Haines, Yvonne	MA	Adjunct	Music	.26	\$4,016	Fall 2014
R	Hale, Nancy	MA	Adjunct	Music	.40	\$5,474	Fall 2014
R	Isadore, Jennifer	MA	Adjunct	Music	.50	\$9,448	Fall 2014
N	Lydick, Summer	MA	Adjunct	Art	.40	\$5,474	Fall 2014
R	Mizener, Gary	PhD	Adjunct	Music	.33	\$3,649	Fall 2014
R	Odom, Kathleen	MA	Adjunct	Music	.40	\$5,474	Fall 2014

CENTER FOR DISTANCE EDUCATION

R	Broussard, Willie	MA	Adjunct	Fam & Con Sci	.20	\$2,737	Fall 2014
R	Busceme, Greg	MFA	Adjunct	Art	.20	\$2,737	Fall 2014
R	Durso, Cassandra	MA	Adjunct	History	.20	\$2,737	Fall 2014
R	Haynes, Adam	MA	Adjunct	Communication	.13	\$2,737	Fall 2014
R	Linsley, Judith	MA	Adjunct	History	.20	\$2,737	Fall 2014
R	Shipper, Robbie	MEd	Adjunct	Math	.20	\$3,600	Fall 2014

R	Varner, Justin	MFA	Adjunct	Art	.20	\$2,737	Fall 2014
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CENTER FOR COLLEGE READINESS

None

LIBRARY

None

CHANGE OF STATUS

Last, First	Department	Change of Status	Period
Dodson, Kevin	Honors College	From Interim Dean to Dean	2014-2015
Flamez, Brande	C & SP	From Adjunct to Distance Clinical Professor	11/17/14-05/31/15
Wang, Sujing	Computer Science	From Full-time Instructor to Part-time Instructor	2014-2015
Wheeler, Melissa	C & SP	From Adjunct to Distance Clinical Professor	11/17/14-05/31/15

SALARY STIPEND

Last, First	Department	Amount of Stipend	Period
Abernathy, Lucy	Ac Partnership	Received \$3,500 for course instruction	Fall 2014
Adams, Nancy	Ac Partnership	Received \$7,000 for course instruction	Fall 2014
Aguilar, Amanda	Distance Ed	Received \$3,500 for course instruction	Fall 2014
Akright, Jan	Ac Partnership	Received \$1,750 for course instruction	Fall 2014
Allison, Amanda	Distance Ed	Received \$500 for course instruction	Fall 2014
Artberbury, Elvis	Ac Partnership	Received \$500 for course instruction	Fall 2014
Azodi, Donna	Ac Partnership	Received \$5,000 for course instruction	Fall 2014
Boatwright, John	Distance Ed	Received \$1,500 for course instruction	Fall 2014
Borel, DarylAnn	Ac Partnership	Received \$5,000 for course instruction	Fall 2014
Butcher, Jennifer	Ac Partnership	Received \$3,500 for course instruction	Fall 2014
Byas, Deidra	Ac Partnership	Received \$2,000 for course instruction	Fall 2014
Chang, Chiung-Fang	Ac Partnership	Received \$1,500 for course instruction	Fall 2014
Collins, Mary	Ac Partnership	Received \$500 for course instruction	Fall 2014
Cortez-Rucker, Vance	Ac Partnership	Received \$3,500 for course instruction	Fall 2014
Creel, Jimmy	Ac Partnership	Received \$5,500 for course instruction	Fall 2014
Cummings, Cynthia	Ac Partnership	Received \$7,500 for course instruction	Fall 2014
Curl, Eileen	Ac Partnership	Received \$165 for course instruction	Fall 2014
Das, Kumar	Office of Undergraduate	Received \$4,500 for Director	2014-2015

Flosi, Alicen	Research Ac Partnership	duties Received \$3,500 for course instruction	Fall 2014
Flosi, Alicen	Distance Ed	Received \$1,000 for course instruction	Fall 2014
Frels, Rebecca	Ac Partnership	Received \$1,500 for course instruction	Fall 2014
Greenidge, Wendy-lou	Ac Partnership	Received \$2,000 for course instruction	Fall 2014
Gubala, Sara	Ac Partnership	Received \$1,500 for course instruction	Fall 2014
Hall, Iva	Ac Partnership	Received \$750 for course instruction	Fall 2014
Hamza, Mohammad	Ac Partnership	Received \$500 for course instruction	Fall 2014
Harden, Brad	Ac Partnership	Received \$3,500 for course instruction	Fall 2014
Harris, Patricia	Ac Partnership	Received \$7,500 for course instruction	Fall 2014
Hemenway, Paul	Ac Partnership	Received \$500 for course instruction	Fall 2014
Jenkins, Marshall	Ac Partnership	Received \$3,500 for course instruction	Fall 2014
Joshi, Praphul	Distance Ed	Received \$500 for course instruction	Fall 2014
Koh, Hikyoo	Distance Ed	Received \$500 for course instruction	Fall 2014
Lopez, Belinda	Ac Partnership	Received \$3,500 for course instruction	Fall 2014
Mann, Jim	Ac Partnership	Received \$3,500 for course instruction	Fall 2014
Martin, Gary	Ac Partnership	Received \$7,000 for course instruction	Fall 2014
May, Barbara	Ac Partnership	Received \$3,000 for course instruction	Fall 2014
Mayper, Theresa	Ac Partnership	Received \$500 for course instruction	Fall 2014
Nguyen, Anna	Ac Partnership	Received \$1,000 for course instruction	Fall 2014
Nicks, Robert	Ac Partnership	Received \$1,000 for course instruction	Fall 2014
O'Connor, Johnny	Ac Partnership	Received \$10,500 for course instruction	Fall 2014
Perera-Diltz, Dilani	Ac Partnership	Received \$1,500 for course instruction	Fall 2014
Popp, Charles	Ac Partnership	Received \$1,500 for course instruction	Fall 2014
Roden, Timothy	Computer Sci	Received \$15,186 for yearly ABET assessment	2014-2015
Roebuck, Karen	Ac Partnership	Received \$500 for course instruction	Fall 2014
Rose, David	Distance Ed	Received \$500 for course instruction	Fall 2014
Sheperis, Donna	Ac Partnership	Received \$1,000 for course instruction	Fall 2014
Slaydon, James	Ac Partnership	Received \$500 for course instruction	Fall 2014
Smith, Amy	Ac Partnership	Received \$3,500 for course instruction	Fall 2014
Smith, Judy	Ac Partnership	Received \$500 for course instruction	Fall 2014
Smith, Sheila	Ac Partnership	Received \$750 for course instruction	Fall 2014
Snook, Joy-Del	Ac Partnership	Received \$500 for course instruction	Fall 2014

Sowers, Thomas	Political Sci	instruction Received \$1,350 for Dept Core Curriculum and Assessment Director duties & Program Review Coordinator duties	Fall 2014
Stanley, Ruth	Ac Partnership	Received \$500 for course instruction	Fall 2014
Tomplait, Deborah	Soc/SW/CJ	Received \$1,350 for travel and expenses for practicum	2014-15
Tritsch, Jon	Library	Received \$4,800 for Interim Coordinator of Cataloging duties	2014-15
Villate, Vanessa	Ac Partnership	Received \$3,500 for course instruction	Fall 2014
Walker, Mary	Ac Partnership	Received \$250 for course instruction	Fall 2014
Wang, Suijing	Distance Ed	Received \$500 for course instruction	Fall 2014
Wang, Suijing	Distance Ed	Received \$1,000 for course instruction	SIII 2014
Watanabe, Hiroki	Distance Ed	Received \$500 for course instruction	Fall 2014
Whitaker, Rachael	Ac Partnership	Received \$3,000 for course instruction	Fall 2014
Wilson, Twana	Distance Ed	Received \$1,500 for course instruction	Fall 2014
Wines, Lisa	Ac Partnership	Received \$1,000 for course instruction	Fall 2014
Worley, Robert	Ac Partnership	Received \$3,500 for course instruction	Fall 2014
Yoo, Julia	Ac Partnership	Received \$7,000 for course instruction	Fall 2014
Zarzosa, Norma	English/M Lang	Received \$5,400 for duties as Director of Language Lab, Coordinator between LU & University of Salamanca, and Resident Director of Students	2014-15
Zhu, Weihang	Distance Ed	Received \$1,500 for course instruction	Fall 2014

ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. Castro, Cory, Asst Strength & Conditioning Coach, at \$25,000.00, effective 09/01/14.
2. Danial, Mouris, Academic Specialist, at \$34,000.00, effective 09/01/14.
3. Eddards, Julie; Director of New Student & Leadership Programs, at \$69,000, effective January 15, 2015.
4. Fowler, Matthew, Sports Information Specialist, at \$32,460.00, effective 10/15/14.
5. Kummer, Nicole, Assistant AD Marketing and Events, at \$52,000.00, effective 12/01/14.
6. Maples, Melissa, Academic Specialist, at \$34,000.00, effective 10/15/14.
7. Spencer, Cori, Marketing Assistant Athletics, at \$25,000.00, effective 09/01/14.
8. Van Zanden, Brandie; Coordinator of New Student & Leadership Programs, at \$38,000 effective January 5, 2015.

CHANGE OF DUTIES

None

RECLASSIFICATION

None

RESIGNATIONS

1. Broussard, Jeanne, Coordinator of Corporate Sales, effective 10/17/14.
2. Trainum, Clay, Sports Information Specialist, effective 07/01/14.
3. Van Zile, Troy, Assistant AD Development, effective 07/31/14.

STIPENDS

1. Garrett, David; Associate Director of Operations for Recreational Sports, \$350 per month for Greek Tailgating Coordinator responsibilities ended November 15, 2014.
2. Earls, Christopher; Associate Director of Programs for Recreational Sports, \$200 per month for Greek Tailgating Relief Coordinator responsibilities ended November 15, 2014.

COMMISSIONING AND BONDING OF UNIVERSITY POLICE OFFICERS

1. Betz, Stacy, effective October 2, 2014
2. Collins, Henry, effective September 2, 2014
3. Gunter, Jeremiah, effective October 10, 2014
4. Hubbell, Carl, effective November 1, 2014
5. Nelson, Richard, effective July 15, 2014
6. Perry, Gregory, effective October 2, 2014
7. Roberson, Thomas, effective November 1, 2014

Sam Houston State University

FACULTY PERSONNEL CHANGES

RESIGNATIONS

1. Galloway, Patricia, Clinical Assistant Professor, Nursing, effective October 15, 2014.
2. Kingman, Douglas, Associate Professor, Agricultural Sciences and Engineering Technology, effective December 31, 2014.
3. Lamb, Gordon, Assistant Professor, Psychology and Philosophy, effective May 31, 2015.
4. Vieira, Scott, Assistant Professor, Newton Gresham Library, effective November 15, 2014.

RESCINDS RESIGNATION

1. Aulbach, Rebecca, Associate Professor, Nursing, rescinds her resignation of August 31, 2014, as reported in the November 2014 report to the Board of Regents.

NON-REAPPOINTMENT

1. Buccafurni-Huber, Diana, Assistant Professor, Psychology and Philosophy, effective May 31, 2015.
2. Frankki, James, Assistant Professor, Foreign Languages, effective May 31, 2015.
3. Kuon, Tricia, Assistant Professor, Library Science, effective May 31, 2015.

RETIREMENTS

1. Joyner, Sheila, Assistant Professor, Educational Leadership, effective July 31, 2015.
2. Lange, Janice, Associate Professor, Newton Gresham Library, effective January 31, 2015.

DEATH

1. Beaty, Nicholas, Lecturer-Pool, General Business and Finance, effective November 15, 2014.

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

NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF BUSINESS ADMINISTRATION						
R Durham, William	J.D.	Lect.-Pool	Gen. Bus. & Fnce	0.25	4,273	S 2015
N Garrison, Nicole M.	M.B.A.	Lecturer	Gen. Bus. & Fnce	1.00	31,788	FY 2015
R Grant, Marsie C.	M.A.T	Lect.-Pool	Eco. & Intl. Bus.	0.50	7,317	S 2015
R McFarland, Joanie	M.B.A.	Lect.-Pool	Gen. Bus. & Fnce	0.25	3,308	S 2015
R Sanders, Raymond	M.A.	Lect.-Pool	Gen. Bus. & Fnce	0.25	3,308	S 2015
COLLEGE OF EDUCATION						
R Bethel, Jana W.	Ed.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.50	4,923	S 2015
R Brock, Rosemarie	Ph.D.	Lect.-Pool	Library Science	0.50	4,923	S 2015
N Johnson, Lorie D.	M.A.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.50	4,923	S 2015
R Moore, Robin L.	Ed.D.	Lect.-Pool	Library Science	0.50	4,923	S 2015
R Sheneman, Laura	Ed.D.	Lect.-Pool	Library Science	0.50	4,923	S 2015
COLLEGE OF FINE ARTS AND MASS COMMUNICATION						
N Gariazzo, Mariana	D.M.A.	Lect.-Pool	Music	0.50	6,003	F 2014
COLLEGE OF HEALTH SCIENCES						
R Aulbach, Rebecca	Ph.D.	Assoc.Prof.	Nursing	1.00	73,008	FY 2015
N Brock, Stephanie	M.Ed.	Lect.-Pool	Kinesiology	0.13	1,280	F 2014
COLLEGE OF HUMANITIES AND SOCIAL SCIENCES						
N Biskupska, Jadwiga	Ph.D.	Asst. Prof.	History	1.00	27,504	S 2015
N Holgado Saez, C.	M.A.	Lect.-Pool	Foreign Lang.	1.00	10,672	F 2014
COLLEGE OF SCIENCES						
R Albert, Julie N.	B.S.	Lect.-Pool	Math. & Statistics	1.00	12,006	S 2015
R Benke, Dale L.	M.Ed.	Lect.-Pool	Ag.Sc& EngrTech	1.00	13,509	S 2015
R Bullion, Alisha N.	M.S.	Lect.-Pool	Ag.Sc& EngrTech	1.00	15,003	S 2015
R Coogler, Keith L.	Ed.D.	Lect.-Pool	Ag.Sc& EngrTech	1.00	17,316	S 2015
R Fritsch, Sarah J.	B.S.	Lect.-Pool	Math. & Statistics	1.00	12,006	S 2015
R Gerren, Sally S.	Ph.D.	Lect.-Pool	Math. & Statistics	1.00	12,006	S 2015
R Harbison, Paul E.	M.S.	Lect.-Pool	Math. & Statistics	1.00	12,006	S 2015
R Herring, Jesse K.	M.S.	Lect.-Pool	Math. & Statistics	1.00	13,005	S 2015

R	Lockwood, Cathy	M.S.	Lect.-Pool	Math. & Statistics	1.00	12,006	S 2015
R	Moore, Michael C.	D.V.M.	Lect.-Pool	Ag.Sc& EngrTech	0.50	7,002	S 2015
R	Sczech, Mary B.	M.A.	Lect.-Pool	Math. & Statistics	0.25	2,502	S 2015
R	Stewart, Chris.	M.S.	Lect.-Pool	Ag.Sc& EngrTech	0.50	5,004	S 2015
R	Waugh, Terrence	Ph.D.	Lect.-Pool	Ag.Sc& EngrTech	1.00	22,500	S 2015
R	Wiley, Leanne M.	M.S.	Lect.-Pool	Ag.Sc& EngrTech	1.00	13,509	S 2015
R	Wilson, Marsha C.	M.B.A.	Lect.-Pool	Ag.Sc& EngrTech	1.00	13,509	S 2015
R	Young, Margaret S.	M.Ed.	Lect.-Pool	Math. & Statistics	1.00	12,006	S 2015

SAM HOUSTON STATE UNIVERSITY

ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. Barnard, Kyle, Assistant Athletic Director of Development, Athletics, at a 12-month rate of \$50,016, on a full-time basis effective September 16, 2014.
2. Benavidez, Victoria, Coach Associate, Athletics, at a 12-month rate of \$31,848, on a full-time basis effective September 16, 2014.
3. Deering, Eric, System Administrator I, Computer Science, at a 12-month rate of \$40,800, on a full-time basis effective November 1, 2014.
4. Goodman, Yujie, ERP Database Administrator III, Information Technology Enterprise Services, at a 12-month rate of \$60,000, on a full-time basis effective November 1, 2014.
5. Harrison, Amber, Admissions Counselor, Undergraduate Admissions, at a 12-month rate of \$32,976, on a full-time basis effective September 8, 2014.
6. Haynes, Michelle, Career Services Counselor, Career Services, at a 12-month rate of \$43,272, on a full-time basis effective October 16, 2014.
7. Lawson, Brian, ERP Analyst IV, Information Technology Enterprise Services, at a 12-month rate of \$68,328, on a full-time basis effective October 16, 2014.
8. Lowery, Omar, Coach Associate Basketball, Athletics, at a 12-month rate of \$40,008, on a full-time basis effective November 1, 2014.
9. McRae, Brenda, Information Technology Project Manager II, Information Technology Enterprise Services, at a 12-month rate of \$55,200, on a full-time basis effective November 16, 2014.
10. Parrett, Tammy, Communications Writer, Communications, at a 12-month rate of \$30,000, on a full-time basis effective December 1, 2014.
11. Patteson, Samantha, Human Resources Manager Senior, Human Resources, at a 12-month rate of \$59,016, on a full-time basis effective December 1, 2014.
12. Ramsey, Shawn, Admissions Counselor, Undergraduate Admissions, at a 12-month rate of \$32,976, on a full-time basis effective November 16, 2014.
13. Rigali, Kenneth, Development Research Analyst, Advancement Services, at a 12-month rate of \$32,016, on a full-time basis effective September 16, 2014.
14. Shields, James, Performing Arts Ticket Office Manager, Gaertner Performing Arts Center Box Office, at a 12-month rate of \$36,000, on a full-time basis effective October 1, 2014.
15. Stewart, Sandra, Associate Dean of College, College of Education Office of the Dean, at a 12-month rate of \$108,456, on a full-time basis effective September 8, 2014.
16. Stubbs, Barry, ERP Analyst IV, Information Technology Enterprise Services, at a 12-month rate of \$68,328, on a full-time basis effective October 16, 2014.
17. Valle, Rachel, Assistant Director of Student Activities, Student Activities, at a 12-month rate of \$44,008, on a full-time basis effective October 13, 2014.
18. Viator, Camilla, Director of Corporate and Foundation Relations, Development, at a 12-month rate of \$60,000, on a full-time basis effective November 1, 2014.

CHANGES IN STATUS

1. Ahumada, Joel, Technician III to Network Architect II, Information Technology Infrastructure and Support, at a 12-month rate of \$48,480, effective September 16, 2014.
2. Behrens, Logan, Golf Course Greenskeeper to Assistant Golf Course Superintendent, at a 12-month rate of \$30,000, effective December 1, 2014.
3. Chain, Thomas, Athletic Assistant to Coach Associate Golf, Athletics, at a 12-month rate of \$36,264, effective December 1, 2014.
4. Covarrubias, Violeta, Financial Aid Counselor to Accountant I, Financial Aid, at a 12-month rate of \$34,344, effective November 1, 2014.
5. Cox, Casey, Registrar Associate to Visitor Center Counselor, Visitor Center, no change in pay, effective November 1, 2014.
6. Leaf, Kelli, Associate Registrar to Assistant Director of Veterans Resource Center, Registrar, no change in pay, effective November 1, 2014.

SAM HOUSTON STATE UNIVERSITY

7. LeMay, C. Aaron, Controller to Associate Vice President and Controller, at a 12-month rate of \$129,600, effective December 1, 2014.
8. Luna, Kristal, Office Supervisor to Financial Aid Tech Analyst, Financial Aid, at a 12-month rate of \$39,144, effective November 16, 2014.
9. Major, Matthew, Technician III to System Administrator I, Information Technology Infrastructure and Support, at a 12-month rate of \$50,016, effective December 1, 2014.
10. Mejia-Cruz, Rosa, Visitor Center Counselor to Assistant Director of Visitor Center, Visitor Center, at a 12-month rate of \$43,320, effective October 1, 2014.
11. Miller, Andrew, Student Counseling and Health Services Executive Director to Assistant Vice President for Student Services and Executive Director of Student Counseling and Health Services, Counseling Services, at a 12-month rate of \$100,728, effective October 1, 2014.
12. Peacock, Brandy, Administrative Coordinator to Proposal Administrator, College of Health Sciences Office of the Dean, at a 12-month rate of \$50,976, effective November 1, 2014.
13. Sanchez, Edgard, Assistant Academic Advisor to Senior Academic Advisor, Student Advising and Mentoring Center, at a 12-month rate of \$44,016, effective September 16, 2014.
14. Smith, Timothy, Banner Process Specialist to ERP Analyst I, Information Technology Enterprise Services, at a 12-month rate of \$39,792, effective October 16, 2014.
15. Winkler, Tammy, Staff Associate III to Assistant Director III, College of Criminal Justice, at a 12-month rate of \$67,368, effective October 16, 2014.
16. Yawn, Richard, Clinical Assistant Professor to Director of the Center for Law Engagement and Politics, Office of the Provost and Vice President for Academic Affairs, at a 12-month rate of \$93,000, effective September 16, 2014.
17. Zavala, Susanna, Banner Process Supervisor to Associate Registrar, Registrar, at a 12-month rate of \$54,192, effective December 1, 2014.

DISMISSALS

1. None

RESIGNATIONS

1. Bean, Jennifer, Financial Aid Analyst, Financial Aid, effective October 17, 2014.
2. Burns, Michael, ERP Analyst III, Information Technology Enterprise Services, effective September 14, 2014.
3. Cardiel, Laura, Financial Aid Counselor, Financial Aid, effective November 7, 2014.
4. Cardwell, Krista, Accountant I, Financial Aid, effective October 17, 2014.
5. Collins, Kevin, Multicultural Student Services Coordinator, Student Activities, effective October 31, 2014.
6. Conti, Joseph, Business Analyst I, Information Technology Enterprise Services, effective October 22, 2014.
7. Duval, Amanda, Human Resources Manager Senior, Human Resources, effective September 30, 2014.
8. Jones, Brilliance, Admissions Counselor, Undergraduate Admissions, effective October 3, 2014.
9. Mangrum, Kenneth, Coach Associate, Athletics, effective September 15, 2014.
10. Martin, Onyinyechukwu, Career Services Counselor, Career Services, effective October 31, 2014.
11. Martinez, Daniel, Coliseum Operations Coordinator, Recreational Sports, effective November 15, 2014.
12. McCormick, Diane, Assistant Vice President for Enrollment Management, Office of Enrollment Management, effective December 1, 2014.
13. Reynolds, Steven, Athletic Trainer Assistant, Athletics, effective November 25, 2014.

RETIREMENTS

1. None

SAM HOUSTON STATE UNIVERSITY

DEATHS

1. None

COMMISSIONING AND BONDING OF UNIVERSITY POLICE OFFICERS

1. Morgan, James, effective September 19, 2014.
2. Patteson, Matthew, effective September 19, 2014.

Sul Ross State University – Alpine and Rio Grande College

FACULTY PERSONNEL CHANGES

RESIGNATIONS

1. Thurman, Quint, Ph.D., Provost and Vice President for Academic and Student Affairs, February 13, 2015
2. Stadler, Mark, M.S., Assistant Football Coach, Offensive Line and Lecturer, January 15, 2015.

RETIREMENTS

1. Powers, Andrea, Ph.D., Associate Professor of Psychology, Early Retirement Program, December 31, 2014.

DEATH

1. None to Report

NON-REAPPOINTMENTS

1. None to Report

CHANGES IN STATUS

1. Case, Jim, Ph.D., Executive Vice President and Provost, February 14, 2015
2. Moreland, Amy Ph.D., Assistant Professor of Political Science to Assistant Vice President for Institutional Effectiveness and Assistant Professor of Political Science at a twelve month's salary of \$80,000.00, effective January 1, 2015.
3. Downing, James, Ph.D., Professor Psychology and Chair of Behavioral and Social Sciences to Dean of Arts and Sciences and Professor of Psychology at a twelve month's salary of \$105,600.00, effective February 14, 2015.

PROMOTION AND TENURE

1. None to Report

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

	NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF AG & NATURAL RES SCIENCES							
	1. None to Report						
COLLEGE OF ARTS & SCIENCES							
N	Laviers, Kennard	Ph.D.	Assistant Professor	Mathematics and Computer Science	100%	\$60,000	Sp 2015
COLLEGE OF PROFESSIONAL STUDIES							
R	Fish, Wade W.	Ph.D.	Lecturer	Education	20%	\$2,130	FA 2014
RIO GRANDE COLLEGE							
	1. None to Report						

ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. Vela, Joel, Ph.D., Project Director, PPOHA Grant RGC, at a twelve months' salary rate of \$47,073, November 1, 2014.
2. Brautigam, Albert, B.S., Portal Programmer, PPOHA Grant, at a twelve months' salary rate of \$41,174, effective November 1, 2014.
3. Bassham, Elbert, Ph.D., Activity Director, PPOHA Grant, at a twelve months' salary rate of \$50,000, effective November 1, 2014.
4. Gallegos, Juan, B.S., Business Advisor, Small Business Development Center-Del Rio, at a twelve month's salary rate of \$42,000.00, effective January 5, 2015.

CHANGES IN STATUS

1. Realivasquez, Yvonne, Executive Assistant to Director of Administration, President's Office at a twelve months' salary rate of \$58,000, effective December 1, 2014.
2. Schwartze, Mary, Counselor to Director of Counseling and Accessibility Services, Counseling and Accessibility Department at a twelve month's salary rate of \$40,000.00, effective January 1, 2015.
3. Jimenez, Oscar, Senior Manager to Interim Director of Accounting Services, Accounting Services at a twelve month's salary rate of \$66,366.00, effective January 15, 2015.

DEATH

1. None to Report

RESIGNATIONS

1. Galindo, Jacob, Education Coordination Librarian, Library, November 30, 2014.
2. Cano, Eleazar, Counselor, Counseling and Accessibility Services, December 31, 2014.
3. Peel, Reeda, Archeologist, Center for Big Bend Studies, December 31, 2014.
4. Nelson, Stephanie, Director of Audits and Analysis, Office of Audits and Analysis, February 20, 2015.
5. Thurman, Quint, Provost and Vice President for Academic and Student Affairs, February 13, 2015.

RETIREMENTS

1. Wilson, David, SBDC Director, Small Business Development Center, January 31, 2015.
2. Perry, Judy, Director of Human Resources, March 31, 2015.
3. Sanders, John, Integration Analyst, Office of Information Technology, January 31, 2015

COMMISSIONING AND BONDING OF UNIVERSITY POLICE OFFICERS

1. Gutierrez, Jose, Police Officer, October 27, 2014.

Texas State University

FACULTY PERSONNEL CHANGES

FACULTY DEVELOPMENT LEAVES

1. Badrinarayanan, Vishag A., Associate Professor, Marketing, Faculty Development Leave, Fall 2015.
2. Bennett, Marion M., Associate Professor, Counseling, Leadership, Adult Education, and School Psychology, Faculty Development Leave, Fall 2015.
3. Bishop, Elizabeth A., Associate Professor, History, Faculty Development Leave, Fall 2015.
4. Cavitt, Mary E., Professor, Music, Faculty Development Leave, Fall 2015.
5. Chow, Tzee Kiu E., Associate Professor, Geography, Faculty Development Leave, Part-time 2015-2016.
6. Cuadrado, Agustin, Associate Professor, Modern Languages, Faculty Development Leave, Spring 2016.
7. Davis, Kimberlee, Associate Professor, Family and Consumer Science, Faculty Development Leave, Spring 2016.
8. Delaney, Carol, Associate Professor, Curriculum and Instruction, Faculty Development Leave, Fall 2015.
9. Dickinson, Gail, Associate Professor, Curriculum and Instruction, Faculty Development Leave, Part-time 2015-2016.
10. Fauerso, Johanna, Associate Professor, Art and Design, Faculty Development Leave, Fall 2015.
11. Fite, Kathleen E., Professor, Curriculum and Instruction, Faculty Development Leave, Fall 2015.
12. Furney, Steven R., Professor, Health and Human Performance, Faculty Development Leave, Fall 2015.
13. Ginsburg, Harvey J., Professor, Psychology, Faculty Development Leave, Fall 2015.
14. Glajar, Valentina, Professor, Modern Languages, Faculty Development Leave, Spring 2016.
15. Grimes, Thomas J., Professor, English, Faculty Development Leave, Fall 2015.
16. Guajardo, Miguel, Associate Professor, Counseling, Leadership, Adult Education, and School Psychology, Faculty Development Leave, Spring 2016.
17. Harris, Deborah A., Associate Professor, Sociology, Faculty Development Leave, Spring 2016.
18. Jin, Tongdan, Associate Professor, Engineering, Faculty Development Leave, Fall 2015.
19. Lee, Soon Jae, Associate Professor, Engineering Technology, Faculty Development Leave, Fall 2015.
20. Lopez, Minda M., Associate Professor, Curriculum and Instruction, Faculty Development Leave, Spring 2016.
21. Martinez, Gloria P., Associate Professor, Sociology, Faculty Development Leave, Spring 2016.
22. Martinez, Sergio M., Associate Professor, Modern Languages, Faculty Development Leave, Fall 2015.
23. McClung, Bruce A., Assistant Professor, Finance and Economics, Faculty Development Leave, Spring 2016.
24. Miller, Brian K., Associate Professor, Management, Faculty Development Leave, Fall 2015.
25. Muk, Alexander Y., Associate Professor, Journalism and Mass Communication, Faculty Development Leave, Fall 2015.
26. Nance, Michelle E., Associate Professor, Theatre and Dance, Faculty Development Leave, Spring 2016.
27. Ngu, Hee H., Professor, Computer Science, Faculty Development Leave, Fall 2015.
28. Nice, Chris, Professor, Biology, Faculty Development Leave, Spring 2016.
29. O'Neal, Sharon F., Associate Professor, Curriculum and Instruction, Faculty Development Leave, Fall 2015.
30. Pattison, Patricia, Professor, Finance and Economics, Faculty Development Leave, Fall 2015.
31. Pimentel, Charise N., Associate Professor, Curriculum and Instruction, Faculty Development Leave, Fall 2015.
32. Pollock, Joycelyn M., Professor, Criminal Justice, Faculty Development Leave, Fall 2015.
33. Qasem, Apan M., Associate Professor, Computer Science, Faculty Development Leave, Spring 2016.
34. Quijano, Margot C., Associate Professor, Finance and Economics, Faculty Development Leave, Spring 2016.

35. Reardon, Robert F., Associate Professor, Counseling, Leadership, Adult Education, and School Psychology, Faculty Development Leave, Fall 2015.
36. Reed, Jason A., Associate Professor, Art and Design, Faculty Development Leave, Fall 2015.
37. Rosenberg, Teya, Professor, English, Faculty Development Leave, Part-time 2015-2016.
38. Saunders, Jane M., Associate Professor, Curriculum and Instruction, Faculty Development Leave, Spring 2016.
39. Shah, Vivek, Professor, Computer Information Systems and Quantitative Methods, Faculty Development Leave, Fall 2015.
40. Smart, Dennis L., Associate Professor, Management, Faculty Development Leave, Fall 2015.
41. Smith, Shane K., Associate Professor, Theatre and Dance, Faculty Development Leave, Spring 2016.
42. Spradley, Martha K., Associate Professor, Anthropology, Faculty Development Leave, Fall 2015.
43. Tajalli, Hassan, Associate Professor, Political Science, Faculty Development Leave, Spring 2016.
44. Thickstun, Thomas L., Professor, Mathematics, Faculty Development Leave, Fall 2015.
45. Warms, Richard L., Professor, Anthropology, Faculty Development Leave, Spring 2016.
46. Weckerly, Floyd, Professor, Biology, Faculty Development Leave, Fall 2015.
47. Williams, James S., Associate Professor, Health and Human Performance, Faculty Development Leave, Fall 2015.
48. Ybanez-Llorente, Kathy, Associate Professor, Counseling, Leadership, Adult Education, and School Psychology, Faculty Development Leave, Spring 2016.
49. Yi, Ha C., Associate Professor, Finance and Economics, Faculty Development Leave, Fall 2015.
50. Yick, Joseph K., Professor, History, Faculty Development Leave, Fall 2015.
51. Yuan, Lijun, Professor, Philosophy, Faculty Development Leave, Fall 2015.

CHANGES IN STATUS

1. Fleming, Valerie B., from Associate Professor, Communication Disorders, to Chair and Associate Professor, Communication Disorders, effective January 1, 2015.
2. Gonzales, Maria Diana, from Chair and Associate Professor, Communication Disorders, to Associate Professor, Communication Disorders, effective December 31, 2014.
3. Holtz, Mark W., from Interim Chair and Professor, Physics and University Chair, Materials Science, Engineering, and Commercialization, to Chair and Professor, Physics and University Chair, Materials Science, Engineering, and Commercialization effective January 1, 2015.

RESIGNATIONS

1. Davis, Natalie L., Assistant Professor, Art and Design, effective December 31, 2014.

RETIREMENTS

1. Larsen, Robert D., Professor, Geography, effective December 31, 2014.
2. McLaren, John A., Associate Professor, Criminal Justice, effective August 31, 2015.
3. Suckling, Philip W., Professor, Geography, effective May 31, 2015.
4. Thompson, Steven C., Professor, Accounting, effective December 31, 2014.

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

NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF APPLIED ARTS						
N Arnio, Ashley N.	Ph.D.	Asst. Prof.	Criminal Justice	1.00	59,000.00	2014-2015
N Bhardwaj, Vertica	Ph.D.	Asst. Prof.	Family and Consumer Sciences	1.00	57,000.00	2014-2015
N Bishop, Nicholas	Ph.D.	Clinical Asst. Professor	Family and Consumer Sciences	1.00	25,000.00	Spring 2015
R Nava, Michael E.	Ph.D.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	3,300.00	Fall 2014

N	Perez-Brena, Norma J.	Ph.D.	Asst. Prof.	Family and Consumer Sciences	1.00	30,500.00	Spring 2015
R	Poinsett, Hawley	M.S.	Lecturer	Family and Consumer Sciences	.75	17,122.50	Fall 2014
N	Pulliam, Rose M.	M.S.W.	Asst. Prof.	Social Work	1.00	59,000.00	2014-2015
N	Ramirez, Stefanie	Ph.D.	Asst. Prof.	Family and Consumer Sciences	1.00	55,000.00	2014-2015
R	Smith, Rhonda	M.S.W.	Lecturer	Social Work	.20	0.00	Fall 2014
R	Wildberger, Martha S.	M.S.W.	Lecturer	Social Work	.20	0.00	Fall 2014
N	Wood, Leila G. A.	Ph.D.	Asst. Prof.	Social Work	1.00	60,000.00	2014-2015
N	Zuniga, Krystle E.	Ph.D.	Asst. Prof.	Family and Consumer Sciences	1.00	65,000.00	2014-2015

MCCOY COLLEGE OF BUSINESS ADMINISTRATION

R	Ally, Murtaza	M.B.A.	Lecturer	Computer Information Systems and Quantitative Methods	.40	9,000.00	Fall 2014
R	Angelow, David E.	M.B.A.	Lecturer	Computer Information Systems and Quantitative Methods	.20	5,000.00	Fall 2014
R	Biemer, David J.	Ph.D.	Lecturer	Management	.40	7,100.00	Fall 2014
R	D'Amelio, Michael	J.D.	Lecturer	Management	.20	3,600.00	Fall 2014
R	Felan, Victor N.	M.B.A.	Lecturer	Accounting	.20	3,500.00	Fall 2014
R	Flynn, Steven T.	M.B.A.	Lecturer	Finance and Economics	.40	8,000.00	Fall 2014
R	Foreman, Peggy M.	M.B.A.	Lecturer	Computer Information Systems and Quantitative Methods	.40	10,000.00	Fall 2014
R	Fregger, Bradley M.	M.A.	Lecturer	Management	.20	7,250.00	Fall 2014
R	Guerrero, Elizabeth	M.B.A.	Lecturer	Management	.20	3,600.00	Fall 2014
R	Hale, Chris A.	J.D.	Lecturer	Finance and Economics	.40	8,000.00	Fall 2014
R	Hall, Christopher E.	Ed.D.	Lecturer	Management	.20	3,750.00	Fall 2014
N	Hardie, Brooke	J.D.	Lecturer	Finance and Economics	.20	4,000.00	Fall 2014
R	Hiebert, Jay D.	M.A.	Lecturer	Marketing	.40	7,250.00	Fall 2014
R	Hoffman, Tina M.	M.B.A.	Lecturer	Management	.20	3,750.00	Fall 2014
R	Jacks, Laura J.R.	J.D.	Lecturer	Finance and Economics	.20	4,000.00	Fall 2014
R	Jackson, Robert M.	M.B.A.	Lecturer	Finance and Economics	.20	4,000.00	Fall 2014
R	Jacobvitz, Kristen	J.D.	Lecturer	Finance and Economics	.40	8,000.00	Fall 2014
R	Jacobvitz, Martin L.	M.B.A.	Lecturer	Management	.20	3,625.00	Fall 2014
R	Jacobvitz, Martin L.	M.B.A.	Lecturer	Finance and Economics	.20	4,000.00	Fall 2014
R	Jones, Andrew M.	Ph.D.	Lecturer	Management	.40	7,250.00	Fall 2014
R	Lopez, Sarah N.	M.B.A.	Lecturer	Management	.20	2,000.00	Fall 2014
R	Lund, Yogesh D.	M.B.A.	Lecturer	Management	.20	3,600.00	Fall 2014
R	Martin, Annie L.	M.Ed.	Lecturer	Management	.20	3,750.00	Fall 2014
R	Martin, Stephen C.	J.D.	Lecturer	Accounting	.20	7,250.00	Fall 2014
R	McCormick, Montgomery P.	M.B.A.	Lecturer	Marketing	.20	3,600.00	Fall 2014
R	McNabb, Monica	M.B.A.	Lecturer	Finance and Economics	.20	4,250.00	Fall 2014
R	Morgan, Byron L.	Ph.D.	Lecturer	Management	.40	7,250.00	Fall 2014
R	Moser, Jennifer L.	M.B.A.	Lecturer	Management	.20	2,000.00	Fall 2014
R	Niemiec, Jerome	M.B.A.	Lecturer	Finance and Economics	.40	8,000.00	Fall 2014
R	Obdyke, Louis	J.D.	Lecturer	Management	.20	3,750.00	Fall 2014
R	O'Neal, Robert E., III	M.B.A.	Lecturer	Marketing	.20	3,600.00	Fall 2014
R	Pomeroy, Deborah	J.D.	Lecturer	Finance and Economics	.40	8,000.00	Fall 2014
R	Proesel, Steven G.	M.S.B.A.	Lecturer	Accounting	.20	6,500.00	Fall 2014
R	Riggs, Kristin	M.A.	Lecturer	Management	.20	3,750.00	Fall 2014
R	Robinson, Brian W.	M.A.	Lecturer	Management	.20	1,750.00	Fall 2014
R	Roesemann, Douglas N.	M.B.A.	Lecturer	Marketing	.20	3,600.00	Fall 2014
R	Rosas-Vega, Rosario	Ph.D.	Lecturer	Management	.20	3,750.00	Fall 2014
N	Rougeux, Natalie	J.D.	Lecturer	Management	.20	3,750.00	Fall 2014
R	Trowbridge, Janey	Ph.D.	Lecturer	Management	.20	3,750.00	Fall 2014
R	Walden, Kirk D.	M.B.A.	Lecturer	Marketing	.20	3,750.00	Fall 2014
R	Walters, Jerel B.	M.B.A.	Lecturer	Management	.20	3,750.00	Fall 2014
R	Wilhelm, Justine J.	M.Acy.	Lecturer	Accounting	.20	4,500.00	Fall 2014

R	Zigrossi, Christopher J.	M.B.A.	Lecturer	Management	.40	7,250.00	Fall 2014
R	Zigrossi, Sam J.	M.B.A.	Lecturer	Management	.40	7,100.00	Fall 2014

COLLEGE OF EDUCATION

R	Akers, Michael B.	B.S.	Lecturer	Health and Human Performance	.20	2,000.00	Fall 2014
R	Alexander, Lonny	B.A.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Antoine, Zenarae	M.S.P.E.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Averyt, Beverly	M.Ed.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Boone, Dana	M.S.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Burns, Marla E.	M.A.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Chisum, Karen A.	M.Ed.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Conner, Kathi	B.A.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Dennis, Cheryl I.	Ph.D.	Lecturer	Curriculum and Instruction	.40	8,000.00	Fall 2014
R	Eckert, Julie A.	M.Ed.	Lecturer	Health and Human Performance	.20	3,500.00	Fall 2014
R	Fife, Tammy A.	M.F.A.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Flaska, Robert D.	M.B.A.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Franchione, Dennis	B.S.Ed.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Gilbert, Mary B.	B.S.Ed.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Gonzales, Marcus	B.S.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Hanley, Marvin G.	Ph.D.	Lecturer	Health and Human Performance	.20	3,500.00	Fall 2014
R	Harrington, Ty L.	B.A.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Hess, Blake	B.F.A.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Hill, Gregory T.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Fall 2014
R	Howell, Michael M.	B.S.G.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Johnson, Maurice	Ph.D.	Professor Emeritus	Health and Human Performance	.40	8,000.00	Fall 2014
R	Johnson, John K.	M.S.	Lecturer	Health and Human Performance	.20	1,000.00	Fall 2014
R	Kraft, Michael P.	B.A.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Kraft, Michelle	B.S.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
N	Lansdowne, Stephen C.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Fall 2014
R	Plunkett, Tory A.	B.B.A.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Smith, Patricia L.	M.L.A.	Lecturer	Curriculum and Instruction	.20	4,000.00	Fall 2014
R	Uphoff, Sarah J.	M.S.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	0.00	Fall 2014
R	Utleigh, Deborah	M.Ed.	Lecturer	Curriculum and Instruction	.50	21,000.06	2014-2015
R	Vesseliza, Robert, Jr.	M.A.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014
R	Woodard, Richelle	B.S.Ed.	Lecturer	Health and Human Performance	.20	0.00	Fall 2014

COLLEGE OF FINE ARTS AND COMMUNICATION

R	Allen, Brian S.	M.F.A.	Lecturer	Art and Design	.20	3,112.00	Fall 2014
R	Archer, Jason A.	B.S.	Lecturer	Art and Design	.20	3,612.00	Fall 2014
R	Barasch, Carole L.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Fall 2014
R	Barnes, Glenda L.	B.F.A.	Lecturer	Theatre and Dance	.40	7,112.00	Fall 2014
R	Barnes, Glenda L.	B.F.A.	Lecturer	Theatre and Dance	.40	7,112.00	Spring 2015
R	Barnett Kocian, Melissa M.	M.A.	Lecturer	Communication Studies	.20	3,312.00	Fall 2014
R	Bertling, Teresa S.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Fall 2014
R	Boysen, Karl L.	M.A.	Lecturer	Communication Studies	.20	3,700.00	Fall 2014
R	Breining, Linda N.	B.A.	Lecturer	Theatre and Dance	.40	7,335.00	Fall 2014
R	Breining, Linda N.	B.A.	Lecturer	Theatre and Dance	.40	7,000.00	Spring 2015
N	Burney, Marsha N.	M.A.	Lecturer	Communication Studies	.20	3,200.00	Fall 2014
R	Buschhorn, Jennifer	M.A.	Lecturer	Journalism and Mass Communication	1.00	50,000.04	2014-2015
R	Cannon, Robert V.	D.M.A.	Lecturer	Music	.20	5,512.00	Fall 2014
N	Cartwright, Katharine I.	Ph.D.	Lecturer	Music	.20	900.00	Fall 2014

N	Chartier, Warren	B.A.	Lecturer	Theatre and Dance	.20	3,612.00	Fall 2014
R	Clark, Caroline S.	M.F.A.	Lecturer	Theatre and Dance	.40	6,112.00	Fall 2014
R	Clark, Caroline S.	M.F.A.	Lecturer	Theatre and Dance	.20	3,112.00	Spring 2015
R	Cleveland, Robert	B.S.	Lecturer	Art and Design	.20	3,612.00	Fall 2014
R	Cochran, Denise M.	B.A.T.	Lecturer	Theatre and Dance	.20	5,400.00	Fall 2014
R	Cochran, Denise M.	B.A.T.	Lecturer	Theatre and Dance	.20	3,000.00	Spring 2015
R	Dahlenburg, Michelle H.	M.F.A.	Lecturer	Theatre and Dance	.40	7,112.00	Fall 2014
R	Dahlenburg, Michelle H.	M.F.A.	Lecturer	Theatre and Dance	.40	7,112.00	Spring 2015
R	Davila, Vianna R.	M.J.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Fall 2014
R	DeBow, Faith	M.M.	Sr. Lecturer	Music	.40	6,694.00	Fall 2014
R	Deemer, Paul M.	M.M.	Lecturer	Music	.20	3,112.00	Fall 2014
R	DeWind, Bonnie B.	M.M.	Lecturer	Music	.40	6,735.00	Fall 2014
R	Dierolf, Wallace C.	M.M.	Lecturer	Music	.20	5,400.00	Fall 2014
R	Dolan, Alyson H.	B.F.A.	Lecturer	Theatre and Dance	.40	6,112.00	Fall 2014
R	Easterday, Anastasia	Ph.D.	Lecturer	Art and Design	.20	3,612.00	Fall 2014
N	Ellefson, Nathan	M.F.A.	Lecturer	Art and Design	.40	6,112.00	Fall 2014
R	Erlon, Christopher	B.S.	Lecturer	Music – Sound Recording Technology	.20	3,000.00	Fall 2014
R	Faseler, Shannon	M.F.A.	Lecturer	Art and Design	.40	6,112.00	Fall 2014
R	Fife, Tammy A.	M.F.A.	Lecturer	Theatre and Dance	.20	4,000.00	Fall 2014
N	Fisher, Lalena E.	M.F.A.	Lecturer	Art and Design	.40	7,112.00	Fall 2014
R	Fraser, Leslee R.	M.F.A.	Lecturer	Art and Design	.40	6,112.00	Fall 2014
R	Garcia, Laritza D.	M.F.A.	Lecturer	Art and Design	.40	6,112.00	Fall 2014
R	Garza, George G., Jr.	M.M.	Lecturer	Music	.20	3,112.00	Fall 2014
N	Gates, Kevin T.	M.A.	Lecturer	Theatre and Dance	.20	3,612.00	Fall 2014
R	Gates, Kevin T.	M.A.	Lecturer	Theatre and Dance	.20	3,612.00	Spring 2015
R	George, Babetta	M.F.A.	Lecturer	Theatre and Dance	.20	4,112.00	Fall 2014
R	George, Babetta	M.F.A.	Lecturer	Theatre and Dance	.40	6,612.00	Spring 2015
R	Gibson, Darren A.	H.S.	Lecturer	Theatre and Dance	.40	6,250.00	Fall 2014
R	Gibson, Darren A.	H.S.	Lecturer	Theatre and Dance	.40	6,000.00	Spring 2015
R	Girko, Stephen	M.M.	Lecturer	Music	.20	4,612.00	Fall 2014
N	Green, Kate G.	M.A.	Lecturer	Art and Design	.20	3,612.00	Fall 2014
N	Hauser, Kevin P.	M.F.A.	Lecturer	Art and Design	.20	3,112.00	Fall 2014
R	Haygood, Laura Y.	M.A.	Lecturer	Theatre and Dance	.20	1,200.00	Fall 2014
R	Haygood, Laura Y.	M.A.	Lecturer	Theatre and Dance	.20	1,800.00	Spring 2015
N	Holt, Jonathan R.	B.F.A.	Lecturer	Theatre and Dance	.20	3,612.00	Fall 2014
R	Hughes, Sara Lee	M.F.A.	Lecturer	Art and Design	.40	6,612.00	Fall 2014
N	Keever, Erin E.	M.A.	Lecturer	Art and Design	.20	3,612.00	Fall 2014
R	Kelsey-Jones, Linda	B.A.	Lecturer	Art and Design	.20	3,112.00	Fall 2014
R	Khan, Salwa	Ph.D.	Lecturer	Journalism and Mass Communication	.20	4,000.00	Fall 2014
R	Kirkscey, Thomas	M.A.	Lecturer	Communication Studies	.20	3,312.00	Fall 2014
R	Lang, Kathryn A.	A.M.	Lecturer	Theatre and Dance	.20	3,612.00	Fall 2014
R	Lang, Kathryn A.	A.M.	Lecturer	Theatre and Dance	.20	3,723.00	Spring 2015
N	Laws, Kelly S.	M.Ed.	Lecturer	Music	.20	3,312.00	Fall 2014
R	Lawson, Nicholas	M.F.A.	Lecturer	Theatre and Dance	.40	7,335.00	Fall 2014
R	Lawson, Nicholas	M.F.A.	Lecturer	Theatre and Dance	.40	7,000.00	Spring 2015
N	Mallonee, Laura	M.A.	Lecturer	Communication Studies	.40	6,512.00	Fall 2014
R	Maresca, Marqui J.	B.A.	Lecturer	Theatre and Dance	.20	3,612.00	Fall 2014
R	Maresca, Marqui J.	B.A.	Lecturer	Theatre and Dance	.40	7,112.00	Spring 2015
N	Marks, Dianne S.	M.Ed.	Lecturer	Theatre and Dance	.20	4,200.00	Fall 2014
R	Marks, Dianne S.	M.Ed.	Lecturer	Theatre and Dance	.20	4,200.00	Spring 2015
R	Matejowsky, Lacye	M.A.	Lecturer	Communication Studies	.40	6,512.00	Fall 2014
R	Mauricio, Valentino	M.A.	Lecturer	Journalism and Mass Communication	.40	7,250.00	Fall 2014
R	McBride, Michael H.	Ed.D.	Professor Emeritus	Journalism and Mass Communication	.40	8,500.00	Fall 2014

R	Mercer, William E., Jr.	M.A.	Lecturer	Communication Studies	.40	6,512.00	Fall 2014
R	Miller, Stephanie	M.A.	Lecturer	Communication Studies	.40	6,400.00	Fall 2014
R	Minor, Tobie S.	B.A.	Lecturer	Theatre and Dance	.40	7,112.00	Fall 2014
R	Minor, Tobie S.	B.A.	Lecturer	Theatre and Dance	.40	7,112.00	Spring 2015
R	Nuckolls, Kelsey J.	M.S.	Lecturer	Journalism and Mass Communication	.20	3,500.00	Fall 2014
R	Poyser, Bryan K.	B.S.	Lecturer	Theatre and Dance	.40	7,112.00	Fall 2014
R	Poyser, Bryan K.	B.S.	Lecturer	Theatre and Dance	.40	7,112.00	Spring 2015
N	Pringle, LaQuet S.	H.S.	Lecturer	Theatre and Dance	.40	6,112.00	Fall 2014
R	Pringle, LaQuet S.	H.S.	Lecturer	Theatre and Dance	.40	6,112.00	Spring 2015
R	Quintero, Michelle	M.M.	Lecturer	Music	.20	4,835.00	Fall 2014
R	Rebholz, Matthew	M.F.A.	Lecturer	Art and Design	.40	6,112.00	Fall 2014
R	Rodriguez, J. Jill S.	M.M.	Lecturer	Art and Design	.40	6,112.00	Fall 2014
R	Rodriguez, Melissa	M.A.	Lecturer	Theatre and Dance	.20	3,500.00	Spring 2015
N	Salzmann, Wayne W., II	M.M.	Lecturer	Music	.40	6,112.00	Fall 2014
R	Scanlon, Russell J.	M.M.	Lecturer	Music	.40	8,362.00	Fall 2014
R	Scharlach, Jennifer	M.A.	Lecturer	Journalism and Mass Communication	.20	3,500.00	Fall 2014
N	Schele, Elaine D.	Ph.D.	Lecturer	Art and Design	.20	3,612.00	Fall 2014
N	Schueren, James A.	M.F.A.	Lecturer	Art and Design	.20	3,112.00	Fall 2014
N	Schultz, Heath J.	M.F.A.	Lecturer	Art and Design	.20	3,112.00	Fall 2014
R	Schwartz, Carol I.	M.F.A.	Lecturer	Art and Design	.40	6,112.00	Fall 2014
R	Sheehy, Ryan C.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Fall 2014
R	Short, David M.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,500.00	Fall 2014
N	Sides, Roxanne	B.F.A.	Lecturer	Art and Design	.20	3,500.00	Fall 2014
R	Snowden, Sherry	M.Ed.	Lecturer	Art and Design	.40	6,112.00	Fall 2014
R	Stahl, David S.	M.F.A.	Lecturer	Theatre and Dance	.40	7,112.00	Fall 2014
R	Stahl, David S.	M.F.A.	Lecturer	Theatre and Dance	.40	7,112.00	Spring 2015
R	Summer, Stephen	M.M.	Lecturer	Music	.20	3,462.00	Fall 2014
N	Tibayan, Sherwin	M.F.A.	Lecturer	Art and Design	.40	6,112.00	Fall 2014
R	Tietz, Lauren K.	B.A.	Lecturer	Theatre and Dance	.40	6,112.00	Spring 2015
N	Tobiessen, Joshua	M.F.A.	Lecturer	Theatre and Dance	.20	3,612.00	Fall 2014
N	Tolbert, Jessica L.	M.F.A.	Lecturer	Art and Design	.20	3,112.00	Fall 2014
R	Trittin, Brian L.	D.M.A.	Lecturer	Music	.40	6,412.00	Fall 2014
R	Vandenberg, Scott	B.A.	Lecturer	Theatre and Dance	.20	3,500.00	Fall 2014
R	Visit, Christopher	M.F.A.	Lecturer	Art and Design	.20	3,612.00	Fall 2014
R	Waldrep, Lana R.	M.F.A.	Lecturer	Art and Design	.40	6,112.00	Fall 2014
N	Ward, Christa J.	Ph.D.	Lecturer	Journalism and Mass Communication	.40	8,000.00	Fall 2014
R	Wise, Holly L.	M.S.	Lecturer	Journalism and Mass Communication	1.00	45,000.00	2014-2015

COLLEGE OF HEALTH PROFESSIONS

R	Abide, Allyson R.	M.S.N.	Lecturer	Nursing	.40	6,000.00	Fall 2014
R	Alcala, Sylvia G.	M.A.	Lecturer	Health Information Management	.40	10,000.00	Fall 2014
R	Alcala, Sylvia G.	M.A.	Lecturer	Health Information Management	.40	10,000.00	Spring 2015
N	Alexander, John L., III	B.S.R.C.	Lecturer	Respiratory Care	.20	3,000.00	Fall 2014
R	Alvarado, Alicia E.	B.S.R.C.	Lecturer	Respiratory Care	.20	3,000.00	Fall 2014
R	Baker, Christopher	D.C.	Lecturer	Physical Therapy	.40	6,000.00	Fall 2014
N	Benitez, Sylvia	M.A.	Lecturer	Health Information Management	.40	6,000.00	Fall 2014
R	Dettmann, Carol	D.N.P.	Lecturer	Nursing	.20	5,000.00	Fall 2014
R	Farmer, Timothy	M.S.	Lecturer	Respiratory Care	.20	4,000.00	Fall 2014
N	Gonzalez, Gabriel	B.S.R.C.	Lecturer	Respiratory Care	.20	6,000.00	Fall 2014
R	Greathouse, David	Ph.D.	Clinical Asst. Professor	Physical Therapy	.40	8,000.00	Fall 2014
R	Hess, Cathy M.	B.S.M.R.A.	Sr. Lecturer	Health Information Management	.40	7,000.00	Fall 2014
R	Hess, Cathy M.	B.S.M.R.A.	Sr. Lecturer	Health Information Management	.40	8,000.00	Spring 2015

N	Hollman, John S.	A.A.S.	Lecturer	Radiation Therapy	.20	4,000.00	Fall 2014
R	Jimenez, Sandy	B.S.R.C.	Lecturer	Respiratory Care	.20	6,000.00	Fall 2014
N	Mendoza, Emily	B.S.R.C.	Lecturer	Respiratory Care	.20	3,000.00	Fall 2014
N	Moore, Lauren E.	B.S.R.C.	Lecturer	Respiratory Care	.20	3,000.00	Fall 2014
N	Olson, Cristina L.	M.S.N.	Lecturer	Nursing	.40	6,000.00	Fall 2014
N	Ramirez, Lindsay	M.S.N.	Lecturer	Nursing	.40	8,400.00	Fall 2014
N	Robbins, Ross B.	B.S.R.C.	Lecturer	Respiratory Care	.20	3,000.00	Fall 2014
N	Rodrigues, Nathan	M.S.I.S.	Lecturer	Respiratory Care	.20	6,000.00	Fall 2014
N	Salmon, Megan	B.S.R.C.	Lecturer	Respiratory Care	.20	3,000.00	Fall 2014
N	Stanley, Dennis	M.S.	Lecturer	Radiation Therapy	.20	4,000.00	Fall 2014
N	Tabone, Stephanie	M.S.N.	Lecturer	Nursing	.40	9,000.00	Fall 2014
R	Teal, Jennifer L.	M.S.	Lecturer	Health Information Management	.20	3,000.00	Fall 2014
R	Teal, Jennifer L.	M.S.	Lecturer	Health Information Management	.20	3,000.00	Spring 2015
R	Watkins, Katherine	M.S.N.	Lecturer	Nursing	.40	7,200.00	Fall 2014
R	Webb, Tara L.	B.S.R.C.	Lecturer	Respiratory Care	.20	3,000.00	Fall 2014
R	Weitz, Timothy E.	J.D.	Lecturer	Health Administration	.20	5,000.00	Fall 2014
R	Wilson, Michele A.	M.S.N.	Lecturer	Nursing	.40	6,000.00	Fall 2014

COLLEGE OF LIBERAL ARTS

R	Adams, Laura L.	Ph.D.	Lecturer	Psychology	.40	7,335.00	Fall 2014
R	Adams, Laura L.	Ph.D.	Lecturer	Psychology	.40	7,000.00	Spring 2015
R	Bennett, David	M.A.	Lecturer	Philosophy	.40	6,100.00	Fall 2014
R	Benton, Amy E.	M.A.	Lecturer	Anthropology	.20	4,000.00	Fall 2014
R	Conkling, Parish	M.A.	Lecturer	Philosophy	.20	3,100.00	Fall 2014
R	Cunningham, Deborah L.	Ph.D.	Lecturer	Anthropology	.40	8,000.00	Fall 2014
N	Davio, Rebecca L.	Ph.D.	Lecturer	Geography	.20	4,500.00	Fall 2014
R	Day, Frederick A.	Ph.D.	Professor Emeritus	Geography	.20	6,000.00	Fall 2014
R	Evans, Jacqueline	Ph.D.	Lecturer	Psychology	.20	3,500.00	Spring 2015
N	Gillespie, Brandon	M.A.	Lecturer	Philosophy	.40	6,100.00	Fall 2014
R	Gulley, Robert L., III	J.D.	Lecturer	Geography	.20	2,250.00	Fall 2014
R	Hammon, Linda L.	M.A.	Lecturer	Geography	.20	4,000.00	Fall 2014
R	Hann, Deborah	M.A.	Lecturer	Geography	.20	4,000.00	Fall 2014
R	Hickey, Theresa K.	M.A.	Lecturer	Philosophy	.40	6,100.00	Fall 2014
R	Hill, Joshua D.	M.A.	Lecturer	Philosophy	.40	6,100.00	Fall 2014
R	Hobbs, Brandon S.	M.A.	Lecturer	Philosophy	.20	3,100.00	Fall 2014
R	Hussain, Hammad	Ph.D.	Lecturer	Philosophy	.20	3,100.00	Fall 2014
R	Johnson, Russell	J.D.	Lecturer	Geography	.20	4,500.00	Fall 2014
R	Kanon, Elizabeth	Ph.D.	Lecturer	Philosophy	.40	7,100.00	Fall 2014
R	Law, Debra A.	M.A.	Lecturer	History	.40	8,000.00	Fall 2014
R	Marshall, Robert	M.A.	Lecturer	History	.40	8,000.00	Fall 2014
N	Mayberry, Azucena	Ph.D.	Lecturer	Psychology	1.00	41,218.74	2014-2015
R	Mellard, Jason D.	Ph.D.	Lecturer	History	1.00	36,000.00	Fall 2014
R	Miller, Michael N.	Ph.D.	Lecturer	History	.20	3,500.00	Fall 2014
N	Newcomer, Lara	M.A.	Lecturer	History	.20	4,000.00	Fall 2014
R	Nordquist, Eric R.	M.A.	Lecturer	Psychology	.40	7,335.00	Fall 2014
R	Nordquist, Eric R.	M.A.	Lecturer	Psychology	.20	3,500.00	Spring 2015
R	Perez, Christian	M.A.	Lecturer	Philosophy	.40	6,100.00	Fall 2014
N	Pinto, Charles W.	M.A.	Lecturer	Political Science	.20	3,250.00	Fall 2014
R	Plante, Shelly D.	M.A.G.	Lecturer	Geography	.20	4,000.00	Fall 2014
N	Plumer, Danielle	Ph.D.	Lecturer	History	.20	4,000.00	Fall 2014
R	Raffeld, Paul C.	Ph.D.	Professor Emeritus	Psychology	.20	4,000.00	Spring 2015
R	Rehbein, Edna	Ph.D.	Lecturer	English	.20	3,500.00	Fall 2014
R	Romano, Patricia	Ph.D.	Lecturer	Psychology	.20	3,835.00	Fall 2014
R	Romano, Patricia	Ph.D.	Lecturer	Psychology	.20	4,500.00	Spring 2015
N	Rompel, Katherine	M.A.	Lecturer	Philosophy	.40	6,100.00	Fall 2014
R	Sansom, Andrew	Ph.D.	Lecturer	Geography	.40	7,100.00	Fall 2014
R	Stansell, Ellen B.	Ph.D.	Lecturer	Philosophy	.40	7,100.00	Fall 2014

R	Stimmel, D. Theron	Ph.D.	Distinguished Professor Emeritus	Psychology	.40	8,335.00	Fall 2014
R	Tiller, Glynn L.	Ph.D.	Lecturer	Political Science	.40	7,112.00	Fall 2014
R	Tunnell, Teddy B., Jr.	Ph.D.	Lecturer	History	.40	8,000.00	Fall 2014
R	Twardowski, Jennifer N.	M.A.	Lecturer	Philosophy	.40	6,100.00	Fall 2014
R	Votteler, Todd H.	Ph.D.	Lecturer	Geography	.20	2,250.00	Fall 2014
N	Wright, Yamanda	M.A.	Lecturer	Psychology	.40	7,335.00	Fall 2014

COLLEGE OF SCIENCE AND ENGINEERING

R	Bond, Valleri L.	M.S.	Lecturer	Mathematics	.40	8,000.00	Fall 2014
R	Bragg, Matthew D.	M.S.T.	Lecturer	Engineering Technology	.20	3,300.00	Fall 2014
R	Chandler, Aglaia	Ph.D.	Lecturer	Biology	.40	16,000.00	Fall 2014
N	Curry, Christopher	M.S.	Lecturer	Physics	.20	4,500.00	Fall 2014
R	DasGupta, Sumit	Ph.D.	Lecturer	Computer Science	.20	5,500.00	Fall 2014
R	Edirisooriya, Madhavi	Ph.D.	Research Assistant Professor	Materials Science, Engineering, and Commercialization	1.00	29,452.50	2014-2015
R	Kent, Bryan	M.B.A.	Lecturer	Engineering Technology	.20	4,500.00	Fall 2014
N	Koke, Joseph R.	Ph.D.	Distinguished Professor Emeritus	Biology	.20	8,000.00	Fall 2014
N	Koutitas, Georgios	Ph.D.	Lecturer	Engineering	.20	5,823.00	Fall 2014
R	Lawrence, Thomas	M.S.	Lecturer	Engineering	.20	4,835.00	Fall 2014
R	Lehr, Theodore F.	Ph.D.	Lecturer	Computer Science	.40	5,000.00	Fall 2014
R	Martin, Patricia G.	M.Ed.	Lecturer	Biology	.40	7,000.00	Fall 2014
R	Newton, Terry J.	M.A.	Lecturer	Engineering Technology	.20	4,000.00	Fall 2014
R	Pandey, Raghvendra K.	D.S.C.	Professor	Engineering	.50	0.00	2014-2015
R	Ramkumar, Vasant	Ph.D.	Lecturer	Computer Science	.40	10,000.00	Fall 2014
R	Rastogi, Shiva K.	Ph.D.	Lecturer	Chemistry and Biochemistry	.20	4,000.00	Fall 2014
R	Roden, Charles M.	B.S.	Lecturer	Engineering Technology	.20	3,000.00	Fall 2014
R	Sumbera, Patricia	M.S.	Lecturer	Computer Science	.40	11,500.00	Fall 2014
R	Summers, Mark T.	M.S.T.	Lecturer	Engineering Technology	.20	4,500.00	Fall 2014
R	Swartz, Craig H.	Ph.D.	Lecturer	Physics	.40	10,000.00	Fall 2014
R	Telang, Nina K.	Ph.D.	Lecturer	Engineering	.20	4,500.00	Fall 2014
R	Viswanathan, Vishu R.	Ph.D.	Ingram Professor	Engineering	.75	60,637.26	2014-2015
R	Walters, Jerel B.	M.B.A.	Lecturer	Engineering	.20	4,500.00	Fall 2014
R	Woolsey, Elijah M.	M.S.T.	Lecturer	Engineering Technology	.20	4,000.00	Fall 2014
N	Woytek, Kelly J.	Ph.D.	Lecturer	Biology	.20	4,000.00	Fall 2014
R	Wright, Robert L.	M.S.T.	Lecturer	Engineering Technology	.20	5,000.00	Fall 2014
N	Zare, Habil	Ph.D.	Assistant Professor	Computer Science	1.00	85,000.00	2014-2015
R	Zinkgraf, Stephen	Ph.D.	Lecturer	Engineering	.20	4,500.00	Fall 2014

HONORS COLLEGE

N	Burka, Paul J.	J.D.	Lecturer	Honors College	.20	5,000.00	Fall 2014
R	Haas, Ronny M.	Ph.D.	Lecturer	Honors College	.40	7,000.00	Fall 2014
R	Le Duc, Francis A.	Ph.D.	Lecturer	Honors College	.20	3,500.00	Fall 2014
N	Poston, William J.	M.B.A.	Lecturer	Honors College	.20	3,500.00	Fall 2014

UNIVERSITY COLLEGE

N	Dominguez, Catarina E.	M.A.	Lecturer	University College	.20	1,300.00	Fall 2014
N	Guel, Autumn B.	M.S.I.S.	Lecturer	University College	.20	3,000.00	Fall 2014

Texas State University

ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. Douglas, Alexander M., M.S., Coordinator, Bobcat Club, Athletics, at a 12-month rate of \$40,000, on a full-time basis, effective October 1, 2014.
2. Eggers, Daniel W., M.S., Director, University Marketing, Office of University Marketing, at a 12-month rate of \$115,000, on a full-time basis, effective October 27, 2014.
3. Frederick, Cara L., B.B.A., Outreach Coordinator, McCoy College of Business, at a 12-month rate of \$49,992, on a full-time basis, effective December 1, 2014.
4. Gonzalez, Neyda A., B.A., Grant Specialist, University College, at a 12-month rate of \$26,004, on a full-time basis, effective October 20, 2014.
5. Ham, Scott D., M.S., Associate Director, Undergraduate Admissions, Office of Undergraduate Admissions, at a 12-month rate of \$73,000, on a full-time basis, effective October 20, 2014.
6. Howard, Bruce L., B.B.A., Career Advisor, Career Services, at a 12-month rate of \$44,200, on a full-time basis, effective October 6, 2014.
7. Kern, Victoria E, B.B.A., Research Associate, VP for University Advancement, at a 12-month rate of \$37,000, on a full-time basis, effective November 1, 2014.
8. Long, Jason R., ASSOC., Programmer Analyst I, University Library, at a 12-month rate of \$65,000, on a full-time basis, effective December 15, 2014.
9. Miller, William M., B.B.A., Senior Auditor, Office of Audits and Analysis, at a 12-month rate of 80,000, on a full-time basis, effective October 27, 2014.
10. Morkovsky, Rebecca L., B.S., Assistant Director, Financial Aid and Scholarships, Office of Financial Aid and Scholarships, at a 12-month rate of \$52,824, on a full-time basis, effective November 17, 2014.
11. Perez, Maria C., B.S., Grant Specialist, University College, at a 12-month rate of \$26,004, on a full-time basis, effective October 20, 2014.
12. Price Jr., Tony C., B.S., Residence Hall Director, Department of Housing and Residential Life, at a 12-month rate of \$30,216, on a full-time basis, effective November 10, 2014.
13. Shepherd, Melisse F., B.B.S., Assistant Director, Procurement and Strategic Sourcing, Procurement and Strategic Sourcing, at a 12-month rate of \$60,000, on a full-time basis, effective November 10, 2014.
14. Updegrove, Susan K, M.B.A., Senior Business Process Analyst, Enterprise Systems, at a 12-month rate of \$80,000, on a full-time basis, effective October 6, 2014.
15. Young, Stephanie R., H.S., Grant Specialist, Tx School Safety Center, at a 12-month rate of \$37,200, on a full-time basis, effective November 10, 2014.

RESIGNATIONS

1. Abrego, Estefania, Undergraduate Admissions Counselor, Office of Undergraduate Admissions, effective December 5, 2014.
2. Butler, Rachel E., Undergraduate Admissions Counselor, Office of Undergraduate Admissions, effective November 29, 2014.
3. Haywood, Christopher R., Grant Specialist, Upward Bound, effective October 2, 2014.
4. McHugh, Lisa A., Programmer Analyst I, Enterprise Systems, effective October 3, 2014.
5. Reimann, Jennifer R., Child Care Teacher, Child Development Center, effective November 1, 2014.
6. Swift, Angela N., Librarian, University Library, effective December 2, 2014.

7. Tomasso, Anne O., Grant Specialist, Xiphophorus Genetic Stock Center, effective October 18, 2014.
8. Ward, Joseph W., Undergraduate Admissions Counselor, Office of Undergraduate Admissions, effective October 27, 2014.
9. York, Elizabeth F., Child Care Teacher, Child Development Center, effective November 22, 2014.

RETIREMENTS

1. Young, Randy N., Assistant Director, Enterprise Systems, Enterprise Systems, effective October 1, 2014.

TERMINATIONS

1. Cooper, Jacqueline, Deceased.
2. Montellano, Shatzie A., Nurse Practitioner, Student Health Center, effective October 30, 2014.

PROMOTIONS

1. Bending III, William H., B.S. Technology Architect to Assistant Director, Enterprise Systems, Enterprise Systems, at a 12-month rate of \$112,051, on a full-time basis, effective November 1, 2014.
2. Karlik, Jason A., M.Ed., Assistant Athletic Trainer to Athletic Trainer, Athletic Trainers, at a 12-month rate of \$52,879, on a full-time basis, effective December 14, 2014.
3. Ramos, Elizabeth, M.S.I.S., Academic Advisor I to Academic Advisor II, School of Social Work, at a 12-month rate of \$46,800, on a full-time basis, effective November 1, 2014.
4. Stampley, Christie Z., B.B.A., Administrative Assistant III to Executive Assistant, VP for Information Technology, at a 12-month rate of \$64,500, on a full-time basis, effective October 12, 2014.

RECLASSIFICATION

1. Bateman, Shawn L., B.B.A., from Programmer Analyst II to Systems Administrator I, Core Systems, at a 12-month rate of \$73,774, on a full-time basis, effective October 1, 2014.
2. Boyd, Amy E., B.A., from Computer Programmer II to IT Project Manager, Educational Technology Center, at a 12-month rate of \$80,622, on a full-time basis, effective October 1, 2014.
3. Colligan, Michael C., B.S., from Systems Programmer II to Systems Administrator II, Core Systems, at a 12-month rate of \$83,200, on a full-time basis, effective October 1, 2014.
4. Dickey, Rebecca C., B.S., from Systems Analyst I to Manager, Prospect Development, VP for University Advancement, at a 12-month rate of \$60,000, on a full-time basis, effective October 1, 2014.
5. Farnsworth, Larry K., B.B.A., from Senior Systems Programmer to Senior Systems Administrator, Core Systems, at a 12-month rate of \$83,388, on a full-time basis, effective October 1, 2014.
6. Greer, Thomas N., B.S., from Systems Programmer II to Systems Administrator II, Core Systems, at a 12-month rate of \$86,760, on a full-time basis, effective October 1, 2014.
7. Hughson, Jane, B.S.Ed., from Assistant Director, Technology Resources Business Services to Senior Business Process Analyst, Enterprise Systems, at a 12-month rate of \$83,224, on a full-time basis, effective November 1, 2014.
8. Johnson, Jennifer C., M.A., from Program Staff to Coordinator, IT Projects, Technology Resources Administration, at a 12-month rate of \$53,000, on a full-time basis, effective November 1, 2014.

9. Jones III, Charles B., B.S., from Programmer Analyst II to Senior Programmer Analyst, Educational Technology Center, at a 12-month rate of \$77,116, on a full-time basis, effective October 1, 2014.
10. Magness, Jeffery A., B.S., from Programmer Analyst I to Programmer Analyst II, Enterprise Systems, at a 12-month rate of \$70,001, on a full-time basis, effective November 1, 2014.
11. Malkowski, Anthony A., H.S., from Systems Programmer II to Systems Administrator II, Core Systems, at a 12-month rate of \$75,000, on a full-time basis, effective October 1, 2014.
12. Nail, Thomas E., H.S., from Systems Programmer II to Systems Administrator II, Core Systems, at a 12-month rate of \$93,001, on a full-time basis, effective October 1, 2014.
13. Nichols, Terry A., M.S.C.J., from Grant Coordinator to Grant Senior Coordinator, ALERRT Center, at a 12-month rate of \$95,652, on a full-time basis, effective October 1, 2014.
14. Pantuso, Matthew A., B.A., from Grant Specialist to Grant Coordinator, Department of Geography, at a 12-month rate of \$58,716, on a full-time basis, effective October 1, 2014.
15. Pemberton, Janell L., B.S., from Business Process Analyst to Senior Business Process Analyst, Technology Administration, at a 12-month rate of \$80,000, on a full-time basis, effective October 1, 2014.
16. Pizzi, Ryan C. H.S., from Systems Programmer I, to Systems Administrator I, Core Systems, at a 12-month rate of \$70,001, on a full-time basis, effective October 1, 2014.
17. Rice, Tami L., M.S.H.P., from Associate Director, Reporting and Data Administration to Associate Director/Chief Data Governance Officer, Office of Institutional Research, at a 12-month rate of \$98,543, on a full-time basis, effective October 1, 2014.
18. Schoppe, James R., B.S., from Systems Programmer I to Systems Administrator I, Core Systems, at a 12-month rate of \$69,600, on a full-time basis, effective October 1, 2014.
19. Smith, Patrick A., M.Ed., from Instructional Designer to Senior Instructional Designer, Instructional Design Support, at a 12-month rate of \$71,911, on a full-time basis, effective October 1, 2014.
20. Snider, Jeffrey P., H.S., from Systems Analyst II to Assistant Director, Educational Technology Center, Educational Technology Center, at a 12-month rate of \$86,953, on a full-time basis, effective November 1, 2014.
21. Strand, Elizabeth B., Ph.D., from Supervisor, Instructional Design to Assistant Director, Instructional Design, Instructional Design Support, at a 12-month rate of \$105,122, on a full-time basis, effective October 1, 2014.
22. Thomas, Jacquelyn E., B.A., from Programmer Analyst I to Programmer Analyst II, Enterprise Systems, at a 12-month rate of \$69,275, on a full-time basis, effective November 1, 2014.
23. Wang, Yaoling, M.A., from User Services Consultant I to User Services Consultant II, Educational Technology Center, at a 12-month rate of \$50,109, on a full-time basis, effective October 1, 2014.
24. Whalen, Randy K., ASSOC., from Programmer Analyst II to Senior Programmer Analyst, Enterprise Systems, at a 12-month rate of \$89,000, on a full-time basis, effective November 1, 2014.
25. Yantis, Walton T., ASSOC., from Systems Programmer I to Systems Administrator I, Core Systems, at a 12-month rate of \$62,000, on a full-time basis, effective October 1, 2014.

COMMISSIONING AND BONDING OF UNIVERSITY POLICE OFFICERS

1. Castillo, Stephanie, effective January 20, 2015
2. Dykes, David, effective January 20, 2015
3. Lobo, Kyle, effective January 20, 2015

**LAMAR INSTITUTE OF TECHNOLOGY
FEBRUARY 2015**

FACULTY PERSONNEL CHANGES

RESIGNATIONS

1. None to report.

RETIREMENTS

1. None to Report

LEAVE OF ABSENCE

1. None to report

NON-REAPPOINTMENTS

1. None to report

CHANGES IN STATUS/TITLE

1. None to report

WITH TENURE

1. None to report

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

	Name	Degree	Rank	Program	%FTE	Salary	Period
ALLIED HEALTH AND SCIENCE							
R	Alford, Nathaniel	M.D.	Adjunct	Dental Hygiene	.14	\$3,000	Spr. 2015
R	Asbury-Scott, Deborah	B.S.	Adjunct	Occup Safety	.20	\$2,100	Spr. 2015
R	Barron, Bryan	D.C.	Instr. I	Biology	.10	\$1,050	Spr. 2015
R	Bland, Lisa	A.A.S.	Instr. I	Radiology Tech	.05	\$875	Spr. 2015
R	Boland, Deena	A.A.S.	Adjunct	Sonography	.53	\$8,638	Spr. 2015
R	Browning, Tami	A.A.S.	Adjunct	Dental Hygiene	.36	\$5,775	Spr. 2015
R	Carpenter, Dave	D.D.S.	Adjunct	Dental Hygiene	.06	\$1,320	Spr. 2015
R	Cobb, Tena	A.A.S.	Instr. I	Health Info Tech	.24	\$4,113	Spr. 2015
R	Cross, Deborah	B.S.	Adjunct	Health Info Tech	.37	\$3,850	Spr. 2015
R	DeMoss, Michelle	B.S.	Adjunct	Dental Hygiene	.34	\$4,200	Spr. 2015
R	Dorsey, Monica	A.A.S.	Adjunct	Dental Hygiene	.10	\$1,260	Spr. 2015
R	Facey, Barrington	M.B.A.	Adjunct	Respiratory Care	.22	\$3,640	Spr. 2015
R	Fakuda, John	D.D.S.	Adjunct	Dental Hygiene	.06	\$1,320	Spr. 2015
R	Garrett, Coya	A.A.S.	Adjunct	Pharm. Tech.	.37	\$7,900	Spr. 2015
R	Giglio, Sam	D.D.S.	Adjunct	Dental Hygiene	.46	\$9,450	Spr. 2015
R	Grass, Connie	D.C.	Adjunct	Biology	.20	\$2,100	Spr. 2015
R	Gregory III, Larry	B.S.	Adjunct	Chemistry	.40	\$4,200	Spr. 2015

R	Griffin, Joy	B.S.I.T.	Inst. II	Occup. Safety	.11	\$1,138	Spr. 2015
N	Handley, Brian	M.S.	Adjunct	Chemistry	.20	\$2,100	Spr. 2015
R	Harris, Regina	A.A.S.	Adjunct	Respiratory	.49	\$5,600	Spr. 2015
R	Hunt, Angela	Cert.	Adjunct	Sonography	.18	\$2,425	Spr. 2015
R	Landry, Cynthia	A.A.S.	Adjunct	Child Care & Dev	.42	\$7,350	Spr. 2015
R	Lanoue, Stephanie	M.A.	Instr. II	Biology	.10	\$1,050	Spr. 2015
R	Mendoza, Kristina	D.D.S.	Adjunct	Dental Hygiene	.20	\$2,835	Spr. 2015
R	Morgan, Harry	M.S.	Adjunct	Biology	.40	\$4,200	Spr. 2015
R	Nantz, William	D.D.S.	Adjunct	Dental Hygiene	.12	\$2,625	Spr. 2015
N	Neal, Bryan	B.S.	Adjunct	Chemistry	.60	\$6,300	Spr. 2015
R	Nwankwo, Ngozi	B.S./MBA	Adjunct	Respiratory Care	.14	\$2,240	Spr. 2015
R	Porter, Jackson	D.D.S.	Adjunct	Dental Hygiene	.05	\$1,225	Spr. 2015
N	Rashall, Stacey	A.A.S.	Adjunct	Respiratory Care	.49	\$5,600	Spr. 2015
R	Robinson, Samantha	B.A.A.S.	Instr. I	Radiology Tech	.02	\$263	Spr. 2015
R	Rowlett, Vicki	B.S.	Instr. III	Chemistry/Physics	.20	\$2,100	Spr. 2015
R	Shaw, Arthur	D.D.S.	Adjunct	Dental Hygiene	.16	\$3,465	Spr. 2015
R	Thornton, Griselda	A.A.S.	Adjunct	Radiology Tech	.60	\$6,800	Spr. 2015
R	Trahan, Shelia	M.	Dept. Chair		.12	\$1,225	Spr. 2015
R	Waldrep, Staci	M.S.	Instr. III	Health Info Tech	.41	\$4,287	Spr. 2015
N	West, Samantha	B.S.	Adjunct	Health Info Tech	.25	\$2,625	Spr. 2015
R	White, John	D.D.S.	Adjunct	Dental Hygiene	.05	\$1,225	Spr. 2015
R	Wiggins, Robert	D.D.S.	Adjunct	Dental Hygiene	.11	\$2,450	Spr. 2015
R	Williams, Roland	D.D.S.	Adjunct	Dental Hygiene	.12	\$2,475	Spr. 2015
R	Yaseen, Niveen	Ed.D.	Adjunct	Chemistry	.30	\$3,150	Spr. 2015

BUSINESS TECHNOLOGIES

R	Arnold, Lauri	M.Ed.	Instr. II	Comp. Networking	.67	\$7,000	Spr. 2015
R	Booth, Kara	M.B.A.	Instr. II	Management	.13	\$1,400	Spr. 2015
R	Bourgeois, Luke	B.A.A.S.	Instr. II	Comp. Networking	.67	\$7,000	Spr. 2015
R	Cobb, Bonnie	B.S.	Adjunct	Comp. Networking	.67	\$7,000	Spr. 2015
R	Peyton, Carol	M.A.	Adjunct	Management	.20	\$2,100	Spr. 2015
R	Pinson, Thomas	M.B.A.	Instr. II	Comp. Networking	.33	\$3,500	Spr. 2015
R	Stewart, Sean	B.B.A.	Adjunct	Comp. Networking	.33	\$3,500	Spr. 2015
R	Storbeck, Tim	B.A.A.S.	Instr. II	Comp. Networking	.53	\$5,600	Spr. 2015
R	Stoudemayer, Linda	M.S.	Instr. III	Bus Comp Info	.43	\$4,900	Spr. 2015

GENERAL EDUCATION & DEVELOPMENT STUDIES

R	Abedelwahab, Widad	M.Ed.	Instr. I	Dev Math	.20	\$2,100	12-Week
R	Allen, Carol	M.Ed.	Adjunct	College Success	.13	\$1,400	Spr. 2015
R	Atmar, Richard	M.A.	Adjunct	English	.40	\$4,200	Spr. 2015
R	Baker, Mary	M.P.A.	Adjunct	Government	.40	\$4,200	Spr. 2015
R	Childs, William	M.A.	Adjunct	English	.20	\$2,100	Spr. 2015
R	Comer, Stephen	B.S.	Adjunct	Dev Math	.20	\$2,100	Spr. 2015
R	Courmier, Sharon	M.A.	Adjunct	History	.40	\$4,200	Spr. 2015
R	Culbertson, Patricia	B.A.A.S.	Adjunct	Dev Read/Writing	.27	\$2,800	12-Week
R	Davis, Michelle	M.S.	Instr. I	Speech	.20	\$2,100	Spr. 2015
R	Davis, Michelle	M.S.	Dept. Chair	Speech	.13	\$1,400	12-Week
R	De la Rosa, Alfred	M.S.	Instr. III	Math	.33	\$2,800	Spr. 2015
R	Drake, Regina	M.A.	Adjunct	Sociology	.40	\$4,200	Spr. 2015

R	Flosi, Alicen	Ph.D.	Adjunct	College Success	.13	\$1,400	Spr. 2015
N	Garza, Andrew	M.S.	Instr. I	Psychology	1.00	\$45,645	2014-2015
R	Hayes, Mary	M.A.	Adjunct	Humanities	.20	\$2,100	Spr. 2015
R	Henry, Bradd	M.A.	Instr. I	Dev Math	.20	\$2,100	Spr. 2015
R	Hooker, David	M.A.	Instr. III	English	.20	\$2,100	Spr. 2015
R	Katz, Dawn	M.A.	Instr. I	Speech	.40	\$4,200	Spr. 2015
R	Linn, Mary	M.A.	Adjunct	Speech	.20	\$2,100	Spr. 2015
R	Linn, Mary	M.A.	Adjunct	Speech	.20	\$2,100	12-Week
R	Miller, Beth	M.A.	Adjunct	Eng/Dev Writing	.27	\$2,380	Spr. 2015
R	Miller, Beverly	M.A.	Adjunct	Sociology	.20	\$2,100	Spr. 2015
R	Miller, Beverly	M.A.	Adjunct	Sociology	.20	\$2,100	12-Week
R	Monceaux, Alex	M.A.	Adjunct	Dev Writing	.27	\$2,800	Spr. 2015
R	Moulton, Irma	M.Ed.	Adjunct/DE	Math	.40	\$4,200	Spr. 2015
N	Partain, Trudie	B.A.	Instr. I	College Success	1.00	\$45,645	2014-2015
R	Richard, Kimberly	M.S.	Adjunct	Dev Math	.40	\$4,200	Spr. 2015
R	Ridley, Sarah	B.A.	Adjunct	Dev Writing	.34	\$3,080	Spr. 2015
R	Rueda, Emily	M.S.	Instr. III	Math	.40	\$4,200	Spr. 2015
N	Sizemore, Mary	M.A.	Instr. I	English	1.00	\$45,972	2014-2015
N	Sizemore, Mary	M.A.	Instr. I	English	.20	\$2,100	Spr. 2015
N	Sizemore, Mary	M.A.	Instr. I	English	.20	\$2,100	12-Week
R	Sizemore, William	M.A.	Instr. I	English	.40	\$4,200	Spr. 2015
R	Smith, Leigh	M.Ed.	Instr. II	College Success	.20	\$2,100	Spr. 2015
R	Spencer, Tracy	Ph.D.	Instr. II	Humanities	.40	\$4,200	Spr. 2015
R	Tillie, John	B.B.A.	Adjunct	Dev Math	.40	\$4,200	Spr. 2015
R	Toups, Melanie	M.Ed.	Adjunct	Dev Read/Writing	.27	\$2,800	Spr. 2015
R	White, Dennis	M.S.	Instr. II	Sociology	.20	\$2,100	Spr. 2015

PUBLIC SERVICE & SAFETY

R	Mitchell, Nicole	M.S.	Instr. I	Criminal Justice	.07	\$7,040	Spr. 2015
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TECHNOLOGY

R	Banks, Baron	B.A.	Instr. II	Process Operate	.34	\$4,200	Spr. 2015
R	Bingham, Jason	A.A.S.	Instr. I	Welding	.20	\$2,100	Spr. 2015
R	Bradley, Clyde	N/A	Adjunct	Industrial Mech	.27	\$2,800	Spr. 2015
R	Caballero, Armin	A.A.S.	Adjunct	Construction	.23	\$2,450	Spr. 2015
R	Champagne, Steve	A.A.S.	Instr. I	Instrumentation	.33	\$3,500	Spr. 2015
R	Culp, Thomas	N/A	Adjunct	Instrumentation	.73	\$7,700	Spr. 2015
R	Gaus, Henry	A.A.S.	Instr. II	Heat, Vent, Air	.70	\$700	Spr. 2015
R	Griffin, Tom	A.A.S.	Adjunct	Industrial Mech	.27	\$2,800	Spr. 2015
R	Hall, Deanna	M.S.	Instr. I	Comp Drafting	.67	\$7,000	Spr. 2015
N	Hoke, Chelsea	B.S.	Instr. I	Instrumentation	1.00	43,270	2014-2015
N	Hoke, Chelsea	B.S.	Instr. I	Instrumentation	.27	\$2,800	Spr. 2015
R	Jacobs, Weldon	B.A.A.S.	Instr. II	Instrumentation	.90	\$9,800	Spr. 2015
R	Kirk, Charles	B.S.I.T.	Adjunct	Process Operate	.40	\$4,200	Spr. 2015
R	Koenig, Russell	A.A.S.	Instr. II	Utility Line Tech	.40	\$4,200	Spr. 2015
R	LeBlanc, James	N/A	Adjunct	Process Operate	.53	\$5,600	Spr. 2015
R	Lewis, Alex	N/A	Adjunct	Welding	.40	\$4,200	Spr. 2015
R	Matak, Pete	A.A.S.	Instr. IV	Adv. Engine	.33	\$3,500	Spr. 2015
R	McAnally, Richard	A.A.S.	Instr. I	Welding	.27	\$2,800	Spr. 2015

R	McKeehan, John	A.A.S.	Instr. I	Welding	.50	\$5,600	Spr. 2015
R	Moore, Bobby	N/A	Adjunct	Construction	.27	\$2,800	Spr. 2015
R	Neely, Edgar	A.A.S.	Instr. II	Instrumentation	.47	\$4,900	Spr. 2015
R	O'Connor, Patrick	B.S.	Instr. II	Comp Drafting	.67	\$2,800	Spr. 2015
R	Pousson, Johnny	A.A.S.	Instr. I	Comp Drafting	1.00	\$10,500	Spr. 2015
R	Roark, David	N/A	Adjunct	Process Operate	.90	\$9,450	Spr. 2015
R	Rodriguez, Pablo	B.S.I.T.	Instr. III	Process Operate	.53	\$5,600	Spr. 2015
N	Sedoruk, Henry	A.A.S.	Adjunct	Instrumentation	.33	\$3,500	Spr. 2015
N	Spooner, Stanley	B.S.	Instr. I	Comp Drafting	.67	\$7,000	Spr. 2015
R	Tucker, Walter	A.A.S.	Instr. III	Process Operate	.20	\$2,100	Spr. 2015
R	Waidley, Michael	N/A	Adjunct	Construction	.53	\$5,600	Spr. 2015
R	Williams-Parker, Tiffany	B.A.A.S.	Instr. I	Process Operate	.20	\$2,100	Spr. 2015
R	Willis, James	M.S.	Adjunct	Process Operate	.47	\$4,900	Spr. 2015
R	Worry, Valerie	Ed.D.	Instr. I	Process Operate	.20	\$2,100	Spr. 2015

ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. Manley, Michael Don, Certificate, EMS Instructional Staff, at an annual salary of \$35,000, effective 11/03/14
2. Lamartiniere, Kenneth, M.A., Director of Corporate Training, Workforce Training, at an annual salary of \$60,000, effective 12/15/14
3. Smith, Dr. Jason, Ed.D, Dean of Student Services, at an annual salary of \$85,000, effective 01/05/15
4. Woodall, Jason, M.S., Director of Distance Education, at an annual salary of \$48,960 effective 10/27/14
5. Wright, Dr. Daniel, Ph.D, Vice President of Academic Affairs, at an annual salary of \$125,000, effective 01/05/15

RETIREMENTS

1. Barbosa, Isaac, Director of Computer Services, effective 01/31/2015
2. Duncan, Gary, Director of Regional Police Academy, effective 01/31/2015
3. Fortenberry, Linda "Susie", Executive Assistant to the President, effective 01/31/2015

RESIGNATIONS

1. Hunt, Tiara, Director of Continuing Education, Workforce Training, effective 01/31/2015
2. Jordan, Vanecia, Accountant II, effective 12/19/2014

CHANGES IN STATUS/TITLE

1. Cioci, Nick, Assistant Dean of Student Services, at an annual salary of \$70,000, effective 01/05/15

Lamar State College-Orange

FACULTY PERSONNEL CHANGES

ADDITIONS

1. Busby, Leah, MBA, Instructor of Business Management at a 12 month rate of \$38,094, effective January 1, 2015

RETIREMENTS

1. Fears, Dixie, A.D.N., Instructor of Vocational Nursing effective January 31, 2015.

RESIGNATIONS

1. Daniel, Martha, Instructor of Vocational Nursing effective December 31, 2014.

NON-REAPPOINTMENTS

1. None to Report

CHANGES IN STATUS

1. None to Report

WITH TENURE

1. None to Report

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

	NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
ALLIED HEALTH/FULL-TIME OVERLOADS AND ADJUNCT FACULTY							
R	Andrews, Jo	A.A.S.	Adjunct	Vocational Nur	159	19152	Spring 2015
R	Antoon, Melody	M.S.	Instructor	Upward Mobility	37	4163	Spring 2015
R	Baker, Suzanne	A.A.S.	Instructor	Vocational Nur	49	5920	Spring 2015
R	Carroll, Linda	A.S.	Instructor	Vocational Nur	39	4656	Spring 2015
R	Cole, Angela	B.S.N.	Instructor	Vocational Nur	49	5968	Spring 2015
R	Davis, Tammy	B.S.N.	Adjunct	Vocational Nur	118	14256	Spring 2015
R	Flippen, Carolyn	Cert.	Instructor	Dental Assisting	59	7056	Spring 2015
R	Flippen, James	D.D.S.	Adjunct	Dental Assisting	106	12672	Spring 2015
R	Foreman, Sherri	A.A.S.	Instructor	Vocational Nur	40	4848	Spring 2015
R	Granger, Thera	Cert.	Instructor	Pharmacy Tech	36	4368	Spring 2015
R	Keogh, Dru	A.A.S.	Instructor	Vocational Nur	129	15504	Spring 2015
R	Land, Richard	Cert.	Adjunct	Emergency Med	68	8104	Spring 2015
R	Latham, Staci	Cert.	Adjunct	Dental Assisting	106	9576	Spring 2015
R	LeBlanc, Lorrie	B.S.N.	Instructor	Vocational Nur	48	5816	Spring 2015
R	Lemons, Janet	M.S.N.	Instructor	Upward Mobility	33	3984	Spring 2015
R	Lumpkin, Denise	M.S.N.	Instructor	Upward Mobility	51	6136	Spring 2015
R	McGee, LeahAnne	M.S.N.	Instructor	Upward Mobility	4	320	Spring 2015
R	Moore, Jessica	A.A.S.	Adjunct	Vocational Nur	148	17784	Spring 2015
R	Nguyen, Loan	Cert.	Instructor	Pharmacy Tech	10	1264	Spring 2015
R	Paulk, Charlene	A.D.N.	Instructor	Vocational Nur	51	6136	Spring 2015
R	Procella, Terri	A.S.	Adjunct	Vocational Nur	118	14264	Spring 2015
R	Simar, Gina	M.Ed.	Adjunct	Vocational Nur	16	2000	Spring 2015

R	Smith, Kathrine	M.S.N.	Adjunct	Upward Mobility	48	4800	Spring 2015
R	Switzer, Janice	A.A.S.	Adjunct	Vocational Nur	49	5928	Spring 2015
R	Trotter, Jennifer	M.S.N.	Instructor	Upward Mobility	47	5584	Spring 2015
R	Tucker, Mandee	A.A.S.	Adjunct	Vocational Nur	26	3168	Spring 2015
N	STAFF		Adjunct	Vocational Nur			Spring 2015
N	STAFF		Adjunct	Vocational Nur			Spring 2015

**BUSINESS AND TECHNOLOGY/FULL-TIME
OVERLOADS AND ADJUNCT FACULTY**

R	Best, A.	M.B.A.	Professor	Economics	20	2400	Spring 2015
R	Bryant, Jennifer	M.S.	Adjunct	Business	60	5400	Spring 2015
R	Burns, Edgar	B.S.	Instructor	Process Tech	41	4912	Spring 2015
R	Crochett, Melvin	A.S.	Adjunct	Process Tech	31	2826	Spring 2015
R	Dando, Carla	M.S.	Adjunct	Medical Office	20	2400	Spring 2015
N	Dimas, Jerome	B.S.	Adjunct	Process Tech	49	5824	Spring 2015
R	Dorman, Bonnie	M.Ed.	Instructor	Medical Office	7	800	Spring 2015
R	Dotson, Diane	B.B.A.	Instructor	Information Tech	42	5416	Spring 2015
R	Edwards, Angela	A.S.	Adjunct	Medical Office	51	2926	Spring 2015
R	Garib, Lara	M.S.	Adjunct	Business Mgt	20	2400	Spring 2015
R	Geis, Earl	B.S.	Adjunct	Process Tech	271	146000	Spring 2015
R	Guilbeaux, Debbie	A.S.	Adjunct	Medical Office	51	3696	Spring 2015
R	January, Cheryl	M.B.A.	Adjunct	Process Tech	49	5096	Spring 2015
R	Kirk, Charles	B.S.	Adjunct	Process Tech	55	6624	Spring 2015
R	Lundquist, Gary	Ph.D.	Adjunct	Process Tech	55	6624	Spring 2015
R	McKinney, BJ	B.S.	Adjunct	Process Tech	63	5652	Spring 2015
R	McLendon, Gary	B.S.	Adjunct	Process Tech	81	7284	Spring 2015
R	Mott, Keith	M.S.	Adjunct	Information Tech	20	2400	Spring 2015
R	Phillips, Catherine	M.S.	Instructor	Information Tech	34	4104	Spring 2015
R	Reeder, Michael	B.S.	Adjunct	Process Tech	57	6840	Spring 2015
R	Sellers, Shana	M.S.	Instructor	Criminal Justice	20	1800	Spring 2015
R	Spears, Jackie	M.Ed.	Adjunct	Business Mgt	20	2800	Spring 2015
R	Stewts, Chris	M.S.	Adjunct	Process Tech	55	6624	Spring 2015
R	Turner, Carol	A.S.	Instructor	Medical Office	40	3552	Spring 2015
R	Vickers, Amber	M.B.A.	Instructor	Accounting	54	6031	Spring 2015
N	Staff		Adjunct	Information Tech	40	4800	Spring 2015

**LIBERAL ARTS/FULL-TIME OVERLOADS AND
ADJUNCT FACULTY**

R	Ball, Donald	D.M.	Adjunct	Music	23	2800	Spring 2015
R	Dando, Carla	M.S.	Adjunct	English	20	2400	Spring 2015
R	Doss, Kevin	M.A.	Instructor	Speech	60	12000	Spring 2015
R	Harmon, Don	Cert.	Adjunct	Criminal Justice	20	240	Spring 2015
R	Holmes, Bradley	Cert.	Adjunct	Music	3	600	Spring 2015
R	Lacy, Anna	M.A.	Adjunct	Drama	20	1800	Spring 2015
R	Lindley, Neil	Ph.D.	Adjunct	Philosophy	20	1800	Spring 2015
R	Lindsey, Richard	M.A.	Adjunct	Government	40	4800	Spring 2015
R	Little, Meredith	M.A.	Adjunct	History	80	9600	Spring 2015
R	Matt, Nancy	M.A.	Adjunct	Sociology	20	2400	Spring 2015
R	Miller, Roberta	M.S.	Instructor	Sociology	40	4800	Spring 2015
R	Owens, Eric	M.A.	Instructor	History	80	12800	Spring 2015
R	Peebles, Robert	Ph.D.	Prof Emer	History	40	7200	Spring 2015

R	Preslar, Andrew	M.A.	Instructor	English	60	8000	Spring 2015
R	Rathbun, Diane	M.A.	Adjunct	Speech	40	4200	Spring 2015
R	Rather, Michael	M.A.	Instructor	English	20	2400	Spring 2015
R	Rector, Marcus	M.S.	Adjunct	History	40	4800	Spring 2015
R	Sellers, Shana	M.S.	Adjunct	Criminal Justice	20	2400	Spring 2015
R	Sizemore, Mary	M.A.	Adjunct	English	40	4800	Spring 2015
R	Sizemore, William	M.S.	Adjunct	Art	40	4800	Spring 2015
R	Smith, Amanda	MFA	Adjunct	English	80	8400	Spring 2015
R	Smith, Jerry	M.S.	Adjunct	Forensic Science	28	2484	Spring 2015
R	Steinfeldt, Andrew	Ph.D.	Instructor	History	20	2400	Spring 2015
R	Turkel, Arlene	Ph.D.	Professor	English	30	3600	Spring 2015
R	Williams, Kathryn	M.A.	Instructor	Speech	40	4800	Spring 2015

MATHEMATICS & SCIENCE/FULL-TIME
OVERLOADS AND ADJUNCT FACULTY

R	Ahearn, Frances	M.S.	Adjunct	Psychology	40	4800	Spring 2015
R	Foreman, Jason	B.S.	Adjunct	Biology	53	6384	Spring 2015
R	Hodges, Lisette	M.S.	Instructor	Psychology	20	2400	Spring 2015
R	Keeney, Hunter	M.Ed.	Instructor	Biology	18	2160	Spring 2015
R	Kim, Jongchul	Ph.D.	Asst Prof	Mathematics	7	800	Spring 2015
R	Lundquist, Gary	Ph.D.	Adjunct	Chemistry	28	3312	Spring 2015
R	McClure, Matthew	Ph.D.	Professor	Biology	38	5360	Spring 2015
R	Moreau, Dal	M.S.	Instructor	Psychology	28	2484	Spring 2015
R	Marshall, Donald	Ph. D.	Adjunct	Chemistry	38	3312	Spring 2015
R	Peveto, Barbara	M.Ed.	Adjunct	Mathematics	20	2400	Spring 2015
R	Sanford, Jerry	Ph.D.	Instructor	Biology	50	6048	Spring 2015
R	Scarborough, George	M.S.	Instructor	Mathematics	20	2400	Spring 2015
R	Song, Ni	Ph.D.	Asst Prof	Biology	38	4560	Spring 2015
R	Taylor, Ronald	Ph.D.	Adjunct	Geology	55	4968	Spring 2015
R	Thomas, Donald	M.S.	Instructor	Physical Ed	52	6264	Spring 2015
R	VanDevender, Chad	Ph.D.	Adjunct	Biology	28	3312	Spring 2015
R	Whalen, Samantha	M.Ed.	Adjunct	Biology	20	2400	Spring 2015
R	Wilmore, Larry	M.S.	Asst Prof	Biology	8	912	Spring 2015
R	Wilson, Theresa	M.Ed.	Adjunct	Psychology	40	4800	Spring 2015

COLLEGE SUCCESS INITIATIVE/FULL-TIME
OVERLOADS AND ADJUNCT FACULTY

R	Babcock, Dorraine	M.Ed.	Adjunct	Education	60	7200	Spring 2015
R	Srinivasan, Sribhagyam	M.Ed.	Adjunct	CIDDIL	20	2400	Spring 2015

Lamar State College-Orange

ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. Perez, Mark, BA, Academic Advisor/Special Populations at a 12-month salary of \$32,079 effective November 17, 2014.

CHANGES IN STATUS

1. Whitehead, Gwen, Ph.D., Interim Vice President of Academic Affairs to Vice President of Academic Affairs at a 12-month rate of \$105,000 effective January 1, 2015.

TERMINATIONS

1. None to Report

RESIGNATIONS

1. Sizemore, Mary, Director of College Success, effective January 12, 2015.

RETIREMENTS

1. None to Report

Lamar State College – Port Arthur

FACULTY PERSONNEL CHANGES

NEW HIRES

1. None to report.

RESIGNATIONS

1. None to report.

RETIREMENTS

1. Ricky Calvert, effective November 30, 2014.

NON-REAPPOINTMENTS

1. Kenneth Cowle, effective May 31, 2015.

CHANGES IN STATUS

1. Monteel Copple from Instructor to Adjunct Instructor effective February 2, 2015.

WITH TENURE

1. None to report.

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

NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF ACADEMICS						
R Askew, Michelle	M.S.	Instruct III	Math	.20	2,122	Spring 2015
R Belyeu, Jeremy	M.A.	Instructor	English	.20	2,122	Spring 2015
R Brooks, Chandra	M.Ed.	Instructor	English	.20	2,122	Spring 2015
R Brown, Lawanda	M.A.	Adjunct	Sociology	.20	2,122	Spring 2015
R Byrd, Gene	Ph.D.	Asst. Prof.	Physics	.37	3,940	Spring 2015
R Byrd, Sally	M.A.	Instructor	English	.20	2,122	Spring 2015
R Cammack, James	M.B.A.	Instructor	BCIS	.41	4,319	Spring 2015
R Carona, Ken	M.S.	Adjunct	Psychology	.60	6,366	Spring 2015
R Clark, Jamie	M.A.	Instructor	Education	.06	864	Spring 2015
R Copple, Monteel	M.Ed.	Adjunct	History	.40	4,244	Spring 2015
R Durso, Cassandra	M.A.	Adjunct	History	.40	4,244	Spring 2015
R Faggard, Albert	M.A.F.A	Adjunct	Art	.60	6,366	Spring 2015
N Gregory, Susan	M.S.	Adjunct	Math	.60	6,366	Spring 2015
R James, Caitlin	M.A.	Adjunct	English	.20	2,122	Spring 2015
R Jordan, Percy	Ph.D.	Assc. Prof.	Biology	.15	7,979	Spring 2015

R	Jordan, Sue	M.Ed.	Adjunct	Chemistry	.35	3,738	Spring 2015
R	Knowles, Mark	M.S.	Instructor	Math	.40	4,244	Spring 2015
R	Lindley, Neil	Ph.D.	Adjunct	Philosophy	.80	8,488	Spring 2015
R	Longlet, Nancy	Ph.D.	Asst. Prof.	Biology	.23	2,420	Spring 2015
R	Lowe, Zeb	M.A.	Instructor	English	.20	2,122	Spring 2015
R	McIntire, Darren	M.B.A.	Adjunct	Math	.40	4,244	Spring 2015
R	Megnet, Ruth	M.F.A.	Asst. Prof.	Art	.37	3,947	Spring 2015
R	Ned, Kayla	M.S.	Adjunct	BCIS	.28	2,930	Spring 2015
R	Osborne, Angela	M.F.A.	Adjunct	Art	.80	8,488	Spring 2015
R	Pate, Martha	M.S.	Adjunct	Math	.40	4,244	Spring 2015
R	Peeler, Robert	M.Ed.	Instructor	Government/Edu	.02	279	Spring 2015
R	Pitre, James	B.S.	Adjunct	Math	.40	4,244	Spring 2015
R	Pollock, Richard	M.S.	Instructor	Biology	.28	3,013	Spring 2015
R	Steele, Sherry	M.Ed.	Instructor	Math	.40	4,244	Spring 2015
R	Stafford, Laura	Ph.D.	Prof.	Speech	.20	2,122	Spring 2015
R	Taylor, Ron	Ph.D.	Adjunct	Geology	.28	2,930	Spring 2015
R	Tran, Martin	B.S.	Adjunct	Math	.20	2,122	Spring 2015
R	Triebel, Mavis	M.P.A.	Instructor	Government	.20	2,122	Spring 2015
R	Trevey, Diane	M.A.	Adjunct	Education	.20	2,122	Spring 2015
R	Trevey, Robert	M.A.	Adjunct	Education	.20	2,122	Spring 2015
R	Wilbur, Christina	M.A.	Instructor	History	.40	4,244	Spring 2015
R	Woodard, Amber	M.S.	Adjunct	Nutrition	.20	2,122	Spring 2015

COLLEGE OF BUSINESS AND TECHNOLOGY

R	Woodford, Duncan	M.P.A.	Adjunct	Adjunct	.40	4,244	Spring 2015
R	Andress, William	A.A.S.	Instructor	INTC	.08	909	Spring 2015
R	Arrington, Kim	M.Ed.	Adjunct	DAAC	.48	5,092	Spring 2015
R	Bryant, Jennifer	M.S.	Instructor	Economics	.20	2,122	Spring 2015
R	Cammack, Jim	M.B.A.	Instructor	BUSI	.55	5,861	Spring 2015
N	Canedo, Blas	M.M.	Adjunct	MUSP	.88	9,364	Spring 2015
R	Champagne, Adri	B.A.A.S.	Instructor	ITSC	.31	3,334	Spring 2015
R	Ducote, Mark	A.A.S.	Adjunct	ITNW/CPMT	.44	2,000	Spring 2015
N	Duhon, Brenda	J.D.	Adjunct	POFI	.24	2,526	Spring 2015
R	Freyermuth, John	MAFA	Instructor	MUSC	.74	7,882	Spring 2015
R	Gillam, Robert	M.M.	Instructor	MUSC	.43	4,649	Spring 2015
R	Guillot, Sheila	M.Ed.	Instr. IV	Office Adm.	.57	6,063	Spring 2015
R	Green, Tamalia	B.S.	Instructor	Human Relations	.40	4,244	Spring 2015
R	Granger, Pat	M.B.A.	Instructor	ITSW	.41	4,344	Spring 2015
R	Hoffpauir, Judy	A.A.S.	Adjunct	POFI/POFT	.74	7,881	Spring 2015
R	McPherson, Miche	J.D.	Adjunct	LGLA	.20	2,122	Spring 2015
R	Mills, Zach	A.A.S.	Instructor	ITSC	.23	2,526	Spring 2015
R	Powell, James	-	Instructor	PTAC	.50	5,356	Spring 2015
R	Quist, Ed	J.D.	Instructor	LGLA	.07	808	Spring 2015
R	Richardson, Carl	B.A.	Instructor	MUSC/MUSP	.36	3,774	Spring 2015

R	Smith, Amanda	License	Instructor I	Cosmetology	.10	1,111	Spring 2015
N	Sparrow, Mike	-	Adjunct	PTAC	.82	8,690	Spring 2015
R	Stretcher, Nancy	Ed.D.	Adjunct	ITSW/ITSC	.51	5,456	Spring 2015
R	Sweat, Ray	M.S.	Adjunct	ARTC/ITSC	.44	4,648	Spring 2015
N	Turner, Kenneth	-	Adjunct	MUSP	.73	7,815	Spring 2015
N	Williams, Jules	B.S.	Adjunct	DAAC	.12	1,273	Spring 2015

INMATE EDUCATION

R	Alexander, Joyce	M.Ed.	Adjunct	Math	.20	2,122	Spring 2015
R	Bourque, Brenda	B.B.A.	Adjunct	Math	.27	2,829	Spring 2015
R	Copple, Monteel	M.Ed.	Adjunct	History	.20	2,122	Spring 2015
R	Decker, Bill	B.A.A.S.	Adjunct	Math	.20	2,122	Spring 2015
R	Doiron, Jesse	M.B.A.	Adjunct	English	.20	2,122	Spring 2015
R	Faggard, Albert	M.F.A.	Adjunct	Art	.20	2,122	Spring 2015
R	Jeanise, Phyllis	B.S.	Adjunct	SSC	.13	1,415	Spring 2015
R	Neely, John	A.S.D.	Adjunct	DAAC	.40	4,244	Spring 2015
R	Placette, Amber	B.A.	Adjunct	English	.20	2,122	Spring 2015
R	Taylor, Ron	Ph.D.	Adjunct	Geology	.28	2,930	Spring 2015
R	Thigpen, Albert	Ph.D.	Adjunct	Government	.20	2,122	Spring 2015
R	Trevey, Diane	M.S.	Adjunct	History	.33	3,537	Spring 2015
R	Weatherly, Rod	M.A.	Adjunct	Speech	.20	2,122	Spring 2015
R	Williams, Jules	B.S.	Adjunct	DAAC	.40	4,244	Spring 2015

ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. None to report.

CHANGES IN STATUS

1. None to report.

DISMISSALS

1. Sidney D. Rogers, effective February 18, 2015. (Reduction in force)
2. Tanisha Brown, effective February 18, 2015. (Reduction in force)

RESIGNATIONS

1. Jessica Callahan, effective November 30, 2014.
2. Jeremy White, effective January 31, 2015.

RETIREMENTS

1. Jimmett Lawrence, effective January 31, 2015.
2. Linda McGee, effective March 31, 2015.

**Texas State University System
Miscellaneous**

Action Items

1. SHSU: Naming of the Student Health and Counseling Center
2. TSUS: Conferring of Regents' Staff Award

Consent Items

3. TSUS: CONSENT: Gifts

SHSU: Naming of the Student Health and Counseling Center

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

Sam Houston State University be authorized to name the Student Health and Counseling Center the William R. Powell Student Health and Counseling Center.

Explanation

William R. Powell joined the Dean of Student Life Office as Assistant Dean of Student Life in 1972. He was the first African American hired by Sam Houston State University in an administrative position.

Dean Powell was instrumental in the development of the Student Judicial System with the Texas State University System and served as an advisor and mentor to numerous students and student organizations. He was a member of Alpha Phi Alpha Fraternity and he was instrumental in establishing the Theta Mu chapter at Sam Houston State University.

He was known as a very wise administrator, and the lives of students and his colleagues were enriched by his helpful attitude and warm spirit. Former students fondly remember him as an unselfish, trustworthy man who always had the best interest of the student in mind when carrying out his duties. "Dean Powell was one of those rare individuals that made us all better by being in his light. He made us all aspire to be all that we could however, he never let us forget that we had an obligation to our University and community to help others succeed."

He served as Assistant Dean of Student Life until he was promoted to Associate Dean of Student Life in 1977. As Associate Dean of Student Life he worked closely with the Housing Department, University Police and President's Cabinet to establish a student-centered approach in their day-to-day operations. Dean Powell was also instrumental in the development of the University Counseling Center. He also served on numerous University committees throughout his career.

He served as Associate Dean of Student Life until his retirement from Sam Houston State University in 1987.

While in Huntsville he served on the Board of Directors for the Lions Club and Habitat for Humanity. Dean Powell also served as a Deacon at both Friendship Baptist and First Baptist Church. He was also a major player in fundraising for the Dr. Martin Luther King memorial in Washington, D.C.

William R. Powell's care and commitment to the students of Sam Houston State University and his community involvement in the city of Huntsville make it appropriate for the Student Health and Counseling Center to bear his name.

TSUS: Conferring of *Regents' Staff Award*

Upon motion of Regent _____, seconded by Regent _____, upon the recommendation of the Chancellor and nomination by the university president, it was ordered that:

1. The *Regents' Staff Award* be conferred, in perpetuity, upon Joseph Meyer,
2. The *Regents' Staff* medallion be presented to him; that he have the right to wear such medallion at appropriate events; and that he be recognized as having received this award; and,
3. The attached resolution be adopted; presented to him; and forever recorded and preserved in the minutes of this Board of Regents.

Resolution Honoring Joseph Meyer

Whereas, the Board of Regents of the Texas State University System has determined that it would advance the cause of higher education in the State of Texas and contribute to the public good of the state to create the Office of Regents' Staff Member; and,

Whereas, the purpose of the Office is to recognize exceptional and outstanding staff members of System component institutions who have demonstrated, over an extended career, commitment to the institution and its mission, job competency, collegiality, community involvement and exceptional achievement; and,

Whereas, the Office of Regents' Staff Member is a lifetime designation bestowed by the Board of Regents upon personnel who have been acknowledged by their supervisors and peers as exceptional, and recommended by the Texas State University System Foundation Executive Director, the Vice Chancellor for Academic Affairs, and the University President; and,

Whereas, Joseph Meyer, Director of the Office of Institutional Research, Texas State University, has achieved such excellence, by deftly leading his team over a 25-year career to clarify and analyze data, develop numerous reports, and promptly respond to internal and external data requests, resulting in his two-time selection as Texas State University Staff Employee of the Year; and,

Whereas, Mr. Meyer is recognized statewide for his expertise and professionalism in data collection, analysis, and reporting; and, because of his ability to communicate complex data in easily understood formats, is highly sought after by colleagues at other institutions throughout the world and in agencies within the state for advice and guidance; and,

Whereas, Mr. Meyer has distinguished himself through exemplary service in several Texas Association for Institutional Research offices, namely: President, Vice President and Program Chair, Data Advisory Committee Chair, and Professional Development Committee Chair; and, significantly, as Chair of the Texas State University Common Experience Program Committee in development and delivery of the year-long, university-wide program; and,

Whereas, Joseph Meyer, by his qualities of service and character, has brought great honor to Texas State University, the Texas State University System, and the Great State of Texas;

Now, Therefore Be It Resolved on this 20th day of February, 2015, that Joseph Meyer be designated a Regents' Staff Member and forever hold said title, including all honors, rights and privileges appurtenant thereto.

TSUS: Acknowledgement of Gifts and Gifts-in-Kind

Recommendation

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

Background

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

Lamar University

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

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
09/03/14	BASF TOTAL Petrochemicals, LLC	\$10,500.00	Department of Athletics – Corporate Sponsorship
09/10/14	Amron Funding	\$5,000.00	College of Business
10/07/14	Capital One	\$10,000.00	KVLU
10/07/14	INVISTA	\$7,000.00	Department of Athletics – Corporate Sponsorship
10/08/14	Gulf Coast Electric Co., Inc.	\$5,500.00	Department of Athletics – Corporate Sponsorship
10/15/14	Gas Processors Association of Houston	\$41,000.00	Gas Processors Association of Houston Scholarship
10/15/14	Jason Alliance of Southeast Texas	\$5,000.00	Teaching Environmental Science
10/21/14	Sasol North America	\$10,000.00	College of Engineering
10/21/14	ExxonMobil Corporation	\$10,000.00	Distinguished Faculty Lecture Series
10/28/14	First Financial Bank	\$10,500.00	Department of Athletics – Corporate Sponsorship
10/28/14	Wells Fargo Bank, N.A.	\$17,990.00	Department of Athletics – Corporate Sponsorship
11/03/14	Sabine Area Restaurant Association	\$7,000.00	Study Abroad – London Hospitality Program
11/06/14	Motiva Enterprises LLC	\$5,000.00	College of Engineering – Engineering Marketing
11/07/14	ExxonMobil Corporation	\$148,500.00	Department of Athletics – Cardinal Connection; College of Arts and Sciences; College of Business; College of Education and Human Development; College of Engineering; Gladys City Museum; and Mary and John Gray Library
11/20/14	American Petroleum Institute – Houston Chapter	\$5,000.00	College of Engineering
11/10/14	Citgo Petroleum Corporation	\$10,000.00	College of Engineering

The following Gifts-in-Kind valued at \$5,000 or more were given to Lamar University.

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
09/03/14	Manning's Office Solutions	\$24,540.00	Department of Athletics-Corporate Sponsorship

Total: \$332,530.00

Lamar University Foundation

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

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
09/05/14	Estate of Mr. Jerry P. Rudd	\$163,185.86	Jerry Rudd Memorial Scholarship
09/11/14	Dr. Don Warren and Ms. Judith A. Johnston	\$50,000.00	Joseph Donald "Trey" Warren, III Presidential Scholarship in Accounting
09/22/14	Mrs. Gerri Christopher	\$6,000.00	J.C. & Theresa Giglio Scholarship in Business
09/22/14	Mr. and Mrs. Larry D. Norwood	\$5,000.00	Camille Mouton Scholarship
09/22/14	Mr. and Mrs. Mike Jenkins	\$30,000.00	J.C. & Theresa Giglio Scholarship in Business
09/26/14	Mr. and Mrs. Brad Brown	\$50,000.00	Ashley Brown Memorial Scholarship in Soccer
09/23/14	Fred F. Day & Ruth E. Day Living Trust	\$10,000.00	Ruth E. & Frederic F. Day Scholarship in the Sciences
10/02/14	Mr. and Mrs. Charles J. Giglio	\$6,000.00	J.C. & Theresa Giglio Scholarship in Business
10/02/14	Mr. and Mrs. Jake Tortorice, Jr.	\$10,000.00	J.C. & Theresa Giglio Scholarship in Business
10/14/14	Mr. and Mrs. Matthew L. Jordan	\$24,794.70	Carmen Angelle Jordan Scholarship in Finance
11/03/14	Orange Memorial Hospital Corporation	\$28,222.31	Orange Memorial Hospital Corporation Scholarship
11/10/14	Mr. and Mrs. Mike Bonura	\$13,750.00	Alicia Bonura Memorial Scholarship in Engineering

11/13/14	Mr. Joshua M. Bonura	\$7,500.00	Alicia Bonura Memorial Scholarship in Engineering
11/19/14	Mr. and Mrs. Bill Scott	\$250,000.00	Bill and Gay Scott Presidential Innovation Fund

Total: \$654,452.87

Explanations

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

- BASF TOTAL Petrochemicals LLC gave \$10,500.00 to the Department of Athletics for a 2014-2015 Corporate Sponsorship.
- Amron Funding gave an unrestricted gift of \$5,000.00 to the College of Business.
- Capital One gave \$10,000.00 in underwriting to KVLU Public Radio.
- INVISTA gave \$7,000.00 to the Department of Athletics for a 2014-2015 Corporate Sponsorship.
- Gulf Coast Electric Co., Inc. gave \$5,500.00 to the Department of Athletics for a 2014-2015 Corporate Sponsorship.
- Gas Processors Association of Houston gave two gifts totaling \$41,000.00 to the Gas Processors Association of Houston Scholarship. \$35,000.00 went to increase the corpus of the endowment and \$6,000 went to increase the award budget of the scholarship for fiscal year 2015.
- Jason Alliance of Southeast Texas gave \$5,000.00 to the College of Arts and Sciences for the Teaching Environmental Science Summer Institute.
- Sasol North America gave \$10,000.00 to the College of Engineering to fund the Department of Chemical Engineering's Unit Operations Laboratory.
- ExxonMobil Corporation gave \$10,000.00 to sponsor the Distinguished Faculty Lecture Series.
- First Financial Bank gave \$10,500.00 to the Department of Athletics for a 2014-2015 Corporate Sponsorship.
- Wells Fargo Bank, N.A. gave \$17,990 to the Department of Athletics for a 2014-2015 Corporate Sponsorship.
- The Sabine Area Restaurant Association gave \$7,000.00 to the Department of Study Abroad for the Family and Consumer Science's London Hospitality Study Abroad Program.
- Motiva Enterprises, LLC. Gave \$5,000.00 to the College of Engineering to sponsor Engineering Student Career Fairs and Events.

- ExxonMobil Corporation gave departmental grants totaling \$148,500.00. The grants were awarded as follows: College of Arts and Sciences Enhancing Undergraduate Options for Success Program - \$13,000.00; College of Arts and Sciences Teacher Preparation in the Integrated Sciences Program - \$11,000.00; College of Arts and Sciences Teaching Environmental Science Summer Institute - \$5,000.00; College of Arts and Sciences University Writing Center - \$5,500.00; Department of Athletics Cardinal Connection Reading Mentorship Program - \$45,000.00; College of Business Executive in Residence Lecture Series - \$6,000.00; College of Education and Human Development Scholar-in-Residence Program - \$14,500.00; College of Engineering's Department of Chemical Engineering for their Bridging the Process Control, Troubleshooting and Optimization Gaps Between Academia and Industry Program - \$25,000.00; College of Engineering Student Ambassador Program - \$10,000.00; College of Fine Arts and Communication's Department of Music Lamarissimo! Program - \$3,500.00; Spindletop-Gladys City Boomtown Museum 2015 Spindletop Anniversary Celebration - \$5,000.00; Mary and John Gray Library Electronic Resources - \$5,000.00.
- American Petroleum Institute-Houston Chapter gave \$5,000.00 to the College of Engineering to be used for student scholarships.
- Citgo Petroleum gave two gifts totaling \$10,000.00 to the College of Engineering for the Mechanical Engineering Scholarship Fund and the Chemical Engineering Student Scholarship Fund.
- Manning's Office Solutions gave furnishings to the Department of Athletics for the Cardinal Club Room valued at \$30,000.00. Manning's received \$5,460.00 in goods and services in exchange for their donation.

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

- The Estate of Jerry P. Rudd gave \$163,185.86 to the Jerry Rudd Memorial Scholarship.
- Dr. Don Warren and Ms. Judith A. Johnston pledged \$50,000.00 to establish the Joseph Donald "Trey" Warren, III Presidential Scholarship in Accounting.
- Mrs. Gerri Christopher gave \$6,000.00 to the J.C. and Theresa Giglio Scholarship in Business.
- Mr. and Mrs. Larry D. Norwood gave \$5,000.00 to the Camille Mouton Scholarship.
- Mr. and Mrs. Mike Jenkins gave \$30,000.00 to the J.C. and Theresa Giglio Scholarship in Business.
- Mr. and Mrs. Brad Brown gave \$50,000.00 to the Ashley Brown Memorial Scholarship in Soccer.
- The Fred F. Day and Ruth E. Day Living Trust gave \$10,000.00 to the Ruth E. and Frederic F. Day Scholarship in the Sciences.
- Mr. and Mrs. Charles Giglio gave \$6,000.00 to the J.C. and Theresa Giglio Scholarship in Business.

- Mr. and Mrs. Jake Tortorice gave \$10,000.00 to the J.C. and Theresa Giglio Scholarship in Business.
- Mr. and Mrs. and Matthew L. Jordan gave five gifts of stock valued at \$24,794.70 to fund the Carmen Angelle Jordan Scholarship in Finance.
- The Orange Memorial Hospital Corporation gave \$28,222.31 to the Orange Memorial Hospital Corporation Scholarship.
- Mr. and Mrs. Mike Bonura gave \$13,750.00 to the Alicia Bonura Memorial Scholarship in Engineering of which \$7,500.00 is scheduled to be matched by ExxonMobil.
- Mr. Joshua M. Bonura gave \$7,500.00 to the Alicia Bonura Memorial Scholarship in Engineering, which is scheduled to be matched by ExxonMobil.
- Mr. and Mrs. Bill Scott pledged \$250,000.00 to establish the Bill and Gay Scott Presidential Innovation Fund.

Sam Houston State University

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
9/29/2014	Anonymous	\$5,000.00	Dr. Stanley F. Kelley Animal Science Scholarship Endowment
9/29/2014	Anonymous	\$5,000.00	Dr. Stanley F. Kelley Animal Science Scholarship Endowment
10/6/2014	Boulevard Realty	\$5,000.00	2014 Bearkats in Business
10/9/2014	Dow International Finance S.a.r.l	\$5,000.00	Department of Accounting - Special
10/9/2014	GHS Foundation	\$24,000.00	Smith-Hutson COBA Scholarships
10/14/2014	Daniel T. Barnes	\$12,000.00	Dr. Sam Barnes Kaplan Review Scholarship
10/15/2014	William P. Thomas	\$20,000.00	David and Grettie Payne Music Scholarship and Enrichment Endowment
10/16/2014	Laverne Warner	\$9,000.00	Alumni Life Member Endowment
11/21/2014	Laverne Warner	\$20,970.00	Dr. Laverne Warner Early Childhood Education Endowment; University Advancement Scholarship Luncheon
10/17/2014	Gerald S. and Janis E. Calvert	\$5,000.00	Jerry and Jan Calvert Physics Scholarship Endowment
10/17/2014	Total Convenience Marketing	\$5,000.00	2015 Bearkats in Business
10/21/2014	W & N Enterprises, LLC	\$5,000.00	2015 Bearkats in Business
10/24/2014	Rolando V. del Carmen	\$10,035.00	del Carmen Gift Annuity #10; University Advancement Scholarship Luncheon
10/27/2014	H.E. Butt Grocery Company - HEB	\$50,000.00	African-American Friends of SHSU Scholarship Endowment
10/28/2014	Randy R. and Ann M. Stewart	\$7,900.00	Training; President's Circle; Football Enrichment
11/3/2014	Miles L. and Gaynelle B. Schulze	\$5,000.00	Michael Schulze Endowment
11/4/2014	Tom and Donna Johnson Foundation	\$5,000.00	1964 National Championship Football Team Endowment
11/10/2014	Carolyn L. Faulk	\$11,500.00	Football Enrichment; President's Circle

11/11/2014	CenterPoint Energy	\$5,000.00	Sam Houston-Austin Internship Program (SHAIP)
11/12/2014	Junior Service League	\$8,000.00	Huntsville Junior Service League Scholarship Endowment
11/14/2014	Ellen P. Happe Phillips and Terry Phillips	\$7,500.00	Ellen Happe Phillips Scholarship Endowment Fund; Ellen Happe Phillips Scholarship Fund
11/14/2014	Walter L. and Jan L. Fitzgerald	\$9,000.00	Alumni Life Member Endowment; 2015 Bearkats in Business; President's Circle
11/18/2014	Reuben C. Tamez	\$5,000.00	2015 Bearkats in Business
11/21/2014	Shane Detwiler Foundation	\$7,000.00	Shane Detwiler Criminal Justice Scholarship Endowment; Shane Detwiler Criminal Justice Scholarship
11/25/2014	Carol H. and Joseph M. Weller	\$10,000.00	2015 Bearkats in Business
11/25/2014	Herbert B. and Laura Schumann	\$10,000.00	Dr. Herb Schumann Leadership Endowment for Student Teachers In Agriculture
12/1/2014	James B. and Elsie Bexley	\$7,000.00	James B. and Elsie M. Bexley Banking/Finance Scholarship Endowment; Bearkat Champions General Fund
12/1/2014	Randy D. and Trisha S. Pollard	\$10,014.00	Pollard Family Scholarship Endowment
12/2/2014	Liberty C. Pollard	\$5,100.00	Pollard Family Scholarship Endowment
12/4/2014	Sharon A. Lynch and Edwin S. Davis	\$5,000.00	Edwin S. Davis Public Administration Graduate Scholarship Endowment
12/5/2014	Eddene A. Smith	\$7,400.00	Steed A. Smith Memorial Scholarship; Alumni Life Member Endowment
12/11/2014	Wilfred O. Dietrich	\$5,000.00	Drs. Wilfred and Bobbie Dietrich Endowed Scholarship

Gifts-In-Kind

11/24/2014	Cutting Force Technologies, LLC	\$10,000.00	GIK Agricultural Sciences
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Explanations

An anonymous donor contributed \$5,000 to the Dr. Stanley F. Kelley Animal Science Scholarship Endowment. There is no letter in this report for this donor.

A second anonymous donor also contributed \$5,000 to the Dr. Stanley F. Kelley Animal Science Scholarship Endowment. There is no letter in this report for this donor.

Boulevard Realty gave \$5,000 to sponsor the 2014 Bearkats in Business reception.

Dow International Finance S.a.r.l provided \$5,000 for the Department of Accounting within the College of Business Administration.

The GHS Foundation has generously contributed \$24,000 to Smith-Hutson COBA Scholarships.

Mr. Daniel T. Barnes gave \$12,000 to the Dr. Sam Barnes Kaplan Review Scholarship in support of the Allied Health Program.

Mr. William P. Thomas generously added \$20,000 to the David and Grette Payne Music Scholarship and Enrichment Endowment.

Dr. Laverne Warner provided \$9,000 for a life endowed membership in the Alumni Association, and \$20,900 for the Dr. Laverne Warner Early Childhood Education Endowment. Additionally, Dr. Warner gave \$70 for the University Advancement Scholarship Luncheon.

Mr. and Mrs. Gerald S. Calvert contributed \$5,000 to the Jerry and Jan Calvert Physics Scholarship Endowment.

Total Convenience Marketing gave \$5,000 to sponsor the 2015 Bearkats in Business reception.

W & N Enterprises, LLC also provided \$5,000 to sponsor the 2015 Bearkats in Business reception.

Dr. Rolando del Carmen gave \$10,000 to establish a Charitable Gift Annuity. In addition, Dr. del Carmen gave \$35 for the University Advancement Scholarship Luncheon.

H.E. Butt Grocery Company (H-E-B) generously contributed \$50,000 to the African-American Friends of SHSU Scholarship Endowment. The scholarship provides support for students residing in Texas and majoring in any discipline.

Mr. and Mrs. Randy R. Stewart gave \$5,000 to the training program, \$1,500 for membership in the President's Circle, and \$1,400 to the football program.

Mr. and Mrs. Miles L. Schulze added \$5,000 to the Michael Schulze Endowment. This endowment provides assistance to students majoring in Criminal Justice.

The Tom and Donna Johnson Foundation provided \$5,000 for the 1964 National Championship Football Team Endowment.

Ms. Carolyn L. Faulk contributed \$10,000 in support of the football auction, and \$1,500 for membership in the President's Circle.

CenterPoint Energy gave \$5,000 for the Sam Houston-Austin Internship Program.

The Junior Service League added \$8,000 to the Huntsville Junior Service League Scholarship Endowment. This provides assistance to students who are graduates from Walker County high schools.

Mrs. Ellen P. Happe Phillips and Mr. Terry Phillips contributed \$5,000 to the Ellen Happe Phillips Scholarship Endowment Fund and \$2,500 to its corresponding scholarship fund. The scholarship assists students within the School of Music.

Mr. and Mrs. Walter L. Fitzgerald gave \$5,000 for a joint life endowed membership in the Alumni Association, \$2,500 to sponsor the 2015 Bearkats in Business reception, and \$1,500 for membership in the President's Circle.

Mr. Reuben C. Tamez provided \$5,000 to sponsor the 2015 Bearkats in Business reception.

The Shane Detwiler Foundation contributed \$5,000 to the Shane Detwiler Criminal Justice Scholarship Endowment and \$2,000 to its corresponding scholarship.

Mr. and Mrs. Joseph M. Weller gave \$10,000 to sponsor the 2015 Bearkats in Business reception.

Dr. and Mrs. Herbert B. Schumann added \$10,000 to the Dr. Herb Schumann Leadership Endowment for Student Teachers in Agriculture.

Dr. and Mrs. James B. Bexley provided \$5,000 for the James B. and Elsie M. Bexley Banking/Finance Scholarship Endowment, and \$2,000 for the Bearkat Champions General Fund.

Mr. and Mrs. Randy D. Pollard contributed \$10,014 to the Pollard Family Scholarship Endowment which provides scholarship assistance to students in any discipline.

Mrs. Liberty C. Pollard also provided a total of \$5,100 to the Pollard Family Scholarship Endowment.

Dr. Sharon A. Lynch and Dr. Edwin S. Davis added \$5,000 to the Edwin S. Davis Public Administration Graduate Scholarship Endowment.

Mrs. Eddene A. Smith gave \$7,000 to the Steed A. Smith Memorial Scholarship which provides assistance to students within the Department of Mathematics and Statistics. Additionally, Mrs. Smith gave \$400 for a life membership in the Alumni Association.

Mr. Wilfred O. Dietrich gave \$5,000 to the Drs. Wilfred and Bobbie Dietrich Endowment. This endowment provides financial assistance to students majoring in English, drama or speech.

Gifts-In-Kind

Cutting Force Technologies, LLC gave an in-kind contribution of a SinterStation 2000, Rapid Prototyping Machine valued at \$10,000 to the Department of Agricultural Sciences and Engineering Technology.

Sul Ross State University

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
10/6/2014	Mr. George Vaughan	\$5,000.00	Borderlands Research Institute Fund
10/6/2014	Cross Timbers Quail Inc.	\$5,000.00	Borderlands Research Institute Fund Desert Quail Program
10/30/2014	Mr. G. Brad Carter	\$10,000.00	Museum Advantage Fund
11/10/2014	South Texas Chapter of Quail Coalition Inc.	\$5,000.00	Borderlands Research Institute Fund Desert Quail Program
11/10/2014	Big Bend Ranch Rodeo	\$12,000.00	Sul Ross State University Big Bend Ranch Rodeo Scholarship Fund
11/12/2014	San Antonio Quail Coalition, Inc.	\$5,000.00	Borderlands Research Institute Fund Desert Quail Program
11/12/2014	Cinnabar Energy, Ltd.	\$5,000.00	Borderlands Research Institute Fund Desert Quail Program
11/20/2014	Dr. Berkley Craig III	\$10,000.00	Terry Arnold Memorial Scholarship Endowment
11/24/2014	Mr. Dan Allen Hughes, Jr.	\$99,500.00	Borderlands Research Institute Fund Mirador Project
11/24/2014	Houston Livestock Show and Rodeo	\$50,000.00	Borderlands Research Institute Fund Mentorship Program
11/25/2014	The William H. Pitt Foundation, Inc.	\$15,000.00	William H. Pitt/Charles Mallory Scholarship Fund
12/11/2014	Mr. Leo Dominguez	\$10,000.00	Elsa C. & Leo G. Dominguez Scholarship Endowment
12/11/2014	Mrs. Elane V. Scott and Ms. Richard Stephens	\$5,000.00	Theatre Summer Production
12/11/2014	Ms. Anne Strauss Calaway	\$10,000.00	Museum Advantage Fund
12/11/2014	The William H. Pitt Foundation, Inc.	\$15,000.00	Museum Advantage Fund
12/11/2014	Mr. John Martin 'Marty' Davis, Jr.	\$10,000.00	Museum Advantage Fund
12/15/2014	Dr. Ray Alvarez	\$5,000.00	Football Excellence Fund
12/15/2014	Ms. Joyce Wildenthal	\$25,000.00	Lora Bell Kunze Lockhart Endowment
12/16/2014	Mr. and Mrs. John Korbell	\$5,000.00	Museum Advantage Fund
12/19/2014	Lyssi & Eckel, Inc.	\$5,000.00	Borderlands Research Institute Fund Stewardship Program
12/19/2014	Mr. and Mrs. Wayne Thorp	\$50,000.00	Presidents Athletic Excellence Fund
12/19/2014	La Brasada Foundation	\$10,000.00	Museum Advantage Fund
12/21/2014	Ms. Genevieve L. Duncan	\$10,000.00	Genevieve Lykes Duncan Fund
12/23/2014	John and Maurine Cox Foundation	\$5,000.00	Borderlands Research Institute Stewardship Program
12/24/2014	Mr. and Mrs. Johnny Weisman	\$10,000.00	Museum Advantage Fund
12/26/2014	Quail Forever, San Antonio Chapter	\$25,000.00	Borderlands Research Institute Desert Quail Program
12/29/2014	New Society Fund	\$10,000.00	Genevieve Lykes Duncan Fund

Friends of the Center for Big Bend Studies

10/1/2014	Wayne and Joann Moore Charitable Foundation	\$100,000.00	Friends of the Center for Big Bend Studies
10/22/2014	The Brown Foundation, Inc.	\$150,000.00	Friends of the Center for Big Bend Studies

EXPLANATION

Sul Ross State University:

Mr. George Vaughan of San Antonio, TX donated \$5,000 to the Borderlands Research Institute Fund. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross

Cross Timbers Quail of Fort Worth, TX donated \$5,000 to the Borderlands Research Institute Desert Quail Program. The Desert Quail research project will enhance the knowledge of the Desert Quail population and habitats and is an important step in the vital preservation of these animals.

Mr. Brad Carter of Midland, TX donated \$10,000 to the Museum Membership Fund for their 'Lifetime' membership to the Museum of the Big Bend. This type of membership aides the Museum in its efforts to actively preserve, document and celebrate the rich history of the Big Bend Region.

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

Big Bend Ranch Rodeo, Mr. Gary Dunshee of Alpine, TX donated \$12,000 to the Big Bend Ranch Rodeo Academic Scholarship Fund in support of students involved in the Sul Ross Rodeo Program. This fund provides opportunities for students to continue their studies and participate in the rodeo program.

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

Cinnabar Energy, Ltd. Mr. Jeff Cook of Fort Worth, TX donated \$5,000 to the Borderlands Research Institute Desert Quail Program. The Desert Quail research project will enhance the knowledge of the Desert Quail population and habitats and is an important step in the vital preservation of these animals

Dr. Berkley Craig of Odessa, TX donated \$10,000 to the Terry Arnold Memorial Scholarship Endowment. This endowment will benefit students involved in the Rodeo Program at Sul Ross State University.

Mr. Dan Allen Hughes, Jr. of Beeville, TX donated \$99,500 to the Borderland Research Institute Mirador Project. This project will enhance the knowledge of white-tailed deer population management and effects to its habitat.

Houston Livestock Show and Rodeo of Houston, TX donated \$50,000 to the Borderland Research Institute Mentorship Program. This fund will benefit student mentors for the Borderland Research Institute.

The William H. Pitt Foundation, Inc. of Palm Beach, FL donated \$15,000 to the William H. Pitt/Charles Mallory Scholarship Fund for student scholarships. These scholarships will provide benefits to students at Sul Ross and will increase the opportunities available to them.

Mr. Leo Dominguez of Alpine, TX donated \$10,000 to establish the Elsa C. and Leo G. Dominguez Scholarship and Endowment Fund. This scholarship will benefit students from Marfa and Alpine, TX.

Elane V. Scott and Richard Stephens from Alpine, TX donated \$5,000 to the Theatre Summer Production. These funds will contribute to providing theatre productions while helping students pursue a degree in Theatre.

Ms. Anne Calaway donated \$10,000 to the Museum Operations Campaign 2012 in support of the Museum of the Big Bend's 10 for 10 fund raising campaign. This campaign encourages supporters to be 'counted in' to 'Tell the Story' for another 10 years and will enable the museum to continue to preserve an important part of our Texas heritage for future generations.

The William H. Pitt Foundation, Inc. of Palm Beach, FL donated \$15,000 to the Museum Advantage Fund to support the funding for educational and preservation programs for the Museum of the Big Bend.

Dr. Ray Alvarez of San Antonio, TX donated \$5,000 to the Football Excellence Fund to support the Sul Ross State University Athletic Department

Ms. Joyce Wildenthal of Okemos, MI donated \$25,000 to establish the Lora Bell Kunze Lockhart Scholarship and Endowment Fund. This endowment will benefit students majoring Biology.

Mr. and Mrs. John Korbell of San Antonio, TX donated \$ 10,000 to the Museum Advantage Fund to support the funding for educational programs for the Museum of the Big Bend.

Lyssi & Eckel, Inc. of Poth, TX donated \$5,000 to the Borderlands Research Institute Stewardship Program to help with the Borderlands operating costs. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross.

Ms. Jennifer Thorp of Mertzon, TX donated \$50,000 to the President's Athletic Excellence Fund to support the Sul Ross State University Athletic Department.

La Brasada Foundation, Mr. and Mrs. James L. Donnell of Fowlerton TX donated \$10,000 to the Museum Advantage Fund to support the funding for educational and preservation programs for the Museum of the Big Bend.

Ms. Genevieve L. Duncan of Austin, TX donated \$10,000 to the Genevieve Lykes Duncan Fund. This fund supports archaeological investigations and other aspects 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 John and Maurine Cox Foundation of Midland, TX donated \$5,000 to the Borderlands Research Institute Stewardship Program to help with the Borderlands operating costs. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross.

Mr. and Mrs. Johnny Weisman of New Braunfels, TX donated \$10,000 to the Museum Advantage Fund to support the funding for educational and preservation programs for the Museum of the Big Bend.

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

Ms. Genevieve L. Duncan of Austin, TX donated \$10,000 to the Genevieve Lykes Duncan Fund. This fund supports archaeological investigations and other aspects 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 New Society Fund of Tesuque, NM donated \$10,000 to the Genevieve Lykes Duncan Fund. This fund supports archaeological investigations and other aspects 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.

Friends of the Center for Big Bend Studies:

The Wayne and Joann Moore Charitable Foundation of Midland, TX donated \$100,000 to the Friends of the Center for Big Bend Studies. These funds support the Trans Pecos Archaeological Program and other programs of the Center for Big Bend Studies aimed at recovering and preserving significant data in archaeological and historical resources in the Trans Pecos and Big Bend areas.

The Brown Foundation, Inc., Mr. Herman L. Stude of Houston, TX donated \$150,000 to the Friends of the Center for Big Bend Studies. These funds support the Trans Pecos Archaeological Program and other programs of the Center for Big Bend Studies aimed at recovering and preserving significant data in archaeological and historical resources in the Trans Pecos and Big Bend areas.

Texas State University

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

<u>Date(s) of Gift</u>	<u>Gift Amount</u>	<u>Beneficiary(ies)</u>
9/11/2014	\$5,000	College of Fine Arts and Communication—Scholarship in Theatre and Dance
9/15/2014	\$7,000	Department of Athletics—Athletic Club Seat Donations and Bobcat Club Annual Fund
9/16/2014	\$10,000	McCoy College of Business Administration—Professional Selling Partners' Program
9/16/2014	\$8,000	McCoy College of Business Administration—Enactus and Professional Selling Partners' Program
9/16/2014	\$50,000	Department of Athletics—Football Locker Room Project Donations
9/16/2014	\$120,896	College of Health Professions—Long Term Care Administration Certificate Program – Research
9/16/2014	\$15,000	McCoy College of Business Administration—USAA Student Development Fund
9/19/2014	\$5,000	College of Science and Engineering—Computer Science Department
9/23/2014	\$25,000	College of Liberal Arts—Legett Foundation
9/23/2014	\$25,000	College of Liberal Arts—Community Foundation of Abilene
9/24/2014	\$25,000	Office of the Provost and Vice President for Academic Affairs—Academic Pillar Account – Center for P-16 Initiatives
9/29/2014	\$8,000	Department of Athletics—Bobcat Club Annual Fund and Athletic Club Seat Donations
9/29/2014	\$50,000	Department of Athletics—Golf Practice Facility
9/29/2014	\$7,000	College of Science and Engineering—Computer Science Department; McCoy College of Business Administration—CIS and Quantitative Methods
10/8/2014	\$50,000	College of Science and Engineering—Concrete Industry Management (CIM) Program Support
10/8/2014	\$25,000	Division of University Advancement—Maroon and Gold Annual Fund

10/8/2014	\$125,000	Division of University Advancement—Alumni Association Freshman Initiative Scholarship, Family Association, Alumni Association, and Retired Faculty and Staff Association; Division of Student Affairs—Dean of Students Office, Student Organizations Office, and Campus Recreation; Office of the Provost and Vice President for Academic Affairs—UFCU Music Scholarship and New and Existing Faculty
10/13/2014	\$5,000	Department of Athletics—Athletic Suite Donations
10/13/2014	\$5,352	Department of Athletics—Women’s Golf - Restricted
10/16/2014	\$10,000	McCoy College of Business Administration—Professional Selling Partners’ Program
10/17/2014	\$5,000	Division of Information Technology—Simmons Library Collection Acquisition
10/17/2014	\$10,500	McCoy College of Business Administration—Advisory Council and Professional Selling Partners’ Program
10/17/2014	\$15,000	Division of Information Technology—Library Book Fund
10/28/2014	\$5,000	College of Liberal Arts—Grosvenor Center for Geographic Education
10/31/2014	\$14,000	Department of Athletics—Strutters’ Gallery Bricks and Mortar
11/3/2014	\$5,000	College of Education—Tomas Rivera Book Award Fund
11/3/2014	\$100,000	Office of the Provost and Vice President for Academic Affairs—STAR Park Energy and H2O Tech Research
11/3/2014	\$210,000	College of Liberal Arts—Gault School Archaeology Project
11/3/2014	\$5,000	McCoy College of Business Administration—Professional Selling Partners’ Program
11/6/2014	\$25,200	College of Applied Arts—Houston Livestock Grant
11/7/2014	\$50,000	College of Liberal Arts—Katherine A. Porter Operating
11/7/2014	\$5,000	McCoy College of Business Administration—Professional Selling Partners’ Program

11/14/2014	\$10,000	Department of Athletics—Women's Golf - Restricted
11/14/2014	\$5,000	Department of Athletics—Men's Basketball
11/14/2014	\$10,000	Department of Athletics—Athletic Suite Donations
11/14/2014	\$10,000	Department of Athletics—Women's Golf - Restricted
11/14/2014	\$5,000	Division of Information Technology—Simmons Library Collection Acquisition
11/17/2014	\$5,000	College of Science and Engineering—Metalcasting and Metallurgy Research Fund
11/19/2014	\$10,000	College of Fine Arts and Communication—Theatre Excellence Fund, Texas State Friends of Fine Arts Endowment, and Fine Arts Excellence Fund Scholarship
11/20/2014	\$25,000	College of Liberal Arts—Meso-American Archeological Research Fund
11/26/2014	\$5,000	Division of Information Technology—Wittliff Tomorrow Fund
TOTAL:	<u>\$1,115,948.00</u>	

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

<u>Date(s) of Gift</u>	<u>Gift Amount</u>	<u>Beneficiary(ies)</u>
TOTAL:	<u>\$0.00</u>	

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

<u>Date(s) of Gift</u>	<u>Gift Amount</u>	<u>Beneficiary(ies)</u>
9/11/2014	\$50,000	College of Science and Engineering—Sarah and Ernest Butler Endowed Scholarship in Mathworks
9/19/2014	\$67,000	Division of University Advancement—The Mack and Dixie Pruitt Endowed Memorial Scholarship
10/9/2014	\$7,000	College of Fine Arts and Communication—Birk Music Scholarship Fund

10/9/2014	\$100,000	Division of Information Technology—Wittliff Tomorrow Fund - DF
10/23/2014	\$10,000	Department of Athletics—Stricklin Family Endowed Scholarship in Athletics
10/23/2014	\$8,000	College of Fine Arts and Communication—Communication Studies Graduate Scholarship
10/23/2014	\$100,000	College of Science and Engineering—Kodosky Foundation Mathworks Endowment
10/23/2014	\$5,000	College of Liberal Arts—Andre T. Booker Memorial Endowment
11/7/2014	\$5,000	Office of the President—President's Excellence Fund
11/7/2014	\$6,000	Office of the Provost and Vice President for Academic Affairs—Athena Scholarship for Women
11/7/2014	\$10,000	Office of the President—President's Excellence Fund
11/7/2014	\$5,000	College of Applied Arts—Marshall Littleton Memorial Scholarship
11/7/2014	\$8,000	Division of Student Affairs—Texas State Water Ski Team Scholarship
11/7/2014	\$250,000	Office of the Provost and Vice President for Academic Affairs—Kathie and Ed Cox, Jr. Conservation Leadership Book Series Endowment
11/20/2014	\$5,000	Office of the President—President's Excellence Fund
TOTAL:	<u>\$636,000.00</u>	

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

<u>Date(s) of Gift</u>	<u>Gift Amount</u>	<u>Beneficiary(ies)</u>
11/7/2014	\$5,000	McCoy College of Business Administration—Dennis L. and Denise T. Smart Endowed Scholarship
TOTAL:	<u>\$5,000.00</u>	

Explanation

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

- An alumnus and spouse in Rosenberg, Texas, donated \$5,000 to the Scholarship in Theatre and Dance account in the College of Fine Arts and Communication.
- An alumnus in Manitou Springs, Colorado, donated \$7,000 to the Athletic Club Seat Donations account and the Bobcat Club Annual Fund account in the Department of Athletics.
- A corporation in Austin, Texas, donated \$10,000 to the Professional Selling Partners' Program in the McCoy College of Business Administration.
- A corporation in Franklin, Tennessee, donated \$8,000 to the Enactus account and the Professional Selling Partners' Program account in the McCoy College of Business Administration.
- A corporation in Incline Village, Nevada, donated \$50,000 to the Football Locker Room Project Donations account in the Department of Athletics.
- A foundation in Dallas, Texas, donated \$120,896 to the Long Term Care Administration Certificate Program – Research account in the College of Health Professions.
- A corporation in San Antonio, Texas, donated \$15,000 to the USAA Student Development Fund account in the McCoy College of Business Administration.
- A corporation in San Antonio, Texas, donated \$5,000 to the Computer Science Department account in the College of Science and Engineering.
- A foundation in Abilene, Texas, donated \$25,000 to the Legett Foundation discretionary fund account in the College of Liberal Arts.
- A foundation in Abilene, Texas, donated \$25,000 to the Community Foundation of Abilene account in the College of Liberal Arts.
- An organization in Boston, Massachusetts, donated \$25,000 to the Academic Pillar Account – Center for P-16 Initiatives account in the Office of the Provost and Vice President for Academic Affairs.
- An alumni couple in Austin, Texas, donated \$8,000 to the Bobcat Club Annual Fund account and Athletic Club Seat Donations account in the Department of Athletics.
- An alumnus and spouse in Victoria, Texas, donated \$50,000 to the Golf Practice Facility account in the Department of Athletics.
- A corporation in Irving, Texas, donated \$7,000 to the Computer Science Department account in the College of Science and Engineering and the CIS and Quantitative Methods account in the McCoy College of Business Administration.
- An organization in Ponte Vedra Beach, Florida, donated \$50,000 to the Concrete Industry Management (CIM) Program Support account in the College of Science and Engineering.

- A foundation in Houston, Texas, donated \$25,000 to the Maroon and Gold Annual Fund account in the Division of University Advancement.
- A corporation in Austin, Texas, donated \$125,000 to the Alumni Association Freshman Initiative Scholarship account, the Family Association account, the Alumni Association account, and the Retired Faculty and Staff Association account in the Division of University Advancement; the Dean of Students Office account, the Student Organizations Office account, and the Campus Recreation account in the Division of Student Affairs; and the UFCU Music Scholarship account and the New and Existing Faculty account in the Office of the Provost and Vice President for Academic Affairs.
- A corporation in Houston, Texas, donated \$5,000 to the Athletic Suite Donations account in the Department of Athletics.
- A corporation in Victoria, Texas, donated \$5,352 to the Women's Golf – Restricted account in the Department of Athletics.
- A corporation in Roseland, New Jersey, donated \$10,000 to the Professional Selling Partners' Program account in the McCoy College of Business Administration.
- A couple in Georgetown, Texas, donated \$5,000 to the Simmons Library Collection Acquisition account in the Division of Information Technology.
- A corporation in Houston, Texas, donated \$10,500 to the Advisory Council account and the Professional Selling Partners' Program account in the McCoy College of Business Administration.
- An organization in Austin, Texas, donated \$15,000 to the Library Book Fund account in the Division of Information Technology.
- An alumnus and spouse in Westlake Hills, Texas, donated \$5,000 to the Grosvenor Center for Geographic Education account in the College of Liberal Arts.
- An alumna in San Marcos, Texas, donated \$14,000 to the Strutters' Gallery Bricks and Mortar account in the Department of Athletics.
- An individual in Riverside, California, donated \$5,000 to the Tomas Rivera Book Award Fund account in the College of Education.
- A foundation in Princeton, New Jersey, donated \$100,000 to the STAR Park Energy and H2O Tech Research account in the Office of the Provost and Vice President for Academic Affairs.
- An organization in San Marcos, Texas, donated \$210,000 to the Gault School Archaeology Project account in the College of Liberal Arts.
- A corporation in San Antonio, Texas, donated \$5,000 to the Professional Selling Partners' Program account in the McCoy College of Business Administration.
- An organization in Houston, Texas, donated \$25,200 to the Houston Livestock Grant account in the College of Applied Arts.

- A foundation in Buda, Texas, donated \$50,000 to the Katherine A. Porter Operating account in the College of Liberal Arts.
- A corporation in Adkins, Texas donated \$5,000 to the Professional Selling Partners' Program account in the McCoy College of Business Administration.
- A corporation in Houston, Texas, donated \$10,000 to the Women's Golf – Restricted account in the Department of Athletics.
- A couple in Kingsbury, Texas, donated \$5,000 to the Men's Basketball account in the Department of Athletics.
- A corporation in Houston, Texas, donated \$10,000 to the Athletic Suite Donations account in the Department of Athletics.
- A corporation in Victoria, Texas, donated \$10,000 to the Women's Golf – Restricted account in the Department of Athletics.
- An individual in Del Rio, Texas, donated \$5,000 to the Simmons Library Collection Acquisition account in the Division of Information Technology.
- A corporation in Irving, Texas, donated \$5,000 to the Metalcasting and Metallurgy Research Fund account in the College of Science and Engineering.
- A corporation in Minneapolis, Minnesota, donated \$10,000 to the Theatre Excellence Fund account, the Texas State Friends of Fine Arts Endowment account, and the Fine Arts Excellence Fund Scholarship account in the College of Fine Arts and Communication.
- An individual in Ormond Beach, Florida, donated \$25,000 to the Meso-American Archeological Research Fund account in the College of Liberal Arts.
- An individual in San Marcos, Texas, donated \$5,000 to the Wittliff Tomorrow Fund account in the Division of Information Technology.

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

- No gifts were made.

The following gifts of \$5,000 or more were made payable to the Texas State University Development Foundation. These gifts benefit scholarships, programs, or initiatives at Texas State University.

- A couple in Austin, Texas, donated \$50,000 to the Sarah and Ernest Butler Endowed Scholarship in Mathworks account in the College of Science and Engineering.
- A corporation in Buda, Texas, donated \$67,000 to the Mack and Dixie Pruitt Endowed Memorial Scholarship account in the Division of University Advancement.

- An alumna and spouse in Mason, Texas, donated \$7,000 to the Birk Music Scholarship Fund account in the College of Fine Arts and Communication.
- A foundation in West Lake Hills, Texas, donated \$100,000 to the Wittliff Tomorrow Fund – DF account in the Division of Information Technology.
- An alumni couple in Austin, Texas, donated \$10,000 to the Stricklin Family Endowed Scholarship in Athletics account in the Department of Athletics.
- A couple in Austin, Texas, donated \$8,000 to the Communication Studies Graduate Scholarship account in the College of Fine Arts and Communication.
- A foundation in Austin, Texas, donated \$100,000 to the Kodosky Foundation Mathworks Endowment account in the College of Science and Engineering.
- A foundation in Schertz, Texas, donated \$5,000 to the Andre T. Booker Memorial Endowment account in the College of Liberal Arts.
- An alumni couple in San Marcos, Texas, donated \$5,000 to the President's Excellence Fund account in the Office of the President.
- An alumna and spouse in Austin, Texas, donated \$6,000 to the Athena Scholarship for Women account in the Office of the Provost and Vice President for Academic Affairs.
- An alumni couple in Austin, Texas, donated \$10,000 to the President's Excellence Fund account in the Office of the President.
- An individual in New Braunfels, Texas, donated \$5,000 to the Marshall Littleton Memorial Scholarship account in the College of Applied Arts.
- An organization in Martindale, Texas, donated \$8,000 to the Texas State Waterski Team Scholarship account in the Division of Student Affairs.
- A couple in Athens, Texas, donated \$250,000 to the Kathie and Ed Cox, Jr. Conservation Leadership Book Series Endowment account in the Office of the Provost and Vice President for Academic Affairs.
- A foundation in Glen Rose, Texas, donated \$5,000 to the President's Excellence Fund account in the Office of the President.

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

- A couple in San Marcos, Texas, donated \$5,000 to the Dennis L. and Denise T. Smart Endowed Scholarship account in the McCoy College of Business Administration.

LAMAR INSTITUTE OF TECHNOLOGY

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
10/7/14	A.R. (Rhew) Dooley	\$8,000.00	LIT Foundation
10/9/14	Pamela K. Moore	\$5,000.00	LIT Foundation
10/23/14	Wayne Budwine	\$15,000.00	LIT Foundation and Scholarships
10/30/14	Signature Industrial Services LLC	\$15,000.00	LIT Foundation
12/4/14	Pamela K. Moore	\$5,000.00	LIT Foundation
12/18/14	Mac Shooting Supplies	\$5,000.00	LIT Foundation
1/12/15	Provost Umphrey Law Firm, LLP	\$15,000.00	LIT Foundation
1/21/15	GHS Foundation	\$61,000.00	Scholarships
1/21/15	Gene Graham Safety Foundation	\$13,000.00	Scholarships
1/28/15	ExxonMobil Corporation	\$20,000.00	LIT Foundation
Total:		<u>\$162,000.00</u>	

The following Gift-in-Kind valued at \$5,000 or more was made to Lamar Institute of Technology:

1/20/15	Third Coast Bank	\$52,100.00	Welding Program
Total:		<u>\$52,100.00</u>	

EXPLANATIONS

\$8,000 was received October 7, 2014 from Rhew Dooley for the Pete Shelton Endowment benefitting students in the regional fire academy, regional police academy and emergency medical services programs.

\$5,000 was received October 9, 2014 from Pamela K. Moore for the Geer Memorial Scholarship Endowment benefitting students pursuing an associate degree in any technology program. Preference is given to individuals who have served in the military or a student in the welding program. Recipients must be a graduate of Vidor High School or have been a resident of Vidor, Texas for at least 5 years.

\$15,000 was received October 23, 2014 from Wayne Budwine. \$5,000 was for the benefit of utility line scholarships for the Fall 2014 semester. \$15,000 is for the W.J. Budwine and M. Wayne Budwine Scholarship Endowment benefitting students in the welding, process operating, instrumentation, utility line, and heating, ventilation and air conditioning technology programs.

\$15,000 was received October 30, 2014 from Signature Industrial Services for the benefit of the 2014 LIT Shoot-Out event and its endowment which provides scholarships to students in all educational programs.

\$5,000 was received December 12, 2014 from Pamela K. Moore for the Geer Memorial Scholarship Endowment benefitting students pursuing an associate degree in any technology program. Preference is given to individuals who have served in the military or a student in the welding program. Recipients must be a graduate of Vidor High School or have been a resident of Vidor, Texas for at least 5 years.

\$5,000 was received December 18, 2015 from Jean and Gus McFaddin, Mac Shooting Supply for the benefit of the 2015 LIT Shoot-Out event and its endowment which provides scholarships to students in all educational programs.

\$15,000 was received January 12, 2015 from Provost Umphrey Law Firm, LLP for the benefit of the 2015 LIT Shoot-Out event and its endowment which provides scholarships to students in all educational programs.

\$61,000 was received January 21, 2015 from GHS Foundation for the Smith-Hutson Scholarship program benefitting sixteen students enrolled in accounting technology, business management development, welding, radiology, sonography, process operating, child care and development, occupational health and safety, computer networking, computer drafting and industrial mechanics technology.

\$13,000 was received from Gene Graham Safety Foundation for the Utility Line Technology scholarships.

\$20,000 was received January 28, 2015 from ExxonMobil Corporation for the benefit of the 2015 LIT Shoot-Out event and its endowment which provides scholarships to students in all educational programs.

\$52,100 in welding supplies were received January 20, 2015 from Third Coast Bank for the benefit of the Welding Technology program.

LAMAR STATE COLLEGE-PORT ARTHUR

PORT ARTHUR HIGHER EDUCATION FOUNDATION

The following gifts of \$5,000 or more were made payable to the Port Arthur Higher Education Foundation.

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
10/6/2014	Chevron Phillips Chemical Company	\$14,067	Port Arthur Industrial Group Scholarship
11/17/2014	Southeast Texas Plant Managers' Forum	\$35,000	Port Arthur Industrial Group Co-Enrollment Program
	TOTAL	\$49,067	

EXPLANATION

The following gifts of \$5,000 or more were made to the Port Arthur Higher Education Foundation.

Chevron Phillips Chemical Company gave \$14,067 to the Port Arthur Industrial Group Scholarship.

Southeast Texas Plant Managers' Forum gave \$35,000 to the Port Arthur Industrial Group Co-Enrollment Program.



LAMAR UNIVERSITY

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

President's Briefing
for the Board of Regents
February 2015

RETENTION & RECRUITMENT: Following another successful fall semester and winter mini-session, spring 2015 enrollment appears solid and, by census date (20th day) should include very healthy numbers, perhaps record numbers, in both headcount and semester credit hours. Especially pleasing are the explosive growth in graduate engineering; sustained enrollment in the online graduate education programs; record-setting doctoral enrollment; innovative online partnerships with Microsoft and Online Learning Consortium (formerly, Sloan-C); and continued improvements in student quality. Lamar's new recruitment initiative in the south Houston market has gained traction leading to optimistic predictions for fall 2015 enrollment. Lamar's integrated retention efforts (strategic enrollment management, Undergraduate Advising Center, LMAR 1101, student support services, etc.) continue to play important roles in improving performance metrics.

UNIVERSITY ADVANCEMENT: Lamar University has selected the following four graduates to be recognized as Distinguished Alumni on February 27, 2015:

David E. Bernsen, '73 is a trial attorney who has represented clients in multiple types of litigation for nearly 40 years. He is the founder of The Bernsen Law Firm and became the first Southeast Texan and first Lamar graduate to serve on the Texas Highway Commission, including service as Chairman from 1993-95. Bernsen earned a bachelor's degree in management from Lamar in 1973. From 1999-2003, he served in the Texas Senate—the first LU graduate to do so—representing District 4. He was named "Legislator of the Year" by *Keep Texas Beautiful* and the *Sierra Club*. Bernsen was also selected to the Cardinal Hall of Honor in 1984, the first baseball player so honored. He is the founder of the Lamar University Baseball Players Association and has been named *Citizen of the Year* by the City of Beaumont, the Neches River Festival, and the Bolivar Peninsula Chamber of Commerce.

Sandra French Clark, '76 is an attorney in Beaumont and Houston, as well as a shareholder and member of the Management Committee of Mehaffy-Weber, P.C. She earned a master's degree in English from Lamar in 1976. She has been recognized by her peers in *Best Lawyers in America* for the last 15 years and by Texas Monthly Magazine as a *Super Lawyer* for ten consecutive years. Clark was named a *Top 50 Female Super Lawyer* in the State of Texas and in the *Top 100 Attorneys* in the Houston area. She received the President's Citation from the State Bar of Texas, and serves on the Lamar University Foundation Board, the advisory council for Fine Arts and Communication, and the Lamar University Friends of the Arts. Clark endowed the Sandra French Clark Scholarship in Choral Music at Lamar and serves as a member of the Federation of Defense and Corporate Counsel and the DuPont Legal Leadership Council.

George A. Dishman, Jr., '49 is a lifelong resident of Beaumont with deep ties to the community and to Lamar University. He graduated from Lamar in 1949 with an associate of arts degree. In 1952 he married JoAnne (Judy). Dishman served as a 1st Lieutenant in the Air Force, stationed in Wiesbaden, Germany and he co-founded Prudential Drilling Co. where he served as president from 1976 until 1980. He has served on the board of directors for First Security National Bank,

InterFirst Bank Houston, Port Neches Bancshares, and Community Bank. Moreover, he was a 25-year board member of Conn Appliances Inc. Dishman was elected to the Beaumont City Council for a two-year term in 1972, and was appointed to the Lamar University Board of Regents in 1982 for a six-year term. In recognition of his generous contribution to the Lamar's nursing department, the TSUS Regents voted to name it the JoAnne Gay Dishman Department of Nursing.

Roosevelt Petry Jr., '82, '96, earned an associate's degree in drafting and a bachelor's degree in industrial technology from Lamar University. A few years after his graduation, he founded GP Industrial Contractors Inc., a company specializing in building refineries and petrochemical plants. The company's services include piping, steel fabrication, engineering, project management, CADD, field services, maintenance, janitorial, hole watch/fire watch, warehousing, labor and carpentry. He has taught AutoCAD, surveying and drafting as a Lamar instructor and received the *Top 50 Black Professionals & Entrepreneurs Award* from d-mars Business Journal. Petry also received the *Outstanding Texan Award* from the Texas Legislative Black Caucus and the *President's Award* from the Lamar State College-Port Arthur. He has been honored by the State of Texas House of Representatives in recognition of his many contributions to local communities and serves his community on numerous boards, committees, and commissions. He hosts the *Roosevelt Petry Jr. Business Hour* radio program on KSAP 107.1.

PROGRAM DEVELOPMENTS: Dr. Tim Roden, associate professor of Computer Science, is first author on the paper, *Development of a Smart Insole Tracking System for Physical Therapy and Athletics*. Dr. Roden worked with a Texas industry partner, Medhab LLC, over a two-year period to develop the new system, components of which are the subject of several patents. Roden presented this research recently in Greece at an international conference devoted to *Pervasive Technologies Related to Assistive Environments*.

Ms. Samantha Moody, a Speech & Hearing Sciences senior and McNair Scholar from Smithville, has been awarded the prestigious, Congressionally-funded, and U.S. Department of State-sponsored *Benjamin A. Gilman International Scholarship* to study for three months this spring at The School for International Training at Yunnan Nationalities University in China. This award is given to only about 50 students nationwide each year. Her research involves the complex and varied challenges and opportunities faced by China's ethnic minority groups. Ms. Moody's mentor is Dr. Monica Harn, Associate Professor and Chair of the Department of Speech & Hearing Sciences.

The Lamar University Math Clinic and its founder Dr. Kumer Das, associate professor of Mathematics and director of Undergraduate Research, recently received the Beaumont Independent School District Community *Champion Award*. The LU Math Clinic is a free math help center for K-12 students. University faculty and students from Lamar, local middle and elementary schools, as well as Beaumont community members serve as volunteer tutors. The Clinic offers its assistance each Wednesday at one of the city's libraries, and provides math support to about 50 students each session. So far, more than 600 students have received tutoring as a part of this initiative.

In its latest *College Salary Report*, PayScale rated the top 87 universities in the U.S. with respect to the *Best Schools by Salary for Engineering Majors*. Lamar University was ranked second, just behind Rice and ahead of UC Berkeley, Virginia, Vanderbilt, Northwestern, MIT, and Cal Tech.

Lamar University was recently ranked 49th out of 539 universities with respect to its Social Mobility Index (SMI), behind UC Berkeley, Arizona State, and Florida, and ahead of Georgia,

North Carolina, and TAMU. These rankings are meant to highlight schools that do the best job of helping disadvantaged students graduate with the ability to start a career free of crushing levels of debt. Five criteria determine the SMI rankings: tuition, percentage of the student body from low-income households, graduation rate, salaries of graduates once they start working, and the size of each school's endowment. The focus is to comparatively assess the role of higher education in providing a conduit for economic and social advancement and to measure the extent to which colleges and universities contribute to solving the problems of economic inequality in the U.S. Data were collected from the Integrated Postsecondary Education Data System, National Association of College and University Business Officers, and Payscale, Inc.

Four LU computer science students won prizes recently in a student research competition hosted by the Association for Computer Educators in Texas at its 50th Annual Conference in San Antonio. Juniors Timothy Holcombe of Lumberton and Alexander Strong of Beaumont earned 1st place honors for their presentation, *Programming is a SNAP! Increasing Knowledge and Interest in Computer Science*. Senior Cheri Lewis of Sour Lake won 3rd place with her poster, *A SAT-based Model Checking Technique for Safety Assertions Applicable to Modern Automotive Industry*. These three students, along with sophomore Hannah Leleux of Bridge City who worked with Holcombe and Strong on the research, are participants in Lamar's STAIRSTEP program, originally funded by the National Science Foundation. Program Director is Dr. Peggy Doerschuk, University Professor of Computer Science.

A team of LU Mechanical Engineering seniors – Marcus Salazar, from Fort Worth; Logan Bryant, from Bridge City; Chris Collins from Port Neches; and Grant Neal from Groves – recently took home awards in the 2014 Texas Space Grant Consortium Design Challenge. The team, one of ten participating, won first place in Oral Presentation and third place in both Top Design Team and Best Model. Team mentor was Dr. Ramesh Guduru, an assistant professor of Mechanical Engineering.

For the 1st time in Lamar history, the marching band (*The Showcase of Southeast Texas*) was invited to perform as the Exhibition Band at the Area F 6A UIL Marching Contest at the Galena Park ISD stadium before more than 10,000 high school marching band students. 6A is a new conference for high schools of 2,100 students or larger. Dr. Scott Deppe is the Director of Bands and Mr. Travis Fife is the Director of Percussion.

Lamar's Department of Computer Science was recently rated 9th by Computer Science Online in its *2015 Best Colleges for Online Computer Science Degrees*. The colleges and universities ranked "have stand-out online programs in computer science and related fields ... (and) offer generous cost structures, have award-winning faculty and offer student support services that make a difference." The scoring metrics used for rating the not-for-profit schools included online tuition cost, student-faculty ratio, 6-year graduation rate, percent of students receiving financial aid, and ABET accreditation. Other universities ranked in the top 15 included Arizona State, Minnesota, Memphis, Weber State, and George Mason.

CAPITAL IMPROVEMENTS: Package II bids were received on December 11, 2014 for the remaining construction of the Wayne A. Reaud Building. Pier drilling and placement are underway. Date for substantial completion is February 2, 2016.

Energy Conservation Project to North Plant - DMI-Decker Mechanical Contractor is replacing an existing 20 year-old chiller. Work began in October, 2014 for the Installation of a third Chiller--a 520 ton unit at the North Plant. This project is scheduled for completion in April of 2015.

Roof replacements for the Dishman Art Museum and the Student Setzer Center Building are 100% completed.

Center for Innovation and Commercialization: The facility is envisioned as 21,000 gross square feet. We are currently seeking an extension for the construction date as a result of cost escalation and a reduction in programming size.

Lamar University Sports: A women's softball field is under construction by ALLCO Construction. The project began in October, 2014 and the goal is to be substantially completed in time for the first game which is scheduled for March 6, 2015. The project is to be 100% Completed by May 15, 2015.

INFORMATION TECHNOLOGY:

Completed projects include: on campus firewall and router replacement; phase I of the campus wireless upgrade project; upgrade on the central authentication system (CAS); Shibboleth authentication implementation; integration of Blackboard and Banner student enrollments; Health Center System migration; and completion of scholarship management portal (AcademicWorks).

New projects chartered during the past quarter include virtual computer labs; and a the replacement of our security camera system. **Current projects** include: Phase II of Campus Wireless Network upgrade; Phase II of the SciQuest eProcurement solution; Active Directory upgrade; implementation of credit card processing through Touchnet Marketplace and Cashiering; Disaster Recovery Site (TxState) firewall and router upgrade; and security and system management policy development. **Upcoming projects** include: expansion of Xtender document imaging system; Parking System upgrade; and email/collaboration solution evaluation.



SAM HOUSTON STATE UNIVERSITY

President's Briefing for the TSUS Board of Regents February 2015

RECRUITMENT AND RETENTION

Health Sciences Campus – After evaluating and analyzing the critical need for highly-skilled health professionals in the region and working with consultants to determine the feasibility for such a program, Sam Houston State University is exploring the development of a Health Sciences Campus in Montgomery County. The campus will be the site of an integrated academic facility to house those programs which will be dedicated to the education of primary health care and population health professionals. To move forward, the university will need all necessary approvals from the Texas State University System Board of Regents and the Texas Higher Education Coordinating Board. Construction of a facility is contingent upon the university having all funding in place, which is expected to come from private sources and community partnerships. In addition to the degree programs in primary care, a School of Osteopathic Medicine is under consideration. Portions of the Montgomery and North Harris Counties have been designated a medically-underserved areas. According to recent data, the region will need more than 5,700 primary care physicians and 15,000 nurses by 2025.

SHSU Jazz Ensemble – The Sam Houston State University Jazz Ensemble traveled to Chicago as one of only two college jazz bands to win a performance spot at the 68th Annual Midwest Clinic International Band Convention in December. They were selected to be the first evening jazz performance. The 68th Annual Midwest Clinic is one of the most prestigious music conventions in the world. It includes clinics and performances by leading professionals and amateurs in the fields of wind band, jazz, and chamber music.

INSTITUTIONAL DEVELOPMENT

Following 2013-2014's all-time record year of \$12.6 million in philanthropic support, the university is on its way toward a new record with gift receipts of nearly \$6 million, including a generous \$4.7 million contribution to the Sam Houston University Foundation for the Smith-Hutson Scholarship program. Total donors and gifts are running ahead of last year at the same time, with more than 4,400 individuals making nearly 6,700 gifts.

Planning and work are underway for a comprehensive gifts campaign, which is expected to publicly launch in a year to eighteen months. Campaign Counsel, Dini Spheris, is providing support to the development staff in the identification of prospective lead donors and creating strategies to enlist their involvement.

In support of the campaign, the advancement services department has employed an additional researcher and is upgrading software to support development staff in contacting and soliciting major gift prospects.



SAM HOUSTON STATE UNIVERSITY

The alumni membership base is at the 11,000 mark. From September through November, the Alumni Association has secured more than 100 new Life Members, bringing the total number of Life Members to almost 2,600. The alumni program already has held 88 meetings and events that involved nearly 8,500 alumni and other friends.

Marketing & Communication (MarCom) has had more than 3,600 media placements for the university since September 1, 2014. Total Facebook Likes are over 61,000 and the university has 13,300 Twitter followers.

Visitors to the Sam Houston Memorial Museum have already topped the 9,600 mark. And, the museum's Walker Education Center has held 70 meetings and events through November with more than 3,300 participants.

CAPITAL IMPROVEMENTS

Phase I of the fourth floor of The Woodlands Center is complete. The floor plan includes skills labs, simulation lab and faculty offices in support of the growing nursing program. The classrooms were ready for occupancy at the start of the spring semester.

The Charles W. Tackett Renovation and Expansion is complete. The Parking and Transportation Department was relocated to previously vacated offices and existing University Police Department facilities have been completely renovated.

The South Residential District Parking and Associated Infrastructure is approximately 50% complete. Phase I is complete, and roughly half of the parking lot is available for use.

CAMPUS SPECIFIC ITEMS

Bearkats In FCS Semifinals – Sam Houston State University has advanced to the FCS semifinals for the third time in four years and the fourth time in program history. With this year's FCS appearance, Sam Houston becomes only the second team in Southland Conference history to earn four consecutive playoff berths. Sam Houston holds the Southland Conference's top FCS playoff record with a 13-7 mark in postseason play. This year marks Sam Houston's eighth playoff appearance after berths in 1986, 1991, 2001, 2004, 2011, 2012 and 2013. The Bearkats reached the NCAA National Championship game in Frisco in 2011 and 2012 and reached the second round in 2013.

Museum Receives National Accreditation - The Sam Houston Memorial Museum has been awarded the highest honor a museum can receive—accreditation by the American Alliance of Museums (AAM). AAM accreditation brings national recognition to a museum for its commitment to excellence, accountability, high professional standards, and continued institutional improvement. Of the nation's nearly 35,000 museums, only approximately 1,000, or 3 percent, are currently accredited. Accreditation is a rigorous process that examines all aspects of a museum's operations. The AAM was particularly complimentary to the Sam Houston



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Memorial Museum on its use of social media and how the communication tool had been adapted and utilized by the museum staff. The museum is also known for its unique exhibits, its association with the General Sam Houston Folk Festival, and its educational programs that include live demonstrations and an art and history camp. Founded in 1936 during the Texas Centennial Celebration, the museum is dedicated to the life and times of General Sam Houston.



SUL ROSS STATE UNIVERSITY
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™



President's Briefing for the Board of Regents
February 2015

Retention and Recruitment

Spring 2015 continues to trend positively with 6% increase over spring 2014 and showing a 5% increase over spring 2013. The total credit hours are currently showing a 7% increase over Spring 2014. At this time, fall 2015 admissions for FTIC show a 36% increase over this same time last year. For the upcoming fall 2015 semester, the university is refocusing efforts on converting applicants to admits and increasing enrollment yield rather than increase overall applicant pool as we have done the two previous fall semesters. The applicant pool has increased over 22% since fall 2011 with a 56% conversion rate and 34% yield rate. Sul Ross's goal is to increase conversion and yield by 5% and gain momentum within the current applicant pool. Both graduates and transfers remain approximately the same, but it should be remembered that these groups are traditionally later applicants.

Retention strategies such as the implementation of mandatory advisement for all students and a intake/split academic advisement model have resulted in 6% increase in retention for the fall 2013 cohort returning for the fall 2014 semester. A common template for degree plans were created and approved for all degree plans this past fall. This gives a better idea of what they lack to complete their degree. The university will be purchasing and implementing an online advising/degree audit tool called DegreeWorks with hopes of being available to students and advisors in fall 2015. This initiative is being developed and piloted with the newest Title V grant - El Camino del Lobo as Éxito (Lobo Road to Success) as the university embarks on creating a holistic student success center which will add to the success of the Lobo Den Advising Center that was successfully institutionalized this past fall semester. The past two freshman cohorts have been stronger due to strategic targeting and we hope to continue that trend with the fall 2015 cohort.

University Advancement

The University received gifts from individuals and foundations totaling \$788,255.50 for this last quarter of the fiscal year 2014, and continues to focus on strengthening alumni and major donor giving, as well as increased support from corporate and private foundations. We are currently involved in a search to replace the departing Director of Alumni Affairs.

Rio Grande College

Classes have begun at the new Castroville center. Enrollment, as expected, began small, but future growth is anticipated. The first 7 graduates of the Bachelor of Applied Science degree received their degrees at the December graduation. Total graduates from RGC were 89, 19 of them masters degrees. The PPOHA (Promoting Post baccalaureate Opportunities for Hispanic Americans) grant is in its first year of implementation and promises to increase graduate student enrollment through expanded graduate offerings and the implementation of a new emphasis in College Teaching. Students completing the degree will have credentials and expertise to teach college level courses. This will be an excellent addition to our strong partnership with Southwest Texas Junior College.

We have received several very nice scholarships during the fall semester from local banks and businesses. These community based scholarships will help connect local businesses with students. We also expanded our financial literacy classes to Del Rio and Eagle Pass. We first

implemented this in Uvalde. Three banks (one in each of the three primary communities) are providing this service at no fee to our students to help them understand net worth, pitfalls of over borrowing, and setting/following a personal budget. Finally, we received notice of the intent to establish an endowed scholarship by an alumnus.

Capital Improvements

Master plan initiatives scheduled for 2014 have been identified and structured as the Campus Access Phase I project. Architectural firm ARTchitecture (Indefinite Delivery Indefinite Quantity architect), has completed initial design of phase I. We are in the process of identifying a suitable contractor to begin the work. The campus Access I project will better join the east end of campus to the main campus utilizing landscaping, pedestrian paths/walkways, vehicular traffic surfaces incorporating way finding and student gathering sites. Total Project is \$ 1.1M. A number of in-house projects are underway including the construction of a new student outdoor basketball court north of Graves-Pierce, additional Geology storage at the vineyard location, preliminary design work on a motion capture lab facility, and preliminary design work to accommodate the new Title V grant in Lawrence Hall. Work continues at the President's residence with upgrades and maintenance projects as needed. Some initial insurance payments for damages related to the June 2014 hail storm have been received. We are in the process of identifying suitable vendors to address repairs. Other deferred maintenance projects scheduled for design include Swimming Pool repairs, Road and parking lot crack repairs, and Kokernot Lodge Refurbishment.

Information Technology

We are near the completion of the official launch of our new instructional technology center that we call "Area 207." This space gives faculty a place to learn what technology is available to them and allows them to learn and practice with that technology and decide what they want to use in the classroom or online.

The hardware for our Disaster Recovery project is in place and undergoing final configuration. The plan is to begin pushing institutional data to this hardware later in the semester.

We continue to look for a full-time replacement for our part-time Information Security Officer, who is retiring at the end of the month.

Institutional Development

IME BECAS – The Institute for Mexicans Abroad through the Consulate of México in Presidio, Texas has awarded SRSU scholarship funds to provide financial support for Mexican or Mexican-origin students for the 2014-2015 academic year. Total awarded: **\$21,000.**

The Center for Big Bend Studies continues to seek funding from a variety of sources for research and archaeological investigation of Late Paleoindian deposits at the Genevieve Lykes Duncan (GLD) site on the 02 Ranch, for development of a Rock Art Database for the region, and for the Trans-Pecos Archaeological Program (TAP) in general. The CBBS is wrapping up a long-term archaeological survey project in Big Bend National Park as a 800+ page manuscript nears completion. The CBBS remains actively engaged in archaeological research on various private ranches, especially Pinto Canyon Ranch and the 02 Ranch. At Pinto Canyon Ranch they continue to document clustered and scattered boulders containing unusual petroglyphs (pecked, scratched, or abraded images). Three or four different themes are represented, including renderings of nineteenth century brands, apparent handiwork of Historic Indians. On the 02 Ranch they continue with a block excavation at the 11,000-year-old GLD site. Their research

continues to place the site among the first in North America in regard to several technologies—the use of rock as thermal heating elements and ground stone for grinding plant materials. A recent collaboration with a UT-Austin anthropology professor who does plant phytolith and starch grain analyses promises to shed new light on what was being cooked in the thermal features at the site; this report should be completed in the very near future. A mostly intact 10,600-year-old oven is slated for excavation in the coming months. The CBBS continues down the path in construction of a searchable rock art database for the region, having made appreciable strides recently. A final round of in-house editing is underway for the seventh publication in the TAP series, “Middle Archaic People of Eastern Trans-Pecos Texas: Their Life and Times.” Also underway is the publication provisionally entitled “In the Rimrock’s Shadow: A History of Pinto Canyon and the Southern Sierra Viejas in the Big Bend of Texas.” In addition, through the CBBS’s Cultural Resources Management Program, the CBBS is conducting archaeological research for a private firm on property east of Alpine slated for a solar farm.

Recent CBBS grants and donations received:

\$28,720 received from individuals as donations

\$1,500 received from the City of Alpine for assistance with our annual conference

\$15,000 received from the Permian Basin Area Foundation

The Rio Grande Research Center has been invited to be a partner with the Bureau of Economic Geology at the University of Texas at Austin in establishing a Frontier Observatory for Research in Geothermal Energy (FORGE). This project proposal with the Department of Energy is poised to move in Phase 2, if selected. If successful, the project will afford students and faculty the opportunity to perform data acquisition and data analysis related to seismicity, investigate imprints of maximum geothermal temperature on the chemistry of water from local hot springs and conduct other field and cultural resource studies as requested.

The RGRC has proposed a project to the World Wildlife Fund to continue a geomorphology study in Terlingua Creek. This project involves data assessment and comparisons to previous surveys, along with assessing upstream site for possible restoration project viability.

The **Adelante Tejas project**, authorized through the Department of Education Title III part (f), is oriented on strengthening instruction in the sciences and provides a budget through September 30, 2016 dedicated to creating the best possible instructional environment in the sciences at our small (<2,000 enrollment), predominantly undergraduate-serving institution. The Adelante Tejas project focuses on introducing students to industry-standard scientific instrumentation and research experiences in preparation to be successful in their future academic and professional careers. It is a cooperative project with San Antonio College which will yield (at least) nine articulation agreements in STEM (Science, Technology, Engineering and Math) disciplines between SAC and Sul Ross specifically, and the Alamo Colleges in general. The five Alamo colleges enroll over 62,000 students, therefore the project bears potential to beneficially impact Sul Ross enrollment through increased transfer as a result of the articulation activities.

Borderlands Research Institute within the College of Agricultural and Natural Resource Sciences, provides land managers with the most current scientific information on the management of natural resources of the Chihuahuan Desert Borderlands.

Recent Proposals/Grants

- Dr. Ryan Luna is working on a proposal to Texas Parks and Wildlife Department that will fund a Ph.D. student to oversee existing quail research and create a quail monograph for the Trans-Pecos.
- Field studies and captures will follow last year's protocol and approximate timing on both whitetail (Mirador) and mule deer (101 and 9Pt) ranches.

- TPWD plans on a mule deer restoration effort in the southern Big Bend area on the Black Gap WMA and nearby private property; BRI plans on assisting in capture/translocation as well as the monitoring efforts to follow.

Proposals being finalized:

The Student Support Services program has been operating successfully at SRSU for approximately 10 years. This Department of Education program helps undergraduates with academic need who also are either low-income, first generation college students, or have a disability. Through targeted retention services, students are able to successfully achieve a bachelor's degree and beyond. The current grant competition will fund programs up to \$220,000.

Campus Specific Items

Dr. Quint Thurman has accepted a presidential position at the University of the Southwest in Hobbs, New Mexico. He will begin in the middle of February in his new role. Dr. Jim Case, SRSU Dean of Arts and Sciences, will fill the role of Executive Vice President and Provost and will assume his position on February 14, 2015.

The College of Agricultural and Natural Resource Sciences hosted its first Graduate Student Teaching Workshop, January 12, 2015. The workshop was developed and facilitated by Dr. Christopher M. Estep, Ph.D., Assistant Professor of Agricultural Education and Dr. Grady Roberts, Ph.D., Professor and Director of the Teaching Resource Center, Agricultural Education and Communication, University of Florida. The workshop is to help Sul Ross graduate students improve their teaching skills, and addressed principles and practices of effective teaching. Topics included basic learning theory, characteristics of effective teachers, developing learning objectives, planning for instruction and assessing student learning. The six hour workshop was attended by 20 graduate students and faculty from the College of ANRS. Future sessions will be open to the campus community.

Business Administration is currently preparing for their fall Graduate Program review. The Graduate faculty will evaluate and assess their program and also have an external reviewer prepare a report. The Department is currently conducting a tenure-track faculty search for an Accounting Professor to begin fall 2015.

Criminal Justice is currently preparing for their fall Graduate Program review. The Graduate faculty will evaluate and assess their program and also have an external reviewer prepare a report. The Department has hired Assistant Professor, Dr. Mark Rubin, as a new Cyber-Security Professor to begin fall 2015. The Department will begin offering courses in the new Master of Science degree in Homeland Security in January 2015. The Department will submit a proposal to offer a new undergraduate degree in Homeland Security and seek to change the name of their Department to "Homeland Security and Criminal Justice".

The Education Department is currently conducting a tenure-track faculty search for an Educational Leadership Professor to begin fall 2015. The Education Department has experienced the highest growth over the last few semesters with a University leading 610 total majors. The Education Department has regained full accreditation status from TEA by increasing their pass rates from 79% to 91% from a year ago. The Department will submit a proposal to offer a new Master of Education in School Psychology. The Master of Science degree in Health and Human Performance received full approval from SACS. This new program houses 31 new master's students.

Industrial Technology has increased its enrollment to 15 total majors from a year ago. The program has purchased a significant amount of new items from HEAF funding to replace unsafe and outdated equipment.

Nursing will collaborate with Midland College to offer the Bachelor of Science degree in Nursing (BSN) and Registered Nurse (RN) license. If approved by the Board of Regents and President, courses could be offered as early as fall 2015. This will eventually phase out the LVN program to be replaced by the BSN degree. This could potentially increase enrollment campus wide.

The Law Enforcement Academy is currently providing services to the community by providing "in service" training to law enforcement personnel. The next Law Enforcement Academy will take place May 2015.

The Small Business Development Center Director David Wilson will retire at the end of January 2015. Dave served Sul Ross State University for 26 years in different capacities, but most recently as Director for the SBDC. A search for a new Director is currently underway.

Sul Ross was put on restricted status by the NCAA for failure to meet sports sponsorship status. Women's Track and Field and Women's Cross Country events did not have the necessary participants last fall as prescribed by NCAA rules. Sul Ross had been put on a 5 year probation for this infraction in 2010. Butch Worley, VP for External Affairs, met with athletic director and coaching staff to put in place a plan for more female participation. Sul Ross has 6 Men's and 6 Women's sports and will be adding Women's soccer this spring. Sul Ross also obtained the services of The Compliance Group to serve as consultants for a strategy to prevent this in the future. Dr. Kibler met with ASC President's Council to ask for a waiver to allow for student-athletes to participate in post season play, but the ASC denied the request. It is anticipated that the SR Athletics Program will be taken off restricted status at the conclusion of this Spring Semester.



TEXAS STATE UNIVERSITY
President's Briefing
for the Board of Regents
February 19-20, 2015

PLANNING

The 2012-2017 University Plan underwent a two-year formal review. Academic and administrative units are currently in the process of revisiting their plans to assure alignment with the revised University Plan and to address unit initiatives that have been achieved, are no longer relevant, or should be added. Once unit plans are completed, divisional plans will be revisited. It is expected that all plans will be updated by the end of March 2015.

We continue our preparation for the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) Fifth-Year Interim Report. To clarify expectations and glean additional information, eight people from Texas State University attended the SACSCOC Annual Meeting in December 2014. Currently, preliminary narratives are being reviewed and edited. Policy and procedures statements and other documentation supporting the narratives are also being examined. Information Technology is providing support to convert documentation to an easily accessible, electronic format. The President's Cabinet and the Council of Academic Deans are being updated periodically on the progress.

RETENTION AND RECRUITMENT

As of January 26, 2015, our total spring enrollment reached a record 34,411 -- an increase of 1,287 students (+3.89 percent) over 2014. Undergraduate enrollment totaled 30,323 -- an increase of 1,325 students (+4.57 percent). Our total graduate enrollment was 4,088 -- a slight decrease of 38 students (-.92 percent) compared to last year. The outlook continues to be bright for this fall's freshman and transfer classes. As of January 26, 2015, we have received 21,191 freshman applications, an increase of 12.7 percent (+2,385 applications) over the prior year. Freshman acceptances now total 9,286, which is 21.8 percent (+1,660 acceptances) ahead of last year. A total of 1,405 transfer applications have been received thus far, which represents an increase of 10.5 percent (+133 students). Transfer acceptances are also up 84.6 percent (+264 acceptances) over last year.

CAPITAL IMPROVEMENTS

Projects in the Planning and Programming Phase:

Perry Dean Rogers Partners Architects completed the Albert B. Alkek Library Learning Commons Feasibility Study in May 2012. The Program effort for the Alkek Learning Commons is targeted to begin by January 2016. The current cost estimate of \$10.8 million was developed in November 2014, and is escalated to December 2017, and does not include \$7.8 million in add alternates. The new escalated amount accounts for construction costs that increased an average of 16 percent in calendar year 2014.

Harrison-Kornberg Architects completed the Albert B. Alkek Library Repository Feasibility Study in February 2013. The current cost estimate of \$15.21 million was developed in November 2014, and is escalated to September 2016, and includes \$402,650 in add alternates. Harrison Kornberg is preparing the program document for delivery by April 2015.

A Tuition Revenue Bond request for the Engineering and Science Building in the amount of \$107,012,293 is pending before the Legislature. The request was submitted in the summer 2014 and was based on an updated cost estimate provided by Facility Programming & Consulting. A revised, escalated cost estimate of \$134,065,000 was developed in November 2014 to account for construction costs that increased an average of 16 percent in calendar year 2014.

A Tuition Revenue Bond request for the Health Professions Building on the Round Rock Campus in the amount of \$67,583,621 is pending before the Legislature. The request reflects a total of 107,564 square feet (including a shelled space option in the Gross Anatomy Lab). A revised, escalated cost estimate of \$84,668,947 was developed in November 2014 to account for construction costs that increased an average of 16 percent in calendar year 2014.

The Hilltop Complex project includes the demolition of the existing residence halls, including Arnold, Burleson, Hornsby, and Smith, and construction of a new complex of residence halls with a total of 1,200 beds. The project is on the current CIP at a total project cost of \$147.9 million. The program effort by Facility Programming & Consulting got underway in November 2014, and should be completed by April 2015. Demolition is tentatively planned to commence in the summer of 2016.

The program for the Blanco Residence Hall Renovations, being prepared by Facility Programming & Consulting, got underway in November 2014, and should be completed by March 2015. As part of the programming effort, we will update the cost estimate and establish a plan for improvements including: upgrading the utility infrastructure and fire safety systems for the building; updating the restrooms to be compliant with ADA; making additional minor modifications to the bedrooms; upgrading the community living rooms; repairing/enhancing the exterior; and, improving the main entry area.

Retama Hall was constructed in 1956, and is in need of major building repairs and renovations as well as ADA modifications. The Renovation project is on the current CIP at a total project cost of \$9,026,200. The program effort by Facility Programming & Consulting got underway in November 2014, and should be completed by March 2015. As part of the programming effort, we will conduct a facility condition assessment and update the cost estimate.

The LBJ Student Center Renovation Study prepared by the firm, Page, is complete. The next steps include: determining the direction the University wishes to pursue regarding the renovation and expansion projects; and, formalizing an Architectural Program for a major renovation project and an expansion project.

The Strahan Expansion and Renovations project was amended as part of the CIP update in May 2014, following the feasibility study prepared by Moody Nolan in November 2013. A Program will be developed in 2015 based on the Feasibility Study options. A projected cost estimate of \$61,938,432 was developed in November 2014, and is escalated to November 2016, to account for construction costs that increased an average of 16 percent in calendar year 2014.

ARUP Consultants is under contract to assess the viability of a private-public partnership for the construction and operation of the Cogeneration Plant Gas Turbines project. In September 2014, ARUP Consultants was authorized to proceed with the next phase in the process and started drafting the Request for Qualifications (RFQ) and selection criteria. The next steps include: submitting the draft RFQ to the System Office for review and posting to the Electronic State Business Daily; receipt of qualification packages by early spring 2015; issuing the Request for Proposals to selected respondents by summer 2015; and selection of the successful respondent by fall 2015.

Projects in the Design Phase:

The Albert B. Alkek Library Renovations project includes the phased repairs and upgrades of mechanical, electrical, and information technology systems, and other infrastructure components. PBK Architects was selected as the AE and Vaughn Construction was selected as the CM@R and a design kickoff meeting was held on December 9, 2014. The Design Development (DD) documents will be submitted for Board approval in May 2015. Construction is to commence by spring 2016 and be completed by summer 2017. The current estimated total project cost of \$14 million was developed in November 2014, and is escalated to December 2015, and accounts for construction costs that increased an average of 16 percent in calendar year 2014.

The Joann Cole Mitte Renovations project includes the phased repairs, upgrades, and renovations of space at Joann Cole Mitte and Sabinal as developed in a program document prepared by Facility Programming & Consulting in September, 2014. LYM Architects was selected as the AE and Vaughn Construction was selected as the CM@R and a design kickoff meeting was held in October 2014. The DD documents will be submitted for Board approval in May 2015. Construction is to commence by summer

2015 and be completed by spring 2016. The current estimated total project cost of \$9.5 million was developed in November 2014, and is escalated to December 2015, and accounts for construction costs that increased an average of 16 percent in calendar year 2014.

The STAR One Expansion project program document for construction of a 16,000 square foot expansion was issued and updated in May 2014. Philo Wilke of Houston was selected as the architect and Hill & Wilkinson of Dallas was selected as the CM@R. The blended Schematic Design and DD draft was delivered in November 2014 with a target of obtaining DD approval at the February 2015 Board meeting. Construction activities are anticipated to begin by summer 2015 and Substantial Completion is anticipated to be in summer 2016.

Projects in the Construction Phase:

Construction of the Bobcat Trail Mall Redevelopment/Enhancement project by Flynn Construction as designed by TBG partners started in June 2014, and is to be completed in three phases. Phase one encompassing the Bobcat Trail Street area is anticipated to be complete by May 2015; Phase two encompassing the N. LBJ street area is anticipated to be complete by July 2015; and Phase three encompassing the Edward Gary Street area is anticipated to be complete by December 2015. Work activities in the next three months include: demolition of pavement on Bobcat Trail; road cuts at N. LBJ; installation of the storm water inlets at Bobcat Trail; finish material selection; CM@R bidding remaining line items; subcontractor bid proposals; and, submittal preparation and review by the CM@R.

Construction of the Bobcat Trail Utilities Upgrade project by Flynn Construction started in June 2014, and is to be completed in two phases. Phase one includes replacement and upgrades of underground utilities on North LBJ Street and on the west portion of Bobcat Trail. Phase two includes replacement and upgrades of underground utilities on the east portion of Bobcat Trail and on Edward Gary Street. Phase one was completed in January 2015 and Phase two is anticipated to be complete by June 2015. Construction is 35 percent complete and work activities in the next three months include: telecom and electrical vault installation; complete reclaimed water piping; complete electrical duct bank at Bobcat Trail; install new water lines and install storm water lines at Bobcat Trail and Edward Gary; commence backfilling and surface grading; and, final testing and acceptance of Phase 1.

Phase Two of the Electrical Infrastructure Upgrades work is underway including replacement of transformers, switches, and other deteriorated components of the electrical distribution system, electrical service upgrades at specific building locations, and associated repairs and upgrades in electrical manholes on campus. Power outages will be scheduled during breaks to minimize the disruption of services on campus. The overall project completion date is anticipated to be June 2016.

The Department of Housing and Residential Life Moore Street Housing project is a 190,947 square foot, 598-bed facility, consisting of two residence halls and a connecting community building. DD documents prepared by SHW architects were approved in April 2014 and SpawGlass as CM@R started the construction of the residence halls in August 2014. Construction is about 12 percent complete and work activities in the next three months include: site utility infrastructure installation; tower crane installation; parking lot completion; material mock-up panels assembled for review and approval; north wing structure formation and pouring of concrete; south wing structural work completion to level four; MEP rough-in; Community Building basement walls completion; and, installation of equipment in the central mechanical room.

The DD documents for the Jones Dining Hall Replacement and Renovation project were approved by the Board of Regents in August 2014. Pfluger Architects prepared the construction documents and Vaughn Construction commenced construction in December 2014. The project is scheduled to be completed by fall 2016. The construction fence is in place at the job site and at the staging yard at Comanche and Woods Streets. Work activities in the next three months include: interior and utility infrastructure demolition; removal of existing equipment; new kitchen equipment selection and bid proposals; CM@R bidding remaining line items; and, submittal preparation and review by the CM@R.

The Performing Arts Center Recital Hall and Theatre close-out report will be submitted to the System office by May 2015. We have submitted LEED certification documentation to the U. S. Green Building Council with final review pending. The Jaffe Holden report with recommendations to resolve the acoustic issues in the Recital Hall was received in January 2015.

The Roy F. Mitte Renovations project includes phased reconfiguration and renovations of several classrooms, offices, and other space. A Feasibility/Space Use Study was completed by Facility Programming and Consulting in June 2014. We obtained delegated authority from the Chancellor in June 2014, for execution of the 18 separate sub-projects included in this renovation project. The phased renovations started in summer 2014. The current status of construction is about 48 percent complete and work activities in the next three months include: lighting and card reader installations; painting; signage; furniture delivery and installation; and, design/planning of work to be accomplished during summer 2015.

We finalized the Program document for the STAR One laboratory finish-out of the remaining 6,700 gross square feet of shell space in May 2014. Since the total project cost is less than \$4 million, we obtained delegated authority from the Chancellor in July 2014 allowing Texas State to manage and administer this project. SpawGlass completed the design package and started construction of the finish-out spaces in December 2014 with occupancy anticipated in the summer of 2015. Construction is 70 percent complete and

work activities over the next three months include: continued installation of interior framing; in-wall installation of electrical components; insulation along perimeter and interior walls; sheetrock one side of walls; and, continued installation of ceiling framing and lighting.

Projects Completed:

The Comal building was occupied in July 2014, and a re-dedication event was held on October 1, 2014. Change orders to assess liquidated damages and re-coup costs to change out the door locks are being processed. The close-out report will be submitted to the System Office by March 2015.

Construction of the 578-bed Falls Sayers Residence Hall is complete and occupied. A dedication event was held on August 6, 2014. The Final Report is being prepared for submission to the System Office by February 2015.

INSTITUTIONAL DEVELOPMENT

During the past quarter, we have received one gift that added a new corporation to our Hero group, bringing the total number of Heroes to 37. A Hero is someone who contributes \$1 million or more to Texas State. Also during this time period, we have added 15 new Pillar Society members (donors of \$100,000 or more) bringing the total number of Pillar Society members to 161.

Our number of endowed scholarships continues to grow and we are putting more emphasis on growing our endowed Chairs and Professorships. The total dollars raised during this quarter was \$1,756,948.

Research and training grants over \$100,000 received since the last report were awards to the following principal investigators:

Recipient/Unit	Funding Source	Project Title	Purpose	Amount
Dr. Victoria Lyn Calder, Texas School Safety Center	Texas Education Agency	<i>Texas High-Quality School Emergency Plans</i>	Assist with the need for school personnel to partner with community members to address school-based emergency operations planning in response to an alarming number of school-related tragedies involving targeted mass violence and other disasters. The development and implementation of high-quality Emergency Operations Plans (EOP) sets the foundation for establishing safe learning environments to prevent, protect against, mitigate, respond to, and recover from all such hazards. The objective is to substantially expand upon the States' existing capacity to support the efforts of local educational agencies in developing, maintaining, and implementing high-quality Emergency Operations Plans. This projects aims to help school officials plan effectively in collaboration with community partners, test plans, and take corrective actions in order to bring EOP documents to life and increase plan quality.	\$1,898,590
Dr. Araceli Martinez Ortiz, Dr. Clara M. Nova, Dr. Mina S. Guirguis, Dr. Eleanor W. Close, and Dr. Kimberly Grau Talley, LBJ Institute for STEM Education Research	National Science Foundation	<i>Texas State STEM Rising Stars</i>	To increase the overall second-year STEM undergraduate student retention rate. The project also aims to increase the retention rate of Hispanic and African-American STEM majors as well as increase the number of female students completing undergraduate STEM degrees to achieve a target of 20 percent completion.	\$1,500,000

Dr. Xiao Chen, Department of Computer Science, and Dr. Ronald Walter, Xiphophorus Genetic Stock Center and Department of Chemistry and Biochemistry	National Science Foundation	<i>CC*IIIE Networking Infrastructure: Enabling and Improving Data-Driven Research at Texas State University</i>	Dedicate a pathway to research data that allows for transfer of gigabytes of data in minutes so that researchers can access large volumes of datasets much faster, alleviating them from waiting on file transfers.	\$499,896
Dr. Thomas Hardy and Dr. Andrew Sansom, The Meadows Center for Water and the Environment, and Dr. Stanley A. McClellan, Dr. Vishu Ramamoorthy Viswanat, Dr. Qingkai Yu, Dr. Yihong Chen, and Dr. Jesus Jimenez, Ingram School of Engineering	Jacobs Technology, Inc.	<i>Jacobs Technology Task orders S42611 to S42613</i>	To perform professional work in research, using theoretical and experimental investigation in his/her specific scientific discipline at a level of complexity that requires unique capability, and develop methodologies to solve problems.	\$491,430
Dr. Thomas H. Myers II, Department of Physics	National Renewable Energy Lab	<i>High Quality CdTe and Alloy Growth by Molecular Beam Epitaxy (MBE)</i>	Two-year project to produce high quality epitaxial CdTe and related alloy films to explore the limits of this materials system for solar cell fabrication. This project shall perform molecular beam epitaxy growth, post-growth annealing, material characterization, and training.	\$434,044

Dr. Kim Rossmo, School of Criminal Justice	U. S. Department of Justice Office of Justices	<i>Case Deconstruction of Criminal Investigative Failures</i>	To study criminal investigative failures, including wrongful convictions, with the goal of understanding how they happened. The research will attempt to determine the casual factors, analyze how these related to and interacted with each other, and outline the systemic nature of the overall failure.	\$389,690
Dr. Joseph A. Veech Jr., Department of Biology	Texas Comptroller of Public Accounts	<i>Endangered Species Research for TGE Sprague's Pipit</i>	To determine how well Sprague's Pipits tolerate anthropogenic land cover types such as pasture, fallow crop fields, and turf grass production fields, as well as the recreational distribution and abundance of Sprague's Pipits at the county level.	\$247,505
Dr. Bahram Asiabanpour, Department of Computer Science	U. S. Department of Education	<i>Re-energize: Recruitment and Retention of Students in STEM Programs</i>	To establish a creative research and development and professional ecosystem to empower six institutions of higher education that prepare students in engineering and engineering technology in Central Texas to continue to do so with enhanced and focused knowledge, facilities, and student programs.	\$218,371
Dr. Floyd Weckerly and Dr. Michael Clay Green, Department of Biology	Texas Comptroller of Public Accounts	<i>Endangered Species Research Projects for the Black Rail</i>	To estimate the following key demographic parameters of Black Rails to assess threats to their distribution and abundance along Texas coast: 1) Nest and fledgling success, 2) Habitat and anthropogenic factors associated with population change, 3) Population change, and 4) Habitat and anthropogenic factors that associate with population change.	\$199,462

Dr. Russell B. Lang and Dr. Terry Lynn Blackmon, Department of Curriculum and Instruction	Department of Aging and Disability Services	<i>Responsive Interaction Parent Training (RIPT) Overview</i>	To ultimately lead to an innovative and distinctively different service that will complement existing DARS' services. This project details the plan to pilot the new service on a small scale in order to provide the data and analysis necessary for DARS to determine if a large scale evaluation is warranted in subsequent years. Currently, there are a large number of children (~26,000) between the ages of three and fifteen years old with Autism Spectrum Disorder on a waiting list to receive Applied Behavior Analysis-based early intensive behavioral intervention services in Texas.	\$150,000
Dr. Marla A. Erbin-Roesemann, St. David's School of Nursing	Texas Higher Education Coordinating Board	<i>Nursing & Allied Health</i>	To achieve a goal for nursing programs to build capacity in the use of lab and simulation instruction and to reduce the number of contact hours in patient care situations.	\$129,480
Ms. Emily Warren and Dr. Andrew Sansom, The Meadows Center for Water and the Environment	Cynthia and George Mitchell Foundation	<i>Research Gaps in the Pedernales River's Hydrology and Implement Communications</i>	To fill data gaps identified in the 2014 "How Much Water is in the Hill Country?" report, using the methodology outlined in the same report for the Pedernales River watershed. These efforts will increase our understanding of the interactions between surface and groundwater in a rapidly developing watershed, will help us quantify the quantity of water in the Pedernales River watershed, and will serve as a pilot for replication across all Hill Country Watersheds.	\$120,000
Dr. Michael Clay Green and Dr. Floyd Weckerly, Department of Biology	Texas Parks and Wildlife Department	<i>Occupancy, Distribution and Abundance of Black Rails (Laterallus Jamaicensis) along the Texas Gulf Coast</i>	To develop an effective, practical survey protocol for Black Rails to determine occupancy rates, spatial patterns in distribution, population size and habitat association.	\$118,347

Dr. Soon Jae Lee, Dr. Jiong Hu, Dr. Yoo-Jae Kim, and Mrs. Evan Diane Humphries, Department of Engineering Technology	Texas Department of Transportation	<i>Improved Crack Sealant Application Methods</i>	To determine the routing standard for Texas pavement by performing a comprehensive review of all the known literature for routing as it pertains to crack sealing, as well as those impacting performance.	\$102,690
Dr. Oleg Komogortsev, Department of Computer Science	National Institute of Standards and Technology	<i>Efficient Analysis and Combination of Eye Movement Traits for Reliable Biometric Identification and Spoofing Protection</i>	To further improve the current state of the art based on two thrusts: 1) Investigation of the efficient and effective fusion techniques for the combination of physical and behavioral characteristics derived from the eye movements. Such a procedure would allow selecting features that are highly unique to an individual and less susceptible to longitudinal variations. Thus, it is expected to lead to a substantial improvement in the accuracy and reliability of the identification systems to make use of eye movements, e.g., iris recognition systems where eye tracking capabilities would be enabled by a software upgrade, and 2) Investigation of effective spoof protection mechanisms that use eye movement traits. For this purpose, a large volume of eye movement recordings coming from real and fake (printout) eye images will be analyzed to develop mechanisms guarding against iris printout attacks.	\$100,000

INFORMATION TECHNOLOGY

When the University selected and implemented the Banner Student Information System, we incorporated Banner Document Management (BDM) as a strategic solution for electronic document management. BDM provides for the capture, storage, and retrieval of a wide range of types of files and documents. In addition to the ability to manually scan paper and electronic documents, BDM offers functionality to automatically process and index electronic documents. Currently, we process inbound transcripts and applications as well as documents uploaded directly by students to satisfy documentation requirements for admission, financial aid, Veteran status, etc.

BDM fully integrates with our SAP Finance and Banner Student Information System, offering single sign-on capabilities for both as well as the ability to index documents, relevant data, and the one-click ability to access documents related to the data that is being viewed in Banner or SAP. Over the past two years BDM usage has expanded significantly and is used by over half a dozen key functional areas with new areas coming online at a steady pace. Currently we have 849 users accessing the electronic documents. More than 450,000 documents were added this year bringing the total number of documents stored to more than 2.1 million.

CAMPUS SPECIFIC ITEMS

Texas State announced the most diverse student body in the school's history, part of a record-setting enrollment of 36,790 for the 2014 fall semester. This was an increase from the enrollment of 35,568 for the 2013 fall semester. It marked the 17th consecutive year Texas State has set a new record for total enrollment.

A research group in the Ingram School of Engineering developed a new type of hybrid transistor that can potentially protect circuits from power surges. The research on "varistor embedded ceramic transistors" was published in *Ceramic Tech Today*, a publication of the American Ceramic Society.

BestColleges.com named Texas State as one of the nation's "Top 50 Colleges for Hispanic Students" for 2014. Texas State ranked 17 out of 50 institutions. The rankings were based on academics and the number of Hispanic students currently enrolled at each institution.

STAR Park received a \$100,000 gift from the Wells Fargo Foundation in support of sustainability and alternative energy research. The gift was presented to Texas State University President Denise Trauth during the university's annual Distinguished Alumni Gala.

NEC Corporation, NEC Corporation of America, and Texas State signed a Memorandum of Understanding on November 4, 2014. The MOU established a partnership between NEC and the university to conduct collaborative research and development to improve existing social infrastructure operation and management -- such as water conservation and resource management.

Texas State was recognized as a top veteran-friendly school in the *Military Times* "Best for Vets" 2015 college rankings released on November 10, 2014. Texas State was 14 among four-year colleges and universities ranked for the services we provide to veteran students and families.

The Honor Society of Phi Kappa Phi -- the nation's oldest and most selective collegiate honor society for all academic disciplines -- recognized the Texas State chapter of Phi Kappa Phi as a Chapter of Merit. The award is given to chapters that excel in recognizing and promoting academic excellence in all fields of higher education and engaging the community of scholars in service to others.

PayScale and CollegeNet named Texas State in the Social Mobility Index as one of the top institutions that help disadvantaged students succeed, ranking 51 out of 539. The rankings focus directly on the problem of economic mobility and considers the percentage of the student body whose families are below the U. S. median income, tuition, graduation rate, reported median salary zero to five years after graduation, and endowment.

Texas State's economic impact on the State of Texas grew to approximately \$2.2 billion annually in fiscal year 2013, more than double the amount recorded seven years ago, according to an economic impact study released by the university. The study was conducted by Dr. James P. LeSage, holder of the Fields Endowed Chair in Urban and Regional Economics in the Department of Finance and Economics in Texas State's McCoy College of Business Administration.

Texas State University was honored by Preservation Texas with a 2014 Historic Restoration Award for the months-long project to repair and revitalize Old Main. The architect for the restoration was Mr. Craig Reynolds of BRW Architects and the contractor was Mr. Chad Barnes of Phillips May Corporation. Texas State Facilities oversaw the project.

LAMAR INSTITUTE OF TECHNOLOGY

President's Report

February, 2015

Greetings.

I would like to begin by sharing with you the personnel changes that we are undergoing at LIT.

New Employees:

Vice President of Academic Affairs: Dr. Daniel Wright from Tucson, Arizona, Central Arizona College joined us January 5.

Vice President of Workforce Development: Mr. Pat Calhoun, Beaumont ISD joined us July 1.

Dean of Students: Dr. Jason Smith from Silver City, New Mexico, Western New Mexico University joined us on January 5.

Director of Corporate Training: Ken Lamartiniere, Kilgore, Texas joined us January 5

Retirements:

Executive Assistant to the President

Executive Associate Sr. for VP of Academic Affairs

Director of Regional Police Academy

Director of Computer Services

Administrative Associate Sr., Purchasing

Resignations:

Director of Continuing Education/Lifelong Learning

Accountant II

Director of Finance (person promoted to VP for Finance and Operations)

Cashier I

Financial Aid Specialist II

Instructional Designer (person promoted to Director of Distance Learning)

Administrative Associate Sr. (person promoted to Executive Associate for VP of Academic Affairs)

LIT is reaching that time in its history that individuals are ready to enter the next phase of their lives. In addition, individuals have obtained skills and degrees that allow them to move upward in their careers. We are pleased that we have been able to not only educate and provide training for our students, but we have been able to help our employees improve as well.

Enrollment

For spring 2015, as of 5th Class Day (One 16 Week, one 12 Week, Two 8 Week, and one 4 Week terms), Lamar Institute of Technology enrolled 2,843 Credit students who generated 614,592 Contact Hours and 27,359 Semester Credit Hours (SCH). This represents a -5.2% decrease in headcount, a 2.0% increase in Contact Hours, and a 2.1% increase in Semester Credit Hours (SCH) over the previous 12th Class Day in the Spring 2014 semester (n=2,999 / n= 602,112 / n= 26,786), respectively.

In addition, LIT enrolled 1,126 non-credit students who generated 35,028 Contact Hours for Quarter 1, 2014 which represents a 34.2% increase in headcount and a 11.5% increase in Contact Hours over the previous Quarter 1, 2013, (n=839 / n= 31,407) respectively.

Grants

Lamar Institute of Technology is pursuing the following grant opportunities:

- A \$500,000 Entergy Grant to support the Industrial Renaissance in the Southeast Texas region.
- Texas Workforce Commission (TWC) Skills Development Fund (SDF) grant with Lucite Inc. to provide customized skills training to employees at their Jefferson County facility.

Texas Higher Education Coordinating Board

At the January 22, 2015 THECB Quarterly Meeting, the Board voted to approve language that determines how Texas Educational Opportunity Grants (TEOG) will be distributed to all two year colleges in Texas for FY 2016 & FY 2017 in a manner that will reduce TEOG funds to LIT, the two Lamar State Colleges, and the TSTC campuses by over \$860,000 for the biennium. A legislative solution is being sought in conjunction with TSUS assistance.

SACS

Lamar Institute of Technology is preparing a response, which is due March 9, 2015, to the three (3) recommendations that it received as the result of its successful SACS-COC Onsite visit in October 2014.

Community College Week – Top 100 Degree Producers

In the 2014 CC Week Top 100 Degree Producers of Associate Degrees, LIT was ranked number 7 in the nation for Science Technology Associate Degrees and number 47 in the nation for Engineering Technologies Associate Degrees.

Student Services

Title IX

LIT implemented employee training that covers Title IX.

Student Activities

LIT students participated in several different events: the Health Awareness Summit on November 4, a Student Leadership Conference on November 8, and Family Christmas on December 2.

Student Activities hosted an Eagles Succeed Week November 13-18. These events included a Financial Awareness day where 14 students learned about financial literacy, a Tobacco Awareness day that SGA members gave out information to over 80 students on the importance of being tobacco-free, and an Inspired Essay Contest, asking students who or what inspires them to go to LIT and seek their degree.

LIT students were also active in their community in many ways including hosting a Thanksgiving Food Drive. Three student organizations contributed non-perishable food items for a combined weight of 300 pounds. These items were donated to the Southeast Texas Food Bank. Fifteen students volunteered their time to assist at Some Other Place on November 22. Some Other Place is an assistance center for the homeless and underprivileged. In addition to the above, five students volunteered their time and assisted at graduation on December 12.

LIT's SGA executive officers started off the year by working with other SGA officers at Lamar – Orange and Lamar State College – Port Arthur to brainstorm new ideas and activities they can offer to their respective students during the Spring Semester.

LIT Student Government also hosted a Week of Welcome festivity during the first week of classes January 20 - 23, 2015.

Student Activities has also sponsored multiple events on campus including riding in the MLK Day parade put on by the City of Beaumont on January 17, hosting a Campus Movie Night on February 12, having a float in the Mardi Gras of Southeast Texas parade on February 15, and putting on a Talent Show on February 18.

Veteran Affairs

LIT veteran students attended a Veteran's Day Program hosted by Lamar University on November 11, 2014.

Recruitment

LIT will host its College and Career night for potential students to come and learn about what LIT has to offer them on February 3, 2015.

Information Technology

TAC 202 Compliance

LIT is 100% compliant in the area of and will be fully compliant by FY'15 year end. The remainder of compliance areas have been mapped out and scheduled for implementation during the spring and summer semesters.

SciQuest E-Procurement Project

LIT has fully implemented the SciQuest portal in the Technology Services department. Procedures have been developed on the purchasing side, and additional procedures are being developed in the receiving and AP areas.

Wireless Network Project

All of the equipment has been purchased and the planning phase has nearly been completed for the campus wireless network upgrade. The final configuration has been proposed and the vendor is moving to the implementation phase of the project. This project will add considerable value to the student, employee, and guest LIT experience.

Data Center Switching Project

All of the equipment has been purchased and the planning phase has begun. Since the data center switching project addresses modernization of the network core, LIT will be future proofed from future opportunities that the implementation of technologies offers. This project implementation will continue through the fall semester.

Foundation

The 2013 Audit has been completed. A clean audit report was received. Total assets for the 2013 Fiscal Year were \$2,591,051.45. The 2012 previous year total assets were \$2,056,681.21. On November 17, 2008 the Foundation managed 27 endowments valued at \$863,624. On December 31, 2013, 45 endowments valued at \$2,794,113.10 are being managed. The Foundation has contributed the largest annual foundation scholarship distribution in history, \$67,002.

Training events attended were the Council for Advancement and Support of Education (CASE) Alumni relations at Community Colleges meeting and the Advancement and Support of Education (CASE) Networking for Foundation Directors meeting.

NextGen software for scholarship application processing was purchased and is being implemented. The scholarship application process is now paperless. All scholarships governed by annual agreements or foundation endowment agreements are available on the LIT website. Applications are accepted December 15, 2013 through February 15, 2014 for the fall 2014/Spring 2015 semesters.

The website has been updated with the Foundation Board of Directors professional information, the Kroger donation program information, annual donor and endowment listings, and alumni membership benefits.

Work continues on TouchNet donor software upgrades and a marketing plan for donor recognitions.



**LAMAR STATE COLLEGE-ORANGE
PRESIDENT'S BRIEFING
TSUS BOARD OF REGENTS
February 19-20, 2015**

CAPITAL PROJECTS

Our proposed TRB project (a multi-purpose education building) remains the top capital project for the college. The Lamar State College – Orange Foundation continues to pursue the purchase of additional property that would serve as the site for this new structure. We are also investigating the cost of upgrading restroom facilities in the Academic Center and making cosmetic improvements to the interior of the building.

ENROLLMENT

Enrollment is our number one priority and concern. Preliminary figures show our Spring headcount running 5 percent behind last year's number. The primary cause for this decline is a robust economy. The unemployment rate in southeast Texas is continuing to drop. In Orange County, the latest data shows unemployment at 6.7 percent compared to 9.3 percent twelve months ago. A significant number of potential students are taking advantage of the opportunity to work and deferring their education plans.

Our immediate concern is the impact of this enrollment decline upon our general revenue appropriation. As introduced, both the house and the senate appropriation bills reduce our GR funding by approximately \$216,000/year. Our hope is that there may be additional funding for higher education that will offset this difference or that provisions will be made for "hold harmless" funding. We are pursuing new program offerings that have the potential to draw more students to campus.

PLANNING/BUDGETING

Declining enrollment has a negative impact on revenue. As a result of our conservative revenue estimates for FY15, we have been able to absorb the loss of funds without impacting our budget. We have taken additional steps to curtail spending. As promised when we presented our budget for your approval, we reviewed our financial position in November to determine if we had funds to cover the cost of a 2 percent merit pool for faculty and staff. Those funds were available and salary adjustments were implemented in December. The planning and budgeting process for FY16 will begin in March. Although we will not know the amount of our state appropriation until the end of the session, we will be trying to identify operational efficiencies that can reduce costs.

INSTITUTIONAL DEVELOPMENT

The Lamar State College – Orange Foundation continues to pursue the acquisition of additional property within the areas outlined in our campus master plan. The Foundation will hold its annual scholarship fundraiser on April 11 at the Brown Estate.

CAMPUS SPECIFIC ITEMS

- After careful consideration, I have appointed Dr. Gwen Whitehead to the position of Vice President for Academic Affairs. Dr. Whitehead had been serving in an interim capacity since the retirement of Dr. Joe Kirkland in July. She has done an outstanding job as interim and was instrumental in successfully getting us through our SACSCOC reaffirmation process. She joined the English faculty at Lamar State College –Orange on a full-time basis in 1998. She served as director of Arts and Sciences prior to moving into the VPAA position.
- A requirement for reaffirmation with SACSCOC is the development and implementation of a Quality Enhancement Plan (QEP). We selected reading skills as our focus and developed a plan titled “Reading Is Simply Everything (RISE).” At the request of our visiting committee, we have been revising the plan to narrow the scope of the program. We will identify cohorts of LVN majors and provide them with supplemental instruction designed to enhance their comprehension of college-level textbook material. If this intervention is successful, the program will expand to the general student population.
- Workforce Solutions Southeast Texas honored Lamar State College – Orange with their STAR Partner of Excellence Award. The award recognized the college for partnering with local industry to secure over \$1 million in funding for customized training grants.



LAMAR STATE COLLEGE-PORT ARTHUR
President's Briefing
February 2015

PLANNING

Lamar State College-Port Arthur is working with Port Arthur ISD to plan and implement an Early College High School (ECHS). The goal is to open the ECHS in fall 2016 in the former Woodrow Wilson Middle School across Lakeshore Drive from the LSCPA campus. As it stands now the ECHS would offer a four-year general academic plan leading to an Associate of Arts Degree to approximately 80% of the students and a technical education plan leading to an Associate of Applied Science Degree—possibly in computer network administration or computer network security—to the remaining 20%. Students could graduate with an associate degree and a high school diploma during the same semester. The ISD will be responsible for remodeling the facility.

The College continues to move forward with planning for construction of its first residence hall. A request for proposals from interested developers is being prepared. Dr. Reynard is meeting with various taxing entities to obtain preliminary approval for 10-year property tax abatements on the completed structure. The Port Arthur Economic Development Corporation (EDC) remains committed to providing the successful developer with a \$1 million grant and a \$1 million low interest loan. The plan is for the residence hall to open in August 2016.

The College has scheduled some non-credit workforce training courses to supplement its credit offerings. Classes are designed for entry-level employment and include certified nurse aide, medication aide, and commercial driver's license (CDL). The City of Port Arthur and the Port Arthur ISD are assisting the College by providing the vehicles that will be used in the driving phase of the CDL course. The EDC is providing \$35,000 to pay the tuition of city residents who enroll in the CDL course.

The College also offered classes in February that provided the mandatory continuing education requirements for certified surgical technicians and registered dental hygienists.

The Lamar State College-Port Arthur Paralegal Program is 1 of 6 associate degree programs in Texas that are approved by the American Bar Association (ABA). Approval is granted for 7 years. The program is due for re-approval in 2015. The program submitted a self-study in May 2013 that involved faculty, staff, former students, and the legal community. The ABA dispatched a committee to the campus September 24-25, 2014, for an on-site review. Following the visit the College was informed that the committee recommended re-approval. A response to the on-site visit was filed in January. Final re-approval is expected in late February.

INFORMATION TECHNOLOGY SERVICES

Significant effort and time was spent achieving the following goals in the 4th quarter of 2014:

- Re-design of College website.
- Implementation of new desktop-based information technology security measures.
- Completion of the document imaging projects for Admission and Records, Financial Aid, and Human Resources.
- Implementation of the document imaging project in the Finance Office.
- Implementation of web pages supporting newly-developed Workforce/Continuing Education courses.

Systems, Networking, and Telecommunications

The Information Technology Services Department is updating some of its aging networking switches. The core switch that serves as the hub for the entire campus network traffic was replaced. We anticipate replacing key switches in the spring of 2015. Others will be replaced in 2015-2016.

IT Services and the Finance Office have implemented electronic-based shopping stores using the TouchNet Market Place product that enables payment on-line with credit cards. This method of payment is particularly attractive to students enrolling in non-credit workforce courses. TouchNet is also a convenient method for making and receiving donations to the College. New stores are under development to accept payments for athletic, theatrical, and other College events.

IT Service is in the final stages of updating the College's website. The project is expected to be completed by summer 2015.

The Admissions and Records, Finance, Financial Aid, and Human Resources departments are migrating to and implementing the latest version of the document imaging system. The new system will allow for integration with the College's Banner ERP system. The Admissions and Records, Financial Aid, and Human Resources offices have completed the process. The Finance Office anticipates completion in spring 2015.

IT Services is implementing a new desktop security measure that will greatly enhance the College's ability to minimize exposure to malicious attacks via the internet. The upgrade includes implementing desktop firewalls and installing a freely available application developed by Microsoft, "AppLocker". The AppLocker program prevents any program or script execution, whether local or internet-based. We anticipate that this capability will greatly reduce the possibility of malicious codes running on any desktop and thus minimize the system's exposure to attacks. We anticipate this project to be completed by late spring 2015.

IT Services continues to update its Standard Operating Procedures (SOP) manual. The SOP contains all pertinent departmental guidelines and procedures necessary for year-round operations. The SOP was completed and will be updated regularly as necessary.

IT Services is upgrading and re-evaluating data storage and server infrastructure in conjunction with other TSUS institutions. The System institutions participated in a technical workshop related to data storage to discuss the viability and feasibility of shared services that would allow for enhanced data backup and retrieval strategies. The technical team reported to the CIO counsel in October 2014.

Upgrading to the Windows 2012 server platform continues. The new platform provides significant improvements in LSC-PA's disaster/recovery and business continuity infrastructure. The improvements will allow for significant simplification of the process and recovery time from days to hours. Upgrading to the new 2012 platform will continue throughout the year. Initial testing was performed and the results were outstanding in regards to simplification of the process from failing over to the disaster recovery site and restoring of all changes back to the primary site. Two more full tests are planned in July and August that will involve all data owners.

Microsoft Office 365 ProPlus is available at no cost to students who are currently enrolled in one or more credit courses at Lamar State College-Port Arthur. Office 365 ProPlus is a full version of Microsoft Office and includes Word, PowerPoint, Excel, OneNote, Outlook, and more. This benefit was extended to all employees effective with the spring 2015 Semester.

Between October 1, 2014-December 31, 2014, the Systems, Networking and Telecommunications area received 804 work orders and completed 794 totaling 199 employee hours. Of the 804 work orders, 564 were student computer support and assistance.

Information Services

Seventy-three Banner upgrades/patches were installed in Production across all modules. These were corrections and enhancements for the Banner administrative system.

The Institutional Research Coordinator worked closely with the Financial Aid department on the fall reporting. This is expected to end by mid-January 2015. Institutional Research reporting was submitted and certified on time.

Work continues on Banner security. Procedures are being reviewed. Security Committee meetings have been re-instituted to ensure audit requirements are met in an appropriate manner.

Personnel attended the annual Cohesion, formerly SETA, conference to renew contacts and receive additional software and hardware training.

Between October 1, 2014 and December 31, 2014, Information Services completed 120 work orders for a total of 272 employee hours with another 26 work orders in progress. Ninety-seven were new requests.

DISTANCE LEARNING AND INSTRUCTIONAL TECHNOLOGY

A document developed by the System Office, *Best Practices for Working with Publisher Content*, was introduced and thoroughly addressed at the back-to-school Faculty Development Day in August and subsequently at faculty meetings. It was also addressed and emphasized in similar spring semester events and has been included in the *Faculty Handbook*.

During fall 2014 computers, ELMOs, and large screen monitors were installed in two classrooms. The improvements to the two rooms were the latest additions in a continuing project to bring technology into all classrooms on campus. The large screen monitors were being evaluated as alternatives to projectors. The evaluation criteria include overall cost, ease of use, and suitability to the application. After the installation, the Distance Learning Coordinator solicited input from members of the Classroom Technology Committee and the Faculty Senate on the effectiveness of the large monitors over a projector and screen. A direct comparison was arranged and the faculty surveyed for their opinions. A clear majority preferred projectors and screens for most classrooms and felt large screen monitors are better suited for smaller classrooms.

In its fall semester meetings the Distance Learning Committee worked on several topics including the faculty development training sessions, online student satisfaction surveys, online course standardization, and faculty issues encountered during the semester. A document prepared by the committee, *Best Practices in Online Course Design*, has been placed in the *Faculty Handbook*. The committee consists of a cross section of faculty from the entire campus.

A face to face workshop course for training faculty on Blackboard was offered at the end of the fall 2014 semester. Faculty members learned to use the various tools in the Blackboard system and were shown that using the course template can help them utilize best practices. Feedback from the attendees has suggested additional workshop topics for the future. The Distance Learning Coordinator also works with faculty on an individual basis to answer questions, build content, and enhance courses. Additionally, the Distance Learning Coordinator works with Information Technology Services to address issues related to the Blackboard Learn course management system. These responsibilities continue on a daily basis.

RECRUITMENT AND RETENTION

Since the month of November, the Admissions Advisors and the Financial Aid Advisors made the many recruiting efforts: Distributed information at the Veterans Resource Fair, delivered admission and scholarship applications to Nederland High School, and made a presentation at Port Neches-Groves High School. Also in November, we hosted the Annual High School Counselors' Luncheon for area high school counselors and principals. In December, the recruiting team presented information at the Oxford City Soccer game at Ford Park. The Financial Aid Office presented their annual Financial Aid Workshop for area high school counselors. Also in December Admission Advisors sent various scholarship applications to area high schools. In January, the recruiting team distributed information at the Beaumont Enterprise Career Fair. In January and February, we will present financial aid workshops for parents and students of the Port Neches-Groves, Hamshire-Fannett, Nederland, and Ozen High Schools.

In December 2014, Financial Aid key staff attended the Annual Department of Education Conference. The Financial Aid office, along with the Admission Advisors, will continue to conduct presentations in the community and in area high schools during the balance of the recruiting season.

We will continue to make recruiting presentations at area high schools for the remainder of the spring semester. Registration for the spring 2015 semester began in November and spring 2015 classes started January 20th. Early registration for Summer I, II and fall 2015 begins April 2015.

STUDENT ACTIVITIES

The month of November began with the campus food drive that runs through the Friday before Thanksgiving. This year was another successful effort. Donated items were distributed to local food banks that went to meet needs of the upcoming holiday time. A pizza party was given to the campus organization that collected the most food items. Homecoming activities continued throughout the month of November with events hosted by the Student Government Association. Homecoming week began with SGA sponsored activities which included PJ Day on Monday, Jersey Day on Tuesday, Twin Day on Wednesday and Throwback Thursday. Voting by the student body for the Seahawk Scholar program was held on Wednesday and Thursday of homecoming week. LSCPA students compete, and two are to be recognized for their many personal volunteer and community service contributions. A pep rally was held during the week in the Student Center to promote school spirit and support of the college's basketball team. The week ended with the tailgate party and Homecoming game on November 22 where the two recipients of the Seahawk Scholars scholarships were announced.

SGA and Student Activities participated in the "Beatles Rooftop Concert" held in the parking lot at the Parker Center on Saturday, November 8 marking that historic day in history. They collaborated with the LSC-PA commercial music department, theater department, and other key staff and faculty members. The event featured two live bands from our commercial music department performing great Beatle hits from the past. The event and concert were well attended by campus personnel and the general community at large. On Friday, November 14, SGA and Student Activities hosted a novelty event, "It's a Wrap", an entertainment event serving the student population.

SGA President, Andrea Torres and Vice-President, Viridiana Mendoza attended the SAB meeting held in Beaumont in the month of November. Also, Lamar State College-Port Arthur students, faculty and staff led by our SGA and the Student Activities staff, again partnered with LifeShare Blood Centers in a blood drive on November 19 & 20, 2014.

In the month of December SGA officers, Student Activities staff, student body ambassadors and members of various LSCPA student organizations participated in the Port Neches, Groves, Nederland and Port Arthur holiday parades to showcase LSC-PA and the College's float. The LSC-PA float serves as a means of awareness to the community of the college's commitment and presence in participating in local events. SGA and Student Activities delivered cookies and snacks to the Community Home residents on Procter Street on Friday, December 5 as a means of community service, support and awareness of caring for the elderly in our community. The annual Christmas Bar-B-Que was held December 11 in the Carl Parker Multipurpose Center. Closing out December, SGA officers assisted Chi Alpha in decorating for their annual Winter Wonderland Ball held December 11. Fall commencement was held December 12.

In January, the spring semester kicked off with Welcome Week activities hosted by SGA and Student Activities. Special events included a novelty event, musical entertainment provided by the college's commercial music department, and goodie boxes were provided to give a warm welcome back to our returning students. Student Activities hosted an event, "Students Fight Back" on Wednesday, January 28 in the Sam and Linda Monroe Performing Arts Center to address and provide awareness of issues dealing with sexual assault by a national group who have presented to colleges across the nation.

The month of February highlighted Black History month. Student Government Association members enlisted assistance from our campus organizations to participate in presentations for the celebration. A Black History Month trivia contest and prizes were given to participating students. SGA and Student Activities recognized Chinese New Year on February 19 by distributing fortune cookies and giveaways to students on campus. Students representing LSC-PA participated in the Mardi Gras of Southeast Texas celebration that rolls through the campus on February 13. Student Government officers will attend the SAB meeting in Austin February 19 & 20.

The SGA and Student Activities are looking forward to other spring events including health & safety awareness, spring fling, and Relay for Life fundraising activities in the month of March.



MEMORANDUM

TO: Student Advisory Board Members

FROM: Brian McCall, Ph.D. - Chancellor

RE: Response to November 6, 2014, report to the Board of Regents

This memorandum responds to your November 6, 2014, report to the Board of Regents. The System Office compiled this report with assistance from the component institutions. The topics included in your report to the Board of Regents, and the System's responses, where appropriate, are listed below.

Student Investment

The Texas State University System's component institutions take pride in serving a great number of non-traditional students, including working adults, and military veterans. Creating a campus environment that accommodates the unique needs of these students, including special orientation sessions, counseling programs and other services, can improve the success of these students and the institutions. Student Advisory Board members should work with each institution's Student Affairs director to identify any gaps that exist in the service of non-traditional students and ways to better serve these populations.

Transparency with Tuition and Student Service Fee Increases

A review of component institution websites last year found all TSUS institutions provide some information about student fees, and most institutions provide detailed information about the expenditure of these fees. The system's vice chancellor for finance has requested that component institutions update their websites annually to show how student fee revenue is being spent, and this work is underway.

Educational Strategies

The employment of adjunct faculty is a necessary and beneficial strategy for component institutions within TSUS, as it is for colleges and universities throughout the nation. TSUS component institutions strive to balance the employment of adjunct faculty with full-time tenured and tenure-track faculty, who are essential to the institutions' teaching, research and service missions. The Texas State University System has never considered posting faculty and course evaluations on the System's website.

University Committees

University Committees can play a vital role in the development of well-informed campus policies, but they can also become ineffective if they are not nurtured, or if they become too numerous to manage. Student Advisory Board members should work with institution leadership to eliminate or consolidate unnecessary University Committee meetings and encourage greater participation in these committees so they can achieve maximum input from a wide range of stakeholders.

Board of Regents Texas State University System

LITIGATION REPORT *February 2015*

1. <i>Bach v. TXST</i> (August 2013) 3d Ct of Appeals	Whistleblower – Former Freeman Ranch manager claims he was fired for reporting illegalities by University employees.	The Court of Appeals DISMISSED the case on December 17, 2014.
<i>Bach v. TXST</i> (January 2014) US Dist Ct, Austin	Wage Claim – Although an exempt employee, Plaintiff claims overtime pay is owed him under Fair Labor Standards Act.	Plaintiff appealed DISMISSAL to the Fifth Circuit. His brief is due February 13, 2015.
2. <i>Campbell v. LIT</i> (August 2014) US Dist Ct, Beaumont	Civil Rights – Former student alleges disability discrimination and failure to accommodate his learning disabilities.	LIT filed its answer on September 12, 2014. Discovery is ongoing.
3. <i>Champion v. TXST</i> (November 2013) Hays County	Personal Injury – Former student falls while climbing rock wall in Student Recreation Center; claims negligence.	Discovery is ongoing.
4. <i>Fox v. TXST</i> (June 2013) Hays County	Wrongful Death -- Mother of intoxicated student, killed in 2011 fall from Aquarena Springs tower, claims negligence.	A hearing on the University's dismissal motion is to be scheduled by mid-February.
5. <i>Jenkins v. LU</i> (October 2014) Jefferson County	Civil Rights – Professor claims denial of promotion & tenure because he objected to use of the GRE in graduate admissions.	The University filed its answer on October 27, 2014.
6. <i>K.E. v. NSF & TXST</i> (January 2015) US Dist Ct., Austin	KE sought to quash National Science Foundation (NSF) subpoena for her degree revocation hearing transcript.	Federal court quashed the subpoena. The U.S. Attorney's Office will file a motion to reinstate the subpoena.
7. <i>Lopez v. TXST</i> (May, 2010) Hays County	Civil Rights – Ex-employee claims her termination was race based and retaliatory.	Her retaliation claim was DISMISSED on December 2, 2014. We await trial setting on her discrimination claim.
8. <i>Quinn v. TXST</i> (November 2014) Williamson County	Civil Rights – Ex-employee claims discrimination based on age, disability and retaliation by School of Nursing.	Answer for Texas State has been filed and discovery is ongoing.
9. <i>Randle v. TXST</i> (September 2014) Hays County	Civil Rights – Former employee alleges her termination was discriminatory based on age and retaliation.	Discovery is ongoing and trial is anticipated in early 2016.
10. <i>Savoy v. LIT</i> (January 2015) Jefferson County	Personal Injury – Student falls from utility pole while participating in Utility Line Technician course; claims negligence.	Answer has been filed along with a motion to transfer venue from Jefferson County to Hardin County.
11. <i>Steinbach v. TXST</i> (February, 2010) Hays County	Personal Injury – Student slips and falls in residence hall laundry area stairs; claims negligence.	University appealed the denial of its dismissal motion. Appeal briefs are due in February 2015.

LITIGATION REPORT
February 2015 (cont.)

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| <p>12. <i>Sweeney v. TXST</i>
(January 2015)
US Dist. Ct, Austin</p> | <p>Civil Rights – Student claims harassment, disability discrimination and retaliation.</p> | <p>Motion to dismiss has been filed, and we are awaiting the federal court’s ruling.</p> |
| <p>13. <i>Ward v. LU/TSUS</i>
(May 2013)
Jefferson County</p> | <p>Whistleblower – Expecting to be fired, employee filed suit prematurely (she remained employed until she resigned).</p> | <p>On November 6, 2013, this case was DISMISSED. Plaintiff appealed, resigned, and left Texas.</p> |
| <p>14. <i>Whittington v. SHSU</i>
(January 2015)
Walker County</p> | <p>Civil Rights – Ex-employee alleges her termination was discriminatory based on gender and age and retaliation.</p> | <p>The University filed its answer on January 22, 2015.</p> |

Lawsuit filed on behalf of Sam Houston State University:

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| <p><i>SHSU v. American Campus Communities</i>
(April, 2013)
Walker County</p> | <p>Extensive repairs, resulting from non-conforming and deficient design and construction, have been required on Sam Houston Village, a dormitory designed and built under contract with American Campus Communities in 2004. To date, the cost of repairing the facility, including lost dormitory revenues (estimated to be in excess of \$9.6 million), has been borne by the University alone. This lawsuit seeks compensation.</p> | <p>After this Board authorized litigation (May 2012), we sued the developer, who, in turn, sued the general contractor, who sued the sub-contractors.</p> <p>In November of 2014, ACC’s motion to transfer venue from Walker to Travis County was denied.</p> |
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