AGENDA

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS
Regular Meeting

Date: Thursday, September 10, 2026

Time: 10:00 AM

Place: Texas Southern University - Library Learning Center, 5th Floor, 3100 Cleburne Street, Houston, TX 77004

Chair: James M. Benham
Vice Chair: Lauren A. Gore
Second Vice Chair: Richard A. Johnson
Secretary: Marilyn A. Rose

I. **Call to Order**

- **The subjects to be discussed or considered, or upon which any formal action may be taken, are as listed below.**
- **Items do not have to be taken in the order shown on this meeting notice.**
- **Unless removed from the consent docket for separate consideration at the request of a Regent, items identified within the consent docket will be acted on at one time.**

II. **Roll Call**

III. **Prayer**

IV. **Conflict of Interest**

V. **Open Forum**

VI. **Board Business**

VI.A. Presentation of a Proclamation honoring former Regent Brandon L. Simmons
Action Requested: Information

VI.B. Oath of Office Administered to Student Regent Joseph V. Carter
Action Requested: Information

VII. **President's Report**
Action Requested: Information

VIII. **Consent Docket**

VIII.A. Request Approval of Past Board of Regents Meeting Minutes
Action Requested: Approval

VIII.B. Request Approval of Additional Spending Authority for Columbia Advisory Group Information Technology Staff Augmentation Services
Action Requested: Approval

VIII.C. Request Approval to Negotiate and Execute a Contract with an Investment Management Firm
Action Requested: Approval

VIII.D. Request Approval to Renew Student Housing Master Lease Agreement for the Icon and Loft Apartments
Action Requested: Approval

VIII.E. Request Approval to Negotiate and Execute an Agreement with American Mechanical Services for the Purchase and Installation of a Replacement Steam Boiler for the New Science Center Building
Action Requested: Approval

VIII.F. Request Approval to Negotiate and Execute a One-Time Contract with Aviation X for Charter Flights
Action Requested: Approval

VIII.G. Request Approval of Resolution Authorizing the Amendment of the Board's Bylaws to Add Appendix A - Code of Ethics
Action Requested: Approval

IX. **Executive Session**

IX.A. Texas Government Code - Section 551.071 - Consultation with University Attorneys on any matter in which the duty of the attorneys to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, including any matter listed on this notice/agenda, pending or contemplated litigation, and proposed settlement agreements.

IX.B. Texas Government Code - Section 551.072 - Deliberations concerning Purchase, Lease or Value of Real Property.

IX.C. Texas Government Code - Section 551.073 - Deliberations about Negotiated Contracts for Prospective Gifts or Donations.

IX.D. Texas Government Code - Section 551.074 - Personnel Matters: Deliberations Concerning the Appointments, Duties, Responsibilities, Evaluations or Dismissal of Personnel (including but not limited to the Regents, President, General Officers, and Executive Management Employees).

X. **Administration and Finance Committee**
Presenters: Regent Lauren A. Gore & Mr. J'Maine Chubb, Chief Financial Officer/Vice President of Business & Administration

X.A. Financial Performance Update from the Division of Business and Finance
Action Requested: Information

X.B. Presentation of the Texas Southern University Endowment Investment Performance Report and Portfolio Update for the Period Ended June 30, 2026
Action Requested: Information

XI. **Academic Affairs, Research and Student Life Committee**
Presenters: Regent Marilyn A. Rose & Dr. Carl B. Goodman, Provost/Senior Vice President of Academic Affairs

XI.A. Request Approval to Negotiate and Execute a Three-Year Contract with Education Management Solutions
Action Requested: Approval

XI.B. Update on 2025-2026 University Data
Action Requested: Information

XI.C. Update on ASCEND 2030 Strategic Plan Implementation-Annual Fall Report
Action Requested: Information

XII. **Development and Legislative Affairs Committee**
Presenters: Regent Richard A. Johnson, Mr. Charlie W. Coleman, Associate Vice President of Development & Alumni Engagement, & Dr. James E. White, Vice President of Government Affairs & Civic Engagement

XII.A. Request for Approval to Amend Contract for Consulting Services with Community Counselling Services Co., LLC (CCS Fundraising)
Action Requested: Approval

XII.B. Update on Legislative Affairs-Quarterly Overview
Action Requested: Information

XIII. **Physical Facilities and Real Estate Committee**
Presenter: Regent Ben H. Proler & Ms. Melanie Jackson, Senior Associate Vice President of Operations and Facilities

XIII.A. Request Approval to Negotiate and Execute a Contract for Guaranteed Maximum Price (GMP) for the Capital Construction Assistance Projects
Action Requested: Approval

XIII.B. Summer Make Ready & Maintenance Initiative: Replacement of Two Hot Water Boilers Serving the Satellite Plant
Action Requested: Information

XIV. **Audit and Compliance Committee**
Presenters: Regent Alithea Z. Sullivan, Mr. Clyde McNeil, Chief Audit Executive, & Ms. Annette Linders, Compliance Partner

XIV.A. Request Approval of Fiscal Year 2027 Risk-Based Audit Plan
Action Requested: Approval

XIV.B. FY26 Internal Audit Plan Status Update
Action Requested: Information

XIV.C. Internal Audit Report on Remediation of Information Technology Findings from the Texas State Auditor's Office Audit
Action Requested: Information

XIV.D. Internal Audit Report on Invoice Prompt Payment
Action Requested: Information

XIV.E. Title IX Policy Annual Board Review
Action Requested: Information

XV. **Adjourn**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Board Business

ITEM: Presentation of a Proclamation honoring former Regent Brandon L. Simmons

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

Presentation of a proclamation to acknowledge and recognize of the Honorable Brandon L. Simmons for his dedicated time and services rendered as a member of the Board of Regents at Texas Southern University.

SUPPORTING DOCUMENTATION: None

FISCAL NOTE: No Fiscal Impact

ACTION REQUESTED: Information

James M Benham

9/1/26

BOARD CHAIR James M. Benham **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Board Business

ITEM: Oath of Office Administered to Student Regent Joseph V. Carter

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

Administer the Oath of Office to Student Regent Joseph V. Carter as a member of the Texas Southern University Governing Board.

SUPPORTING DOCUMENTATION: None

FISCAL NOTE: No Fiscal Impact

ACTION REQUESTED: Information

James M. Benham

BOARD CHAIR James M. Benham **DATE** 9/1/26

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: President's Report

ITEM: President's Report

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
This informational presentation provides the President's Report on the University's strategic priorities, institutional progress, and key accomplishments aligned with the ASCEND 2030 Strategic Plan. The report highlights significant initiatives and outcomes across the University, demonstrating how individual units are advancing the institution's mission and strategic objectives.

Through selected highlights and performance measures, the presentation illustrates progress toward enhancing student success, expanding research and innovation, strengthening institutional effectiveness, advancing digital transformation, and ensuring long-term sustainability. The report also outlines the University's continued approach to monitoring outcomes, measuring success, and maintaining accountability to the Board of Regents as implementation of ASCEND 2030 progresses.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:
Informational Presentation "President's Report".pptx

RELATED BOARD BYLAW, POLICY AND/OR MAPP: N/A

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.1 Align academic programming with industry demand
1.2 Drive student success and outcomes
1.4 Expand career readiness and career advancement opportunities

2.1 Deploy pedagogical innovation
2.2 Build stackable credential options and educational pathways
2.3 Strengthen university partnerships
2.4 Grow research and doctoral education; advance toward R1

3.1 Improve student experience — streamline processes/technology
3.2 Strengthen data analytics
3.3 Invest in faculty and staff professional development
3.4 Update and expand physical spaces
3.5 Ensure long-term legacy — diversify revenues, grow endowment

4.1 Update and optimize technology platforms and data governance
4.2 Deploy intelligent automation/AI across student services
4.3 Introduce new technologies into classroom and curriculum
4.4 Infuse AI and immersive technologies into curriculum
4.5 Leverage technology to expand online and hybrid learning

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	08/25/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Aug 25, 2026 23:29:03 CDT)	08/25/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Aug 29, 2026 06:32:01 CDT)	08/29/2026
PRESIDENT	**DATE**

Presidential Report

September 10, 2026

President J.W. Crawford, III

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TEXAS SOUTHERN UNIVERSITY

STRATEGIC PROGRESS AT A GLANCE



ASCEND 2030: OUR STRATEGIC PLAN

ASCEND 2030 is anchored in four primary areas of focus to advance Excellence in Achievement and Success in Impact.

STUDENT ACHIEVEMENT & OUTCOMES

Foster student success by advancing learning goals, market-relevant skills, and character; support progression toward completion; and enhance post-graduate earning potential.

ACADEMIC RESEARCH & INNOVATION

Advance research, scholarship, and creative activity that expands knowledge, solves real-world problems, and drives societal impact.

OPERATIONAL EXCELLENCE

Foster an environment of highly effective, efficient operations that reflect a culture of institutional excellence and resilience that inspires students, faculty, staff, and administrators to perform at their highest potential.

TECHNOLOGY & ARTIFICIAL INTELLIGENCE

Leverage digital tools, systems, and emerging technologies to enhance institutional agility and transform the academic and research enterprise.

GUIDING PRINCIPLES: RENEW. ENHANCE. EXPAND.

PROGRESS AT A GLANCE

- Research growth and external funding increases
- Leadership recruitment progressing across key academic and administrative units
- Fundraising momentum and donor engagement
- Strengthened community partnerships
- Strategic plan implementation on track
- Strengthening our infrastructure through the advancement of major facilities projects

LOOKING AHEAD

We remain focused on executing our strategic plan, investing in our people and students, and advancing our mission of Excellence in Achievement and Success in Impact.

TSU Texas Southern University
Excellence. Achievement. Success. Impact.

Academic Affairs & Student Success

2025-2026 Academic Year in Review

Fall 2025 student **enrollment increased by 4%** over prior Fall	⬆ 4%	(2024: 8,704 to 2025: 9,060)
Spring 2026 student **enrollment increased by 1%** over prior Spring	⬆ 1%	(2025: 8,181 to 2026: 8,240)
Fall 2024–2025 **1yr persistence rate increased by 4% points** over prior Fall	⬆ 4 pts	(2023–24: 66% to 2024–25: 70%)
4yr graduation rate decreased by 7% points over the prior year	⬇ 7 pts	(2020–24:19% to 2021–25: 12%)
6yr graduation rate increased by 2% points over the prior year	⬆ 2 pts	(2018–24:22% to 2019–25:24%)
Degrees awarded increased by 6% over prior year	⬆ 6%	(Fall 24–Spring 25: 1,615 to Fall 25–Spring 26: 1,718)

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Academic Affairs & Student Success

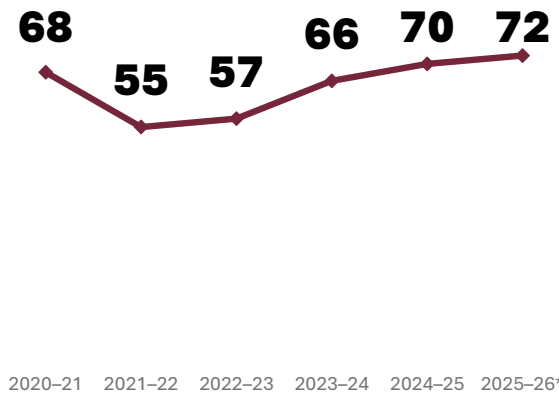
First-Time Full-Time Success Rates

PERSISTENCE RATE

72%

Preliminary

↑ 2 pts vs prior year

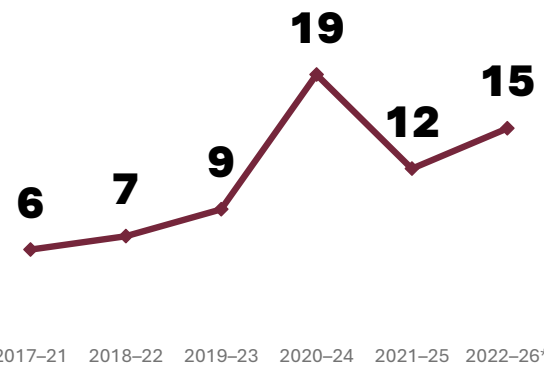


4-YEAR GRADUATION RATE

15%

Preliminary

↑ 3 pts vs prior year

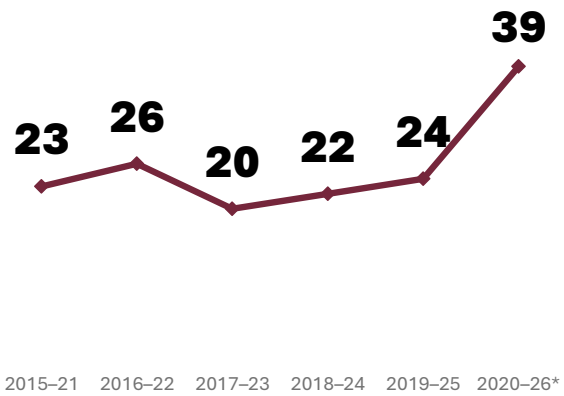


6-YEAR GRADUATION RATE

39%

Preliminary

↑ 15 pts vs prior year



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Data Sources: ABEST and Institutional Data
*Preliminary Data as of July 31st. Graduation Rate as of Spring 2026

Research & Innovation

$11.19M

TOTAL IN NEWLY FUNDED RESEARCH AWARDS

$9,997,847

FORGE Award

Strategic initiative to build capacity in research and workforce priorities of the U.S. Army.

$1,192,056

NSF Awards

History & Geography
Biology
Chemistry

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Government Affairs & Civic Engagement

Texas Southern University's Voice in Federal Policy

Protect College Sports Act

President Crawford participated in a **U.S. Senate Commerce Committee** roundtable examining the future of collegiate athletics and the **Protect College Sports Act.**

Texas Southern University's Perspective

Advocated for greater stability in college athletics while protecting opportunities and resources for student-athletes, including those participating in non-revenue-generating sports.

U.S. Senate Commerce Committee Roundtable
Washington, D.C.







Strategic Impact: Elevates Texas Southern University's voice in federal policy discussions affecting student-athletes, institutional resources, and the future of collegiate athletics.

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President J.W. Crawford III

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TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Board Business

ITEM: Request Approval of Past Board of Regents Meeting Minutes

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

- Standing Committee/Regular Meeting on April 16, 2026
- Board of Regents Retreat on April 25, 2026
- Hybrid Special Called Meeting on May 26, 2026
- Hybrid Special Called Meeting on June 25, 2026
- Board of Regents Retreat on July 18, 2026
- Hybrid Special Called Meeting on August 19, 2026
- Hybrid Special Called Meeting on August 28, 2026

SUPPORTING DOCUMENTATION: Draft Minutes

FISCAL NOTE: No Fiscal Impact

ACTION REQUESTED: Approval

James M Benham

9/1/26

BOARD CHAIR James M. Benham **DATE**

MINUTES OF THE
TEXAS SOUTHERN UNIVERSITY BOARD OF REGENTS
STANDING COMMITTEES/ REGULAR BOARD MEETING
Thursday, April 16, 2026

- **Call to Order**

  The Board of Regents of Texas Southern University held a Standing Committees and Regular Board meeting on Thursday, April 16, 2026. Mr. James M. Benham, Chairman of the Board, called the meeting to order at 8:02 A.M. The meeting convened at Texas Southern University, Library Learning Center, 3100 Cleburne Street, Houston, Texas 77004.

- **Roll Call**

  The following Board Members were in attendance and constituted a quorum:

  Mr. James M. Benham, *Chairman*
  Mr. Lauren A. Gore, *Vice Chair*
  Dr. Richard A. Johnson, *Second Vice Chair*
  Ms. Marilyn A. Rose, *Secretary*
  Ms. Paloma Z. Ahmadi
  Ms. Caroline Baker Hurley
  Mr. Benjamin H. Proler
  Ms. Alithea Z. Sullivan
  Mr. Kohl E. Crawford, Student Regent, *nonvoting*

  Other Attendees: President J.W. Crawford III, Matthew Bauder (Virtual), Malachi Bird, Cassandra Black, Donovan Brooks, Joan Bullock, Thomas Cleven, Raijanel Crockem, Willie Davis, Clyde Duncan, Carl Goodman, Daniel Graves, Carmon Nelson Grimes, Tristan Ham, Albert Herd, Yokika Hornsby ,Victor Ihezukwu, Zion Ikuku, Melanie Jackson, Paula Jackson, Donyea Jarmon, Moriah Johnson, Kacy Kincade, Anthony Momon, Tamyiah Nielson, Fallon Perkins, John Pittman, Abdul Raman, Zyias Richards, Faith Ruiz, Rodney Smith, Mark Weatherspoon, James White

- **Prayer**

  Chairman Benham invited Regent Johnson to introduce Pastor Willie Davis to deliver a prayer. Regent Johnson introduced Pastor Willie Davis, who then proceeded to pray.

- **Board Business**

- Item 1. Presentation of a Proclamation honoring former Regent Brandon L. Simmons

  Chairman Benham addressed the Board Business agenda item regarding the proclamation honoring former Regent Brandon L. Simmons and noted that the item would be taken up later when Regent Simmons joined the meeting.

- **Conflict of Interest**

  Chairman Benham addressed the matter of conflicts of interest and inquired whether any Board member had a conflict of interest to disclose regarding an item on the agenda. No conflicts were disclosed, and the Chairman proceeded with the agenda.

- **Open Forum**

  Chairman Benham opened the floor to individuals who signed up to participate in Open Forum. He summarized the Open Forum rules and procedures, noting that the procedures are intended to comply with state law and the Board's Bylaws. He also reminded speakers to maintain respectful decorum.

  The following individuals participated in the Open Forum:

  - Tamyiah Nielson, Student Government Association (SGA), President
    - Ms. Nielsen provided an update on her recent election as 79th SGA president, highlighting a student election that doubled in participation and reflected increased student engagement. She noted that students are actively expressing their expectations and holding leadership accountable. She also announced collaboration with the President's Cabinet to sustain momentum and advance shared goals ahead of the university's upcoming centennial year.
  - Victor Ihezukwu, Chair of Staff Council
    - Mr. Ihezukwu provided updates on recent staff engagement efforts, highlighting a town hall meeting with Dr. Smith on the ASCEND 2030 strategic plan. He announced monthly general staff meetings and the launch of staff recognition initiatives such as the Tiger Awards and the service recognition brunch. Lastly, he emphasized his continued advocacy for the University's transition from a tuition reimbursement program to a tuition waiver program for staff to better support staff development.
  - Yokika Hornsby, Community Member/Houston Resident
    - Ms. Hornsby expressed concerns regarding transparency, communication, and lack of inclusion in decision making. She raised concern regarding campus infrastructure, staffing shortages, and event accessibility. Ms. Hornsby emphasized the need for improved trust and prioritization of student, alumni, and stakeholder needs.
  - Joan Bullock, Professor of Law, Thurgood Marshall School of Law
    - Dr. Bullock spoke on behalf of the law faculty, emphasizing a desire for collaboration with university leadership. She noted that the faculty

submitted a written memorandum requesting the board's review. Dr. Bullock highlighted that key law school positions remain unfilled due to lack of authorization. She urged faculty to have a voice in decision making.

- Thomas Cleven, Faculty, Thurgood Marshall School of Law
  - Waived time to speak.

- Dr. Edieth Wu
  - Waived time to speak.

- **President's Report**

  - The President provided an update on Texas Southern University's response to the State Auditor's report, outlining continued progress across six audit findings and reaffirming the university's focus on strengthening institutional operations and compliance. He noted that the Board established an ad hoc Audit Response Committee to oversee corrective actions and accelerate implementation. Since February, progress has increased across all areas. He emphasized ongoing improvements to asset management and the university's commitment to weekly public updates. He noted that Dr. Rodney Smith (Interim Sr. VP/ CAO) is leading implementation efforts of the strategic and master plan to ensure measurable outcomes across student and academic success, operational excellence, and technology advancement.

  - In addition to operational updates, the President recognized key achievements across athletics, academics, and student leadership. He honored Coach Johnny Jones for his tenure as head men's basketball coach, highlighted the debate team's national success, and recognized student leaders, including the newly appointed SGA president and Mr. and Miss TSU. He also emphasized academic and research accomplishments, including a national conference hosted by the College of Pharmacy and research contributions in nuclear physics. The report highlighted student programs such as the Navy-funded Fresh Start STEM initiative and concluded with institutional advancements, including the launch of a new aviation facility at the Houston Spaceport and partnerships with military leaders. These efforts reinforced the university's commitment to academic excellence, student success, and expanded opportunities in emerging fields.

The Board entered Executive Session at 9:04 A.M. to discuss specific matters identified in the Executive Session portion of the agenda for this meeting and authorized under Texas Government Code. The Executive Session matters were heard pursuant to the following Texas Government Code provisions identified on the posted agenda: Section 551.071, consultation with attorney; Section 551.072, deliberation regarding real

property; Section 551.073, deliberation regarding prospective gifts or donations; and Section 551.074, personnel matters.

The Board reconvened in Open Session at 10:06 A.M. Faith Ruiz presented roll call and reconfirmed the presence of a quorum. The following Board members were present:

Mr. James M. Benham, *Chairman*
Mr. Lauren A. Gore, *Vice Chair*
Dr. Richard A. Johnson, *Second Vice*
Ms. Marilyn A. Rose, *Secretary*
Ms. Paloma Ahmadi
Ms. Caroline Baker Hurley
Mr. Benjamin H. Proler
Ms. Alithea Sullivan
Mr. Kohl E. Crawford, Student Regent, *nonvoting*

- **Board Business**

Item A: Request Approval to Award an Honorary Doctorate to Admiral James Stavridis, US Navy (Retired)
The Board acted on a request to award an honorary doctorate to Admiral James Stavridis, U.S. Navy (Retired). A motion was made by Chairman Benham and seconded by Regent Baker Hurley to approve the honorary degree as presented. Following discussion, including concern regarding whether the nomination met established criteria, the motion passed by a vote of 7-1, with one member opposed and no abstentions.

- **Consent Docket**

- Item A: Request Approval of Past Board of Regents Meeting Minutes

  Action Requested: Approval

- Item B: Request Approval of Contract Extension for Information Technology Staff Augmentation Services

  Action Requested: Approval

- Item C: Request Approval to Negotiate and Execute a Network Services Agreement

  Action Requested: Approval

- Item D: Request Approval to Negotiate and Execute Cellular Services (New Contract)

  Action Requested: Approval

- Item E: Request for Approval to Negotiate and Execute the Renewal of Adobe Software Licenses

  Action Requested: Approval

- Item F: Request Approval to Negotiate and Execute Renewal of Ellucian Banner Software, Hosting, and Platform Services (HOSAL)

  Action Requested: Approval

- Item G: Request Approval to Negotiate and Execute Agreements for Equipment and Services

  Action Requested: Approval

- Item H: Request Approval to Negotiate and Execute Contracts for Summer Housing Make-Ready Services (New Contracts)

  Action Requested: Approval

- Item I: Request Approval to Negotiate and Execute a Master Lease Agreement for Student Housing (New Contract)

  Action Requested: Approval

- Item J: Request Approval of Student Accounts Receivable Write-off

  Action Requested: Approval

- Item K: Request Approval of a New PhD Program in Computational Science from the Department of Computer Science within the College of Science, Engineering & Technology

  Action Requested: Approval

- Item L: Request Approval to Create an Evaluation Certificate Program in the Department of Social Work within the College of Liberal Arts & Behavioral Sciences

  Action Requested: Approval

- Item M: Request Approval of Participation in EAB's (Education Advisory Board) Inaugural Re-Enrolling Stopout Students Initiative

  Action Requested: Approval

- Item N: Request Approval of the Texas Southern University Fiscal Year 2027 Holiday Calendar

  Action Requested: Approval

- Item O: Request Approval to Negotiate and Execute a Contract for Waste Disposal Services (New Contract)

  Action Requested: Approval

- Item P: Request Approval to Negotiate and Execute a Construction Manager-at-Risk (CMAR) Services Contract (New Contract)

  Action Requested: Approval

  [The Board reviewed the consent docket, which included items 8A through 8P. A motion to approve the consent docket was made by Chairman Benham and seconded by Regent Johnson. The motion passed unanimously.]

- **Administration and Finance Committee - Regent Lauren A. Gore**

  Mr. John Pittman, Interim Chief Financial Officer and Vice President of Business & Administration presented the following items for approval and/or an informational update:

  - Item A: Administration and Finance Information Updates:

  Mr. John Pitman presented administration and finance informational updates, including interim financial reports and a cash forecast outlining expected revenues and expenditures. He reported a $15 million reimbursement from Higher Education Emergency Relief Fund (HEERF) funds. He explained seasonal revenue trends driven by tuition cycles, noting that tuition revenue was slightly ahead of the prior year while housing revenue was down because one facility was offline. He confirmed that the university is on track at the midpoint of the fiscal year. He also provided an overview of the FY27 budget development process, emphasizing increased departmental involvement, strategic planning, and upcoming capital projects.

  - Item B: Endowment Performance & Update (February 2026)

  Atlanta Consulting Group (ACG) provided a quarterly update on the university's endowment and investment portfolio, reporting strong market performance and continued growth. The portfolio reached approximately $128.2 million in February with a temporary market decline in March, followed by a full recovery to about $128.7 million. The portfolio returned approximately 5% net of fees year to date and remains well diversified across domestic and international equities, fixed income, and alternative investments. ACG highlighted strong performance among small cap managers, stability within private credit investments, and resilience amid market volatility.

- **Development and Legislative Affairs Committee - Regent Richard Johnson**

  Dr. James White, Vice President of Government Affairs and Civic Engagement, presented the following items for approval and/or information:

  - Item A: Legislative Affairs Informational Updates:

Dr. White provided an overview on rule and statutory implementation following recent higher education legislation, as well as updates from the Texas Higher Education Coordinating Board. Dr. White highlighted statewide data initiatives such as the Texas Talent Trajectory (T3) system, transfer student policy discussions, and ongoing rulemaking impacting higher education institutions. He also discussed the current fiscal and political environment, noting modest state revenue growth and continued emphasis on affordability as a key public concern influencing higher education funding decisions. Additional discussions included preliminary considerations for the upcoming Legislative Appropriations Request (LAR), including potential funding priorities such as law school facility needs and long-standing non-formula support items. The presentation also included updates on Navy Fleet Week engagement activities at Texas Southern University.

- **Academic Affairs, Research and Student Life Committee - Regent Marilyn A. Rose**

Dr. Carl Goodman, Provost/Senior Vice President of Academic Affairs, presented the following items for approval and/or information:

- Item A: Request Approval of the General Education Core Curriculum for Texas Southern University

  The Board approved the annual General Education Core Curriculum for Texas Southern University in accordance with Senate Bill 37 and Section 51.315 of the Texas Education Code. Dr. Goodman noted that no changes to the University's established core curriculum were recommended at this time and clarified that this item did not constitute the required five-year comprehensive review of the curriculum.

  [A motion to approve the General Education Core Curriculum was made by Regent Rose, and seconded by Regent Proler. The motion passed unanimously.]

- Item B: Student Enrollment Trends

  Dr. Raijanel Crockem provided an update on Texas Southern University's student enrollment trends, including spring and fall enrollment patterns, student subgroup data, and historical context. She reported that spring enrollment stands at approximately 8,240 students, reflecting a slight increase from the prior year. She highlighted continued incremental increases in fall enrollment, including growth in transfer students, and provided subgroup data on first time freshmen, international students, and veteran populations. She also reviewed retention and

graduation outcomes, noting approximately 1375 to 1400 graduates and ongoing efforts to improve persistence and reduce attrition through enhanced student support strategies.

- **Physical Facilities & Real Estate Committee - Regent Ben Proler**

Ms. Melanie Jackson, Senior Associate Vice President of Operations and Procurement, presented the following informational item:

- Item A: Landscaping Services Informational Update

  The Board received an update regarding the completion of the solicitation process for campus landscaping services. Superior Lawn Care was selected as the University's new landscaping services vendor after being identified as the top rated and lowest cost respondent. The updated bid also included additional services for the campus hangar. Supporting bid information and respondent details were provided in the board packet for review.

- **Audit and Compliance - Regent Sullivan**

Mr. Daniel Graves, Audit Executive with Weaver, presented the following item for approval:

- Item A: Request Approval for Updated Fiscal Year 2026 Internal Audit Plan

  The Board approved the updated fiscal year 2026 internal audit plan, which included separating the procurement card review into its own discrete report, separate from the broader procurement process and compliance audit. Management also requested the inclusion of an audit focused on invoice prompt payment procedures. The new audit was added without increasing the overall cost of the audit plan. Upon Board approval, the updated plan will be filed with the State Auditor's Office in accordance with the Texas Internal Audit Act.

  [A motion to approve the Updated Fiscal Year 2026 Internal Audit Plan was made by Regent Sullivan and seconded by Regent Johnson. The motion passed unanimously.]

- **Athletics - Regent Caroline Baker Hurley**

Dr. Paula Jackson, Interim Athletics Director, presented the following item for information:

- Item A: Athletics Key Highlights Information:

Dr. Paula Jackson recognized student athletes and coaching staff for outstanding athletic achievements. The men's indoor track and field team was recognized for winning the

conference championship for the third consecutive year. Coach Duncan was also acknowledged as an 11-time Coach of the Year. This presentation featured coaches and student athletes being introduced publicly in recognition of their accomplishments and contributions to the university's athletic success.

- **Adjourn**

With no further business pending before the Board, a motion to adjourn was made by Chairman Brenham and seconded by Regent Proler. The motion passed unanimously, and the meeting adjourned at 11:05 A.M.

All supporting materials for informational and action items presented during this meeting are available on the public posting here.

A video recording of this meeting is available here.

SIGNATURE OF APPROVAL

I certify that the foregoing minutes constitute a true, correct, and complete record of the Regular Board Meeting of the Board of Regents of Texas Southern University held in Houston, Texas on April 16, 2026.

Faith Ruiz
Executive Director
Board Relations Office

Date Approved by the Board

Marilyn A. Rose
Secretary
Board of Regents

MINUTES OF THE
TEXAS SOUTHERN UNIVERSITY BOARD OF REGENTS
RETREAT
SATURDAY, April 25, 2026

I. Call to Order

The Texas Southern University Board of Regents held a Retreat on Saturday, April 25, 2026. Mr. James Benham, Chairman of the Board, called the meeting to order at 8:15 A.M. The meeting convened at The Lone Star Flight Museum, 11551 Aerospace Avenue, Houston, Texas 77034.

II. Roll Call

The following Board Members were in attendance and constituted a quorum:

Mr. James M. Benham, Chairman
Mr. Lauren A. Gore, Vice Chair
Dr. Richard A. Johnson, Second Vice Chair
Ms. Caroline Baker Hurley
Mr. Benjamin H. Proler
Ms. Alithea Z. Sullivan
Mr. Kohl E. Crawford, Student Regent, *nonvoting*

The following Board Member was absent:

Ms. Marilyn A. Rose, Secretary

Other Attendees: President J.W. Crawford III, Raijanel Crockem, Carl Goodman, Daniel Graves, Melanie Jackson, Michelle John, Erin Machac, Lisa McBride, Faith Ruiz, Rodney Smith, and James White

III. Conflict of Interest Statement

Chairman Benham addressed the matter of conflicts of interest and inquired whether any Board member had a conflict of interest to disclose regarding an item on the agenda. No conflicts were disclosed, and the Chairman proceeded with the agenda.

IV. Board Business

Chairman Benham presented the following item for approval:

A. Request Approval of the Memorandum of Understanding between Texas Southern University and the Texas Southern University Foundation.

Chairman requested Ms. Lisa McBride to report on this item. Ms. McBride reported to the Board of Regents on the proposed renewal of the support organization agreement of Texas Southern University (TSU) and the TSU Foundation, which continues to define the roles, responsibilities, and duties of both entities in alignment with the Texas Government Code Section 2255 and Board Policy 32.06. She explained that the agreement reaffirms the Foundation's exclusive purpose of supporting the University and establishes a clear framework for fundraising, gift management, disbursements, investment and spending

policies, financial reporting, independent audits, conflict of interest management, donor intent protection, use of the University's name and trademarks, coordination with University Advancement, and procedures for termination and transition if necessary, while recognizing the Foundation as a separate legal entity and ensuring transparency and accountability through regular reporting, communication, and audit access to the University and its Board of Regents.

Chairman Benham noted the agreement's requirement that Regent and University officials serving on the Foundation's Board as ex officio members make the same financial commitment to the Foundation as other Foundation Board members.

Before concluding the discussion on the agreement, the Board entered into executive session.

V. Executive Session[1]

The Board entered Executive Session at 8:29 A.M. to discuss specific matters listed in the Executive Session portion of the posted agenda and in accordance with Sections 551.071 through 551.074 of the Texas Government Code. No final action, decision, or vote was taken in Executive Session.

Texas Government Code - Section 551.071 - Consultation with University Attorneys on any matter in which the duty of the attorneys to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, including any matter listed on this notice/agenda, pending or contemplated litigation, and proposed settlement agreements.

Texas Government Code - Section 551.072 - Deliberations concerning Purchase, Lease or Value of Real Property.

Texas Government Code - Section 551.073 - Deliberations about Negotiated Contracts for Prospective Gifts or Donations.

Texas Government Code - Section 551.074 – Personnel Matters: Deliberations Concerning the Appointments, Employment, Compensation, Duties, Responsibilities, Evaluations and/or Dismissal of Personnel (including but not limited to the Regents, President, General Officers, and Executive Management Employees)

VI. Reconvene in Open Session and Roll Call

The Board reconvened in Open Session at 10:01 A.M. Ms. Faith Ruiz presented roll call and reconfirmed the presence of a quorum. The following Board members were present:

[1] The numbering from this point on reflects the order in which the Board took items at the meeting, not the order in which they are listed on the posted agenda.

The following Board Members were in attendance and constituted a quorum:

Mr. James M. Benham, Chairman

Mr. Lauren A. Gore, Vice Chair

Dr. Richard A. Johnson, Second Vice Chair
Ms. Caroline Baker Hurley
Mr. Benjamin H. Proler
Ms. Alithea Z. Sullivan
Mr. Kohl E. Crawford, Student Regent, *nonvoting*

The following Board Member was absent:

Ms. Marilyn A. Rose, Secretary

Chairman Benham continued with the agenda having Ms. Lisa McBride complete her report on the Memorandum of Understanding between Texas Southern University and the Texas Southern University Foundation .

[A motion to approve the memorandum of understanding, as presented, was made by Chairman Benham and seconded by Regent Baker Hurley. The motion passed unanimously.]

VII. Welcome Remarks

Chairman Benham provided welcoming remarks to the retreat and thanked everyone for taking time out of the weekend to dedicate to these important topics and highlighted the location was intentional since it overlooked the new Texas Southern University hangar and the retreat would conclude with a ribbon ceremony. He informed the regents of the two major steps that would take place, including the President's report as well as the report from Internal Audit.

VIII. President's Report

President Crawford opened his University Overview report with a discussion of the Economic Impact Study and then invited members of the administration to provide updates.

He first recognized Dr. Carl Goodman, Provost, and Dr. Raijanel Crockem, who presented on key areas including University Student Advancement, student success metrics, and the year-end review. She also outlined strategic planning priorities, with a focus on Student Achievement & Outcomes and Academic & Research Innovation.

Dr. Rodney Smith, Chief Administrative Officer, provided an update on the Integrated Strategic Plan Implementation Guide for 2025–2030.

Dr. Michelle John followed with a report on university research and innovation.

Ms. Melanie Jackson and Mr. Erin Machac presented an overview of the Campus Master Plan.

Dr. James White completed the administrative reports with an update on the 90th Legislative Appropriations requests.

Chairman Benham concluded the retreat by referencing Dr. Merline Pitre's book, *Born to Serve*, emphasizing the importance of learning from history and imploring attendees to take an active role in ensuring that past challenges are not repeated.

He then invited each Board member, along with President Crawford, to share their goals or passion projects for the next twelve months, reflect on any topics they wished had been addressed, and express what they were most excited about moving forward. A common theme emerged, with members expressing great enthusiasm for initiatives centered on student success. Several participants noted that this retreat was among the most productive they had experienced.

IX. Audit Response Committee (Ad Hoc)

Regent Lauren A. Gore presented the following item for information:

Item A. Audit Response Committee Updates

Regent Gore provided an update on the activities and work of the Audit Response Committee (Ad Hoc). The presentation included updates regarding the Committee's ongoing efforts to address audit-related matters and monitor the University's response to audit findings.

X. Audit & Compliance Committee

Mr. Daniel Graves, Audit Executive, presented the following item for information:

Item A. Effective Use of Internal & External Audit by Board

Mr. Graves discussed the effective use of internal and external audit functions by the Board. The presentation addressed the role of audit in providing oversight, identifying areas of risk, monitoring compliance, and supporting accountability and continuous improvement.

XI. Adjourn

With no further business pending before the Board, Chairman Benham moved to adjourn the meeting. Regent Baker Hurley seconded the motion. The motion passed unanimously, and the meeting was adjourned at 2:56 P.M.

All supporting materials for informational and action items presented during this meeting are available on the public posting here.

SIGNATURE OF APPROVAL

I certify that the foregoing minutes constitute a true, correct, and complete record of the Texas Southern University Board of Regents Retreat, held in Houston, Texas on April 25, 2026.

Faith Ruiz
Executive Director
Office of Board Relations

Date Approved by the Board

Marilyn A. Rose
Secretary
Board of Regents

MINUTES OF THE
TEXAS SOUTHERN UNIVERSITY BOARD OF REGENTS
HYBRID SPECIAL CALLED BOARD MEETING
Tuesday, May 26, 2026

I. Call to Order

The Board of Regents of Texas Southern University held a Special Called Board meeting on Tuesday, May 26, 2026. Chairman James M. Benham called the meeting to order at 1:34 P.M. The meeting convened at Texas Southern University, Library Learning Center, 3100 Cleburne Street, Houston, Texas 77004.

II. Roll Call

The following Board Members were in attendance and constituted a quorum:

Mr. James M. Benham, Chairman
Dr. Richard A. Johnson, Second Vice Chair
Ms. Marilyn A. Rose, Secretary, *virtual*
Ms. Paloma Z. Ahmadi, *virtual*
Mr. Ben H. Proler,
Ms. Alithea Z. Sullivan, *virtual*

The following Board Members were absent:

Mr. Lauren A. Gore
Ms. Caroline Baker Hurley
Mr. Kohl E. Crawford, Student Regent, *nonvoting*

[Ms. Faith Ruiz presented roll call and confirmed the presence of a quorum.]

Other Attendees: President James Crawford, Cynthia Buckley, Racquel Dorsey, Carl Goodman, Lisa McBride, Charlie Nhan, John Pittman, Faith Ruiz, Rodney Smith, Ricky Strauss

III. Conflict of Interest Statement

Chairman Benham addressed the matter of Conflict of Interest with the Board members, inquiring if any member had a conflict of interest to disclose regarding the items on today's agenda. Observing no such disclosures, he proceeded with the agenda.

IV. Executive Session

The Board entered Executive Session for a discussion on specific matters as outlined in the Executive Session portion of the agenda for this meeting in accordance with the Texas Government Code, Sections 551.071 through 551.074 at 1:35 P.M.

V. Reconvene in Open Session to Consider Actions on Executive Session Items as Necessary

The meeting was called back to order at 2:30 P.M.
The following Board Members were in attendance and constituted a quorum:

Mr. James M. Benham, Chairman
Dr. Richard A. Johnson, Second Vice Chair
Ms. Marilyn A. Rose, Secretary, *virtual*
Ms. Paloma Z. Ahmadi, *virtual*
Mr. Ben H. Proler,
Ms. Alithea Z. Sullivan, *virtual (departed the meeting at 3:01 P.M.)*

The following Board Members were absent:

Mr. Lauren A. Gore
Ms. Caroline Baker Hurley
Mr. Kohl E. Crawford, Student Regent, *nonvoting*

[Ms. Faith Ruiz presented roll call and reconfirmed the presence of a quorum.]

VI. Board Business

Chairman Benham presented the following item for approval:

- VI.A. Request Approval for the Fiscal Year 2027 Board of Regents Meeting Calendar

Chairman Benham presented the proposed Fiscal Year 2027 Board of Regents Calendar that consists of a revised meeting schedule designed to provide greater clarity, reduce staff workload during student return periods, and allow for more substantive discussions with more accurate census data. The proposed schedule includes four regular board meetings that will be held two in the spring and two in the fall. The Board of Regents Retreats will be scheduled for January and July. The motion, as presented, was moved for approval.

[Motion to approve by Chairman Benham, Seconded by Regent Johnson; Motion passes unanimously.]

VII. Administration and Finance Committee

Mr. John Pittman, Interim Chief Financial Officer and Vice President of Business & Administration, presented the following items for approval:

- Item A. Fiscal Year 2027 Operating Budget Workshop

Mr. Pittman presented the Fiscal Year 2027 Operating Budget Workshop as an informational item and provided an overview of the proposed operating budget, including projected revenue increases from enrollment and tuition, state appropriations, capital expenditures, deferred maintenance projects, and planned budget adjustments to achieve a balanced financial position. He also highlighted enrollment projections, anticipated cash flow trends, higher education assistance funding, and strategic cost saving measures under consideration.

[No action taken: Item presented for informational purposes only]

- Item B. Request Approval to Award a Contract for Unarmed Security Officer Services for On-Campus and Off-Campus Residential Facilities

  Mr. Pittman requested approval to continue unarmed security officer services for on-campus and off-campus residential facilities following the university's expansion of off-campus housing accommodations for students. The contract renewal would provide continued security coverage for students residing in those facilities.

  [Motion to approve by Regent Proler, Seconded by Regent Johnson; Motion passes unanimously.]

- Item C. Request Approval to Amend the Existing Contract for Shuttle Bus Services

  Mr. Pittman requested approval to amend the existing contract for shuttle bus services to continue transportation services for students traveling to and from campus throughout the week.

  [Motion to approve by Regent Proler, Seconded by Chairman Benham; Motion passes unanimously.]

- Item D. Request Approval to Negotiate and Execute a Contract with an Investment Management Firm

  Regent Proler announced that this item was pulled by Administration for further consideration by the committee before making a recommendation to the board.

  [No action taken]

VIII. Academic Affairs, Research and Student Life Committee

Dr, Carl Goodman, Provost and Senior Vice President of Academic Affairs, & Mr. Ricky Strauss, Dual Credit Coordinator and Advisor, presented the following item for approval:

- Item A. Request Approval of an Interlocal Agreement Between Texas Southern University and the Houston Independent School District for a Dual Enrollment Partnership

  Dr. Goodman requested approval to enter an interlocal agreement between Texas Southern University and the Houston Independent School District to establish a dual enrollment partnership beginning in Fall 2026. The partnership will expand access to college level coursework for eligible high school students while creating academic and workforce pathways aligned with high demand industries. This agreement outlines collaboration related to student enrollment, instructional delivery, academic support services, data sharing, and program effectiveness. Dr. Goodman also highlighted the pilot partnership with Sterling high School and future expansion efforts with Yates High School through the FAST program.

  [Motion to approve by Regent Rose, Seconded by Regent Johnson; Motion passes unanimously.]

IX. Personnel and Litigation Committee

Dr. Cynthia Buckley, Senior Associate Vice President of Human Resources, presented the following items for approval:

- Item A. Request Approval of the Appointment of Dr. David Rodney Smith as Senior Vice President and Chief Administrative Officer

  Dr. Buckley requested approval for the appointment of Dr. David Rodney Smith as Senior Vice President and Chief Administrative Officer. Dr. Smith's qualifications and extensive experience in higher education leadership and administration were presented. Chairman Benham expressed support for Dr. Smith's leadership, professionalism, and commitment to the university.

  [Motion to approve by Regent Ahmadi, Seconded by Chairman Benham; Motion passes unanimously.]

- Item B. Request Approval of the Appointment of Mr. J'Maine Chubb as Vice President and Chief Financial Officer

  Dr. Buckley requested approval for the appointment of Mr. J'Maine Chubb as Vice President and Chief Financial Officer. Mr. Chubb's extensive financial experience across transit, aviation, infrastructure, and private sector organizations was highlighted. He also has expertise in financial transformation, governance, and capital management. President Crawford addressed concerns regarding Mr. Chubbs lack of Higher Education background and emphasized the value of bringing experienced talent from outside of the

higher education sector to strengthen the university's financial operations and strategic management.

[Motion to approve by Regent Ahmadi, Seconded by Chairman Benham; Motion passes unanimously.]

X. Adjourn

With no further business pending before the Board, a motion to adjourn was made by Chairman Benham at 3:10 P.M.; Seconded by Regent Johnson; Motion passed unanimously.

All supporting materials for informational and action items presented during this meeting are available on the public posting and at the following link: https://meetings.boardbook.org/Public/Agenda/2066?meeting=746429

A video recording of this meeting is available here.

SIGNATURE OF APPROVAL

I certify that the foregoing minutes constitute a true, correct, and complete record of the Special Called Board meeting of the Board of Regents of Texas Southern University held in Houston, Texas on May 26, 2026.

Faith Ruiz
Executive Director
Board Relations Office

Date Approved by the Board

Marilyn A. Rose
Secretary
Board of Regents

MINUTES OF THE
TEXAS SOUTHERN UNIVERSITY BOARD OF REGENTS
HYBRID SPECIAL CALLED BOARD MEETING
Thursday, June 25, 2026

I. Call to Order

The Board of Regents of Texas Southern University convened a Hybrid Special Called Board meeting on Wednesday, June 25, 2026, at 8:00 A.M. at Texas Southern University, Library Learning Center, 3100 Cleburne Street, Houston, Texas 77004. One or more Regents participated by videoconference. Vice Chair Lauren A. Gore was physically present at the meeting location open to the public, served as presiding officer, and called the meeting to order.

II. Roll Call

The following Board Members were in attendance and constituted a quorum:

Mr. Lauren Gore, Vice Chair
Dr. Richard A. Johnson, Second Vice Chair
Ms. Marilyn A. Rose, Secretary, *virtual*
Ms. Paloma Z. Ahmadi, *virtual*
Ms. Caroline Baker Hurley, *virtual*
Mr. Ben H. Proler, *virtual*
Ms. Alithea Z. Sullivan, *virtual*

The following Board Members were absent:

Mr. James M. Benham, Chairman
Mr. Joseph Carter, Student Regent, *nonvoting*

[Ms. Faith Ruiz presented roll call and confirmed the presence of a quorum.]

Other Attendees: President James Crawford *virtual*, Racquel Dorsey, Lisa McBride *virtual*, Charlie Nhan, Faith Ruiz

III. Conflict of Interest Statement

Regent Gore addressed the matter of Conflict of Interest with the Board members, inquiring if any member had a conflict of interest to disclose regarding the items on today's agenda. Observing no such disclosures, he proceeded with the agenda.

IV. Executive Session

The Board convened in Executive Session at 8:02 A.M. to discuss matters listed on the Executive Session portion of the posted agenda and to consult with legal counsel regarding pending litigation and settlement matters, pursuant to Texas Government Code Section 551.071. No final action, decision, or vote was taken in Executive Session.

V. Reconvene in Open Session to Consider Actions on Executive Session Items as Necessary

The Board reconvened in open session at 8:33 A.M. Ms. Faith Ruiz presented roll call and reconfirmed the presence of a quorum. The following Board members were present:
Mr. James M. Benham, Chairman, *virtual*
Mr. Lauren Gore, Vice Chair
Dr. Richard A. Johnson, Second Vice Chair
Ms. Marilyn A. Rose, Secretary
Ms. Paloma Z. Ahmadi, *virtual*
Ms. Caroline Baker Hurley, *virtual*
Mr. Ben H. Proler, *virtual*
Ms. Alithea Z. Sullivan, *virtual*

The following Board Members were absent:

Mr. Joseph Carter, Student Regent, *nonvoting*

[Ms. Faith Ruiz presented roll call and reconfirmed the presence of a quorum.]

VI. Board Business

Regent Gore presented the following item for approval:

- VI.A. Consider terms of proposed settlement in the lawsuit styled as *Donna Harmon vs. Texas Southern University; Cause No.: 2020-27180; In The 270th Judicial District Court, Harris Co., Texas*.

  Regent Gore stated that the Board would consider action on items discussed during Executive Session. Regent Gore presented the agenda item regarding proposed settlement terms in the lawsuit styled *Donna Harmon v. Texas Southern University*, Cause No. 2020-27180, pending in the 270th Judicial District Court of Harris County, Texas, and moved that the Board approve the proposed settlement terms, consistent with the discussion in Executive Session. The motion was seconded by Regent Johnson. The motion passed unanimously by the Regents present and voting.

- VI.B. Consider terms of proposed settlement in the lawsuit styled as Mary Young vs. Texas *Southern University; Cause No.: CV-04:23-03888; In The U.S. District Court for the Southern District, Houston Division*.

  Regent Gore presented the agenda item regarding proposed settlement terms in the lawsuit styled *Mary Young v. Texas Southern University*, Cause No. CV-04:23-03888,

pending in the United States District Court for the Southern District of Texas, Houston Division. Regent Gore moved that the Board approve the requested settlement authority consistent with the discussion in Executive Session, with any written settlement agreement to be presented to the Board prior to execution. The motion was seconded by Regent Johnson. The motion passed unanimously by the Regents present and voting.

VII. Adjourn

With no further business pending before the Board, Regent Gore moved to adjourn the meeting at 8:36 A.M. Regent Johnson seconded the motion. The motion passed unanimously, and the meeting was adjourned at 8:36 A.M.

All supporting materials for informational and action items presented during this meeting are available on the public posting and at the following link: https://meetings.boardbook.org/Public/Agenda/2066?meeting=752347

A video recording of this meeting is available here.

SIGNATURE OF APPROVAL

I certify that the foregoing minutes constitute a true, correct, and complete record of the Special Called Board meeting of the Board of Regents of Texas Southern University held in Houston, Texas on June 25, 2026.

Faith Ruiz
Executive Director
Board Relations Office

Date Approved by the Board

Marilyn A. Rose
Secretary
Board of Regents

MINUTES OF THE
TEXAS SOUTHERN UNIVERSITY BOARD OF REGENTS
RETREAT
Saturday, July 18, 2026

I. Call to Order

The Texas Southern University Board of Regents held a Retreat on Saturday, July 18, 2026. Mr. James Benham, Chairman of the Board, called the meeting to order at 8:20 A.M. The meeting convened at One Emancipation Center, 3131 Emancipation Avenue, Houston, Texas 77004.

II. Roll Call

The following Board Members were in attendance and constituted a quorum:
Mr. James M. Benham, Chairman
Mr. Lauren A. Gore, Vice Chair
Ms. Paloma Z. Ahmadi
Ms. Caroline Baker Hurley
Mr. Benjamin H. Proler, *virtual*
Ms. Alithea Z. Sullivan

The following Board Members were absent:

Dr. Richard A. Johnson, Second Vice Chair
Ms. Marilyn A. Rose, Secretary
Mr. Joseph V. Carter, Student Regent, *nonvoting*

Other Attendees: President J.W. Crawford III, Juan Alexander, J'Maine Chubb, Charlie Coleman, Raijanel Crockem, Racquel Dorsey, Carl Goodman, Daniel Graves, Melanie Jackson, Paula Jackson, Michelle John, Sean Martin, Lisa McBride, Ronald McKinley (virtual), Clyde McNeil, Faith Ruiz, Benjamin Sley, Rodney Smith, James White

III. Conflict of Interest Statement

Chairman Benham addressed the matter of Conflict of Interest with the Board members, inquiring if any member had a conflict of interest to disclose regarding the items on today's agenda. Observing no such disclosures, he proceeded with the agenda.

Chairman Benham disclosed that he had multiple tangential relationships associated with a particular agenda item and stated that he would recuse himself from consideration and voting on that item. Chairman Benham further stated that Regent Gore would preside over the consideration and vote on the item in his absence. Chairman Benham confirmed that he had completed the applicable conflict of interest form and submitted it to the Board Relations Office.

Regent Gore thanked Chairman Benham for his transparency and stated that the disclosed conflicts of interest had been noted and that the necessary steps would be taken to ensure the matter is handled appropriately.

IV. Executive Session

The Board entered Executive Session at 8:22 A.M. for a discussion on specific matters as outlined in the Executive Session portion of the agenda for this meeting and in accordance with the following Sections of the Texas Government Code:

Texas Government Code - Section 551.071 - Consultation with University Attorneys on any matter in which the duty of the attorneys to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, including any matter listed on this notice/agenda, pending or contemplated litigation, and proposed settlement agreements.

- Consider the Proposed Settlement Agreement in the Lawsuit styled as *Mary Young vs. Texas Southern University*; Cause No.: CV-04:23-03888; in the U.S. District Court for the Southern District, Houston Division

Texas Government Code - Section 551.072 - Deliberations concerning Purchase, Lease or Value of Real Property.

- Consider Request for Approval to Pursue Strategic Real Estate Acquisitions for the Expansion of Thurgood Marshall School of Law

Texas Government Code - Section 551.073 - Deliberations about Negotiated Contracts for Prospective Gifts or Donations.

Texas Government Code - Section 551.074 - Personnel Matters: Deliberations Concerning the Appointments, Employment, Compensation, Duties, Responsibilities, Evaluations and/or Dismissal of Personnel (including but not limited to the Regents, President, General Officers, and Executive Management Employees)

- Consider Board Self-Evaluation
- Consider Presidential Evaluation
- Consider Request for Approval for the Appointment of Dr. Juan M. Alexander as Vice President for Strategic Enrollment Services

V. Reconvene in Open Session and Roll Call

The Board reconvened in Open Session at 10:01 A.M. with another roll call.

The following Board Members were in attendance and constituted a quorum:

Mr. James M. Benham, Chairman
Mr. Lauren A. Gore, Vice Chair
Ms. Caroline Baker Hurley
Ms. Paloma Z. Ahmadi
Mr. Benjamin H. Proler, v*irtual*
Ms. Alithea Z. Sullivan

The following Board Members were absent:

Dr. Richard A. Johnson, Second Vice Chair
Ms. Marilyn A. Rose, Secretary
Mr. Joseph V. Carter, Student Regent, *nonvoting*

Chairman Benham continued with the agenda having Ms. Lisa McBride report on presenting the Texas Southern University and the Texas Southern University Foundation.

[Motion to approve by Chairman Benham, Seconded by Regent Baker Hurley; Motion passes unanimously.]

IX. Consent Docket

- Item A: Request Approval of the Updated Internal Audit Charter
  Action Requested: Approval
- Item B: Request Approval to Extend the Contract with Columbia Advisory Group for Information Technology Staff Augmentation Services
  Action Requested: Approval
- Item C: Request Approval to Negotiate and Execute a Contract with Software House International for Software Licenses and Information Technology Services
  Action Requested: Approval
- Item D: Request Approval to Negotiate and Execute a Contract with RingCentral for the Voice Over Internet Protocol Telephone System
  Action Requested: Approval
- Item E: Request Approval to Negotiate and Execute a Contract with LyncVerse Technologies for Computer Hardware (Office of Information Technology Refresh)
  Action Requested: Approval
- Item F: Request Approval to Negotiate and Execute Interlocal Participation Agreements with Lonestar Education and Research Network (LEARN)
  Action Requested: Approval
- Item G: Request Approval Negotiate and Execute a Contract with Campus Safety Products, LLC for Lockdown Systems
  Action Requested: Approval
- Item H: Request Approval to Negotiate and Execute Contracts with Arthur J. Gallagher & Co. and McGriff Insurance Services, LLC for Property and Casualty and Intercollegiate Athletes Accident Insurance Policies for Fiscal Year 2027
  Action Requested: Approval
- Item I: Request Approval to Modify Banking Resolution and Signature Cards
  Action Requested: Approval
- Item J: Request Approval to Renew Contracts with EBSCO, Elsevier, and ProQuest for Library Learning Center Subscription and Database Services
  Action Requested: Approval
- Item K: Request Approval to Update Rhinehart Music Auditorium 10-Year Designation to the Smith-Rhinehart Music Auditorium
  Action Requested: Approval

- Item L: Request Approval of the Support Organization Agreement Between Texas Southern University (TSU) and the TSU Foundation (Renewal)
  Action Requested: Approval

  [The Board reviewed the consent docket, which included Items 6A through 6L, with the exception of Item 6H, which was pulled for separate consideration. A motion to approve the consent docket with the exception of Item 6H was made by Chairman Benham, Seconded by Sullivan , Motion passes unanimously.]

- Item H: Request Approval to Negotiate and Execute Contracts with Arthur J. Gallagher & Co. and McGriff Insurance Services, LLC for Property and Casualty and Intercollegiate Athletes Accident Insurance Policies for Fiscal Year 2027
  Action Requested: Approval

  [The Board considered Item 6H, which was presented for separate consideration. A motion to approve Item 6H was made by Regent Gore, Seconded by Regent Ahmadi, Motion passes with one abstention by Chairman Benham.]

VII. Personnel and Litigation Committee

Dr. Ronald McKinley, Interim Vice President for Human Resources, presented the following item for approval:

Item A. Request Approval for the Appointment of Dr. Juan Alexander as Vice President for Strategic Enrollment Services.

Dr. Ronald McKinley recommended approval of the appointment of Dr. Juan Alexander as Vice President for Strategic Enrollment Services pursuant to Board Policy 61.10. Dr. Alexander was invited to introduce himself to the Board and shared his more than 25 years of experience in higher education, specifically in enrollment management. He previously served as Associate Vice President for Enrollment Management at Florida A&M University and as Senior Associate Vice President for Enrollment Management at Norfolk State University. The Board welcomed Dr. Alexander and expressed its support and expectations for his leadership in the role.

[Motion to approve by Regent Ahmadi, Seconded by Regent Baker Hurley; Motion passes unanimously.]

This concluded the Personnel Litigation Committee report.

VIII. Audit and Compliance Committee

Mr. Daniel Graves, Chief Audit Executive, presented the following informational item:

Item A. Fiscal Year 2026 Internal Audit Plan Status Update

Mr. Daniel Graves, Internal Auditor with Weaver, presented an informational item, the Fiscal Year 2026 Internal Audit Plan Status Update. Mr. Graves was joined by Mr. Clyde McNeil, Chief Auditor Advisor. Mr. Graves provided an update on the progress of the University's internal audit plan, noting that all internal audits were in progress and that several audit activities had been completed. Mr. Graves reported that the invoice audit had been completed, with the exit meeting concluded and the final report in the process of being drafted. He also reported that follow-up work related to the State Auditor's Office findings concerning two information technology related items had been completed, with the findings verified as remediated. The physical equipment audit remained in progress.

Mr. Graves further reported that the internal audit risk assessment and development of a three-year internal audit plan had been completed. The plan incorporated feedback received from the Board during the previous retreat, including the addition of construction audits and a strategy to introduce continuous monitoring. Additional audit related activities included participation in the State Auditor's Office annual single audit of higher education institutions and completion of a statewide Senate Interim Charge Information Request.
Mr. Graves also provided an update regarding the reconciliation of prior audit findings. The predecessor report identified 151 audit recommendations, which were consolidated into 135 findings based on the underlying root causes. Currently there are 105 open findings, which are currently undergoing follow-up to determine whether they have been remediated, partially remediated, or remain open.

The Board expressed appreciation to Mr. Graves and Mr. McNeil for their professionalism, teamwork, and continued partnership in supporting the University's internal audit function.

This concluded the Audit and Compliance Committee report.

IX. Administration and Finance Committee

Mr. J'Maine Chubb, Chief Financial Officer, presented the following item:

Item C. Fiscal Year 2027 Operating Budget

Mr. J'Maine Chubb, Chief Financial Officer, presented the proposed Fiscal Year 2027 Budget. Mr. Chubb outlined the budget's focus on maintaining financial stability, strengthening financial controls, growing recurring revenues, increasing transparency, and improving long-range financial planning.

Mr. Chubb reported that the budget supports more than 9,000 students and prioritizes student success, academic excellence, campus renewal, technology modernization, and financial stewardship. The proposed expense budget totals $300.1 million, an increase of approximately $58.2 million, or 24 percent, compared to the prior year. The proposed budget reflects strategic investments in enrollment growth, scholarships, technology, facilities, and institutional operations.

The proposed operating budget includes $156.2 million in operating revenue, $300.1 million in operating expenses, $95.1 million in non-operating revenue, and $13.5 million in other revenues, resulting in an initial budget deficit of $35.2 million. Management proposed the strategic use of available reserves to balance the budget.

Mr. Chubb also provided an overview of the Fiscal Year 2027 cash forecast and state appropriations, including an anticipated $114 million in state appropriations and $83.9 million in general revenue.

[Motion to approve by Regent Gore, Seconded by Regent Sullivan; Motion passes unanimously.]

Dr. Paula Jackson, Athletics Director, presented the following item

Item A. Request Approval to Negotiate and Execute a Contract with Game One Athletic Supply, Inc. for Spring Sports Equipment and Apparel.

Dr. Paula Jackson, Athletics Director, presented the request to purchase athletic equipment, apparel, footwear, and related accessories through Game One Athletic Supply, Inc. to support the University's Fiscal Year 2027 spring competitive season. The purchase will support nine spring sports, including uniforms, practice gear, and necessary equipment, as well as warm-up uniforms for the band. The Board discussed the recurring nature of athletic equipment purchases and the importance of developing inventory stockpiles to reduce emergency purchases.

[Motion to approve by Regent Gore, Seconded by Regent Baker Hurley; Motion passes unanimously.]

Ms. Melanie Jackson, Senior Associate Vice President of Operations and Procurement, presented the following item for approval:

Item B. Request Approval of Actions Concerning Campus Dining Services, Including Authorization to Transition the Contract Award to SodexoMagic, Continue Interim Operations in Excess of President's Delegated Contracting Authority, and Execution of a Master Services Agreement

Ms. Jackson presented the item and outlined the University's options concerning campus dining services. The Board was advised that the Administration's recommendation was to transition the contract award to SodexoMagic, the next highest ranking qualified proposer under RFP 717-25-703; authorize interim operations for up to three months and an aggregate amount not to exceed $2.5 million while final negotiations are completed; and authorize the President or designee to negotiate and execute a definitive Master Services Agreement with SodexoMagic. The Board was also advised that it retained the option to

authorize a new solicitation. Following discussion, the Board proceeded with the Administration's recommendation.

[Motion to approve by Regent Gore, Seconded by Regent Sullivan; Motion passes unanimously.]

This concluded the Administration and Finance Committee report.

X. Athletics Committee

Dr. Paula Jackson, Athletics Director, and Mr. Charlie Coleman, Senior Associate Vice President of Development and Alumni Engagement, presented the following item for approval:

Item A. Request Approval of Athletics Game Agreement between RCM Entertainment, L.P. dba Lone Star Sports & Entertainment "LSSE" and Texas Southern University.

Dr. Jackson and Mr. Coleman presented the request to negotiate and execute a venue agreement with Lone Star Sports and Entertainment for the October 24, 2026 Southwestern Athletic Conference (SWAC) game between Texas Southern University and Southern University at Reliant Stadium. The agreement establishes a maximum financial commitment of $500,000 substantially reducing the University's potential exposure under the traditional stadium model. The agreement also provides for the retention of net ticket and sponsorship revenue by the University, complimentary suites and parking passes for donor and community engagement, and promotional support to maximize attendance and revenue. The Administration projects approximately $699,000 in total revenue and a net revenue of approximately $199,000. The Board was advised that the event is intended to serve as an annual signature platform to engage the University's constituencies and support the long-term vision for an on-campus football stadium.

[Motion to approve by Regent Baker Hurley, Seconded by Regent Ahmadi; Motion passes unanimously.]

This concluded the Athletics Committee report.

XI. Physical Facilities & Real Estate Committee

Ms. Melanie Jackson, Senior Associate Vice President of Operations and Procurement, presented the following item for approval:

Item A. Request Approval to Pursue Strategic Real Estate Acquisitions for the Expansion of Thurgood Marshall School of Law

Ms. Jackson requested approval to pursue strategic real estate acquisitions consistent with the University's Ascend 2025 strategic plan and Campus Master Plan to support the expansion of the University's campus footprint and the Thurgood Marshall School of Law.

[Motion to approve by Regent Baker Hurley, Seconded by Regent Gore; Motion passes unanimously.]

This concluded the Physical Facilities & Real Estate Committee report.

XII. Academic Affairs, Research and Student Life Committee

Dr. Carl B. Goodman, Provost/Senior Vice President of Academic Affairs, presented the following item for approval:

Item A. Update on the University's Compliance with Senate Bill 37 Concerning General Education Curriculum Review Advisory Committee and Request to Appoint Two Additional Members to the General Education Curriculum Review Advisory Committee
Dr. Goodman provided an update on the University's compliance with Senate Bill 37 and the General Education Curriculum Review Advisory Committee. The Board was advised that the committee is responsible for reviewing the University's general education curriculum, including the core curriculum, and ensuring alignment with required competencies and workforce demands. The request included the appointment of two additional members to the committee, including a replacement for Regent Ahmadi, as Board members may not serve on the advisory committee under the statute.

[Motion to approve by Regent Ahmadi, seconded by Regent Baker Hurley; Motion passes unanimously.]

Dr. Michelle John, Vice President for Research and Innovation, presented the following Informational item:

Item B. Update on the University's Compliance with House Bill 127 Concerning Research Security Programs

Dr. John provided an informational update regarding House Bill 127 and the University's research security requirements. The presentation addressed the legislation's requirements, governance responsibilities, implementation timeline, and the role of the Higher Education Research Security Council in statewide implementation.

Dr. John continued reporting that House Bill 127 establishes ongoing research security responsibilities for institutions of higher education, including requirements related to foreign influence, gifts and agreements, academic partnerships, student organizations, travel, cybersecurity, and prohibited software. The University must establish research security procedures, screen foreign researchers with access to sensitive information, monitor applicable travel, comply with prohibited software requirements, and ensure student organization funding is not sourced from foreign adversaries.

The Board was also advised of its governance responsibilities, including appointing a research security officer, reviewing compliance, receiving quarterly updates, and certifying compliance prior to the September 1, 2026, certification deadline. The University is preparing for the first certification cycle, with a special Board meeting anticipated in August 2026 to review and approve the required certification.

Dr. Carl B. Goodman, Provost/Senior Vice President of Academic Affairs, presented the following informational item:

Item C. Update on the University's Compliance with Senate Bill 37 Concerning the Faculty Senate

Dr. Goodman presented an informational update regarding the University's compliance with Senate Bill 37 concerning faculty governance. The presentation outlined the legislation's requirements and the University's actions following the September 1, 2025 effective date, including discontinuation of the former Faculty Senate structure and notification to faculty.

The Board was advised that it may establish either a Faculty Advisory Council or reconstitute a Faculty Senate, provided the body complies with the requirements of Senate Bill 37. The proposed advisory structure would provide faculty representation from each college or school, with leadership appointed by the President.

VI. Welcome Remarks

Chairman Benham reconvened the Retreat portion of the agenda at 12:17 P.M. Chairman Benham stated that the meeting was the Board's semi-annual strategic retreat and reminded the Regents that the discussions should remain focused on the "50,000-foot view." He then outlined the sequence for the afternoon discussions. First, the Board would begin with a University Overview and State of the University presentation from President Crawford, followed by the strategic discussions, including the Campus Master Plan, and capital strategy and the fiscal year ahead.

VII. University Overview & State of the University

President Crawford provided a State of the University update, highlighting institutional progress and priorities. He announced the release of the 2026 Tiger football schedule and discussed scheduling changes, including a more competitive homecoming matchup. He also provided updates on executive leadership searches, noting that appointments for the Jesse H. Jones School of Business, College of Education, College of Liberal Arts, and Graduate School were expected to be presented to the Board at its November meeting. Additionally, he announced the launch of the Chief Information Officer search, with the goal of filling the position before the end of the calendar year. Chairman Benham emphasized the need to improve the admissions process and ensure students are admitted in a timely manner.

VIII. Strategic Discussions

- Campus Master Plan & Capital Strategy

  President Crawford discussed ongoing campus infrastructure improvements, including electrical and utility upgrades, demolition of aging facilities, preparations for the groundbreaking of three new campus buildings, and future campus development initiatives. Ms. Melanie Jackson will develop a timeline for the demolition of Lanier West and East dormitories. She will also work with JLL to develop a solicitation package for P3 projects related to H&PE Arena and new student housing and conduct a facility condition assessment on H&PE Arena as part of the P3 process. Dr. Raijanel Crockem discusses TSU's strategic plan, including ensuring that everyone is looking at creating new academic programs, working partnerships, establishing business advisory teams, and making sure we are supplementing innovation as well as internship placements of students.

- The Fiscal Year Ahead (FY27 Budget, Compensation Study, Legislative Session Preparation, and Financial and Audit Review)

  Mr. Chubb provided an assessment of the University's financial operations following his first several weeks as the Chief Financial Officer. He identified areas requiring improvement, including financial reporting delays, internal controls, cash forecasting, recovery of state and federal funds, financial planning and analysis, capital planning, procurement, and enterprise-wide financial governance. Mr. Chubb outlined efforts to strengthen finance policies and controls, establish a State Appropriations Governance Council and Capital Committee, improve cash forecasting, and transition the Finance organization from a primarily transactional function to a strategic business partner. Chairman Benham also discussed improvements needed in the University's accounts payable and procurement processes, including centralized invoice submission, timely invoice processing, vendor compliance, and stronger monitoring of payment practices.

- Athletics Transition
  President Crawford provided an update on the Athletics Department and the search for a permanent Athletic Director. He discussed the recently completed financial and operational assessments of Athletics and emphasized the importance of strengthening athletic operations and overall program management. He also addressed legislative and regulatory issues affecting athletics and Name, Image, and Likeness (NIL). The Board discussed the need for a stronger NIL strategy to support student-athlete retention and remain competitive. President Crawford discussed the men's basketball program and the decision to halt the search for a permanent head coach for the upcoming season. He expressed concerns regarding the timing of the transition and the potential impact on player retention and the transfer portal. The Board discussed the potential risks of waiting, including the optics and concern that delaying the decision could create additional challenges for the University. The Board advised President Crawford to move forward with the search rather than postponing until after the upcoming season.

IX. Adjourn

With no further business pending before the Board, a motion to adjourn the Retreat was made by Chairman Benham at 4:30 P.M.; Seconded by Regent Gore; the motion passed unanimously.

All supporting materials for informational and action items presented during this meeting are available on the public posting here.

SIGNATURE OF APPROVAL

I certify that the foregoing minutes constitute a true, correct, and complete record of the Texas Southern University Board of Regents Retreat, held in Houston, Texas on July 18, 2026.

Faith Ruiz
Executive Director
Office of Board Relations

Date Approved by the Board

Marilyn A. Rose
Secretary
Board of Regents

MINUTES OF THE
TEXAS SOUTHERN UNIVERSITY BOARD OF REGENTS
HYBRID SPECIAL CALLED BOARD MEETING
Wednesday, August 19, 2026

I. Call to Order

The Board of Regents of Texas Southern University convened a Hybrid Special Called Board meeting on Wednesday, August 19, 2026, at 9:08 A.M. at Texas Southern University, Library Learning Center, 3100 Cleburne Street, Houston, Texas 77004. Several Regents participated by videoconference. Mr. James M. Benham, Chairman, was physically present at the meeting location, which was open to the public. He served as presiding officer and called the meeting to order

II. Roll Call

The following Board Members were in attendance and constituted a quorum:

Mr. James M. Benham, Chairman
Mr. Lauren A. Gore, Vice Chair, *virtual*
Dr. Richard A. Johnson, Second Vice Chair
Ms. Marilyn A. Rose, Secretary, *virtual*
Ms. Paloma Z. Ahmadi, *virtual*
Mr. Ben H. Proler
Ms. Alithea Z. Sullivan, *virtual*
Mr. Joseph Carter, Student Regent, *nonvoting*

The following Board Members were absent:

Ms. Caroline Baker Hurley

[Ms. Faith Ruiz presented roll call and confirmed the presence of a quorum.]

Other Attendees: President James Crawford, Racquel Dorsey, Melissa Flores (virtual), Donald Greer, Michelle John, Annette Linders (virtual), Lisa McBride, Ronald McKinley, Benjamin Sley, Faith Ruiz, Shawn Thierry

III. Conflict of Interest Statement

Chairman Benham addressed the matter of conflicts of interest and inquired whether any Board member had a conflict of interest to disclose regarding an item on the agenda. No conflicts were disclosed, and the Chairman proceeded with the agenda.

IV. Executive Session

The Board entered Executive Session at 9:10 A.M. to discuss specific matters listed in the Executive Session portion of the posted agenda and in accordance with Sections 551.071 through 551.074 of the Texas Government Code, as specifically delineated below. No final action, decision, or vote was taken in Executive Session.

Texas Government Code - Section 551.071 - Consultation with University Attorneys on any matter in which the duty of the attorneys to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, including any matter listed on this notice/agenda, pending or contemplated litigation, and proposed settlement agreements.

Texas Government Code - Section 551.074 - Personnel Matters: Deliberations Concerning the Appointments, Employment, Compensation, Duties, Responsibilities, Evaluations and/or Dismissal of Personnel (including but not limited to the Regents, President, General Officers, and Executive Management Employees)

- Consider Request for Approval for the Appointment of Mr. Clyde McNeil as Chief Audit Executive
- Consider Request for Approval to Appoint Candidate as Vice President and Athletic Director and to Negotiate and Execute a Five-Year Employment Contract
- Consider Request for Approval to Appoint Candidate as Head Basketball Coach and to Negotiate and Execute a Five-Year Employment Contract

V. Reconvene in Open Session to Consider Actions on Executive Session Items as Necessary

The Board reconvened in Open Session at 10:02 A.M. Ms. Faith Ruiz presented roll call and reconfirmed the presence of a quorum. The following Board members were present:

Mr. James M. Benham, Chairman
Mr. Lauren A. Gore, Vice Chair, *virtual*
Dr. Richard A. Johnson, Second Vice Chair
Ms. Marilyn A. Rose, Secretary, *virtual*
Ms. Paloma Z. Ahmadi, *virtual*
Mr. Ben H. Proler
Ms. Alithea Z. Sullivan, *virtual*
Mr. Joseph Carter, Student Regent, *nonvoting*

The following Board Members were absent:

Ms. Caroline Baker Hurley

VI. Academic Affairs, Research and Student Life Committee

Dr. Michelle John, Vice President for Research and Innovation, and Shawn Thierry, Executive Director Policy and MAPP Coordinator, presented the following item for approval:

Item A. Request Approval of Annual House Bill 127 (Texas Education Code, Chapter 51B) Compliance Certification and Updates to Research Security and Protection Law Policies

Dr. Michelle John presented the annual compliance certification requirements under House Bill 127, codified in Texas Education Code Chapter 51B. She explained that the legislation establishes requirements and safeguards to protect institutions of higher education from foreign adversaries. Dr. John outlined the university's implementation efforts, which included establishing a research security program, appointing a Research Security Officer, adopting Board Policy Section 63.1, implementing annual student organization certification processes, enhancing international travel approval and monitoring procedures, and establishing processes for reporting and investigating suspected violations.

Shawn Thierry presented MAP 01.05.01, Foreign Adversary and Research Security Compliance, which serves as a comprehensive institutional roadmap for implementing and documenting compliance with House Bill 127. The Board was advised that the FY2026 certification was required to be submitted no later than August 31, 2026, in order to maintain access to appropriated funds for FY2027. Ms. Thierry further explained that following Board approval, the Office of General Counsel would submit the certification to the Governor, Legislature, Texas Higher Education Coordinating Board, and Research Security Council.

[A motion to approve the Annual House Bill 127 (Texas Education Code, Chapter 51B) Compliance Certification and Updates to Research Security and Protection Law Policies was made by Regent Rose and seconded by Regent Proler. The motion passed unanimously.]

VII. Personnel and Litigation Committee

Dr. Ronald McKinley presented the following items for approval:

- **Item A. Request for Approval for the Appointment of Mr. Clyde McNeil as Chief Audit Executive**

Dr. McKinley requested approval for the appointment of Mr. Clyde McNeil as Chief Audit Executive. Mr. McNeil's extensive auditing and higher education experience was highlighted, including his prior work with Arthur Andersen, KP&G, and PricewaterhouseCoopers. Mr. McNeil holds bachelor's and master's degrees and is a Certified Public Accountant. He has also served as the University's audit advisor in recent months.

President Crawford clarified that the Chief Audit Executive will functionally report directly to the Board of Regents through the Audit and Compliance Committee, while administratively reporting to the President to execute assignments directed by the Board.

[A motion to approve the Appointment of Mr. Clyde McNeil as Chief Audit Executive was made by Regent Ahmadi and seconded by Regent Proler. The motion passed unanimously.]

- **Item B. Request Approval to Appoint Candidate as Vice President and Athletic Director and to Negotiate and Execute a Five-Year Employment Contract**

Dr. McKinley requested approval for the appointment of Mr. Ashley Robinson as Vice President and Athletic Director and authorization to negotiate and execute a five-year employment contract. Mr. Robinson's extensive experience in athletics administration was highlighted, including his service as Athletic Director at Jackson State University, Prairie View A&M University, and Mississippi Valley State University, as well as his prior experience as an assistant commissioner of the Southwestern Athletic Conference.

During discussion, Regent Johnson emphasized the importance of ensuring that alumni and students are well represented in future searches for critical university leadership positions.

President Crawford provided an overview of the national search process conducted by DHR Global, including the posting and selection of the executive search firm, candidate outreach, interviews, and review by the university's internal advisory committee. The process ultimately resulted in candidates being presented to President, and then to the Board for consideration through the Personnel and Litigation and Athletics Committees.

[A motion to approve the appointment of Mr. Ashley Robinson as Vice President and Athletic Director and authorization to negotiate and execute a five-year employment contract was made by Regent Ahmadi and seconded by Regent Gore. The motion passed with two "no" votes from Regent Johnson and Regent Rose.]

- **Item C. Request Approval to Appoint Candidate as Head Basketball Coach and to Negotiate and Execute a Five-Year Employment Contract**

Dr. McKinley requested approval for the appointment of Mr. Corey Lowry as Head Basketball Coach and authorization to negotiate and execute a five-year employment contract. Coach Lowry's extensive coaching experience was highlighted, including his service as a head coach and assistant coach, as well as his current position as an assistant basketball coach at Seton Hall University. Dr. McKinley noted Coach Lowry's successful record as a head coach and multiple conference Coach of the Year honors.

During discussion, Regent Johnson reiterated the importance of including faculty, staff, students, and alumni as key constituencies in future searches for critical university leadership positions.

[A motion to approve the appointment of Mr. Corey Lowry as Head Basketball Coach and authorization to negotiate and execute a five-year employment contract was made by Regent

Ahmadi and seconded by Chairman Benham. The motion passed with two "no" votes from Regent Johnson and Regent Rose.]

VIII. Audit and Compliance Committee

Ms. Annette Linders and Dr. Melissa Flores presented the following item for approval:

- **Item A. Request for Approval of Annual Senate Bill 17, Texas Education Code Section 51.3525, Compliance Certification and Updated Diversity, Equity, and Inclusion Initiatives University Policy MAP 01.04.01**

Ms. Linders and Dr. Flores presented the annual compliance certification requirements for Senate Bill 17, codified in Texas Education Code Section 51.3525. Dr. Flores explained that the university maintains documentation and processes addressing the statutory requirements, including Human Resources certifications, executive and leadership acknowledgements, policy reviews, training for Human Resources and Procurement personnel, and compliance reporting to the President.

Dr. Flores explained that the certification is submitted annually through the Texas Higher Education Coordinating Board's portal and that the submission satisfies the required legislative reporting. In response to a question from Regent Proler, Dr. Flores stated that the university had not received follow-up questions or additional requests for information from the Coordinating Board after prior certifications were submitted.

Ms. Linders and Dr. Flores also discussed updates to MAP 01.04.01 being presented for the Board's consideration and adoption. It was clarified that the Board does not generally vote on MAPP policies, which are administrative policies; however, due to the significance of the subject matter, this particular MAPP was being presented to the Board for approval.

[A motion to approve the Annual Senate Bill 17, Texas Education Code Section 51.3525, Compliance Certification and Updated Diversity, Equity, and Inclusion Initiatives University Policy MAPP 01.04.01 was made by Regent Sullivan and seconded by Regent Johnson The motion passed unanimously.]

IX. Adjourn

With no further business pending before the Board, Chairman Benham moved to adjourn. Regent Johnson seconded the motion. The motion passed unanimously, and the meeting adjourned at 10:39 A.M.

All supporting materials for informational and action items presented during this meeting are available on the public posting and at the following link: https://meetings.boardbook.org/Public/Agenda/2066?meeting=761306

MINUTES OF THE
TEXAS SOUTHERN UNIVERSITY BOARD OF REGENTS
HYBRID SPECIAL CALLED BOARD MEETING
Wednesday, August 19, 2026

A video recording of this meeting is available here.

SIGNATURE OF APPROVAL

I certify that the foregoing minutes constitute a true, correct, and complete record of the Special Called Board meeting of the Board of Regents of Texas Southern University held in Houston, Texas on August 19, 2026.

Faith Ruiz
Executive Director
Board Relations Office

Date Approved by the Board

Marilyn A. Rose
Secretary
Board of Regents

MINUTES OF THE
TEXAS SOUTHERN UNIVERSITY BOARD OF REGENTS
HYBRID SPECIAL CALLED BOARD MEETING
Friday, August 28, 2026

I. Call to Order

The Board of Regents of Texas Southern University convened a Hybrid Special Called Board meeting on Friday, August 28, 2026, at 8:07 A.M. at Texas Southern University, Library Learning Center, 3100 Cleburne Street, Houston, Texas 77004. Several Regents participated by videoconference. Mr. James M. Benham, Chairman, was physically present at the meeting location, which was open to the public. He served as presiding officer and called the meeting to order.

II. Roll Call

The following Board Members were in attendance and constituted a quorum:

Mr. James M. Benham, Chairman
Mr. Lauren A. Gore, Vice Chair, *virtual*
Dr. Richard A. Johnson, Second Vice Chair
Ms. Caroline Baker Hurley, *virtual*
Mr. Ben H. Proler, *virtual*

The following Board Members were absent:

Ms. Marilyn A. Rose, Secretary
Ms. Paloma Z. Ahmadi
Ms. Alithea Z. Sullivan
Mr. Joseph Carter, Student Regent, nonvoting

[Ms. Faith Ruiz presented roll call and confirmed the presence of a quorum.]

Other Attendees: President James Crawford (virtual), Racquel Dorsey, Lisa McBride, Charlie Nhan, Faith Ruiz, Shawn Thierry

III. Conflict of Interest Statement

Chairman Benham addressed the matter of conflicts of interest and inquired whether any Board member had a conflict of interest to disclose regarding an item on the agenda. No conflicts were disclosed, and the Chairman proceeded with the agenda.

IV. Academic Affairs, Research and Student Life Committee

Shawn Thierry presented the following item for approval:

Item A. Approval of Annual Senate Bill 18 (Texas Education Code § 51.942) Compliance Certification and Adoption of Amended Board Policy 22.01, Faculty Tenure and Post-Tenure Review

Shawn Thierry presented the proposed amendment to Board Policy 22.01, Faculty Tenure and Post-Tenure Review. She explained that Senate Bill 18, enacted by the 88th Texas Legislature in 2023 and codified in Texas Education Code Section 51.942, requires public institutions of higher education to adopt policies and procedures governing faculty tenure and post-tenure review.

The amended policy addresses the statutory requirements concerning the granting of tenure, grounds and procedures for dismissal of tenured faculty, periodic comprehensive performance evaluations, faculty participation, professional development following unsatisfactory performance, and applicable due process protections.

Shawn Thierry explained that the amended policy underwent review by the Academic Affairs, Research and Student Life Committee and was subsequently reviewed and approved by the Bylaws and Policies Ad Hoc Committee. Following Board approval, the amended policy will be submitted to the Texas Higher Education Coordinating Board through its web portal to satisfy the annual filing requirement. The policy will reflect an adoption date of August 28, 2026.

[A motion to approve the Annual Senate Bill 18 Compliance Certification and Adoption of Amended Board Policy 22.01, Faculty Tenure and Post-Tenure Review was made by Regent Baker-Hurley and seconded by Regent Johnson. The motion passed unanimously.]

Recognition of Judge Shawn Thierry

Chairman Benham recognized Judge Shawn Thierry following her appointment by Governor Greg Abbott to serve as judge of the newly created 515th Judicial District Court in Harris County, effective September 1, 2026. Chairman Benham highlighted Judge Thierry's status as a graduate of Texas Southern University's Thurgood Marshall School of Law and recognized her nearly three decades of legal experience, including her service in the Texas House of Representatives.

The Regents joined Chairman Benham in congratulating Judge Thierry on her appointment and expressed pride in her accomplishments and representation of Texas Southern University and its alumni. Regent Johnson also offered specific congratulatory remarks.

V. Adjourn

With no further business pending before the Board, Chairman Benham moved to adjourn. Regent Johnson seconded the motion. The motion passed unanimously, and the meeting adjourned at 8:19 A.M.

All supporting materials for informational and action items presented during this meeting are available on the public posting and at the following link: https://meetings.boardbook.org/Public/Agenda/2066?meeting=759520

A video recording of this meeting is available https://tsu.edu/about/board-of-regents/live-stream-archives.php

SIGNATURE OF APPROVAL

I certify that the foregoing minutes constitute a true, correct, and complete record of the Special Called Board meeting of the Board of Regents of Texas Southern University held in Houston, Texas on August 28, 2026.

Faith Ruiz
Executive Director
Board Relations Office

Date Approved by the Board

Marilyn A. Rose
Secretary
Board of Regents

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration & Finance

ITEM: Request Approval of Additional Spending Authority for Columbia Advisory Group Information Technology Staff Augmentation Services

DATE PREVIOUSLY SUBMITTED: Recurring Item; Originally approved by the Board on April 17, 2023.

SUMMARY:
The Administration requests approval to increase the contract funding authority with Columbia Advisory Group for two separate Information Technology agreements: the **IT Staff Augmentation Services Agreement** and the **Governance, Risk, and Compliance (GRC) Services Agreement**.

The **IT Staff Augmentation Services Agreement** originally began September 1, 2024, with an initial one-year term ending August 31, 2025. The agreement included annual renewal options and has subsequently been extended for two additional one-year terms. The current and final extension covers the period of September 1, 2026 through August 31, 2027. Additional funding requirement for this agreement is $1,754,000.

The **Governance, Risk, and Compliance (GRC) Services Agreement** began September 1, 2024, with an original three-year contract term. This agreement remains in effect through August 31, 2027. Additional funding requirement for this agreement is $58,000.

The not-to-exceed amount approved by the Board on July 28, 2026, was $650,000 which the University anticipates exhausting in October 2026. The Administration therefore requests additional funding authority not to exceed $1,812,000 to support services under these agreements through August 31, 2027.

Under the **IT Staff Augmentation Services Agreement**, Columbia Advisory Group will continue to provide technology personnel and expertise supporting the planning, implementation, operation, and management of university technology services, including:

- IT leadership and delivery management
- Infrastructure and operations
- Project management
- Application management
- Banner programming and student module support

Under the **GRC Services Agreement**, Columbia Advisory Group will continue to provide specialized governance, risk, compliance, and cybersecurity services, including support for regulatory compliance, cybersecurity assessments, risk management, security controls, and related governance activities.

These GRC services support the University's compliance with **Texas Administrative Code (TAC) Chapter 202** requirements applicable to information security and cybersecurity at state institutions, including activities related to NIST cybersecurity controls, security assessments, and risk-based vulnerability management.

Approval of the requested additional contract authority will allow the University to continue receiving necessary IT staffing and GRC services through the expiration of both agreements on August 31, 2027.

Procurement Method
In accordance with Texas Education Code § 51.9335, these services are procured through a cooperative purchasing agreement via TIPS Contract 220105, establishing the best value for the University as defined by Texas Government Code§ 2155.074.

Columbia Advisory Group has submitted the required Form 1295. The firm not a Veteran Heroes United in Business (VetHUB) and is not publicly traded.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Texas Government Code §2155.144 – Best Value Procurement
Texas Education Code § 51.9335

Contract Term
Contract Extension
November 2026 to August 2027 | LMC0005141, LMC0005144, LMC0005417, LMC0005502

FISCAL IMPACT: Not-to-Exceed (NTE)| $1,812,000
1000-31200-7242-50 | Non-State-Appropriated Funds

SUPPORTING DOCUMENTATION:

Governance, Risk, and Compliance Services Proposal and IT Management Proposal Amendment
(Under Separate Cover)

RELATED BOARD BYLAW, POLICY AND/OR MAPP: Board Policy 51.01 (Contracts); MAPP 03.02.03 (Procurement); MAPP 08.04.01 (Contract Administration)

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.2 Drive student success and outcomes
3.1 Improve student experience — streamline processes/technology
4.1 Update and optimize technology platforms and data governance
4.3 Introduce new technologies into classroom and curriculum"

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

GENERAL COUNSEL — **DATE** 09/03/2026

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Shubb (Sep 3, 2026 19:59:34 CDT)

CHIEF FINANCIAL OFFICER — **DATE** 09/03/2026

James Crawford (Sep 3, 2026 20:11:37 CDT)

PRESIDENT — **DATE** 09/03/2026

TIPS VENDOR AGREEMENT

Between Columbia Advisory Group **and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),

a Department of Texas Education Service Center Region 8 for

TIPS RFP 220105 Technology Solutions, Products and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status
Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements
No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals
The Agreement with TIPS is for approximately five (5) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that

Award Notifications are anticipated as published in the Solicitation.

Example: If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 the end date of the resulting initial "five-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2025 in this example.

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus five years.

Example: If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025 in this example.

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity
The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax
By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous
The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation
If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only
TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures
Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.

- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public

and existing structures from injury or damage.

Smoking
Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing
Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements
The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause
All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations
It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights
Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by

TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or

in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement
TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement
Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements
If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation
The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES
THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS
Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the

TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	$1,000,000 each Occurrence/ Aggregate
Automobile Liability	$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when

effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 220105 Technology Solutions, Products and Services

Company Name Columbia Advisory Group

Address 17950 Preston Road, Suite 380

City Dallas State TX Zip 75252

Phone 214-284-7953 Fax n/a

Email of Authorized Representative dmclaughlin@columbiaadvisory.com

Name of Authorized Representative David McLaughlin

Title CEO

Signature of Authorized Representative

Date 2/15/22

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 5-23-2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.

220105 Addendum 1
Columbia Advisory Group, LLC
Supplier Response

Event Information

Number: 220105 Addendum 1
Title: Technology Solutions, Products and Services
Type: Request for Proposal
Issue Date: 1/6/2022
Deadline: 2/18/2022 03:00 PM (CT)
Notes: **IF YOU ALREADY HOLD TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES (“200105”) OR 210101 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("210101"), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200105 OR 210101 AT THIS TIME. IF YOU HOLD 200105 OR 210101, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200105 OR 2101101 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.**

IF YOU HOLD ANY OF THE FOLLOWING TIPS CONTRACTS AND YOU DO *NOT* HOLD 200105 OR 2101101, PER TIPS PRIOR NOTIFICATION, YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING CONSOLIDATED INTO OR REPLACED BY THIS CONTRACT.

- **TIPS 190103 Web and Cloud Computing Services**

- **TIPS 181203 Management Software and Services**

- **TIPS 181204 Notification Systems**

TIPS RESERVES THE RIGHT TO ISSUE, REBID, OR CANCEL ANY PLANNED SOLICITATIONS AT ANY TIME AS NECESSARY FOR THE NEEDS OF TIPS, TIPS VENDORS, AND TIPS MEMBERS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Columbia Advisory Group, LLC Information

Contact: Holly Davis
Address: 17950 Preston Road
Suite 380
Dallas, TX 75252
Phone: (214) 988-9950
Fax: (214) 253-2560
Email: holly@komplementconsulting.com
Web Address: www.columbiaadvisory.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Holly Davis
Signature

holly@komplementconsulting.com
Email

Submitted at 2/16/2022 2:52:31 PM

Requested Attachments

Agreement Signature Form

220105 Agreement Signature Form_CAG.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

220105 Pricing Form 2_CAG.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

220105 Reference_Form_CAG.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Proposed Goods and Services

220105 Proposed Goods and Services_CAG.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL *No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty *No response*

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement 220105 Vendor Agreement_CAG.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1 220105 Pricing Form 1_CAG.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary *No response*

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks CAG-Logo-with-tagline-20211012.png

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION CERTIFICATION OF CORPORATE OFFERER FORM_CAG.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL *No response*

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, “disclosure Form to Report Lobbying,” in the Response attachments section.

Confidentiality Claim Form 220105 CONFIDENTIALITY CLAIM FORM_CAG[60].pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form W-9 222022_CAG.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	**Yes - No** Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the ”Response Attachments” D/M/WBE CERTIFICATES section. NO

2	**Yes - No** Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/. Proof may be submitted. Vendor must upload proof of certification to the “Response Attachments” HUB CERTIFICATES section. No
3	**Yes - No** The Vendor can provide services and/or products to all 50 US States? Yes
4	**States Served:** If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) *No response*
5	**Company and/or Product Description:** This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) Columbia Advisory Group takes complex technologies, offers practical advice and provides bottom-line results. With our diverse team’s expertise and experience, there’s nothing we can’t handle or help you navigate. We make it easy for our clients to understand and evaluate their IT options. At Columbia Advisory Group we improve the functional business performance of our clients by optimizing their technology resources. We deliver exceptional customized consulting, strategy, and services that are flexible and scalable in every area of a governments organizations information technology.
6	**Primary Contact Name** Primary Contact Name Holly Davis
7	**Primary Contact Title** Primary Contact Title SLED Consultant
8	**Primary Contact Email** Primary Contact Email holly@komplementconsulting.com
9	**Primary Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 3238076559
10	**Primary Contact Fax** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 *No response*

11 **Primary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

12 **Secondary Contact Name**

Secondary Contact Name

John D'Annunzio

13 **Secondary Contact Title**

Secondary Contact Title

VP of Sales

14 **Secondary Contact Email**

Secondary Contact Email

jdannunzio@columbiaadvisory.com

15 **Secondary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

2144988003

16 **Secondary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

17 **Secondary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

18 **Admin Fee Contact Name**

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

Holly Davis

19 **Admin Fee Contact Email**

Admin Fee Contact Email

holly@komplementconsulting.com

20 **Admin Fee Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

3238076559

21 **Purchase Order Contact Name**

Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

John D'Annunzio

22 **Purchase Order Contact Email**

Purchase Order Contact Email

jdannunzio@columbiaadvisory.com

23 **Purchase Order Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

2144988003

24 **Company Website**

Company Website (Format - www.company.com)

https://columbiaadvisory.com/about-us/#

25 **Entity D/B/A's and Assumed Names**

Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

17950 Preston Road, Suite 380

27 **Primary Address City**

Primary Address City

Dallas

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

75252

30 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

IT Consulting, Audio Visual, managed services, assessments, cyber security, data security, digital, analytics

31	**Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?** Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company. Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you? Yes
32	**Yes - No** Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas? This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS. Yes
33	**Company Residence (City)** Vendor's principal place of business is in the city of? Dallas
34	**Company Residence (State)** Vendor's principal place of business is in the state of? TX

35 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a ***MINIMUM*** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS ***MINIMUM*** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the ***MINIMUM*** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

5%

36 **MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

YES

37 **Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

YES

38 **TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

39	**Yes - No** Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered. Agreed
40	**TIPS Administration Fee Paid by Vendor - Not Charged to Customer** Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and ***shall never*** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.
41	**Additional Discounts?** Do you offer additional discounts to TIPS members for large order quantities or large scope of work? Yes
42	**Years in Business as Proposing Company** Years in business as proposing company? 20
43	**Resellers:** Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award). No
44	**Right of Refusal** The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

45 **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

46 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

47 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No response

48 **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

49 **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response

50	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** By submission of this bid or proposal, the Bidder certifies that: I affirm under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

51 Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

52 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

53

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)
email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☑ Yes, I certify (Yes)

54

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

55

2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

56

2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess
of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and
TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor
would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

57

2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of
an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

58	**2 CFR PART 200 Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree? Yes
59	**2 CFR PART 200 Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $250,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act? Yes
60	**2 CFR PART 200 Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above? Yes

61

2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes

62

2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes

63

2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

Yes

64

2 CFR PART 200 Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

Yes

65

FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

66

Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

Yes

67	**Certification Regarding Lobbying** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. I HAVE NOT Lobbied per above
68	**If you answered "I HAVE lobbied" to the above Attribute Question** If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.
69	**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement. YES

70	**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?** ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. YES
71	**Indemnification** The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? ☑ Yes, I Agree (Yes)

72 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue
and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution
of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived
under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any
issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a
prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee
equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and
will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if
signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

73 Remedies Explanation of No Answer

No response

74 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

75 Venue, Jurisdiction and Service of Process

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

76 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

77 Infringement(s) Explanation of No Answer

No response

78 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

☑ Yes, I Agree (Yes)

79 Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

☑ Yes, I Agree (Yes)

80	**Insurance and Fingerprint Requirements Information** Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance. Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have ”covered” employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

81

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

82

Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

83

Texas Government Code 2270 & 2271 Verification Form

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

YES

84

Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

85 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

86 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

87 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

88 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

89 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

90 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

91 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.
Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

92 **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

93 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

94 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

95 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.
Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

Agreed

96	**Indemnity Limitation with TIPS Members** Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ". **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
97	**Arbitration Clauses** Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS? Agreed
98	**Required Vendor Sales Reporting** By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.
99	**Upload of Current W-9 Required** Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.
100	**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)** **By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:** If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." *See* Tex. Gov't Code § 809.001(1).

101	**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)** **By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:** If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. *See* Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." *See* Tex. Gov't Code § 2274.001(3) of SB 19.
102	**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)** **By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:** Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.
103	**Acknowledgement** By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

ADDENDUM NO. 1 TIPS 220105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES

This Addendum #1 ***does not*** require action from responding Vendors and ***does not*** require resubmission for Vendors who have already submitted. It is only to correct a misstatement originally included in Page 7 of the solicitation attachment entitled "220105 RFP Specifications." The original Page 7 of the solicitation attachment entitled "220105 RFP Specifications" mistakenly stated at the top of the page that, "This solicitation is seeking providers for: Safety Equipment, Supplies and Services." This Addendum No. 1 corrects it to properly state, "This solicitation is seeking providers for: Technology Solutions, Products and Services."

TIPS RFP 220105 Technology Solutions, Products and Services

REFERENCES	Columbia Advisory Group

Please provide three (3) references from three different entities, preferably from school districts or other governmental entities who ha
the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may delay the evaluation process.

You may provide more than three (3) references.

Entity Name	Contact Person	**VALID EMAIL IS REQUIRED**	Phone
Texas A&M University System	Dr. Mark Stone	Mstone@tamus.edu	979-458-6440
Texas Transportation Institute	Dr. Davis Sweeney	d-Sweeney@tti.tamu.edu	979-317-2115
North Texas College	Denise Cason	dcason@nctc.edu	(940) 668-3307
Del Mar College	Greg Palmer	gpalmer3@delmar.edu	361-698-1302
City of Waco	Mike Searight	msearight@wacotx.gov	254-722-7263

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Columbia Advisory Group
(Name of Corporation)

David McLaughlin **certify that I am the Secretary of the Corporation**
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

David McLaughlin
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

CEO
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available



SIGNATURE

2/15/22
DATE

TIPS RFP # 220105

Required Confidential Information Status Form

Columbia Advisory Group

Name of company

David McLaughlin, CEO

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

17950 Preston Road, Suite 380	Dallas	TX	75252	214-284-7953
Address	**City**	**State**	**ZIP**	**Phone**

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission**. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and *DO NOT* desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF_____PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature_____Date _____

---------- **OR** ----------

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature David McLaughlin Digitally signed by David McLaughlin Date: 2022.02.14 16:48:10 -06'00' Date _____



CAG

Innovate. Optimize. Secure.

Managed Services

Simplify, modernize and optimize IT

CAG emphasizes aligning infrastructure, applications, security, operations and lifecycle services with business requirements, across a broad spectrum of industries.

With managed services tailored to each client's specific needs, we accomplish our clients' goals even in the most challenging economic or change environments. We utilize the latest technologies and service approaches scaled to our clients' specific requirements at a budget level that fits performance targets. Whether you're a Fortune 1000 company, educational institution or a small-to-medium-sized business, we make IT better, faster, cheaper and more secure.

Key Managed Services:

- **IT outsourcing**
- **Network operations and infrastructure**
- **Network monitoring and management**
- **Application management**
- **Service desk and service desk management**
- **Security services** - assessment/audit, remediation, ISO and ongoing support
- **IT governance and leadership**
- **Cloud transition and related services**
- **Managed Resource Program (MRP)**

Select Managed Services Explained:

- **IT outsourcing**
  - Complete management of the technology function
  - Alignment of technology delivery with strategic business objectives
  - Onboarding of existing IT resources to CAG
  - Management of all systems and infrastructure
  - Reporting of key IT metrics
  - Management of IT governance
  - Project planning and prioritization
- **Network monitoring and management**
  - Device monitoring
  - Incident verification and assignment
  - Detailed troubleshooting and remediation
  - Dispatch if required
  - Tracking through final resolution of incidents
  - Incident reporting
- **Application management**
  - Enterprise application implementation
  - Custom application development
  - Interface development and support
  - Software/application lifecycle management
  - Enterprise software/application maintenance
  - Application monitoring and management
- **Cloud transition and related services**
  - Support of cloud migration assessments –evaluation, planning (including resource leveling), transition and optimization
  - Ongoing support of cloud services – monitoring and management – standalone or augmenting cloud-based tools
  - Performing cloud migrations, e.g., to Office 365
  - Performing cloud migrations to a platform, e.g., AWS
  - Support of cloud-based Software as a Service (SaaS) initiatives and Platform as a Service (PaaS) initiatives

Columbia Advisory Group, LLC
17950 Preston Rd • Suite 380 • Dallas, TX 75252
www.columbiaadvisory.com

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration & Finance

ITEM: Request Approval to Negotiate and Execute a Contract with an Investment Management Firm

DATE PREVIOUSLY SUBMITTED: April 1, 2018

SUMMARY:
The Administration requests authorization to negotiate and execute services with a qualified investment management firm that offers the University the best value. The selected firm will provide comprehensive investment advisory, portfolio oversight, and fiduciary services in support of the University's long-term financial stewardship and investment objectives. The solicitation is currently under evaluation. Timely authorization is essential to ensure continuity of services upon the expiration of the current contract on September 15, 2026. Without authorization to proceed, the University risks a disruption in essential investment advisory and portfolio oversight services, which could affect its ability to monitor performance, manage risk, and meet its fiduciary obligations. The Administration will provide the Board with formal notification of the selected awardee at its November meeting.

Procurement Method
Request for Proposal (RFP) 717-26-766 issued on July 30, 2026.

Contract Term
The proposed contract term shall be for an initial period of two (2) years, with two (2) additional one-year renewal options, subject to mutual agreement and satisfactory performance.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Education Code §51.9335 – Acquisition of Goods and Services by Institutions of Higher Education
Texas Government Code §2155.144 – Best Value Procurement

FISCAL IMPACT: NTE (Under Separate Cover)
1000-31000-7253-70 | Non-State-Appropriated Funds

SUPPORTING DOCUMENTATION:
Request for Proposal (RFP) Document

RELATED BOARD BYLAW, POLICY AND/OR MAPP
Board Policy 51.01
MAPP 03.02.03
MAPP 08.04.01

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.2 Strengthen data analytics
3.5 Ensure long-term legacy — diversify revenues, grow endowment
4.1 Update and optimize technology platforms and data governance

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

GENERAL COUNSEL

09/01/2026
DATE

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Sep 2, 2026 14:41:10 CDT)

CHIEF FINANCIAL OFFICER

09/02/2026

DATE

James Crawford (Sep 2, 2026 20:13:42 CDT)

PRESIDENT

09/02/2026

DATE

TSU

TEXAS SOUTHERN UNIVERSITY



REQUEST FOR PROPOSALS

INVESTMENT MANAGEMENT

RFP # 717-26-766

DEADLINE FOR SUBMITTAL:

11:00 a.m., Central Time, Thursday, August 13, 2026

(Proposals received after the date and time specified will not be accepted)

Texas Southern University
PROCUREMENT SERVICES
Attn: Greg Williams
3100 Cleburne Street
Mack O. Hannah Hall, Suite 333
Houston, Texas 77004 - 4598

GENERAL INFORMATION

1.1 SCOPE. The State of Texas, by and through Texas Southern University (TSU), seeks sealed proposals to establish a contract for Investment Management as needed by the University, in accordance with the specifications contained in this Request for Proposal (RFP).

1.2 CONTRACT TERM. The services requested shall be provided for a period of three (3) years, beginning with the date of the execution of the contract; with two (2) single-year options upon written agreement from both parties.

1.3 DEFINITIONS. The following is a list of generic definitions to be used only if the terms appear in the RFP:

(a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed

(b) Addendum - A modification of the specifications issued by TSU and distributed to prospective Respondents prior to the opening of responses

(c) Best and Final Proposal (BAFO) - A formal request made to selected Respondents for revisions to the originally submitted Proposal

(d) Contract – The contract awarded as a result of this RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent's Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits

(e) Contractor – Respondent whose proposal results in a contract with TSU

(f) Electronic State Business Daily (ESBD) – The Electronic State Business Daily, which is available on-line at http:esbd.state.tx.us/

(g) Gov't Code – Texas Government Code.

(h) Proposal – The response submitted by a vendor to TSU as a result of this solicitation.

(i) Respondent – Any person, firm or vendor who submits a Proposal in response to this solicitation.

(j) RFP – Request for Proposals, which is the type of solicitation embodied in this document.

(k) TAC – Texas Administrative Code, which is the publication for administrative rules.

1.4 CONFLICTS OF INTEREST:

Actual and Perceived Conflicts

By submitting a Proposal, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a Contract with the TSU. The Respondent also represents and warrants that entering a Contract with the TSU will not create the appearance of impropriety. In its Proposal, the Respondent shall disclose any existing or potential conflict of interest that it

might have in contracting with the TSU. The requirement to disclose any actual or potential conflict of interest shall begin at initial request for bids and continue during the term of the contract and shall survive until the end of the recordkeeping requirement in Section 1.5. TSU will decide, in its sole discretion, whether an actual or perceived conflict should result in Proposal disqualification or Contract termination.

Current and Former TSU Employees

In addition to the disclosures required above, the Respondent shall also disclose any of its personnel who are current or former officers or employees of the TSU or who are related, within the third degree by consanguinity (as defined by §573.023, Gov't Code) or within the second degree by affinity (as defined by §573.025, Gov't Code), to any current or former officers or employees of the TSU.

Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (e.g., Texas Government Code Chapters 572 and 573). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

1.5 RECORDS RETENTION

The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performance called for in the Contract. The Respondent shall retain all such records for a period of seven (7) years after the expiration of the Contract, or until TSU and/or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to TSU, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

1.6 INSURANCE AND OTHER SECURITY

Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide Texas Southern University with current certificates of insurance or other proof acceptable to Texas Southern University of the following insurance coverage:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract;

Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: $500,000 minimum each occurrence; $1,000,000 per general aggregate.

Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to Texas Southern University. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract and shall provide Texas Southern University with an executed copy of the policies immediately upon request.

1.7 COMMODITY CODE

The NIGP / State of Texas commodity code for this solicitation 946-56

1.8 BACKGROUND

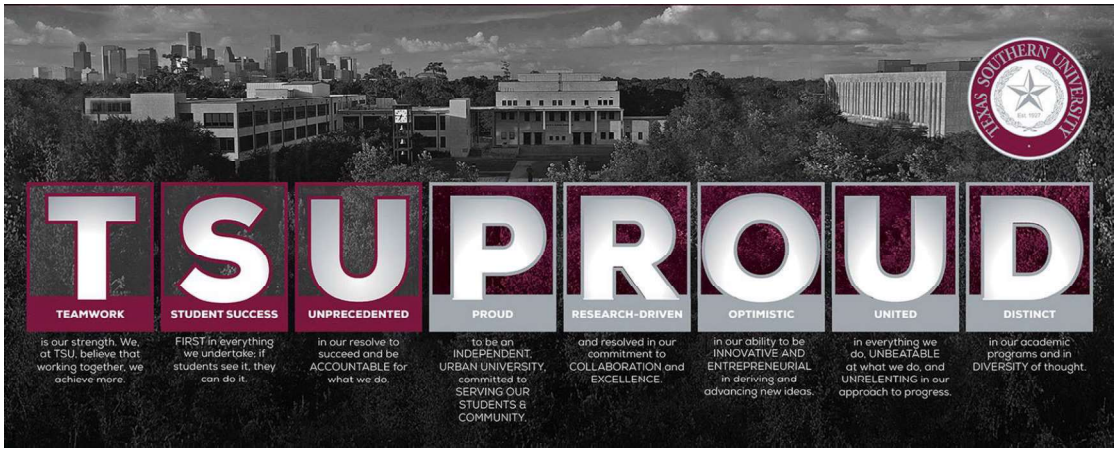
Texas Southern University ("TSU") is an elite, Carnegie R2 Institution and proud to be the premiere producer of talent for s strong Texas. The Owner one of the largest Historically Black College/University ("HBCU") in the nation and destined to become the first HBCU with the coveted Carnegie R1 status.

Since its founding in 1927, TSU has evolved from its origins as a small junior college into an elite, nationally competitive, Texas Southern is proud to be one of 11 HBCU's designated as a Doctoral University of High Research Activity (R2) by The Carnegie Classification of Institutions of Higher Education. Recognized for not only its research, TSU has demonstrated a commitment in every facet of university life from academics to athletics. Texas Southern University currently offers more than 120 undergraduate and graduate programs and concentrations at the baccalaureate, graduate-master, graduate-doctoral, and professional level. These programs are organized into 11 colleges, and the campus is situated on more than 150-acres of land in the heart of Houston's historic Third Ward community.

As the institution celebrates 99 years of providing learners with social and upward mobility through education, the administration has paid tribute to its rich past, while celebrating its present state, and envisioning its future.

Currently, Texas Southern University enrollment is approximately 8,000 students. The institution is currently finalizing a new strategic plan for the campus community. Preliminary strategies and goals contemplate the institution moving to 10,000 students by 2028 and 15,000 students in fall 2030.

Texas Southern University is committed to transforming lives and achieving unprecedented success at an accelerated pace. The Board of Regents, President, Administration, Faculty, and Staff live the mission of TSU everyday through their respective commitment to the students. Texas Southern University is PROUD to be the first public institution in Houston.



End of Section I

SECTION II

SCOPE OF WORK

2.1 SCOPE OF SERVICES AND DELIVERABLES

2.1.1 Investment Policy and Procedures – Review investment-related policies and procedures and make appropriate recommendations for changes.

2.1.2 Portfolio Analysis – Review asset allocations and structures and make recommendations for appropriate changes.

2.1.3 Reporting – Provide monthly flash reports and quarterly performance reports, including but not limited to, performance data and analysis for the total fund, individual asset classes; detailed analysis, including return attribution analysis, portfolio characteristics, style and risk analysis, peer universe comparisons; and holdings analysis relative to benchmarks.

2.1.4 Manager Research and Analysis – Manage the selection, retention, and dismissal of investment managers, performing the necessary due diligence and providing summary reporting.

2.1.5 Research – Shall perform the necessary due diligence on investment markets to ensure optimal performance, including monitoring, rebalancing and reporting.

2.1.6 Training, Development, and Reporting – Provide annual introduction to Asset Management for new Board and/or Committee members as well as quarterly reporting to Finance Committee and Board of Regents in person, if requested.

2.1.7 Market Summary – Provide a monthly summary and commentary of current developments in the domestic and global equity and debt markets.

2.1.8 Transition and Continuity of Services - Respondent shall provide a detailed transition and continuity plan describing how services will be assumed without disruption to the University's investment operations. The plan shall include:

- Transition schedule and implementation milestones.
- Knowledge transfer process.
- Coordination with existing investment managers and custodians.
- Risk mitigation strategies during transition.
- Continuity of reporting and performance monitoring.
- Communication plan with University administration and governing bodies.

2.1.9 Performance Improvement and Strategic Advisory Services - Respondent shall provide ongoing strategic investment recommendations including:

- Asset allocation studies.
- Capital market assumptions.
- Liquidity planning.
- Spending policy analysis.
- Benchmark evaluation.
- Emerging investment opportunities consistent with University objectives.

2.1.10 Investment Policy Statement Compliance – Respondent shall annually review the University's Investment Policy Statement (IPS) and recommend revisions, as appropriate, to ensure continued alignment with the University's investment objectives, applicable laws, and industry best practices. Respondent shall annually certify that all investment recommendations are consistent with the University's Investment Policy Statement and applicable governing statutes and regulations.

2.1.11 Investment Policy Compliance Monitoring – Respondent shall monitor the University's investment portfolio for compliance with the Investment Policy Statement and applicable statutory requirements. Respondent shall promptly identify any actual or potential deviations from the Investment Policy Statement and provide written recommendations for corrective actions, including implementation timelines and risk assessments.

2.2 REQUIREMENTS OF RESPONDENT

2.2.1 Respondent must be a registered investment advisor under the Investment Company Act of 1940.

2.2.2 Respondent must have been in business for a minimum of ten (10) years; if the Respondent has not been in business for at least ten (10) years, the senior principals of the Respondent must have at least ten (10) years of experience with institutional clients at an investment consulting firm.

2.2.3 Respondent must agree to act as a "fiduciary" with respect to Texas Southern University; and furthermore, Respondent warrants that it will not delegate these fiduciary responsibilities.

2.2.4 Respondent must disclose all conflicts of interest, all sources of revenue and all affiliations especially, but not limited to, investment managers contracted by the Respondent.

2.2.5 Respondent warrants that it has completed, obtained, and performed all registrations, filings, approval, authorizations, consents or examinations required by government or governmental authorities.

2.2.6 Respondent warrants that it has not paid and will not pay, has not given and will not give, a remuneration or thing of value directly or indirectly to TSU or any of its board members, officers, employees, or agents, or any third party except as disclosed to TSU with its response to this RFP or otherwise; including, but not limited to, a finder's fee, cash solicitation fee, fee for consulting or a fee for lobbying or otherwise.

2.2.7 Respondent warrants that it has established ethics and conflicts of interest policies and procedures, and proper internal compliance controls are in place.

2.2.8 If requested by TSU, Respondent must be prepared to present financial statements for the past five (5) years.

2.2.9 Respondent must have individuals assigned to TSU with a minimum of five (5) years' professional experience in the investment consulting field.

End of Section II

SECTION III

CRITERIA

3.1 CRITERIA

Respondents are expected to submit a proposal that considers and is responsive to the terms and conditions, specifications, scope of services, requirements, etc.; as well as the evaluation criteria set out in this document. The criteria in which your response will be evaluated are as follows:

Criterion 1 – Qualifications and Experience of the Respondent
Criterion 2 – Experience of Key Personnel
Criterion 3 – Investment Philosophy & Technical Methodology
Criterion 4 – Past Performances and References
Criterion 5 – Transition and Continuity
Criterion 6 – Hypothetical Portfolio
Criterion 7 – Cost / Fees

3.2 CRITERION 1: Qualifications and Experience of the Respondent

3.2.1 Provide a brief history of your firm including when your firm was established, type of ownership and office locations. If more than one office is listed indicate the office that will manage the project. If your firm has changed name or ownership within the last five (5) years indicate the former name.

3.2.2 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

3.2.3 Provide any details of all past or pending or claims filed against your company that would affect your company's performance under a Contract with the Owner.

3.2.4 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

3.2.5 Provide a description of your firm's percentage of revenues derived from investment consulting and/or asset management to non-profit organizations.

3.2.6 Please provide your firm's (i.e., your clients') record of asset performance. Please indicate whether results are net or gross of investment management fees.

3.2.7 What are your firm's key strengths, competitive advantages, and weaknesses?

3.2.8 Indicate whether your firm is registered with the SEC or state agency and if so, provide a copy of form ADV part II.

3.2.9 Has your firm, its principals or affiliates ever (a) been the focus of a non-routine SEC inquiry or investigation or a similar inquiry or investigation by a federal, state or self-regulatory organization, or

(b) been a party to any litigation concerning fiduciary responsibility or other investment related matters? If yes to any of the above, please provide details.

3.2.10 What is the client turnover (gains and losses) of your firm in the past three years, with reasons for termination of relationships?

3.2.11 Provide a list and limits of the various insurance coverages not listed in Section 1.6. Coverages may include but are not limited to Professional & Management Liability, Cyber/Privacy/Security insurance. Respondent must present evidence of coverage upon request.

3.2.12 Provide a detailed list of clients (beginning with Texas public colleges and universities) for which your firm has provided investment advisory or investment management services similar in scope, size, and complexity during the past five (5) years. Identify those clients governed by the Texas Public Funds Investment Act (PFIA), the Texas Education Code, or other public-sector investment requirements. For each client, provide the organization name, contact person, title, email address, telephone number, years of service, approximate assets under advisement, and a brief description of the services performed.

3.3 CRITERION 2: Experience of Key Personnel

3.3.1 Provide the names, biographies and qualifications of the team members who will provide the services to TSU. Identify the team leader accordingly.

3.3.2 Provide years of experience, years with your firm, position titles, and any other pertinent information such as awards, achievements, certifications, national memberships, publications, etc.

3.3.3 Respondent must have individuals assigned to TSU with a minimum of five (5) years professional experience in the investment consulting field, without exception.

3.4 CRITERION 3: Investment Philosophy & Technical Methodology

This section should describe and discuss your proposed approach and methodology in providing the services of the type and kind required in this RFP. By reading the proposed approach and methodology overview, Texas Southern University must be able to gain a comfortable grasp and clear understanding of the level of services to be provided, and the methods proposed by your firm to provide them.

3.4.1 Respondent shall respond to all requirements and statements noted in Section 2. List any exceptions or substitutions to the requirements and statements.

3.4.2 Describe the firm's knowledge and experience in specific asset class or strategy including private equity, real estate and alternative investments.

3.4.3 List all of your firm's standard services provided in a typical investment management relationship, including the firm's Asset Management Philosophy and what approach would be utilized for TSU in fulfilling this RFP.

3.4.4 Describe your firm's process for analyzing a client's existing Investment Policy. Describe your firm's method for recommending modifications and monitoring the Investment Policy and strategy.

3.4.5 Describe your firm's asset/liability modeling capability, and portfolio structure analysis. Describe the manner in which your firm would assist TSU in recommending changes and monitoring asset mix.

3.4.6 Describe your firm's process for evaluating a client's investment performance and how this is communicated to the client.

3.4.7 Describe the types of qualitative and quantitative factors you use in evaluating a portfolio manager.

3.4.8 How many investment managers do you currently track and describe the steps in your due diligence/search for manager selection?

3.4.9 Provide samples of investment performance reports.

3.4.10 Please address your firm's training of Committee members as it relates to their fiduciary responsibilities.

3.4.11 Discuss your firm's engagement in large investment opportunities as a participant and provide access to your clients.

3.4.12 Please thoroughly discuss the custodial services you will provide.

3.4.13 Describe how your firm preserves institutional knowledge throughout the engagement.

3.4.14 Explain how recommendations are tailored to a university's investment policy rather than using standardized portfolio models.

3.4.15 Describe your firm's experience providing investment advisory or investment management services to Texas public universities or university systems governed by the Texas Public Funds Investment Act (PFIA), the Texas Education Code, and other applicable state laws. Discuss your familiarity with statutory investment requirements, governance structures, Board reporting, and fiduciary responsibilities unique to Texas public institutions of higher education.

3.4.16 Describe your process for ensuring continuity when key personnel change.

3.4.17 Describe your philosophy regarding long-term endowment stewardship versus short-term performance.

3.5 CRITERION 4: Past Performance and References

3.5.1 Provide references from three (3) higher education clients from the past five (5) years for services that are similar in scope. Clients shall have endowments exceeding $100 million. These references should be able to speak specifically to your ability to provide the services described in this RFP. Provide the following information for each customer:

- Customer name and address;
- Contact name with email address and phone number;
- Time period in which work was performed;
- Client retention history;
- Litigation history;
- Regulatory actions;
- SEC examination results;
- Client satisfaction surveys, if available.

3.6 CRITERION 5: Transition and Continuity

Respondents to submit a detailed transition plan addressing:

Implementation schedule, Risk mitigation, Transfer of investment knowledge, Staffing continuity, Data migration, Coordination with custodians, Communication protocols, Estimated transition costs, Estimated transition timeline, and Operational risks.

3.7 CRITERION 6: Hypothetical Portfolio

Texas Southern University requests that all responses include a hypothetical portfolio based on the current university portfolio, with recommendations for asset allocations and investment products. Please include in detail how your Respondent would propose to use this hypothetical portfolio to meet the University's objectives. In this portfolio, the respondent should include recommendations regarding long-term policy goals (net return after fees and inflation), risk controls (to mitigate down periods), diversification controls, illiquidity controls, alignment with the University's investment objectives, spending rule assumptions and performance attribution methodology.

As of January 31, 2026; investment assets totaled $126.2 million and were allocated as follows:

Investment Type:	*Total*	*Percentage of Fund*
Cash and Equivalents:	$9,369,490	7.42
Domestic Equity:	$61,869,571	49.01
Global Equity:	$20,035,447	16.48
U.S. Gov't Fixed Income:	$28,035,447	22.21
Alternative Investments:	$6,159,669	4.88

Breakdown of the 2026 portfolio:
Equity 66%
Fixed Income 22%
Alternatives 5%
Cash 7%

3.8 CRITERION 7: Cost / Fee

3.8.1 Respondents shall complete a Scope Compliance Matrix prior to completing the pricing schedule. The matrix list every required service from Section II. Check each box to indicate whether it is Included in Base Fee, Available at Additional Cost, or Not Offered.

Scope Compliance Matrix

Item #	Description	Included in Base Fee	Available Additional Cost	Not Offered
2.1.1	Investment Policy and Procedures			
2.1.2	Portfolio Analysis			
2.1.3	Reporting			
2.1.4	Manager Research and Analysis			
2.1.5	Research			
2.1.6	Training			
2.1.7	Market Summary			
2.1.8	Transition and Continuity			
2.1.9	Performance Improvement			
2.1.10	Investment Policy Statement			
2.1.11	Investment Policy Compliance Monitoring			

3.8.2 For evaluation purposes, Respondents shall assume a University investment portfolio with assets under advisement of $121,000,000. Respondents shall complete the University's Pricing Schedule and provide a fixed annual fee that includes all services identified in Section II, Scope of Work. Any service not included in the annual fee shall be identified separately as an optional service and will not be considered in the evaluated price. Failure to complete the Pricing Schedule may result in a score of zero for the Cost/Fee criterion.

The proposed fixed annual fee shall include **all services identified in Section II, Scope of Work**, unless specifically identified as an optional service in the Pricing Schedule.

Pricing Schedule

Service Group	Included in Base Fee (Yes/No)	Annual Fee
Investment Policy & Compliance		
Portfolio Management & Asset Allocation		
Manager Research & Due Diligence		
Performance Monitoring & Reporting		
Strategic Advisory Services		
Board & Committee Support		
Transition & Continuity Services		
Training & Education		
Other Services		
Total Fees		

Contract Year	Total Fixed Annual Fee
Year 1	
Year 2	
Year 3	
Grand Total	

End of Section III

SECTION IV

PROPOSAL INFORMATION

4.1 SCHEDULE OF EVENTS

The solicitation process for this RFP will proceed according to the following schedule:

EVENT	DATE
Issue RFP / ESBD Posting Date	July 30, 2026
Deadline for Submission of Questions	August 6, 2026
Deadline for Submission of Proposals	August 13, 2026

4.2 REVISIONS TO SCHEDULE

TSU reserves the right to change the dates in the schedule of events above upon written notification through a posting on the Electronic State Business Daily (ESBD) and the TSU Purchasing website. It is the responsibility of interested parties to periodically check either website for updates to the RFP prior to submitting a Proposal. The Respondent's failure to check the website will in no way release the selected Contractor from the requirements of addenda or additional information; nor will any resulting additional costs to meet the requirements be allowed after award(s).

4.3 PRE-PROPOSAL MEETING

There will not be a pre-proposal meeting.

4.4 PROPOSAL REQUIREMENTS

4.4.1 Submissions: Respondents shall submit one (1) paper original and five (5) paper copies of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal. Complete proposal page count shall be a maximum of 100 pages, printed on both sides. Page count does not include TSU required forms.

Please submit a flash drive version as well. Please ensure that your entire bid response is on the flash drive as this will be the official version of your bid response, and it will be the only copy we keep on file.

4.4.2 Format of Proposals - Respondents will be expected to provide the following information in the order and detail prescribed below. Each section should be tabbed accordingly:

Introduction Letter (2-page maximum)
Table of Contents
Tab 1: Criteria 1
Tab 2: Criteria 2
Tab 3: Criteria 3

Tab 4: Criteria 4
Tab 5: Criteria 5
Tab 6: Criteria 6
Tab 7: Criteria 7
Tab 8: TSU Terms and Conditions
Tab 9: Exhibit A: Execution of Proposal
Tab 10: Exhibit B: Executive Order GA-48 Compliance Statement (Higher Education)
Tab 11: Form 1295
Tab 12: Addenda
Tab 13: Sample Contract

4.4.3 Cost of Preparation: TSU will not reimburse the Respondent for any cost related to its Proposal. The Respondent is responsible for any expense related to the preparation and submission of its Proposal.

4.4.4 TSU will not consider any proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act (PIA), Tex. Government Code, Chapter 552, and may be disclosed to the public upon request. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable, and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14-point font.

4.5 INQUIRIES / QUESTIONS

4.5.1 All inquiries and questions shall be submitted in writing (in Word format) via email to Mr. Greg Williams at Gregory.williams@tsu.edu by **12:00 noon Central on Thursday, August 6, 2026**; the date listed as the deadline for submission of questions as specified in Section 4.1 above.

4.5.2 All inquiries will result in written responses with copies posted to the State of Texas Electronic State Business Daily and the TSU Purchasing website. If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.

4.5.3 Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of TSU will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.

4.5.4 If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFP and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a 'blanket

exception' to this entire RFP. If any Respondent takes a blanket exception to this entire RFP or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Respondent.

4.6 PROPOSAL SUBMISSION

4.6.1 All Proposals shall be received and documented in the Purchasing Office and/or the Purchasing Department at TSU prior to the stated deadline date specified in the Schedule of Events above. TSU reserves the right to reject late submittals.

4.6.2 Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent's responsibility to appropriately mark and deliver their proposal response to Greg Williams in the Purchasing Office located in Hannah Hall, suite 333, by the specified date and time. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice, or receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

4.6.3 Telephone, email and facsimile proposal responses will not be accepted.

4.6.4 Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

4.6.5 The TSU Standard Terms and Conditions is included in this solicitation for your convenience with the thought that you can present it to your legal department, and they can begin reviewing them, in order to speed up possible negotiations.

4.7 POINT-OF-CONTACT: The Owner designates the following person, as its representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact person.

Mr. Greg Williams
TSU Purchasing
Email: gregory.william@tsu.edu

4.8 DELIVERY OF PROPOSALS

Proposals are commonly shipped to TSU by one of the following methods: U.S. Postal Service, Fed Ex Overnight / Express Mail, or Hand Delivery (recommended).

** Please instruct your delivery service to avoid delivering your submittal to the University's Post Office nor our Warehouse / Central Receiving as this will delay delivery and could ultimately result in your response being late; and consequently rejected. All solicitation responses must be delivered to the TSU Purchasing Office located in room 333 in Hannah Hall, our main administration building.

4.9 PROPOSAL OPENING

4.9.1 Proposals will be opened by the assigned buyer in their office or their department conference room, whichever is most appropriate and available.

4.9.2 All submitted Proposals become the property of TSU after the RFP submittal deadline. The submitted proposals and accompanying documentation will not be returned.

4.9.3 Proposals submitted shall constitute a Proposal for a period of ninety (90) days or until selection is made by TSU, whichever occurs earlier.

4.10 PROPOSAL EVALUATION AND AWARD

4.10.1 TSU shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas and Texas Southern University, as defined by Tex. Government Code, Section 2155.074.

4.10.2 A committee will be established to evaluate the Proposals. The committee will include employees of TSU and other persons invited by TSU to participate.

4.10.3 TSU reserves the right to request oral presentations from the respondents as an addition source of the evaluation and best value process. If oral presentations are needed for more clarification TSU will notify respondents of the conditions of the oral presentation.

4.10.4 TSU reserves the right to award contract(s) without any negotiations, without a BAFO, and/or TSU reserves the right to not make an award at all.

4.10.5 The Respondent is strongly encouraged to provide its best price in its Proposal because TSU makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFP process.

4.10.6 The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

Criteria	Weight
Criterion 1: Qualifications & Experience of the Respondent	20%
Criterion 2: Experience of Key Personnel	15%
Criterion 3: Investment Philosophy & Technical Methodology	20%
Criterion 4: Past Performance & References	20%
Criterion 5: Transition and Continuity Plan	10%
Criterion 6: Hypothetical Portfolio	5%
Criterion 7: Cost / Fees	10%

4.10.7 The evaluation committee will determine if Best and Final Offer (BAFO) are necessary. Award of a contract may be made without a BAFO, so you are encouraged to submit your best Proposal initially. A request for a BAFO is at the sole discretion of TSU and if requested, will be extended in writing.

4.11 TSU reserves the right to award to multiple vendors and/or make a split award if deemed in the best interest of the University.

End of Section IV

EXHIBIT A

EXECUTION OFFFER

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Respondent certifies that:
All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

Respondent has not given, offered to give, nor intends to give at any time hereafter, any economicopportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Neither Respondent nor the corporation, partnership, or institution represented by Respondent oranyone acting for such respondent, corporation, or institution has (1) violated the antitrust laws ofthe State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrustlaws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

When a Texas business address shown hereon that address is, in fact, the legal business addressof Respondent and Respondent qualifies as a Texas Resident Bidder under 1 TAC § 111.2.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP hasany financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004,Government Code, the vendor [Respondent] certifies that the individual or business entity namedin this Proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract May be terminated and payment withheld if this certification is inaccurate."

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified paymentand acknowledge that this contract May be terminated and payment withheld if this certification is inaccurate.

Under *Government* Code § 669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of theTexas Comptroller of Public Accounts, Texas Southern University or any other state agency, wasinvolved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of *Texas Southern University* or other state agency, then Respondent shall provide the following information: Nameof former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent. Respondent agrees that any payments due under this contract will be applied towards any debt,including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Texas Southern University is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross- referencing respondents/vendors with the Federal General Services Administration's Systemfor Award Management (SAM), https://www.sam.gov/SAM/ , which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Respondent certifies that the responding entity and its principals are eligible to participate in thistransaction and have not been subjected to suspension, debarment, or similar ineligibilitydetermined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/SAM/

Under Section 2155.006(b) of the Texas Government Code, a state agency May not accept a Proposal or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five- year period preceding the date of the Proposal or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas GovernmentCode, the respondent certifies that the individual or business entity named in this Proposal is notineligible to receive the specified contract and acknowledges that any contract resulting from thisRFP May be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor May conduct anaudit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptanceof funds by the Respondent or any other entity or person directly under this contract or indirectlythrough a subcontract under this contract acts as acceptance of the authority of the state auditor,under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor mustprovide the state auditor with access to any information the state auditor considers relevant to theinvestigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperateis included in any subcontract it awards.

The Respondent represents that, to the extent this Solicitation constitutes a contract for goods orservices within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subjectto applicable Federal law, Respondent (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38

( ) Supplies, materials, or equipment produced in TX or offered by TX bidder or TX bidder thatis owned by a service-disabled veteran
( ) Agricultural products produced or grown in TX
( ) Agricultural products and services offered by TX bidders
( ) USA produced supplies, materials, or equipment
( ) Products or persons with mental or physical disabilities
( ) Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
( ) Energy Efficient Products
( ) Rubberized asphalt paving material
( ) Recycled motor oil and lubricants
( ) Products produced at facilities located on formerly contaminated property
( ) Products and services from economically depressed or blighted areas
( ) Vendors that meet or exceed air quality standards
( ) Recycled or Reused Computer Equipment of Other Manufacturers
( ) Foods of Higher Nutritional Value

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this Proposal.

RESPONDENT (COMPANY) _____

SIGNATURE _____

NAME (TYPED/PRINTED _____

TITLE: _____

EMAIL ADDRESS _____

PHYSICAL ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE _____

FAX _____

TAX IDENTIFICATION NUMBER _____

DATE _____

End of Exhibit A

EXHIBIT B

Executive Order GA-48 Compliance Statement (Higher Education)

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

Pursuant to Executive Order GA-48 issued by Greg Abbott, Respondent affirms its understanding of and commitment to comply with all applicable requirements related to foreign adversary restrictions as they apply to public institutions of higher education.

Respondent certifies that it is not owned by, controlled by, or affiliated with any entity identified as a foreign adversary and does not participate in prohibited foreign talent recruitment programs or restricted research collaborations. Respondent further certifies that it does not receive funding, contractual support, or other resources from prohibited foreign sources that would conflict with the requirements of this Executive Order.

In support of institutional research security and academic integrity, Respondent agrees to fully disclose any foreign affiliations, partnerships, funding sources, or collaborative arrangements that may involve foreign entities. This includes, but is not limited to, research sponsorships, joint academic programs, data-sharing agreements, and subcontracting relationships.

Respondent acknowledges that any resulting agreement may be subject to enhanced compliance measures, including review of research activities, data access limitations, export control considerations, and restrictions on the use of certain technologies, equipment, or personnel connected to foreign adversaries.
Respondent further agrees to comply with all institutional policies related to international travel, remote work conducted outside the United States, and access to university systems or sensitive data, where applicable to the services provided.

Failure to comply with the provisions of Executive Order GA-48 and applicable institutional policies may result in disqualification from the solicitation process, contract termination, and/or other remedies available under law.

Vendor Certification – Executive Order GA-48 Compliance

The Respondent must complete the following certification. Failure to complete this section may result in disqualification.

☐ **Certified Compliant**

Respondent affirms that it is fully compliant with the requirements of Executive Order GA-48 and has no prohibited affiliations, funding sources, or engagements.

☐ **Disclosure Required**

Respondent affirms compliance but has disclosed below any affiliations, funding sources, partnerships, or activities that may require review under GA-48.

☐ **Non-Compliant**

Respondent is unable to certify compliance with Executive Order GA-48.

If "Disclosure Required" is selected, provide details below (attach additional pages if necessary):

Authorized Representative Name: _____

Title: _____

Company Name: _____

Signature: _____ Date: _____

End of Exhibit B

HOUSE BILL 1295 (CERTIFICATE OF INTERESTED PARTIES)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Complete filing instructions are included in this bid, in which this form must be submitted. The link to the form can be located at the following link: https://www.ethics.state.tx.us/filinginfo/1295/.

End of the solicitation

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Academic Affairs, Research, & Student Life

ITEM: Request Approval to Renew Student Housing Master Lease Agreement for the Icon and Loft Apartments

DATE PREVIOUSLY SUBMITTED: October 17, 2024

SUMMARY:
Approval is requested to exercise the first of two, one-year renewal options under the Student Housing Master Lease Agreement for the Icon and Loft Apartments. The original lease was approved by the Board at the October 17, 2024, Board meeting. The lease term runs from August 1, 2025, to July 31, 2027, with two, one-year renewal options, which must be exercised no later than September 15th of the year preceding the termination of the term.

Renewal of the agreement will continue to provide apartment-style housing for upper-class students while preserving on-campus residence hall capacity for first-year students. The original lease was signed on January 2025 and the terms are from 8/1/2025 - 7/31/2027.

Exercising the renewal option will provide the following benefits:

- Provides approximately 702 beds for upper-class students in apartment-style housing.
- Supports the University's enrollment, retention, and student success initiatives by maintaining adequate housing inventory.
- Preserves on-campus residence hall space for first-year students.
- Allows Residential Life and Housing staff to continue providing student support, community development, and residential programming.
- Ensures continuity of housing operations for the 2027-2028 academic year without interruption.
- Provides students with housing located in close proximity to the University.

Contract Term
Two (2)-year term with option to renew for two (2) periods of one year each upon mutual agreement, with advance written notice to occur no later than September 15th of the year proceeding termination.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: This should be a pass-through, students are billed for the rent of their assigned apartment unit through their TSU student account, and the University pays the vendor. If balances are unpaid, it's the university's responsibility to pay the vendor and the charge is on the student account blocking class registration for future term.

SUPPORTING DOCUMENTATION:

Contract - LMS

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
Board Policy 51.01
MAPP 08.04.01

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.3 Grow total enrollment

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	08/18/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Aug 18, 2026 11:25:41 CDT)	08/18/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Aug 29, 2026 06:35:50 CDT)	08/29/2026
PRESIDENT	**DATE**

MASTER LEASE AGREEMENT

This Master Lease Agreement ("Agreement") is entered into by and between Texas Southern University ("Tenant") and Elgin Ventures, LLC and Scott Street Ventures, LLC (together, "Owner"). Tenant and Owner are individually known as a "Party" or collectively "Parties".

STATEMENT OF FACTS

A. Tenant and Owner are entering into this Agreement for a term of two (2) years, effective for a period commencing on , August 1, 2025, and ending on July 31, 2027(the "Term"). There will be option to renew this Agreement for two (2) periods of one year each upon mutual agreement (each, an "Extension"), with advance written notice to occur no later than September15th of the year preceding termination of the Initial Term, or the immediately preceding Extension, as applicable. The Rent (as defined below) during each Extension shall be at the then current market rate not lower than the rates currently in place,. Owner shall provide the applicable market rate at the time of any renewal.

B. Owner is leasing to Tenant 850 total bed spaces (individually "Bed" and collectively "Beds") within The Icon & Lofts at Icon apartments (the "Apartments") to Tenant to be occupied by Texas Southern University students ("Occupants"). Occupancy of a Bed includes occupancy of a shared common area with other residents of the Apartments. The description of the Beds and Apartments is attached as Exhibit "A".

C. The entire apartment project known as The Icon and the Lofts at Icon shall also be described in this Agreement as the "Community". Occupants shall be Occupants of the Community. In addition, Occupants shall have the right, in common with other Occupants of the Community, to use any common area facilities in the Community.

D. Occupants shall have the right to occupy the Beds and Apartments through a Texas Southern University Student Housing Agreement as well as the Residential Life & Housing Rules and Regulations and the Student Code of Conduct. Tenant is responsible for all costs and expenses for damages and repairs to the Premises or Community. Tenant is further responsible for the conduct of its Occupants. Occupants shall have the obligation to comply with Owner's Rules and Regulations attached as Exhibit "B".. If an Occupants fails to comply with the Rules and Regulations or otherwise conducts him or herself in a manner that would be grounds for eviction, Tenant agrees to work with Owner to remove the Occupant, in particular in matters involving health or safety of other Occupants or Occupants. To the extent possible, Tenant and Owner will cooperate to make the Occupants subject to the same obligations as other Occupants who directly lease from Owner.

E. Tenant agrees to comply with all applicable local, state or federal laws with respect to its use and the use of its Occupants of the Beds and Apartments.

Based upon the mutual covenants and promises contained herein, the Parties agree as follows:

1. Incorporation of Statement of Facts. The Statement of Facts is incorporated into the operative provisions of this Agreement as if fully set out herein.

2. Rent And Fee Schedule is as below. All additional amounts due and owing by the Tenant to the Owner pursuant to this Agreement, including without limitation parking fees, administrative fees, repair fees and electricity fees, are collectively referred to as "Additional Rent." Payments of Base Rent and Additional Rent shall be due and payable on the first day of each month during the Term. For any payment of Base Rent or Additional Rent not received within five (5) days of the date when due, Tenant shall be charged a late charge equal to 5% (five %) of the unpaid amount. Late Charges shall be deemed Additional Rent under this Agreement. In addition thereto, any payments not received by Owner within ten (10) days of the date when due shall bear interest at the rate of ten percent (10%) per annum until paid.

3. Base Rent. Tenant agrees to pay Owner the following:

The Icon									
Floorplan	Plan Type	Occupancy	Size	Rates	Total beds	Electricity CAP	Parking	Total	Base Rent Total
SI	Studio	Single Occupancy	399	$1,350	15	$25	$55	$1,430	$20,250
A1	1 Bedroom 1 Bath	Single Occupancy	591	$1,500	15	$25	$55	$1,580	$22,500
A2	1 Bedroom 1 Bath	Single Occupancy	591	$1,500	10	$25	$55	$1,580	$15,000
B1	2 Bedroom 2 Bath	Single Occupancy	931	$1,200	30	$25	$55	$1,280	$36,000
B3	2 Bedroom 2 Bath	Single Occupancy	1,064	$1,240	50	$25	$55	$1,320	$62,000
D1	4 Bedroom 4 Bath	Single Occupancy	1,362	$875	200	$25	$55	$955	$175,000

The Lofts									
Floorplan	Plan Type	Occupancy	Size	Rates	Total beds	Electricity CAP	Parking	Total	Base Rent Total
SI	Studio	Single Occupancy	397	$1,350	44	$25	$55	$1,430	$59,400
S1A	Studio	Single Occupancy	430	$1,375	18	$25	$55	$1,455	$24,750
SIB	Studio	Single Occupancy	430	$1,375	6	$25	$55	$1,455	$8,250
S2	Studio	Single Occupancy	489	$1,399	5	$25	$55	$1,479	$6,995
S3	Studio	Single Occupancy	511	$1,399	5	$25	$55	$1,479	$6,995
A1	1 Bedroom 1 Bath	Single Occupancy	591	$1,500	22	$25	$55	$1,580	$33,000
A3	1 Bedroom 1 Bath	Single Occupancy	617	$1,500	18	$25	$55	$1,580	$27,000
A4	1 Bedroom 1 Bath	Single Occupancy	567	$1,500	6	$25	$55	$1,580	$9,000
B1	2 Bedroom 2 Bath	Single Occupancy	970	$1,200	20	$25	$55	$1,280	$24,000
B3	2 Bedroom 2 Bath	Single Occupancy	1,064	$1,240	60	$25	$55	$1,320	$74,400
CI	3 Bedroom 3 Bath	Single Occupancy	1,125	$995	66	$25	$55	$1,075	$65,670
D1	4 Bedroom 4 Bath	Single Occupancy	1,362	$875	72	$25	$55	$955	$63,000
EI	5 Bedroom 5 Bath	Single Occupancy	1,983	$949	50	$25	$55	$1,029	$47,450
Total					712				$ 780,660

Payments of Base Rent and Additional Rent will be made by Tenant to Owner in accordance with the payment schedule below with the first Rental Installment due and payable at the start of the Term or the first of the month, as appropriate, and continuing on the first day of each subsequent month during the Term of this Agreement. If the date upon which the payment of Base Rent commences, is other than the first day of a calendar month or if this Lease terminates on a day other than the last day of a calendar month, then the installments of the Base Rent for such month or months shall not be prorated on a daily basis and the installment or installments shall be paid in advance. The Monthly Base Rent will be $780,660. Tenant shall have free Two-bedroom apartments for two of the managers for each manager. Tenant also shall have 4 of the Two bedroom apartments for their resident Assistants. The selection and location of those units shall be done 10 days before move in. Once those floor plans are selected , then this free apartment rent value will be deducted from the monthly total of $780,660.

4. Telecom Fee. Each Occupant shall be responsible for providing for its own telecommunication services. Owner shall not assess telecom fees Against Tenant or any Occupant.

5. Conservation Cap for Electricity. Owner will bill Tenant for all electricity charges, but will give a Conservation Cap for electricity up to a maximum of twenty-five dollars ($25.00) per month per Bed. In the event the electricity bill for a Bed exceeds the Conservation Cap amount per Bed in a month, Owner shall bill Tenant within thirty (30) days of the date of the invoice provided to Tenant.

6. Application Fee. The Application Fee shall be waived by Owner. Tenant understands and agrees it will perform on each Occupant its customary application process.

7. Parking Fee: 55$ will be charged for the Occupants using the parking garage. Occupants who request reserved parking, shall be required to pay an additional $30 on top of 55$ parking fee.

8. Occupants. Tenant expressly agrees only Occupants will be allowed to reside in the Beds. Occupant may enter into no-cost separate license or lease contract sub-lease agreements (individually, "Sublease Contract," collectively "Sublease Contracts") with the Tenant, governing the relationship between Occupants and their sublessees. Tenant shall be responsible for documenting and controlling such Sublease Contracts.

Tenant Initials CG

9. Defaults by Occupants; Defaults by Tenant. Whenever Tenant and Owner take any action with regard to an Occupant who violates the terms and conditions of this Agreement, they shall notify each other in writing of such event and Tenant may identify a replacement student to occupy a Bed. The following events shall be deemed to be Events of Default by Tenant under this Agreement (collectively, the "Events of Default"): (i) Tenant shall fail to pay any Rent pursuant to the terms hereof within five (5) days after the due date thereof; or (ii) Tenant shall fail to comply with any term, provision, covenant or warranty made under this Agreement by Tenant, other than the payment of Rent payable by Tenant, and shall not cure such failure within ten (10) days after written notice thereof to Tenant; or (iii) any affirmative act of insolvency by Tenant, or the filing by Tenant of any petition or action under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors, or Tenant's transfer in fraud of creditors or assignment for the benefit of creditors of all or substantially all of Tenant's assets; or (iv) the filing of any involuntary petition under any bankruptcy statute against Tenant (that fails to be dismissed within thirty (30) days of filing), or the appointment of any receiver or trustee to take possession of the properties of Tenant; (v) Tenant's abandonment or vacation of any part of the Premises,(vi) Tenant doing or permitting to be done any act which results in a lien being filed against the Premises and the same is not removed within thirty (30) days; or (b) to comply with any term, provision, covenant or warranty made under this Agreement, Lease Contract, or license, other than the payment of Rent payable by Occupant, and shall not cure such failure within ten (10) days after written notice thereof to Occupant. Tenant agrees that Owner has the right, but not the obligation, to initiate eviction proceedings or exercise any default remedies available to Owner under this Agreement, only after Tenant has been given a reasonable time (which time shall, in no event, be less than the minimum required by applicable law from the date that Tenant is first given notice in writing of such event, except in situations involving the health or safety of other residents) to address and cure such violation but fails to do so. In the event that Tenant fails to cure or remedy any such violation within the cure period provided under this section, Tenant shall promptly remove such Occupant or Owner shall remove or evict such Occupant. Tenant understands and agrees that Owner has the right, but not the obligation, to initiate eviction proceedings or exercise any default remedies available to Owner under this Agreement, any Lease Contract or other sub-lease. Owner shall notify the Designated Representative (as defined below) of Tenant of violations by Occupants. There will be no cure period for Occupants who pose a threat to the health or safety of other Occupants. Tenant shall be liable for and shall pay all costs and expenses for damages and repairs to the Premises or Community (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets and doors; and reasonable charges for Owner's overhead, administrative cost, and expense) caused by Occupant's or Occupant's guests' use, occupancy, abuse, carelessness or misuse, subject to reasonable notice to cure by Owner. Such costs for repairs and damages shall constitute Additional Rent.

10. Owner's Default Remedies. Upon the occurrence of an Event of Default, Owner shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever: (i) terminate this Agreement, in which event Tenant shall immediately surrender the Premises to Owner and if Tenant fails to do so, Owner may without prejudice to any other remedy which it may have, enter upon and take possession of the Premises and expel or remove Tenant, by force, if necessary, without being liable for prosecution or any claim of damages therefor; (ii) enter upon the Premises by force, if necessary, without being liable for prosecution or any claim of damages therefor, and do whatever Tenant is obligated to do under the terms of this Agreement; (iii) without terminating this Agreement unless Owner so notifies Tenant in writing, enter upon the Premises, and, without court order or other process of law, take possession of and remove the equipment and personal property, if any, of Tenant; (iv) exercise any other remedy permitted by law or at equity or by statute or otherwise; or (v) without terminating this Agreement, enter upon the Premises, expel or remove Tenant and relet the Premises on behalf of Tenant and receive directly the rent from the reletting and Tenant agrees to pay Owner on demand any deficiency that may result from the reletting.

Tenant agrees that Owner shall not be liable for any damages resulting to Tenant from Owner's enforcement of this Agreement, whether caused by negligence of Owner or otherwise (INCLUDING THE FAULT, NEGLIGENCE OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS OF OWNER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR INVITEES). Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein provided constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any Rent payable by Tenant and due to Owner hereunder or of any damages accruing to Owner by reason of violation of any of the terms, covenants, warranties and provisions herein contained. Forbearance by Owner to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default. Tenant agrees to pay to Owner all costs and expenses incurred by Owner in the enforcement of this Agreement or which Owner may incur or suffer by reason of Tenant's default or the termination of this Agreement, including without limitation, the fees of Owner's attorneys', reasonable reconfiguration expenses,

rental concessions and other inducements to new tenants, advertising expenses and broker's commissions. No waiver of any breach of the covenants, warranties, agreements, provisions, or conditions contained in this Agreement shall be construed as a waiver of said covenant, warranty, provision, agreement or condition or of any subsequent breach thereof. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to, but not restrictive of, or in lieu of those conferred by law. Tenant understands that the Community is a student living multifamily apartment property. Accordingly, units and bed spaces are leased in a manner that is unique to student housing versus traditional apartment housing. Units and bed spaces for the subsequent school year are leased predominantly in advance of each school year and it is more difficult to lease units and bed spaces for the current school year once the school year has already commenced. Therefore, the damages experienced by Owner for a Tenant default at the beginning or during the middle of the school year may be significant and Owner's ability to mitigate damages may be more limited when compared to traditional apartment housing. The Parties agree that in the event of a Tenant default the total sum owed during the entire Term will immediately become due and payable, to the extent authorized by applicable law, subject to Owner's reasonable duty to mitigate damages. Owner shall be authorized to collect the amount owed in any manner existing pursuant to applicable law, including immediate initiation of a lawsuit.

11. Parties' Representatives. Tenant will not have a representative in residence at the Community during the Term. The initial Designated Representative for the Tenant shall be Yvette Barker. All notices shall be delivered to the following addresses:

Yvette Barker
Texas Southern University
3443 Blodgett St., Suite 200
Houston, Texas 77004
Phone: (713) 373-7201
Email: yvette.barker@tsu.edu

Notwithstanding the foregoing, Tenant may change Tenant's designated representative or address for the receipt of notices hereunder by written notice to Owner.

Owner hereby designates The Property Manager of The Icon as its Designated Representative. All notices shall be delivered to the following address:

The Icon
Attn: Property Manager
3509 Elgin Street
Houston, Texas 77004

With a copy to:
JULIE BARRY, ESQ._____
Moody Law Group, PLLC
3003 W. Alabama St., Houston, TX 77098
Email: jbarry@moodylawgroup.com

Any notices required under this Agreement, and any initial contacts, oral or written, shall be between the Designated Representatives specified by the Parties in this paragraph of the Agreement.

12. FF&E, Keys and Equipment. Owner will provide Occupant with keys and access devices as applicable to the Beds and Apartments (collectively "Keys"). Occupant agrees to safeguard the Keys and to notify Owner immediately if any Key is missing, lost or stolen. Owner shall disclose to the Occupants its policy regarding Keys and certain of its agents may have access to the Keys and the purpose for which such access may be used. Tenant shall have access to the Keys at any time. The owner shall be entitled to charge a fee, a pet, for all replacement keys garage entry remotes as well as replacement of all owner provided materials, fixtures, furniture, appliances, tools and etc. Owner shall also require a pet rent fee of $25 per month.

13. Amendment of Agreement. This Agreement may be amended, modified or supplemented only by a written instrument executed by the Party against which enforcement of the amendment, modification or supplement is sought.

14. Utilities and Services. Owner agrees to furnish water, sewer, trash, pest control, and Internet access for the Apartments but Tenant must separately pay and provide required deposits for all other utilities, city services, city fees, charges for local and long-distance phone service, additional or private lines, information

and 911 calls. Except for utilities provided by Owner, Tenant agrees that all utilities and services paid for by Tenant will be in Tenant's name prior to, but not later than, the first day of the Term. Tenant acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of this Agreement. Owner is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Owner is not responsible for outages or lapses caused by outside providers or for Occupant's use of the Internet.

15. Surrender. On the last day of the Term, or on the sooner termination thereof, Tenant shall peaceably surrender the Premises in good condition and repair consistent with Tenant's duty to make repairs as herein provided. On or before the last day of the Term, or the date of sooner termination thereof, Tenant shall, at its sole cost and expense, remove all of its property and fixtures and equipment, if any, from the Premises, and all property not removed shall be deemed abandoned at the end of the Term. Tenant hereby appoints Owner as its agent to remove all property of Tenant from the Premises upon termination of this Agreement and to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant, and Owner shall not be liable for damage, theft, misappropriation or loss thereof and Owner shall not be liable in any manner in respect thereto. Tenant shall pay all costs and expenses of such removal, transportation and storage. Tenant shall leave the Premises in good order, condition and repair, reasonable wear and tear and damage from fire and other casualty not caused by Tenant excepted. Tenant shall reimburse Owner upon demand for any expenses incurred by Owner with respect to removal, transportation or storage of abandoned property and with respect to restoring the Premises to good order, condition and repair. All improvements, alterations, additions, installations and fixtures, other than Tenant's fixtures and equipment, which have been made or installed by either Owner or Tenant upon the Premises shall remain the property of Owner and shall be surrendered with the Premises as a part thereof, unless Owner has required Tenant to remove same, in which event Tenant shall cause such removal to be completed prior to the termination of this Agreement. Tenant shall promptly surrender all keys for the Premises to Owner at the place then fixed for the payment of Rent and shall inform Owner of the combinations of any vaults, locks and safes left on the Premises

16. Insurance and Indemnity. Owner shall, at all times during the Term, maintain a policy or policies of insurance insuring the building (exclusive of the foundation) for loss or damage by fire, explosion, and other customary hazards, subject to commercially reasonable deductible amounts. Tenant acknowledges that Owner does not maintain insurance to protect Occupants against personal injury, loss or damage to personal property or belongings, or to cover Tenant's or Occupant's own liability for injury, loss or damage Tenant's or Occupant's (or Tenant's or Occupant's invitees or guests) may cause others. Tenant also acknowledges that by not maintaining Tenant's own policy of general liability insurance, Tenant may be responsible to others (including Owner) for the full cost of any injury, loss or damage caused by Tenant's or Occupant's actions or the actions of invitees or guests. Tenant shall maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than $1,000,000 per occurrence. Such insurance shall be maintained with an insurance company authorized to do business in the state where the property is located and having a rating of A minus VII or better by A.M. Best and Company. Any such coverage shall be deemed primary and non-contributory to any liability coverage secured by Owner. Tenant will ensure that the liability insurance policy identifies Owner, Owner's management company (being ENCLAVE PROPERTY MANAGEMENT LLC_____ **[name of management entity]**), its officers, directors, shareholders, partners, members, parents, subsidiaries, , trustees, employees, affiliates, Owner's lender, and this apartment community, C/O Asset Living _____ **[address]** as an Additional Insured (or similar language as may be available). Tenant understands and agrees to maintain at all times during the Term of the Lease Contract and any renewal periods, a policy of general liability insurance with this limit at Tenant's sole expense. Any such insurance coverage shall be deemed primary and non-contributory to any liability insurance coverage secured by Owner. **TENANT, BY EXECUTING THIS AGREEMENT, AGREES TO INDEMNIFY, DEFEND AND HOLD OWNER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES OR LOSSES SUFFERED AS A RESULT OF (I) TENANT'S FAILURE TO OBTAIN INSURANCE AS REQUIRED BY THIS PARAGRAPH, WHETHER SUCH CLAIMS, DAMAGES OR LOSSES RESULT FROM OR ARE CAUSED BY OCCUPANT(S), TENANT OR EITHER PARTY'S INVITEE(S), LICENSEE(S), AGENTS, SUCCESSORS OR ASSIGNS, AND (II) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT, ITS EMPLOYEES AND AGENTS, THE OCCUPANTS, AND ANY OF THEIR INVITEES OR LICENSEES.**

The parties acknowledge and aware that there are constitutional and statutory limitations on the authority of Texas Southern University (a state agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to indemnities as those terms will not be binding on Texas Southern University except to the extent authorized by laws and Constitution of the State of Texas as proscribed for under Article 3, Section 50-52 of the Texas Constitution.

Tenant Initials CG

17. Mutual Waiver of Subrogation. Owner and Tenant hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, and irrespective of whether the releasor carries property insurance. Neither party's property insurance carrier shall have a subrogation claim against the other party.

18. Time is of Essence. Time is of the essence in respect to all provisions of this Agreement.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, Harris County, where the Premises is located.

20. Binding Agreement. The Parties acknowledge and agree this Agreement shall be binding upon their heirs, legal representatives, successors and assigns. Except as otherwise contemplated by this Agreement, it shall be fully enforceable by the Owner against the Tenant. To the extent any part of this Agreement is unenforceable; the remainder of the Agreement shall remain in full force and effect. To the extent the terms of this Agreement conflict with the terms of any Lease Contract, whether prepared by Tenant or Owner, the terms of this Agreement shall control. Notwithstanding the foregoing, in the event the Community is sold to another owner, the new owner has the right to terminate this Agreement within 30 days' notice at any time after the sale of the Community, so long as substitute housing reasonably acceptable to Tenant (based on factors including, without limitation, location, building age, building amenities and interior finishes) is provided by the current Owner prior to the sale of the property is closed at a rate that is less than or equal to the same rental rates Tenant is paying under the terms of this Agreement.

21. Casualty.

(a) Termination. If the Premises or any portion of the Community is damaged by a casualty that cannot be repaired or restored within 60) days, Owner may elect to terminate this Agreement by notice to Tenant, specifying an effective date, not less than 30 days nor more than forty 60 days after the giving of such notice, on which the Term will end as fully and completely as if such date were the date originally fixed for the end of the Term. If Owner terminates this Agreement pursuant to this Section 20(a), rent will be apportioned as of the date of such casualty, unless Tenant, an Occupant or any of their invitees or licensees caused the casualty, in which case there will be no rent abatement.

(b) Restoration. If the Premises or any portion of the Community is damaged by a casualty that can be repaired or restored within 60 days, Owner will proceed to repair and restore, at its own cost, the damaged improvements to a condition substantially similar to that which existed before the casualty, except that Owner shall not be obligated to expend therefore any amount in excess of the proceeds of insurance recovered with respect to such casualty. Due allowance will be given for the time required to adjust and settle insurance claims, and for such other delays as may result from government restrictions or utility or service providers, any controls on construction, and for strikes, emergencies, and other conditions beyond Owner's reasonable control. If a casualty partially damages or destroys the Premises and this Agreement is not terminated pursuant to Section 19(a) above, this Agreement will continue in full force and effect, but if the damage or destruction is such so as to make the Premises or any substantial part thereof untenantable for ten (10) consecutive Business Days (as defined below) after the casualty and Tenant (and its Occupants) cease to use such untenantable area, then the rent applicable to the affected Beds will abate proportionately (based on the number of Beds made untenantable) as of the first business day after the casualty until the earlier of the date that Owner delivers such Bed or a replacement bed to Tenant or the date that Owner's repair or restoration is substantially complete.

(c) Proceeds. The proceeds payable under all fire and other hazard insurance policies Owner maintains on the Community will belong to and are Owner's property, and Tenant has no right to such proceeds. Tenant will look only to its own fire and hazard insurance policies if the personal property of Tenant or any of its residents is damaged.

(d) Limitations. no compensation, claim or diminution of any rent or other Tenant payments due under the Agreement will be allowed or paid by Owner because of inconvenience, annoyance, or injury to business arising from the necessity of repairing the Premises or any portion of the Building, however the necessity may occur.

(e) Except for the negligence and/or gross negligence by Owner, Owner is not liable to any resident, guest, or Occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism, or other criminal activity, unless otherwise required by law. Owner has no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, Tenant must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze. If the pipes freeze or any other damage is caused by Tenant's failure to properly maintain the heat in the Premises, Tenant will be liable for damage to Owner's and other's property. IF TENANT ASKS OWNER'S REPRESENTATIVES TO PERFORM SERVICES NOT CONTEMPLATED IN THIS AGREEMENT, TENANT WILL INDEMNIFY OWNER AND HOLD OWNER HARMLESS FROM ALL LIABILITY FOR THESE SERVICES TO THE EXTENT ALLOWED BY APPLICABLE LAW.

22. Condemnation.

(a) General. If all or substantially all of the Premises are taken or condemned by any governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking) (a "Taking"), then this Agreement shall terminate as of the date of the Taking, and all rent will be abated as of such date. If less than substantially all of the Premises are the subject of a Taking, the rents applicable to the Beds will be equitably adjusted as of the date of the Taking and this Agreement will otherwise continue in full force and effect. Notwithstanding the foregoing, if a Taking occurs to so substantial a part of the Community that Owner concludes, in its business discretion, that it is impracticable to continue to operate the Community, then Owner, at its option, may terminate this Agreement by notifying Tenant and specifying a date not earlier than thirty (30) days after the date of such notice as of which date this Agreement will end.

(b) Proceeds. Owner shall be entitled to all condemnation proceeds. Tenant may not assert a claim against Owner (or otherwise) for any portion of the amount that may be awarded as damages as a result of any Taking or for the value of any unexpired Term; provided, however, that Tenant may assert any claim that it may have against the condemning authority for compensation for any relocation costs or other damages compensable by applicable laws, and receive such award therefor as may be allowed in the condemnation proceedings, if such award is in addition to and stated separately from compensation to Owner for the Property and the Building (or the part thereof) so taken.

23. Tenant's Assignment or Sublease. Tenant may not assign this Agreement or otherwise permit any third party to occupy the beds, except for the Occupants and their daily guests.

24. Miscellaneous. (Intentionally deleted).

Elgin Ventures, LLC
By _____
(its Manager)
By: Atilla Tuna
Atilla Tuna (Jan 31, 2025 15:46 CST)
Its: President
Dated: 01/31/2025

Texas Southern University
By: _____
Its: Provost/SVP Academic Affairs
Dated: 01/31/2025

SCOTT STREET VENTURES, LLC
BY: Atilla Tuna
Atilla Tuna (Jan 31, 2025 16:58 CST)
ITS: President
DATED: 01/31/2025

Tenant Initials CG

EXHIBIT "A"

APARTMENT DESCRIPTION

Premises: shall be bed spaces in Apartments at The Icon and Lofts At Icon (the "Community") located at 3509 Elgin Street, Houston, Texas 77004, as outlined below:

- **All Apartments will be fully furnished and include an electricity Courtesy Credit up to $25 per bed space. Any overages will be the responsibility of the Tenant.**
- **Any damages or associated fees will be the responsibility of Tenant**

Tenant Initials CG

Signature: Carl B. Goodman

Email: Carl.Goodman@tsu.edu

Tenant Initials_____

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Physical Facilities & Real Estate

ITEM: Request Approval to Negotiate and Execute an Agreement with American Mechanical Services for the Purchase and Installation of a Replacement Steam Boiler for the New Science Center Building

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
Administration requests approval to negotiate and execute an agreement with American Mechanical Services for the purchase and installation of one (1) replacement steam boiler serving the New Science Center Building.

The existing steam boiler has reached the end of its operational life and, consistent with the findings of the University's 2024 Mechanical, Electrical, and Plumbing Facility Condition Assessment, has been identified for replacement due to its deteriorated condition. Replacing this critical infrastructure will improve the reliability of building systems that support the University's instructional and research mission while advancing the University's ongoing campus infrastructure modernization efforts.

The Science building houses critical instructional and research laboratories that rely on continuous steam service to support the Vivarium Cage Washer and Sterilizer, Chemistry Autoclave and Sterilizer, and Biology Autoclave and Sterilizer. These systems are essential to laboratory sterilization, equipment decontamination, research activities, and the safe processing of laboratory materials.

This investment advances the University's ASCEND 2030 Strategic Plan by modernizing critical infrastructure, strengthening system reliability, and accelerating the transition from reactive maintenance to proactive asset management. The project supports Strategic Initiatives 3.1 (Campus Transformation), 3.4 (Operational Excellence), 3.5 (Infrastructure Modernization), and 4.1 (Technology and Innovation) by reducing the deferred maintenance backlog, enhancing the resiliency of mission-critical building systems, and advancing implementation of the Campus Master Plan. Collectively, these efforts reinforce the University's commitment to providing safe, reliable, and sustainable facilities that support student success, faculty research, and institutional excellence.

Procurement Method
Invitation to Bid (ITB) 717-26-735

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Education Code §51.9335 – Acquisition of Goods and Services by Institutions of Higher Education
Texas Government Code §2155.144 – Best Value Procurement
A Certificate of Interested Parties (Form 1295) has been submitted in accordance with Chapter 2252 of the Texas Government Code and the requirements of the Texas Ethics Commission.
American Mechanical Services is not a certified Texas Veteran-Owned Business (VetHUB) vendor.

Contract Term
New Contract – 1 year

FISCAL IMPACT: Not-to-Exceed (NTE) | $350,000.00
0247-61800-7343-30408 | State-Appropriated Funds

SUPPORTING DOCUMENTATION:

Proposals (Under Separate Cover)

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
Board Policy 51.01
MAPP 03.02.03
MAPP 08.04.01

ACTION REQUESTED: The Administration recommends approval of this item.

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.1 Improve student experience
3.4 Update and expand physical spaces

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	08/18/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Aug 18, 2026 13:06:42 CDT)	08/18/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Aug 18, 2026 20:05:54 CDT)	08/18/2026
PRESIDENT	**DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Athletics

ITEM: Approval to Negotiate and Execute a One-Time Contract with Aviation X for Charter Flights

DATE PREVIOUSLY SUBMITTED: August 15, 2025

SUMMARY:

The Administration requests Board approval for the additional contracting authority necessary to negotiate and execute a one-time contract for charter flight services for the Athletics football program.

The University has sufficient delegated authority from the President to proceed with charter services for two (2) of the three scheduled away games. However, the addition of the third charter flight increases the total contract value beyond the President's delegated authority. Accordingly, Board approval is requested for the additional authority necessary to execute the full contract and provide charter services for all three (3) away games.

The charter services will provide transportation for the football program to Florida Atlantic University (Boca Raton, FL), Alabama A&M University (Huntsville, AL), and the University of Texas at El Paso (El Paso, TX).

The charter arrangement allows the team, coaching staff, necessary support personnel, and equipment to travel together, providing greater scheduling reliability, coordination, and efficiency. It also reduces the logistical and scheduling challenges associated with transporting the football program through multiple commercial flights.

Procurement Method
Invitation To Bid (ITB) 717-26-756

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Education Code §51.9335 – Acquisition of Goods and Services by Institutions of Higher Education
Texas Government Code §2155.144 – Best Value Procurement

A Certificate of Interested Parties (Form 1295) has been submitted in accordance with Chapter 2252 of the Texas Government Code and the requirements of the Texas Ethics Commission.

Aviation X is not a certified Texas Veteran-Owned Business (VetHUB) vendor.

Contract Term
New Contract (August 2026 through October 2026)

FISCAL IMPACT: Not-To-Exceed (NTE)| $310,000
1370-12220-7111-60 | Non-State-Appropriated Funds
1000-12220-7111-60 | Non-State-Appropriated Funds

SUPPORTING DOCUMENTATION:

Aviation X Proposal (Under Separate Cover)

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
Board Policy 51.01
MAPP 03.02.03
MAPP 08.04.01

FUTURE BOARD ACTION ANTICIPATED: No

ACTION REQUESTED: The Administration recommends approval of this item.

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.1 Improve student experience — streamline processes/technology

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

08/18/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Aug 18, 2026 11:23:51 CDT)

08/18/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Aug 29, 2026 06:38:31 CDT)

08/29/2026

PRESIDENT **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Bylaws & Policies

ITEM: Request Approval of Resolution Authorizing the Amendment of the Board's Bylaws to Add Appendix A – Code of Ethics

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
Approval is requested for a resolution to amend the Board's Bylaws to add Appendix A – Code of Ethics. The Code of Ethics locates the Board's ethical obligations in one location within the Bylaws and establishes expectations and procedures for Board member interactions with University staff and one another. The Code of Ethics also provides informal and formal processes for addressing concerns, resolving differences, and promoting accountability among Board members.

The Resolution ratifies, approves, and confirms the Code of Ethics (attached as Exhibit A to the Resolution), and authorizes any related conforming Bylaw amendments necessary to implement the Code of Ethics, including the amendments to Sections 4.1, 6.11, and 8.1 of the Bylaws specifically referenced in Exhibit A.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
- Statutory Standards of Conduct for State Officials and Employees, Section 572.051 of the Texas Government Code;
- Statutory Standards for Private Interest in Measure or Decision, Section 572.058 of the Texas Government Code;
- Statutory Standards for Conducting Business with an Institution of Higher Education, Section 51.923 of the Texas Education Code

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:

Appendix A: Regent Code of Ethics

RELATED BOARD BYLAW, POLICY AND/OR MAPP POLICY:
- MAPP Policy: 02.05.05-Ethics and Conflicts of Interest
- The following Board policies:
  a) Code of Ethics (61.01)
  b) Sexual Harassment (29.02)
  c) Nepotism (61.07)
  d) Conflicts of Interest (61.08)
  e) Ethical Standards and Conflict of Interest, Non- Endowed Investment Policy
  f) Conflict of Interest, Endowed Investment Policy

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.1 Align academic programming with industry demand

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.



08/14/2026

GENERAL COUNSEL **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb
J'Maine Chubb (Aug 17, 2026 09:07:19 CDT)

08/17/2026

CHIEF FINANCIAL OFFICER | **DATE**

James Crawford (Sep 2, 2026 20:16:28 CDT)

09/02/2026

PRESIDENT | **DATE**

APPENDIX A: REGENT CODE OF ETHICS

Ethical Obligations of Regents (Code of Ethics)

- *Code of Ethics.* All members of the Board shall adhere to the highest ethical standards reflected in state law, Board policies, and the guidelines below (collectively, the "Code of Ethics"), including specifically:
    - Statutory Standards of Conduct for State Officials and Employees, Section 572.051 of the Texas Government Code;
    - Statutory Standards for Private Interest in Measure or Decision, Section 572.058 of the Texas Government Code;
    - Statutory Standards for Conducting Business with an Institution of Higher Education, Section 51.923 of the Texas Education Code;
    - The following Board policies:
        - a) Code of Ethics (61.01)
        - b) Sexual Harassment (29.02)
        - c) Nepotism (61.07)
        - d) Conflicts of Interest (61.08)
        - e) Ethical Standards and Conflict of Interest, Non-Endowed Investment Policy
        - f) Conflict of Interest, Endowed Investment Policy
- *Annual Certification.* Upon appointment and annually thereafter, Regents shall be provided with the Code of Ethics as set forth in these Bylaws and shall certify in writing that they have read the Code of Ethics and will comply with its provisions.

- *Authority of the Board and Individual Regents*. The Board of Regents possesses full authority over the governance, control, and management of the University as vested by Sections 51.352 and 106.11 of the Texas Education Code. The Board exercises this authority collectively through official action taken at properly noticed meetings or by written consent where expressly permitted.

- *No Individual Authority*: Except as otherwise provided by law or these Bylaws, Regents shall have no authority to act on behalf of the Board outside of Board meetings. Individual Regents, including officers of the Board, possess no independent authority to act on behalf of the Board,

direct University personnel, commit University resources, or speak for the Board except as specifically authorized by official Board action, applicable law, or these Bylaws. Individual Regents may not:

- Direct or supervise University employees;
- Make commitments or representations on behalf of the University;
- Initiate projects or expenditures;
- Override Board action or administrative decisions; or
- Exercise any authority reserved to the Board as a body.

- *Officers' Authority*: Officers of the Board (Chair, Vice Chair, Second Vice Chair, Secretary) may exercise only such authority as is specifically delegated to them by these Bylaws or by official Board action.

- *Official Spokespersons*: The Board Chair, or his or her designee, serves as the official spokesperson for the Board unless the Board by vote has directed otherwise. Other Regents shall not represent their individual views as those of the Board without specific authorization. Regents shall support the Board Chair and/or the Board Chair's designees as the source of official communications and statements to the University community and the media on behalf of the Board.

- *Requesting Information*[1]*:* Regents have the right and duty to be fully informed on all matters that influence their obligations as Regents. To ensure orderly administration and proper information flow to the full Board, all requests for information, documents, data, or communications with University personnel (other than routine social interactions) shall be submitted according to the following protocol:
  - a) Submission of Requests: Requests for information shall be submitted in writing to the appropriate Committee Chair (or Board Chair, if there is no applicable committee) with a copy to the Executive Director of Board Relations.
  - b) Processing of Requests: The Committee Chair (or Board Chair) shall promptly submit the request to the President for response, with a copy to the Executive Director of Board Relations.
  - c) Distribution: All requests and responses shall be shared with the full Board through the Executive Director of Board Relations.

[1] This is taken from current Board Bylaw 8.1, Communications with the Board.

  - d) Prohibition on Direct Requests: Regents shall not make direct requests to University staff, administrators, or faculty for institutional information, data, reports, or special projects without following the protocol established in this section.
  - e) Non-Interference: Regents shall not interfere in the day-to-day administration of the University or exercise supervisory authority over University personnel except as authorized by official Board action.

- *Use of Authority.* Regents shall not use the authority, title, prestige, or other attribute of the office to obtain consideration, treatment, or favor for any person beyond that which is generally available. This section applies, but is not limited to, efforts to influence administrative decisions with respect to an individual's admission, employment, discipline, and similar matters. However, this section does not apply to a Regent's performance of his or her statutory responsibilities with respect to matters presented to the Board for consideration at board or committee meetings and/or duly constituted search committees.

- *Confidentiality.* Regents shall maintain and respect the confidentiality of University records and information, including personnel information and student records; will not disclose nonpublic information, including information discussed and/or received in executive session and privileged attorney/client communications, without proper authorization by the Chair, the Board's counsel, or the University's general counsel; and will not misuse or exploit for personal benefit any records or information to which Regents obtain special access as a result of their position. This section applies without regard to whether the document or record is marked "confidential."

- *Involvement in Administrative and Academic Matters.* At all times, Regents shall uphold their role as the governance and policymaking body of the institution; properly hire, support, and evaluate the President; and avoid involvement in administrative matters not subject to the direct authority of the Board, except as required by law.

- *Decorum.* At all times, Regents shall act with decorum and recognize that their behavior will be attributed to and reflect on the other members of the Board and the University. In meetings, other Board events and activities, and in his or her life outside of the Board, a Regent

shall relate to every other member of the Board and University administration with a spirit of collegiality and respect.

- *Resolving Differences.* A Regent may challenge the judgment of others when he or she deems it necessary to do so but shall do so with collegiality and respect. A Regent shall vote his or her individual convictions after listening to others. A Regent must, however, work with fellow Regents in the best interests of the University and shall not publicly criticize or otherwise act to undermine duly adopted board decisions. For this reason, Regents shall first express concerns about another Regent's judgment or performance directly with that Regent. If addressing the issue directly with the Regent does not resolve the concern, then discussion with the Board Chair is appropriate. The following steps shall be followed unless the concern involves an alleged violation of these Bylaws or Board or University Policies (in which case the Chair, in consultation with Board Counsel, shall refer to the Disciplinary Procedures outlined at the end of the Code of Ethics):
    - The Chair shall discuss the concern with the Regent in question on behalf of the reporting Regent or shall moderate a discussion between the members. If a quorum of the Board is involved, the meeting must be posted and conducted in accordance with the Texas Open Meetings Act.
    - The discussion will identify more appropriate alternatives to the conduct at issue or refer the Regent to policies or procedures that outline approved ways to deal with the issue that prompted the conduct and/or concern.
    - If the Regent in question does not believe his or her behavior requires correction or modification, an Agenda Item specifying "Evaluation of Individual Regent Performance" may be listed on the agenda for the upcoming Board Meeting.
    - The matter will be discussed by the full Board in Executive Session in an attempt to clearly identify the conduct and/or concern and discuss possible solutions or alternative approaches that may have a more positive impact on team cohesion and effectiveness.
    - In the event an issue cannot be constructively resolved, the Board may consider engaging a third party outside facilitator, such as a mediator or conflict resolution specialist.

  - If the concern involves the Board Chair, a Regent may discuss his or her concerns with the Vice Chair, following the process outlined above to the extent possible.

- *Duty of Candor*. Regents must uphold the highest standards of honesty and transparency in all official communications. When speaking in a public or on behalf of the University, Regents must present facts, data, and institutional records with accuracy. Regents shall not knowingly misrepresent, omit, or gloss over material information that could mislead the public or the Board. Regents must characterize the actions, statements, and positions of fellow Regents, faculty, staff, and students truthfully. Public comments regarding the conduct or decisions of others must be based on verifiable evidence rather than conjecture or personal bias. Any data, financial reports, or academic metrics cited by a Regent must be sourced from official institutional records or verified external benchmarks. If a Regent presents personal interpretations of data that conflict with official institutional findings, they must clearly disclose that the perspective is their own and not that of the Board. If a Regent becomes aware that they have inadvertently shared inaccurate information or misrepresented a fact in a public or official setting, they have an affirmative duty to issue a correction to the affected parties as soon as the error is identified.

- *The President's Role.* Regents shall support the President's role as chief executive officer, to whom the Board has delegated broad responsibility for the management and administration of the University. Regents shall respect the President's administrative authority and work through appropriate channels as set forth in these bylaws.

- *Conflict of Interest.*[2] All Regents shall adhere to and be furnished a copy of the Statutory Standards of Conduct for State Employees, Section 572.051, Texas Government Code; Private Interest In Measure or Decision, Texas Government Code, Section 572.058; Qualifications of Certain Business Entities to Enter Contracts with an Institution of Higher Education, Texas Education Code, Section 51.923; and Board Policy 61.08 and shall avoid conflicts of interest, generally described as the use of one's University position to obtain unauthorized privileges, benefits, or things of value for oneself or others. A Regent shall be considered to have a conflict of interest if such Regent has any existing

[2] This is taken from current Board Bylaw 6.11.

or potential financial or other interest which impairs or might reasonably appear to impair such member's independent, unbiased judgment in the discharge of his responsibilities to the University, or such Regent is aware that a member of his family (which for the purposes of this paragraph shall be a spouse, parents, siblings, children, and any other relative if the latter resides in the same household as the Regent) or any organization which such Regent or member of his family is an officer, director, employee, member, partner, trustee or controlling stockholder has such existing or potential financial or other interests. Regents shall strictly adhere to the following[3]:

- Each Regent who is involved in procurement or in contract management shall disclose to the University any potential conflict of interest specified by state law or University policy that is known by the Regent with respect to any contract with a private vendor or bid for the purchase of goods or services from a private vendor with the University.
- No Regent shall solicit, engage, or agree to accept any privilege, benefit or thing of value for the exercise of his or her discretion, influence, or powers as an employee or regent, except as is allowed by law.
- No Regent shall accept any privilege, benefit, or thing of value that might influence him or her in the discharge of his or her duties as an employee or regent.
- No Regent shall use his or her position to secure special privileges or exemptions for himself or others, except as is allowed by law.
- No Regent may be an officer, agent, employee, or member of, or own an interest in a professional activity that foreseeably might require or induce him or her to disclose confidential information acquired by reason of his or her university position.
- No Regent shall accept employment or engage in any business or professional activity that foreseeably might require or induce him or her to disclose confidential information acquired by reason of his or her university position.
- No Regent shall disclose confidential information gained by reason of his or her university position, nor shall he or she

[3] These conflict of interest standards are taken from Board Policy 61.08

otherwise use such information for his or her personal gain or benefit.

- No Regent shall transact any business for the university with any entity of which he or she is an officer, agent, employee, or member.
- The University may not enter into a contract for the purchase of goods or services with a private vendor with whom a Regent, president, general counsel, chief procurement officer or procurement director or family member of any of them related within the second degree of affinity or consanguinity owns or controls at least one percent in the vendor or could reasonably foresee that a contract with the vendor could result in a financial benefit to the board member, president, general counsel, chief procurement officer or procurement director, or related family member.
- No Regent shall make personal investments in any enterprise that foreseeably might create a substantial conflict between his or her private interests and the university's interests.
- No Regent shall accept other employment that might impair his or her independence of judgment in the performance of his or her university duties.
- No Regent shall receive any compensation for his or her services to the university from any source except as permitted by law.
- No Regent who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions shall solicit, accept, or agree to accept any benefit from a person or entity the Regent knows or should know or should know is or is likely to become financially interested in such transactions.
- No Regent shall act as an agent for another person in the negotiation of the terms of an agreement relating to the provision of money, services or property to the University.
- The resources of the University shall be used only in accordance with University policies and applicable law.

- *Disclosure of Conflict of Interest.*[4] All Regents shall disclose to the Board any possible conflicts of interest at the earliest practicable time. No Regent shall vote on any matter under consideration at a Board or committee meeting in which such Regent has a conflict of interest. The minutes of such meeting shall reflect that the Regent having a conflict of interest abstained from voting. Any Regent who is uncertain whether he has a conflict of interest in any matter may request the Board or committee to determine whether a conflict of interest exists, and the Board or committee shall resolve the question by majority vote. In making this determination, the Board or Committee may consult with legal counsel.

- *Nepotism*[5]. Relatives of members of the board shall not be employed by the university unless the employment took place at least one year prior to the appointment of the board member. Relatives of other university employees shall not be employed by the university in positions where the employee has the official authority to hire or recommend or approve the hiring, salary, or promotions of the relative. Relatives shall not be employed in the direct supervisory-subordinate relationship even if it results from marriage after the employment relationship was formed. The provisions of this policy apply to all programs regardless of funding source. For the purposes of this policy, the term "relative" is defined as anyone related to the employee within the second degree of affinity or the third degree of consanguinity and includes the employee's spouse and the employee's of the spouses' parents, grandparents, great grandparents, brothers, sisters half brother and sisters, children, grandchildren, great grandchildren, aunts, uncles, nieces, nephews, first cousins, second cousins and persons married to them.

- *Concerns and Complaints.* Regents shall communicate promptly and as appropriate any significant concern or complaint of which he or she becomes aware to the President or Board Chair.

Disciplinary Measures

- The Board may discipline any Regent upon a two-thirds vote of the Regents then in office for the following violations:
    - Failure or unwillingness to abide by these Bylaws, Board Policies, or University Policies;

[4] This is taken from current Board Bylaw 6.11.
[5] This is taken from Board Policy 61.07.

- Failure or unwillingness to carry out duties in accordance with applicable law or University policies, including failure to attend at least half of regularly scheduled Board meetings over a two-year period (absent reasons acceptable to a majority of the Board); or
- Any action that may negatively reflect on the University or compromise its mission.

- In addition to determining whether a violation has occurred, the Board, by majority vote, shall also determine whether such violation is material or non-material.
- Upon the Board's finding a violation, the following disciplinary actions may be taken, at the Chair's discretion:
  - For non-material violations, the Chair may issue a private reprimand or warning to the Regent;
  - For material violations, the Chair may impose disciplinary measures including, but not limited to:
    - Public or private censure
    - Removal from committee leadership positions
    - Removal from officer positions
    - Removal from committee membership
    - Other measures deemed appropriate to the circumstances
  - For violations of provisions listed in Section 61.031(c), Education Code, the Chair shall coordinate with the Texas Higher Education Coordinating Board Office of the Ombudsman as appropriate.
  - As used in these Bylaws, a "material violation" shall mean any act, omission, or breach of these Bylaws, Board or University Policies, or applicable law that:
    - Substantially defeats or undermines the core governance functions of the Board.
    - Results in, or is reasonably likely to result in, significant financial, legal, or reputational damage to the University.
    - Constitutes a serious breach of fiduciary duties.

        - Involves the willful failure to follow essential procedural requirements necessary for the operation of the Board.
        - Consists of actions taken by a Regent that are outside the scope of their authorized authority and/or that bind the University to unauthorized obligations.
    - A series of non-material violations may be deemed by the Board to be "material" when viewed in the aggregate if they demonstrate a pattern of non-compliance that undermines the governance of the University.

- Anyone who believes that he or she has information indicating that a Regent has violated any provision of these Bylaws, the Code of Ethics, or Board or University policies shall make a written disclosure of the facts and circumstances to the Chair or, alternatively, the Chair of the Audit and Compliance Committee, if the alleged violation involves the Chair. If the alleged violation involves the Chair or any member of the Audit and Compliance Committee, the disclosure shall be made to any officer of the Board.
- Upon receipt of such disclosure, the reviewing officer shall promptly review the matter with Board counsel to determine whether the disclosure, if true, would constitute a violation of these Bylaws, the Code of Ethics or Board or University policies and therefore warrant further consideration under these procedures.
- To protect the integrity of the process and the reputations of all parties, the existence and details of the alleged violation shall remain confidential during this review.
- The Regent who is the subject of the allegation shall be notified in writing of the specific allegation and the evidence being considered. The accused Regent shall be granted a reasonable period (typically 14 to 30 days) to submit a written response or request a personal conference to address the allegation.
- The reviewing officer and Board counsel shall determine whether the written disclosure and response warrant further consideration by the Board. If so, the reviewing officer shall present the written disclosure, response of the accused Regent (if any), and any other relevant information to the Board in executive session for consideration and potential disciplinary action in accordance with the procedures outlined above. The Board may consult with Board counsel during its deliberations.

APPENDIX A: REGENT CODE OF ETHICS

Note: If Regent Code of Ethics to the Bylaws is adopted, the following sections of the Board Bylaws will need to be deleted: 6.11 "Conflicts of Interest," 4.7 "Disqualification of Officers," and 8.1 "Communication with the Board" as they would be included in the Code of Ethics.

Additionally, 6.11 shall be renamed, Code of Ethics, and direct Regents to Appendix A.

A RESOLUTION AUTHORIZING THE AMENDMENT OF BOARD BYLAWS TO ADD APPENDIX A – CODE OF ETHICS

WHEREAS, under the provisions of the Texas Education Code, Chapter 106 (Sections 106.01 and 106.11 "Authorizing Law"), the Legislature of the State of Texas designates Texas Southern University as a coeducational institution of higher education and gives the Board of Regents ("Board") the power and authority to govern the University;

WHEREAS, the Board has the statutory authority to enact bylaws, rules, and regulations deemed necessary for the successful management and government of the institution;

WHEREAS, the Board has adopted Bylaws which are binding on the Board and all others in the governance of the University;

WHEREAS, Section 9.1 of the Bylaws authorizes the Board— on the affirmative vote of six members of the Board at a duly convened meeting—to amend, add, repeal or revise the Bylaws, provided the proposal to amend, add to, repeal or revise any portion of the Bylaws was filed with the Chair of the Board in writing and a copy thereof sent via mail or electronic mail to each member of the Board at least thirty (30) days in advance of the meeting at which such amendment, addition, repeal or revision is to be considered for approval; and

WHEREAS, the Board finds it necessary to amend its Bylaws to add a proposed Code of Ethics which consolidates the Board's ethical obligations in a single location within the Bylaws and establishes expectations and procedures for Board member interactions with University staff and one another. The Code of Ethics also provides informal and formal processes for addressing concerns, resolving differences, and promoting accountability among Board members.

NOW THEREFORE BE IT RESOLVED by the Board of Regents of Texas Southern University that:

Section 1. The prerequisites for amending the Board's Bylaws contained in Section 9.1 have been satisfied. Appendix A – Code of Ethics to the Bylaws was electronically provided to each member of the Board of Regents on July 17, 2026, and was filed with the Chair in writing on July 20, 2026, each more than thirty (30) days in advance of the September 10, 2026 meeting at which the amendment is to be considered. Prior drafts were also circulated to Board members on January 22, 2026 and March 17, 2026, for review and comment.

Section 2. Appendix A – Code of Ethics to the Bylaws attached hereto as Exhibit A, and any related conforming amendments to the Board's Bylaws and/or Policies necessary to give effect to these changes, are authorized, ratified, and approved, including those amendments to Sections 4.1, 6.11, and 8.1 of the Bylaws specifically referenced in Exhibit A.

Section 3. The Board Chair and the Chair of the Bylaws and Policy Committee are hereby authorized to take all actions necessary to implement Appendix A – Code of Ethics to the

Bylaws, including updates to Board operations, documentation, and committee work plans.

Section 4. All actions consistent with the provisions of this Resolution heretofore taken by the Board of Regents, the University, its officers, employees, agents, or consultants directed toward Sections 1 through 3 above are hereby ratified, approved, and confirmed.

Section 5. This Resolution was adopted at a meeting 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 6. This Resolution is effective immediately upon passage.

ADOPTED by the affirmative vote of at least six members of the Board of Regents of Texas Southern University present and voting on this 10th day of September 2026.

I hereby certify that the above resolution is accurate in describing the action herein of the Board of Regents on the date shown herein.

Faith Ruiz
Executive Director of Board Relations

Honorable James M. Benham
Chairman
TSU Board of Regents

Attested:

Honorable Marilyn A. Rose
Secretary
TSU Board of Regents

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration & Finance

ITEM: Financial Performance Update from the Division of Business and Finance

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
The Division of Business and Finance is providing the Board of Regents with an informational update on the University's fiscal year 2026 year-to-date financial performance through June 30, 2026. The update summarizes operating results, revenue, expenditures, liquidity, and other key financial indicators, while highlighting opportunities requiring Management's attention. This report supports the Board's fiscal oversight responsibilities by providing transparency into the University's current financial position and progress toward achieving its fiscal objectives.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Education Code § 51.0051 (Annual Operating Budgets)
Texas Education Code § 51.352 (Responsibility of Governing Boards)

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:

Fiscal Year 2026 Year-to-Date Financial Performance Report (through June 30, 2026)
-Statement of Net Position
-Statement of Revenues, Expenses, and Changes in Net Position

Fiscal Year 2027 Cash Flow Forecast

RELATED BOARD BYLAW, POLICY AND/OR MAPP: MAPP 03.03.01

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.2 Strengthen data analytics
3.5 Ensure long-term legacy — diversify revenues, grow endowment
4.1 Update and optimize technology platforms and data governance"

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

08/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Aug 17, 2026 09:10:42 CDT) 08/17/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Aug 29, 2026 06:56:15 CDT) 08/29/2026

PRESIDENT **DATE**

FY27 Cash Forecast

	FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4
Beginning Balance	**$31,680,029.62**	**53,656,533.57**	**87,999,896.56**	**$61,904,408.08**
		Additions		
Dept of Ed Drawdowns	63,581,531.95	66,708,271.56	2,008,043.20	13,223,123.55
Business Track Settlements – Historical Sales	2,985,753.40	3,926,209.39	3,307,100.04	5,089,241.88
Cashier Clearing	6,467,267.97	8,327,273.17	5,710,951.28	7,526,109.88
Payroll Reimbursements	15,600,000.00	17,719,294.72	16,233,932.48	14,622,826.44
Reimbursed Bond Payments	2,406,575.00	0.00	9,863,325.00	0.00
Interest Earned	255,716.81	153,171.94	160,417.51	175,851.60
Reimbursements from CCAP	931,798.17	931,798.17	931,798.17	931,798.17
Misc. Deposits/Credits (Net)	21,136,171.35	7,632,035.49	7,129,255.83	5,892,216.79
		Reductions		
Financial Aid Disbursements	30,964,921.55	33,154,811.90	1,755,959.04	7,391,035.44
State Tuition Remittance	13,000,000.00		24,968,530.36	26,000,000.00
Accounts Payable	23,354,172.07	17,695,801.51	25,199,998.44	23,032,161.52
Payroll	20,508,257.09	18,873,248.12	18,053,227.57	17,402,931.11
Federal Wires	3,560,959.99	1,330,829.91	1,462,596.57	1,275,315.28
Projected Cash Balance	**$53,656,533.57**	**87,999,896.56**	**61,904,408.08**	**$34,264,133.04**

TEXAS SOUTHERN UNIVERSITY

(An Agency of the State of Texas)

STATEMENT OF NET POSITION

as of June 30, 2026

ASSETS	2026	2025
Current Assets		
Cash and Cash Equivalents		
Cash on Hand	$ 2,966.87	$ $20,148.69
Cash in Bank	13,879,909.92	$104,032,392.44
Cash in Transit/Reimburse from Treasury	(598,941.20)	$244,831.98
Cash in State Treasury	31,169,005.49	$22,048,167.22
Restricted:		
Cash in Bank-Restricted	90,337,764.87	$5,018,852.75
Cash Equivalent	5,393,980.20	$6,521,622.59
Short-Term Investments	4,429,421.23	$18,819,839.04
Legislative Appropriations	98,839,140.79	$76,210,408.72
Receivables:		
Federal	13,155,037.00	$30,643,395.26
Other Intergovernmental	(14,513,904.65)	$5,426,142.40
Accounts, Net	50,394,004.03	$50,642,042.90
Other	659,032.30	$669,358.66
Due From Other Agencies	1,839,241.30	$2,526,937.51
Consumable Inventories	686,740.74	$686,740.74
Prepaid Costs	339,032.17	$3,265,536.69
Total Current Assets	**296,012,431.06**	$326,776,417.59
Non-Current Assets		
Restricted:		
Investments	137,141,486.21	$113,850,366.96
Loans and Contracts	0.00	$515,183.47
Prepaid Cost	2,509,888.62	$1,738,726.72
Total Non-Current Restricted Assets	**139,651,374.83**	116,104,277.15
Land	25,487,150.20	$25,423,176.20
Construction in Progress	7,553,599.49	$4,299,210.47
Historical Treasures and Works of Art	2,829,312.50	$2,829,312.50
Total Non-Depreciable or Non-Amortizable	**35,870,062.19**	32,551,699.17
Capital and Leased Assets Depreciable:		
Buildings and Building Improvements	604,804,652.25	$600,508,026.71
Infrastructure	7,096,483.95	$7,096,483.95
Equipment	68,964,792.97	$70,501,014.59
Leased Land	731,811.65	$731,811.65
Library Books	47,511,009.74	$45,177,070.60
Less: Accumulated Depreciation and Amortization	(470,948,620.83)	($455,759,972.62)
Total Depreciable or Amortizable, Net	**258,160,129.73**	268,254,434.88
Total Non-Current Assets	**433,681,566.75**	$416,910,411.20
TOTAL ASSETS	**729,693,997.81**	743,686,828.79
Deferred Outflows of Resources		
Deferred Outflows of Resources-Pension	7,285,325.00	$13,454,096.00
Deferred Outflows of Resources-OPEB	3,373,776.66	$4,231,847.00
Deferred Outflows of Resources-ARO	133,462.62	$133,462.62
Deferred Outflow of Resources - Deferred Loss on Refunding	105,768.72	$105,768.72
Total Deferred Outflows of Resources	$ **10,898,333.00**	$ 17,925,174.34

TEXAS SOUTHERN UNIVERSITY

(An Agency of the State of Texas)

STATEMENT OF NET POSITION

as of June 30, 2026

	FY26	FY25
LIABILITIES		
Current Liabilities		
Accounts Payable	$ 13,869,782.30	$ $6,482,872.59
Payroll Payable	11,558,237.24	$19,735,499.75
Due to Other Agencies	2,138,394.18	$1,912,642.05
Interest Payable	2,955,835.58	$2,009,727.25
Escheat Payable	2,929,143.69	$3,111,790.02
Unearned Revenues	3,731,233.00	$3,699,178.00
Student Refunds Payable	493,848.84	($1,987,766.87)
Other Payables	7,269,681.78	$7,302,779.88
Net OPEB Liability Current	2,648,963.00	$2,430,706.00
Lease Liability	69,006.75	$68,024.49
Revenue Bonds Current Payable, Net	7,712,468.45	$6,540,613.27
Employees' Compensable Leave	711,643.36	$366,510.00
Total Current Liabilities	**56,088,238.17**	51,672,576.43
Non-Current Liabilities		
Net Pension Liability	27,972,784.00	$32,116,878.00
Net OPEB Liability	53,587,218.00	$55,259,336.00
Lease Liability	400,363.64	$338,854.39
Revenue Bonds Payable, Net	112,903,509.38	$121,620,208.28
Employees' Compensable Leave	4,060,664.75	$3,609,851.04
Total Non-Current Liabilities	**198,924,539.77**	212,945,127.71
TOTAL LIABILITIES	**255,012,777.94**	264,617,704.14
Deferred Inflows of Resources		
Deferred Inflows of Resources-Pension	7,625,235.00	$10,537,749.00
Deferred Inflows of Resources-OPEB	31,808,589.00	$34,976,026.00
Total Deferred Inflows of Resources	**39,433,824.00**	45,513,775.00
NET POSITION		
Net Investment in Capital Assets	249,931,657.54	$261,674,571.01
Restricted For:		
Debt Retirement	831,988.74	$243,705.94
Capital Projects	29,196,002.08	($22,462,595.08)
Loans	2,844,828.68	$287,986.22
Other Restricted	159,994,278.85	$147,223,216.89
Funds Held as Permanent Investments:		
Nonexpendable	57,799,325.39	$42,970,154.48
Expendable	79,818,116.02	$59,339,737.14
Unrestricted	(134,270,468.43)	($37,796,252.61)
TOTAL NET POSITION	$ **446,145,728.87**	$ 451,480,523.99

TEXAS SOUTHERN UNIVERSITY

(An Agency of the State of Texas)

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

For the Year Ended June 30, 2026

	FY26 Budget	FY26 Actuals	FY25 Actuals
OPERATING REVENUES			
Tuition and Fees-Pledged	$ 84,804,819.53	$ 135,967,777.47	$ 135,792,427.39
Discount on Tuition and Fees	0.00	(32,710,525.07)	(38,007,244.50)
Auxiliary Enterprises-Pledged	22,771,377.60	19,778,588.24	23,446,638.03
Other Sales of Goods and Services-Pledged	26,000.00	25,793.30	147,386.78
Federal Revenue	38,738,229.11	20,487,174.04	26,696,582.89
Federal Pass-Through Revenue	353,519.23	860,801.72	896,636.26
State Revenue	186,564.16	1,027,745.20	512,520.62
State Pass-Through Revenue	5,525,863.00	2,895,861.28	9,513,433.33
Other Contracts and Grants-Pledged	4,821,232.00	2,753,471.32	3,637,257.61
Other Operating Revenue	7,236,354.70	8,663,639.41	7,262,884.67
Total Operating Revenues	**$ 164,463,959.33**	**$ 159,750,326.91**	**$ 169,898,523.08**
OPERATING EXPENSES			
Salaries and Wages	$ 134,594,969.87	$ 89,561,735.81	$ 84,680,202.27
Payroll Related Costs	19,444,488.55	20,781,833.39	19,828,440.60
Professional Fees and Services	33,378,537.69	22,175,013.47	15,612,981.56
Travel	3,466,713.76	4,377,417.62	3,871,643.50
Materials and Supplies	17,597,135.81	3,454,782.51	10,935,451.60
Communication and Utilities	7,408,541.45	5,571,356.24	5,560,698.83
Repairs and Maintenance	24,963,497.17	3,020,993.32	8,562,976.25
Rental and Leases	1,409,484.26	1,519,784.50	2,153,643.03
Printing and Reproduction	387,759.35	217,118.60	393,667.16
Federal Pass-Through Expense	0.00	0.00	0.00
Bad Debt Expense	800,000.00	0.00	0.00
Scholarships	32,385,494.56	31,881,057.83	29,581,446.93
Other Operating Expenses	29,349,461.10	11,152,703.85	13,518,072.81
Depreciation and Amortization	21,046,000.00	15,223,575.87	16,381,086.16
Total Operating Expenses	**$ 326,232,083.57**	**$ 208,937,373.01**	**$ 211,080,310.70**
Operating (Loss)	**$ (161,768,124.24)**	**$ (49,187,046.10)**	**$ (41,181,787.62)**

TEXAS SOUTHERN UNIVERSITY

(An Agency of the State of Texas)

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

For the Year Ended June 30, 2026

	FY26 Budget	FY26 Actuals	FY25 Actuals
NON-OPERATING REVENUES (EXPENSES)			
Legislative Revenue	$ 52,293,262.00	$ 64,732,870.00	$ 54,438,033.00
Additional Appropriation	29,957,675.00	(624,315.75)	7,553,184.00
Gifts	17,508,000.00	4,015,748.33	46,164.32
Federal Revenue Nonoperating	59,601,259.24	36,797,922.70	38,909,102.90
Interest Income	2,202,000.00	3,468,879.48	4,744,913.61
Investing Activities Expenses	(1,313,601.00)	(17,385.18)	(26,009.49)
Interest Expense and Fiscal Charges	(12,662,650.00)	(2,838,325.00)	0.00
Net Increase in Fair Value	1,500,000.00	20,418,362.09	10,046,781.64
Other Nonoperating Revenue	(68,650.00)	858,426.34	293,978.55
Total Non-Operating Revenues	**$ 149,017,295.24**	**$ 126,812,183.01**	**$ 116,006,148.53**
Income Before Other Revenues, Expenses, Gains/Losses and Transfers	**(12,750,829.00)**	**77,625,136.91**	**74,824,360.91**
OTHER REVENUES, EXPENSES, GAINS, LOSSES AND TRANSFERS			
Capital Appropriations (HEF)	12,750,829.00	12,750,829.00	12,072,906.00
Additions to Permanent and Term Endowments	0.00	0.00	0.00
Lapses	0.00	0.00	7,283,274.19
Legislative Transfers:			
Transfer-In	-	(9,158,287.00)	
Transfer-Out	-	9,863,325.00	(3,005,950.00)
Total Other Revenues, Expenses, Gain/Losses and Transfers	**$ 12,750,829.00**	**$ 13,455,867.00**	**$ 16,350,230.19**
Change in Net Position	**-**	**91,081,003.91**	**91,174,591.10**
Beginning Net Position		**355,064,724.96**	**360,305,932.89**
Ending Net Position		**$ 446,145,728.87**	**$ 451,480,523.99**

Certifications

a. All monthly closing processes have been completed unless noted below

b. All monthly reconciliations have been completed unless noted below

Signature Accounting Manager

Signature Controller

Signature CFO

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration & Finance

ITEM: Presentation of the Texas Southern University Endowment Investment Performance Report and Portfolio Update for the Period Ended June 30, 2026

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
Texas Southern University Endowment Investment Performance Report for the period ended June 30, 2026, in accordance with the University's Investment Policy and the Board of Regents' fiduciary oversight responsibilities.

The report provides an overview of the University's endowment investment portfolio, including market value, investment performance, asset allocation, benchmark comparisons, and investment management performance.

Providing regular investment performance updates enables the Board to fulfill its governance responsibilities by monitoring the long-term preservation and growth of endowment assets, evaluating investment performance relative to established objectives and benchmarks, and ensuring continued alignment with the University's investment strategy.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Property Code, Chapter 163 (Uniform Prudent Management of Institutional Funds Act – UPMIFA)
Texas Government Code, Chapter 2256 (Public Funds Investment Act – PFIA)
Texas Education Code, Chapter 51, Subchapter A (§ 51.002)

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:

Monthly Performance Summary - Atlanta Consulting Group (June 30, 2026)

RELATED BOARD BYLAW, POLICY AND/OR MAPP POLICY:
MAPP: Texas Southern University Endowment Investment Policy Statement (IPS)
MAPP 03.01.01 (Financial and Investment Management / Treasury Operations)

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.2 Strengthen data analytics
3.5 Ensure long-term legacy — diversify revenues, grow endowment

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

08/17/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Aug 18, 2026 07:50:43 CDT) 08/18/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Aug 29, 2026 06:49:57 CDT) 08/29/2026

PRESIDENT **DATE**

Matthew C. Bauder
Managing Partner, Consultant
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Monthly Review

Texas Southern University

06-30-2026



Monthly Review - June 2026

Market Highlights

- Markets took a bit of a breather in June after a torrid start to Q2. Newsworthy items during the month included the SpaceX IPO and continued ups/downs in the Iran war.
- The S&P 500 was down -0.95% during the month and is now up +10.21% year-to-date.
- US Small Caps measured by the Russell 2000 continued a strong start to the year by rising +3.74% in June. The index is up +22.57% so far this year.
- Industrials, Health Care, and Financials led the S&P 500 as Communication Services (-7.78%) suffered from some weakness in Mag 7 names and Energy (-5.06%) pulled back.
- The Russell 1000 Value (+2.27%) enjoyed a month of outperformance relative to the Russell 1000 Growth (-3.01%) in June.
- Developed International (+0.07%) equities were flat for the month and Emerging Markets (-1.41%) saw a marginal decline despite strong recent performance.
- The Bloomberg US Agg was slightly positive at +0.24% for the month as Kevin Warsh officially took over as chairman of the U.S. Federal Reserve. The market saw some upward pressure on rates and is now pricing in a potential rate hike later in the year.

Sources: Morningstar Direct, MSCI

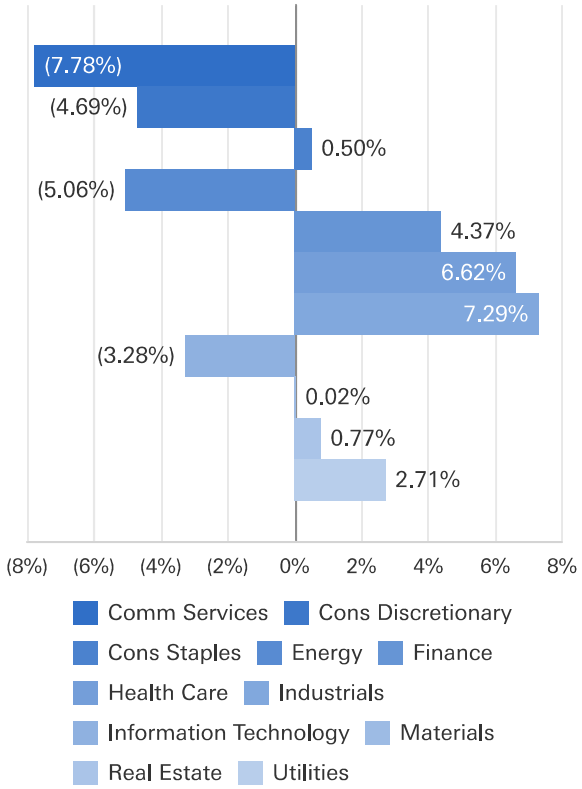
Index Returns

Equity Returns	MTD	YTD	1 Yr.	3 Yr.	5 Yr.
S&P 500	*(0.95)*	*10.21*	*22.32*	*20.59*	*13.40*
Russell 1000	*(0.50)*	*10.33*	*22.02*	*20.45*	*12.65*
Russell Mid Cap	*3.11*	*15.30*	*21.63*	*16.50*	*8.49*
Russell 2000	*3.74*	*22.57*	*40.78*	*18.58*	*6.98*
Russell 3000	*(0.30)*	*10.88*	*22.82*	*20.34*	*12.30*
NASDAQ	*(2.75)*	*13.13*	*29.48*	*24.72*	*13.39*
MSCI ACWI	*(0.80)*	*11.25*	*23.67*	*19.68*	*10.98*
MSCI ACWI Ex US	*(0.59)*	*13.68*	*27.66*	*18.80*	*8.78*
MSCI EAFE	*0.07*	*9.44*	*20.23*	*16.42*	*9.04*
MSCI Emerging Markets	*(1.41)*	*23.85*	*43.51*	*23.00*	*7.19*

Fixed Income Returns	MTD	YTD	1 Yr.	3 Yr.	5 Yr.
Bloomberg US Agg	*0.24*	*0.62*	*3.79*	*4.15*	*0.08*
Bloomberg GI Agg	*(0.71)*	*(0.21)*	*0.62*	*3.41*	*(1.55)*
Bloomberg US Cr	*0.20*	*0.85*	*4.34*	*5.18*	*0.38*
Bloomberg US Govt	*0.28*	*0.28*	*2.72*	*3.20*	*(0.38)*
Bloomberg US Corp HY	*0.27*	*1.96*	*5.91*	*8.85*	*4.17*
Bloomberg Muni Bond	*0.96*	*2.32*	*7.03*	*3.75*	*1.05*
Bloomberg GI Treasury	*(0.87)*	*(0.93)*	*(1.59)*	*1.87*	*(2.99)*

Other Index Returns	MTD	YTD	1 Yr.	3 Yr.	5 Yr.
Morningstar Long-Short Eq	*0.05*	*7.17*	*13.89*	*11.52*	*6.68*
Morningstar Eq Mkt Neutral	*0.47*	*0.90*	*4.20*	*7.37*	*6.36*
Wilshire Liquid Alt	*(0.39)*	*2.55*	*7.53*	*6.08*	*3.00*
FTSE EPRA/NAREIT Dev	*0.86*	*9.64*	*13.26*	*9.59*	*1.69*
Alerian MLP	*(0.04)*	*18.48*	*21.47*	*23.10*	*20.50*
Bloomberg Commodity Idx	*(8.54)*	*14.36*	*25.46*	*11.68*	*9.37*

MTD S&P Sector Returns



Russell Style Returns	MTD	YTD
Russell 1000 Value	*2.27*	*16.26*
Russell 1000	*(0.50)*	*10.33*
Russell 1000 Growth	*(3.01)*	*5.05*
Russell Mid Cap Value	*3.03*	*17.58*
Russell Mid Cap	*3.11*	*15.30*
Russell Mid Cap Growth	*2.70*	*7.27*
Russell 2000 Value	*3.97*	*22.99*
Russell 2000	*3.74*	*22.57*
Russell 2000 Growth	*3.55*	*22.18*

Market Index Review As of 06-30-2026

Major Market Indices	MTD	QTD	YTD	1 Yr.	3 Yr.	5 Yr.	10 Yr.
S&P 500	(0.95)	15.20	10.21	22.32	20.59	13.40	15.50
S&P 500 Equal Weighted	2.38	11.39	12.13	19.20	14.51	9.14	12.35
Russell 2000	3.74	21.49	22.57	40.78	18.58	6.98	11.62
Russell 3000	(0.30)	15.44	10.88	22.82	20.34	12.30	15.05
MSCI ACWI	(0.80)	14.93	11.25	23.67	19.68	10.98	12.78
MSCI ACWI Ex US	(0.59)	14.49	13.68	27.66	18.80	8.78	9.92
Bloomberg US Agg	0.24	0.67	0.62	3.79	4.15	0.08	1.54

International Indices	MTD	QTD	YTD	1 Yr.	3 Yr.	5 Yr.	10 Yr.
MSCI EAFE	0.07	10.82	9.44	20.23	16.42	9.04	9.65
MSCI EAFE Value	(0.70)	7.49	9.63	26.95	21.49	13.14	10.44
MSCI EAFE Growth	0.78	13.86	8.04	11.95	9.76	3.28	6.85
MSCI Europe	0.94	10.93	7.81	18.64	16.17	9.49	9.91
MSCI Pacific	(1.13)	10.90	13.08	23.89	16.89	8.39	9.48
MSCI EAFE Small Cap	(3.72)	9.02	7.65	17.39	15.70	5.35	8.63
MSCI Emerging Markets	(1.41)	24.05	23.85	43.51	23.00	7.19	10.07

Russell Indices	MTD	QTD	YTD	1 Yr.	3 Yr.	5 Yr.	10 Yr.
Russell 1000	(0.50)	15.14	10.33	22.02	20.45	12.65	15.29
Russell 1000 Value	2.27	13.87	16.26	27.12	17.77	11.17	11.52
Russell 1000 Growth	(3.01)	16.60	5.05	17.44	22.49	13.67	18.55
Russell Mid Cap	3.11	13.83	15.30	21.63	16.50	8.49	11.99
Russell Mid Cap Value	3.03	13.40	17.58	26.62	16.49	9.47	10.62
Russell Mid Cap Growth	2.70	14.55	7.27	6.17	15.59	6.02	13.04
Russell 2000 Value	3.97	17.19	22.99	43.01	18.71	8.23	10.89
Russell 2000 Growth	3.55	25.71	22.18	38.74	18.42	5.56	11.96

Bond Indices	MTD	QTD	YTD	1 Yr.	3 Yr.	5 Yr.	10 Yr.
ICE BofA US 3 Mth Treasury	0.29	0.89	1.74	3.84	4.63	3.52	2.34
Bloomberg Muni Bond	0.96	2.50	2.32	7.03	3.75	1.05	2.14
Bloomberg US Agg Govt / Cr	0.25	0.70	0.49	3.32	3.97	(0.10)	1.59
Bloomberg Int US Govt / Cr	0.10	0.43	0.40	3.14	4.67	1.22	1.92
Bloomberg US Cr 1-3 Years	0.15	0.79	1.11	3.75	5.28	2.64	2.53
Bloomberg U.S. Long Cr	0.35	2.31	1.12	5.05	4.05	(2.19)	2.13
Bloomberg US Corp HY	0.27	2.47	1.96	5.91	8.85	4.17	5.81
Bloomberg Gl Treasury	(0.87)	0.51	(0.93)	(1.59)	1.87	(2.99)	(0.81)

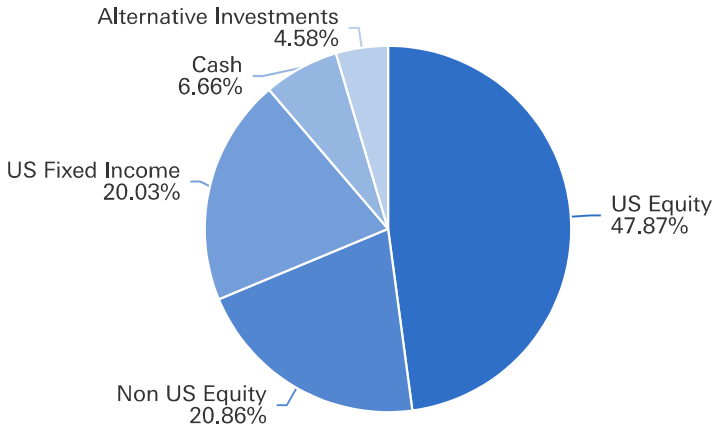
Sector Indices	MTD	QTD	YTD	1 Yr.	3 Yr.	5 Yr.	10 Yr.
S&P 500 Materials	0.02	2.04	11.97	16.73	8.92	6.31	10.36
S&P 500 Cons Discretionary	(4.69)	9.27	(0.77)	9.46	13.58	6.74	13.02
S&P 500 Cons Staples	0.50	0.33	8.03	5.49	8.56	7.78	7.91
S&P 500 Energy	(5.06)	(13.45)	19.66	29.04	12.80	18.99	8.65
S&P 500 Financials	4.37	9.01	(1.18)	4.06	18.69	9.85	13.39
S&P 500 Health Care	6.62	8.78	3.47	19.90	8.00	6.53	10.23
S&P 500 Industrials	7.29	14.85	20.15	27.29	21.78	14.38	14.39
S&P 500 Information Technology	(3.28)	31.79	19.76	37.48	30.88	22.14	26.59
S&P 500 Real Estate	0.77	9.50	14.83	14.34	10.33	4.02	6.75
S&P 500 Comm Services	(7.78)	8.32	0.80	21.14	29.21	12.42	11.65
S&P 500 Utilities	2.71	(0.53)	7.69	14.22	14.95	10.83	9.11

Other Indices	MTD	QTD	YTD	1 Yr.	3 Yr.	5 Yr.	10 Yr.
Morningstar Long-Short Eq	0.05	7.56	7.17	13.89	11.52	6.68	6.66
Morningstar Eq Mkt Neutral	0.47	(0.48)	0.90	4.20	7.37	6.36	3.26
Morningstar US Multistrategy	(0.62)	2.46	3.32	8.42	6.28	3.96	3.63
Wilshire Liquid Alt	(0.39)	2.52	2.55	7.53	6.08	3.00	3.12
FTSE EPRA/NAREIT Dev	0.86	8.52	9.64	13.26	9.59	1.69	3.32
Alerian MLP	(0.04)	1.39	18.48	21.47	23.10	20.50	9.19
Bloomberg Commodity Idx	(8.54)	(8.08)	14.36	25.46	11.68	9.37	5.82
S&P Gl Infrastructure	1.27	1.60	10.02	16.79	16.86	11.92	9.02
Crude Oil - WTI Spot	(22.60)	(31.40)	23.23	6.43	(0.04)	(0.85)	3.87
USD DXY	2.30	1.23	2.91	4.45	(0.56)	1.82	0.51
US CPI - less food & energy	0.00	0.59	1.30	2.58	2.92	3.89	3.10

Texas Southern University As of 06-30-2026

Current Allocation

Asset Class	Current Value	Current Allocation
US Equity	$67,675,947	47.87%
Non US Equity	$29,496,829	20.86%
US Fixed Income	$28,312,782	20.03%
Alternative Investments	$6,480,349	4.58%
Cash	$9,409,670	6.66%
Total	**$141,375,577**	**100.00%**



Summary of Cash Flows

	Current Quarter	YTD	Fiscal YTD	1 Yr.	3 Yr.
Starting Value	$121,865,858	$121,957,836	$114,671,142	$111,286,622	$81,437,233
Net Cash Flow	($14,400)	($40,932)	($6,842)	($43,429)	$6,974,130
Net Investment Change	$19,524,119	$19,458,673	$26,711,278	$30,132,384	$52,995,502
Ending Value	$141,375,577	$141,375,577	$141,375,577	$141,375,577	$141,375,577

Return Summary

	MTD %	QTD %	YTD %	Fiscal YTD	1 Yr. %	3 Yr. %	5 Yr. %	10 Yr. %	Inc. %	Inc. Date
Total	**2.03**	**16.02**	**15.96**	**23.29**	**27.08**	**17.18**	**9.45**	**11.29**	**8.62**	**Oct 1994**
Index Composite - Dynamic Benchmark	*0.12*	*11.43*	*9.76*	*15.27*	*19.27*	*15.08*	-	-	-	
70% Rus 3000 / 30% Bloomberg Govt/Cr...	*(0.18)*	*10.85*	*7.77*	*12.77*	*16.74*	*15.48*	*9.04*	*11.10*	*9.17*	
S&P 500	*(0.95)*	*15.20*	*10.21*	*17.26*	*22.32*	*20.59*	*13.40*	*15.50*	*11.20*	
Russell 2000	*3.74*	*21.49*	*22.57*	*29.15*	*40.78*	*18.58*	*6.98*	*11.62*	*9.55*	
MSCI ACWI Ex US	*(0.59)*	*14.49*	*13.68*	*23.73*	*27.66*	*18.80*	*8.78*	*9.92*	-	
Bloomberg US Agg	*0.24*	*0.67*	*0.62*	*2.84*	*3.79*	*4.15*	*0.08*	*1.54*	*4.57*	

Fiscal Year End: August

Asset Allocation by Asset Class

	Value ($)	Current Allocation (%)	Policy Range	Within IPS Range? (Level 3)
US Equity	**67,675,947**	**47.86**	**25.00 % - 75.00 %**	**Yes**
DFA US Small Cap Portfolio	7,243,812	5.12		
iShares Total US Stock Mkt Ind Fd	53,363,957	37.74		
Natixis Vaughan Nelson Small Cap	7,068,177	5.00		
Non US Equity	**29,496,829**	**20.86**	**0.00 % - 25.00 %**	**Yes**
Harding Loevner International Equity Portfolio Instl Cl	12,005,338	8.49		
Nomura Emerging Markets Instl Cl	17,491,491	12.37		
US Fixed Income	**28,312,782**	**20.02**	**15.00 % - 75.00 %**	**Yes**
Barrow Hanley	23,333,545	16.50		
Shenkman Capital Short Dur High Yield I	4,979,238	3.52		
Non US Fixed Income	0	0.00	0.00 % - 25.00 %	Yes
Alternative Investments	**6,480,349**	**4.59**	**0.00 % - 15.00 %**	**Yes**
Golub Capital Partners 14	1,397,455	1.00		
Magnitude International	5,082,894	3.59		
Cash	**9,409,670**	**6.66**	**0.00 % - 5.00 %**	**No**
Total	**141,375,577**	**100.00**		

Texas Southern University As of 06-30-2026

Performance Summary

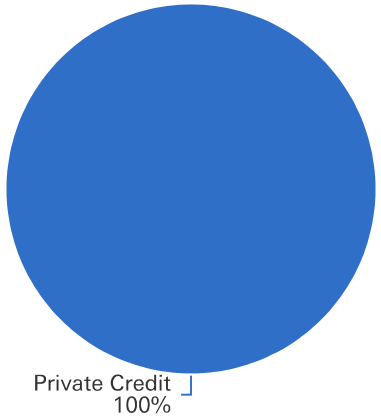
Manager Status	Value	% Of Port.	MTD	QTD	YTD	1 Yr.	3 Yr.	5 Yr.	Inc. %	Inception Date
Texas Southern University	**$141,375,577**	**100.00%**	**2.03**	**16.02**	**15.96**	**27.08**	**17.18**	**9.45**	**8.62**	**Oct 1994**
Equity	**$97,172,775**	**68.73%**	**2.81**	**24.15**	**23.79**	**40.35**	**24.33**	**13.68**	**10.07**	**Oct 1994**
iShares Total US Stock Mkt Ind Fd	$53,363,957	37.75%	(0.29)	15.46	10.89	22.83	20.38	12.33	14.70	Sep 2015
Russell 3000			*(0.30)*	*15.44*	*10.88*	*22.82*	*20.34*	*12.30*	*14.84*	
DFA US Small Cap Portfolio	$7,243,812	5.12%	5.31	16.70	19.77	31.10			36.88	Apr 2025
Russell 2000			*3.74*	*21.49*	*22.57*	*40.78*			*46.44*	
Russell 2000 Value			*3.97*	*17.19*	*22.99*	*43.01*			*46.25*	
Natixis Vaughan Nelson Small Cap	$7,068,177	5.00%	5.05	10.46	13.10	28.89			34.07	Apr 2025
Russell 2000			*3.74*	*21.49*	*22.57*	*40.78*			*46.44*	
Russell 2000 Value			*3.97*	*17.19*	*22.99*	*43.01*			*46.25*	
Harding Loevner International Equity Portfolio Instl Cl	$12,005,338	8.49%	0.39	11.61	14.69	26.91	15.33		10.00	Mar 2022
MSCI ACWI Ex US			*(0.59)*	*14.49*	*13.68*	*27.66*	*18.80*		*12.08*	
MSCI ACWI ex USA Growth			*(0.28)*	*17.04*	*12.80*	*22.30*	*15.31*	*5.21*	-	
Nomura Emerging Markets Instl Cl	$17,491,491	12.37%	13.34	101.36	129.92	228.74	70.87		41.42	Mar 2022
MSCI Emerging Markets			*(1.41)*	*24.05*	*23.85*	*43.51*	*23.00*		*13.06*	
Fixed Income	**$28,312,782**	**20.03%**	**0.29**	**1.28**	**1.41**	**4.64**	**4.94**	**1.46**	**3.50**	**Jun 2005**
Shenkman Capital Short Dur High Yield I	$4,979,238	3.52%	0.35	1.90	1.67	4.77	6.57		5.21	Mar 2022
Bloomberg US Cr 1-3 Years			*0.15*	*0.79*	*1.11*	*3.75*	*5.28*		*3.83*	
Barrow Hanley	$23,333,545	16.50%	0.28	1.15	1.36	4.62	5.09	1.58	3.52	Jun 2005
TSU Custom Fixed Benchmark			*0.24*	*0.66*	*0.62*	*3.92*	*4.94*	*1.37*	*3.41*	
Bloomberg US Agg			*0.24*	*0.67*	*0.62*	*3.79*	*4.15*	*0.08*	*3.11*	
Alternative Investments	**$6,480,349**	**4.58%**	**1.73**	**3.89**	**5.24**	**12.65**	**10.86**		**10.11**	**Mar 2022**
Golub Capital Partners 14	$1,397,455	0.99%	0.00	0.00	(1.95)	1.62	7.58		7.62	Mar 2022
Cliffwater Direct Lending Index			*0.00*	*0.00*	*1.12*	*5.70*	*9.31*		*8.97*	
Magnitude International	$5,082,894	3.60%	2.22	5.02	7.41	16.17	12.80		11.49	Mar 2022
Hedge Fund Conservative			*0.23*	*3.32*	*4.51*	*9.95*	*7.51*		*5.81*	
Cash	**$9,409,670**	**6.66%**								**Jan 2000**

Private Assets Portfolio Overview

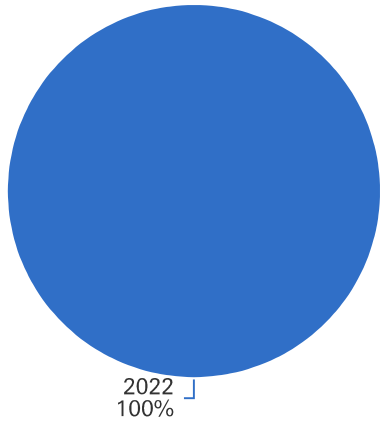
Portfolio Summary

1	$1,397,455
Positions	Market Value
$1,600,000	$1,440,000
Commitments	Contribution
8.06%	$480,851
IRR	Distribution

Strategy



Vintage Year



Investment Detail

	Vintage Year	Commitments	Total Contributions	Total Distributions	Value	Net Inv. Change	MOC	IRR	Valuation Date
Private Credit		**$1,600,000**	**$1,440,000**	**$480,851**	**$1,397,455**	**$438,306**	**1.30**	**8.06%**	
Golub Capital Partners 14	2022	$1,600,000	$1,440,000	$480,851	$1,397,455	$438,306	1.30	8.06%	03-31-2026
Total		**$1,600,000**	**$1,440,000**	**$480,851**	**$1,397,455**	**$438,306**	**1.30**	**8.06%**	

Important Disclosures

Investing is subject to a high degree of risk, including the possible loss of the entire amount of an investment. You should carefully review all information provided to you by Atlanta Consulting Group Advisors, LLC ("ACG"), including ACG's Form ADV Part 2A Brochure and all supplements thereto, as well as each investment's prospectus or offering materials, before making an investment.

This report is based on transaction records, portfolio valuations, and performance supplied by the client, the custodian, the investment manager, and investment/pricing databases including Morningstar, ICE, Refinitiv, and other sources. Due to the timeliness of this report, investment values and performance information may reflect preliminary estimates and is, therefore, subject to change.

The information contained herein reflects the opinions and projections of ACG as of the date of publication, which are subject to change without notice at any time. This material is for informational purposes only and should not be deemed to be investment advice or a recommendation to purchase or sell any specific security. While the information presented herein is believed to be reliable, no representation or warranty is made concerning the accuracy of any data presented. You should not treat this material as advice in relation to legal, taxation, or investment matters, and the data contained herein should not be used for tax purposes. The statements and tax documents provided by your account custodian are the official record of your account.

We urge you to take a moment to compare the account balances contained in this report to those balances reflected on the statements that you receive directly from your account's custodian. Please contact us or the account custodian with any questions you may have. Also, please notify us promptly if you do not receive statements on all accounts from the custodian on at least a quarterly basis. Please contact us promptly should you experience any changes in your financial circumstances, investing time horizon, or risk tolerance.

Performance Calculation Disclosures

Performance returns have been calculated using data supplied by the client, the custodian, the investment manager, and investment/pricing databases including ICE, Refinitiv, and other sources. ACG has not independently verified data provided by these third parties and does not guarantee the accuracy of any calculation based on such third-party data. No representations or warranties whatsoever are made by ACG or any other person or entity as to the future profitability of an account or the results of making an investment. Past performance is no guarantee of future returns. The performance contained herein is calculated net of fees, unless otherwise indicated, and is based on a security's market price as of the close of trading each business day. Returns for periods under twelve months are not annualized. Returns for periods over one year are annualized.

Time-Weighted Return (TWR) - Performance returns for client assets are generally shown as a Time-Weighted Return (TWR), which is a measure that calculates the compounded rate of growth of a portfolio or asset over a given period. TWR lessens cash flows' distorting effects on growth rates. The daily Modified Dietz calculation is used for TWR calculations.

Internal Rate of Return (IRR) - Performance returns displayed within each Private Assets Portfolio Overview, if included, are shown as an Internal Rate of Return (IRR) which measures the annual growth rate that an investment is expected to generate. IRR considers the amount of cash invested and the timing of the investment.

* Returns are not annualized for investments held less than one year or where a full year of historical data is unavailable.

Index and Benchmark Information

Various indices shown in the Market Index Review and elsewhere (each, an "Index") are unmanaged indices of securities that are used as general measures of market performance, and their performance is not reflective of the performance of any specific investment. Index comparisons are provided for informational purposes only and should not be used as the basis for making an investment decision. Further, the performance of an account managed by ACG and each Index may not be comparable. There may be significant differences between an account managed by ACG and each Index for reasons including, but not limited to, risk profile, liquidity, volatility, and asset composition. The performance shown for each Index reflects no deduction for client withdrawals, fees, or expenses. Accordingly, comparisons against the Index may be of limited use. Investments cannot be made directly into an Index.

Index Composite-Dynamic Benchmark - Where shown, the Index Composite-Dynamic Benchmark is an asset-weighted composite benchmark that is calculated based on the weight of each constituent benchmark in the underlying portfolio. This benchmark is rebalanced monthly, and the weight of each benchmark is determined by comparing the value of investments associated with the benchmark at the start of each rebalancing period.

Security and Investment Manager Summary Pages

This report may include one or more security/investment manager summary pages which include a description of the investment, historical performance returns and return summaries, sector allocations, and other information. This information is compiled from several sources including one or more of the following: the client, the custodian, the investment manager, Morningstar, ICE, and other sources. These pages are provided for informational purposes only and reflect the performance of the investment, as provided by Morningstar, over various time periods. While the information presented herein is believed to be reliable, no representation or warranty is made concerning the accuracy of any data presented. You should not treat these materials as advice in relation to legal, taxation, or investment matters.

The purpose of the security/investment manager summary pages is to provide a historical indication of the performance of the security or investment manager. In no way should either the Morningstar Return Summary or the Morningstar Annual Returns be considered indicative or a guarantee of the future performance of a client's investment in that security or with the same manager, nor should they be considered indicative of the actual performance achieved by any client in the same security or with the same manager.

Other Definitions

Alpha - An estimate of risk-adjusted investment performance, where beta is used as a measure of risk. It is an indicator of the rate of return attributable to the investment manager after adjusting for the portfolio's level of market risk. A positive Alpha indicates the investment manager has earned a higher rate of return than expected given the portfolio's level of risk, while a negative Alpha indicates the investment manager has earned a lower rate of return than expected given the portfolio's level of risk.

Beta - Beta is a measure of systematic risk of a security or portfolio's sensitivity to the market.

Current Yield (Yield to Price) - Yield to price is calculated as Income / MP, where Income is the annual income per unit, and MP is the market price per share of the security.

Downside Capture Ratio - This risk metric measures how well a manager performed during periods when the market fell. Downside capture ratio is displayed as a percentage.

Information Ratio - A measure comparing the returns on an investment to the amount of risk taken. It measures whether or not an asset received excess returns for the risk taken. The information ratio is similar to the Sharpe ratio. The only difference is that it measures returns against a particular benchmark rather than a risk-free rate and, therefore, measures the riskiness of the manager's active returns.

Modified Dietz Calculation - The Modified Dietz calculation is a widely used technique for calculating the rate of return on an investment portfolio that accounts for external cash flows, such as contributions or withdrawals. It provides a way to measure the historical performance of a portfolio by using a weighted calculation of cash flows during a specific period.

Multiple of Capital (MOC) - The Multiple of Capital is the amount of money gained from a position as a fraction of the money paid into the position.

Projected Cash Flow / Projected Income - A security's projected cash flow is calculated as CPU*U*PO, where CPU is the cash flow per unit for the selected time period, U is the number of owned units, and PO is the percentage of the units owned on the end date of the selected time period. Cash flow per Unit (CPU) is calculated differently for fixed income and non-fixed income securities. Cash flow and income projections are calculated based on security information received from data providers such as ICE and Morningstar and are subject to change without notice.

Sharpe Ratio - A risk-adjusted measure of return which uses standard deviation to represent risk. It is calculated using annualized return in excess of return of the cash equivalent divided by the annualized standard deviation of the portfolio or benchmark. The higher the Sharpe ratio, the better the fund's risk-adjusted performance.

Standard Deviation - A statistical measure of risk reflecting the total variability (risk) of the portfolio or benchmark. It measures the extent to which the returns for a portfolio have varied from period to period and represents the dispersion of the periodic returns around the average return.

Tracking Error - Tracking error is the difference in actual performance between a position (usually an entire portfolio) and its corresponding benchmark. It is a measure of the risk in an investment portfolio that is due to active management decisions made by the portfolio manager, indicating how closely a portfolio follows the benchmark index.

Unrealized Gain/Loss - The monetary gain or loss on an investment that has not been traded in for cash.

Upside Capture Ratio - This risk metric measures how well a manager performed during periods when the market rose. Upside capture ratio is displayed as a percentage.

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Academic Affairs, Research, & Student Life

ITEM: Request Approval to Negotiate and Execute a Three-Year Contract with Education Management Solutions

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
The Administration requests approval to negotiate and execute a three-year agreement with Education Management Solutions (EMS) for the purchase, implementation, licensing, maintenance, support of the SimulationiQ Enterprise Cloud with TotalCareiQ platform. This simulation center is essential because it provides a realistic, risk-free environment where pharmacy students can collaborate with other disciplines, practice complex patient scenarios, and develop the confidence and competence expected of practice-ready and interprofessional team ready graduates as required by our accrediting bodies.

The SimulationiQ enterprise cloud with TotalCareiQ will provide a comprehensive cloud-based simulation management system that enhances clinical education, streamlines simulation operations, supports learner assessment and competency tracking, and provides data analytics to strengthen instructional quality and accreditation efforts across the university's health profession programs.

Approval of this agreement supports the university's strategic priorities by advancing technology-enhanced learning, improving operational efficiency, strengthening student success and ensuring continued access to a modern, scalable simulation platform that supports excellence in healthcare education.

Procurement Method
Invitation to Bid (ITB) 717-26-750 (ITB was issued on April 30, 2026 and open until May 19, 2026 with an addendum added with a new date which was set for May 26,2026.)

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Education Code §51.9335 – Acquisition of Goods and Services by Institutions of Higher Education

Contract Term
New Contract | Three-Year Contract Term (09/30/2026 – 09/30/2029)

FISCAL IMPACT: Not-to-Exceed (NTE) | $692,610.00 (3-year total)
0001-23470-7380-30101 | State-Appropriated Funds

SUPPORTING DOCUMENTATION:

Vendor Contract & Scope of Work

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
Board Policy 51.01
MAPP 03.02.03
MAPP 08.04.01

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.1 Align academic programming with industry demand

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

09/01/2026

GENERAL COUNSEL | **DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Sep 2, 2026 22:15:21 CDT)

09/02/2026

CHIEF FINANCIAL OFFICER | **DATE**

James Crawford (Sep 3, 2026 19:05:08 CDT)

09/03/2026

PRESIDENT | **DATE**

Education Management Solutions

Integrated Solutions. Elevated Healthcare.

SIMULATIONiQ™ System Purchase Agreement – Enterprise Cloud with TotalCAREiQ™ Gold

TEXAS SOUTHERN UNIVERSITY-HEALTH SCIENCES

Education Management Solutions, LLC.

1300 Morris Drive, Lower-Level Wayne, PA19087 USA

ems-works.com

EMS SYSTEM PURCHASE AGREEMENT

This **System Purchase Agreement** ("Agreement") is executed as of the date set forth below, to be effective **June 29, 2026** ("**Effective Date**") by and between Education Management Solutions, LLC, a Delaware Limited Liability Company, located at 1300 Morris Drive, Lower Level, Wayne, PA 18097, ("**EMS**") and Texas Southern University-Health Sciences , a Texas Public Not for Profit Company, located at 3100 Cleburne St. Houston, TX 77004, ("**Client**")

BACKGROUND

The Client desires to have EMS supply and install on its designated Premises, as defined below, the EMS SIMULATIONiQ System and EMS desires to supply and install the EMS SIMULATIONiQ™ System ("The Project").

Prior to the Effective Date, EMS has prepared and delivered to the Client:

- a designated Project Number: TBD
- a Proposal, dated June 24, 2026 (attached hereto as Exhibit "A").

The Proposal, along with the Installation Terms, attached hereto as "Exhibit "B," the Software Subscription and License Terms, attached hereto as Exhibit "C," and TotalCAREiQ™ Terms, attached hereto as Exhibit "D" are incorporated herein by reference.

The parties wish to set forth their understanding in writing in accordance with the terms and condition herein.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties agree as follows:

1. **BACKGROUND.** The background set forth above is true and correct and is incorporated herein by reference.

2. **MILESTONES FOR COMPLETION OF THE PROJECT**

   The Project shall proceed on the basis of the following milestones ("the **Milestones**"):

   a. Receipt of Purchase Order by EMS: The date EMS receives the Purchase Order from Client for the EMS System to begin detailed design and engineering drawings.

   b. Engineering Date: The date EMS has completed the system design, including the final design drawings and engineering steps.

   c. Software Access Date: The date the Client has access to the Software.

   d. Installation Date: The date the complete EMS System has been installed at the Premises as set forth in Exhibit "A."

   e. Training Date: The date when Training is completed for the EMS System.

   f. Project Acceptance Date: The date on which EMS shall have substantially completed the Project by completion of installation of the EMS System at the Premises and demonstration of integration of the EMS System as specified in Exhibit "A."

3. **SCOPE OF WORK**

   EMS shall provide the specific components of the EMS System and EMS proprietary Software as set forth on Exhibit "A" and as provided in the Proposal. The scope of work shall only be amended in writing under the procedures set forth herein.

4. ACQUISITION AND INSTALLATION

EMS shall provide and install the EMS System at the Client's designated premises located at: 3100 Cleburne St. Houston, TX 77004 ("**Premises**")

EMS shall provide all products, software, engineering, services, materials, equipment, tools, training, incidentals, and perform all the necessary work to complete the installation as provided in the Proposal and the Installation Terms. "**Installation Terms**" shall mean the terms pertaining to the installation as set forth in Exhibit "B" as attached hereto and all amendments, modification and restatements thereof.

5. CHANGES TO THE PROJECT

The Client may request in writing that EMS amend the Project to extend the time for performance or to modify, change, omit, add to or suspend the Project. EMS shall have no obligation to modify the capability of the Software except where such modification is required to make the Software conform to the Documentation or warranty with respect to the functionality of the Software. To the extent that any changes to the Project requested by the Client result in a change to the Fee of EMS System or Project, EMS shall provide the Client with an equitable adjustment in the Fee. Requests for changes less than 45 days prior to Project Deployment may result in restocking fees on any deletion of hardware components. EMS shall advise the Client in writing, within 10 days of receipt of the Client's request for changes, of any changes in the Fee as a result of the Client's requested changes in the Project, along with reasonable documentation of the basis for the change in the Fee. Within 10 days of Client's receipt of EMS' Fee changes, the Client shall advise EMS as to whether the Client approves the revision to the Fee. If the revised Fee is accepted by the Client, a Purchase Order or executed change order covering the changes to the Project for the Fee agreed upon will serve as an Addendum to this Agreement to document the changed scope of the Project and the amended Fee. "**Documentation**" means EMS's user manual, handbooks, installation guides relating to the Software and end user documentation relating to the Software that EMS provides or makes available to Client, which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation or use of the Software.

6. FEES

a. The Fees for the Project shall be as set forth this Section and Exhibit A (the "**Fees**"). The Total amount of Fee's for the (3) year term is Six hundred ninety-two thousand six hundred ten dollars ($692,610), which includes:

   i. the Project with the first year of TotalCAREiQ™ Gold Coverage and Software Subscription as set forth in Exhibit A ($131,675) (the "**Project Fee**").

   ii. Two (2) additional years of TotalCAREiQ™ Gold Coverage and Software Cloud Subscription ($254,870) ("**TotalCAREiQ™ Fee**").

Year 1	Included in Project Fee
Year 2	$127,435
Year 3	$127,435

b. Upon receipt of the Purchase Order issued by the Client, 50% ($280,870) of the Project Fee (the "**Initial Payment**") is due and payable to EMS. EMS shall not be obligated to proceed with any work set forth herein until EMS has received the Initial Payment.

c. EMS shall submit invoices to the Client for the balance of the Fees as follows:

   i. Forty percent (40%) of the Project Fee ($175,096) shall be invoiced and due on the Installation Date.

   ii. The remaining ten percent (10%) of the Project Fee ($43,774) shall be invoiced and due upon the Project Acceptance Date and shall also include any additions or deletions to the Project.

   iii. The Cloud Fee and the TotalCAREiQ™ Fee shall be invoiced annually sixty (60) days prior to the anniversary of the project installation and due 30 days prior to the anniversary of the project installation.

d. The Project Fee is based on an expected Date hardware installation. Delays beyond 30 days will result in a cost increase to the Project of 5%.

e. The Client shall pay EMS the Fees for the Project, subject to such adjustments as may be required by this Agreement or agreed to by the parties in writing. Any tax (including but not limited to sales tax, Goods and Services Tax (GST), etc.) liability related to the Project shall be paid by the Client. The Client shall provide EMS with written confirmation of any exemption from sales tax held by Client.

f. The Fees reflect an assumption that EMS shall complete the installation during normal business hours, Monday through Friday, 7am-5pm. If Customer requests that the installation occurs outside those hours, days or on holidays, EMS shall provide a change order to reflect the increased cost. If Customer requires union or specialty labor, EMS shall provide a change order to the Fees to reflect the increased cost.

g. The Client shall be responsible for all appliable tariffs and shall be assessed at the time of deployment and in addition to the Fees set forth herein.

h. The Client acknowledges that any product, services, or scope modifications in addition to or different than what is described in Exhibit A and any change order issued in accordance with Section 5 may result in a cost impact to Client's offered pricing and impact the timeline and Milestones.

i. EMS shall invoice the Client in accordance with the payment terms set forth in this Agreement, subject to modification by any future Addenda and changes made pursuant to Section 5. EMS shall remit all invoices to Client electronically and shall be payable by Client to EMS within thirty (30) days of the invoice date. EMS will provide the Client with wire transfer instructions, which shall be the preferred method of payment. Any invoiced amounts due that are not paid by the date due will be subject to a 5% late charge and will be considered a Payment Failure (as defined below).

j. "**Business Day**" shall mean any day other than a Saturday, Sunday or other day in which commercial banks in New York, New York are authorized or required by law to be closed for business.

7. SOFTWARE SUBSCRIPTION AND LICENSE

Effective upon the Training Date, subject to the Client's payment of the Fees and compliance with all other terms and conditions of this Agreement and Exhibit "C" (the "**Software Subscription Terms**"), EMS hereby grants to the Client for use by its employees, faculty, students and invitees participating in Client's student education activities, a perpetual, non-exclusive, non-transferable (subject to Section 18), limited license to use the Software described herein on the Premises in the operation of the EMS SIMULATIONiQ™ System.

8. AUTHORIZED REPRESENTATIVE

The individual with authority to act for and bind a party to this Agreement shall be such party's "**Authorized Representative**" set forth below. Until notified as to their respective successors, the Authorized Representative for EMS and the Client are as follows:

Lou Faustini	Lou.Faustini@ems-works.com
(EMS Authorized Representative)	(Email address)
Cynthia Johnson	cynthia.johnson@tsu.edu
(Client Authorized Representative)	(Email address)
3100 Cleburne St. Houston, TX 77004	
(Client Authorized Representative Mailing Address)	

9. TERM AND TERMINATION OF AGREEMENT

a. This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

b. This Agreement may be terminated at any time:

   i. by EMS, effective on written notice to Client, if Client fails to pay any amount when due under this Agreement or any other agreement between the Parties, and such failure continues more than thirty (30) days after EMS's delivery of written notice thereof ("**Payment Failure**").

   ii. by either Party, effective on written notice to the other Party, if the other Party breaches this Agreement and (A) such breach is incapable of cure; or (A) such breach being capable of cure, the defaulting Party fails to cure the default within thirty (30) days, or, if such cure cannot be reasonably accomplished within such thirty (30) day period, the defaulting Party has not taken commercially reasonable action to cure the default at the earliest commercially reasonable time and does not continue to prosecute such actions diligently until such defaults are cured.

   iii. by EMS, effective immediately, if Client: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

c. Upon termination of this Agreement, all rights, licenses and authorizations granted to Client pursuant to Section 7 hereunder will immediately terminate and Client will (A) immediately cease all use of and other activities with respect to the Software and Documentation; (B) within thirty (30) days deliver to EMS, or at EMS written request destroy, and permanently erase from all devices and systems Client directly or indirectly controls, the Software, the Documentation and the EMS's Confidential Information, including all documents, files, and tangible materials (and any partial and complete copies) containing, reflecting, incorporating, or based on any of the foregoing, whether or not modified or merged into other materials, and (C) will have thirty (30) days from date of termination to download any Client Data using the functionality within the Software to perform this function. After such 30-day period, EMS shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited delete all Client Data in its systems or otherwise in its possession or under its control. "**Client Data**" means any and all data created by Client by the use of the Software.

d. Upon termination of this Agreement for any reason, the Client shall pay to EMS (i) the Fees owed hereunder through the effective date of termination based upon Milestones completed and all Services completed to date, (ii) any and all costs and expenses incurred in efforts to achieve the next Milestone including reimbursement at cost for any third-party restocking and cancellation fees, and (iii) an additional ten percent (10%) for unreimbursed overhead and profit. Client acknowledges and agrees that such overhead fee is reasonable. EMS shall promptly invoice the Client for such amounts with reasonable documentation, and the Client shall pay such invoice within sixty (60) days of the invoice date. Any failure to pay such invoice shall constitute a Payment Failure.

e. Subject to the foregoing, upon any termination for cause by Client, EMS shall refund Client any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination.

f. In the case of Payment Failure,

   i. The amounts outstanding by Client shall accrue interest at an annual rate of twelve percent (12%) from the original due date; and

   ii. the Client shall pay costs and expenses incurred by EMS in the collection of amounts owed including reasonable attorneys' fees and expenses.

10. CLIENT REPRESENTATIONS AND WARRANTIES

The Client represents and warrants to EMS the following:

a. it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or other organization.

b. it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, and authorizations it grants and is required to grant under this Agreement; (ii) execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized;

c. the Client is unaware of any governmental action or pre-existing obligation that would prevent it from performing its obligations as set forth in this Agreement.

d. when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of Client, enforceable against such Client in accordance with its terms.

e. The execution of this Agreement by Client will not violate the terms of any understanding, agreement, or order between the Client and any third party.

11. CONSEQUENTIAL DAMAGES & LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER OF THE PARTIES BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY. THE ENTIRE LIABILITY OF EMS TO CLIENT ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, REGARDLESS OF THE FORM OF ACTION AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE THE AMOUNT ACTUALLY PAID OR PAYABLE BY CLIENT TO EMS FOR THE AFFECTED GOODS OR SERVICES WITHIN THE 12-MONTH PERIOD PRIOR TO THE DATE OF THE EVENT GIVING RISE TO SUCH DAMAGES.

12. INDEMNIFICATION

a. EMS Indemnification. Subject to Section 11 above, EMS shall indemnify, defend and hold harmless the Client from any and all Losses resulting from any claim, suit or action (a "**Claim**") by a third party to the extent that such Claim arises out of (i) the gross negligence or willful misconduct of EMS or any Person permitted by EMS to perform work on the Project; or (ii) that the use of the SIMULATIONiQ™ Software as permitted hereunder infringes or misappropriates the intellectual property rights of a third party. This Section 12 does not apply to the extent that the alleged infringement arises from:

i. Open-source components or other third-party materials.

ii. combination, operation, or use of the Software in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by EMS or specified for Client's use in the documentation, unless otherwise expressly permitted by EMS in writing.

iii. modification of the Software other than: (i) by EMS in connection with this Agreement; or (ii) with EMS's express written authorization and in strict accordance with EMS's written directions and specifications.

iv. use of any version of the Software other than the most current version or failure to timely implement any maintenance release, modification, update, or replacement of the Software made available to Client by EMS.

v. negligence, abuse, misapplication, or misuse of the Software or documentation by or on behalf of Client, Client's representatives, or a third party.

vi. use of the Software or documentation by or on behalf of Client that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to EMS's instructions.

vii. events or circumstances outside of EMS's commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); or

viii. third-party claims or Losses for which the Client is obligated to indemnify Licensor pursuant to Section 12(b).

Such indemnification shall be limited to actual Losses incurred by Client in connection with any such Claim. If Client is enjoined or otherwise prohibited, or is reasonably likely in EMS' opinion to be enjoined or otherwise prohibited, from using the SIMULATIONiQ™ Software or a portion thereof based on a Claim covered by EMS's indemnification obligations under this Section, EMS may, at its expense and option: (a) obtain for Client the right to use the infringing portion(s) of the SIMULATIONiQ™ Software, (b) modify the infringing portion of the SIMULATIONiQ™ Software so as to render it non-infringing without substantially diminishing its functionality, or (c) replace the infringing portion of the SIMULATIONiQ™ Software with non-infringing items of substantially similar functionality; provided, however, that if none of the foregoing options are available to EMS on commercially reasonable terms, EMS may require Client to cease using the infringing portion(s) of the SIMULATIONiQ™ Software. This Section 12(a) states the entire obligation of EMS, and the exclusive remedy of Client, with respect to any actual or threatened Claim.

b. Client Indemnification. Client shall indemnify, defend and hold harmless EMS from any and all Losses resulting from any Claim made or brought against EMS by a third party alleging that the Client Data, or Client's use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law.

c. Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Claim for which such Party believes it is entitled to be indemnified pursuant to Section 12. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and investigation of such Claim and shall employ counsel of its choice to oversee and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Claim on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Claim, the Indemnitee shall have the right, but no obligation, to defend against such Claim, including settling such Claim after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 12 will not relieve the Indemnitor of its obligations under this Section 12, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

d. "Losses" means all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

13. CONFIDENTIAL INFORMATION

a. "Confidential Information"

i. shall mean all non-public information, whether written or oral, whatever the form or storage medium, or gathered by inspection, or acquired, directly or indirectly, by the Receiving Party or the Receiving Party's representatives from any Disclosing Party and/or their representatives in connection with this Agreement, regardless of whether such information is specifically identified as "confidential". Each party acknowledges the

competitive value of the Confidential Information and the damage that could result if the Confidential Information were used or disclosed except as authorized by this Agreement.

ii. shall include but shall not be limited to any information relating to the intellectual property and business practices of the Disclosing Party or not reduced to writing or other tangible expression, which the Disclosing Party considers to be proprietary and confidential, including but not limited to: (i) information relating to research and development, discoveries, improvements, processes, know-how, notes, trade names and trade secrets; and (ii) business plans, financial information, computer hardware and software, information systems, products, services, costs, sources of supply, strategic plans, advertising, marketing and distribution plans, customer lists, client lists, supplier lists, sales, profits, pricing methods, personnel and business relationships, design, composition and formulas, processes and technology; and (iii) information relating to research and development, design, composition, formulas, samples, formulae, notes, patents, copyrights, trademarks, trade names and trade secrets.

iii. shall include any and all financial statements, bank statements, tax returns and any and all other financial information about the Disclosing Party.

iv. shall not include any information which: (i) was known to the Receiving Party or its representatives or was in the Receiving Party's its representatives possession prior to the time of its disclosure pursuant to this Agreement; (ii) is or becomes generally available to the public other than through an unauthorized disclosure by the Receiving Party or its representatives in violation of this Agreement; (iii) becomes available to the Receiving Party or its Representatives from a source other than the Disclosing Party and/or their representatives, provided that such source is not, to the Receiving Party's knowledge, prohibited from transmitting such Confidential Information to the Prospective Purchaser or its representatives by a contractual, legal or fiduciary obligation to the Disclosing Party and/or their representatives; (iv) is independently developed by the Receiving Party or any of its representatives as demonstrated by the written records of the Receiving Party or its representatives which have not had access to the Disclosing Party's and/or their representatives' Confidential Information; or (v) the disclosure of which is required by law, regulatory process, governmental order or by any governmental authority with jurisdiction over it.

b. "Disclosing Party(ies)" shall mean the party disclosing Confidential Information.

c. "Receiving Party(ies)" shall mean any party receiving Confidential Information

d. Except as otherwise required by applicable law or regulatory authority, the Receiving Party shall keep confidential and shall not disclose and shall cause the Receiving Party's representatives to keep confidential and not disclose, to any Person the Confidential Information the Receiving Party or the Receiving Party's representatives receives from the Disclosing Party and/or their respective representatives without the Disclosing Party's prior written consent, except as provided below. The Receiving Party or the Receiving Party's Representatives shall be entitled to disclose the Confidential Information of the Disclosing Party and provide copies of the same, without the Disclosing Party's prior written consent, to those representatives of the Receiving Party who need to know such Confidential Information solely for the purpose of performing its obligations herein. The Receiving Party shall not make more copies of the Confidential Information than is reasonably necessary. The Receiving Party shall take reasonable precautions to assure that only those

representatives who reasonably require Confidential Information in connection with this transaction may obtain access to the same. The Receiving Party shall be responsible for any and all violations of the provisions of this Agreement caused by any of the Receiving Party's representatives.

e. In the event the Receiving Party or any Person to whom the Receiving Party transmits such Confidential Information pursuant to this Agreement is legally requested (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) or otherwise required to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with notice, prior to disclosing such Confidential Information, so that the Disclosing Party may seek an appropriate protective order and/or waive compliance with this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless legally compelled to disclose such Confidential Information, the Receiving Party may, without liability hereunder, furnish that portion of such Confidential Information that is legally required and shall exercise reasonable best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

f. Except for the Software License herein, neither the execution of this Agreement nor the furnishing of any materials hereunder shall be construed as granting, either expressly or by implication, estoppel or otherwise, any license under any intellectual property now or hereafter owned by or controlled by EMS.

g. The Confidential Information shall remain the property of the Disclosing Party, and the Disclosing Party may demand the return thereof at any time by notice to the Receiving Party. Upon receipt of such notice, the Receiving Party shall, at the Disclosing Party's option, either (a) return to the Disclosing Party all agreements, drawings, data, memoranda and other written materials, together with any and all tapes and computer stored information, including but not limited to all copies thereof and all notes, summaries, reports, analyses and other material derived therefrom, embodying, containing or relating to the Confidential Information, in the possession of the Receiving Party or the Receiving Party's Representatives; or (b) destroy and cause each of the Receiving Party's Representatives to destroy all copies of all such materials and parts thereof embodying, containing or relating to the Confidential Information. Receiving Party may retain such information as may be required by applicable law or regulation.

h. The Receiving Party covenants and agrees that any unauthorized disclosure or other violation, or threatened violation, of this Section by the Receiving Party or the Receiving Party's representatives will cause irreparable harm and/or damage to the Disclosing Party. The Receiving Party agrees that the Disclosing Party shall be entitled to seek an injunction prohibiting the Receiving Party and the Receiving Party's representatives from such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security. The Receiving Party shall defend, indemnify and hold the Disclosing Party harmless from and against any and all damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and costs, resulting from any such actual, attempted or threatened disclosure or violation of this Section.

14. PRESS RELEASES

Any press release or public announcement related to this Agreement, or to the terms and conditions of this Agreement, or any other use of one party's name and/or logo by the other party must be mutually

agreed upon by the parties prior to its issuance, except to the extent such release or announcement is required by law.

15. FORCE MAJEURE

EMS shall not be liable for any failure to perform under this Agreement to the extent such failure is the result of causes beyond the control and without the fault or negligence of EMS, including but not limited to wars, strikes, fires, acts of God, pandemics, acts of a public enemy, terrorism or threats of terrorism, labor difficulties, shortages of raw materials or components, or freight embargoes.

16. NOTICES

Any notice required under this Agreement shall be given in writing and delivered personally or by facsimile, registered or certified mail, return receipt requested, or overnight delivery service to the parties at their addresses noted above or such other addresses as shall have been designated to each other in writing. Notices sent by e-mail shall also be sent with written confirmation by the US postal service, or by recognized overnight delivery service and shall be deemed given on the next Business Day after dispatch.

All notices to **EMS** shall be directed to the attention of:

Attn: Contract Department
Education Management Solutions, LLC
1300 Morris Drive, Lower level
Wayne, PA 18097

All notices to the **Client** shall be directed to the attention of:

Attn: Cynthia Johnson
Texas Southern University-Health Sciences
3100 Cleburne St.
Houston, TX 77004

17. GOVERNING LAW AND JURISDICTION

Each Party irrevocably and unconditionally (a) agrees that this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regards to conflict of laws provisions, (b) agrees that any suit arising out of this Agreement shall be brought and adjudicated in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois, (c) submits to the exclusive jurisdiction of the said courts for the purpose of any such suit, and (d) waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, any claim that such Party is not subject to the jurisdiction of the said court, that such suit is brought in an inconvenient forum or that the venue of such suit is improper.

18. ASSIGNMENT

Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without EMS's prior written consent. No assignment, delegation or transfer will relieve Client of any of its obligations or performance under this Agreement.

EMS may assign this Agreement, or any rights or obligations under this Agreement without the express written consent of Client, except to the extent that EMS chooses to use a subcontractor for a portion of the

Project. Notwithstanding the foregoing, EMS may assign this Agreement to any parent, subsidiary, affiliate or successor by merger, stock sale or sale of all or substantially all of its assets without the consent of Client.

Any purported assignment, delegation or transfer in violation of this Section 18 is void. This Agreement is binding on and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

19. NONDISCRIMINATION

All services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payer source or national origin of participants requiring such services. In addition to any other requirements of law, neither EMS nor the Client shall discriminate against any employee, applicant for employment, student or applicant for registration because of age, race, religion, color, handicap, sex, sexual orientation, or national origin in the performance of their obligations under this Agreement, including, but not limited to the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Notices will be posted in compliance with applicable state and federal laws in conspicuous places, available for employees and applicants for employment, setting forth the provisions of this nondiscrimination clause, as required by law.

20. MISCELLANEOUS

a. This Agreement does not create any agency, employment, partnership, joint venture, or other joint relationship. EMS is an independent contractor. No party has any authority to bind the other party. The parties expressly acknowledge that EMS is not an employee or agent of the Client, and that EMS does not, by reason of this Agreement or by the performance, become entitled to participate in, or to receive any benefits or right under, any of the Client's employee benefit or welfare plans, including but not limited to the Client's employee insurance, pension, or retirement, programs.

a. The term "Person" used herein shall mean an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

b. Client shall not directly or indirectly solicit or attempt to induce any individual who then is, or at any time during the preceding six-month period was, an employee of EMS to become employed by or otherwise render services to the Client.

c. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability, and such provision will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision or of any other provisions of this Agreement in any other jurisdiction.

d. The failure of any party to assert any of its rights under this Agreement, including but not limited to the right to terminate the Agreement in the event of breach or default by another party, will

not be deemed to constitute a waiver by that party of its right thereafter to enforce each and every provision of this Agreement in accordance with their respective terms.

e. This Agreement may be executed in counterparts, each one of which shall constitute an original and all of which together shall constitute one and the same document. A facsimile or other electronically transmitted version, including a facsimile or digital signature, shall be considered the same as an original document for all purposes. The headings in this Agreement are for reference purposes only and shall not be considered in the interpretation of this Agreement.

f. This Agreement, including all Exhibits or any additional Addenda hereto, constitute the entire Agreement of the parties with respect to the subject matter hereof and thereof and supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to such subject matter. In the event of any inconsistency between the Agreement, the Proposal and any other portion of this Agreement, the portion of this Agreement which is the later to be agreed upon shall control.

g. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

h. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

i. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

[*Signature page follows*]

SIGNATURE PAGE

IN WITNESS WHEREOF, this **EMS System Purchase Agreement** is executed as of the Effective Date.

Education Management Solutions, LLC	**Texas Southern University-Health Sciences**
Signature:	Signature:
Name: Lou Faustini	Name:
Title: Chief Executive Officer	Title:
Date:	Date:

EXHIBIT A - Proposal:

SIMULATIONiQ™ System Detail

Room	Item	Qty	Notes
	Enterprise Cloud Services (23 Locations)	1	
	Cloud based audio-video management platform that provides HD quality video capture, manikin integration, video sharing, live observation, immediate debrief with advanced LMS integration and analytics capabilities.		
10 - Clinical Assessment (211-216, 219, 221, 223, 225) (10)			
	IP Fixed Lens Camera - HD (Including Mount)	10	
	IP PTZ Camera - HD (Including Mount)	10	
	Microphone	10	
	Overhead Paging Speaker	10	
1 - Phlebotomy (228) (1)			
	IP PTZ Camera - HD (Including Mount)	1	
	Microphone	1	
	Overhead Paging Speaker	1	
2 - Respiratory (234) (2)			
	IP PTZ Camera - HD (Including Mount)	2	
	Microphone	2	
	Overhead Paging Speaker	2	
1 - Nurses Station (233) (1)			
	IP Fixed Lens Camera - HD (Including Mount)	1	
	Microphone	1	
	Overhead Paging Speaker	1	
5 - Hospital Plan (231A-E) (5)			
	IP Fixed Lens Camera - HD (Including Mount)	5	
	IP PTZ Camera - HD (Including Mount)	5	
	Microphone	5	
	Overhead Paging Speaker	5	
	Manikin Voice Speaker	5	
	NR Vital Capture Package	5	

1 - Outpatient Pharmacy (230) (1)			
	IP PTZ Camera - HD (Including Mount)	1	
	Microphone	1	
	Overhead Paging Speaker	1	
1 - Inpatient Pharmacy (232) (1)			
	IP PTZ Camera - HD (Including Mount)	1	
	Microphone	1	
	Overhead Paging Speaker	1	
1 - Medical Records (233A) (1)			
	IP PTZ Camera - HD (Including Mount)	1	
	Microphone	1	
1 - Student Intake/Check In (242) (1)			
	IP Fixed Lens Camera - HD (Including Mount)	1	
	Microphone	1	
1 - Waiting Area (209) (1)			
	IP Fixed Lens Camera - HD (Including Mount)	1	
	Overhead Paging Speaker	1	
2 - Corridors [Monitoring Only] (218, 229) (2)			
	IP Fixed Lens Camera - HD (Including Mount)	2	
	Overhead Paging Speaker	4	
1 - OSCE Classroom (238) (1)			
	Debriefing Computer	1	CFE
	A/V Viewer License	1	
	IP Fixed Lens Camera - HD (Including Mount)	1	
	Microphone	1	
	Overhead Paging Speaker	1	
4 - Control Stations (4)			
	Control Station PC	4	CFE
	Control Station Software	4	
	Touch - 10" Table Top	4	
	Stereo Headset (Streamed)	4	
	4x4 IP Decoder	4	
	43 inch LCD Package	4	

	Paging Microphone	4	
1 - Master Control Station (1)			
	Control Station PC	1	CFE
	Control Station Software	1	
	Touch - 10" Table Top	1	
	Stereo Headset (Streamed)	1	
	4x4 IP Decoder	1	
	32 inch LCD Package	1	
	Paging Microphone	1	
Server Room			
	Per Port Software License	43	
	DVCS Server	3	Cloud
	DVCS Encoder Software	3	Included
	Enterprise Master Server - Education (w/SQL)	1	Cloud
	Enterprise Master Server Software	1	Included
	IIS Server	1	Cloud
	ESS Server Software	1	
	Cloud Appliance	1	
	Cloud Appliance Software	1	Included
	IP Camera Switch with 40/48 Port POE	3	
	Rack (w/ Accessories)	2	
	Audio DSP System	1	
	Audio DSP Programming	1	
	Message Player (with rack mount kit)	1	
	Paging Speaker Power Supply	1	
	Paging Software	1	
	Control Hardware + Program	1	
	SSO Integration	1	
	Enterprise Web Licenses (Unlimited)	1	Included
	UPS	5	
Miscellaneous			
	Wiring and Connectors	1	
	Hardware and Parts	1	
Professional Services			
	Engineering/Project Management	1	
	Shipping	1	
	In-house Labor	1	
	Labor & Installation	1	
	Site Survey	1	
	Training (Two Site Visits)	1	

SIMULATIONiQ™ Functional Description

Education Management Solutions, LLC has designed an Enterprise Solution with (23) total rooms of which (23) will be recording locations for this center. The system will have 43 recorder ports. Below is the summary of the equipment and functionality per room.

Room Breakdown

Ten (10) Clinical Assessment Rooms, one (1) Phlebotomy, one (1) Respiratory, one (1) Student Intake, one (1) Nurses Station, five (5) Hospital Plan Rooms, one (1) Outpatient Pharmacy, one (1) Inpatient Pharmacy, one (1) Medical Records Room, two (2) Corridors, one (1) OSCE Classroom, one (1) Waiting Area, four (4) Control Stations, one (1) Master Control Station, and one (1) Server Room.

Clinical Assessment (Rooms 211-218, 219, 221, 223, 225)

Each Clinical Assessment Room will include the equipment provided in the System Detail to view and/or record the events in each room. The microphone inputs will be recorded with each room's associated camera views. Each room will be overhead paging enabled to allow live or recorded audio announcements to be heard. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Phlebotomy (Room 228):

The Phlebotomy Space will include the equipment provided in the System Detail to view and/or record the events in each room. The microphone inputs will be recorded with each room's associated camera views. Each room will be overhead paging enabled to allow live or recorded audio announcements to be heard. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Respiratory (Room 234):

Each of the one (1) Respiratory Space will include the equipment provided in the System Detail to view and/or record the events in each room. The microphone inputs will be recorded with each room's associated camera views. Each room will be overhead paging enabled to allow live or recorded audio announcements to be heard. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Student Intake Area (Room 242):

The Student Intake will include the equipment listed in the System Detail.

Nurses Station (Room 233):

The Nurses Station will include the equipment provided in the System Detail to view and/or record the events in the space. The microphone inputs will be recorded with the space's associated camera views. The space will be overhead paging enabled to allow live or recorded audio announcements to be heard. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Hospital Plan (Rooms 231A - E):

Each of the five (5) Hospital Plan rooms will include the equipment listed in the System Detail to record the events in each room. The microphone inputs will be recorded with each room's associated camera view(s). Each room will be overhead with paging enabled to allow live audio announcements to be heard. The NR Vital capture package

will be installed at each bed to allow for vital sign recording and capture in each room. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Outpatient Pharmacy (Room 230):

The Outpatient Pharmacy will include the equipment provided in the System Detail to view and/or record the events in the room. The microphone inputs will be recorded with the room's associated camera views. The room will be overhead paging enabled to allow live or recorded audio announcements to be heard. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Inpatient Pharmacy (Room 232):

The Inpatient Pharmacy will include the equipment provided in the System Detail to view and/or record the events in the room. The microphone inputs will be recorded with the room's associated camera views. The room will be overhead paging enabled to allow live or recorded audio announcements to be heard. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Medical Records (Room 235):

The Medical Records will include the equipment provided in the System Detail to view and/or record the events in the room. The microphone inputs will be recorded with the room's associated camera views. The room will be overhead paging enabled to allow live or recorded audio announcements to be heard. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Corridors (Room 218, 229):

The Corridors will include the equipment listed in the System Detail. The corridors will be paging enabled.

Waiting Area (Room 209):

The Waiting Area will include the equipment listed in the System Detail. The corridors will be paging enabled.

OSCE Classroom:

The OSCE Classroom will include the equipment listed in the System Detail and will have one (1) computer on which EMS will install A/V Viewer license.

Control Stations:

Each of the four (4) Control Stations will have the equipment listed in the System Detail and will include one (1) computer on which EMS will install Control Station Software. The control computer provides the capability to monitor and control all camera views and schedule all recording sessions. At each control station location there will be a headset for streamed monitoring audio within the selected room. A desktop paging microphone will be utilized at the control station location to make live audio announcements into the associated room. A control station control touch panel be utilized for global paging. The Control room will have wall mount displays for monitoring preset camera feeds per display from the associated rooms. Preset camera views will be determined prior to project start. Camera Control is done through the software via keyboard and mouse.

Master Control Stations:

The Master Control Stations will have the equipment listed in the System Detail and will include one (1) computer on which EMS will install Control Station Software. The control computer provides the capability to monitor and control all camera views and schedule all recording sessions. At each control station location there will be a headset for streamed monitoring audio within the selected room. A desktop paging microphone will be utilized at the control station location to make live audio announcements into the associated room. A control station control touch panel be utilized for global paging. The Control room will have wall mount displays for monitoring preset camera feeds per display from the associated rooms. Preset camera views will be determined prior to project start. Camera Control is done through the software via keyboard and mouse.

Server Room:

The Server Room will contain a set of equipment racks as listed in the system detail and will contain all the components for audio and video processing and storage associated with the system. All audio and video signals from the recorded rooms will be terminated in the equipment racks so that recording is performed in a centralized fashion. UPS protection will be provided to ensure maximum system reliability. Minimum of five (5) 20 AMP circuits are required at the rack location. Estimated rack space is 39 RU.

Observations and Assumptions

Client is responsible for any existing simulation center equipment decommissioning. EMS will provide network connectivity infrastructure for all network-capable EMS-provided audio and video equipment. Client will provide network connectivity infrastructure for all network-capable client provided equipment and computers. Client will provide network uplink connectivity infrastructure for EMS-provided switches located in the EMS equipment rack. Client will provide all electrical power and HVAC infrastructure. All center areas have drop ceilings. Client is responsible for replacement ceiling tile where applicable. A site survey / site readiness is required prior to firm quotation. Items for additional discussion and adjustment include but are not limited to wiring pathways room penetration points and surface mounting of equipment.

EMS has provided pricing based on the assumption that existing EMS audio and CAT cabling will be reused where feasible to lower costs for TSU. This proposal is expressly contingent upon all existing audio and CAT cabling within the current EMS system, being fully operational and suitable for continued use. In the event that any existing audio or CAT cabling is determined to be defective, non-compliant, or otherwise unsuitable for reuse, EMS reserves the right to issue a change order for the removal, replacement, and/or installation of new cabling as required.

SIMULATIONiQ™ Pricing

Item	Total
Enterprise Solution	$331,330
EMS Professional Services	$106,410
TotalCAREiQ™ Gold Year 1	$44,675
System Subtotal	$482,415
TotalCAREiQ™ Discount	*($44,675)*
System Total Year 1	**$437,740**

Annual Recurring Investments	Year 2	Year 3
TotalCAREiQ™ Gold and Enterprise Cloud Subscription	$127,435	$127,435

Project Roles & Responsibilities

	Furnished By		Installed By	
Item	**Client**	**EMS**	**Client**	**EMS**
AV System mains power and receptacles	■	□	■	□
AV System conduits and cable paths *(incl. pull strings and boxes)*	■	□	■	□
AV system cable, wiring and connectors	□	■	□	■
AV system custom connection panels	□	■	□	■
Ceiling speaker wiring	□	■	□	■
Ceiling speaker enclosure	□	■	□	■
Ceiling speakers	□	■	□	■
Ceiling-mounted AV system equipment structural mount	□	■	□	■
Ceiling modification and finish work	■	□	■	□
Wall blocking and structural modifications	■	□	■	□
Wall mounted AV system equipment	□	■	□	■
Wall coverings, patching, painting, and finish work	■	□	■	□
AV system equipment enclosures and cabinets	□	■	□	■
AV system equipment ventilation and cooling as required	■	□	■	□
Millwork and custom woodworking modifications	■	□	■	□
Tel/Data and Networking wiring, devices, and services	■	□	■	□
Building the rack for EMS Recorders and associated equipment	□	■	□	■
Building the rack for associated AV equipment	□	■	□	■
Installing and configuring the AV recorder	□	■	□	■
Installing and configuring the Database Server for the AV system	□	■	□	■
Installing and configuring the Web Server for the AV system	□	■	□	■
Providing sufficient network access points or network switch	■	□	■	□
Providing IP Addresses for the Recorders and Servers	■	□	□	■
Add the AV system to Domain or keep in Private Network	■	□	□	■

Software Order Terms:

- **Subscription Term**. EMS licenses to Client its SIMULATIONiQ software as a component of the EMS SIMULATIONiQ System, subject to the terms and conditions herein, for a period of one year beginning on the Software Access Date ("Subscription Term").
- **Services Description. SIMULATIONiQ™** Enterprise Cloud Application for 23 Locations.
- **Start Date.** Software Access Date
- **Authorized Users and Services Fees.** Client's employees, faculty, students, contractors, or agents, or any other individual or entity authorized by Client (each, an "Authorized User") to access and use the Services for the sole purpose of internal use of the Client within the United States of America for 3 years.
- **Storage and Streaming Threshold(s).** The subscription includes 11.5 TB of storage per year with 2.3 TB of streaming per month.
- **Storage Fees.** Additional storage is available in 500 GB increments for an additional charge of $50 per month. Additional video streaming is available in 500 GB increments for an additional charge of $100 per month. This price may change from time to time as market pricing changes.

EXHIBIT B:

EMS SYSTEM INSTALLATION TERMS

The following **System Installation Terms** are part of and incorporated by reference in the attached EMS System Purchase Agreement. Capitalized terms not otherwise defined in this Exhibit B shall have the meanings set forth in the Agreement.

1. **THE PROJECT**

   a. The Project shall be performed under the supervision of the Authorized Representative of the Client. No work shall be commenced on the Premises without such Authorized Representative's prior approval.

   Cynthia Johnson

   (Authorized Representative of the Client)

   b. The Client shall obtain all building permits and similar licenses required to be obtained by the Client as the owner of the Premises.

   c. EMS shall obtain all licenses and permits that may be necessary to perform its responsibilities for the Project.

   d. If EMS believes that there is or may be any doubt as to any requirement of this Agreement, EMS may submit a written request for clarification to an Authorized Representative of the Client together with any clarification proposed by EMS. The Client shall respond to any such request within 48 hours to avoid delays in the installation of the Project.

   e. Client will inspect for visual damage and accept visually undamaged equipment delivered to the installation site at the Premises. Client will store the equipment in a secure location until the installation is complete; Client is responsible for the loss or theft of any equipment stored on the Premises. EMS will provide the Client notification of pending equipment deliveries and Client will promptly notify EMS of receipt of any delivery.

   f. Client shall provide written verification to EMS of site readiness at least 30 days prior to the anticipated start date of installation. Delays resulting from the site not being ready for installation after receipt of the written verification will result in additions to the Fees of $2,500 per day of delay.

   g. The Client shall provide and maintain a suitable installation site at the Premises and an operating environment that is dust free and ready to accept electronic components.

   h. EMS will perform the Project in compliance with applicable laws, regulations, rules and ordinances of any applicable governmental authority.

   i. EMS will perform the Project personally, or through an EMS approved subcontractor. EMS shall not permit or allow any laborer, mechanic or material supplier liens on the Premises or other Client property that may arise out of the Project or out of any labor, materials or equipment furnished by any person under this Agreement.

EXHIBIT C:

SOFTWARE SUBSCRIPTION AND LICENSE TERMS

This Exhibit C shall be incorporated in and governed by the terms of that certain System Purchase Agreement (the "Agreement") by and between Texas Southern University-Health Sciences ("Client ") and Education Management Solutions, LLC ("EMS") dated June 29, 2026. This exhibit sets forth the software subscription and license terms and conditions for the EMS Software utilized in the EMS SIMULATIONiQ System. Capitalized terms not otherwise defined in this Exhibit C shall have the meanings set forth in the Agreement.

1. **Use**

Subject to receipt of the Fees as set forth in the Agreement and the continued compliance by Client of the terms set forth therein, Client may use the Software during the Subscription Term in accordance with the license terms herein. Unless otherwise specified in Exhibit A, EMS grants Client a renewable, nonexclusive, nontransferable, limited right for any Client employee, faculty, student, contractor, or agent, or any other individual or entity authorized by Client (each, an "Authorized User") to access and use the Software for the sole purpose of internal use of the Client within the United States of America. Software is purchased as User subscriptions and may be accessed by no more than the specified number of Authorized Users in Exhibit A; additional Authorized User subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Subscription Term in effect at the time the additional Authorized User subscriptions are added, and the added Authorized User subscriptions shall terminate on the same date as the pre-existing Authorized User subscriptions. Authorized User subscriptions commence on the start date specified in Exhibit A and continue for the subscription term specified therein. Authorized User subscriptions are for designated Authorized Users and cannot be shared or used by more than one Authorized User but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the Software.

2. **EMS Responsibilities**

EMS will provide an uptime warranty as set forth in the Service Level Agreement (SLA) attached as Exhibit C except for any unavailability caused by unforeseeable circumstances beyond EMS' reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, pandemics, acts of terror, strikes or other labor problems (other than those involving EMS employees.

3. **Client Responsibilities.**

Client shall be responsible for (a) its and its Authorized Users' compliance with this Agreement, and (b) maintaining and supporting third party software and OS patches not provided by EMS. Client shall not (a) make the Software available to anyone other than Authorized Users, (b) sell, resell, rent or lease the Software or otherwise use for any purpose other than its own internal purposes, (c) knowingly use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (d) knowingly use the Software to store or transmit malicious code, (e) knowingly interfere with or disrupt the integrity or performance of the Software or third-party data contained therein, or (f) knowingly attempt to gain unauthorized access to the Software or their related systems or networks

4. **Restrictions**

Client shall not (i) permit any third party to access the Services except as permitted herein or in Exhibit A, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the

Services, other than copying or framing on Client's own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services. Client shall further not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to any third party without the prior written consent of EMS; provided, however, Client may make one copy of the Software for backup or archival purposes.

Client shall use the Software in object code format only (or, if a portion of the Software is not in a computer language that is typically compiled, then in the form such portion is delivered by EMS). Client shall not translate, modify, adapt, decompile, disassemble, reverse engineer, or otherwise reproduce, directly or indirectly, the Software. Client shall not permit any persons or entities other than its employees, faculty, authorized third party contractors and students of the Client to access, view or use the Software. EMS shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Authorized Users, relating to the operation of the Software.

Except for the limited license rights granted by EMS to Client under the Agreement, all trademarks, service marks, patents, copyrights, trade secrets, and other intellectual property and proprietary rights in and to the Software are and shall remain the exclusive property of EMS and its licensors. Client shall not take any actions that may jeopardize EMS' or its licensors' proprietary rights.

5. Warranty of Title; Intellectual Property Infringement

EMS hereby represents and warrants to Client that EMS is the owner of the Software or otherwise has the right to grant to Client the rights set forth in the Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, EMS shall, at its option, either: (i.) procure, at EMS' expense, the right to use the Software, or (ii.) replace or modify the Software or any part thereof that is in breach in such a way that does not substantially diminish its functionality. If the foregoing options are not available to EMS on commercially reasonable terms, EMS may require Client to cease using the infringing portion of the Software and EMS shall refund to Client the portion of the Fees attributable to such portion. The foregoing shall be Client's sole remedy in the event of breach or the representation and warranty of this Paragraph.

6. Warranty of Functionality & Disclaimer of Warranties

EMS warrants that the Software will perform in all material respects and will provide the features and functions in accordance with the specifications set forth in the Proposal and any other specifications provided by EMS to Client in writing.

This warranty shall not apply to the Software if modified by any person, other than EMS or authorized by EMS, or if used improperly or on an operating environment not approved by EMS in writing.

For any breach of either such warranty, Client's exclusive remedy shall be as provided below in *Section 7 - Service Level Agreement.*

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 5, ALL LICENSED SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS, AND SERVICES PROVIDED BY LICENSOR ARE PROVIDED "AS IS." LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE

FOREGOING, LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED SOFTWARE OR DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.

7. Service Level Agreement

7.1 Service Availability & Scheduled Maintenance

- **Availability SLA** – Microsoft Azure is used as the base platform for hosting the Software in the cloud. EMS will use commercially reasonable efforts to provide system availability on the Production Environment for Client's use of the Software of 99.0% on the monthly basis of the time calculated as follows:

  [(Total application availability hours for the month) – (Total unplanned outage hours) - (Total planned outage hours)] / [(Total application availability hours for the month – Total planned outage hours)] ≥ 99.0%, assuming the following exclusions:

  - Maintenance and upgrade downtime.
  - Any issues encountered by the cloud service provider that are outside of EMS' reasonable control including without limitation, acts of God, and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by EMS.

- **Storage Redundancy Services –** Locally Redundant Storage (LRS) within Microsoft Azure is used for storage including recorded videos. Data is backed up daily within the data center. If a datacenter-level disaster within Microsoft Azure infrastructure (for example, fire or flooding) occurs, all replicas may be lost or unrecoverable. To mitigate this risk, EMS recommends Storage Redundancy Services and/or Disaster Recovery services which are not included as part of the standard software subscription agreement and can be added at an extra charge.

- **Disaster Recovery Services -** It is critical for every Client to prepare their own disaster recovery plan. The effort to recover from a storage outage typically involves both operations personnel and automated procedures in order to reactivate your applications in a functioning state. EMS recommends Disaster Recovery services which are not included in this Agreement and can be added at an extra charge.

- **Remedies** - Should EMS fail to make the Software available as set forth above ("SLA Noncompliance") in a month, Client may continue to use the Software and receive a credit of prepaid Software subscription fees equal to one twelfth (1/12) of the annual subscription amount. To request the credit for SLA Noncompliance, Client must submit in writing a request for credit to csupport@ems-works.com within (60) days of the occurrence. Any such request should contain a detailed description and account of the reported occurrence. All claims will be verified against EMS system records. Should EMS dispute any period of unavailability alleged by Client, EMS will provide Client a record of Application Services availability for the applicable period. EMS will provide such records only in response to claims made by Client in good faith. This SLA credit shall be the sole and exclusive remedy for Client due to any SLA Noncompliance.

- **Regular and Emergency Maintenance Windows** - EMS will perform ongoing, proactive maintenance on the Software. When performing any maintenance with the potential of causing a service interruption, EMS will schedule this activity to take place during a pre-planned maintenance window. The typical maintenance window, when scheduled, will be over the weekend on Sunday; this may change per the type of maintenance being performed and other factors such as Client's work schedule. EMS will notify the Client at least 2 business days ahead of when such a maintenance window is scheduled to occur and how long it is expected to last. This notification will be made by email sent to the contacts listed in the Escalation Plan on file with EMS. Another email will be sent to the same contacts at the close of the maintenance window. EMS makes every attempt to perform such maintenance without disruption of service, including the integration of redundancy features in our network infrastructure, but depending on the type of work being performed, interruptions can occur. In rare instances, EMS may determine that some emergency, unscheduled maintenance action is required due to circumstances outside of our control.

7.2 Levels of Support & Availability

- **Technical Support** - EMS provides access to technical support 24 hours a day, every day via web support forms, email and fax. Phone support is from 8:00 A.M. to 8:00 P.M EST. After hour phone support is routed to the appropriate Client support representatives. The contact information for support resources can be found on EMS' web site http://www.ems-works.com/TotalCAREiQ.

- **Support Tickets** - EMS uses Zendesk as a support ticket system to manage problem resolution. Clients should always refer to the ticket number when inquiring about any issues via phone, email or fax. The Ticket number can be obtained from the initial communication with EMS support staff regarding the issue or during the submission of an issue via web.

7.3 Exclusions, Review & Validity

EMS will use reasonable commercial efforts to resolve all support requests submitted by Client as set forth in Section 7.2 above, except for issues reported to the extent due to the following factors:

- Changes in the User environment on the Client workstation to unsupported software or hardware.
- Client has used the Application Services in a manner other than in accordance with the documentation.
- Problems created because of Client's changes to Client's software, operating systems or hardware, telecommunications problems or because of customized changes to the Application Services unless such changes were previously agreed, in writing by EMS.

8. Software Maintenance and Enhancement

For as long as Client continues to purchase maintenance and support services (provided by separate agreement), EMS shall provide to Client any corrected or enhanced version of the Software as created and released by EMS. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software.

Software support may include as set forth in a separate maintenance and support agreement: (a.) providing telephone support to the Client's users during regular business hours; (b.) correcting bugs and other nonconformities in the Software so that it conforms to the documentation provided by EMS; (c.) providing the Client with patches or fixes; and (d.) providing priority service with respect to any nonconformity that creates a loss of service that prevents the EMS System from operating with no acceptable work-around.

EXHIBIT D:

EMS TotalCAREiQ™ Gold Agreement

This Exhibit D shall be incorporated in and governed by the terms of that certain System Purchase Agreement by and between Texas Southern University-Health Sciences Client Name ("Client ") and Education Management Solutions, LLC ("EMS") dated June 29, 2026. This Exhibit describes the provision of TotalCAREiQ™ Gold services and support offered by Education Management Solutions (EMS).

BACKGROUND

EMS has installed at the Client's Premises an EMS system consisting of propriety Software and equipment as listed in Exhibit A under Project TBD pursuant to the EMS System Purchase Agreement. The Client is engaging EMS to provide Maintenance and Support Services for the EMS System ("***TotalCAREiQ™"***), and EMS has agreed to provide such ***TotalCAREiQ™*** support in accordance with the terms herein. The **TotalCAREiQ™** services will take effect upon the Project Acceptance Date (as defined in the EMS System Purchase Agreement).

EMS shall provide the Client the ***TotalCAREiQ™*** described in this Exhibit and the Client will pay the fees therefore under the terms set forth below.

Maintenance and Support

1. **Diagnoses, Repair or Replacement**
    a. Software: The EMS ***TotalCAREiQ™ Gold Package*** level of Software Support under this Agreement includes diagnosis, repair or replacement of the Software installed by EMS, as set forth herein.
    b. Hardware: The EMS ***TotalCAREiQ™ Gold Package*** level of Hardware Support under this Agreement includes diagnosis, repair and replacement of the Equipment purchased and installed by EMS, as set forth in this Agreement.
        i. PC-based Equipment and Servers are recommended for replacement four years from Project Acceptance.
        ii. Other Equipment is recommended for replacement six years from Project Acceptance.
        iii. If diagnosis indicates system failure is caused by Equipment beyond the recommended replacement period, EMS will arrange for repair or replacement of the equipment.
            1. Due to the age of the Equipment, replacement Equipment that is no longer available may be substituted with a functional equivalent at EMS' discretion.
            2. EMS will not maintain a spare inventory for equipment beyond the recommended replacement period.

2. **Advanced Replacement of Equipment**

    As part of the EMS ***TotalCAREiQ™ Gold Package,*** advanced replacement parts and equipment will be shipped using standard shipping via ground to the Client for installation to replace any failed Equipment provided that the failed Equipment is returned to EMS for repair. Failed Equipment that is no longer available may be substituted with a functional equivalent at EMS' discretion.

    Failed equipment is to be returned to EMS or other designated location as directed by EMS within 30 days. If failed equipment is not returned within 30 days, an invoice for the failed equipment will be sent to

Client to pay for equipment not returned.

3. **Continuing Education**

As part of the EMS ***TOTALCAREiQ™ Gold Package*** the Client has the:

a. Ability to request two (2) webinars per year for additional training for Client staff in specific application areas chosen by Client.

b. Ability to register two (2) users per year for continuing education at EMS' training center in Wayne, PA. The cost of the training, lodging and meals (at training site) will be included. Continuing Education opportunity dates are available on the EMS website.

4. **System Health Checks and Reports**

The EMS ***TotalCAREiQ™*** service includes remote preventative health checks. The Health Checks will be performed based on a schedule mutually agreed upon between the Client and EMS. The Health Checks will include a review of the Software and its settings, disk utilization and related IT settings.

5. **Help Desk and System Troubleshooting**

EMS shall provide the following help desk and system troubleshooting services under the ***TotalCAREiQ™ Gold Package:***

a. The Client will have access to the EMS Client Support Center Monday-Friday via csupport@ems-works.combetween the hours of 8am-8pm EST.

i. Client will also have access to extended hours of EMS Client Support for events or emergencies outside the hours stated above.

ii. The EMS Client Support Center will provide telephone, email and web-based assistance for information requests on features, functions and equipment operation, remote testing and trouble resolution with the On-Site Resource designated by the Client.

b. Troubleshooting will be performed remotely by the EMS Client Support Center prior to dispatching technical support to the Client site. The Client will designate the On-Site Resource to participate in the remote diagnostic process.

c. The Client will provide EMS with remote access and IP connectivity for upgrades, diagnostics and testing.

Client On-Site Resource:

(Name)	(Email)
(Phone)	(After-hours Phone/Cell phone)

6. **Single Contact for Hardware Warranty Support**

a. The repair of the Equipment will be performed at the Client's site, manufacturer's facility or at EMS' facility, at EMS' discretion. The Client will package, insure, and ship the malfunctioned unit to the maintenance location designated by EMS. Upon completion of the repair, EMS will arrange shipping of the Equipment to the original Client site for installation.

b. The Client will be responsible for shipping to EMS' service locations; EMS will be responsible for return shipping and installation service, as necessary.

7. <u>On-site Support and Service</u>

a. On-site service is provided at EMS' sole discretion as part of ***TotalCAREiQ™ Gold***. EMS will coordinate with the Client to schedule technical support on-site. The service will be scheduled during normal business hours (9:00 a.m. to 5:00 p.m. local time).

b. On-site technical support outside of normal business hours will be billed to the Client at EMS' then current hourly rates.

c. EMS may, at its discretion, use one of EMS' approved subcontractors to provide on-site technical support.

8. <u>Software Updates</u>

a. EMS will provide the Client with an upgrade of the standard licensed Software whenever a new release is issued by EMS, at no additional cost to the Client. These upgrades are provided as part of ***TotalCAREiQ™***.

i. EMS may request that the Client install upgrades of the Software provided by EMS.

ii. The Client agrees to upgrade the software within a reasonable period of time after upgrades are released, but not more than two (2) releases from the current upgrade or release.

iii. The Client agrees to upgrade their operating system within a reasonable period of time but no more than two years from release of upgrade from manufacturer.

iv. EMS reserves the right to discontinue ***TotalCAREiQ™*** for obsolete or superseded versions of the Software or operating systems.

b. All such version and release modifications, when delivered and professionally installed, shall become part of the Software and shall otherwise be subject to all of the terms of the License Agreement.

c. New versions of the Software with significant platform upgrades, substantial additional functionality or substantially improved performance, as determined by EMS, are not considered upgrades and are not included as part of ***TotalCAREiQ™.***

9. <u>Changes in the Software.</u>

The Client may request that changes be made to the Software not otherwise scheduled to be released. This Agreement does not cover changes in Software specifications, or other aspects of modification to the existing application. If the Client requests such a change, EMS will provide a separate quote for any design and development effort, and implementation of any such changes shall be subject to the parties' written agreement.

10. <u>EXCLUSIONS</u>

EMS shall have no obligation to provide:

i. ***TotalCAREiQ™*** for any Software or Hardware that has been damaged or rendered defective due to accident, negligence, misuse, abuse, abnormal use, unauthorized repair, fire, flood, vandalism, theft, any act of God, operation of Software with non-compatible software or systems or contrary to operating instructions including environmental, electrical, and operating temperature standards, or any combination of the above, or caused by accessories, alterations, or attachments of other devices not provided by EMS.

ii. ***TotalCAREiQ™*** for any Software or Hardware to which a modification, attachment, alteration, or addition has been made unless the modification, addition, or alteration has previously been authorized or recommended in writing by EMS.

iii. ***TotalCAREiQ™*** for problems caused by third party software, OS patches or the like.

iv. ***TotalCAREiQ™*** for configurations not installed by EMS or an EMS designated contractor.

v. Consumable items include but are not limited to batteries, plasma cells, and cables.

vi. Deterioration of usage sensitive components such as fans, keyboards, mice and joysticks.

vii. To the extent that a problem reported by the Client is not due to an error in the Software developed and installed by EMS, the Client will pay EMS at EMS' then current hourly rates for support personnel for the time necessary to diagnose and fix the problem.

11. Client Data

The Client shall be solely responsible for maintaining backup data necessary to replace the Client's data that is lost or damaged from any cause.

12. Maintenance Fee

a. EMS' fee for twelve months of *TotalCAREiQ™ GOLD* as provided herein to the Solution listed in Exhibit A is $44,675; this fee has been waived for the first twelve months of coverage.

b. EMS shall have the option to increase such annual fee for annual renewal periods following the initial # year period; provided, however, in the event of any such increase, the Client shall have the right to terminate this Agreement within 30 days after receiving notice from EMS of any such increase by delivering written notice thereof to EMS.

c. Payment shall be made by the Client to EMS within 45 days prior to any renewal period.

13. Term

a. **TotalCAREiQ™** will take effect on the Project Acceptance Date and will continue for 3 years or termination or expiration of the Agreement.

b. **TotalCAREiQ™** will automatically renew on an annual basis after the initial 3-year period unless terminated by one party providing the other party written advance notice of at least 60 days prior to the expiration of such one-year installment period.

c. **TotalCAREiQ™** shall terminate immediately upon termination of the License Agreement.

Home > **Ticket Form**

Search

TSU COPHS Interprofessional Simulation Center Refresh

Cynthia Johnson
07/07/2026 11:13:47 AM

Exclusive Acquisition Justification - EMS 1.pdf
159 KB

Cynthia Johnson
07/07/2026 11:13:11 AM

EMS Proposal and Contract 2026.docx
214 KB

Cynthia Johnson
07/07/2026 11:14:39 AM

LMC0006586 Created

Start

Your request has been submitted

Number

LMC0006586

State

Waiting Approval From Contract Originator

Priority

4 - Low

Created

just now

Updated

just now

Options

I certify that this submission: (i) is on behalf of the Department Head; and (ii) is in accordance with relevant University policies and procedures.
true

Is this a critical and essential contract? (i.e., required for existing operational, debt services, scholarship, utilities, equipment, and to maintain and support educational and general services)
Yes

Please provide a justification as to why this contract is critical and essential
The simulation center is essential because it provides a realistic, risk-free environment where pharmacy students can collaborate with other disciplines, practice complex patient scenarios, and develop the confidence and competence expected of practice-ready and interprofessional team-ready graduates as required by our accrediting bodies.

Requested By
Cynthia Johnson

Short Description (150 characters)
TSU COPHS Interprofessional Simulation Center Refresh

Full Description (4000 Characters-- Description of goods/services the contracting party shall provide).
This contract provides for the purchase, installation, configuration, and implementation of the Education Management Solutions (EMS) SIMULATIONiQ™ Enterprise Cloud simulation management system for the Texas Southern University College of Pharmacy and Health Sciences. The agreement includes all required hardware, proprietary software, cloud-based software subscriptions, system integration, engineering, installation, user training, and three years of TotalCAREiQ™ Gold support and maintenance services to support the management, delivery, recording, assessment, and administration of healthcare simulation and interprofessional education activities.

Business Unit Approver
Carl Goodman

Contract/Agreement Category
New Agreement

Department Email
Cynthia.Johnson@tsu.edu

Department Telephone Number/Extension
x7559

Contracting Party Name
Education Management Solutions

Contact Name
Mr. Lou Faustini

Contracting Party Address
1300 Morris Drive, Chesterbrook, PA, 19087

Contracting Party Telephone
(610) 701-7002

Contracting Party Email
Loufaustini@ems-works.com

TIN/EIN (Must complete W9)
47-1952955

Contract Amount: $ (Only positive numeric value, no special characters nor decimal places)
692610

Expenditure/Revenue Generating
Expenditure

Funding Source

State

Fund
0001

Organization
23470

Account
7243

Program
30101

Proposed Contract Start Date
08/03/2026

Proposed Contract End Date
08/31/2029

Certificate Of Insurance Required?
Yes

Does this Contract require Board approval?
Yes

Have you Submitted Board Agenda Request?
No

Tickets are picked up within
4 hours (M-F 9-5)

Attachments

Exclusive Acquisition Justification -

EMS 1.pdf (159.1 KB)
2m ago

EMS Proposal and Contract 2026.docx (213.6 KB)
2m ago

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Academic Affairs, Research, & Student Life

ITEM: Update on 2025-2026 University Data

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
This informational presentation will highlight the 2025-2026 year in review to share Texas Southern's status in various areas, such as enrollment trends, student success rates and degrees awarded. The presentation will conclude with a summary of the total credit hours taken at the time of undergraduate degree attainment to display Texas Southern's positioning among comparative institutions.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: N/A

SUPPORTING DOCUMENTATION:
Informational Presentation Year in Review and Student Success Data.pptx

RELATED BOARD BYLAW, POLICY AND/OR MAPP: N/A

ACTION REQUESTED: This is an informational item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.2 Drive student success and outcomes

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	08/14/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Aug 17, 2026 09:11:59 CDT)	08/17/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Aug 29, 2026 06:55:23 CDT)	08/29/2026
PRESIDENT	**DATE**

Year in Review Highlights and Success Data

Raijanel S. Crockem, EdD
Sr. Associate Vice President
University Planning & Analytics

TSU
TEXAS SOUTHERN UNIVERSITY

Year in Review
2025-2026

- Fall 2025 student **enrollment increased by 4%** over prior Fall [2024=8,704 to 2025=9,060]
- Spring 2026 student **enrollment increased by 1%** over prior Spring [2025=8,181 to 2026=8,240]
- Fall 2024-2025 **1yr persistence rate increased by 4% points** over prior Fall [2023-24=66% to 2024-25=70%]
- **4yr graduation rate decreased by 7% points** over the prior year [2020-24=19% to 2021-25=12%]
- **6yr graduation rate increased by 2% points** over the prior year [2018-2024=22% to 2019-2025=24%]
- **Degrees awarded increased 6%** over prior year [Fall 2024-Spring 2025 =1,615 to Fall 2025-Spring 2026 =1,718]

Preliminary Success Rates

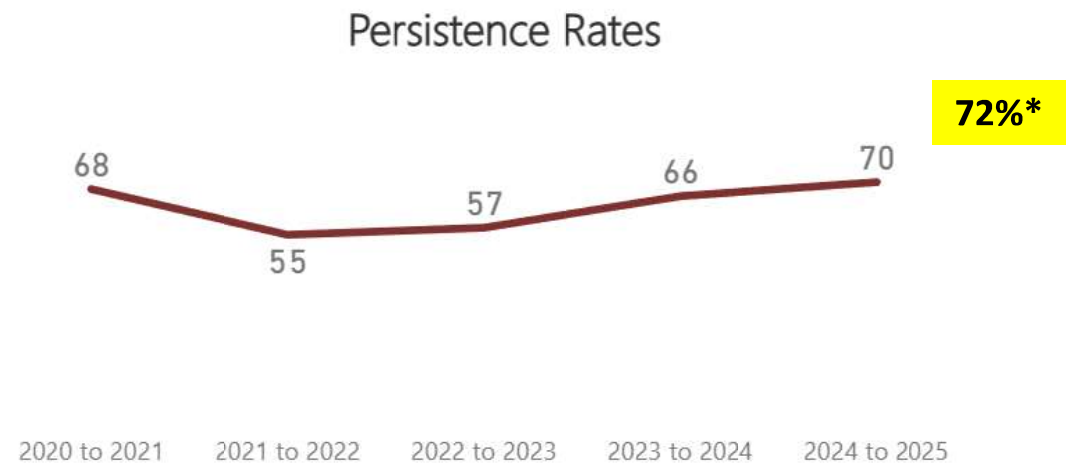
Fall 2025, 2022 & Fall 2020 Cohort

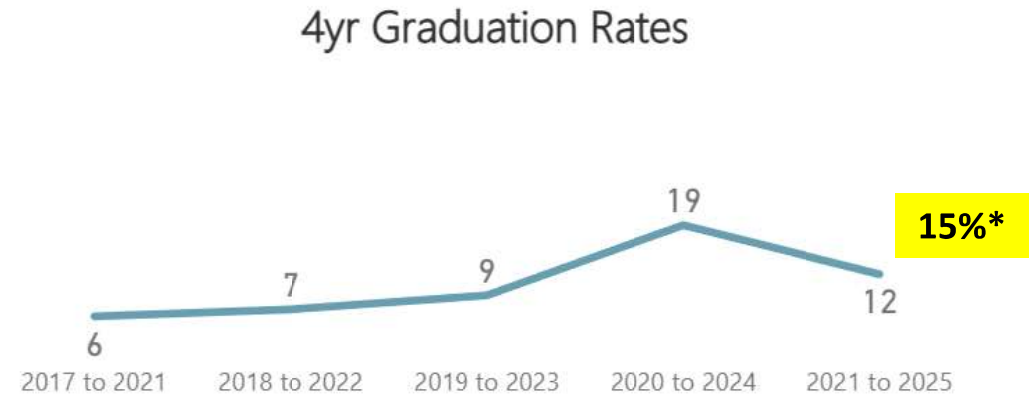
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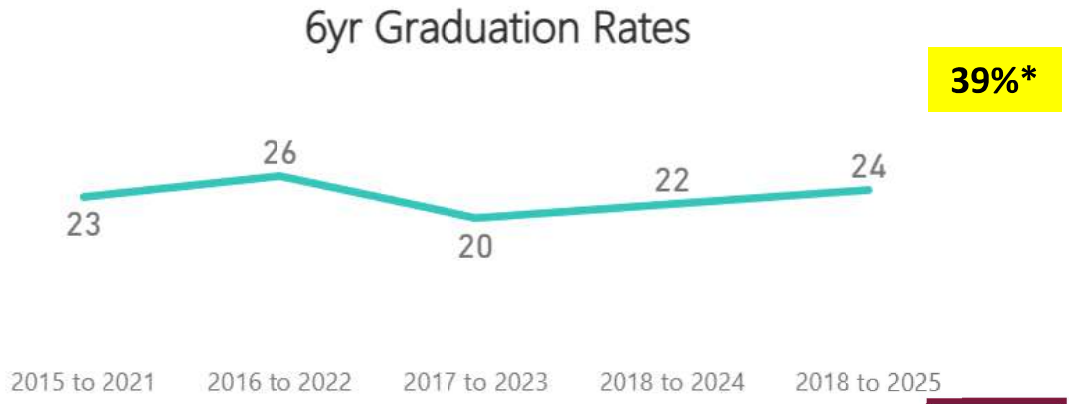
TEXAS SOUTHERN UNIVERSITY

Preliminary Success Rates

(First-time Full-time Students)







Data Sources: ABEST and Institutional Data

*Preliminary Data as of July 31st. Graduation Rate as of Spring 2026

TX Peer Comparison-2019 & 2025 Data

Peers: Doctoral Classification and Region

Institution	City	2019 Average SCH to Degree	2025 Average SCH to Degree	SCH Difference Over 5 Years
East Texas A&M*	Commerce	136	129	-7
Prairie View A & M University	Prairie View	153	144	-9
Sam Houston	Huntsville	138	132	-6
Tarleton State University	Stephenville	135	128	-7
TX A&M Corpus Christi	Corpus Christi	137	132	-5
TX A&M Kingsville	Kingsville	139	137	-2
Texas Southern University	Houston	151	141	-10
TX Woman's University	Denton	139	132	-7
UT at Tyler	Tyler	137	126	-11
UT Rio Grande Valley	Edinburg	140	127	-13
Statewide	-	137	129	-8

Data Sources: TX Higher Ed Almanac



Thank You



TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Academic Affairs, Research, & Student Life

ITEM: Update on ASCEND 2030 Strategic Plan Implementation-Annual Fall Report

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
This informational presentation will highlight the Annual Fall Report for the ASCEND 2030 University Strategic Plan to share Texas Southern's next phase of implementation regarding action, KPI alignment, outcome measurement, and campus-wide accountability. The presentation will conclude with a timeline of subsequent annual reports.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:
Informational Presentation "Strategic Plan Implementation-Fall Annual Report".pptx

RELATED BOARD BYLAW, POLICY AND/OR MAPP: N/A

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.1 Align academic programming with industry demand
1.2 Drive student success and outcomes
1.3 Grow total enrollment
1.4 Expand career readiness and career advancement opportunities

2.1 Deploy pedagogical innovation
2.2 Build stackable credential options and educational pathways
2.3 Strengthen university partnerships
2.4 Grow research and doctoral education; advance toward R1

3.1 Improve student experience — streamline processes/technology
3.2 Strengthen data analytics
3.3 Invest in faculty and staff professional development
3.4 Update and expand physical spaces
3.5 Ensure long-term legacy — diversify revenues, grow endowment

4.1 Update and optimize technology platforms and data governance
4.2 Deploy intelligent automation/AI across student services
4.3 Introduce new technologies into classroom and curriculum
4.4 Infuse AI and immersive technologies into curriculum
4.5 Leverage technology to expand online and hybrid learning

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.



GENERAL COUNSEL

08/18/2026

DATE

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Aug 18, 2026 08:50:33 CDT)

CHIEF FINANCIAL OFFICER

08/18/2026

DATE

James Crawford (Aug 29, 2026 06:48:59 CDT)

PRESIDENT

08/29/2026

DATE

Strategic Plan Implementation Annual Fall Report

September 10, 2026

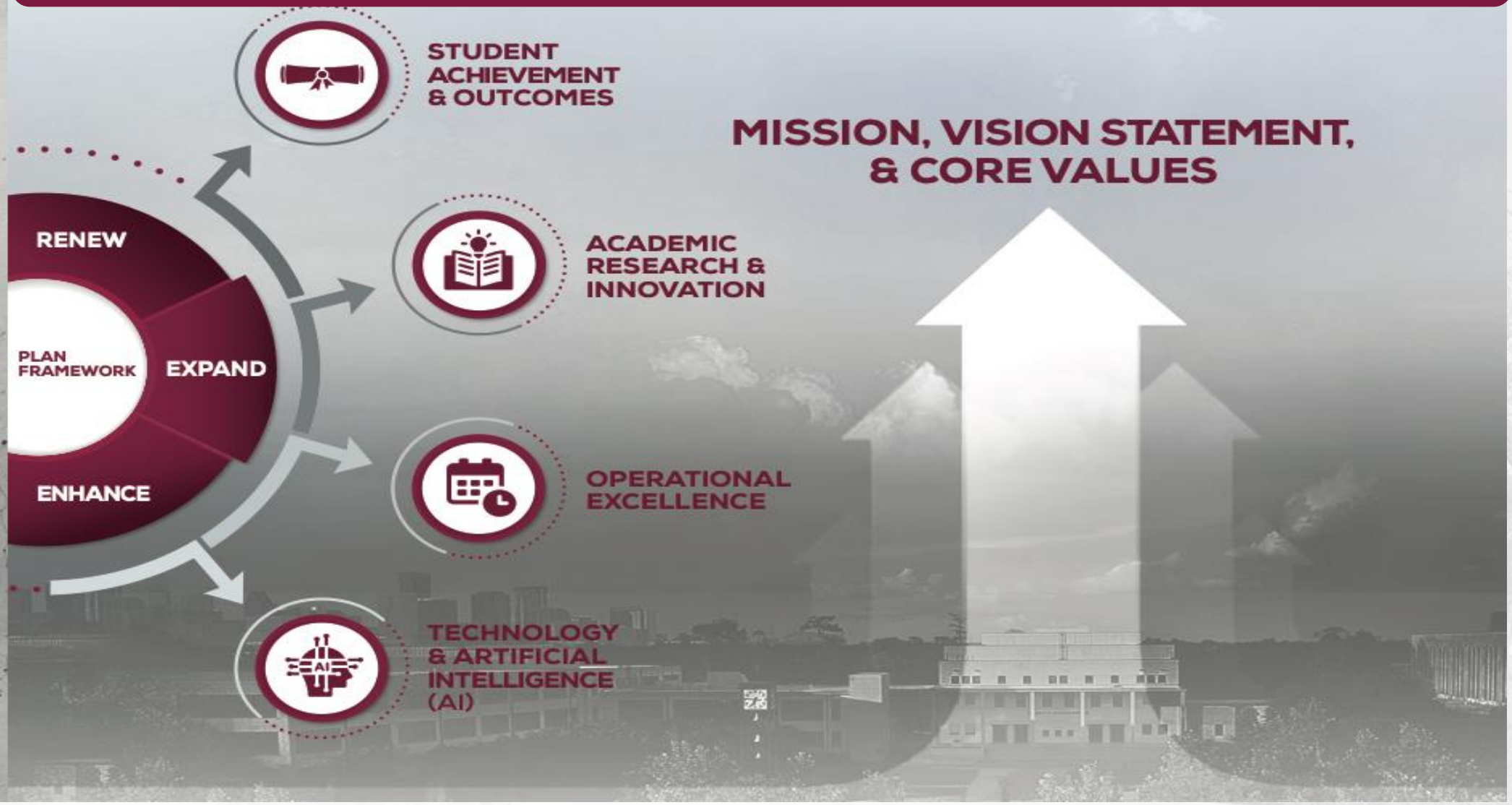
TSU

TEXAS SOUTHERN UNIVERSITY

ASCEND 2030

Strategic Plan Components

The strategic plan is structured into key plan components that define how the institution will approach the mission, vision, and priorities set forth in this plan.



INITIATIVE ALIGNMENT

SWOT and Forms 100–102 Established the Strategic Baseline

SWOT ANALYSIS

Identified internal capabilities and challenges, as well as external opportunities and threats, informing planning.

FORM 100

Mission Statement: College/School

Defines why the college or school exists and how it supports the University's mission, services, and students.

FORM 101

Mission Statement: Admin/Support Unit

Defines the purpose of the department or support unit and its relationship to University goals and service needs.

COMPLETED IN MARCH 2026 ✅

FORM 102

Unit Plan: Aligned Implementation

Strategic Initiative	Which ASCEND initiatives are selected?
Objective	What is the unit trying to accomplish?
Action Steps	What work will be done?
Measurable Outcomes/KPIs	How will success be measured?
Completion Date + Progress	When and what steps are complete?

COMPLETED IN MAY 2026 ✅

Together, SWOT and Forms 100–102 formed the foundation and created a mission-aligned, measurable planning structure that positioned units to develop their full strategic unit plans.

Form 102 is where ASCEND 2030 initiatives become the unit-specific objectives, action steps, measurable outcomes, and future KPIs

STRATEGIC PLANNING FORMS

From Foundation to Reporting, Projections, and Budget Preparation

Connect strategy, KPIs, outcomes, projections, and resource requests so each unit enters FY 2028 budget hearings with defensible evidence.

FOUNDATION TOOLS — COMPLETE

FORM 100
Mission Statement: College/School
Defines why the college or school exists and how it supports the University mission, services, and students.
COMPLETED • MARCH 2026

FORM 101
Mission Statement: Admin/Support Unit
Defines the purpose of the department or support unit and its relationship to University goals and service needs.
COMPLETED • MARCH 2026

FORM 102
Integrated Planning Summary
Documents strategic initiatives, objectives, action steps, measurable outcomes, proposed completion dates, and progress.
COMPLETED • MAY 2026

FORM 103
Program Revisions
Documents revisions, new methodologies, management changes, new resources/service, and new program pilots.

FORM 104
Annual Outcomes Summary
Reports outcomes achieved during the academic year against ASCEND goals and approved unit plans.

DUE • FALL 2026

What is measured? What happened?

NEXT-PHASE FORMS — AY 2026–2027

FORM 105
Enrollment Projections
Projects existing program enrollment by classification across planning years.

FORM 106
New Program Projections
Projects new program enrollment, courses, and budget implications for new or expanded activity.

DUE • FALL/WINTER 2026

FORM 107
Academic Personnel Projections
Projects academic personnel needs, including faculty, staff, student labor, and FTE implications.

FORM 108
Support Unit Personnel Projections
Projects support unit personnel needs, including staff, student labor, and FTE implications.

BUDGET FORMS
Operating Budget Requests
Forecasting models, budgeting requests, and resource allocations

DUE • EARLY SPRING 2027

What is requested?

IMPLEMENTATION CADENCE

What is needed?

CAMPUS WIDE MONITORING

Administrative Facilitation of Metrics for Cross-Collaborative Implementation

STRONG ENGAGEMENT ASCENDING TOGETHER

Our strategic plan is only as strong as our collective commitment

Together, we are building our future

1 | WORKSHOP ENGAGEMENT

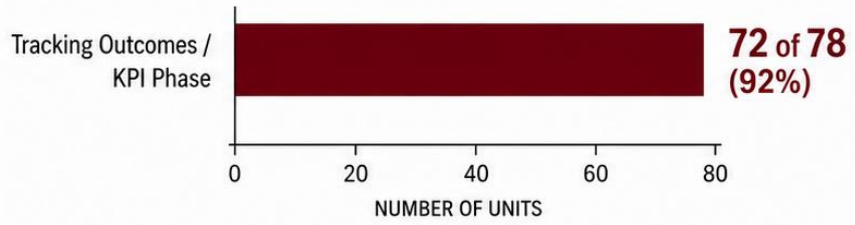
75 OF 78

UNITS WERE REPRESENTED AT THE WORKSHOP ON SEPTEMBER 1

96% REPRESENTATION

A strong show of unity and shared commitment to *Ascend 2030*.

2 | UNIT PLAN PROGRESS

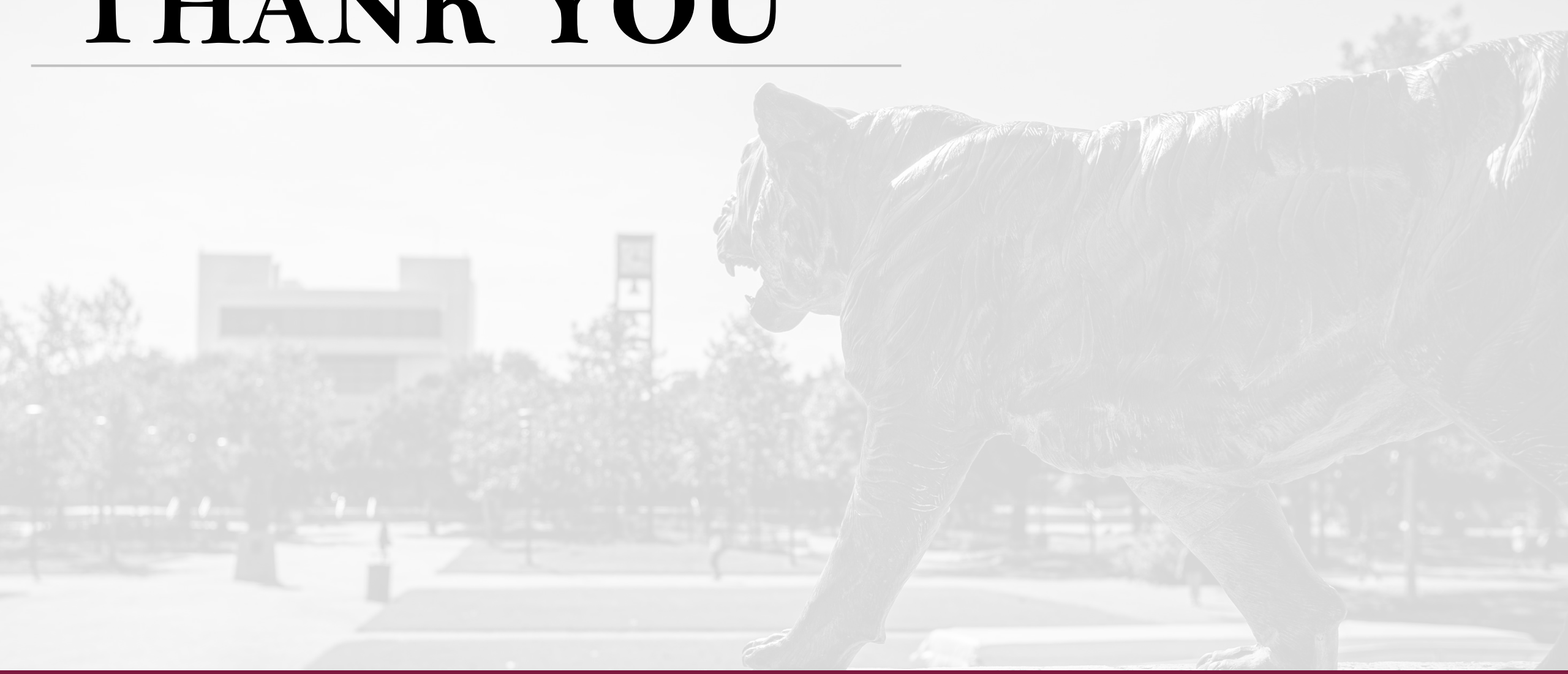


72 of 78 units are now in the Form 104 tracking phase.

Campuswide plan monitoring cadence established and in progress for all 78 units.

- **Continuous monitoring**
- **Internal campus wide dashboard established for accessibility and collaborative monitoring**

THANK YOU



TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Development & Legislation

ITEM: Request for Approval to Amend Contract for Consulting Services with Community Counselling Service Co., LLC (CCS Fundraising)

DATE PREVIOUSLY SUBMITTED: November 5, 2025

SUMMARY:
The Administration requests approval to amend the existing contract with CCS Fundraising to provide continued consultant services in support of the University's Centennial Campaign.
This amendment will extend CCS Fundraising's engagement to advance the next phase of the campaign-focusing on the execution of strategic fundraising initiatives, enhanced donor engagement, and the development of targeted messaging.

Procurement Method
CCS Fundraising was selected through a competitive Request for Qualifications (RFQ No. 717-25-726), which was publicly posted on the Electronic State Business Daily (ESBD) and the Texas Southern University website on March 11, 2025.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Government Code §2155.144 – Best Value Procurement
Section 51.9335 of the Texas Education Code

Contract
Contract Amendment | LMC0005705
Initial Term – August 4, 2025 – November 15, 2025 (Board approval: April 9, 2025)
First Extension – December 15, 2025 – August 31, 2026 (Board approval: November 5, 2025)
Second Amendment - September 14, 2026, - February 26, 2027

FISCAL IMPACT: Not-to-Exceed (NTE)| $270,000.00| Lifetime Cost | $855,000.00
1744-51000-7253-70 | Non-State-Appropriated Funds

SUPPORTING DOCUMENTATION:

Initial Contract
Extension
Second Amendment

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
MAPP Policy: 03.02.01-Purchasing Guidelines
MAPP Policy: 03.02.03-Purchase of Goods, Materials and Supplies through the Purchasing Department
MAPP Policy: 03.07.03-Expenditures and Expenditure Authority
MAPP Policy: 08.04.01- Contract Administration

ACTION REQUESTED: The Administration recommends approval of the second amendment.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
2.3 Strengthen university partnerships

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.



GENERAL COUNSEL

09/03/2026

DATE

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Grubb (Sep 3, 2026 13:40:41 CDT)

09/03/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Sep 3, 2026 19:03:05 CDT)

09/03/2026

PRESIDENT **DATE**

Professional Services Agreement

This Professional Services Agreement is effective as of the date last signed below ("Effective Date") by and between Community Counselling Service Co., LLC, with an office at 155 N Wacker Dr Suite 1790, Chicago, IL 60606 ("CCS") and Texas Southern University, with an address at 3100 Cleburne Avenue, Hannah Hall, Houston, TX 77004 ("Client") (each, a "Party" and collectively, the "Parties") and consists of (1) the Scope of Work and (2) the Standard Terms and Conditions (collectively, the "Agreement").

For and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

I. SCOPE OF WORK

1. ENGAGEMENT

Client engages CCS to provide campaign planning and development services as specified in this Scope of Work.

2. PERIOD OF SERVICE AND TERM OF AGREEMENT

CCS shall provide the services contemplated hereby during the term of this Agreement which shall be the period beginning August 4, 2025 and ending November 21, 2025 (or on such earlier date as of which this Agreement shall be terminated in accordance with the provisions hereof) (the "Term"). At the conclusion of this engagement Client will have the option to extend CCS's services under this Agreement. Client will notify CCS of this decision at least thirty (30) days prior to the end of the Term

3. FEES AND PAYMENT SCHEDULE

Client shall pay CCS a total fee of $180,000 for the Term (the "Fees").

For the purposes of billing, CCS defines a month of services as a four-week period (the "Billing Month"). CCS's Fees are payable in accordance with the following payment schedule, which reflects a professional engagement of five Billing Month(s).

Service Period	Payment Date	Payment Amount
August 4, 2025-August 29, 2025	August 15, 2025	$51,000
September 1, 2025-September 26, 2025	September 15, 2025	$51,000
September 29, 2025-October 24, 2025	October 15, 2025	$39,000
October 27, 2025-November 21, 2025	November 15, 2025	$39,000
	Total Payments: 4	**Total Fees Paid: $180,000**

CCS's professional fee standards are updated every calendar year to reflect annual business cost increases. Unless the Parties mutually agree in writing to a different rate or payment schedule, the Billing Month rate in each year subsequent to the Effective Date will be increased per Billing Month by 5% above the Billing Month rate of the prior calendar year. This provision shall apply to fees that may be payable under extensions or auto-renewals (if applicable).

The obligation of Client to pay the Fees is not dependent on the amount of funds raised; Fees are for services described in this Agreement.

Pursuant to the services, an initial 10,000 Wealth Engine record screenings shall be included within the Fees.

Additional service days will be billed at a daily rate of $2,125 per CCS Director if services are delayed for reasons caused by Client (in which case CCS will endeavor to give Client prompt notice of such reasons so that Client has an opportunity to correct them and avoid the delay). If services are delayed because of a force majeure event or for reasons caused by CCS, CCS will continue the services at no additional charge until completion.

CCS has provided to Client an IRS Form W-9 prior to or simultaneously with the execution of this Agreement and shall provide an IRS Form W-9 for future years at such times reasonably requested by Client. Client will report any amounts paid to CCS by filing Form 1099-MISC with the Internal Revenue Service as required by law.

4. SERVICES

The services provided by CCS will include:

Feasibility Study Services:

- Conduct historical fundraising analysis of the last three to five years
- Conduct systems, structures & strategies assessment to understand current fundraising strengths, weaknesses, opportunities and threats
- Develop custom predictive model(s) based on Client's constituent database
- Undertake wealth screening to collect metrics (up to 10,000 records)
- Segment the prospects identified through the wealth screening exercise to highlight top major gift potential
- Conduct Monte Carlo simulations to evaluate fundraising scenarios and provide probabilistic forecasts
- Create materials needed during the engagement: interview request letter, preliminary case for support, questionnaire, preliminary table of gifts, and survey form
- Discussions with a minimum of 40 individuals conducted by the CCS team
- Develop and distribute electronic survey
- Provide interim pulse report outlining evaluations to date
- Provide final report of findings, evaluations, and recommendations on how to proceed

5. CLIENT RESPONSIBILITIES

Client agrees to provide, and shall cause its directors, officers, employees, accountants, consultants, agents and other representatives to provide, all reasonable cooperation (including with respect to timeliness) in connection with the performance of the services as may be reasonably requested by CCS, including (i) reasonable participation in meetings and conference calls (telephonic and/or video),

(ii) using commercially reasonable efforts to furnish CCS with financial and other information as may be reasonably requested by CCS, and (iii) otherwise reasonably cooperating with the efforts of CCS.

In connection with this Agreement, to the extent permitted under applicable law, Client will furnish CCS with information reasonably requested by CCS. CCS will rely solely upon such information supplied by Client and its representatives without assuming any responsibility for independent investigation or verification thereof, or for any misstatements or omissions therein.

In order to provide certain services described in the Agreement, CCS may utilize products which are supplied by Altrata, Inc. including, Wealth Engine, RealSci, and Wealth X. To the extent these products are utilized, Client agrees to the terms and conditions of the End User Agreement attached hereto as Appendix A.

Client shall:

- Approve Study plan and materials
- Appoint a coordinator for the CCS Study – a person to whom CCS can report on a regular basis
- Provide assistance in the selection of candidates to be interviewed. CCS will provide the profile of the type of interviewees and work closely with Client on targeting appropriate candidates. It is understood that both Client and CCS will be responsible for selecting appropriate candidates.
- Assume responsibility for scheduling all interviews
- Provide clerical assistance in obtaining the appropriate records and reports, and in producing and mailing the interview request letter, background statement, questionnaire(s), and survey form(s) for the Study
- Provide reasonable office space, telephone, and clerical assistance to coordinate the interview appointments
- Exercise control and approval over the content, volume, and frequency of any solicitation

6. CCS PERSONNEL

Maeve Riley will serve as the account executive. A CCS Director will be assigned to provide services.

Client acknowledges that there may be circumstances under which CCS must reassign personnel. However, any CCS personnel assigned to work on this project will be subject to the Client's reasonable review. If Client is not reasonably satisfied with any CCS personnel for any lawful reason, such personnel will be removed and replaced by other CCS personnel.

CCS provides its personnel with time off, including paid time off for vacation, holidays, and personal time. During the term of this Agreement, CCS personnel will be entitled to time off, the days/times of which will be communicated to Client. Notwithstanding the foregoing, CCS will use commercially reasonable efforts to ensure coverage during any time off, and if personnel's time off causes a material delay in the provision of services, CCS will extend its personnel's assignment at no cost to Client for a period equal to the delay directly attributable to the time off.

7. TERMINATION

Termination for Convenience. It is agreed by CCS and Client that this Agreement may be terminated by either Party for convenience and without cause upon 30-days' prior notice for agreements with a Term of up to six months, or upon 60-days' prior notice for agreements with a Term in excess of six months.

Termination for Nonpayment: CCS may also terminate this Agreement if any amount of any Fees due CCS hereunder is not paid when due and is not paid within ten (10) days after notice of non-payment.

Termination for Other Breach. Either Party may terminate this Agreement upon a material breach of this Agreement (other than payment default) by the other Party by providing thirty (30) days' prior written notice of termination to the other Party, specifying in reasonable detail the nature of the material breach, requiring the other Party to cure such material breach, and stating its intention to terminate this Agreement if the material breach is not cured. If within such 30-day notice period, the material breach is not cured to the reasonable satisfaction of the Party giving notice, the termination shall become effective at the conclusion of such 30-day period.

With the exception of any rights under applicable law, should either party terminate the Agreement pursuant to this Section 7, Client shall pay CCS (i) Fees prorated to the effective date of termination, and (ii) Expenses incurred by CCS up to and including the effective date of the termination.

II. STANDARD TERMS AND CONDITIONS

1. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

CCS represents that it shall perform services in accordance with its best professional judgment and in accordance with the ethical standards promulgated by the Association of Fundraising Professionals.

Client acknowledges that (i) the success of fundraising endeavors is dependent upon a wide range of factors many of which are beyond CCS's control, (ii) the outcome of specific fundraising efforts will be dependent upon timely and consistent performance by Client of its responsibilities in collaboration with CCS personnel, (iii) CCS cannot assure any particular outcome of any fundraising endeavor, (iv) Fees are due in accordance with the terms hereof regardless of the degree of success of the endeavors contemplated hereby, and (v) the advice and direction provided by CCS as a result of the services will constitute recommendations only, subject to acceptance and implementation by Client in its discretion.

2. INDEPENDENT CONTRACTOR

CCS is an independent contractor. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, employment relationship, or other affiliation or like relationship between the Parties. In no event will either Party be liable for the debts or obligations of the other. Client acknowledges and agrees that CCS is not an employer or joint employer with respect to any individual who is engaged for any purpose in this fundraising project, other than the assigned CCS personnel referenced in the Scope of Work.

3. PROJECT EXPENSES

Fees do not include Expenses, which Client shall pay separately. Expenses include, but are not limited to, reasonable project-related travel, technology, transportation, mileage, lodging, meals, per diems, printing, courier, administrative expenses, and other ancillary and out-of-pocket costs. Payment for the Expenses shall be made to CCS within thirty (30) days after being invoiced.

4. INTEREST ON LATE PAYMENTS

Interest shall accrue on any overdue payment hereunder at a rate of one percent (1%) per month (but not to exceed the maximum rate permitted by law). Client shall pay all of CCS's costs of collection, including reasonable attorneys' fees and legal expenses, if amounts are not paid when due, whether or not legal proceedings are commenced.

5. OUT OF SCOPE WORK

If any work requested by Client falls outside the scope of this Agreement, Client may incur an additional cost over and above the Fees stated in this Agreement. No such out-of-scope work shall be undertaken unless the Parties mutually agree in writing upon the terms on which such additional services will be rendered.

6. GOVERNING LAW, DISPUTE RESOLUTION AND LIABILITY

This Agreement is governed by the laws of the State of Texas, without regard to its principles of conflict of laws. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under the Expedited Procedures of its Commercial Arbitration Rules (and, if elected by either Party, pursuant to the Procedures for Resolution of Disputes by Document Submission as contemplated by Rule E-6 of such Rules, regardless of the amount in controversy) by a single arbitrator sitting in Dallas, Texas, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties hereto consent to the jurisdiction of the courts of the State of Texas and Federal courts located in Texas, as well as the jurisdiction of all courts from which an appeal may be taken from such courts.

In no event will either Party be liable to the other Party under this Agreement for any indirect, incidental, special, exemplary, punitive or consequential damages of any sort, including, without limitation, lost profits, revenues, fund-raising gifts, pledges, endowments, donation or the like. Except for liabilities arising under Section 7 or Section 10 of these Standard Terms and Conditions, in no event will the aggregate liability of CCS hereunder exceed an amount equal to the Fees actually paid by Client to CCS hereunder. Except for liabilities arising under Section 3, Section 4, Section 7, or Section 10 of these Standard Terms and Conditions, in no event will the aggregate liability of Client exceed the aggregate amount of Fees payable by Client hereunder.

7. INDEMNIFICATION

Each Party (the "Indemnifying Party") shall indemnify, defend and hold the other Party, its members, managers, officers, employees and agents (collectively, the "Indemnitees") harmless from and against any and all costs, expenses, liabilities and damages, including reasonable attorneys' fees (collectively, "Losses") that any Indemnitee may suffer or incur as a result of claims by third parties to the extent caused by a breach of this Agreement by the Indemnifying Party or by the negligence or misconduct of the Indemnifying Party or the Indemnifying Party's officers, employees or agents.

The applicable Indemnitee shall give notice to the Indemnifying Party of any Loss for which indemnification is sought hereunder within 45 days after the Indemnitee becomes aware of such Loss, provided that the giving of such notice shall not be a condition of the indemnification obligation of the Indemnifying Party. The Indemnitee making a claim for indemnification hereunder shall cooperate fully with the Indemnifying Party in the investigation and defense of any such claim.

The parties acknowledge and aware that there are constitutional and statutory limitations on the authority of Texas Southern University (a state agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to indemnities as those terms will not be binding on Texas Southern University except to the extent authorized by laws and Constitution of the State of Texas as proscribed for under Article 3, Section 50-52 of the Texas Constitution.

8. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Each Party (the "Receiving Party") shall protect the Confidential Information of the other Party (the "Disclosing Party") using the same degree of care that it uses to protect the confidentiality of its own confidential information (but not less than reasonable care). "Confidential Information" means any non-public business information, in any form or medium (whether, oral, written, electronic or other) that by its nature would reasonably be considered confidential, business sensitive, or proprietary which is disclosed by the Disclosing Party to the Receiving Party, directly or indirectly, and whether such information is disclosed before or after the Effective Date.

Confidential Information excludes information that (a) is publicly available or becomes publicly available through no unauthorized act of Receiving Party; (b) is already known by Receiving Party without an obligation of confidentiality other than under this Agreement; (c) is obtained by the Receiving Party from a third party without a breach of the third party's obligations of confidentiality; (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; (e) is approved by Disclosing Party for disclosure; or (f) is required to be disclosed pursuant to a requirement of a governmental agency or law of the United States of America or a state thereof, or any governmental or political subdivision thereof, so long as to the extent permitted by law the Receiving Party makes a reasonable effort to provide the Disclosing Party with prompt notice of such requirement.

The Receiving Party shall (i) not use or disclose any Confidential Information of the Disclosing Party for any purpose except as necessary in the performance of its obligations under this Agreement or as otherwise authorized by the Disclosing Party in writing, (ii) use the same or similar means to protect Confidential Information as it uses to protect its own similar confidential proprietary information, but in any event not less than reasonable means; and (iii) limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and subcontractors who have a need to know such Confidential Information for purposes consistent with this Agreement and who are bound by confidentiality obligations with the Receiving Party that are not materially less protective of the Confidential Information than those herein.

The Receiving Party may retain a copy of any Confidential Information to the extent: (a) required by applicable law; (b) required by its internal document retention and governance policies; or (c) it would be unreasonably burdensome to destroy (such as archived computer records), provided that all such retained information shall remain subject to the terms of this Agreement.

The Receiving Party acknowledges that disclosure of any Confidential Information in breach of this Agreement may give rise to irreparable injury to the Disclosing Party. The Receiving Party agrees that the Disclosing Party may seek injunctive relief against the breach or threatened breach of the foregoing undertakings in addition to any other legal remedies which may be available to the Disclosing Party.

The Receiving Party's obligations under this Section shall survive termination and continue for three (3) years from the date of termination of this Agreement. All Confidential Information shall remain the property of the Disclosing Party.

9. COPYRIGHTS AND PROPRIETARY MATERIAL

CCS may create and provide to Client deliverables, which are described as any and all reports, prospect lists, campaigns, plans, creative templates, written content, notes, documents, designs, and materials developed by CCS as part of its provision of the services, excluding any Preexisting Intellectual Property, as defined below (the "Deliverables"). Except as otherwise described in the Scope of Work, Client will have and maintain ownership of the Deliverables, excluding any Preexisting Intellectual Property therein. CCS represents that the Deliverables shall not infringe upon any rights of third parties. To the extent that the Deliverables contain Preexisting Intellectual Property, CCS hereby grants Client an irrevocable, fully paid up, non-exclusive, worldwide license to use, execute, reproduce, display, perform, and prepare derivative works based on such Preexisting Intellectual Property that may be contained in the Deliverables, and to authorize others to do any of the foregoing, solely to the extent necessary for use of the Deliverables.

"Preexisting Intellectual Property" means all of CCS's strategies, ideas, methodology, code, know-how, tools, techniques, frameworks, technology, and other intellectual property developed by CCS or its licensors prior to or independent of the Deliverables and used to provide the Deliverables in accordance with the Scope of Work, and CCS reserves all right, title and interest in and to the Preexisting Intellectual Property.

CCS will maintain the confidentiality of Study interview data, including the respondents and their responses. Study interview data and information will be summarized by CCS in report form for use in strategic direction and management of possible campaign activity. The summary report shall constitute a Deliverable in accordance with the preceding paragraphs.

CCS shall have the right to utilize Client's name, logos, and trademarks in CCS's marketing and promotional materials.

10. RESTRICTION ON HIRING

Client acknowledges that CCS recruits and trains its personnel and that such personnel have knowledge of confidential CCS information as well as strategies, ideas and methods related to fundraising developed by CCS. During the Term and for a period of one (1) year after its termination or expiration, Client and its agents and affiliates shall not offer employment to any CCS personnel who performed services under this Agreement, and CCS shall not offer employment to any personnel of Client who were associated with the services provided under this Agreement. The Parties agree that the amount of actual damages that would be suffered by Client or CCS (as applicable) in the event of a breach of the covenant in this Section are impossible to measure with accuracy. Therefore if either Party breaches the covenant in this Section, (i) the offering Party shall provide written notice to the other within two (2) business days of having extended such offer, and (ii) regardless of whether the offering Party has complied with its obligation in clause (i) of this sentence, if the personnel accepts such offer of employment, the Party hiring the personnel hereby agrees to pay within ten (10) days after the hire date to the other, as liquidated damages, a sum equivalent to 100% of the annual compensation offered to and accepted by the personnel. The Parties acknowledge and agree that the restrictions contained in this Agreement are reasonable and valid in geographical and temporal scope and in all other respects and that the agreed-upon amount of liquidated damages is reasonable under the circumstances and does not constitute a penalty.

11. REGISTRATION AND COMPLIANCE WITH LAW

Client's charitable purpose is to be a student-centered, comprehensive doctoral university, dedicated to promoting equality and fostering inclusive excellence. All funds collected by Client in connection with the services will advance these purposes.

Client represents that prior to the execution of this Agreement, Client has advised CCS as to (i) whether Client is required to be registered with the New York Charities Bureau pursuant to Article 7-A of the New York Executive Law, and if Client is required whether it is currently registered, and (ii) whether solicitations will be made in the State of California as a result of or in connection with the services provided by CCS under this Agreement.

To the extent that Client is required to be registered as a charitable organization under any applicable law, Client represents and warrants to CCS that it is registered and in good standing and in compliance with all applicable filing requirements. Client also represents and warrants to CCS that, as may be applicable, to the extent that any solicitation will be made in the State of California, Client is registered with the California Registry of Charities and Fundraisers.

CCS represents and warrants to Client that it is in compliance with all applicable state fundraising laws of the State of Texas.

Each of CCS and Client represents and warrants that it will comply with all laws, rules, and regulations that are applicable to it in connection with or as a result of the execution, delivery, and/or performance of this Agreement.

The Parties agree to amend this Agreement and file completed government agency forms when necessary to comply with changing state fundraising laws in the United States and other applicable jurisdictions.

12. REGULATORY REPRESENTATION

Client acknowledges and agrees that (i) CCS will not at any time receive or have possession, custody or control of funds, assets, property or other receipts of a solicitation that may be solicited from donors, (ii) CCS does not have authority to pay expenses associated with a solicitation, (iii) CCS will not solicit funds, assets or property on Client's behalf and will not engage any compensated person to solicit funds, assets or property on Client's behalf, (iv) CCS will not assist with the receipt, processing or collection of contributions, (v) CCS will not independently report fundraising results, and (vi) Client will have control of and shall approve the content and frequency of each and every solicitation.

13. NO LEGAL OR TAX ADVICE

CCS does not render legal or tax advice. Reports, statements, or other communications (oral or written) provided by CCS or its employees to Client do not constitute legal or tax advice, nor should any such communication be construed as constituting legal or tax advice.

14. NONDISCRIMINATION; COMMITMENT TO DIVERSITY AND INCLUSIVITY

CCS is an equal opportunity employer and prohibits discrimination on any basis protected by law. Client agrees to bring to CCS's prompt attention any allegedly discriminatory conduct, or any complaints about allegedly discriminatory conduct, which in any way implicates, relates to, or has any bearing on CCS or any of its employees or agents.

.

15. ANTI-BOYCOT ISRAEL VERIFICATION

CCS represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, CCS (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

16. MISCELLANEOUS

This Agreement may not be modified except in writing, signed by both Parties. Any addendum to this Agreement signed by both Client and CCS will be incorporated into and deemed part of this Agreement for all purposes. If any provisions or restrictions contained in this Agreement are determined to be invalid or unenforceable, the remaining provisions and restrictions will continue to be fully effective. To the extent that any arbitrator or court of competent jurisdiction determines that the provisions of this Agreement are not in accordance with applicable law, such arbitrator or court is expressly granted the authority to reform the applicable provisions of this Agreement to conform them to the law as such arbitrator or court then finds the law to be, and to enforce this Agreement as so reformed.

17. BINDING AGREEMENT

This Agreement binds Client and CCS and will inure to the benefit of their respective successors and permitted assigns. The Scope of Work and these Standard Terms and Conditions constitute this Agreement and contain the entire agreement of the Parties with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous discussions and agreements of the Parties with respect to the subject matter hereof and will remain in full force and effect unless and until terminated in accordance herewith or until this Agreement has expired by its terms. Nothing in this Agreement is intended to confer upon any other person or entity other than Client and CCS any rights or remedies under or by reason of this Agreement, provided that Client Indemnitees and CCS Indemnitees shall be third party beneficiaries of and shall be entitled to enforce the provisions of Section 7 of these Standard Terms and Conditions.

18. NOTICES

Any notice given under this Agreement must be in writing and will be deemed to have been duly given if mailed by US first-class mail, return receipt requested, postage prepaid, or if delivered to a nationally-recognized overnight courier service with delivery charges prepaid, in either case

addressed to the attention of the applicable Party at the address shown on the first page of this Agreement, provided that in the case of notices to CCS a copy of the applicable notice is mailed or delivered to a nationally-recognized overnight courier service in the same manner and addressed to CCS at 527 Madison Avenue, Fifth Floor, New York, New York 10022, Attention: Chief Financial Officer (or to such other address of which CCS shall give notice to Client in accordance with this Section 17). It is understood and agreed that this Section 17 is not intended to govern the day-to-day business communications necessary between the Parties in performing their duties, in due course, under the terms of this Agreement.

19. ASSIGNMENT

CCS may assign this Agreement or delegate its duties hereunder to any successor to all or substantially all of the business of CCS upon notice to, but without the consent of, Client. Client shall not have the right to assign this Agreement without the express prior written consent of CCS, which may be granted or withheld in the sole discretion of CCS, and any purported assignment of this Agreement by Client without such consent shall be null and void ab initio.

20. WAIVER

No failure or delay on the part of CCS or Client in exercising any power or right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right.

21. SURVIVAL

All provisions of this Agreement which by their nature or terms are meant to survive the expiration or termination of this Agreement shall survive such expiration or termination.

22. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute a single instrument. The transmission by facsimile, portable document format or other electronic means of an executed signature page hereof shall have the same effect as the delivery of a manually executed counterpart of this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers.

COMMUNITY COUNSELLING SERVICE CO., LLC (CCS)

By:_____

Name: Maeve Riley
Title: Executive Vice President
Date: August 25, 2025

State Charitable Registration Number: __-__-__

Accepted and agreed to as of the
date first above written:

Texas Southern University

By: Charlie W Coleman III (Sep 2, 2025 11:16:51 CDT)

Name: Charlie W Coleman III
Title: Senior Associate Vice President of Development & Alumni Engagement
Date: 09/02/2025

(PLEASE COMPLETE BILLING INFORMATION AND THE CLIENT DATA SHEET ON THE FOLLOWING PAGES)

FUNDRAISING

Client Billing Information

Client:	
Mailing Address	
Street Address	
P.O. Box	
City, State, Zip	
Billing Address ☐ Check if same as mailing address	
Street Address	3100 Cleburne Street
P.O. Box	N/A
City, State, Zip	Houston, Texas 77004
Billing Contact Information	
Name	Brandi Weber
Title	Division Business Adminstrator
Telephone	713-313-5170
Email Address	brandi.weber@tsu.edu
***Electronic Billing Details:**	
Email:☑	Billing Email Address: brandi.weber@tsu.edu
Additional Comments or Instructions:	

*required

Client Data Sheet *Client completion required for compliance

Professional Fundraising Counsel: Community Counselling Service Co., LLC
Client (Charitable Organization) Name: Texas Southern University
Client Address: 3100 Cleburne Avenue, Hannah Hall, Houston, TX 77004
Client Fiscal Year End: August 31, 2025
Client Phone Number: (713) 313-7011
Client Email Address:
charlie.coleman@Tigernet365.onmicrosoft.com
Client EIN #: 74-1620415
Client Contact: Charlie W. Coleman III, J.D., MBA Title: Senior Associate Vice President, Development & Alumni Engagement
Start Date: August 4, 2025 End Date: November 21, 2025
Please note dates provided will be noted on state submittals.

State Submittals
Please indicate in the leftmost field below which of the following state(s) the attached contract is to be submitted. Where a state is marked with an asterisk (*), please provide a charity registration number or write in "exempt," in the field to the right.

If the contract is not to be submitted in any of the listed states, please check off "None of the above" and provide any relevant notes under Additional Comments.
Please be sure applicable charity registrations are current.

☐ Alabama	☐ Mississippi
☐ Arkansas	☐ New Hampshire*
☐ California*	☐ New Jersey*
☐ Connecticut*	☐ New York*
☐ Florida*	☐ North Carolina*
☐ Hawaii	☐ North Dakota
☐ Illinois	☐ Pennsylvania
☐ Indiana	☐ Rhode Island*
☐ Kansas	☐ South Carolina*
☐ Kentucky*	☐ Utah
☐ Maryland	☐ Virginia
☐ Massachusetts	☐ West Virginia
☐ Minnesota	☐ Wisconsin
☉ None of the above	

Additional Comments:

Appendix A
End User Agreement

This End User Agreement is incorporated into and forms a part of the Professional Services Agreement between CCS and Client to which this Appendix A is attached (the "Agreement"). Capitalized terms not defined herein will have the meaning provided to them in the Agreement. In the event of any conflict between the terms of this End User Agreement and any other documents comprising the Agreement, this End User Agreement will control.

In order to provide certain services described in the Agreement, CCS may utilize Products which are supplied by Altrata, Inc. ("Vendor") including, Wealth Engine, RealSci, and Wealth X. CCS's provision of those services is contingent upon Client's agreement and conformance with this End User Agreement. If at any point Client is in breach of this End User Agreement, Client agrees that CCS shall have the non-exclusive right to cease providing those services reasonably associated therewith.

THIS END USER AGREEMENT IS MANDATED BY THE VENDOR. AS SUCH, CCS IS UNABLE TO NEGOTIATE THE TERMS AND CONDITIONS CONTAINED HEREIN.

Definitions

"Data Protection Law" shall mean all laws and regulations applicable to a party relating to the processing, privacy and use of personal data in connection with or pursuant to the Partnership Agreement to the extent applicable to the parties including, without limitation, General Data Protection Regulation 2016/679 ("GDPR"), CCPA, California's Delete Act, any national laws, regulations or secondary legislation implementing the GDPR or Council Directive 2002/58/EC and any corresponding or equivalent national laws or regulations all as may be updated or amended from time to time;

"Data Provider" means Vendor or any of its affiliates or a third-party e.g. data supplier from whom the foregoing receive data that is included in the Products or Platform;

"Integration" means the software interface developed by CCS which allows Vendor's Products to interact with the CCS services;

"Intellectual Property" shall mean without limitation, any trademarks, logos, copyright, proprietary processes, databases, software, methodologies, tools, data procedures, algorithms, specifications, source code, object code, know-how, trade secrets, technology or modifications to the foregoing and all copies whether tangible or intangible embodiments of the foregoing, in whatever form or medium;

"Licensed Data" means the data available to CCS and where applicable, Client, within the Products and Platform and may include personal data;

"Partnership Agreement" means the Partnership Master Services Agreement entered into between CCS and Vendor.

"Platform" means the online Vendor SaaS platform and/or mobile app which enables the delivery of the Products;

"Products" means on-demand products or Subscription Products, the Licensed Data contained therein and reference to Products shall include Platform;

"Subscription Product" means Vendor's Platform, integrations, data feeds and any other Vendor subscription offering provided under the Partnership Agreement; and

Terms and Conditions

(i) Client acknowledges that the Products shall at all times remain the Intellectual Property of Vendor and that Client has no proprietary rights whatsoever in such Products.

(ii) Client warrants that (a) it is a duly formed entity in good standing under the laws of the state of its incorporation or organization; (b) it is qualified to transact business in all states where the ownership of its properties or nature of its operations requires such qualification; (c) it has full power and authority to enter into and perform under this End User Agreement; and (d) the execution and delivery of this End User Agreement have been duly authorized.

(iii) Client shall not sell, lease, rent or provide to any other party (i) the Product or a derivative thereof, (ii) its own file, as enhanced with the Product, or (iii) any direct marketing list, model, analysis, code or report utilizing or derived from the Product, except for its own internal commercial or charitable use.

(iv) Client shall not use the Product, in whole or in part, in the development of (i) any application that is outside the scope of this End User Agreement or (ii) any Client data products or services to be provided to third parties including, without limitation, any list enhancement or data appending service or product. Vendor reserves the right to review and pre-approve the Client's intended use of the Product prior to Vendor's acceptance of an order.

(v) Client shall comply with certain restrictions and requirements placed upon Vendor by its Data Provider in using the Product. Client shall strictly comply with all restrictions and requirements contained within the Partnership Agreement.

(vi) Client represents and warrants that Client has implemented and maintains an information security program that contains administrative, technical, and physical safeguards that are appropriate to its size and complexity, the nature and scope of its activities, and the sensitivity of any customer information at issue sufficient to protect the confidentiality of the Licensed Data.

(vii) To the extent permissible by law, CCS and Client completely disclaim Vendor's liability for all matters arising out of or in connection with this End User Agreement.

(viii) Client shall solely pursue CCS with respect to the terms of the Partnership Agreement applicable to CCS and/or this End User Agreement, unless otherwise agreed in writing by Vendor and CCS.

(ix) Client agrees to (i) the obligations and restrictions in the Partnership Agreement and (ii) the usage restrictions detailed therein.

(x) Client agrees that the use of the Integration by Client shall be lawful and shall ensure that it fully complies with the Partnership Agreement, this End User Agreement and all Data Protection Law.

(xi) Client shall be prohibited from reselling, distributing, publishing, reverse engineering, modifying or changing in any way, the Product or using the Product and Integration for anything other than the Client's own internal commercial use.

(xii) Client shall indemnify, defend and hold Vendor and its respective affiliates, officers, directors, employees and suppliers harmless from and against any claims, causes of action, suits, damages, demands, losses, costs and expenses, including reasonable attorneys' fees arising out of or relating to the Client's (or its authorized users') misuse or unauthorized use of the Product.

(xiii) The parties do not intend for this End User Agreement to make any representations or warranties on behalf of Vendor.

(xiv) It is the intent of the Parties that the Vendor is an express intended third party beneficiary of the provisions in this End User Agreement to the extent permitted by applicable law.

(xv) This End User Agreement shall not grant any rights to Client beyond the scope of the Partnership Agreement.

(xvi) CCS and Client agree that they shall each be responsible for accepting and responding to any communication initiated by a consumer ("Consumer Inquiries") arising out of their own use of Products. CCS and Client agree that each will provide "in house" suppression to consumers, upon request by a consumer, from future marketing initiatives by CCS and Client and agree to honor any such request by suppressing such consumer information from CCS and Client's marketing solicitations. No reference to Vendor or the Data Provider in written or oral communication to a consumer or in scripts used by CCS or Client in responding to Consumer Inquiries shall be made without Vendor's and the Data Providers' prior written approval.

(xvii) CCS and Client agree to honor consumers' elections not to receive marketing solicitations from CCS and Client, and in the event that CCS and Client do not honor such consumers' choice not to receive marketing solicitations, Vendor and the Data Provider may cease delivery of the Products and/or Licensed Data. CCS and Client acknowledge that neither Vendor nor Data Provider guarantee that the names or telephone numbers of all such consumers have been flagged or removed from the Services, Products and/or Licensed Data supplied to CCS and Client hereunder. CCS and Client further represent that if CCS or Client is telemarketing in a state that requires registration, CCS and Client have registered in the applicable state. CCS and Client acknowledge that it is CCS and Client's own sole responsibility to ensure that the most current suppression information has been applied to its files before such files are used for marketing. CCS and Client have and will maintain a compliant privacy policy as required by applicable law.

(xviii) CCS and Client agree that at all times during the Term, it shall maintain current, accurate and complete books and records relating to its usage of the Product in compliance with the terms of the Partnership Agreement. CCS and Client agree that Vendor shall have the right, no more than once per calendar year, to examine, inspect, audit, review and copy or make extracts from all such books, records and any source documents used in the preparation thereof. In the event an audit reveals that CCS and/or Client is not in material compliance with the terms and conditions of the Partnership Agreement, it shall be responsible for the costs of the audit, as well as any and all damages resulting from such non-compliance. Vendor is entitled to immediately terminate the Partnership Agreement should CCS and/or Client breach this obligation.

(xix) Vendor states that the Product may be subject to transcription and transmission errors. Any use or reliance upon the Licensed Data by Client shall be at its own risk. Except as set forth in this section, neither Vendor nor the Data Provider makes any warranties, express or implied, hereunder with respect to the Product, including but not limited to warranties of accuracy, completeness, merchantability, or fitness for a particular purpose.

(xx) Upon the termination of the Partnership Agreement for any reason, Client shall, at Vendor's option, destroy or return to Vendor the Product and any copies thereof and certify in a writing to be delivered to Vendor within thirty (30) days following such destruction or return that Client has fully complied with the requirements of this Section.

(xxi) Where applicable, Client shall follow the principles and/or best practices set forth within the following websites: Digital Advertising Alliance (http://www.aboutads.info/), Mobile Marketing Association, in particular its Best Practices Guide (http://www.mmaglobal.com or successor site), Federal Communication Commission (http://fcc.gov or successor site), and Interactive Advertising Bureau, in particular its Best Practices and its Self-Regulatory Guidelines and Behavioral Advertising Principles (http://www.iab.net or successor site).

2025.08_Texas Southern University_TX_Study_V5

Final Audit Report 2025-09-02

Created:	2025-08-28
By:	Natalie Giustini (ngiustini@ccsfundraising.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQUUVes9DIVDOtLZLc0Pfq3H1IZbBybqJ

"2025.08_Texas Southern University_TX_Study_V5" History

Document created by Natalie Giustini (ngiustini@ccsfundraising.com)
2025-08-28 - 2:45:55 PM GMT- IP address: 129.80.5.164

Document emailed to charlie.coleman@tsu.edu for signature
2025-08-28 - 2:53:48 PM GMT

Email viewed by charlie.coleman@tsu.edu
2025-08-28 - 4:06:30 PM GMT- IP address: 67.66.219.251

Email viewed by charlie.coleman@tsu.edu
2025-09-02 - 4:05:50 PM GMT- IP address: 104.47.57.126

Signer charlie.coleman@tsu.edu entered name at signing as Charlie W Coleman III
2025-09-02 - 4:16:49 PM GMT- IP address: 67.66.219.249

Document e-signed by Charlie W Coleman III (charlie.coleman@tsu.edu)
Signature Date: 2025-09-02 - 4:16:51 PM GMT - Time Source: server- IP address: 67.66.219.249- Signature captured from device with phone number XXXXXXX6869

Agreement completed.
2025-09-02 - 4:16:51 PM GMT

FUNDRAISING

ADDENDUM

November 25, 2025

Texas Southern University
3100 Cleburne Avenue, Hannah Hall
Houston, TX 77004

Dear Charlie:

This letter shall serve as an addendum to the Professional Services Agreement, signed and agreed on September 2, 2025 (the "Agreement"), by and between Community Counselling Service Co., LLC located at 4849 Greenville Ave Suite 1100 Dallas, TX 75206 ("CCS") and Texas Southern University, located at 3100 Cleburne Avenue, Hannah Hall, Houston, TX 77004 to extend our professional services.

The extension dates shall be December 15, 2025, through August 21, 2026. The parties agree there will be a pause in service between November 21, 2025, and December 15, 2025.

Services during this extension will include:

- Manage the day-to-day activities of campaign organization and activation
- Work closely with the Senior Associate Vice President of Advancement to direct campaign strategy
- Support the President in prospect engagement
- Develop the case for support
- Segment and activate the top prospect list
- Create individualized top prospect materials and proposals
- Coordinate campaign tracking and reporting
- Manage the identification, recruitment, training, and activation of campaign volunteers
- Support the training and coaching of Advancement staff for their campaign roles
- Provide on-site campaign support throughout the engagement
- Identify and research regional and national prospects

The total professional fee for this extended period is $405,000 payable as follows:

Service Period	Payment Date	Payment Amount
December 15, 2025-January 9, 2026	December 31, 2025	$45,000
January 12, 2026-February 6, 2026	January 31, 2026	$45,000
February 9, 2026-March 6, 2026	February 28, 2026	$45,000
March 9, 2026-April 3, 2026	March 30, 2026	$45,000
April 6, 2026-May 1, 2026	April 30, 2026	$45,000
May 4, 2026-May 29, 2026	May 31, 2026	$45,000
June 1, 2026-June 26, 2026	June 30, 2026	$45,000
June 29, 2026-July 24, 2026	July 31, 2026	$45,000
July 27, 2026-August 21, 2026	August 31, 2026	$45,000
	Total Payments: 9	**Total Fees Paid: $405,000**

All other terms and conditions of the Agreement remain the same.

Please sign below. Thank you for the opportunity to continue our work with you.

Sincerely yours,

Maeve Riley

Texas Southern University

By: Charlie W. Coleman III (Dec 9, 2025 15:25:33 CST)

Name: Charlie W Coleman III

Title: Senior Associate Vice President of Development & Alumni Engagement

Date: 12/09/2025

(PLEASE COMPLETE THE CLIENT DATA SHEET ON THE FOLLOWING PAGE)

Client Data Sheet *Client completion required for compliance

Professional Fundraising Counsel: Community Counselling Service Co., LLC
Client (Charitable Organization) Name: Texas Southern University
Client Address: 3100 Cleburne Avenue, Hannah Hall, Houston, TX 77004
Client Fiscal Year End: August 31
Client Phone Number: (713) 313-7011
Client Email Address: charlie.coleman@Tigernet365.onmicrosoft.com
Client EIN #: 74-1620415
Client Contact: Charlie W. Coleman III, J.D., MBA Title: Senior Associate Vice President, Development & Alumni Engagement
Start Date: December 15, 2025 End Date: August 21, 2026

Please note dates provided will be noted on state submittals.

State Submittals
Please indicate in the leftmost field below which of the following state(s) the attached contract is to be submitted. Where a state is marked with an asterisk (*), please provide a charity registration number or write in "exempt," in the field to the right.

If the contract is not to be submitted in any of the listed states, please check off "None of the above" and provide any relevant notes under Additional Comments.
Please be sure applicable charity registrations are current.

☐ Alabama	☐ Mississippi
☐ Arkansas	☐New Hampshire*
☐ California*	☐ New Jersey*
☐ Connecticut*	☐ New York*
☐ Florida*	☐ North Carolina*
☐ Hawaii	☐ North Dakota
☐ Illinois	☐ Pennsylvania
☐ Indiana	☐ Rhode Island*
☐ Kansas	☐ South Carolina*
☐ Kentucky*	☐ Utah
☐ Maryland	☐ Virginia
☐ Massachusetts	☐ West Virginia
☐ Minnesota	☒ None of the above

Additional Comments:

SECOND AMENDMENT

This second amendment (this "Amendment") amends the Professional Services agreement, signed and agreed on September 2, 2025 and subsequently extended on November 25, 2025, (the "Agreement"), by and between Community Counselling Service Co., LLC located at 4849 Greenville Ave Suite 1100 Dallas, TX 75206 ("CCS") and Texas Southern University located at 3100 Cleburne Street, Houston, TX 77004, US ("Client") to the effect set forth below. Terms defined in the Agreement and used in this Amendment have the same meaning herein as therein.

The Agreement is hereby amended as follows:

1. The Term of the Agreement is hereby extended for an additional period of twelve (12) Service Periods, commencing on September 1, 2026 and ending on July 30, 2027 (the "Amended Term"), unless earlier terminated in accordance with the provisions of the Agreement.

2. The total professional fee for this Amended Term is $540,000 payable as follows:

Service Period	Payment Due Date	Payment Amount
September 1, 2026-September 26, 2026	September 15, 2026	$45,000
September 29, 2026-October 24, 2026	October 15, 2026	$45,000
October 27, 2026-November 21, 2026	November 15, 2026	$45,000
November 24, 2026-December 19, 2026	December 15, 2026	$45,000
December 22, 2026-January 16, 2027	January 15, 2027	$45,000
January 19, 2027-February 13, 2027	February 15, 2027	$45,000
February 16, 2027-March 13, 2027	March 15, 2027	$45,000
March 16, 2027-April 10, 2027	April 15, 2027	$45,000
April 13, 2027-May 8, 2027	May 15, 2027	$45,000
May 11, 2027-June 5, 2027	June 15, 2027	$45,000
June 8, 2027-July 3, 2027	July 15, 2027	$45,000
July 6, 2027-July 31, 2027	August 15, 2027	$45,000
	Total Payments: 12	**Total: $540,000**

Except as expressly amended hereby, the Agreement is in all respects ratified and confirmed.

In witness whereof, CCS and Client have hereunto set their hands as of the date of the last signature.

COMMUNITY COUNSELLING SERVICE CO., LLC

By:
Name:
Title:
Date:

TEXAS SOUTHERN UNIVERSITY

By:
Name:
Title:
Date:

Client Data Sheet *Client completion required to ensure compliance with applicable state fundraising counsel statutes

Professional Fundraising Counsel: Community Counselling Service Co., LLC

Client (Charitable Organization) Name:

Client Address:

Client Fiscal Year End:

Client Phone Number:

Client Email Address:

Client EIN #:

Client Contact: Title:

Start Date: End Date:

Please note dates provided will be noted on state submittals.

State Submittals

Are you able to indicate in which of the following state(s) (if any) the attached contract should be submitted by CCS?

If yes, please indicate applicable states here:

If not, who should we contact at your organization for this information?

Name: Email:

If the state you have indicated, is marked with an asterisk (*) below, please provide a charity registration number or write in "exempt."

If the contract is not to be submitted in any of the listed states, please enter "N/A" above and provide any relevant notes under Additional Comments below.

Please be sure applicable charity registrations are current.

Alabama	Mississippi
Arkansas	New Hampshire*
California*	New Jersey*
Connecticut*	New York*
Florida*	North Carolina*
Hawaii	North Dakota
Illinois	Pennsylvania
Indiana	Rhode Island*
Kansas	South Carolina*
Kentucky*	Utah
Maryland	Virginia
Massachusetts	West Virginia
Minnesota	Wisconsin

Additional Comments:

SECOND AMENDMENT

This second amendment (this "Amendment") amends the Professional Services agreement, signed and agreed on September 2, 2025 and subsequently extended on November 25, 2025, (the "Agreement"), by and between Community Counselling Service Co., LLC located at 4849 Greenville Ave Suite 1100 Dallas, TX 75206 ("CCS") and Texas Southern University located at 3100 Cleburne Street, Houston, TX 77004, US ("Client") to the effect set forth below. Terms defined in the Agreement and used in this Amendment have the same meaning herein as therein.

The Agreement is hereby amended as follows:

1. The Term of the Agreement is hereby extended for an additional period of six (6) Service Periods, commencing on September 14, 2026 and ending on February 26, 2027 (the "Amended Term"), unless earlier terminated in accordance with the provisions of the Agreement.

2. The total professional fee for this Amended Term is $270,000 payable as follows:

Service Period	Payment Due Date	Payment Amount
September 14, 2026-October 9, 2026	October 15, 2026	$45,000
October 12, 2026-November 6, 2026	November 15, 2026	$45,000
November 9, 2026-December 4, 2026	December 15, 2026	$45,000
December 7, 2026-January 1, 2027	January 15, 2027	$45,000
January 4, 2027-January 29, 2027	February 15, 2027	$45,000
February 1, 2027-February 26, 2027	March 15, 2027	$45,000
	Total Payments: 6	**Total:** $270,000

Except as expressly amended hereby, the Agreement is in all respects ratified and confirmed.

In witness whereof, CCS and Client have hereunto set their hands as of the date of the last signature.

COMMUNITY COUNSELLING SERVICE CO., LLC

By:
Name:
Title:
Date:

TEXAS SOUTHERN UNIVERSITY

By:
Name:
Title:
Date:

Client Data Sheet *Client completion required to ensure compliance with applicable state fundraising counsel statutes

Professional Fundraising Counsel: Community Counselling Service Co., LLC

Client (Charitable Organization) Name: Texas Southern University

Client Address: 3100 Cleburne Street, Houston, TX 77004, US

Client Fiscal Year End:

Client Phone Number:

Client Email Address:

Client EIN #:

Client Contact: Title:

Start Date: September 14, 2026 End Date: August 13, 2027

Please note dates provided will be noted on state submittals.

State Submittals

Are you able to indicate in which of the following state(s) (if any) the attached contract should be submitted by CCS?

If yes, please indicate applicable states here:

If not, who should we contact at your organization for this information?

Name: **Email:**

If the state you have indicated, is marked with an asterisk (*) below, please provide a charity registration number or write in “exempt.”

If the contract is not to be submitted in any of the listed states, please enter "N/A" above and provide any relevant notes under Additional Comments below.

Please be sure applicable charity registrations are current.

Alabama	Mississippi
Arkansas	New Hampshire*
California*	New Jersey*
Connecticut*	New York*
Florida*	North Carolina*
Hawaii	North Dakota
Illinois	Pennsylvania
Indiana	Rhode Island*
Kansas	South Carolina*
Kentucky*	Utah
Maryland	Virginia
Massachusetts	West Virginia
Minnesota	Wisconsin

Additional Comments:

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Development & Legislation

ITEM: Update on Legislative Affairs-Quarterly Overview

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
This informational presentation will provide background on four areas: Performance-Based Funding; Legislative Appropriations Request (LAR); Texas Senate Finance Hearing; Federal Higher Education Activity

Performance-Based Funding: Complying with the General Appropriations Act (GAA) rider, the Texas Higher Education Coordinating Board (THECB) completed its final report recommending a rate-based model that rewards student outcomes while preserving core formulas. THECB also recommended against using Institutional Enhancement to fund the performance-based-funding program.

LAR: University submitted LAR timely. At this time, the University has one exceptional item (increase in FY non-formula support item - Urban Infrastructure and Applied Engineering and one capital project - Thurgood Marshall Law Center new facility $193.6 million)

Texas Senate Committee hearings: Stronger governing board control of audit governance and audit compliance; Fiscal capacity and transparency regarding Permanent University Fund and Texas University Fund; Research funding must relate to student, workforce, and economic returns.

Recent Federal Legislative Efforts: IGNITE HBCU Excellence Act; WorkForce Pell; Protect College Sports Act

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:
Informational Presentation " TSU Quarterly Board Briefing".pptx

RELATED BOARD BYLAW, POLICY AND/OR MAPP: N/A

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.1 Align academic programming with industry demand
1.2 Drive student success and outcomes
1.3 Grow total enrollment
1.4 Expand career readiness and career advancement opportunities

2.2 Build stackable credential options and educational pathways
2.3 Strengthen university partnerships
2.4 Grow research and doctoral education; advance toward R1

3.3 Invest in faculty and staff professional development
3.4 Update and expand physical spaces

4.1 Update and optimize technology platforms and data governance
4.5 Leverage technology to expand online and hybrid learning

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

GENERAL COUNSEL	08/25/2026 **DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Aug 25, 2026 22:56:12 CDT) **CHIEF FINANCIAL OFFICER**	08/25/2026 **DATE**
James Crawford (Aug 29, 2026 06:32:35 CDT) **PRESIDENT**	08/29/2026 **DATE**



QUARTERLY BOARD BRIEFING

September 10, 2026

TEXAS SOUTHERN UNIVERSITY

Quarterly Board Meeting

1. **PERFORMANCE-BASED FUNDING**
2. **LEGISLATIVE APPROPRIATION REQUEST (LAR)**
3. **TEXAS SENATE FINANCE HEARING**
4. **FEDERAL HIGHER EDUCATION ACTIVITY**

PERFORMANCE-BASED FUNDING

The final report recommends an additive, rate-based model that rewards student outcomes while preserving core formulas.

≈60%

ATTAINMENT

Credentials of value • high-demand fields • efficient completion • transfer contribution

≈40%

PROGRESSION + PERSISTENCE

30 / 60 / 90 semester-credit-hour milestones and fall-to-fall retention

TEXAS SOUTHERN UNIVERSITY

The metrics are generally mission-aligned. The final report applies the academically disadvantaged weight to attainment, progression, and persistence.

PRINCIPAL FISCAL RISK

Protect the University's $13.74 million biennial Institutional Enhancement base through a floor, cap, or hold-harmless provision.

Support an additive, stable-rate model—and protect Institutional Enhancement during implementation.

MOST AGENCIES (ALL HIGHER ED) 3% REDUCTION ($1,340,989) FROM THE LBB 2028-29 GR LIMIT $43,358,657
2026-27 APPROPRIATED GR TOTAL $119,708,156 – EXCLUDED GR = 2028-29 GR LIMIT $43,358,657

Excluded From 2028-29 GR Limit	Maintained in 2028-29 GR Limit (Non-Exempt GR & GR-D)
One-Time Appropriations: Tiger Fleet & Law Center Design Study **$5,000,000 + $10,000,000 = $15,000,000**	**Workers' Compensation** **$416,624**
CCAP Debt Service **$25,412,050**	**Strategy C (recurring non-formula support): TMSL, Business, Pharm, Mickey Leland, Urban Redevelopment, Tiger Summer Acceleration, Institutional Enhancement, MIS/Fiscal, Education** **$16,302,498**
Less Formula GR: Operations & Support; Teaching Experience.; E&G Support; Small Institution Supplement **$31,064,184**	**Academic Development Initiative** **$27,980,524**
Less Comprehensive Research Fund **$1,454,882**	
Less CRU **$2,077,394**	
Total: $75,008,510	**Total: $44,699,646**
***Tx Public Education Grants** **$4,774,756 (Completely outside the GR calculation because its funding source is GR-D; (~ 15% of resident tuition/~3% of non-resident tuition)**	**Excluded + Maintained = 2026-27 Appropriated GR Total** **$75,008,510 + $44,699,646 = $119,708,156** **3% Reduction = $1,340,989 2028-29 GR Limit: $43,358,657**

2028-2029 Legislative Appropriations Request

General Revenue Limits

Agency #	Institution	Appropriated Total 2026-27	PLUS HB 500 Adjustments	LESS One-time Appropriations	LESS Appropriated CCAP & Other Debt Service	LESS Formula GR	LESS Research Formula Funding	LESS CRU Funding	TOTAL Non-Exempt	Three Percent Reduction	2028-29 GR Limit
717	Texas Southern University[3]	$ 119,708,156	$ -	$ 15,000,000	$ 25,412,050	$ 31,064,184	$ 1,454,882	$ 2,077,394	$ 44,699,646	$ (1,340,989)	$ 43,358,657
					$ -	$ -					
	Total	$ 119,708,156	$ -	$ 15,000,000	$ 25,412,050	$ 31,064,184	$ 1,454,882	$ 2,077,394	$ 44,699,646	$ (1,340,989)	$ 43,358,657

3. Includes removal of one-time funding for Tiger Fleet Modernization and the Law School Study at Texas Southern University.

TWO HEARINGS — ONE POLICY DIRECTION

The Senate paired stronger institutional oversight with outcome-driven funding—and highlighted system affiliation as a capacity strategy.

JULY 28 | OVERSIGHT + OUTCOMES

- Stronger governing-board control, certifications, audit governance, and reporting compliance
- House Bill 127 research-security implementation and board certification
- Continued support for outcomes-based funding; four-year performance funding is the next major transition
- Demand for campus-specific enrollment, transfer, retention, and completion evidence

JULY 29 | FISCAL CAPACITY

- Preserve the 7% Permanent University Fund distribution while requiring institution-level transparency; Success of the Texas University Fund
- Research funding must demonstrate student, workforce, and economic returns

Evidence first. Narrative second. Capacity must match accountability.

RECENT FEDERAL LEGISLATIVE EFFORTS

Three congressional initiatives directly affect Texas Southern University's capital capacity, workforce programs, and intercollegiate athletics.

IGNITE HBCU EXCELLENCE ACT

Would authorize competitive grants for HBCU infrastructure, deferred maintenance, student housing, research, broadband, workforce facilities, and campus safety. Pending; enactment and appropriations are still required.

WORKFORCE PELL

Congress expanded Pell eligibility to qualifying short-term, high-skill workforce programs beginning July 1, 2026. Texas Southern University must identify eligible programs and build employer-aligned pathways.

PROTECT COLLEGE SPORTS ACT

Would establish national standards for NIL, transfers, eligibility, athlete protections, and enforcement. The Senate delayed a floor vote until September; Texas Southern University's priorities remain transfer stability and competitive balance for HBCU/FCS programs.

TEXAS SOUTHERN UNIVERSITY PRIORITY

Advance infrastructure eligibility, develop Workforce Pell-ready programs, and ensure college-sports legislation recognizes institutions outside the Power Four conferences.


TEXAS
SOUTHERN
UNIVERSITY
Government Affairs and Civic Engagement

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Physical Facilities & Real Estate

ITEM: Request Approval to Negotiate and Execute a Contract for Guaranteed Maximum Price (GMP) Phase for the Capital Construction Assistance Projects

DATE PREVIOUSLY SUBMITTED: April 16, 2026

SUMMARY:

The Administration requests authorization to negotiate and execute a Guaranteed Maximum Price (GMP) with Tellepsen Builders, L.P. for construction of three capital construction assistance projects: the Health & Wellness Center (TSU Project No. 204), Nabrit Science Center (TSU Project No. 205), and Catalyst for Urban Transformation Center (TSU Project No. 206).

This action represents the next critical milestone in the project lifecycle following the Board's approval of Design Development and will allow the University to advance the projects into construction. Tellepsen Builders, L.P. submitted a GMP proposal based on the 50% Construction Documents.

The Administration will continue negotiating and reconciling the GMP as the construction documents are finalized. Board authorization is requested to allow the Administration to negotiate and execute the final GMP, provided the final negotiated amount remains within the approved project funding.

The Board initially approved the commencement of these projects and their associated budgets on June 15, 2023, subsequently approved Schematic Design on June 12, 2025, and approved Design Development in March 2026.

Procurement Method

Request for Qualifications Design Build: RFQ 717-23-717a
Solicitation Posting Date: 4/11/2023
Solicitation Close Date: 5/9/2023

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):

Texas Education Code §51.9335 - Acquisition of Goods and Services by Institutions of Higher Education Government Code §2155. 144 - Best Value Procurement

FISCAL IMPACT: (Under Separate Cover)

9234-61200-7341-80 | Non-State-Appropriated Funds
9235-61200-7341-80 | Non-State-Appropriated Funds
9236-61200-7341-60 | Non-State-Appropriated Funds

SUPPORTING DOCUMENTATION:

GMP Proposal Review - Health & Wellness, Catalyst and Nabrit (Under Separate Cover)

RELATED BOARD BYLAW, POLICY AND/OR MAPP:

Board Policy 73.03, MAPP Policy: 08.04.01 Board Policy 51.01, MAPP 03.02.03, MAPP 08.04.01

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:

2.3 Strengthen university partnerships
3.1 Improve student experience - streamline processes/technology
3.4 Update and expand physical spaces
4.3 Introduce new technologies into classroom and curriculum
4.4 Infuse AI and immersive technologies into curriculum

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

09/02/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Sep 2, 2026 14:52:15 CDT)

09/02/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Sep 3, 2026 19:04:22 CDT)

09/03/2026

PRESIDENT **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Physical Facilities & Real Estate

ITEM: Summer Make Ready & Maintenance Initiative: Replacement of Two Hot Water Boilers Serving the Satellite Plant

DATE PREVIOUSLY SUBMITTED: June 12, 2025

SUMMARY:
Administration would like to provide an update on the replacement of two (2) hot water boilers serving the University's Satellite Plant as part of the Summer Make Ready and Maintenance Initiative. The existing boilers have reached the end of their useful life and are critical components of the University's central heating infrastructure, providing water to the:

- New Science Center
- Rollins-Stewart Music Center
- John Biggers Art Center, and
- Spearman Technology Building.

This investment represents a strategic step in reducing the University's deferred maintenance backlog by replacing aging infrastructure with modern, energy-efficient systems that strengthen the reliability, efficiency, and resiliency of the campus utility network.

Procurement Method
An Invitation to Bid (ITB 717-26-735) was posted on the Electronic State Business Daily and Texas Southern University's website per Texas Government Code §2155.083.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Education Code §51.9335 – Acquisition of Goods and Services by Institutions of Higher Education
Texas Government Code §2155.144 – Best Value Procurement

A Certificate of Interested Parties (Form 1295) has been submitted in accordance with Chapter 2252 of the Texas Government Code and the requirements of the Texas Ethics Commission.
American Mechanical Services is not a certified Texas Veteran-Owned Business (VetHUB) vendor.

Contract Term
New Contract

FISCAL IMPACT: Not-to-Exceed (NTE) | $380,000.00
0247-61200-7343-30408 | State-Appropriated Funds

SUPPORTING DOCUMENTATION:

Proposal (Under Separate Cover)

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
Board Policy 51.01
MAPP 03.02.03
MAPP 08.04.01

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.4 Update and expand physical spaces

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

08/17/2026

GENERAL COUNSEL | **DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Aug 18, 2026 07:27:10 CDT)

08/18/2026

CHIEF FINANCIAL OFFICER | **DATE**

James Crawford (Aug 29, 2026 06:52:29 CDT)

08/29/2026

PRESIDENT | **DATE**

TSU

TEXAS SOUTHERN UNIVERSITY

INVITATION TO BID (ITB)

Hot Water/Steam Boiler Remove/Replace

ITB #717-26-735

DEADLINE FOR SUBMITTAL:

11:00 a.m. Central time, Thursday, April 2, 2026

(Proposals received after the date and time specified will not be accepted)

Texas Southern University
PROCUREMENT SERVICES
Attention: Sceffers Ward
3100 Cleburne Street
Mack O. Hannah Hall, Suite 333
Houston, Texas 77004 -4598

TEXAS SOUTHERN UNIVERSITY

ITB Number: 717-26-735 Boilers Removal/Replacement
Date of Issuance: Monday, March 16, 2026

Texas Southern University
Procurement Services – Purchasing
3100 Cleburne Street, Room HH333
Houston, TX 77004

Deadline: Thursday, April 2, 2026
11:00 a.m. Central Time

Texas Vendor ID or FEI No.

COMPANY NAME

ADDRESS

CITY **STATE** **ZIP**

PHONE NUMBER **EMAIL ADDRESS**

AUTHORIZED SIGNATURE **DATE**

TYPE OR PRINT NAME OF SIGNER

E-MAIL ADDRESS _____

Under Section 231.006, Family Code, the Vendor certifies that the individual or business entity named in this contract, offer, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

If the paragraph above is applicable, provide names and social security number of each person with at least 25% ownership. Vendors that pre-registered this information on the Texas Procurement and Support Services Centralized Master Bidders List have satisfied
This Vendor agrees to comply with all conditions shown on this form.

FAILURE TO MANUALLY SIGN WILL DISQUALIFY BID

QUOTE F.O.B. DESTINATION PREPAID & ALLOWED

DELIVERY TIME_____DAYS

TERMS OF PAYMENT: NET____DAYS

FREIGHT CHARGES:_____
If quoting other than F.O.B. Destination Prepaid and Allowed, indicate all freight charges.

Check below if preference is claimed under Rule 1 TAC 113.8
[ ] Produced in Texas and/or Texas bidder
[ ] Texas agricultural products
[ ] USA produced supplies, materials or Equipment
[ ] Historically Underutilized Business Certified by the TX Procurement and Support Services
[ ] Products of persons with mental or physical Disabilities
[ ] Products made of recycled materials
[ ] Energy efficient products

TOTAL AMOUNT OF BID FOR BOTH PIANOS:

$_____

Sceffers Ward sceffers.ward@tsu.edu 713-313-7887

Texas Southern University desires to enter a contract awarded to the company(s) offering the most advantageous proposition to the institution. Bids must be plainly marked on the envelope container or package, with the offer number and opening date.

BID DELIVERY

Bid packets are commonly submitted to TSU by one of the following methods: (1) U.S. Postal Service overnight, (2) Fed Ex overnight / Express Mail, and/or (3) Hand Deliver (recommended). Regardless of how you deliver your proposals response please note:

Campus Map:
http://www.tsu.edu/about/campus/pdf/tsu-campus-map.pdf

TSU Post Office, 3100 Cleburne St, Houston, TX 77004
TSU Purchasing Dept, Hannah Hall room 333

ADDITIONAL COPIES

Texas Southern University requests that bidders submit one (1) paper original of your bid response, one (1) paper copy of bid your response, and a flash drive copy of your response

EQUAL OPPORTUNITY

Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

PUBLIC INFORMATION

TSU considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded. Respondents are hereby notified that the University strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of ITB information.

WAIVER OF INCONSISTENCIES:

The University reserves the right to waive any and all minor technical inconsistencies in evaluating the proposal responses.

INCURRED EXPENSES

Any and all expenses incurred in response to this proposal are entirely the responsibility of the contractor. Neither the University, nor the State of Texas, is liable in any manner.

PRE-BID MEETING / WALKTHROUGH:

None

INQUIRIES

All inquiries regarding this Invitation to Bid must be submitted via email by **Monday, March 23, 2026,** by **12:00 p.m. noon Central Time**. The University will not accept questions after this date. All inquiries may result in written responses posted to the Electronic State Business Daily, available at https://www.txsmartbuy.com/esbd Questions must be emailed to Sceffers Ward at sceffers.ward@tsu.edu in Word format for ease of cutting and pasting.

ADDENDA, CHANGES AND MODIFICATIONS TO THIS BID

It is the bidder's responsibility to periodically check the Electronic State Business Daily Website https://www.txsmartbuy.com/esbd up until the offer opening time for any changes, modifications or addenda to this offer. Receipt of all addenda to this ITB should be acknowledged by returning a signed copy of each addendum with the submitted Bid. Failure to do so could result in an offer submission that cannot be considered

REFERENCES

Vendors responding to this bid must be prepared, if asked pre-award, to submit a list of at least three references your company has successfully provided products for projects of this type and magnitude. The list must include the client's name, address, telephone number, a contact person, and a brief description of the project completed. The University shall not be confined to this list if it deems further reference investigation necessary.

SUBCONTRACTORS

Subcontractors providing services under a Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors

AWARD

Texas Southern University intends to award in such a way as to gain the greatest benefit to the result of this project and therefore the University. Texas Southern University will be the sole judge of what constitutes the most advantageous proposition to the University. An award to multiple vendors is reserved by the university if so chosen.

CRITERIA FOR AWARD

The evaluation of the bid will include the overall response to the bid, and will include, but is not limited to the "Best Value Standard for Purchase of Goods or Services" and any other factor Texas Southern University deems relevant. The University must be confident that their needs can be met. The University will evaluate and make the award on the offer that is determined to be the best value to the University based on the criteria listed below. All bids must be complete and convey all the information requested to be considered responsive.

Considerations for award of this contract will include the factors in accordance with Government Code 2155.074. Best Value Standard for Purchase of Goods or Services are as follows:

(a) For a purchase of goods and services under this chapter, each state agency, including Texas Southern University and shall purchase goods and services that provide the best value for the state.

(b) In determining the best value for the state, the purchase price and whether the goods or services meet specifications are the most important considerations. However, the Texas Procurement and Support

Services or other state agency may, subject to Subsection (c) and Section 2155.075, consider other relevant factors, including:

(1) Proposed costs
(2) Stability and success of contractor's business
(3) Quality and reliability of the goods and services
(4) Delivery terms and proposed transition plan
(5) Indicators of probable contractor performance under the contract such as past contractor performance, the contractor's financial resources and ability to perform, the contractor's experience or demonstrated capability and responsibility, and the contractor's ability to provide reliable maintenance agreements and support
(6) Other factors relevant to determining the best value for the state in the context of a particular purchase

Added by Acts 1997, 75th Leg., ch. 1206, § 6, eff. Sept. 1, 1997.
Amended by Acts 2001, 77th Leg., ch. 1422, § 14.16, eff. Sept. 1, 2001.

PUBLICITY

Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.

BID TABULATION

Electronic copy of the submittal tabulation sheet will be made available after the scheduled public bid opening per request through Purchasing. Only names of respondents and total bid price will be released to the public at the public bid opening. All other information will be kept confidential until after successful contract award.

SEVERABILITY

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

GOVERNING LAW

This Contract, including, without limitation, this ITB and any resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas.

HOUSE BILL 1295

The awarded vendor may be required to submit the State of Texas House Bill 1295, Certificate for Interested Parties, if your bid response is over $100,000; unless you are a publicly traded company. If your price is over $100,000 you must complete the 1295 form and include it in your response. Mr. Britt is the contact person. The bid number is the contract number.

If not applicable, then clearly state this point as well.

FIRM PRICING

Prices contracted for are to be guaranteed firm pricing for ninety (90) days from the bid deadline.

TERMINATION FOR FAILURE TO MEET SPECIFIED DELIVERY

Should the contractor consistently fail to meet the specified delivery, Texas Southern University reserves the right to cancel upon 10 days written notice. Texas Southern University specifically reserves the right to purchase these items elsewhere when delivery cannot be met, and Texas Southern University deems it necessary to override the contractual agreement.

FIXED ESCALATION CLAUSE

Bidders must certify a fixed, maximum percentage of escalation for both the initial and any subsequent terms of the contract as specified. This percentage will be employed in the evaluation and award of any contract resultant of the bid. The maximum annual percentage of escalation is _____%. **If this field is not filled in, an escalation of 0% will be assumed.**

RIGHT TO TERMINATE

The University reserves the right to terminate this contract or any portion thereof on thirty (30) days written notice. Grounds for cancellation shall include, but are not limited to the following:

1) Failure to provide timely prompt service, and
2) Failure to provide quality products.

The University shall be the sole judge of acceptable service as indicated above.

TERMINATION

For termination, which is not based upon cause, thirty (30) day written notice shall be given to the contractor.

AMENDMENTS

This Contract may be amended only upon written agreement between Texas Southern University and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void.

PROTECTION OF PROPERTY

Vendors shall always guard against damage or loss to the University property or of other vendors, suppliers or contractors, and shall be responsible for replacing or repairing, or for the cost of repairs or replacement of any such loss or damage. The University may require payment or require such additions and/or adjustments to the Vendor's assessment to ensure reimbursement or replacement for such loss or damage to property incurred by the Vendor or its agents

INDEMNIFICATION

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TEXAS SOUTHERN UNIVERSITY ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TEXAS SOUTHERN UNIVERSITY.

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TEXAS SOUTHERN UNIVERSITY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TEXAS SOUTHERN UNIVERSITY OR ITS EMPLOYEES.

VENDOR CERTIFICATION / ACCEPTANCE

The undersigned hereby certifies that he has read, understands, and agrees that acceptance by Texas Southern University of the bidder's offer by issuance of a purchase order will create a binding legal contract. Further he agrees to fully comply with documentary forms herewith made a part of this specific procurement

NAME OF COMPANY:_____

AUTHORIZED SIGNATURE:_____

TYPED NAME & TITLE:_____

ATTACHMENTS

The following attachments are to be considered as part of this bid:

1) TSU Terms and Conditions
2) Form 1295, if applicable
3) Specifications pages

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38

( ) Supplies, materials or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran *
( ) Agricultural products produced or grown in TX
( ) Agricultural products and services offered by TX bidders*
( ) USA produced supplies, materials or equipment
( ) Products of persons with mental or physical disabilities
( ) Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
( ) Energy Efficient Products
( ) Rubberized asphalt paving material
( ) Recycled motor oil and lubricants
( ) Products produced at facilities located on formerly contaminated property
( ) Products and services from economically depressed or blighted areas
( ) Vendors that meet or exceed air quality standards
( ) Recycled or Reused Computer Equipment of Other Manufacturers
( ) Foods of Higher Nutritional Value

SPECIFICATIONS / REQUIREMENTS

Contractor shall supply all labor, supervision, technical staff, management, and services to develop and execute a comprehensive work design and plan to remove and replace existing two (2) Hot Water Boilers and one (1) Steam Boiler (Total - 3) located in the Satellite Plant and New Science Center Building at Texas Southern University. The boilers have reached the end of their useful life.

SCOPE OF WORK

The scope of work shall include inspection, testing, evaluating, and estimating a quote for repair/replacement as required. The purpose of this scope is to access all identified water treatment system equipment and identify deficiencies. Services provided with equipment in coordination with TSU in a manner that will provide the least disruption to the campus.
Boilers recommended replacement of boilers with a Sellers brand or equivalent for ease of installation with minimal piping modifications. See in service boiler nameplate information below:

HOT WATER BOILER – Quantity 2
Manufacturer: Sellers Boiler
Model Number: S-300-W Model 15 Sensor
Maximum Design Pressure: 150 psi
Input BTU/HR: 12,553,000
Output BTU/HR: 10,043,000
Fuel: Natural Gas
Fuel Supply Pressure: 5 psi.

Additional Characteristics

- One-pass horizontal fire tube boiler
- Combustion: Sealed
- Steel Tube Heat Exchange
- 40 – 800 HP (0.4 – 33.4mmBTU)
- Ox Rating: Less than 30ppm
- Certifications: ASME “H” stamp, UL
- 5-year (burner) | 20-year (shell)

STEAM BOILER - 1
Manufacturer: Sellers Boiler
Model Number: 125HP Model 105E
Maximum Design Pressure: 150 psi
Capacity: 4,313 lb. Steam/HR
Input BTU/HR: 5,231,000
Output BTU/HR: 4,184,000
Fuel: Natural Gas
Fuel Supply Pressure: 5 psi.

Work scope listed is not all inclusive:

- Disconnect Electrical
- Demo Necessary Interconnecting Piping
- Demo the existing Flue Vents
- Demo the Existing Sellers Boilers
- Clean and Prep Area for the New Equipment
- Set the (3) New Sellers Boiler in Place

- Install the (3) New Flue Vents to Existing Penetration
- Install Insulation and Metal Jacketing on New Flue Vents
- Install Supply and Return Piping to New Boilers from Header
- Insulation to Insulation to New Supply and return Piping
- Install Gas Piping to Existing Gas Connections
- Install Relief Valve and Drain Piping
- Fill System and Check for Leaks
- Reconnect Electrical to Boilers
- Replace 3-way mixing valve on Hot Water Line
- Startup Boiler to Manufacturers Specifications

Respondent must include a detailed price sheet to include Removal, Equipment, Installation and all other fees to be charged to the University pertaining to this solicitation.

End of this solicitation

TEXAS SOUTHERN UNIVERSITY

DEPARTMENT OF PROCUREMENT SERVICES

BID TABULATION SHEET

PROJECT TITLE: Hot Water/Steam Boiler Replacement
OPENING LOCATION: HH Room 333 **BID OPENING TIME:** 11:00 AM
PROJECT NO.: ITB # 717-26-735 **START TIME:** 1:21 PM
BID OPENING DATE: April 23, 2026 **FINISH TIME:** 1:42 PM

NAME OF BIDDER	TOTAL BID $	COMMENTS
American Mechanical Services (AMS)	$701,000.00	
Hunton Services	$1,177,218.40	
GCB Industries LLC	$798,824.00	
South Texas Boilers	$1,040,307.89	
Total Boiler	$899,702.26	

OPENED BY: Greg Williams **WITNESSED BY:** Mikla Lemelle

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Audit & Compliance

ITEM: Request Approval of Fiscal Year 2027 Risk-Based Audit Plan

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
The Fiscal Year 2027 Risk-Based Internal Audit Plan establishes Internal Audit's planned assurance and advisory engagements for the upcoming fiscal year.

Included is the risk assessment which serves as the foundation for the proposed Risk-Based Internal Audit Plan and is based on the results of the annual risk assessment.

Board approval is requested to fulfill the Board of Regents' governance and oversight responsibilities for the University's Internal Audit function and to authorize execution of the Fiscal Year 2027 Risk-Based Internal Audit Plan. Board approval is required by the Texas Internal Audit Act, internal audit professional standards, University MAPP and the Internal Audit Charter.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: The proposed audit plan will be executed within the approved Internal Audit budget.
Not-to-Exceed (NTE) | $1.0M
0001-11200-7253-30677 | State-Appropriated Funds

SUPPORTING DOCUMENTATION:

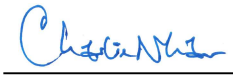
The following documentation is included:
- Risk Assessment Report
- Internal Audit Plan

RELATED BOARD BYLAW, POLICY AND/OR MAPP: MAPP Policy: 09.01.01-Internal Audit

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.2 Drive student success and outcomes
1.3 Grow total enrollment
2.3 Strengthen university partnerships
2.4 Grow research and doctoral education; advance toward R1
3.3 Invest in faculty and staff professional development
3.4 Update and expand physical spaces
3.5 Ensure long-term legacy — diversify revenues, grow endowment
4.1 Update and optimize technology platforms and data governance

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.



GENERAL COUNSEL

08/14/2026

DATE

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb
J'Maine Chubb (Aug 17, 2026 09:06:57 CDT)

08/17/2026

CHIEF FINANCIAL OFFICER | **DATE**

Audit Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable Federal, state, or local law or regulation, including specifically any state agency budgeting rules, and satisfies applicable auditing standards.

Clyde McNeil
Clyde McNeil (Sep 1, 2026 16:47:51 CDT)

09/01/2026

INTERNAL CHIEF AUDIT EXECUTIVE | **DATE**

James Crawford (Sep 2, 2026 20:14:35 CDT)

09/02/2026

PRESIDENT | **DATE**

Texas Southern University

Internal Audit Risk Assessment Report

July 24, 2026

weaver

Assurance • Tax • Advisory

CONTENTS

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Risk Maps 6

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Process Level Risk Rated Internal Audit Universe 19

July 24, 2026

Board of Regents
Texas Southern University
3100 Cleburne St
Houston, TX 77004

Dear Board of Regents:

We have completed our internal audit risk assessment, which included establishing a risk-based, prioritized internal audit universe for Texas Southern University. Enclosed you will find the following documentation which depicts the results of the assessment:

- Risk Assessment Results – Sorted High to Low
- Six Risk Maps depicting:
    1. All Activities
    2. High-rated Rated Activities
    3. Administration Activities
    4. Instructional and Student Service and University-Wide Activities
    5. Operations Activities
- Proposed 3-Year Internal Audit Plan
- Risk Rated Internal Audit Universe

The risk assessment was performed on May 1, 2026, and May 4, 2026, in accordance with the applicable Global Internal Audit Standards as prescribed by the Institute of Internal Auditors. The risk assessment process and the resulting risk-ranked internal audit universe were completed based on the existing operating conditions present at the time of the assessment. The audit universe and risk rankings will be updated at least annually to appropriately reflect the changing risk profile of Texas Southern University as organizational changes occur.

Inherent Risk Consideration
The risk rated audit universe for Texas Southern University was designed by weighting risk factors in significant activities of the University and establishing an overall risk-rank for each process. The risks were assessed for each process on the basis of the inherent risk related to each process. Inherent risk is the risk related to a process in its uncontrolled state, without consideration of any control activities Texas Southern University may have implemented to address those risks.

Risk Elements

Risk represents the degree of likelihood and the magnitude that an unfavorable event will impact a functional area's ability to meet Texas Southern University's objectives, as well as the speed at which the impact will occur and the duration of time that the event will impact Texas Southern University.

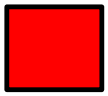
- Probability – The likelihood that the risk category intentionally or unintentionally influences the significant financial and operational activities of the organization.
- Impact – The impact assessment is composed of the following three factors:
    - Magnitude – The scale of the influence that a risk category bears over the significant financial and operational activities of the organization.
    - Persistence – The duration of time of which influential events naturally occur within a risk category.
    - Velocity – The speed at which the impact affects the organization after the occurrence of an influential event.

Risk Mapping

Risk maps have been prepared for the combined universe, as well as separately for the high-rated risk-rated activities, Administration, Instructional and Student Service and University-Wide, and Operations activities. Each area naturally lends itself to a particular audit scope. These areas include policies and procedures, operational, compliance and internal audit, with internal audit defined as loss mitigation, asset protection and fraud prevention. Each significant activity has been plotted onto the risk map to visually illustrate the overall balance of the universe. The risk maps plot each audit area based on its probability of error, fraud or misstatement, and the area's impact on Texas Southern University resulting from potential error, fraud or misstatement. Areas plotted in the red region should be prioritized for evaluation, while areas in the yellow and green regions may be evaluated in future periods. The risk maps are split into four quadrants that assist in prioritizing response efforts to ensure higher risk areas are considered for evaluation first. The four quadrants are described below:



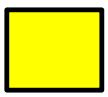
Moderate (Higher Probability)
Impact < 2.5 , Probability > 2.5
Areas of lower inherent exposure (impact) with a higher likelihood of occurrence (probability) should be monitored.



High
Impact > 2.5 , Probability > 2.5
Areas of high inherent exposure (impact) with a higher likelihood of occurrence (probability) must be a key priority for controls.



Low
Impact < 2.5 , Probability < 2.5
Areas of lower inherent exposure (impact) with a lower likelihood of occurrence (probability) may generate opportunities to optimize the process and controls for efficiency.



Moderate (Higher Impact)
Impact > 2.5 , Probability < 2.5
Areas of high inherent exposure (impact) with a lower likelihood of occurrence (probability) may be consciously accepted by the organization.

Based on the risk assessment, we have prepared a recommended three-year Internal Audit Plan for Texas Southern University. The Internal Audit Plan was developed with considerations for prior internal audits, third party compliance monitoring, emerging risks, and alignment with the University strategic initiatives.

If you have any questions or concerns, please contact me directly. We have enjoyed working with you throughout this process.

Sincerely,

Daniel Graves

Daniel Graves, CPA, CCA
Partner, Governance Risk and Compliance
Chief Audit Executive

Texas Southern University
Risk Assessment Results
Sorted High to Low
July 2026

Summary: Responses to the internal audit risk assessment were accumulated and input into the Workbook below. The risk factors were assigned weightings. For each process area and activity, an average of the probability, impact, and overall average was calculated and weighted by each risk factor. For each significant activity, a risk quadrant was assigned based on the weighted probability and impact. Each activity was assigned a High, Moderate, or Low evaluation based on these results of assessment as expressed in the "Overall Average". Determination of this evaluation was based on the following scale:

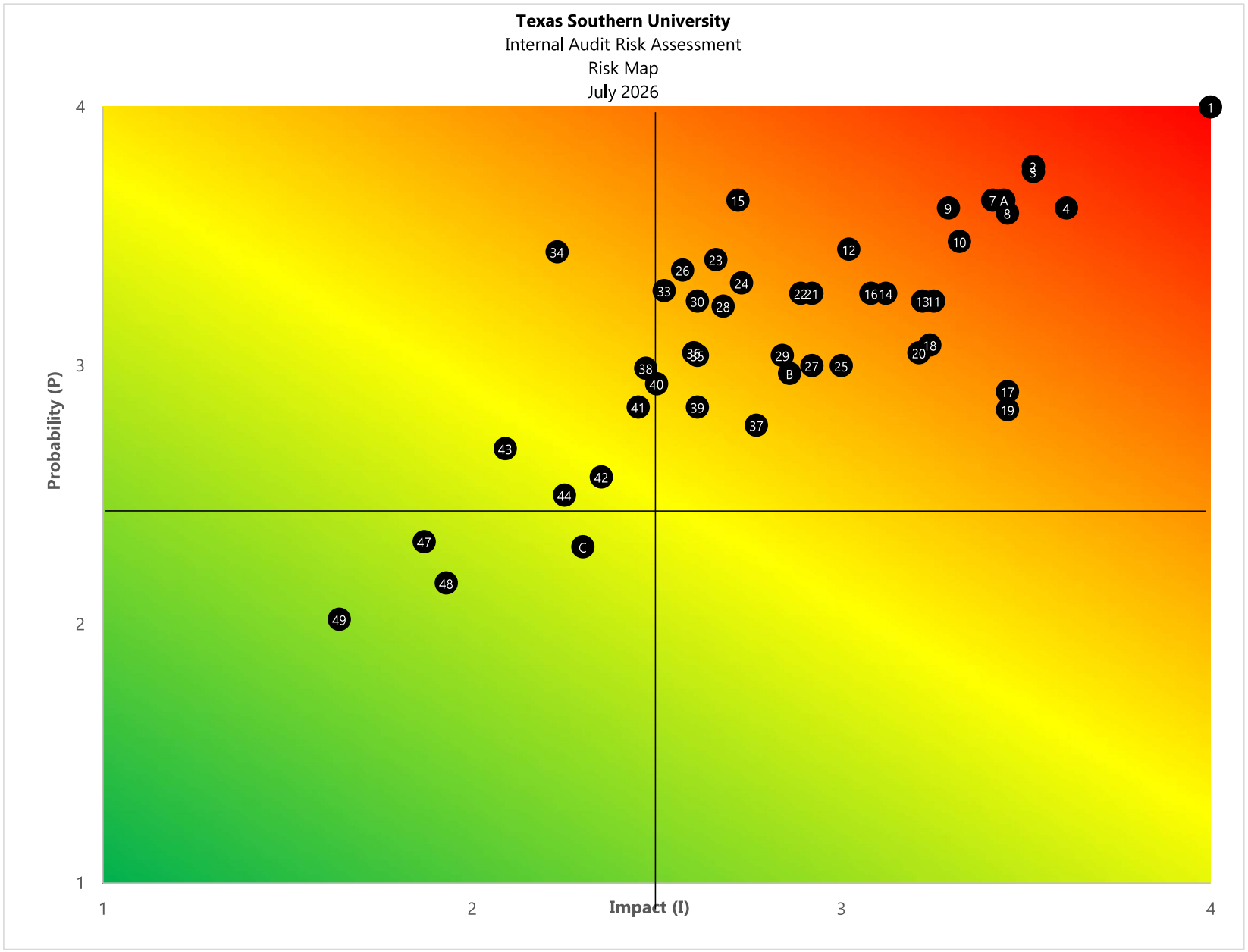
High	An overall average rating of 3.18 or higher is considered High.
Moderate	An overall average rating from 2.90 to 3.17 is considered Moderate.
Low	An overall average rating of 2.89 or less is considered Low.

P	Probability
I	Impact

		2026 Risk Assessment												
Rank	**Process Area**	**Risk Factor**	**Financial and Fraud Risk**		**Information Technology Risk**		**Students and Programs Risk**		**Human Capital and Operational Risk**		**Reputational Risk**		**Composite**		
		Activity Type	**P**	**I**	**P**	**I**	**P**	**I**	**P**	**I**	**P**	**I**	**P**	**I**	**Total**
1	Information Security	Operations Activities	4	4	4	4	4	4	4	4	4	4	4.00	4.00	**4.00**
2	Information Technology General Controls	Operations Activities	3	3	4	4	4	4	4	4	3	4	3.52	3.77	**3.65**
3	Disaster Recovery / Business Continuity Planning	Operations Activities	3	4	4	4	4	4	4	4	3	3	3.52	3.75	**3.64**
4	Campus Operations	Operations Activities	3	3	3	3	4	4	3	3	4	4	3.45	3.45	**3.45**
5	Contract Administration	Administration Activities	4	4	3	3	2	3	4	4	4	4	3.44	3.64	**3.54**
6	Purchasing	Administration Activities	4	4	3	3	2	3	4	4	4	4	3.44	3.64	**3.54**
7	Institutional Research and Reporting	Instructional and Student Service Activities	3	4	4	4	3	3	3	3	3	3	3.16	3.39	**3.28**
8	Financial Aid	Instructional and Student Service Activities	3	4	3	4	4	4	3	3	4	3	3.45	3.59	**3.52**
9	Law Enforcement and Security	Operations Activities	3	3	2	3	4	4	3	4	4	4	3.29	3.61	**3.45**
10	Budget and Planning	Administration Activities	4	4	2	3	3	3	3	3	4	4	3.32	3.48	**3.40**
11	Accreditation Standards	Instructional and Student Service Activities	3	3	3	3	3	3	3	3	4	4	3.25	3.25	**3.25**
12	Environmental Health and Safety	Operations Activities	2	3	2	2	3	4	4	4	4	4	3.02	3.45	**3.24**
13	Admissions	Instructional and Student Service Activities	2	3	3	3	4	3	3	3	4	4	3.22	3.25	**3.24**
14	Investments	Administration Activities	4	4	2	4	2	2	3	2	4	4	3.12	3.28	**3.20**
15	Accounts Payable and Disbursements	Administration Activities	4	4	3	3	1	2	3	3	4	4	3.08	3.28	**3.18**
16	Registrar	Instructional and Student Service Activities	2	4	3	4	4	3	3	3	2	4	2.72	3.64	**3.18**
17	Athletics (Division I)	Instructional and Student Service Activities	3	2	3	2	4	4	3	2	4	4	3.45	2.90	**3.18**

Texas Southern University
Risk Assessment Results
Sorted High to Low
July 2026

Rank	Process Area	2026 Risk Assessment												
		Risk Factor	Financial and Fraud Risk		Information Technology Risk		Students and Programs Risk		Human Capital and Operational Risk		Reputational Risk		Composite		
		Activity Type	P	I	P	I	P	I	P	I	P	I	P	I	Total
18	Cash Management	Administration Activities	4	4	4	4	1	1	3	2	4	4	3.24	3.08	**3.16**
19	Bursar	Administration Activities	3	1	3	3	4	4	3	2	4	4	3.45	2.83	**3.14**
20	Revenue	Administration Activities	3	3	4	4	2	2	3	2	4	4	3.21	3.05	**3.13**
21	Financial Close	Administration Activities	4	4	2	3	1	2	3	3	4	4	2.92	3.28	**3.10**
22	Purchasing Cards	Administration Activities	3	4	2	3	2	2	3	3	4	4	2.89	3.28	**3.09**
23	Communications and Marketing	Operations Activities	2	3	3	4	2	3	2	3	4	4	2.66	3.41	**3.04**
24	Database Administration / ERP	Operations Activities	2	3	4	4	2	3	3	4	3	4	2.73	3.57	**3.15**
25	Risk Management and Asset Protection	Administration Activities	3	3	3	3	3	3	3	3	3	3	3.00	3.00	**3.00**
26	Human Resource Administration	Administration Activities	2	3	3	4	2	2	3	4	3	4	2.57	3.37	**2.97**
27	Reporting	Administration Activities	4	3	2	3	1	3	3	3	4	3	2.92	3.00	**2.96**
28	Grant Management	Administration Activities	3	4	2	3	3	3	2	3	3	3	2.68	3.23	**2.96**
29	Housing/Cafeteria Services	Instructional and Student Service Activities	3	3	2	2	3	4	3	3	3	3	2.84	3.04	**2.94**
30	Student Life	Instructional and Student Service Activities	2	3	3	3	3	3	2	3	3	4	2.61	3.25	**2.93**
31	Student Services - Academic	Instructional and Student Service Activities	2	2	2	3	3	4	3	3	4	3	2.86	2.97	**2.92**
32	Student Services - Non-Academic	Instructional and Student Service Activities	2	2	2	3	3	4	3	3	4	3	2.86	2.97	**2.92**
33	Construction Management	Operations Activities	3	3	1	2	3	4	2	3	3	4	2.52	3.29	**2.91**
34	Payroll	Administration Activities	3	4	2	4	2	2	2	3	2	4	2.23	3.44	**2.84**
35	Academics and Curricular Activities	Instructional and Student Service Activities	2	3	3	3	3	4	2	2	3	3	2.61	3.04	**2.83**
36	Capital Assets	Administration Activities	3	3	3	3	1	2	3	3	3	4	2.60	3.05	**2.83**
37	Online Learning	Instructional and Student Service Activities	2	2	3	3	3	3	3	3	3	3	2.77	2.77	**2.77**
38	Youth Protection	Operations Activities	1	1	1	2	3	4	3	4	4	4	2.47	2.99	**2.73**
39	Strategy and Operations	University-Wide Activities	2	3	3	3	3	3	2	2	3	3	2.61	2.84	**2.73**
40	Development	University-Wide Activities	2	3	2	2	2	3	2	2	4	4	2.50	2.93	**2.72**
41	Grounds and Maintenance	Operations Activities	2	3	1	2	3	3	3	3	3	4	2.45	3.09	**2.77**
42	Inventory Control	Administration Activities	3	2	3	3	1	2	3	3	2	3	2.35	2.57	**2.46**
43	Fleet Management	Operations Activities	2	3	1	2	2	3	2	2	3	3	2.09	2.68	**2.39**
44	Facilities Rental	Operations Activities	2	2	2	2	2	2	2	2	3	4	2.25	2.50	**2.38**
45	Bond Issuance	Administration Activities	2	2	1	1	1	1	3	3	4	4	2.30	2.30	**2.30**
46	Debt and Other Liabilities	Administration Activities	2	2	1	1	1	1	3	3	4	4	2.30	2.30	**2.30**
47	Governance	University-Wide Activities	3	3	2	1	1	2	1	2	2	3	1.87	2.32	**2.10**
48	Application Selection / Development	Operations Activities	1	2	3	2	2	2	2	3	2	2	1.93	2.16	**2.05**
49	Benefits Administration	Administration Activities	2	1	2	2	1	2	1	2	2	3	1.64	2.02	**1.83**



Points with Multiple References: (A): 5, 6 ; (B): 31, 32 ; (C): 45, 46

Texas Southern University

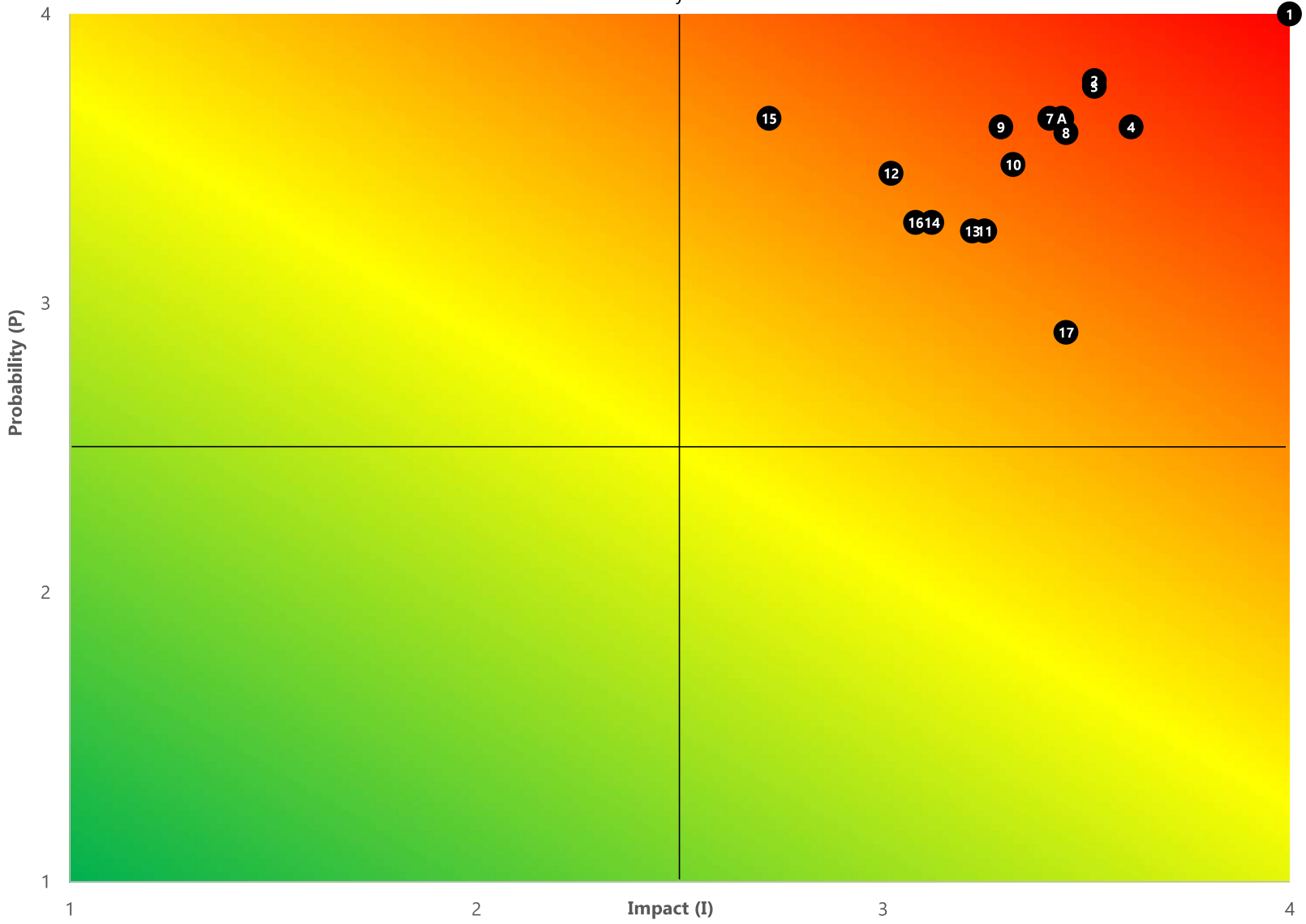
Internal Audit Risk Assessment

Risk Map Legend

July 2026

Plot Number	Process Area	Activity Type	Matrix Position
1	Information Security	Operations Activities	High
2	Information Technology General Controls	Operations Activities	High
3	Disaster Recovery / Business Continuity Planning	Operations Activities	High
4	Campus Operations	Operations Activities	High
5	Contract Administration	Administration Activities	High
6	Purchasing	Administration Activities	High
7	Institutional Research and Reporting	Instructional and Student Service Activities	High
8	Financial Aid	Instructional and Student Service Activities	High
9	Law Enforcement and Security	Operations Activities	High
10	Budget and Planning	Administration Activities	High
11	Accreditation Standards	Instructional and Student Service Activities	High
12	Environmental Health and Safety	Operations Activities	High
13	Admissions	Instructional and Student Service Activities	High
14	Investments	Administration Activities	High
16	Accounts Payable and Disbursements	Administration Activities	High
15	Registrar	Instructional and Student Service Activities	High
17	Athletics (Division I)	Instructional and Student Service Activities	High
18	Cash Management	Administration Activities	Moderate
19	Bursar	Administration Activities	Moderate
20	Revenue	Administration Activities	Moderate
21	Financial Close	Administration Activities	Moderate
22	Purchasing Cards	Administration Activities	Moderate
23	Communications and Marketing	Operations Activities	Moderate
24	Database Administration / ERP	Operations Activities	Moderate
25	Risk Management and Asset Protection	Administration Activities	Moderate
26	Human Resource Administration	Administration Activities	Moderate
27	Reporting	Administration Activities	Moderate
28	Grant Management	Administration Activities	Moderate
29	Housing/Cafeteria Services	Instructional and Student Service Activities	Moderate
30	Student Life	Instructional and Student Service Activities	Moderate
31	Student Services - Academic	Instructional and Student Service Activities	Moderate
32	Student Services - Non-Academic	Instructional and Student Service Activities	Moderate
33	Construction Management	Operations Activities	Moderate
34	Payroll	Administration Activities	Low
35	Academics and Curricular Activities	Instructional and Student Service Activities	Low
36	Capital Assets	Administration Activities	Low
37	Online Learning	Instructional and Student Service Activities	Low
38	Youth Protection	Operations Activities	Low
39	Strategy and Operations	University-Wide Activities	Low
40	Development	University-Wide Activities	Low
41	Grounds and Maintenance	Operations Activities	Low
42	Inventory Control	Administration Activities	Low
43	Fleet Management	Operations Activities	Low
44	Facilities Rental	Operations Activities	Low
45	Bond Issuance	Administration Activities	Low
46	Debt and Other Liabilities	Administration Activities	Low
47	Governance	University-Wide Activities	Low
48	Application Selection / Development	Operations Activities	Low
49	Benefits Administration	Administration Activities	Low

Texas Southern University
Internal Audit Risk Assessment
High Rated Process Areas - Risk Map
July 2026



Points with Multiple References: (A): 5, 6

Texas Southern University

Internal Audit Risk Assessment

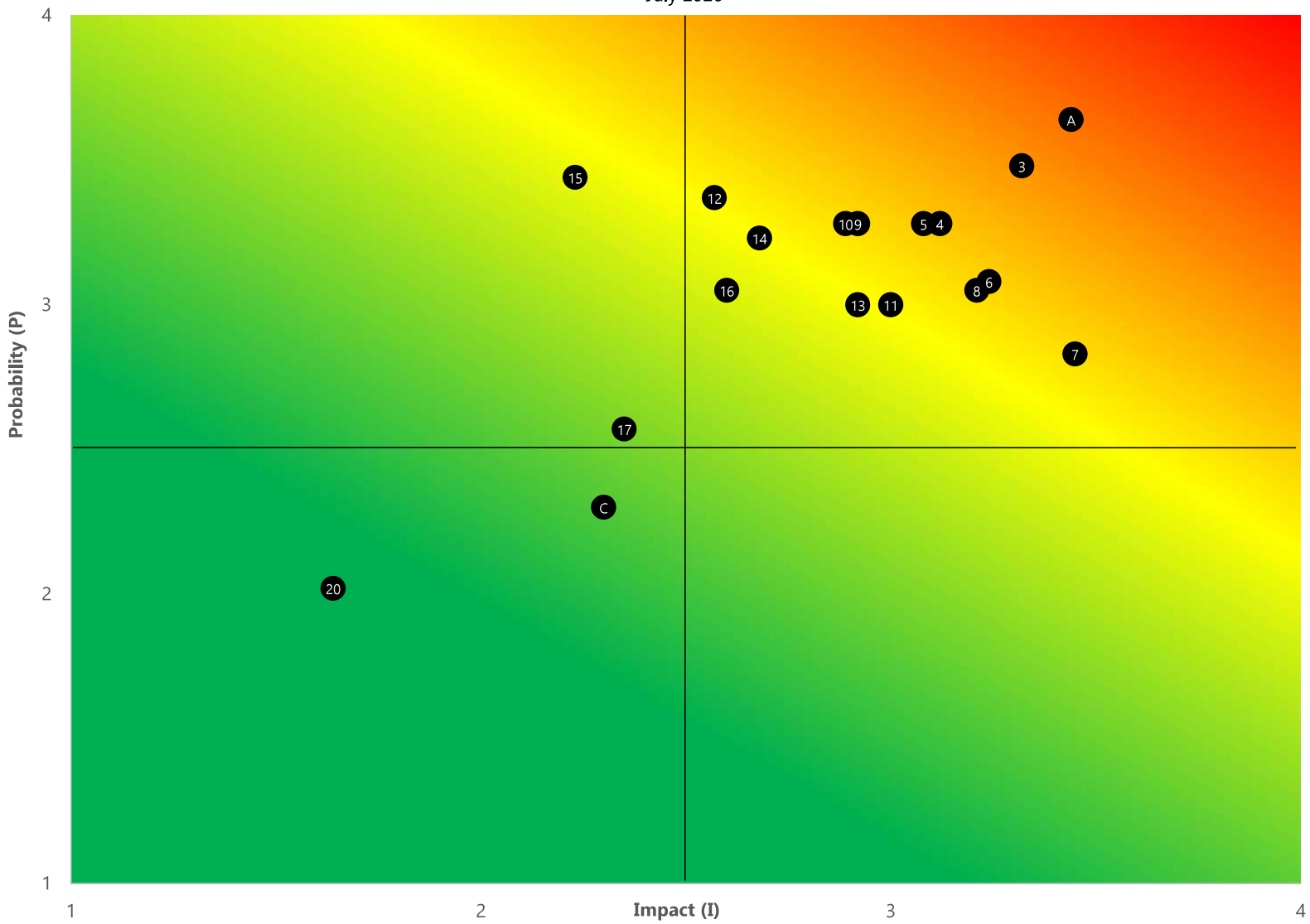
High Rated Process Areas - Risk Map Legend

July 2026

Plot Number	Process Area	Activity Type
1	Information Security	Operations Activities
2	Information Technology General Controls	Operations Activities
3	Disaster Recovery / Business Continuity Planning	Operations Activities
4	Campus Operations	Operations Activities
5	Contract Administration	Administration Activities
6	Purchasing	Administration Activities
7	Institutional Research and Reporting	Instructional and Student Service Activities
8	Financial Aid	Instructional and Student Service Activities
9	Law Enforcement and Security	Operations Activities
10	Budget and Planning	Administration Activities
11	Accreditation Standards	Instructional and Student Service Activities
12	Environmental Health and Safety	Operations Activities
13	Admissions	Instructional and Student Service Activities
14	Investments	Administration Activities
15	Accounts Payable and Disbursements	Administration Activities
16	Registrar	Instructional and Student Service Activities
17	Athletics (Division I)	Instructional and Student Service Activities

* All of the Top 17 Process Areas are **High** Risk

Texas Southern University
Internal Audit Risk Assessment
Administration Activities - Risk Map
July 2026



Points with Multiple References: (A): 1, 2 ; (C): 18, 19

Texas Southern University

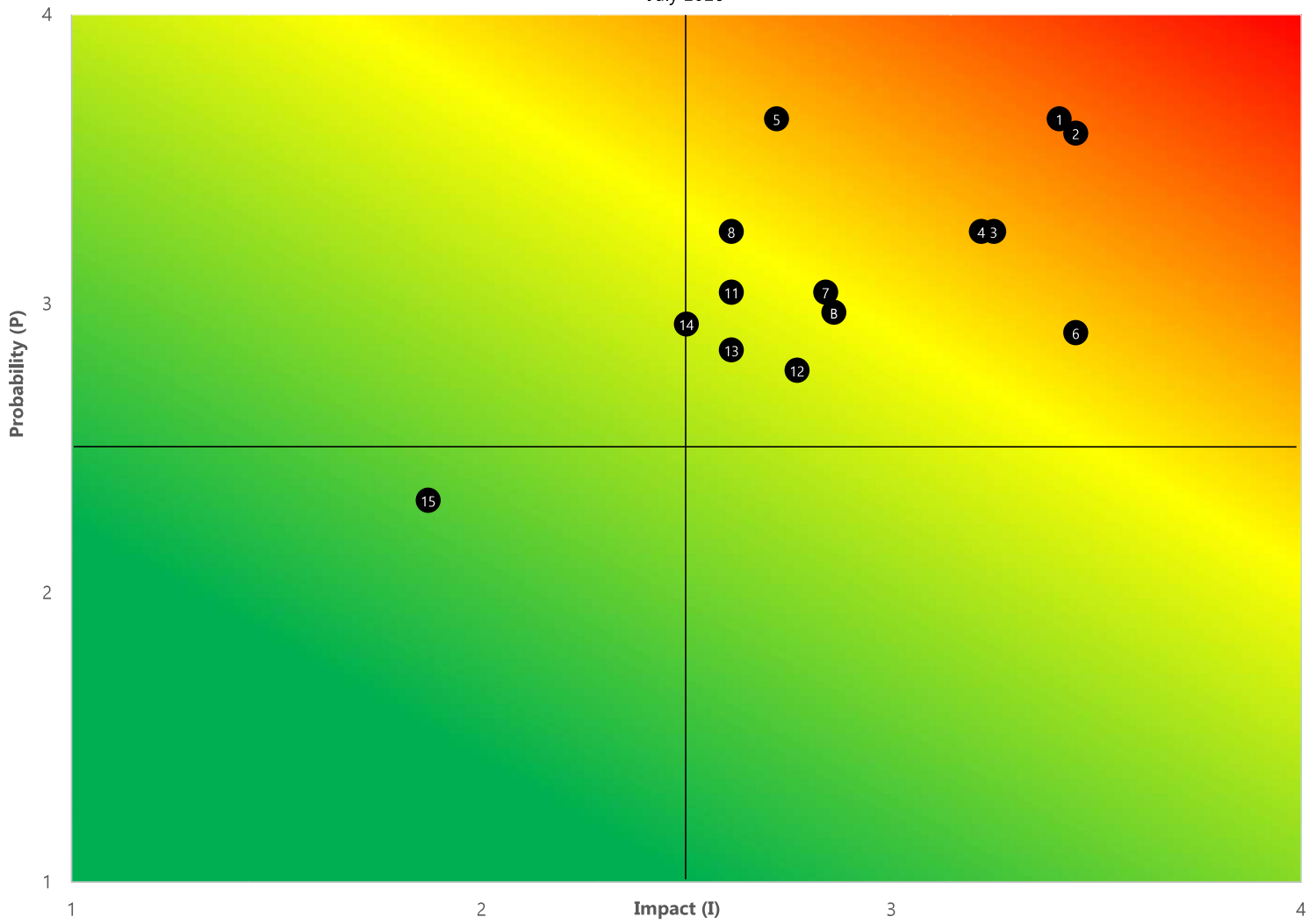
Internal Audit Risk Assessment

Administration Activities Process Areas - Risk Map Legend

July 2026

Plot Number	Process Area	Activity Type	Matrix Position
1	Contract Administration	Administration Activities	High
2	Purchasing	Administration Activities	High
3	Budget and Planning	Administration Activities	High
4	Investments	Administration Activities	High
5	Accounts Payable and Disbursements	Administration Activities	High
6	Cash Management	Administration Activities	Moderate
7	Bursar	Administration Activities	Moderate
8	Revenue	Administration Activities	Moderate
9	Financial Close	Administration Activities	Moderate
10	Purchasing Cards	Administration Activities	Moderate
11	Risk Management and Asset Protection	Administration Activities	Moderate
12	Human Resource Administration	Administration Activities	Moderate
13	Reporting	Administration Activities	Moderate
14	Grant Management	Administration Activities	Moderate
15	Payroll	Administration Activities	Low
16	Capital Assets	Administration Activities	Low
17	Inventory Control	Administration Activities	Low
18	Bond Issuance	Administration Activities	Low
19	Debt and Other Liabilities	Administration Activities	Low
20	Benefits Administration	Administration Activities	Low

Texas Southern University
Internal Audit Risk Assessment
Instructional and Student Service and University-Wide Activities - Risk Map
July 2026



Points with Multiple References: (B): 9, 10

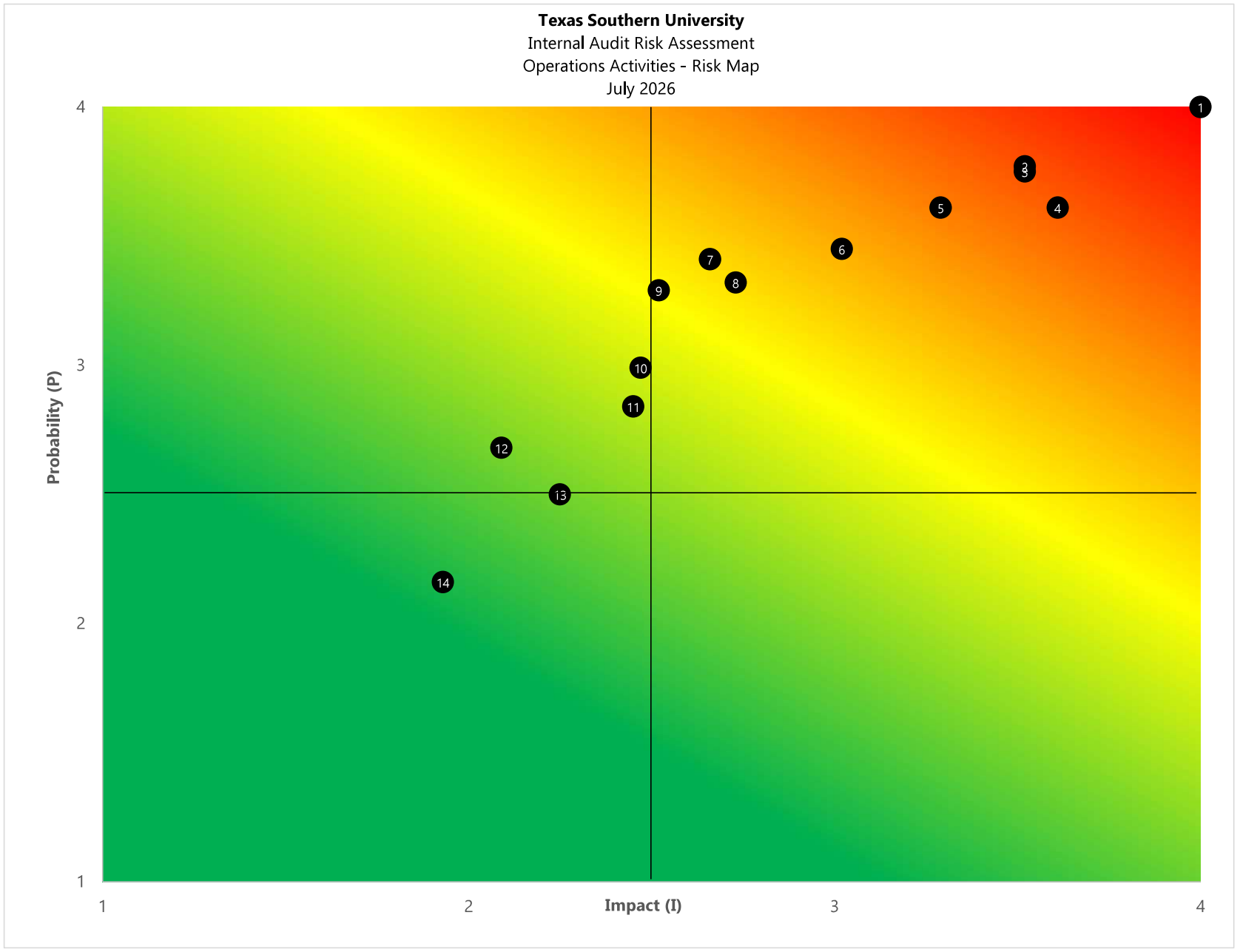
Texas Southern University

Internal Audit Risk Assessment

Instructional and Student Service and University-Wide Activites - Risk Map Legend

July 2026

Plot Number	Process Area	Activity Type	Matrix Position
1	Institutional Research and Reporting	Instructional and Student Service Activities	High
2	Financial Aid	Instructional and Student Service Activities	High
3	Accreditation Standards	Instructional and Student Service Activities	High
4	Admissions	Instructional and Student Service Activities	High
5	Registrar	Instructional and Student Service Activities	High
6	Athletics (Division I)	Instructional and Student Service Activities	High
7	Housing/Cafeteria Services	Instructional and Student Service Activities	Moderate
8	Student Life	Instructional and Student Service Activities	Moderate
9	Student Services - Academic	Instructional and Student Service Activities	Moderate
10	Student Services - Non-Academic	Instructional and Student Service Activities	Moderate
11	Academics and Curricular Activities	Instructional and Student Service Activities	Low
12	Online Learning	Instructional and Student Service Activities	Low
13	Strategy and Operations	University-Wide Activities	Low
14	Development	University-Wide Activities	Low
15	Governance	University-Wide Activities	Low


Texas Southern University
Internal Audit Risk Assessment
Operations Activities - Risk Map
July 2026
Probability (P)
Impact (I)
1
2
3
4
1
2
3
4
5
6
7
8
9
10
11
12
13
14

Texas Southern University

Internal Audit Risk Assessment

Operations Activities Process Areas - Risk Map Legend

July 2026

Plot Number	Process Area	Activity Type	Matrix Position
1	Information Security	Operations Activities	High
2	Information Technology General Controls	Operations Activities	High
3	Disaster Recovery / Business Continuity Planning	Operations Activities	High
4	Campus Operations	Operations Activities	High
5	Law Enforcement and Security	Operations Activities	High
6	Environmental Health and Safety	Operations Activities	High
7	Communications and Marketing	Operations Activities	Moderate
8	Database Administration / ERP	Operations Activities	Moderate
9	Construction Management	Operations Activities	Moderate
10	Youth Protection	Operations Activities	Low
11	Grounds and Maintenance	Operations Activities	Low
12	Fleet Management	Operations Activities	Low
13	Facilities Rental	Operations Activities	Low
14	Application Selection / Development	Operations Activities	Low

Texas Southern University
Proposed Internal Audit Plan
Fiscal Year 2027

Audit Area	Risk Rating	Summary Procedures	Audit Focus
		2027 New Audits	
Information Security	**High**	Internal audit will include an evaluation of the processes and internal controls in place related to the University's **Security Incident Response** processes.	Internal Audit
Information Technology Services	**High**	Internal audit will include an evaluation of the processes and internal controls in place related to the University's **Access Administration** processes.	Internal Audit
Contract Administration	**High**	Internal audit will include an evaluation of the processes and internal controls in place related to the University's **Contract Administration** processes. Activities to be evaluated will include contract ownership, monitoring, and services evaluation.	Internal Audit
Public Funds Investment Act (PFIA)	**High**	Internal audit will include an evaluation of the University's compliance with the **Public Funds Investment Act (PFIA).** Activities to be evaluated will include investment policies, internal controls over investments, and investment reporting.	Biennial Requirement
Construction Management	**Moderate**	Internal audit will include an evaluation of the processes and internal controls in place related to the University's **Construction Management** processes. Activities to be evaluated will include construction administration, construction plan approval and contract, change management, and project reporting.	Internal Audit
Grant Management	**Moderate**	Internal audit will include an evaluation of the processes and internal controls in place related to the University's **Grant Management** processes. Activities to be evaluated will include grant administration, grant monitoring, grant funds reconciliaiton, and grant reporting and compliance. The audit will assess whether grant funds are appropriately administered, monitored, and expended in accordance with grant agreements, approved budgets, performance requirements, and applicable regulations to ensure the University achieves the objectives and commitments established in grant applications and award documents.	Internal Audit
SB 17	**NA**	Internal Audit will include an evaluation of the University's compliance with **SB 17 requirements** and the design and effectiveness of controls supporting required Board certification and readiness for periodic State Auditor compliance audits.	Internal Audit
HB 127	**NA**	Internal Audit will include an evaluation of the University's compliance with **HB 127 requirements** and the design and effectiveness of controls supporting required Board certification and readiness for periodic State Auditor compliance audits.	Internal Audit
		2027 Recurring Engagements	
Continuous Monitoring	N/A	Develop and conduct periodic monitoring over key controls.	Ongoing Monitoring
Purchasing		Conduct annual assessment over whether the institution has adopted the rules and policies required by TEC §51.9337.	Annual Requirement
Fraud, Waste and Abuse Investigations		Conduct investigations of **fraud, waste, and abuse reports** as well as monitoring of the **Ethics Point hotline** system.	Compliance
Internal Audit Follow Ups		Internal Audit will include follow-up procedures to verify that corrective action has been performed on the outstanding open findings.	Internal Audit Follow-Up
		2027 Annual Requirements	
Project Management	N/A	Track overall audit procedures, coordinate audit activities, risk committee participation, and report to management (bi-weekly status to President).	Project Management
Risk Assessment Update and IA Plan		Internal audit will facilitate a University-wide risk assessment refresh to update the strategic, multi-year internal audit plan.	Policy Compliance
Annual and Board Reporting		Prepare and submit required Annual Audit Report and quarterly reports of audit activities to the Audit Committee and Board.	Policy Compliance

Texas Southern University

3 Year Internal Audit Plan

Fiscal Year 2028

Audit Area	Risk Rating	Summary Procedures	Audit Focus
FY28 New Audits			
Disaster Recovery	**High**	Internal audit will include an evaluation of the processes and internal controls in place related to the University's Disaster Recovery processes. Activities to be evaluated will include governance and risk assessment, recovery planning and documentation, backup and reovery operations, recovery infrastrucure and execution readiness, and testing and maintenance.	Internal Audit
Campus Operations	**High**	Internal audit will include an evaluation of the processes and internal controls in place related to the University's Campus Operations processes. Activities to be evaluated will include campus management, room and space planning, custodial, staffing and scheduling, and room scheduling and set-up.	Internal Audit
Budget and Planning	**High**	Internal audit will include an evaluation of the processes and internal controls in place related to the University's Budget and Planning processes. Activities to be evaluated will include strategic planning and budget development, budget review, approval, and governance, budget execution and resource allocation, and budget monitoring and reporting.	Internal Audit
Environmental Health and Safety	**High**	Internal audit will include an evaluation of the processes and internal controls in place related to the University's Environmental Health and Safety processes. Activities to be evaluated will include EHS governance and regulatory compliance, safety training and awareness, incident management, lab safety, environmental and capus safety operations, and emergency preparedness.	Internal Audit
FY28 Reoccuring Engagements			
Continuous Monitoring	N/A	Develop and conduct periodic monitoring over key controls.	Ongoing Monitoring
Purchasing		Conduct annual assessment over whether the institution has adopted the rules and policies required by TEC §51.9337.	Annual Requirement
Information Security		Conduct limited procedures over user access.	Ongoing Monitoring
Fraud, Waste and Abuse Investigations		Conduct investigations of fraud, waste, and abuse reports as well as monitoring of the Ethics Point hotline system.	Compliance
Internal Audit Follow Ups		Internal Audit will include follow-up procedures to verify that corrective action has been performed on the outstanding open findings.	Internal Audit Follow-Up
Special Projects		Assistance with special or other projects outside of those included in this plan.	Internal Audit
FY28 Annual Requirements			
Project Management	N/A	Track overall audit procedures, coordinate audit activities, risk committee participation, and report to management (bi-weekly status to President).	Project Management
Risk Assessment Update and IA Plan		Internal audit will facilitate a University-wide risk assessment refresh to update the strategic, multi-year internal audit plan.	Policy Compliance
Annual and Board Reporting		Prepare and submit required Annual Audit Report and quarterly reports of audit activities to the Audit Committee and Board.	Policy Compliance

Texas Southern University

3 Year Internal Audit Plan

Fiscal Year 2029

Audit Area	Risk Rating	Summary Procedures	Audit Focus
FY29 New Audits			
Information Technology General Controls	**High**	Internal audit will include an evaluation of the processes and internal controls in place related to the University's Change Management processes.	Internal Audit
Law Enforcement and Security	**High**	Internal audit will include an evaluation of the processes and internal controls in place related to the University's Law Enforcement and Security processes. Activities to be evaluated will include campus police and security, emergency management and response services, physical security and access management, security monitoring and investigations, and TCLEOSE certification.	Internal Audit
Accreditation Standards	**High**	Internal audit will include an evaluation of the processes and internal controls in place related to the University's Accreditation Standards processes. Activities to be evaluated will include standards compliance, third party validation, program effectiveness and evaluation, academic outcome review, student assessments, and instruction program review (IPR).	Internal Audit
Athletics	**High**	Internal audit will include an evaluation of the processes and internal controls in place related to the University's Athletics processes. Activities to be evaluated will include NCAA regulations (D1), athletic scholarships, athletic games / events including ticket sales, NIL compliance, event safety, and student welfare safety (including travel).	Internal Audit
Public Funds Investment Act (PFIA)	**High**	Internal audit will include an evaluation of the University's compliance with the Public Funds Investment Act (PFIA). Activities to be evaluated will include investment policies, internal controls over investments, and investment reporting.	Biennial Requirement
FY29 Reoccuring Engagements			
Continuous Monitoring	N/A	Develop and conduct periodic monitoring over key controls.	Ongoing Monitoring
Purchasing		Conduct annual assessment over whether the institution has adopted the rules and policies required by TEC §51.9337.	Annual Requirement
Information Security		Conduct limited procedures over user access.	Ongoing Monitoring
Fraud, Waste and Abuse Investigations		Conduct investigations of fraud, waste, and abuse reports as well as monitoring of the Ethics Point hotline system.	Compliance
Internal Audit Follow Ups		Internal Audit will include follow-up procedures to verify that corrective action has been performed on the outstanding open findings.	Internal Audit Follow-Up
Special Projects		Assistance with special or other projects outside of those included in this plan.	Internal Audit
FY29 Annual Requirements			
Project Management	N/A	Track overall audit procedures, coordinate audit activities, risk committee participation, and report to management (bi-weekly status to President).	Project Management
Risk Assessment Update and IA Plan		Internal audit will facilitate a University-wide risk assessment refresh to update the strategic, multi-year internal audit plan.	Policy Compliance
Annual and Board Reporting		Prepare and submit required Annual Audit Report and quarterly reports of audit activities to the Audit Committee and Board.	Policy Compliance

Texas Southern University
Risk Assessment Workbook
July 2026

Risk Factor	2026 Risk Assessment												
	Financial and Fraud Risk		Information Technology Risk		Students and Programs Risk		Human Capital and Operational Risk		Reputational Risk		Composite		
SIGNIFICANT ACTIVITIES	P	I	P	I	P	I	P	I	P	I	P	I	Total
University-Wide Activities													
Strategy and Operations	2	3	3	3	3	3	2	2	3	3	**2.61**	**2.84**	**2.73**
Executive Office													
Academic Plan													
Administrative Plan													
Strategic Plan													
Campus Continuity at Off-Site Locations													
Governance	3	3	2	1	1	2	1	2	2	3	**1.87**	**2.32**	**2.10**
University Policies and Procedures Development and Approval													
Community Relations													
Board Relations and Elections													
Internal Audits, including Fraud and Ethics Hotline													
Legal Affairs (General Counsel)													
Development	2	3	2	2	2	3	2	2	4	4	**2.50**	**2.93**	**2.72**
TSU Foundation Relations													
Alumni Relations													
Donor Relations													
Fundraising Activities													
Instructional and Student Service Activities													
Financial Aid	3	4	3	4	4	4	3	3	4	3	**3.45**	**3.59**	**3.52**
Eligibility													
Award and Packaging													
Disbursement													
Return of Title IV													
Satisfactory Academic Progress (SAP)													
Tuition Waivers													
Admissions	2	3	3	3	4	3	3	3	4	4	**3.22**	**3.25**	**3.24**
Recruiting and Campus Events													
Enrollment Marketing													
Application Processing													
International Admissions													
Student Classification													
Residency Classification													

Texas Southern University
Risk Assessment Workbook
July 2026

	2026 Risk Assessment												
Risk Factor	**Financial and Fraud Risk**		**Information Technology Risk**		**Students and Programs Risk**		**Human Capital and Operational Risk**		**Reputational Risk**		**Composite**		
SIGNIFICANT ACTIVITIES	**P**	**I**	**P**	**I**	**P**	**I**	**P**	**I**	**P**	**I**	**P**	**I**	**Total**
Registrar	2	4	3	4	4	3	3	3	2	4	**2.72**	**3.64**	**3.18**
Student Records and Information													
Course Entry													
Registration and Enrollment													
Assessment of Transfer Credit													
Certified Rolls, Course Completion, and Student Standing													
Transcripting													
Graduation													
Student and Course Reporting													
Veterans													
Student Services - Academic	2	2	2	3	3	4	3	3	4	3	**2.86**	**2.97**	**2.92**
Academic Advising													
Student Assessments													
Tutoring													
Student Services - Non-Academic	2	2	2	3	3	4	3	3	4	3	**2.86**	**2.97**	**2.92**
Student Counseling													
Students with Disabilities													
Career Services: Placement and Recruitment													
Student Disciplinary Action													
Student Health Services													
Academics and Curricular Activities	2	3	3	3	3	4	2	2	3	3	**2.61**	**3.04**	**2.83**
Course Substitutions													
Curriculum Standards and Development													
Study Abroad Program													
Graduate Programs													
Internships													
Tutoring													
Online Learning	2	2	3	3	3	3	3	3	3	3	**2.77**	**2.77**	**2.77**
Undergraduate													
Graduate													
Online Testing/Integrity/Technology													
Accreditation Standards	3	3	3	3	3	3	3	3	4	4	**3.25**	**3.25**	**3.25**
Standards Compliance													
Third Party Validation													
Program Effectiveness and Evaluation													
Academic Outcome Review													
Student Assessments													
Instruction Program Review (IPR)													

Texas Southern University
Risk Assessment Workbook
July 2026

Risk Factor	2026 Risk Assessment												
	Financial and Fraud Risk		Information Technology Risk		Students and Programs Risk		Human Capital and Operational Risk		Reputational Risk		Composite		
SIGNIFICANT ACTIVITIES	P	I	P	I	P	I	P	I	P	I	P	I	Total
Student Life	2	3	3	3	3	3	2	3	3	4	**2.61**	**3.25**	**2.93**
Social Clubs/Special Interest Groups													
Intramural Sports													
Campus Activities and Events													
New Student Orientation													
Childcare													
Student Recreation Center													
Student Leadership													
Housing/Cafeteria Services	3	3	2	2	3	4	3	3	3	3	**2.84**	**3.04**	**2.94**
Student Housing													
Food Services and Safety													
Institutional Research and Reporting	3	4	4	4	2	2	3	3	3	3	**2.96**	**3.19**	**3.08**
Enrollment Status Reporting													
Compliance Reporting													
Athletics (Division I)	3	2	3	2	4	4	3	2	4	4	**3.45**	**2.90**	**3.18**
NCAA Regulations (Including Alum, Monitoring)													
Athletic Scholarships													
Athletic Games/Events Including Ticket Sales													
NIL Compliance and Revenue Sharing													
Event Safety													
Student Welfare Safety (Including Travel)													
Operations Activities													
Communications and Marketing	2	3	3	4	2	3	2	3	4	4	**2.66**	**3.41**	**3.04**
Website Content													
Marketing													
Social Media													
Media Relations													
Advertising													
Public Relations													
Public Information Requests													
Construction Management	3	3	1	2	3	4	2	3	3	4	**2.52**	**3.29**	**2.91**
Master Development Plan													
Request for Proposals and Awards													
Construction Plan Approval and Contract													
Construction-in Progress Insurance													
Construction Warranties and Bonds													
Accounting for Construction Projects													
Construction Project Management													

Texas Southern University
Risk Assessment Workbook
July 2026

Risk Factor	2026 Risk Assessment												
	Financial and Fraud Risk		Information Technology Risk		Students and Programs Risk		Human Capital and Operational Risk		Reputational Risk		Composite		
SIGNIFICANT ACTIVITIES	P	I	P	I	P	I	P	I	P	I	P	I	Total
Disaster Recovery / Business Continuity Planning	3	4	4	4	4	4	4	4	3	3	**3.52**	**3.75**	**3.64**
Disaster Response													
Business Continuity													
Disaster Recovery													
Campus Operations	3	3	3	3	4	4	3	3	4	4	**3.45**	**3.45**	**3.45**
Campus Management													
Room and Space Planning													
Custodial													
Staffing and Scheduling													
Room Scheduling and Set-up													
Grounds and Maintenance	2	3	1	2	3	3	3	3	3	4	**2.45**	**3.09**	**2.77**
Facilities Maintenance													
Repairs													
Deferred Maintenance													
Grounds Maintenance													
Tools and Supplies													
Fleet Management	2	3	1	2	2	3	2	2	3	3	**2.09**	**2.68**	**2.39**
Fleet Asset Tracking													
Vehicle Insurance													
Airplane Maintenance													
Registration													
Maintenance													
Fuel Use Monitoring													
Facilities Rental	2	2	2	2	2	2	2	2	3	4	**2.25**	**2.50**	**2.38**
Performance Venues													
Events													
Facilities													
Insurance													
Youth Protection	1	1	1	2	3	4	3	4	4	4	**2.47**	**2.99**	**2.73**
Camps													
Off-Campus Events													
Minors on Campus													

Texas Southern University
Risk Assessment Workbook
July 2026

Risk Factor	2026 Risk Assessment												
	Financial and Fraud Risk		Information Technology Risk		Students and Programs Risk		Human Capital and Operational Risk		Reputational Risk		Composite		
SIGNIFICANT ACTIVITIES	P	I	P	I	P	I	P	I	P	I	P	I	Total
Environmental Health and Safety	2	3	2	2	3	4	4	4	4	4	**3.02**	**3.45**	**3.24**
OSHA Compliance													
ADA Compliance													
Research Lab Safety and Compliance													
EPA Compliance													
Health and Welfare Programs													
Law Enforcement and Security	3	3	2	3	4	4	3	4	4	4	**3.29**	**3.61**	**3.45**
Campus Police and Security													
Emergency Management and Response Services													
Physical Security													
Campus Carry													
TCLEOSE Certification													
Information Technology General Controls	3	3	4	4	4	4	4	4	3	4	**3.52**	**3.77**	**3.65**
Network Operations													
Help Desk													
Change Management													
Website Maintenance													
Intranet Content Management													
Monitoring Third Party Providers													
Student Self-Service Portals													
Application Selection / Development	1	2	3	2	2	2	2	3	2	2	**1.93**	**2.16**	**2.05**
Application Selection													
System Development Life Cycle													
Application Implementation													
Database Administration / ERP	2	3	4	4	2	3	3	4	3	4	**2.73**	**3.57**	**3.15**
Database Administration													
Application Management													
Enterprise Systems Administration (Ellucian Colleague)													
Software Licensing and Usage													
Monitoring Third Party Providers													
Information Security	4	4	4	4	4	4	4	4	4	4	**4.00**	**4.00**	**4.00**
Internal and External IT Security													
Logical Access													
Physical Access													
Compliance with PCI DSS													

Texas Southern University
Risk Assessment Workbook
July 2026

Risk Factor	2026 Risk Assessment												
	Financial and Fraud Risk		Information Technology Risk		Students and Programs Risk		Human Capital and Operational Risk		Reputational Risk		Composite		
SIGNIFICANT ACTIVITIES	P	I	P	I	P	I	P	I	P	I	P	I	Total
Administration Activities													
Purchasing	4	4	3	3	2	3	4	4	4	4	**3.44**	**3.64**	**3.54**
Purchase Orders													
Bidding Process and Award													
Interlocal and Cooperative Agreement Purchasing													
Contract Negotiation and Approval													
Vendor Management - Selection													
Vendor Acceptance and Set-up													
Accounts Payable and Disbursements	4	4	3	3	1	2	3	3	4	4	**3.08**	**3.28**	**3.18**
Vendor Invoice Review, Approval and Recording													
Vendor Payments													
Texas Prompt Payment Act Compliance													
Travel and Expense Reimbursement													
Independent Contractors													
Purchasing Cards	3	4	2	3	2	2	3	3	4	4	**2.89**	**3.28**	**3.09**
P-Cards													
Travel Cards													
One Cards													
Fuel Cards													
Inventory Control	3	2	3	3	1	2	3	3	2	3	**2.35**	**2.57**	**2.46**
Inventory Receipt/Tracking/Distribution													
Physical Inventory													
Supplies													
Warehouse													
Surplus Property													
Bursar	3	1	3	3	4	4	3	2	4	4	**3.45**	**2.83**	**3.14**
Daily Receipts and Deposits													
Credit Card Receipts and Processing													
Cash Handling Oversight													
Student Accounting													
Daily POS Reconciliation													
Assessment of Charges and Discounts													
Funding and Refunding													
Accounts Receivable and Collections													

Texas Southern University
Risk Assessment Workbook
July 2026

	2026 Risk Assessment												
Risk Factor	**Financial and Fraud Risk**		**Information Technology Risk**		**Students and Programs Risk**		**Human Capital and Operational Risk**		**Reputational Risk**		**Composite**		
SIGNIFICANT ACTIVITIES	**P**	**I**	**P**	**I**	**P**	**I**	**P**	**I**	**P**	**I**	**P**	**I**	**Total**
Cash Management	4	4	4	4	1	1	3	2	4	4	**3.24**	**3.08**	**3.16**
Incoming / Outgoing Wire Processing													
Bank Reconciliation													
Cash Forecasting													
Student Club Accounts Monitoring													
Revenue	3	3	4	4	2	2	3	2	4	4	**3.21**	**3.05**	**3.13**
Tuition and Fees Revenue													
Agency Funds													
Grant Revenues													
Auxiliary Revenue													
Investments	4	4	2	4	2	2	3	2	4	4	**3.12**	**3.28**	**3.20**
Selection and Purchase Process													
Endowment Investments													
Public Funds Investment Act													
Fair Value Methods													
Investment Performance Monitoring													
Human Resource Administration	2	3	3	4	2	2	3	4	3	4	**2.57**	**3.37**	**2.97**
Recruiting/Selection Process													
New Hire and Termination Process													
Employee Complaints													
Employee Setup and Changes													
Position Control Monitoring and Maintenance													
Pay Rate Authorization and Stipends													
Job Classification and Compensation													
Employee Policies and Procedures													
Training and Development													
Employee Performance Review													
Payroll	3	4	2	4	2	2	2	3	2	4	**2.23**	**3.44**	**2.84**
Timekeeping and Approval													
Payroll Process													
Compensated Absences													
Payroll Taxes													
Compliance Reporting													
Voluntary/Involuntary Deductions													
Timekeeping System													

Texas Southern University
Risk Assessment Workbook
July 2026

Risk Factor	2026 Risk Assessment												
	Financial and Fraud Risk		Information Technology Risk		Students and Programs Risk		Human Capital and Operational Risk		Reputational Risk		Composite		
SIGNIFICANT ACTIVITIES	P	I	P	I	P	I	P	I	P	I	P	I	Total
Benefits Administration	2	1	2	2	1	2	1	2	2	3	**1.64**	**2.02**	**1.83**
Benefit Selection													
Benefit Processing													
Retirement / Pension Administration (TRS/ERS/ORP)													
Other Fringe Benefits													
Capital Assets	3	3	3	3	1	2	3	3	3	4	**2.60**	**3.05**	**2.83**
Capital Assets - Capitalization Procedures													
Controlled Assets													
Property and Equipment													
Vehicles													
Real Estate/Land Purchases													
Determination of Depreciation Expense													
Physical Inventory of Fixed Assets													
Debt and Other Liabilities	2	2	1	1	1	1	3	3	4	4	**2.30**	**2.30**	**2.30**
Debt and Debt Covenants													
Pension Retirement Obligations													
Bond Issuance	2	2	1	1	1	1	3	3	4	4	**2.30**	**2.30**	**2.30**
Determination and Issuance													
Proceeds Usage													
Tracking and Reporting													
Budget and Planning	4	4	2	3	3	3	3	3	4	4	**3.32**	**3.48**	**3.40**
Budgeting and Planning Process													
Forecasting													
Capital Expenditures Budget													
Budget Monitoring													
Financial Close	4	4	2	3	1	2	3	3	4	4	**2.92**	**3.28**	**3.10**
Period End Closing Process													
Net Assets - Overall													
GASB / FASB Compliance													
Financial Statement Preparation													
Grant Accounting													
Sales Tax Compliance													

Texas Southern University
Risk Assessment Workbook
July 2026

Risk Factor	2026 Risk Assessment												
	Financial and Fraud Risk		Information Technology Risk		Students and Programs Risk		Human Capital and Operational Risk		Reputational Risk		Composite		
SIGNIFICANT ACTIVITIES	P	I	P	I	P	I	P	I	P	I	P	I	Total
Reporting	4	3	2	3	1	3	3	3	4	3	**2.92**	**3.00**	**2.96**
Financial Reporting													
Management Reporting													
Board Reporting													
State and Local Reporting													
Federal Reporting													
Grant Management	3	4	2	3	3	3	2	3	3	3	**2.68**	**3.23**	**2.96**
Grant Administration													
Grant Research and TRIO													
Grant Development													
Institutional Review Board													
Grant RFP Issuance and Award													
Grant Reporting and Compliance Process													
Contract Administration	4	4	3	3	2	3	4	4	4	4	**3.44**	**3.64**	**3.54**
Contract Compliance													
MOU Management													
Contract Management, including Bookstore, Food Service, Janitorial, and Vending													
Professional Services													
Risk Management and Asset Protection	3	3	3	3	3	3	3	3	3	3	**3.00**	**3.00**	**3.00**
General Liability Insurance													
Workers Compensation Insurance													
Property Insurance													
Student Insurance													
Auto Insurance													
Cyber Insurance													
Flight Insurance													

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Audit & Compliance

ITEM: FY26 Internal Audit Plan Status Update

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
We have completed three of eight planned reports for FY 2026. The remaining audits are still in progress. We anticipate completing the remaining fieldwork by August 31, 2026, with reporting to be finalized in September 2026.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:
FY26 Internal Audit Plan Status Update

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
MAPP Policy: 09.01.01-Internal Audit

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.2 Drive student success and outcomes
3.1 Improve student experience — streamline processes/technology
3.5 Ensure long-term legacy — diversify revenues, grow endowment

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

08/17/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Aug 18, 2026 07:51:11 CDT)

08/18/2026

CHIEF FINANCIAL OFFICER **DATE**

Audit Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable Federal, state, or local law or regulation, including specifically any state agency budgeting rules, and satisfies applicable auditing standards.

Clyde McNeil
Clyde McNeil (Aug 20, 2026 08:27:25 CDT)

08/20/2026

INTERNAL CHIEF AUDIT EXECUTIVE **DATE**

James Crawford (Aug 29, 2026 06:35:16 CDT)

08/29/2026

PRESIDENT **DATE**

Texas Southern University
Internal Audit Status Report
As of August 14, 2026

2026 Internal Audit Plan Status

The attached table reflects the status of the engagements included in the 2026 Internal Audit Plan:

We have completed three of eight planned reports for FY 2026. The remaining audits are still in progress. We anticipate completing the remaining fieldwork by August 31, 2026, with reporting to be finalized in September 2026.

We are also planning to perform a review of the procedures performed by Compliance for the University's disclosures over Senate Bill 17 compliance.

Other internal audit activities performed during the period include responding to a report submitted through the University's Fraud, Waste, and Abuse hotline. As part of those efforts the Internal Audit team is making efforts to ensure that the closure of all prior cases are appropriately documented in the system.

Further, we have met with representatives for the Banner ERP to learn about opportunities to better leverage automated controls and continuous monitoring within the system. We have coordinated with the IT department to generate preliminary reports as part of our efforts to implement continuous auditing and monitoring.

We also continue to support the Financial Aid and Finance Departments through the audits of federal financial aid funds and the audit of the University's financial statements, respectively.

Daniel Graves, CPA, CCA
Audit Executive

Clyde McNeil, CPA
Interim Chief Internal Auditor

Texas Southern University
Internal Audit Status Report
As of August 14, 2026

Audit Area	Summary of Scope	Status
FY 2026 Planned Internal Audits		
Procurement Process and Compliance	Internal audit will include an evaluation of the processes and internal controls in place related to the University's Procurement processes and compliance with Texas Education Code (TEC) § 51.9337. Activities to be evaluated will include Purchase Orders, Bidding Process and Award, Interlocal and Cooperative Agreement Purchasing, Contract Negotiation and Approval, Vendor Management - Selection, and Vendor Acceptance and Set-up.	Fieldwork In Progress
Purchasing Cards	Internal audit will include an evaluation of the processes and internal controls in place related to the University's P-Card processes. Activities to be included in the evaluation will include, program administration, new card issuance, expense reporting, approvals and reconciliations.	Fieldwork In Wrap-up
Asset Management	Internal audit will include an evaluation of the processes and internal controls utilized to maintain the University's capital and controlled assets. Activities to be included in the evaluation will include new acquisitions, cataloging, asset tagging/tracking, inventory, dispositions, depreciation and reporting. This audit will not include compliance with federal grant requirements for retirement and disposition of assets purchased with grant funding.	Fieldwork In Progress
Invoice Prompt Payment	Internal audit will include an evaluation of the processes and internal controls to ensure prompt payment of vendor invoices. Activities to be included in the evaluation will include invoice receipt and intake, invoice validation, approval workflow, and payment scheduling and execution.	Complete **Report Dated August 5, 2026**
Financial Close and Reporting	Internal audit will include an evaluation of the processes and internal controls executed for the University's financial close and reporting processes. Activities to be included in the evaluation will include monthly reconciliations, audit preparation, financial close procedures, and journal entries.	Fieldwork In Progress
Key Systems Access Testing	Network access testing of user access rights within key modules of the Banner system and other key University systems. Key systems identified are: Finance, Finanical Aid, Human Resources, Student module.	SAO IT Finding Remediation -Complete **Report Dated July 8, 2026** Key System Testing is in Progress
FY 2026 Other Audit Activities		
Internal Audit Follow-Up of Remediation of Prior Internal Audit Findings	Internal Audit will include follow-up procedures to verify that corrective action has been performed on the outstanding open findings.	Fieldwork In Progress
Fraud, Waste, and Abuse Investigations	Conduct investigations of fraud, waste, and abuse reports as well as monitoring of the Ethics Point hotline system.	Two of Two Reports are Complete
Special Projects	Special projects as requested by University administration.	NA
FY 2026 Annual Requirements		
Risk Assessment	Internal audit will facilitate a University-wide risk assessment to develop a strategic, multi-year internal audit plan to evaluate and monitor processes for significant financial, operational, and compliance activities of the University.	Risk Assessment and Audit Plan are Complete **Report Dated July 24, 2026**
Annual Internal Audit Report	Prepare and submit required annual reports over internal audit activities.	September 2026

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Audit & Compliance

ITEM: Internal Audit Report on Remediation of Information Technology Findings from the Texas State Auditor's Office Audit.

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
Internal Audit performed procedures to validate corrective actions taken in response to two information technology findings identified in the Texas State Auditor's Office audit of financial processes. Based on interviews, documentation review, walkthroughs, and testing, Internal Audit concluded that both findings were remediated. Information technology policies were formally approved within the required period, and the nine individuals previously identified with inappropriate Banner Financial access no longer had such access.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Chapter 2102 of the Texas Government Code (Internal Auditing Act)

FISCAL IMPACT: No additional fiscal impact is associated with presenting this report. Any costs related to the remediation activities were managed within existing University resources and budgets.

SUPPORTING DOCUMENTATION:

Internal Audit Report over Remediation of Information Technology Findings from the Texas State Auditor's Office Audit Report

RELATED BOARD BYLAW, POLICY AND/OR MAPP: MAPP 9.01.01 (Internal Audit)

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.1 Improve student experience — streamline processes/technology
3.2 Strengthen data analytics
4.1 Update and optimize technology platforms and data governance
4.2 Deploy intelligent automation/AI across student services"

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.



08/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb
J'Maine Chubb (Aug 17, 2026 09:06:37 CDT)

08/17/2026

CHIEF FINANCIAL OFFICER **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Audit Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable Federal, state, or local law or regulation, including specifically any state agency budgeting rules, and satisfies applicable auditing standards.

Clyde McNeil (Aug 20, 2026 09:19:47 CDT)

08/20/2026

INTERNAL CHIEF AUDIT EXECUTIVE | **DATE**

James Crawford (Aug 29, 2026 06:33:09 CDT)

08/29/2026

PRESIDENT | **DATE**

Texas Southern University

Internal Audit Report over Remediation of Information Technology Findings from Texas State Auditor's Office Audit Report

July 8, 2026

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Board of Regents
President
Texas Southern University
3100 Cleburne Street
Houston, Texas 77004

This report presents the results of the internal audit procedures performed for Texas Southern University (TSU or the University) during the period May 11, 2026, through June 30, 2026, relating to certain Information Technology findings of the 2025 Texas State Auditor's Office (SAO) Audit over Financial Processes.

The objective of the internal audit was to validate that adequate corrective action has been taken to remediate two findings over information technology reported in the SAO audit report.

To accomplish this objective, we conducted interviews and walkthroughs with personnel responsible for technology governance within the Office of General Counsel (OGC) and logical access management processes within the Office of Information Technology (OIT). We also reviewed documentation and performed specific testing procedures to validate actions taken. The procedures were conducted remotely and were completed in June 2026.

The following report summarizes the technology findings identified, risks to the organization, recommendations for improvement and management's responses.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas
July 8, 2026

Texas Southern University

Internal Audit Report over Remediation of Information Technology Findings
from Texas State Auditor's Office Audit Report
July 8, 2026

Background

The Texas State Auditor's Office performed an audit over procurement activities, asset management function and an assessment of financial reporting processes at Texas Southern University in 2025. The objective of the SAO audit was to determine whether Texas Southern University has processes and related controls to ensure that it administers financial transactions in accordance with applicable requirements. The scope of the audit included a review of significant internal controls related to the University's procurement, asset management, and financial reporting processes. As part of its audit, the SAO reviewed certain information technology policies and processes.

The SAO audit report identified findings related to the information technology policies and processes reviewed. Weaver was engaged to evaluate TSU's remediation efforts related to two technology-related findings which were identified by TSU as remediated. The two findings focused on approval of information technology policies and the appropriateness of user access within the Banner ERP, TSU's financial system of records. Our audit focused on remediation efforts implemented by the Office of General Counsel (OGC) and the Office of Information Technology (OIT).

OGC provides legal advice, reviews contracts and policies, and ensures the University complies with applicable laws and regulations. OIT supports and secures the University's technology environment, managing systems, networks, data, and user services to enable teaching, research, and administration.

Procedures Scope and Objective

This audit focused on procedures over the remediation efforts taken by University management to address certain technology findings from the 2025 SAO audit report identified as remediated by the University. Our procedures were designed to validate remediation were performed to address two technology findings reported by the SAO as:

- The University did not review and update its information technology policies as required.
- The University did not effectively restrict user access to Banner for nine of the 303 users.

Our procedures included interviewing key personnel within OGC and OIT to gain an understanding of the current processes in place, reviewing existing documentation, performing walkthroughs, and evaluating internal controls over technology governance and user management processes. We evaluated the policies, procedures, and processes in their current state. Our coverage period was from May 11, 2026, through June 30, 2026.

The objective of this internal audit was to validate that adequate corrective action has been taken to remediate two technology-related findings identified in the SAO audit on financial processes issued in December 2025.

Texas Southern University

Internal Audit Report over Remediation of Information Technology Findings
from Texas State Auditor's Office Audit Report
July 8, 2026

Executive Summary

Through our interviews, review of documentation and testing, we determined that the two findings identified in the SAO's 2025 report have been remediated.

A summary of our results is provided in the table below.

SCOPE AREA	RESULT
Objective: Validate that adequate corrective action has been taken to remediate two technology-related findings identified in the SAO audit on financial processes issued in December 2025.	We identified that the procedures implemented by management addressed two findings from the SAO audit: - Information Technology (IT) policies were formally approved by management and executive leadership within the past twelve months. - Nine individuals identified as having inappropriate access to Banner Financial by the SAO no longer had access to Banner Financial.

Conclusion

Based on our evaluation, TSU has remediated two information technology-related findings from the SAO audit.

Detailed Procedures Performed

Texas Southern University

Internal Audit Report over Remediation of Information Technology Findings
from Texas State Auditor's Office Audit Report
July 8, 2026

Detailed Procedures Performed

Our procedures included interviewing key personnel within the University to gain an understanding of the corrective actions taken to address the two SAO information technology-related findings, as well as examining supporting documentation and performing testing to validate those corrective actions. We evaluated each process in their current state.

Objective: Validate Remediation

Validate that adequate corrective action has been taken to remediate the two technology-related findings identified in the SAO audit on financial processes issued in December 2025.

Financial Process SAO Audit Finding 1: The University did not review and update its policies and procedures as required.

Procedures Performed: We gained an understanding of TSU's IT policy governance process through interviews with Office of General Counsel personnel and by reviewing relevant documentation over approval of IT policies. The University's President delegated the policy approval authority to the Senior Vice President and Chief Administration Officer (CAO). We inspected the Manual of Administrative Policies and Procedures (MAPPs) publicly available on the TSU website and determined 29 technology-related policies were in place. We obtained evidence of policy approval and concluded the 29 policies were approved within the past twelve months by the Senior Vice President and CAO, in accordance with annual requirements over technology policy approval mandated by Texas Administrative Code Chapter 202.

Result: **Remediated**

Financial Process SAO Audit Finding 2: The University did not effectively restrict user access to Banner for 9 of 303 users.

Procedures Performed: We reviewed Banner access configuration records for the nine users identified by the SAO as having inappropriate access to Banner Financial and concluded the nine users did not have access to Banner Financial during the performance of our remediation testing procedures.

Result: **Remediated**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Audit & Compliance

ITEM: Internal Audit Report on Invoice Prompt Payment

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
Internal Audit evaluated the design of internal controls over the University's invoice payment processes to determine whether controls effectively address risks and support the prompt payment of vendor invoices. The audit identified two high-risk findings related to decentralized invoice receipt and interest calculations and decentralized and informal invoice tracking, resulting in an overall assessment of Unsatisfactory.

The review identified significant control deficiencies and opportunities to centralize and formalize invoice processing to strengthen compliance with the Texas Prompt Payment Act and improve process effectiveness. Management concurred with the findings and is implementing corrective actions, including centralized invoice intake and tracking and implementation of the Jaggaer eProcurement Accounts Payable module. Internal Audit will perform follow-up procedures during Fiscal Year 2027 to assess the status and effectiveness of management's corrective actions.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:
Internal Audit Report on Invoice Prompt Payment

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
MAPP Policy: 09.01.01-Internal Audit

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.2 Drive student success and outcomes
3.1 Improve student experience — streamline processes/technology
3.5 Ensure long-term legacy — diversify revenues, grow endowment

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

08/17/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Aug 18, 2026 07:53:50 CDT)

08/18/2026

CHIEF FINANCIAL OFFICER **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Audit Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable Federal, state, or local law or regulation, including specifically any state agency budgeting rules, and satisfies applicable auditing standards.

Clyde McNeil (Aug 20, 2026 08:28:29 CDT)

08/20/2026

INTERNAL CHIEF AUDIT EXECUTIVE | **DATE**

James Crawford (Aug 29, 2026 06:33:50 CDT)

08/29/2026

PRESIDENT | **DATE**

Texas Southern University

Internal Audit of Invoice Prompt Payment

August 5, 2026

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Appendix 11

Board of Regents
Texas Southern University
3100 Cleburne St
Houston, TX 77004

This report presents the results of the internal audit procedures performed for Texas Southern University (TSU or the University) during the period March 31, 2026, through July 9, 2026, relating to the invoice prompt payment processes of the University.

The objective of the internal audit was to determine whether internal controls over invoice payment are designed to efficiently and effectively address risks within the processes and ensure prompt payment of vendor invoices.

To accomplish this objective, we conducted interviews with key personnel within the Procurement and Accounts Payable Departments to gain an understanding of the current processes in place. We also examined existing documentation and evaluated internal controls over the processes. We evaluated the existing policies, procedures, and processes in their current state. Procedures were performed remotely and an exit meeting was conducted on July 9, 2026.

The following report summarizes the findings identified, risks to the organization, recommendations for improvement, and management responses.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.
Austin, Texas
August 5, 2026

Background

TSU's Procurement Services Department is responsible for supporting the University's educational, research, and public service objectives through the procurement of goods and services and the stewardship of University resources. Procurement Services oversees several administrative functions, including Purchasing, Accounts Payable, Travel, Property Management, and Central Warehouse Operations. Within this framework, the Accounts Payable function is responsible for processing vendor invoices, scheduling payments, maintaining compliance with the Texas Prompt Payment Act (Texas Government Code Chapter 2251), and ensuring that vendors are paid accurately and timely in accordance with University policies and state requirements. The University has established policies governing invoice receipt, processing, payment scheduling, and interest calculations to support compliance with applicable laws and promote effective financial management.

Internal Audit was engaged to evaluate Texas Southern University's invoice payment processes to determine whether internal controls were appropriately designed to address risks related to the receipt, approval, tracking, and payment of vendor invoices. Given the volume of procurement activity across the University and the regulatory requirements associated with prompt payment compliance, effective controls are critical to ensuring that invoices are received, processed, paid within required timeframes, and that any applicable interest on late payments is accurately calculated and remitted. The review focused on the processes governing invoice receipt and intake, invoice validation and approval workflows, and payment scheduling and execution.

The decentralized nature of invoice receipt and processing activities across campus, reliance on manual and informal invoice tracking processes, and compliance requirements related to the Texas Prompt Payment Act highlighted the importance of an independent evaluation of the University's control environment. Additionally, risks associated with establishing the official invoice receipt date, monitoring invoice aging, calculating and paying late-payment interest, and ensuring consistent visibility into invoice status emphasized the need for an audit to identify control gaps and recommend opportunities to strengthen governance, improve compliance, and enhance operational efficiency within the Accounts Payable process. The results of the review identified opportunities to centralize invoice intake, formalize invoice tracking and monitoring practices, and strengthen controls over prompt payment compliance and interest calculations.

Internal Audit Objective and Scope

This audit focused on the design of TSU's Invoice Prompt Payment processes to ensure internal controls are designed to efficiently and effectively address risks within the processes and ensure prompt payment of vendor invoices. The audit included an evaluation of the invoice payment processes and internal controls currently in practice covering the activities within key process areas including:

- Invoice Receipt and Intake
- Invoice Validation and Approval Workflow
- Payment Scheduling and Execution

Our procedures were designed to ensure relevant risks were covered and verify the following:

Invoice Receipt and Intake

- Vendor invoices are received through defined and approved intake channels (e.g., centralized AP email or system).
- Invoices are date-stamped or system-logged upon receipt to establish the prompt payment timeline.
- All invoices are recorded when received in a centralized tracking mechanism to enable monitoring of invoice status and aging.
- Invoices are reviewed for completeness and required information prior to entering the approval workflow.
- Duplicate invoices are identified and prevented from entering the payment process.

Invoice Validation and Approval Workflow

- Invoices are validated for accuracy and appropriateness, including pricing, quantities, and vendor information.
- Invoices are matched to approved purchase orders, contracts, or other authorizing documentation, as applicable.
- Invoices are approved by authorized individuals in accordance with established approval authority levels.
- Invoice approvals are performed timely to support compliance with prompt payment requirements.
- The invoice approval process provides visibility into approval status and pending items.
- Vendors are notified timely of disputed invoices in accordance with Texas Government Code §2251.

Payment Scheduling and Execution

- Approved invoices are scheduled for payment in accordance with statutory and institutional prompt payment requirements (Texas Govt. Code §2251).
- Required interest is paid on late invoices (Texas Govt. Code §2251).
- Payment runs are performed frequently enough to ensure timely vendor payments.
- Invoice payment status is updated and retained to support monitoring, reporting, and audit trail requirements.
- Late payments, exceptions, or payment errors are identified, tracked, and resolved in a timely manner.

Our procedures included interviewing key personnel within the University's Procurement and Accounts Payable Departments to gain an understanding of the current processes in place, examining existing documentation, and evaluating the internal controls over the process. We evaluated the existing policies, procedures, and processes in their current state.

The objective of this internal audit was to determine whether internal controls over invoice payment are designed to efficiently and effectively address risks within the processes and ensure prompt payment of vendor invoices.

Texas Southern University

Internal Audit of Invoice Prompt Payment

August 5, 2026

Executive Summary

Through our interviews, review of existing documentation, and evaluation of internal control design, we identified two findings. The findings include those items that have been identified and are considered to be non-compliance issues with documented Texas Southern University policies and procedures, rules and regulations required by law, or where there is a lack of procedures or internal controls in place to cover risks to the University. These issues could have significant financial or operational implications.

A summary of our results, by audit objective, is provided in the table below. *See the Appendix for an overview of the Assessment and Risk Ratings*.

OVERALL ASSESSMENT	Unsatisfactory

SCOPE AREA	RESULT	RATING
Objective: Determine whether internal controls over invoice payment are designed to efficiently and effectively address risks within the processes and ensure prompt payment of vendor invoices.	We identified significant control deficiencies and opportunities to centralize and formalize the invoice payment process to improve compliance with state requirements and strengthen overall process effectiveness.	Unsatisfactory

Conclusion

Based on our evaluation, the invoice payment process has significant control deficiencies that require substantial remediation efforts.

Most significantly, to ensure compliance with the Texas Prompt Payment Act (TPPA) and improve invoice-processing efficiency, management should strengthen upstream procurement and downstream Accounts Payable (AP) controls by enforcing centralized invoice submission requirements, enhancing vendor and department accountability, and standardizing interest calculation processes.

Additionally, the University should implement a centralized invoice tracking and monitoring mechanism to standardize invoice management, improve compliance with the TPPA, and enhance visibility and oversight across the invoice lifecycle. This effort should be supported by strengthened upstream procurement and invoice intake controls to ensure complete and accurate data capture at the point of receipt.

Internal Audit will perform follow-up procedures during Fiscal Year 2027 to assess the status and effectiveness of management's corrective actions and to determine whether the identified control deficiencies have been adequately remediated.

Detailed Procedures Performed, Findings, Recommendations and Management Response

Detailed Procedures Performed, Findings, Recommendations and Management Response

Our procedures included interviewing key personnel within the University's Procurement and Accounts Payable Departments to gain an understanding of the current processes in place, examining existing documentation, and evaluating the internal controls over the process. We evaluated the existing policies, procedures and processes in their current state.

Objective: Design of Internal Controls

D Determine whether internal controls over invoice payment are designed to efficiently and effectively address risks within the processes and ensure prompt payment of vendor invoices.

Procedures Performed: We conducted interviews of key personnel within the Procurement and Accounts Payable Departments and examined existing documentation to gain an understanding of the current processes. We documented our understanding of the processes and identified controls over the following critical sub processes:

- Invoice Receipt and Intake
- Invoice Validation and Approval Workflow
- Payment Scheduling and Execution

We evaluated whether the identified internal controls are sufficiently designed to comply with University policies and procedures and mitigate all critical risks associated with the invoice payment processes. We identified any unacceptable risk exposures due to control design inadequacy or any opportunities to strengthen the effectiveness of the existing control design.

Finding 1 – High – Decentralized Invoice Receipt and Interest Calculations:
Vendor invoices are not consistently received through a centralized intake channel, and this condition originates, in part, from gaps within the procurement process. While purchase orders (POs) direct vendors to submit invoices to the centralized Accounts Payable (AP) inbox, this requirement is not consistently enforced or monitored during vendor onboarding or throughout the lifecycle of the procurement process. As a result, vendors frequently submit invoices directly to departments with whom they interact operationally. Departments, in turn, perform their own review and approval before forwarding invoices to AP, resulting in decentralized and delayed intake of invoice documentation.

As a result:

- The official invoice "receipt date" is not consistently established upon initial vendor submission.
- Invoices are not systematically logged or date-stamped at the point of true receipt.
- Timeliness is measured based on delayed AP receipt rather than actual vendor submission.
- Procurement controls do not sufficiently reinforce or validate vendor compliance with centralized invoicing requirements.
- Invoices cannot be evaluated by the AP Department in a timely manner to ensure invoices have the required information for verification and payment.

Because invoices submitted directly to departments are not captured at the true date of receipt, the organization risks non-compliance with Texas Government Code §2251.021. This increases the likelihood of late payments, inaccurate timeliness reporting, and reduced visibility into invoice processing performance.

In addition, because the invoice receipt date is not consistently established, interest on late payments may not be calculated or may be calculated inaccurately. Interest for local and federal fund payments is manually calculated by Accounts Payable analysts and is not subject to a formal independent review or approval prior to payment. While interest for state-funded purchases is calculated and applied within USAS (Uniform Statewide Accounting System), the process remains manual and less controlled for local and federal funds.

Recommendation: To ensure compliance with the Texas Prompt Payment Act (TPPA) and improve invoice-processing efficiency, management should strengthen upstream procurement and downstream Accounts Payable (AP) controls by enforcing centralized invoice submission requirements, enhancing vendor and department accountability, and standardizing interest calculation processes.

Invoice Intake, Procurement Alignment, and Centralization:

- Require all vendors to submit invoices exclusively through the centralized AP inbox or Jaggaer (vendor portal or integrated email ingestion functionality).
- Strengthen procurement controls to reinforce this requirement by: Embedding clear invoice submission instructions in all purchase orders and contracts, and communicating expectations during vendor onboarding and throughout the procurement lifecycle.
- Configure Jaggaer to: Automatically date-stamp invoices upon receipt and establish the official "receipt date" used for prompt payment tracking.
- Require any invoices received outside of the centralized channel to be immediately forwarded and logged in the system using the original receipt date.
- Track invoices and departments submitting invoices outside of the centralized channel so that corrective action can be taken for vendors or departments that are consistently non-compliant
- Leverage Jaggaer workflow functionality to route invoices to departments for approval while maintaining AP visibility into invoice status and aging.

Training, Monitoring, and Compliance Enforcement:

- Provide periodic training to departments on:
    - Requirements for centralized invoice submission
    - Timely forwarding of invoices received directly
    - Impacts on compliance, payment timeliness, and interest calculations
- Reinforce vendor compliance through:
    - Targeted outreach to vendors who submit invoices outside the centralized channel
    - Ongoing communication of correct submission requirements

- Implement escalation procedures for non-compliance, including:
  - Follow-up with vendors who do not adhere to submission requirements
  - Potential rejection of invoices that are repeatedly submitted outside the required channel, where contractually permissible
- Implement monitoring controls (via Jaggaer or supplemental reporting) to identify:
  - Invoices received outside the centralized channel
  - Delays between vendor submission and system entry
  - Repeat non-compliant vendors or departments
- Utilize dashboards or reports to monitor: invoice aging, timeliness against statutory requirements, and exceptions or delays in departmental approval

Interest Calculation and Review Controls:

- Standardize interest calculation for local and federal fund payments through:
  - A system-based solution (where feasible), or
  - A controlled and consistent calculation template aligned to Texas Comptroller rates
- Establish a formal review and approval control requiring independent validation of all interest calculations prior to payment.
- Maintain documentation supporting: receipt date used, interest rate applied, calculation methodology, and evidence of review and approval.

Management Response: Management concurs with the finding. The University is implementing corrective actions to strengthen compliance with the Texas Prompt Payment Act by centralizing invoice receipt, improving invoice monitoring, and enhancing management oversight over the accounts payable process. These actions address the risks associated with inconsistent invoice receipt dates, decentralized invoice submission, and timely payment processing identified during the audit.

As an immediate corrective action, the University is establishing the Accounts Payable Inbox as the official receipt point for all vendor invoices. The Finance Division is implementing a standardized invoice intake process requiring Department Business Administrators (DBAs) to direct all vendor invoices to the centralized Accounts Payable Inbox, regardless of how the invoice is initially received. Formal communication and implementation of this requirement will be completed by August 2026.

To support this process, Accounts Payable has developed a centralized Accounts Payable Invoice Tracking Report to record invoice receipt dates, monitor invoice processing, identify invoices received outside of the approved intake channel, and facilitate timely follow-up with departments and vendors. This report will provide management with visibility into invoice aging, processing exceptions, and compliance with the University's invoice submission requirements while supporting timely payment processing and prompt payment compliance.

The University will also implement recurring monitoring and communication with vendors and departments to reinforce centralized invoice submission requirements and improve compliance with established procedures.

As the long-term corrective action, the University is implementing the Jaggaer eProcurement Accounts Payable module to establish a centralized enterprise workflow for invoice receipt, routing, approval, tracking, and document management. The implementation is currently undergoing comprehensive User Acceptance Testing, business process validation, workflow refinement, and staff training. Following successful completion of testing and final management approval, the University anticipates implementing the Accounts Payable module by December 1, 2026.

Until Jaggaer is fully implemented, Accounts Payable will utilize the centralized AP Inbox, the Accounts Payable Invoice Tracking Report, Banner reporting, and the Texas Comptroller's Prompt Payment Interest Calculator, with supervisory review of interest calculations, to strengthen compliance and management oversight.

Responsible Party: Chief Financial Officer
Implementation Date: December 2026

Finding 2 – High – Decentralized and Informal Invoice Tracking:
The Accounts Payable (AP) function does not utilize a centralized system to track invoice receipt, processing status, and payment timelines. Instead, individual AP analysts maintain separate, informal invoice lists in Excel to monitor invoice progress and due dates. Best practices for accounts payable operations, and compliance with the Texas Prompt Payment Act, require a centralized, standardized tracking mechanism to ensure invoices are processed timely, monitored consistently, and subject to appropriate oversight.

Recommendation: Implement a centralized invoice tracking and monitoring mechanism within Jaggaer to standardize invoice management, improve compliance with the Texas Prompt Payment Act (TPPA), and enhance visibility and oversight across the invoice lifecycle. This effort should be supported by strengthened upstream procurement and invoice intake controls to ensure complete and accurate data capture at the point of receipt.

Key actions should include:

- Leverage Jaggaer as the system of record to track invoice receipt, processing status, and payment timelines across the full lifecycle.
- Configure Jaggaer functionality (e.g., workflow, document tracking, or associated modules) to capture:
    - Invoice receipt date (based on initial vendor submission)
    - Approval status and timestamps
    - Payment due date (aligned with TPPA requirements)
    - Current processing stage and responsible party
- Ensure all invoices, regardless of how they are received, are recorded in Jaggaer upon receipt
- Standardize data fields, definitions, and processes within Jaggaer to ensure consistency across all AP personnel.
- Enable real-time reporting and dashboarding for AP leadership to monitor invoice aging, upcoming due dates, and processing timelines
- Define roles and accountability for maintaining and reviewing the centralized tracker

- Incorporate escalation protocols for invoices approaching or exceeding due dates
- Provide training and formal procedures to ensure consistent adoption across the AP team

Management Response: Management concurs with the finding. The University is implementing corrective actions to establish a standardized and centralized process for monitoring invoice receipt, processing status, and payment timeliness. These actions are intended to strengthen internal controls, improve management oversight, and enhance compliance with the Texas Prompt Payment Act.

As an immediate corrective action, Accounts Payable has developed a centralized Accounts Payable Invoice Tracking Report to monitor invoice receipt, processing status, invoice aging, and payment activity. The report will serve as the University's interim management tool to identify invoices received outside the official Accounts Payable Inbox, monitor outstanding invoices, track processing timelines, and facilitate timely follow-up with departments and vendors.

The Finance Division is also implementing a standardized invoice intake process requiring all Department Business Administrators to submit vendor invoices through the centralized Accounts Payable Inbox. Formal communication of this requirement will be completed by August 2026, after which management will routinely monitor compliance through the centralized tracking report and reinforce requirements with departments and vendors as needed.

As the long-term corrective action, the University is implementing the Jaggaer eProcurement Accounts Payable module to provide an enterprise-wide solution for invoice tracking, workflow management, reporting, document retention, and management oversight. The implementation is currently undergoing comprehensive User Acceptance Testing, workflow validation, business process refinement, and staff training. Subject to successful completion of testing and final management approval, the University anticipates implementing the Accounts Payable module by December 1, 2026.

These corrective actions will establish both immediate and sustainable controls that improve invoice visibility, strengthen accountability, and provide a centralized framework for monitoring invoice activity throughout the procure-to-pay process.

Responsible Party: Chief Financial Officer
Implementation Date: December 2026

Appendix

The appendix defines the approach and classifications utilized by Internal Audit to assess the residual risk of the area under review, the priority of the findings identified, and the overall assessment of the procedures performed.

Report Ratings

The report rating encompasses the entire scope of the engagement and expresses the aggregate impact of the exceptions identified during our test work on one or more of the following objectives:

- Operating or program objectives and goals conform with those of the University
- University objectives and goals are being met
- The activity under review is functioning in a manner which ensures:
  - Reliability and integrity of financial and operational information
  - Effectiveness and efficiency of operations and programs
  - Safeguarding of assets
  - Compliance with laws, regulations, policies, procedures and contracts

The following ratings are used to articulate the overall magnitude of the impact on the established criteria:

Strong	The area under review meets the expected level. No high risk rated findings and only a few moderate or low findings were identified.
Satisfactory	The area under review does not consistently meet the expected level. Several findings were identified and require routine efforts to correct, but do not significantly impair the control environment.
Unsatisfactory	The area under review is weak and frequently falls below expected levels. Numerous findings were identified that require substantial effort to correct.

Risk Ratings

Residual risk is the risk derived from the environment after considering the mitigating effect of internal controls. The area under audit has been assessed from a residual risk level utilizing the following risk management classification system.

High High risk findings have qualitative factors that include, but are not limited to:

- Events that threaten the University's achievement of strategic objectives or continued existence
- Impact of the finding could be felt outside of the University or beyond a single function or department
- Potential material impact to operations or the University's finances
- Remediation requires significant involvement from senior University management

Moderate Moderate risk findings have qualitative factors that include, but are not limited to:

- Events that could threaten financial or operational objectives of the University
- Impact could be felt outside of the University or across more than one function of the University
- Noticeable and possibly material impact to the operations or finances of the University
- Remediation efforts that will require the direct involvement of functional leader(s)
- May require senior University management to be updated

Low Low risk findings have qualitative factors that include, but are not limited to:

- Events that do not directly threaten the University's strategic priorities
- Impact is limited to a single function within the University
- Minimal financial or operational impact to the University
- Require functional leader(s) to be kept updated, or have other controls that help to mitigate the related risk

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Audit & Compliance

ITEM: Title IX Policy Annual Board Review

DATE PREVIOUSLY SUBMITTED: June 2025

SUMMARY:

This item is to satisfy Texas Education Code §51.282(f) annual review of the Title IX Policy by the university Board of Regents

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:

Informational Presentation, "TSU Title IX BOR Executive Summary Policy Review 2026".pptx
Texas Higher Education Coordinating Board Final Report

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
MAPP Policy: 02.05.09-Title IX Sexual Harassment

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.2 Drive student success and outcomes
1.4 Expand career readiness and career advancement opportunities

3.1 Improve student experience — streamline processes/technology

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

09/03/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb (Sep 3, 2026 13:39:50 CDT)

09/03/2026

CHIEF FINANCIAL OFFICER **DATE**

Audit Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable Federal, state, or local law or regulation, including specifically any state agency budgeting rules, and satisfies applicable auditing standards.

James Crawford (Sep 3, 2026 19:03:42 CDT)

09/03/2026

PRESIDENT **DATE**

Texas Higher Education
COORDINATING BOARD

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EDUCATION

February 11, 2026

Mr. J. W. Crawford III
President
Texas Southern University
3100 Cleburne Street.
Houston, TX 77004

Re: *Review of Requirements related to Sexual Harassment, Sexual Assault, Dating Violence, and Stalking at Texas Southern University; Compliance Requirements – Texas Education Code, Chapter 51, Subchapter E-3*

Mr. Crawford,

We've completed the review of requirements related to Sexual Harassment, Sexual Assault, Dating Violence, and Stalking at Texas Southern University. There were no observations to the requirements contained in Texas Education Code (TEC), Title 3, Subtitle A, Chapter 51, Subchapter E-3.

Summary
Texas Southern University complied with the requirements contained in TEC, Title 3, Subtitle A, Chapter 51, Subchapter E-3.

This report will be presented to the Texas Higher Education Coordinating Board in April 2026.

The cooperation of your staff during this review is appreciated. If you have any questions or comments, please let me know.

Sincerely,

Lesli Gattis

Lesli G. Gattis,
Deputy General Counsel & Interim Administrator for Internal Audit

Review Objective, Scope and Methodologies

Our review objective was limited to reviewing compliance with specific HB-1735 compliance and reporting requirements as codified in TEC, Title 3, Subtitle A, Chapter 51, Subchapter E-3 for the institutions of higher education (IHE). We collaborated with Academic and Health Affairs and agreed our audit scope would be limited to certain criteria as noted in the Summary of Results section in this report.

We further agreed that our role would be to remain neutral in policy matters while providing an objective review regarding the nature and extent of the IHE's compliance with the requirements of HB-1735 for IHEs.

We reviewed the information submitted to THECB, requested follow up information as needed, and performed limited testing to address the review objective.

Background

This review was included in the 2026 Compliance Monitoring Plan. Policy guidance and direction was centralized within the Academic and Health Affairs office.

The 86th Legislature enacted HB-1735, amending Texas Education Code (TEC), Title 3, Subtitle A, Chapter 51, by adding Subchapter E-3 requiring each postsecondary education institution to adopt a policy on sexual harassment, sexual assault, dating violence, and stalking applicable to each student enrolled at and each employee of the institution. Further, Section 51.292(a) authorizes the coordinating board to assess an administrative penalty for failure of the IHE to show substantial compliance with the act.

Additionally, Section 51.292(f) requires the THECB to annually submit its report to the governor, the lieutenant governor, the speaker of the house of representatives and the standing legislative committees with primary jurisdiction over legislation concerning sexual assault at postsecondary educational institutions. The report will include a summary of the postsecondary educational institutions found not to be in substantial compliance as provided by this section and any penalties assessed under this section during the calendar year preceding the date of the report.

Table 1: Subchapter E-3 Compliance Requirements and Summary Results

Bill Reference by Section	Policy Compliance Requirements	Compliance Assessment
51.282 (a)(1)(A)	A "Definitions" page and details prohibited behavior.	Complied
51.282 (a)(2)	Board-approved policy.	Complied
51.282 (b)(1)	Included in student handbook and personnel handbook.	Complied
51.282 (b)(2)	Dedicated webpage and clearly linked to the institution homepage.	Complied
51.282 (c)	Requires each entering freshman or undergraduate transfer students to attend an orientation on the institution's policy.	Complied
51.282 (d)	Prevention and outreach program that addresses required elements.	Complied
51.282 (e)(1) and (2)	Protocol addresses counseling resources and must allow course drop.	Complied
51.282 (f)	Biennial review and governing board approval of policy revisions.	Complied
51.283	Electronic reporting option for an enrolled student or an institution employee.	Complied
51.284	Provides "Amnesty for Students Reporting Certain Incidents".	Complied
51.285 (a) and (c)	Procedures for documenting a victim request not to investigate and to notify the victim of the institution's decision whether it will investigate the alleged incident.	Complied
51.286	A disciplinary process for certain violations.	Complied
51.287	Protocol for when a student withdraws or graduates with pending disciplinary charges.	Complied
51.288	Trauma-informed investigation training to each peace officer employed by an institution.	Complied
51.289 (1), (2), and (3)	Institution has an MOU with one or more of the following: (1) local law enforcement agencies;	Complied

Table 1: Subchapter E-3 Compliance Requirements and Summary Results

Bill Reference by Section	Policy Compliance Requirements	Compliance Assessment
	(2) sexual harassment, sexual assault, dating violence, or stalking advocacy groups; or (3) hospitals or other medical resource providers.	
51.290 (1) and (2)	Provides for at least one or more responsible employee, confidential employee, and student advocate. Responsible employee for the purposes of Title IX; (1) Confidential employee to whom enrolled students may speak confidentially; and (2) Student advocate is an enrolled student to whom an enrolled student may speak confidentially.	Complied
51.291	Addresses confidentiality adheres to these requirements stipulated in this sub-section.	Complied
51.293	Protocols address equal access for students enrolled at or employees of an institution who are persons with disabilities.	Complied

Table 2: Potential Penalties for Substantial Noncompliance

Statute and Rule Violations	Institutional Failure to Maintain Substantial Compliance Related to	Potential Annual Penalty
Tex. Educ. Code §51.282; §3.4	Policy Requirements	$5,000
Tex. Educ. Code §51.282; §3.4	Policy Accessibility	$5,000
Tex. Educ. Code §51.282; §3.4	Policy Orientation for Students	$5,000
Tex. Educ. Code §51.282; §3.4	Outreach Program for Students and Employees	$5,000
Tex. Educ. Code §51.282; §3.4	Policy Review	$5,000
Tex. Educ. Code §51.283; §3.7	Electronic Reporting Option	$5,000
Tex. Educ. Code §51.284; §3.5(e)	Amnesty for Students Reporting Certain Incidents	$30,000
Tex. Educ. Code §51.285; §3.19	Victim Request Not to Investigate	$5,000
Tex. Educ. Code §51.286; §3.10	Disciplinary Process for Certain Violations	$30,000
Tex. Educ. Code §51.287; §§3.11, 3.30	Student Withdrawal or Graduation Pending Disciplinary Charges	$30,000
Tex. Educ. Code §51.288; §3.12	Trauma Informed Investigation Training	$5,000
Tex. Educ. Code §51.289: §3.13	Memoranda of Understanding Required	$5,000
Tex. Educ. Code §51.290; §§3.14, 3.15	Responsible and Confidential Employee; Student Advocate	$30,000
Tex. Educ. Code §51.291; §3.17	Confidentiality	$60,000
Tex. Educ. Code §51.293; §3.16	Equal Access	$5,000

PERFORMED BY:
Ms. Jamyen Robinson-Hall, Director, Institutional Assurance

THECB
Board Members

Commissioner's Office
Dr. Wynn Rosser, Commissioner of Higher Education
Ms. Sarah Keyton, Deputy Commissioner, Administration
Ms. Melissa Henderson, Chief of Staff
Mr. David Troutman, Deputy Commissioner, Academic and Workforce Initiatives
Mr. Doug Brock, General Counsel

Texas Southern University
Ms. Cynthia Buckley, Title IX Coordinator/ EEOC Officer
Ms. Annette Linders, CEO, HEC Partners
Ms. Melissa Flores, TSU Title IX Partner HEC Partners, LLC
Mr. Robert Bienkowski, TSU Title IX Compliance Partner

State Auditor's Office
Internal Audit Coordinator

Sunset Advisory Commission
Mr. Eric Beverly, Executive Director

Office of the Governor-Budget and Policy Division
Mr. Brady Franks, State Budget Director

Legislative Budget Board
Mr. Christopher Mattson, Manager

TSU

TEXAS SOUTHERN UNIVERSITY

April 30, 2026

Dear Members of the Board of Regents,

Pursuant to Texas Education Code § 51.282(f), Texas Southern University has completed its required biennial review of the University's policy addressing sexual harassment, sexual assault, dating violence, and stalking.

This statutory provision mandates that each postsecondary educational institution conduct a review of its applicable policies every biennium and, with approval of the governing board, revise such policies as necessary. The purpose of this review is to ensure continued alignment with applicable federal and state law, regulatory guidance, and institutional best practices.

The University's review process included a comprehensive evaluation of the current policy framework, including:

- Consistency with Title IX regulations and related federal guidance;
- Compliance with Texas statutory requirements under Chapter 51, Subchapter E-2;
- Alignment with best practices in higher education, including procedural fairness, clarity of definitions, and accessibility of reporting mechanisms;
- Operational effectiveness based on implementation experience and stakeholder feedback.

Following this review, the Title IX office has determined that the existing policy remains compliant with applicable legal requirements and continues to reflect institutional best practices. No substantive revisions are necessary at this time. Minor, non-substantive clarifications—limited to formatting and internal cross-references—may be implemented administratively to enhance usability, but these do not alter the policy's scope, standards, or procedures.

TSU
TEXAS SOUTHERN UNIVERSITY

Moreover, in February of 2026, Texas Southern University was the subject of a Texas Higher Education Coordinating Board review of Requirements related to Sexual Harassment, Sexual Assault, Dating Violence, and Stalking under Texas Education Code, Chapter 51, Subchapter E-3. After a review of our submission, the University was found to be 100% compliant with the requirements under the Texas state code, saving up to $230,000 in statutorily identified fines for non-compliance.

Accordingly, the University affirms to the Board of Regents that it has satisfied the biennial review requirement under Texas Education Code § 51.282(f), and that the current policy is sufficient in its present form.

Should the Board require any additional information regarding the review methodology or findings, we are prepared to provide further detail.

Respectfully submitted,

Dr. Cynthia Buckley
Senior Associate Vice President
Title IX Coordinator/EEOC Officer

Dr. Melissa Flores, J.D.
Texas Southern University Title IX Compliance Partner