

TEXAS TECH UNIVERSITY SYSTEM
Lubbock, Texas

Minutes

Board of Regents

November 18-19, 2021

Thursday, November 18, 2021.— The members of the Board of Regents of the Texas Tech University System conducted committee meetings beginning at 9:30 am Thursday, November 18, 2021, in the Board of Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas, with the following in attendance:

ATTENDANCE.—

Regents present were Arcilia Acosta; Cody Campbell; Pat Gordon; Mark Griffin, Vice Chairman; Keaghan Holt, Student Regent; J. Michael Lewis, Chairman; John Steinmetz; John B. Walker; and Dusty Womble. Ginger Kerrick Davis was unable to attend the meeting.

The following officers and staff were present for all or a portion of each committee meeting: Dr. Tedd Mitchell, Chancellor, TTUS; Dr. Lawrence Schovanec, President, TTU; Dr. Richard Lange, President, TTUHSC El Paso; Dr. Lori Rice-Spearman, President, TTUHSC; Mr. Ronnie Hawkins, Jr., President, ASU; Dr. James Johnston, Interim President, MSU; Mr. Keino McWhinney, Secretary of the Board and Executive Assistant to the Chancellor, TTUS; Mr. Eric Bentley, Vice Chancellor and General Counsel, TTUS; Mr. Gary Barnes, Vice Chancellor and Chief Financial Officer, TTUS; Mr. Billy Breedlove, Vice Chancellor for Facilities, Planning and Construction, TTUS; Mrs. Kim Turner, Chief Audit Executive, Office of Audit Services, TTUS; Mr. Patrick Kramer, Vice Chancellor for Institutional Advancement, TTUS; Ms. Martha Brown, Vice Chancellor for State Relations, TTUS; Mrs. Kristina Butts, Vice Chancellor for Federal Relations, TTUS; Mr. Tim Barrett, Chief Investment Officer, TTUS; Mrs. Kendra Burris, Deputy Chancellor, TTUS; Mr. Dailey Fuller, Chief of Staff, Chancellor's Office, TTUS; Mrs. Noel Sloan, Vice President for Administration and Finance and Chief Financial Officer, TTU; Mrs. Penny Harkey, Vice President and Chief Financial Officer, TTUHSC; Mrs. Angie Wright, Vice President for Finance and Administration, ASU; Dr. Beth Reissenweber, Vice President for Administration and Finance, MSU; Mrs. Lupe Valencia-Skanes, Vice President for Finance and Administration, TTUHSC El Paso; Dr. Ronald Hendrick, Provost, TTU; Dr. Darrin D'Agostino, Provost and Chief Academic Officer, TTUHSC; Dr. Donald Topliff, Provost and Vice President for Academic Affairs, ASU; Mr. Byron Kennedy, Vice President for Advancement, TTU; Dr. Martin Camacho, Interim Provost and Vice President for Academic Affairs, MSU; Mr. Kirby Hocutt, Director, Athletics, TTU; Mr. Scott Lacefield, Senior Director of Communications, Chancellor's Office, TTUS; Ms. Debbie Barrow, Director of Board of Governmental

Relations, MSU; and Mrs. Christina Martinez, Assistant Secretary to the Board of Regents, TTUS.

I. MEETING OF STANDING COMMITTEES.—Committee meetings took place sequentially beginning at 9:30 am on Thursday, November 18, 2021.

I.A. FINANCE AND INVESTMENTS COMMITTEE

The Finance and Investments Committee, presided by Committee Chair John Walker and Vice Chair Cody Campbell and composed by all nine voting members of the Board of Regents, met in open session on November 18, 2021 at 9:30 am to consider and act on the items as listed below. Unless otherwise indicated, the actions set forth in the Minute Orders that follow were considered and approved by the Finance and Investments Committee in open session and without objection by the Board of Regents of the Texas Tech University System.

- I.A.1. ASU: Approve revisions to Alcohol Policy.—The Board approved the modification of OP 74.06 to add designee signatures for alcoholic beverages on Angelo State University (“ASU”) facilities to include both the president and the vice president for finance and administration.

The ASU OP 74.06, Alcohol Beverage Policy and Procedure with proposed amendments are included herewith as Attachment No. 1.

- I.A.2. TTU: Approve an agreement with ClubCorp TTC, LLC.—The Board deliberated to authorize the president, or his designee, to execute an agreement with ClubCorp TTC, LLC (“ClubCorp”) for operation of a private club/restaurant in Jones AT&T Stadium and provide catering services for all suites and club levels in Jones AT&T Stadium. The recommendation was pursuant to ClubCorp being selected as the best value competitive solicitation (RFP) for these services, per the request of the board at its May meeting.

Following discussion, Regent Campbell made a motion to table the item from approval until further options for catering services be researched and considered. Regent Steinmetz seconded the motion. The motion went before the committee members for a vote resulting in four affirmative votes (Campbell; Gordon; Steinmetz; and Womble) and four dissenting votes (Acosta; Griffin; Lewis; and Walker). The motion to table the item failed due to a tie vote. Regent Griffin then made a motion to approve the item as presented. That motion resulted in four affirmative votes (Acosta; Griffin; Lewis; and Walker) and four dissenting votes (Campbell; Gordon; Steinmetz; and Womble). The motion

failed due to a tie vote. [NOTE: This item was brought before the Board again during a Board of Regents videoconference meeting held on December 13, 2021.]

- I.A.3. TTU: Approve budget adjustment for the FY 2022 Institutional Enhancement Appropriation.—The Board approved a budget adjustment to Texas Tech University’s (“TTU”) FY 2022 Operating Budget. This request will add an additional \$50,000,000 to TTU’s FY 2022 Operating Budget.

TEXAS TECH UNIVERSITY – BOARD APPROVAL ITEM			
Activity	Source of Funds		Expense
	Other	Income	
Board Approval			
Institutional Enhancement Appropriation		\$50,000,000	\$50,000,000
This budget adjustment is to approve funds appropriated by the Eighty-seventh Legislature, third called special session, in Senate Bill 8. Texas Tech University will receive \$50,000,000 for institutional enhancement. TTU plans to invest the funds in student success and retention initiatives that increase retention and graduation rates, academic excellence, research initiatives, student summer initiatives, and mental health and wellness resources.			
Total		\$50,000,000	\$50,000,000

On August 5, 2021, the Board of Regents approved TTU’s FY 2022 Operating Budget in the amount of \$1,113,693,384. The revised FY 2022 Operating Budget will be \$1,163,693,384.

- I.A.4. TTUS: Investment Performance Update.—The Board accepted an update on the performance of TTUS investments, included herewith as Attachment No. 2 (TTUS Investment Performance Update PowerPoint).

- I.A.5. TTUS: Report on TTUS Endowments.—The Board accepted an update on the TTUS Total Endowment, as of August 31, 2021, included herewith as Attachment No. 3 (TTUS Report on TTUS Endowments PowerPoint).

I.B. ACADEMIC, CLINICAL AND STUDENT AFFAIRS COMMITTEE

The Academic, Clinical, and Student Affairs Committee, presided by Committee Vice Chair Pat Gordon and composed by all nine voting members of the Board of Regents, met in open session on November 18, 2021 at 10:38 am to consider and act on the items as listed below. Unless otherwise indicated, the actions set forth in the Minute Orders that follow were considered and approved by the Academic Clinical, and Student Affairs Committee in open session and without objection by the Board of Regents of the Texas Tech University System.

- I.B.1. TTU: Approve appointment with tenure.—The Board approved the granting of tenure to the faculty member as listed below, to be concurrent with their appointment.

Hazem Rashed-Ali, Ph.D., appointed as an associate professor and the associate dean for research, innovation, and faculty development in the College of Architecture effective September 1, 2021. Dr. Rashed-Ali comes to TTU after having served as a tenured associate professor and as associate dean for research and graduate studies in the College of Architecture, Construction and Planning at the University of Texas – San Antonio.

- I.B.2. TTU: Approve Master of Science (M.S.) Degree in Ranch Management.—The Board approved the new degree program, Master of Science (“M.S.”) in Ranch Management and authorized submission by the Office of the Provost and Senior Vice President for Academic Affairs to the Texas Higher Education Coordinating Board seeking its certification of such a program and to the Southern Association of Colleges and Schools for acknowledgement of a new degree program.

Enrollment projections for the new program are given in the table below. The projections are obtained from conversations with students in our undergraduate ranch management degree program and concentrations who expressed interest in a master’s degree in ranch management. These projections show the estimated cumulative headcount and full-time student equivalent enrollment for the first five years of the program.

	Year 1	Year 2	Year 3	Year 4	Year 5
Total New Students	8	10	12	14	16
Attrition*	0	1	1	1	1
Cumulative Headcount	8	17	21	25	29
FTSE**	8	17	21	25	29
Graduates	0	7	9	11	13

* Attrition applied at the beginning of a year.

**Full-time student equivalent, calculated by multiplying the total number of students by the total semester credit hours and dividing by the respective full-time equivalent of 12 hours.

Projected costs and funding for the M.S. degree in Ranch Management are given in the table below. No new faculty members are needed to support the proposed program as the Ranch Management curriculum will consist of existing courses taught by current faculty. Likewise, no additional staff are

requested. Current facilities and equipment are sufficient to support the proposed program, but four nine-passenger vans for field-days and ranch visits will be purchased. The estimated cost per vehicle is \$40,000, totaling \$160,000 over the first five years. These vehicles will be procured as program enrollment increases. Other program costs over the five years totaling \$409,363 include faculty travel with students to ranch sites (eight trips annually at \$95,063), lodging (\$48,000), meals (\$96,800), and a lectureship series (six speakers per year totaling \$169,500). There are no other anticipated program costs. The program is anticipated to generate \$1,874,445 over the same period against total costs of \$569,363.

Five-Year Costs		Five-Year Funding	
Personnel	\$0	Reallocated Funds	\$0
Facilities and Equipment	\$160,000	Anticipated New Formula Funding	\$973,965
Library, Supplies, and Materials	\$0	Special Item Funding	\$0
Other	\$409,363	Tuition and fees	\$900,480
Total Costs	\$569,363	Total Funding	\$1,874,445

- I.B.3. TTUHSC El Paso: Approve appointment with tenure.—The Board approved the granting of tenure to Angela C. Chi, D.M.D. concurrent with her appointment as professor at the Woody L. Hunt School of Dental Medicine, effective as of July 15, 2021.

Angela C. Chi, D.M.D. has had a distinguished career in dental education, and particularly in the area of oral pathology. She brings a rich variety of experience in administration, research, education, and clinical affairs. She joins TTUHSC El Paso from the James B. Edwards College of Dental Medicine, Medical University of South Carolina in Charleston, where she has served as a Tenured Professor and Director, Division of Oral Pathology, Department of Stomatology. She earned her D.M.D. degree from the Harvard School of Dental Medicine and her B.A. degree from Columbia College of Columbia University in New York, NY. She also earned a certificate in Advanced Education in General Dentistry at the U.S. Naval Dental Central Southwest in San Diego, CA and a Certificate of Oral, Head, and Neck Pathology from the School of Medicine, Emory University in Atlanta, GA.

Dr. Chi is an accomplished clinician, administrator, clinical teacher, and mentor. She has developed a national and

international expertise in the areas of oral maxillofacial pathology. She is a consultant to the Commission on Dental Accreditation and has been honored by her peers by her selection as a Fellow of the American College and International College of Dentists.

- I.B.4. TTUHSC El Paso: Approve revisions to OP 60.03, Comprehensive Performance Evaluation of Tenured Faculty.—The Board approved the changes to OP 60.03, Comprehensive Performance Evaluation of Tenured Faculty, as listed below.

The revisions to HSC EP OP 60.03 include:

- Updating the title of assistant vice president for faculty affairs as vice president for faculty success in the review of policy section and section II. D., 3. Revision of section III., B., 3. to specify disciplinary action may include revocation of tenure
- Addition of section IV on tenure revocation (without dismissal)
- Revision of section IV (new section V) to mirror the language related to dismissal of tenured faculty on the basis of comprehensive performance review with the language in the HSCEP OP 60.01 section XI., B., 6
- Deletion of section IV., B (now section V) since mediation required in HSCEP OP 60.01 satisfies Texas Education Code §51.942(d)

The TTUHSC OP 60.03, Comprehensive Performance Evaluation of Tenured Faculty with proposed revisions is included herewith as Attachment No. 4.

I.C. AUDIT COMMITTEE

The Audit Committee, presided by Committee Chair John Steinmetz and Vice Chair Arcilia Acosta and composed by all nine voting members of the Board of Regents, met in open session on November 18, 2021 at 10:47 am to consider and act on the items as listed below. Unless otherwise indicated, the actions set forth in the Minute Orders that follow were considered and approved by the Audit Committee in open session and without objection by the Board of Regents of the Texas Tech University System.

- I.C.1. TTUS: Report on audits.—The Board accepted a report on the System's audit projects, included herewith as Attachment No. 5 (TTUS Prioritized Audit Plan FY 2022).

I.D. FACILITIES COMMITTEE

The Facilities Committee, presided by Committee Chair Dusty Womble and Vice Chair Mark Griffin and composed by all nine voting members of the Board of Regents, met in open session on November 18, 2021 at 10:58 am to consider and act on the items as listed below. Unless otherwise indicated, the actions set forth in the Minute Orders that follow were considered and approved by the Facilities Committee in open session and without objection by the Board of Regents of the Texas Tech University System.

- I.D.1. ASU: Approve Ground Lease with City of San Angelo for Land at Mathis Field Airport—The Board authorized the president, or his designee to (i) negotiate a ground lease agreement with the City of San Angelo for approximately 3.0 acres (130,680 SF) of land at the Mathis Field Airport for the construction of a future facility to house the Bachelor of Commercial Aviation (“BCA”) program; and (ii) the lease will only be executed when sufficient Gift and Grant Funds are secured to construct the facility.

The City of San Angelo and the Airport Board have agreed to lease Angelo State University (“ASU”) approximately 3.0 acres (130,680 SF) of land on a long-term ground lease for 40-years. The proposed ground lease is set at 12 cents per square foot with the city foregoing another 5 cents per square foot. The lease agreement is contingent upon ASU receiving sufficient grant funds to construct the facility and would not be executed until such funds are secured.

In March 2020, the Board of Regents approved the new degree program for the Bachelor of Commercial Aviation (“BCA”) degree with a major in Commercial Aviation in the Department of Management and Marketing within the Norris-Vincent College of Business and authorized submission to the Texas Higher Education Coordinating Board for approval.

The ASU Approve Ground Lease with City of San Angelo for Land at Mathis Field Airport PowerPoint is included herewith as Attachment No. 6.

- I.D.2. TTU: Approve total project budget for the Rip Griffin Park Expansion & Renovation project and accept CMAR’s GMP.—The Board authorized the chancellor or the chancellor’s designee to (i) waive the use of a Construction Manager-Agent (“CMA”); (ii) waive the Board directed fee for landscape enhancements; (iii) waive the Board directed fee for public art; (iv) accept the Guaranteed Maximum Price (“GMP”) for construction of the Rip Griffin Park Expansion & Renovation

project; (v) increase the budget by \$13,360,682 for a total project budget of \$14,465,342; (vi) amend the Design Professional Agreement; and (viii) amend the Construction Manager At Risk ("CMAR") Agreement. The total project budget will be funded through the Revenue Finance System ("RFS") repaid with Gift Funds and Institutional Funds (cash). Regent Griffin recused himself from the vote of this item.

The Board reasonably expects to incur debt obligations for the design, planning and construction of the project, and all or a portion of the debt proceeds are reasonably expected to be used to reimburse the System for project expenditures previously expended. The maximum principal amount of debt obligations to be issued for the Project is \$14,465,342.

The Board further authorized the president to negotiate and execute any and all agreements with city, state, and county agencies, utility companies and other entities required to successfully complete the project.

This approval grants authority to construct the Rip Griffin Park Expansion & Renovation project for a total project budget of \$14,465,342. The total project budget will be funded through the Revenue Finance System ("RFS") repaid with Gift Funds and Institutional Funds (cash).

The project will renovate approximately 10,800 SF within the existing Baseball Facility and construct an approximate 14,342 GSF addition on the north and east sides of the facility. The exterior of the new building will be designed to reflect the Spanish Renaissance campus vernacular, create a main entrance on the northeast corner of the building, and enhance the south and west sides of the existing field house. The work in the existing baseball facility consists of demolition of the interior space with new finish-out consisting of new batting and pitching cage areas, an adjustable netting system, new indoor turf, new cardio/bands area, new site utilities and tie-ins, new HVAC, new electrical, new fire sprinkler, new lighting, technology, and the addition of new impact resistant windows on all sides of the space.

The new addition consists of a Champions Lobby, coaches' offices, coaches' locker room, equipment storage area complete with compact shelving and washer/dryer area, head coach's office and conference space, an exterior patio area off the head coach's office, team lounge complete with nutrition and dining spaces, and a new locker room with an expanded player grooming area. The training area will also be in the new

addition and will have a large treatment area, cold and hot plunge pools, a hydro-treadmill pool, and an ice/storage room. The facility will also have mechanical and electrical spaces, fire suppression, janitorial spaces, as well as a storage space for the golf carts used by the team.

The component institution and FP&C will explore the possibility of incorporating existing and/or surplus furniture, fixtures, and equipment into the project.

The TTU Approve total project budget for the Rip Griffin Park Expansion & Renovation project and accept CMAR's GMP PowerPoint is included herewith as Attachment No. 7.

- I.D.3. TTU: Authorize expenditures for the Academic Sciences Building project and accept the CMAR's GMP for Bid Package 1 - Utilities.—The Board authorized the chancellor or the chancellor's designee to (i) waive the use of a Construction Manager-Agent ("CMA"); (ii) approve expenditures of \$2,628,653 for a total of \$10,759,336 for the Academic Sciences Building project with an anticipated total project budget of \$100,000,000; (iii) accept the Guaranteed Maximum Price ("GMP") for construction of Bid Package 1 - Utilities; (iv) report the project to the Texas Higher Education Coordinating Board ("THECB"); and (v) amend the Construction Manager At Risk ("CMAR") Agreement for execution of Bid Package 1 - Utilities. The expenditures will be funded through General Revenue appropriations and the Revenue Finance System ("RFS"), repaid with Higher Education Funds ("HEF"). The current total of expenditures includes the previously board authorized expenditures (\$8,130,683).

The Board reasonably expects to incur debt obligations for the design, planning, and construction of the project, and all or a portion of the debt proceeds are reasonably expected to be used to reimburse the System for project expenditures previously expended. The maximum principal amount of debt obligations to be issued for the Project is \$100,000,000.

The Board further authorized the president to negotiate and execute any and all agreements with city, state, and county agencies, utility companies and other entities required to successfully complete the project.

This approval grants authority to construct Bid Package 1 - Utilities for the Academic Sciences Building project and incur additional expenditures of \$2,628,653. Total current expenditures of \$10,759,336 will be funded through General

Revenue appropriations and the Revenue Finance System (“RFS”), repaid with Higher Education Funds (“HEF”).

Bid Package 1 - Utilities includes general condition and general requirements; re-routing the LP&L primary electrical line; re-routing of AT&T’s telecommunication line to the Chemistry building; 240 linear feet of new ducts for Texas Tech’s telecommunication network tunnel tie-in; 2 city taps, 2 reduced pressure backflow preventers, 2 meters, and 987 linear feet of fire line piping; and 680 linear feet of sewer line. Alternate No. One is to re-locate the City of Lubbock’s water main using ductile iron pipe should actual field conditions uncover a conflict with the new sewer main.

The Academic Sciences Building will be an approximate 128,999 GSF, basement and 3-story structure in the academic core of the campus. Also located within the Historic District Zone of the campus, the new building will be adjacent to the original Chemistry Building and the Science Building and therefore, will be designed in the spirit of the Spanish Renaissance campus vernacular. The new facility will provide limited office space, a high technology flipped classroom/event space, teaching class labs, collaboration and support spaces, and research space. There are four core shared research labs in the building that include Cell Culture, Histopathology, Human Sampling, and a Clean room. A total of five (5) departments will have a presence in the building including Physics, Geosciences, Psychological Sciences, Biological Sciences, and Chemistry. Site utility infrastructure work will include new direct buried lines from CHACP I to provide heating and cooling for the new facility. The project may include landscape enhancements and public art. The project’s design incorporates a new east facing courtyard and science plaza to foster student collaboration.

The component institution and FP&C will explore the possibility of incorporating existing and/or surplus furniture, fixtures, and equipment into the project.

The TTU Authorize expenditures for the Academic Sciences Building project and accept the CMAR’s GMP for Bid Package 1 – Utilities PowerPoint is included herewith as Attachment No. 8.

- I.D.4. TTU: Acknowledge honorific naming of the School of Veterinary Medicine Plaza the Robert L. Duncan Plaza.—The Board acknowledged the honorific naming of the School of Veterinary Medicine’s Plaza as the “Robert L. Duncan Plaza.” The anonymous donor concurs with the naming of this open-air space. Signage for the space does specify the approved name.

An anonymous donor was considering a gift to the School of Veterinary Medicine ("SVM") and felt the right place to provide support was in this area. The donor felt former Chancellor Robert L. Duncan had a tremendous impact on the School of Veterinary Medicine becoming a reality. Deputy Chancellor Kendra Burris stated, "this donor's admiration for Chancellor Robert Duncan's vision toward establishing this historic and monumental achievement is extraordinary. It's a special occurrence when a donor makes the decision to recognize and honor an individual outside of their own family".

In Duncan's two-plus decades as a Texas legislator, he knew that TTU needed to continue the pursuit of a veterinary school. He'd seen TTU make several attempts only to be impeded.

Duncan became the fourth chancellor of the TTU System in 2014, and one of his goals was to see how Texas Tech could overcome the hurdles that prevented previous efforts and finally secure a veterinary school. He had a vision that TTU's veterinary school would provide innovative solutions for the industry's future... not a duplication of other veterinary schools and would address the shortage of rural and regional veterinarians across the country.

Duncan helped secure both private philanthropic and industry gifts to support construction of the facility and endowment of scholarships for students. During his time as chancellor, Duncan helped secure a \$15 million grant from the Amarillo Economic Development Corporation (AEDC), which later became an agreement to fund up to \$69 million for the building of the SVM facilities. He also helped lead efforts that would result in industry gifts from Amarillo National Bank, Caviness Beef Packers, the Harrington Foundation, and many others.

Duncan was also instrumental in 2016 when he and other TTU System officials testified before the Texas Higher Education Coordinating Board ("THECB") on the need for a new veterinary school in Texas. The THECB agreed there was a critical shortage of large animal and rural veterinarians in Texas and the implication on the nation's food supply. Therefore, their report offered new recommendations to address the problem and cited Texas Tech's plan to develop a veterinary school with an innovative model that did not repeat existing veterinary education efforts in the state. The first new veterinary school in Texas in more than 100 years would come to fruition through the leadership of Duncan and many others not giving up on the dream.

The TTU Acknowledge honorific naming of the School of Veterinary Medicine Plaza the Robert L. Duncan Plaza PowerPoint is included herewith as Attachment No 9.

- I.D.5. TTUHSC: Authorize acceptance of a Gift-In-Kind of Real Property benefiting Texas Tech University Health Sciences Center.—The Board authorized the chancellor or the chancellor’s designee to (i) accept a real property gift-in-kind from the Amarillo Area Foundation (“Donor”) of 5.00 acres out of 20.95 acres, Section 43, Block 9, B.S. & F. Survey, Potter, County, Texas, with an approximate value of \$1,250,000.00; (ii) approve the execution of the deeded land to Texas Tech University Health Sciences Center, and (iii) report the gift to the Texas Higher Education Coordinating Board (“THECB”).

The value of the real property has been quantified by The Steve Rogers Company, a real estate appraisal and services firm based in Amarillo, Texas.

The gift property is located west of the Texas Tech University Health Sciences Center Amarillo campus, and is north of Outlook Drive and west of Coulter Street, more particularly described as follows:

5.00 acres out of 20.95 acres, Section 43, Block 9, B.S. & F. Survey, Potter County, Texas.

This vacant tract of land will be used as an expansion for Texas Tech University Health Sciences Center’s Amarillo campus.

A preliminary Environmental Site Assessment of the property was conducted by the Institution, and no issues were identified.

The Donor is the only nonprofit community foundation serving the more than 400,000 in the Texas Panhandle. It focused on addressing the community’s most critical challenges to create significant, shared, and lasting impact. To date, the Donor has generously contributed over \$10 million to the Texas Tech University System.

The TTU Authorize acceptance of a Gift-In-Kind of Real Property benefiting Texas Tech University Health Sciences Center PowerPoint is included herewith as Attachment No. 10.

- I.D.6. TTUS: Report on Facilities Planning and Construction projects.—The Board accepted a report on Facilities Planning and Construction managed projects, included herewith as

Attachment No. 11 (TTUS Report on Facilities Planning and Construction projects (project data as of 10/27/2021) PowerPoint).

The TTUS Facilities Planning and Construction Capital Projects Budget Analysis FY 2010-2019 Report (10-13-2021) is included herewith as Attachment No. 12.

Thursday, November 18, 2021.—The members of the Board of Regents of the Texas Tech University System convened upon adjournment of the Facilities Committee meeting at 12:14 pm on Thursday, November 18, 2021, in the Board of Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas, with the following in attendance:

ATTENDANCE.—

Regents present were Arcilia Acosta; Cody Campbell; Pat Gordon; Mark Griffin, Vice Chairman; Keaghan Holt, Student Regent; J. Michael Lewis, Chairman; John Steinmetz; John B. Walker; and Dusty Womble. Ginger Kerrick Davis was unable to attend the meeting.

The following officers and staff were present for all or a portion of each committee meeting: Dr. Tedd Mitchell, Chancellor, TTUS; Dr. Lawrence Schovanec, President, TTU; Dr. Richard Lange, President, TTUHSC El Paso; Dr. Lori Rice-Spearman, President, TTUHSC; Mr. Ronnie Hawkins, Jr., President, ASU; Dr. James Johnston, Interim President, MSU; Mr. Keino McWhinney, Secretary of the Board and Executive Assistant to the Chancellor, TTUS; Mr. Eric Bentley, Vice Chancellor and General Counsel, TTUS; Mr. Gary Barnes, Vice Chancellor and Chief Financial Officer, TTUS; Mr. Billy Breedlove, Vice Chancellor for Facilities, Planning and Construction, TTUS; Mrs. Kim Turner, Chief Audit Executive, Office of Audit Services, TTUS; Mr. Patrick Kramer, Vice Chancellor for Institutional Advancement, TTUS; Ms. Martha Brown, Vice Chancellor for State Relations, TTUS; Mrs. Kristina Butts, Vice Chancellor for Federal Relations, TTUS; Mr. Tim Barrett, Chief Investment Officer, TTUS; Mrs. Kendra Burris, Deputy Chancellor, TTUS; Mr. Dailey Fuller, Chief of Staff, Chancellor's Office, TTUS; Mrs. Noel Sloan, Vice President for Administration and Finance and Chief Financial Officer, TTU; Mrs. Penny Harkey, Vice President and Chief Financial Officer, TTUHSC; Mrs. Angie Wright, Vice President for Finance and Administration, ASU; Dr. Beth Reissenweber, Vice President for Administration and Finance, MSU; Mrs. Lupe Valencia-Skanes, Vice President for Finance and Administration, TTUHSC El Paso; Dr. Ronald Hendrick, Provost, TTU; Dr. Darrin D'Agostino, Provost and Chief Academic Officer, TTUHSC; Dr. Donald Topliff, Provost and Vice President for Academic Affairs, ASU; Mr. Byron Kennedy, Vice President for Advancement, TTU; Dr. Martin Camacho, Interim Provost and Vice President for Academic Affairs, MSU; Mr. Kirby Hocutt, Director, Athletics, TTU; Mr. Scott Lacefield, Senior Director of Communications, Chancellor's Office, TTUS; Ms. Debbie Barrow, Director of Board of Governmental Relations, MSU; and Mrs. Christina Martinez, Assistant Secretary to the Board of Regents, TTUS.

- II. MEETING OF THE BOARD—CALL TO ORDER; CONVENE INTO OPEN SESSION OF THE BOARD.—At 12:14 pm, Chairman Lewis announced a quorum present and called the meeting to order.
- II.A. TTUS: STRATEGIC HIGHLIGHT – REPORT ON STRATEGIC INITIATIVES AT TTU.—Chairman Lewis called on President Schovanec who present a report on TTU’s strategic initiatives, included herewith as Attachment 13 (TTU Research Enterprise PowerPoint).
- III. EXECUTIVE SESSION.—At 12:50 pm, the Board recessed and reconvened into Executive Session as authorized by Sections 551.071, 551.072, 551.073, 551.074, and 551.076 of the *Texas Government Code* in the Board of Regents Committee Room (106), First Floor, System Administration Building, 1508 Knoxville Avenue.
- IV. OPEN SESSION.—At 3:20 pm, the Board reconvened in open session in the Board of Regents Conference Room (104A), First Floor, System Administration Building, 1508 Knoxville Avenue, to consider items as a Committee of the Whole and Meeting of the Board.
- IV.A. REPORT OF EXECUTIVE SESSION.—Chairman Lewis called on Vice Chairman Griffin to present motions regarding items discussed in Executive Session.
- Vice Chairman Griffin announced there were four motions resulting from Executive Session.
- IV.A.1. Vice Chairman Griffin moved that the Board authorize the gift related naming of a facility of Angelo State University in accordance with the terms and conditions set forth in executive session ... and delegate to President Hawkins the authority to announce the naming at the appropriate time. The motion was seconded by Regent Campbell and unanimously approved by the Board.
- IV.A.2. Vice Chairman Griffin moved that the Board authorize President Lange to conclude the negotiations and execute the necessary documents for acquisition of property in El Paso as identified in executive session... under the terms and conditions set forth in executive session. The motion was seconded by Regent Campbell and unanimously approved by the Board.
- IV.A.3. Vice Chairman Griffin moved that the Board authorize President Schovanec to conduct the necessary negotiations and execute the necessary documents for a predevelopment agreement for a Texas Tech University Athletics Facility ... under the terms and conditions set forth in executive

session. The motion was seconded by Regent Walker and unanimously approved by the Board.

IV.A.4. Vice Chairman Griffin moved that the Board authorize President Schovanec to conduct the necessary negotiations and execute the necessary documents for the lease of space in the Dallas area ... under the terms and conditions set forth in executive session. The motion was seconded by Regent Steinmetz and unanimously approved by the Board.

IV.A.5. Vice Chairman Griffin moved that the Board authorize Chancellor Mitchell to confer an emeritus appointment to an individual for their distinguished service ... and delegate to Chancellor Mitchell the authority to announce the conferral at the appropriate time. The motion was seconded by Regent Acosta and unanimously approved by the Board.

No action was taken on any other matters that were posted for discussion in Executive Session, which included:

Consultation with Attorney Regarding Legal Matters or Pending and/or Contemplated Litigation or Settlement Offers (Tex. Govt. Code § 551.071) including: Pre-litigation and litigation update; and Other pending legal matters, potential legal claims updates, settlement offer updates, and discussion and advice from general counsel on pending legal issues.

Deliberation Regarding Individual Personnel Matters Relating to the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of Officers or Employees of the TTU System and its Component Institutions. (Tex. Govt. Code § 551.074) including: Discussion of Chancellor duties, assignments, and expectations; and Discussion of other personnel matters including the duties, performance and evaluation of Texas Tech University System or component institution officers and employees.

Deliberation Regarding Security Devices or Security Audits. (Section 551.076).

(*In connection with this item, to the extent that any agenda notation or supplemental written materials, which might otherwise be covered by Tex. Govt. Code §551.1281(b)(1), have been excluded from an internet web posting, such exclusion has been authorized by a certification pursuant to Tex. Govt. Code §551.1281(c).)

VII. RECESS—Chairman Lewis recessed the meeting at 3:23 pm.

Friday, November 19, 2021.— The members of the Board of Regents of the Texas Tech University System reconvened at 8:36 am on Friday, November 19, 2021, in the Board of Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas, with the following in attendance:

ATTENDANCE.—

Regents present were Arcilia Acosta; Pat Gordon; Mark Griffin, Vice Chairman; Keaghan Holt, Student Regent; J. Michael Lewis, Chairman; John B. Walker; and Dusty Womble. Ginger Kerrick Davis participated via videoconference. Regents Cody Campbell and John Steinmetz were unable to attend the meeting.

The following officers and staff were present for all or a portion of each committee meeting: Dr. Tedd Mitchell, Chancellor, TTUS; Dr. Lawrence Schovanec, President, TTU; Dr. Richard Lange, President, TTUHSC El Paso; Dr. Lori Rice-Spearman, President, TTUHSC; Dr. James Johnston, Interim President, MSU; Mr. Keino McWhinney, Secretary of the Board and Executive Assistant to the Chancellor, TTUS; Mr. Eric Bentley, Vice Chancellor and General Counsel, TTUS; Mr. Gary Barnes, Vice Chancellor and Chief Financial Officer, TTUS; Mr. Billy Breedlove, Vice Chancellor for Facilities, Planning and Construction, TTUS; Mrs. Kim Turner, Chief Audit Executive, Office of Audit Services, TTUS; Mr. Patrick Kramer, Vice Chancellor for Institutional Advancement, TTUS; Ms. Martha Brown, Vice Chancellor for State Relations, TTUS; Mrs. Kristina Butts, Vice Chancellor for Federal Relations, TTUS; Mrs. Kendra Burris, Deputy Chancellor, TTUS; Mr. Dailey Fuller, Chief of Staff, Chancellor's Office, TTUS; Mrs. Noel Sloan, Vice President for Administration and Finance and Chief Financial Officer, TTU; Mrs. Penny Harkey, Vice President and Chief Financial Officer, TTUHSC; Mrs. Angie Wright, Vice President for Finance and Administration, ASU; Dr. Beth Reissenweber, Vice President for Administration and Finance, MSU; Mrs. Lupe Valencia-Skanes, Vice President for Finance and Administration, TTUHSC El Paso; Dr. Ronald Hendrick, Provost, TTU; Dr. Darrin D'Agostino, Provost and Chief Academic Officer, TTUHSC; Dr. Donald Topliff, Provost and Vice President for Academic Affairs, ASU; Mr. Scott Lacefield, Senior Director of Communications, Chancellor's Office, TTUS; Ms. Debbie Barrow, Director of Board of Governmental Relations, MSU; and Ms. Kristen Kilpatrick, President, SGA, ASU; Mr. Austin Strode, President, SGA, MSU; Mr. Faisal Al-Hmoud, President, SGA, TTU; Mr. Bernado Gonzalez, President, SGA, TTUHSC; Ms. Alexa Guerrero, President, SGA, TTUHSC El Paso; and Mrs. Christina Martinez, Assistant Secretary to the Board of Regents, TTUS.

VI. MEETING OF THE BOARD—CALL TO ORDER; RECONVENE INTO OPEN SESSION OF THE BOARD.—At 8:36 am, Chairman Lewis announced a quorum present and called the meeting to order.

VI.A. INTRODUCTIONS AND RECOGNITIONS.—The Board continued in Open Session. Chairman Lewis called on Dr. Mitchell, Dr. Johnston, Dr. Schovanec, Dr. Lange and Dr. Rice-Spearman to present their introductions and recognitions.

Chancellor Mitchell recognized Senator Charles Perry; Representative Dustin Burrows; and Representative John Frullo.

Interim President Johnston recognized Dr. Charles “Chuck” Bultena.

President Schovanec recognized Mr. Ernst Keisling and Juanity “Nita” Kiesling; Dr. Nathaniel Wright; Coach Joey McGuire; Eileen Gianiodis; members of the 2021 National Champion Meat Judging including Conner McKenzie and Taylor Schertz and coaches Dr. Mark Miller and Gordon Davis and his wife, Joyce.

President Rice-Spearman recognized Dr. C. Patrick Reynolds; and Dr. William “Trey” Putnam.

President Lange introduced Dr. Guadalupe “Lupe” Valencia-Skanes.

[NOTE: All introductions and recognitions for the November 18-19, 2021 Board of Regents meeting can be viewed in their entirety at the Board of Regents webpage under video archives.]

- VII. RECESS—The Meeting of the Board was not recessed.
- VIII. MEETING OF STANDING COMMITTEES.—No standing committees were reconvened on Friday, November 19, 2021.
- IX. MEETING OF THE BOARD—CALL TO ORDER; RECONVENE INTO OPEN SESSION OF THE BOARD.—The Board continued in Open Session.
- X. OPEN SESSION.—At 9:06 am on Friday, November 19, 2021, the Board continued meeting in open session in the Board of Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas, to consider items as a Committee of the Whole and Meeting of the Board.
 - X.A. APPROVAL OF MINUTES.—Chairman Lewis asked for approval of the minutes of the board meeting held on August 5-6, 2021 and September 1, 2021. Regent Acosta moved for their approval. Regent Walker seconded the motion, and the motion passed unanimously.
 - X.B. COMMITTEE OF THE WHOLE.—Chairman Lewis announced that for the purpose of facilitating action on the items to be considered, Vice Chairman Griffin would preside over the Committee of the Whole.
 - X.B.1. ASU, MSU, TTU, TTUHSC, TTUHSC El Paso, TTUSA, and TTUS: Approve Consent Agenda; acknowledge review of Information Agenda.—The Board approved the Consent Agenda and acknowledgment of its review of the Information Agenda. The following are the Minute Orders approved by this motion.

- X.B.1.a. TTU: Approve appointments to the Rural Veterinarian Incentive Program Committee.—The Board approved the appointment of two practicing veterinarians to the Rural Veterinarian Incentive Program (“RVIP”) Committee in accordance with Section 56.103, Texas Education Code. Membership on this committee also includes the Dean of the Texas Tech University (“TTU”) School of Veterinary Medicine (“SVM”). This request was been approved administratively by the president and the chancellor.

Steven Golla, MS, DVM, is a rural veterinary practitioner and beef cattle rancher in New Braunfels. Dr. Golla graduated with his DVM from Texas A&M in 2001. After a number of associate veterinary positions, he founded Chisolm Trail Veterinary Clinic which grew into four locations. In addition to providing veterinary service, he serves as the Regional Operations Manager and Medical Director for Innovative PetCare. In 2011, he was recognized as the TVMA Food Animal Practitioner of the Year. Dr. Golla is an active member of the Texas Veterinary Medicine Association (TVMA) and currently serves as its President.

Courtney Pace, DVM, is a rural veterinary practitioner and owner of South Plains Veterinary Clinic. Dr. Pace worked as a veterinary technician for various veterinarians before and during veterinary school. Dr. Pace graduated from Texas A&M in 2012. After graduation, she developed expertise in equine medicine and surgery but ultimately was drawn to West Texas in 2013 to work with an icon of veterinary medicine on the South Plains, Dr. Budd Farr. In 2017, she bought the practice from Dr. Farr and has provided essential veterinary services to the community and surrounding regions. Her primary interest is equine reproduction and helping rural producers solve veterinary problems.

- X.B.1.b. TTUHSC: Approve revised tenure and promotion policy.—The Board approved revisions to the tenure and promotion policy of Texas Tech University Health Sciences Center (“TTUHSC”). This request

was approved administratively by the chancellor and the president.

The TTUHSC Operating Policy ("OP") 60.01 with proposed revisions is included herewith as Attachment No. 14.

- X.B.1.c. TTU: Approve affirmation of managerial group and exclude members of the Board of Regents from access to classified information.—The Board approved the following resolutions affirming the classified material managerial group and excluding members of the Board of Regents from access to classified information, as provided for in the National Industrial Security Program Operating Manual, 32 C.F.R §117.9(d)(1)(v) and §117.9(f). This request was approved administratively by the president and the chancellor.

RESOLVED, that those persons occupying the following positions at Texas Tech University ("TTU") be known as the Managerial Group, having the authority and responsibility for the negotiation, execution and administration of User Agency contracts, as described in 32 C.F.R 117, *National Industrial Security Program Operating Manual*:

President, TTU
Vice President for Research, TTU
Facility Security Officer, TTU
Assistant Facility Security Officer(s), TTU

RESOLVED, that the Managerial Group is hereby delegated all of the Board's duties and responsibilities pertaining to the protection of classified information under classified contracts of the Department of Defense or User Agencies of the Industrial Security Program awarded to TTU;

RESOLVED, that the following named officers and members of the Board of Regents shall not require, shall not have, and can be effectively excluded from, access to all classified information in the possession of TTU, and do not occupy positions that would enable them to

affect adversely the policies and practices of TTU in the performance of any classified contracts for the Department of Defense or User Agencies of its Industrial Security Program awarded to TTU, and need not be processed for personnel security clearance:

BOARD OF REGENTS

Mr. J. Michael Lewis
Mr. John Steinmetz
Mr. John Walker
Ms. Ginger Kerrick Davis
Mr. Mark Griffin
Mr. Dusty Womble
Ms. Arcilia Acosta
Mr. Cody Campbell
Mr. Pat Gordon
Ms. Keaghan Holt (Student Regent)

- X.B.1.d. ASU, MSU, TTU, TTUHSC, and TTUHSC El Paso: Acknowledge the Campus Condition Report.—The Board acknowledged the Campus Condition Report for Angelo State University (“ASU”); Midwestern State University (“MSU”); Texas Tech University (“TTU”); Texas Tech University Health Sciences Center (“TTUHSC”); and Texas Tech University Health Sciences Center at El Paso (“TTUHSC El Paso”). This request was approved administratively by the president and the chancellor.

The ASU Campus Condition Report; the MSU Campus Condition Report; the TTU Campus Condition Report; the TTUHSC Campus Condition Report; and the TTUHSC El Paso Campus Condition Report are included herewith as Attachment No. 15; Attachment No. 16; Attachment No. 17; Attachment No. 18; and Attachment No. 19, respectively.

- X.B.1.e. TTUHSC: Approve honorific naming of Texas Tech University Health Sciences Center – Amarillo Campus Standardized Patient Lounge in SimCentral (Tex Nolan Standardized Patient Green Room).—The Board approved the honorific naming of Texas Tech University Health Sciences Center – Amarillo Campus Standardized Patient Lounge in SimCentral the “Tex Nolan Standardized Patient Green Room.” Signage for the space will specify the approved

name. This request was approved administratively by the president and the chancellor.

George “Tex” Nolan was a highly respected employee in the Standardized Patient program at TTUHSC Amarillo’s SimCentral. He began working as a standardized patient officially in 2013, after several years of voluntary work with the TTUHSC School of Pharmacy.

“Tex” worked in the public school system for 46 years. His career began in 1963 as a coach at Robert E. Lee Junior High in Pampa, TX. He would go on to coach for Sunray ISD in 1966, then to Dalhart ISD in 1981, before becoming assistant principal and then principal of Highland Park ISD in 1989. In 1991, “Tex” became the assistant athletic director for Amarillo ISD, and in 1996 he assumed the athletic director position, which he served until his retirement in 2009.

“Tex” was motivated to serve as a standardized patient after receiving a liver transplant in 2001. His passion for standardized patient work was so great, that he often missed family vacations and events because of his personal obligation to serve the future health care workers of our community. He took the work very seriously, often rehearsing his roles with members of his family. In addition, he advocated for organ and blood donation, and was a regular at blood drives, thanking donors for their life saving gift. His service to the Texas panhandle community is felt by many, including his family, and the students, faculty, and staff of TTUHSC in Amarillo.

- X.B.1.f. TTUHSC: Approve honorific naming of Texas Tech University Health Sciences Center Neurology Library (Clayton Jay Crofoot Research Library).—
The Board approved the honorific naming of Texas Tech University Health Sciences Center Neurology Library the “Clayton Jay Crofoot Research Library.” Signage for the space will specify the approved name. This request was approved administratively by the president and the chancellor.

Jay and Kelly Crofoot (“Donors”) are generous supporters of the Texas Tech University System and

its component institutions. They established the Crofoot Endowment in Epilepsy (the “Endowment”) within the Department of Neurology at TTUHSC in 2006. The Endowment has supported treatment for epilepsy patients who otherwise could not afford treatments. The Donors have served the Texas Tech University System in various roles and have continued to be great advocates in the community.

- X.B.1.g. TTUHSC El Paso: Approve acceptance of a Gift-In-Kind benefiting the Woody L. Hunt School of Dental Medicine.—The Board approved acceptance of a gift-in-kind from Bien-Air USA, Inc. Medical Technologies of 145 units of Optima MCX System with Endo and Implant Capabilities electric handpiece systems with a total value of \$427,750.00. This request was approved administratively by the president and the chancellor.

Bien-Air USA, Inc. Medical Technologies (“Donor”) made a generous contribution of 145 units of the Optima MCX System with Endo and Implant Capabilities electric handpiece systems. The value of an individual unit is \$2,950. The total value of all kits of \$427,750.00. The gift will be used to provide dental students a hands-on learning experience with real-world equipment in a clinic setting.

Bien-Air was founded in 1959 in Switzerland. Since its inception, Bien Air has become renowned for their products’ exceptional precision and performance. Its dental division is one of the worldwide leaders in dental high-quality micromotors and handpieces.

- X.B.1.h. TTUHSC El Paso: Approve naming of Texas Tech Dental Oral Health Clinic, Oral Surgery Medical Suite 1036 (Rivera Family Suite).—The Board approved naming the Texas Tech Dental Oral Health Clinic, Oral Surgery Medical Suite 1036 the “Rivera Family Suite.” Signage for the space will specify the approved name. This request was approved administratively by the president and the chancellor.

Dr. Jaime and Mrs. Karina Rivera (“Donors”) made a generous contribution of \$25,000 to support the Woody L. Hunt School of Dental Medicine General

Scholarship Endowment. To honor and recognize this contribution, Oral Surgery Medical Suite 1036 within the Texas Tech Dental Oral Health Clinic will be named the “Rivera Family Suite”. Signage for the space will specify the approved name.

Jaime received his bachelor’s degree from the University of California, Los Angeles, his Doctor of Dental Medicine from Temple University School of Dentistry and completed his orthodontic residency at the University of Texas Health Sciences Center, San Antonio. In 2013, he and Karina moved to El Paso and opened Rivera Orthodontics. The Donors are active in their community. They reside in El Paso, Texas.

- X.B.1.i. TTUHSC El Paso: Approve honorific naming of Texas Tech Medical Center, Room B05 (Dr. Arvin and Beverly Robinson Conference Room).—The Board approved an honorific naming of the Texas Tech Medical Center, Room B05 the “Dr. Arvin and Beverly Robinson Conference Room.” Signage for the space will specify the approved name. This request was approved administratively by the president and the chancellor.

Dr. Arvin and Beverly Robinson have been instrumental in building the radiology department and starting the radiology residency program at Texas Tech University Health Sciences Center El Paso (“TTUHSC EP”). Dr. Robinson’s leadership led to growth in the department faculty and services. The Robinson’s personal giving total to TTUHSC EP is over \$210,000, largely to support an endowed chair in radiology.

Dr. Robinson has a long and distinguished career in academic radiology:

- 1964 MD Medical College of Virginia,
- 2005 MPH University of Rochester (Clinical Investigation),
- 1965-68 Radiology Residency, Duke University
- 1968-69 Pediatric Radiology Fellowship, Duke University
- 1969-71 Major, US Army, Fitzsimons General Hospital, Denver

- 2004-16 PLFSOM, Texas Tech University HSC, El Paso
 - 2004-16 Clinical Professor of Radiology
 - 2005-06 Interim Regional Chairman of Radiology
 - 2006-13 Chairman of Radiology
 - 2008-15 Radiology Residency Program Director
 - 2016 Chair Emeritus of Radiology
- Residency Program Director in 5 other Radiology departments
- Professor and Chairman of Radiology at 4 other medical schools

His honors and awards include the following:

- 1979 Fellow, American College of Radiology (fewer than 10% of practicing radiologists are recognized as Fellow, ACR)
- 1983 Alpha Omega Alpha Honor Medical Society, Faculty Member
- 1998 Univ. Rochester Radiology Resident Teaching Award
- 1999 Association of University Radiology Gold Medal
- 2004 Univ. Rochester annual Arvin E. Robinson Senior Faculty Teaching Award
- 2004 Univ. Rochester Radiology Residents Lifetime Achievement Award
- 2004 Professor Emeritus, Univ. Rochester
- 2010 Faculty of the Year, Texas Tech El Paso
- 2012 Robinson Scholarship for Residency Training in Acad. Rad., Texas Tech El Paso

X.B.1.j. ASU: Approve service on an outside board by an executive administrator.—The Board approved service on an outside board by an executive administrator listed below. This request was reviewed administratively by the chancellor.

President Ronnie Hawkins, Jr. of Angelo State University has been asked to serve on the Air University Board of Visitors for a three (3) year term. Air University (“AU”), headquartered at Maxwell AFB, Alabama, is a major component of Air Education and Training Command (“AETC”) and is the lead agent for Air Force education. AU provides the full spectrum of Air Force education,

encompassing pre-commissioning programs for new officers; graduate programs in specialized military disciplines; progressive, career-long professional military development for officer, enlisted, and civilian Airmen; and specialized programs for US cabinet appointees, senior executive service (“SES”) civilians, and general officers.

Further, the vice chancellor and general counsel has evaluated President Hawkins’ potential service on this outside board and has found that no conflict of interest exists. President Hawkins will serve without compensation but may be reimbursed for necessary travel and per diem in the performance of his duties.

- X.B.1.k. TTUHSC: Determine existence of conflict of interest for lease contract.—The Board determined and disclosed of a conflict of interest identified by Regent Campbell and authorized the president to approve and execute a lease contract (CON3147213) with Winpark Place LLC, to acquire space for Texas Tech University Health Sciences Center (“TTUHSC”) School of Medicine at the Amarillo campus location. This request was approved administratively by the president and the chancellor.

The Amarillo Department of Pediatrics is proud to provide great patient care in both General Pediatrics and Pediatric Subspecialties to the Texas Panhandle. We serve a large population of Medicaid patients and seek to better diversify payor mix in order to offset expenses that cannot otherwise be afforded without external support. This general pediatrics clinic will be located in a prime area of Amarillo for insured patients and will be run as a clinic providing patient care in a manner more competitive to other private pediatricians in Amarillo with dedicated faculty physicians and advanced practice providers. Increased revenue brought in from this clinic will help ensure the Department of Pediatrics in Amarillo can continue its mission of education, research, and patient care to all children in the community.

TTUHSC issued solicitation RFP 739-SL3041432 - Lease of Space General Pediatrics & Subspecialty Clinic (Amarillo, Texas) on June 28, 2021, for

available space in the Amarillo area and selected suite 500 encompassing an expected 5,460 square feet as proposed by Winpark Place LLC represented by Gaut Whittenburg Emerson Commercial Real Estate LLC, located at 6017 Hillside Rd, having an initial term of four years, and one additional option of four years at TTUHSC's unilateral option to exercise. This contract may be terminated without cause following the initial four-year term. The annual rent for this lease contract is \$163,800 or \$30.00/square foot.

Ownership interest by Regent Campbell as co-founder and co-CEO of Double Eagle Energy Holdings III LLC and Double Eagle Development presents a conflict of interest with the business interest described above. To address this conflict, the Texas Education Code 51.923 and Section 03.03.5.a, *Regents' Rules*, allows a higher education agency to conduct business with an entity in which a regent or a regent's family member has a financial interest so long as the regent 1) discloses the conflict of interest in an open meeting; and 2) abstains from the Board's consideration of transactions related to the conflict.

- X.B.1. l. MSU: Approve commissioning of police officer.—The Board approved to commission the individual listed below as a police officer, effective on the date indicated below. This request was approved administratively by the president and the chancellor.

Wendell W. Smith, effective October 8, 2021

- X.B.1.m. MSU: Approve interlocal agreements with Wichita County for police and emergency services.—The Board authorized the chairman of the Board of Regents or his designee to sign two interlocal agreements with Wichita County: one for police services by the county sheriff, included herewith as Attachment No. 20 (MSU Interlocal Cooperation Agreement for Police Services), and one for emergency management services, included herewith as Attachment No. 21 (MSU Interlocal Cooperation Agreement for Emergency Services). This request was approved administratively by the president and the chancellor.

Midwestern State University (“MSU”) is requesting approval of two interlocal cooperation agreements between the University and Wichita County to establish formal working mutual aid relationships in support of police and emergency management services. MSU currently has such agreements with the City of Wichita Falls for public safety and municipal court services and one for fire suppression and emergency management services. Interlocal agreements are authorized by Chapter 791 of the Texas Government Code. The two agreements with Wichita County are for police services by the county sheriff’s office and one for emergency management services. These agreements relate to audit recommendations from the 2017 Clery Act Compliance and the 2019 Safety and Security audits.

The term of each agreement is for one year and shall automatically renew annually on the anniversary of the effective date of the agreement for additional one-year terms unless either party gives written notice of termination thirty calendar days prior to the expiration of the then current term.

- X.B.1.n. TTU: Approve commissioning of police officers.—The Board approved to commission the following individuals as a police officer, effective on the date indicated below. This request was approved administratively by the chancellor and the president.

Niccolas Swartz, effective May 4, 2021
Caleb Gilster, effective May 4, 2021
James Black, effective August 27, 2021
Mikayla Burres, effective August 27, 2021

- X.B.1.o. TTUHSC: Authorize president to execute contract with anesthesiology consultant.—The Board authorized the president to approve and execute a contract with a Consultant to provide Department of Anesthesiology Assessment Services. This request was approved administratively by the president and the chancellor.

The Consultant’s service deliverable is to validate Texas Tech University Health Sciences Center’s (“TTUHSC”) Department of Anesthesiology compensation and provider design

(physician/CRNA). An extensive review will allow the selected Consultant to make recommendations including (1) provider mix appropriate for need, (2) the amount of subsidy provided by teaching hospital, and (3) improvement opportunities.

TTUHSC issued a Request for Proposal 739-SL3105470 (“RFP”) in January 2021 seeking competitive responses from qualified vendors which resulted in an award to MGMA-ACMPE as the most qualified Consultant, possessing the best overall value to TTUHSC.

The anticipated cost of the resulting contract (CON3169762) will not exceed \$40,000, including any reimbursement for Consultants’ actual travel, lodging, and out-of-pocket expenses related to the services provided. A contract is expected to be effective on or about November 20, 2021, and will end on August 31, 2022.

- X.B.1.p. TTUHSC: Approve establishment of a quasi-endowment.—The Board approved to establish a quasi-endowment to support Texas Tech University Health Sciences Center (“TTUHSC”) strategic initiatives and operations and authorized additional institutional funds to be added to the endowment at the discretion of the president. This request was approved administratively by the president and the chancellor.

TTUHSC currently has non-endowment institutional funds invested in the Long Term Investment Fund (“LTIF”) that have grown from an original investment of \$5,000,000 in 1996 to the current balance of \$10,614,857. These funds will be used to establish the requested endowment. The president may authorize additional institutional funds to be added to the corpus of the endowment based on a recommendation from the TTUHSC Chief Financial Officer. The endowment earnings will be at the discretion of the president to support TTUHSC strategic initiatives and operations.

- X.B.1.q. TTUHSC: Approve purchasing contract(s) in excess of \$1,000,000.—The Board approved purchasing contracts in accordance with *Regents’ Rules*

07.12.3.a. This request was approved administratively by the president and the chancellor.

The table as included below shows the purchasing contract(s) for which Board approval is required.

Section 07.12.3.a and 07.12.3.c, Regents' Rules

Component	Vendor (include Contract #)	Service or Goods to be provided	Estimated per annum expenditures	Estimated term expenditures (includes renewals)	Start Date	End Date	New/ Extension	Procurement Method
TTUHSC	(CON2407168) Konica Minolta Americas, Inc.	X-Ray Systems	\$1,212,000	\$1,212,000	Upon execution	8/31/2022	New	Vizient Cooperative

X.B.1.r. TTUS: Authorize chancellor to execute a contract with Wild Basin I & II Investors, LP.—The Board authorized the chancellor or his designee to execute of a lease amendment with Wild Basin I & II Investors, LP. (“WBI”) for the renewal of the lease of office space for the Texas Tech University System (“TTUS”) Office of Investments, located in Austin, Texas. This request was approved administratively by the president and the chancellor.

TTUS entered into a lease agreement with WBI on October 24, 2013 to lease 2,732 square feet of office space. The first lease amendment extended the originally approved term for a period of forty-nine months and will terminate on February 28, 2022. Approval is being requested for a second amendment to the lease agreement which would extend the lease term for an additional twenty-four months, terminating on February 28, 2024. Annual rental costs of the lease will be assessed as follows:

Year 1: 3/1/22-2/28/23	\$68,300
Year 2: 3/1/23-2/28/24	\$70,349

Information Agenda

Information is provided as required by Section 01.02.7.d(4)(c), *Regents' Rules*

- (1) ASU, MSU, TTU, TTUHSC and TTUHSC El Paso: Summary of Revenues and Expenditures by Budget Category, FY 2021 (as of August 31, 2021), per

Section 01.02.8.d(3)(g), *Regents' Rules* – All actual expenditures will be reviewed by the Finance and Administration Committee annually and provided as information. Financial reports for the most recently completed quarter for each of the component institutions are available at:
<https://www.texastech.edu/offices/cfo/board-financial-reports.php>

- (2) TTUHSC and TTUHSC El Paso: Contracts for ongoing and continuing health-related service relationships per Section 07.12.4.c, *Regents' Rules* – “Notwithstanding Section 07.12.3.a or Section 07.12.3.b, *Regents' Rules*, the board delegates to the presidents of health-related institutions the authority to approve the proposals and execute and sign contracts for health related services, as specified herein. This delegation is limited to contracts with entities for which the institution has an ongoing and continuing contractual relationship, to include: revenue contracts from which the institution receives payment for health related services; participation in health provider networks; resident or faculty support; and expense contracts with healthcare providers or suppliers necessary to fulfill the obligation to provide health related services as part of a revenue contract. Before such a contract may be executed, the president shall obtain the prior review of the TTUS Office of General Counsel and the TTUS vice chancellor and chief financial officer, or their designees. A list of health related services contracts that have been executed under this delegation of authority since the previous regular board meeting shall be provided to the board as an information item at the next regular board meeting.”

TTUHSC					
<i>Regents' Rules, 07.12.4.c</i>					
Component	Vendor (Include Contract #)	Service or Goods to be Provided	Start Date	End Date	Extension/ Amendment
TTUHSC	CON3139635 - Northwest Texas Healthcare System Inc	Offsite Hospital Services TDCJ	9/1/2021	8/31/2023	Extension
TTUHSC	CON3121776 - Childress Regional Medical Center - CRMC	Onsite Health Care Services - T.L. Roach Unit	9/1/2021	8/31/2023	Extension
TTUHSC	CON3115155 - Texas Department of Criminal Justice 696	TDCJ Contract Number 696-HS-22-23-A006 - TDCJ MSA FY22-23	9/1/2021	8/31/2023	Extension
TTUHSC	CON3114359 - University of Texas System	Participating Institution Agreement - Texas Child Mental Health Care Consortium	9/1/2021	8/31/2023	Extension
TTUHSC	CON3113668 - Mitchell County Hospital District	Offsite Hospital Services - Price Daniel Unit	9/1/2021	8/31/2023	Extension
TTUHSC	CON3113666 - Mitchell County Hospital District	Onsite Hospital Services - Wallace Unit and San Angelo Work Camp	9/1/2021	8/31/2023	Extension

TTUHSC	CON3107870 - Texas Health and Human Services Commission	TTUHSC to participate in the NAIP program	9/1/2021	8/31/2022	Extension
TTUHSC	CON3106727 - Covenant Health System	Support - Resident Rotations and Physician Services	7/1/2021	6/30/2022	Extension
TTUHSC	CON3093510 - University Medical Center - UMC Lubbock	Staffing and Funding Support - Department of Anesthesiology	7/1/2021	6/30/2022	Amendment
TTUHSC	CON3053511 - University Medical Center - UMC Lubbock	Residency Program Directors	9/1/2021	8/31/2022	Amendment
TTUHSC	CON3053371 - University Medical Center - UMC Lubbock	Agreement for Medical Director Services	7/1/2021	6/30/2022	Amendment
TTUHSC	CON3053357 - University Medical Center - UMC Lubbock	Pediatrics Critical Care Intensivists	7/1/2021	6/30/2022	Amendment
TTUHSC	CON3041369 - University Medical Center - UMC Lubbock	Pediatric Surgery Services	7/1/2021	6/30/2022	Amendment
TTUHSC	CON3041229 - University Medical Center - UMC Lubbock	Burn and Trauma Services - Department of	4/1/2021	6/30/2022	Amendment
TTUHSC	CON3035911 - University Medical Center - UMC Lubbock	Call Coverage Services Agreement	7/1/2021	6/30/2022	Amendment
TTUHSC	CON2966843 - Covenant Health System	Physician Services	7/1/2021	6/30/2022	Extension
TTUHSC	AMEND597614-004 - University of Texas Medical Branch	Subcontract for Pharmaceutical Services for TDCJ	9/1/2021	8/31/2023	Extension
TTUHSC	AMEND588851-007 - University Medical Center - UMC Lubbock	Master Coordinating Agreement	7/1/2021	6/30/2022	Extension
TTUHSC	AMEND2696272-002 - Hendrick Medical Center	Amendment to Extend - Onsite Hospital Services - Middleton Unit TDCJ	9/1/2021	10/31/2021	Extension
TTUHSC	AMEND2696266-002 - Hendrick Medical Center	Amendment to Extend - Onsite Hospital Services - Robertson Unit TDCJ	9/1/2021	10/31/2021	Extension
TTUHSC	AMEND2696206-001 - Hendrick Medical Center	Amendment to Extend - Offsite Hospital Services TDCJ	9/1/2021	10.31.2021	Extension
TTUHSC	AMEND2395417-002 - Texas Department of	Amendment to Compensation - TDCJ MSA- Correctional Health	6/28/2021	8/31/2021	Amendment

	Criminal Justice 696	Care Services FY20-21 - 696-HS-20-21-A059			
TTUHSC	AMEND1575374-007 - Ector County Hospital District	Master Coordinating Agreement - Faculty & Resident Support FY22	10/1/2021	10/1/2022	Extension

TTUHSC El Paso					
<i>Regents' Rules, 07.12.4.c</i>					
Component	Vendor (Include Contract #)	Service or Goods to be Provided	Start Date	End Date	Extension/Amendment
TTUHSC EP	(08981) HHSC	NAIP	09/01/21	08/31/22	Extension
TTUHSC EP	(08999) UT System	TCMHCC	09/01/21	08/31/23	Extension
TTUHSC EP	(01434-A02) El Paso County Clinical Services, Inc.	PATHOLOGY	10/01/21	09/30/22	Extension
TTUHSC EP	(08903) El Paso County Hospital District dba UMC	TSA	11/01/21	10/31/24	Extension

- (3) TTUHSC and TTUS: Consulting contracts with an initial consideration of \$25,000 or less per Section 07.12.4.e.(2), *Regents' Rules* – “(a) Board approval is not required, but the vice chancellor and chief financial officer, in consultation with the chancellor, presidents, and chief financial officers of the institutions, shall review consulting contracts of \$25,000 or less prior to execution of the contract by the chancellor or president, as appropriate. (b) A report of the contract shall be provided as an Information Agenda item at the next board meeting.”

TTUHSC					
<i>Regents Rules, 07.12.4.e.(2)</i>					
Component	Vendor (Include Contract #)	Consulting Service to be Provided	Term Consideration	Start Date	End Date
TTUHSC	(CON3139275) Association of Academic Physiatrists	Development and Implementation of ACGME-Accredited PM&R Residency	\$ 10,000	9/22/2021	9/21/2022

TTUS					
<i>Regents Rules, 07.12.4.e.(2)</i>					
Component	Vendor (Include Contract #)	Consulting Service to be Provided	Term Consideration	Start Date	End Date
TTUS	(Contract #C17477) Calton Hill Consulting	Establish measurements process and database for leader	\$24,000	7/1/2021	1/31/2022

		development programs			
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- (4) ASU, TTU, TTUHSC and TTUHSC El Paso:
Contracts that involve a stated or implied consideration that total in excess of \$1,000,000 over the entire term of the contract but the per annum amount is less than \$1,000,000 per section 07.12.4 of the *Regents' Rules* – Notwithstanding Section 07.12.3.a, *Regents' Rules*, the chancellor or president, as appropriate, is delegated the authority to approve: (i) contracts that involve a stated or implied consideration that total in excess of \$1,000,000 over the entire term of the contract but the per annum amount is less than \$1,000,000; and (ii) any amendment, extension, or renewal of a contract originally approved by the chancellor or president, as appropriate, so long as the amendment, extension, or renewal does not cause the per annum amount of the contract to exceed \$1,000,000. This requirement is applicable to both cash and non-cash considerations. Information about such contracts or contract amendments, extensions, or renewals that are approved by the chancellor or a president under this delegation of authority shall be provided to the board as an information item at the next regular board meeting.

ASU: Approved Purchasing Contracts								
<i>Regents Rules, 07.12.4</i>								
Component	Vendor (Include Contract #)	Service or Goods to be Provided	Per Annum Consideration	Term Consideration (includes renewal)	Start Date	End Date	New or Extension	Procurement Method
ASU	Contract # 10-014-000- 3643 General Land Office/ Atmos Energy Corp	Gas for Atmos Meters #66053201 #66053202	Gas Price equal to the Index Price posting as first published each month in Platts Gas Daily price guide report, plus a Market Demand Factor of \$0.38 per MMBtu.	≈ \$1,200,000	9/1/2009	8/31/2023	Extension (Amendm ent #5)	Interagency Cooperation Contract
Note: Effective date of contract – 9/1/2009; Effective date of Amendment #5 – 9/1/2021 – 8/31/2023								

TTU Approved Purchasing Contracts								
<i>Regents Rules, 07.12.4</i>								
Component	Vendor (Include Contract #)	Service or Goods to be Provided	Per Annum Consideration	Term Consideration (includes renewal)	Start Date	End Date	New or Extension	Procurement Method
TTU	(#C17906) RC Taylor	Hospitality Retail Supplies	\$900,000/ year	\$7.2 mil.	Execution	8 years after execution	New	Request For Proposal
TTU	(#C14700) Texas Workforce Commission	Vocational, Social, and Life Skills for Young Adults with Autism Spectrum Disorder through the Transition Academy at the Burkhart Center	\$500,000/year (revenue)	\$2.0 mil.	09/01/2019	08/31/2023	Extension	Other State Agency
TTU	(#C12375) Proctorio	Secure Exam Proctoring Services and Mobile Proctoring Services	\$290,000/year	\$1.6 mil.	03/01/2018	08/31/2023	Extension	Sole Source
TTU	(#C17684) Bold Zebras dba PowerApps9 11	Microsoft Power BI Dashboard Development and Integrated Analytics Services for US PREP	\$175,000/year	\$1.4 mil.	08/26/2021	08/25/2029	New	Request for Proposal
TTU	(#C17651) 3Play Media, Inc.	Video Captioning and Transcription Products and Services	\$175,000/year	\$1.4 mil.	08/31/2021	08/30/2029	New	Request for Proposal
TTU	(#C17905) Daktronics	Athletic, Physical Education, Gymnasium Supplies & Equipment and Heavy Duty Exercise Equipment & Related Accessories	\$500,000/year	\$1.5 mil.	04/01/2019	03/31/2022	Extension	Buyboard cooperative
TTU	(#C12366) Qualys, Inc.	Security Assessment Technology Platform	\$400,000/year	\$1.6 mil.	09/01/2018	08/31/2022	Extension	Sole Source

TTU	(#C13370) SHI Government Solutions/Adobe	Adobe products and applications	\$400,000/year	\$1.6 mil.	10/16/2018	10/15/2022	Extension	UT Alliance
TTUS	(#C17907) HON/Navajo Office	Furniture	\$1.0mil/year	\$3.0 mil.	12/01/2021	11/30/2024	New	Omnia Partners Cooperative
TTUS	(#C17510) Gartner, Inc.	Gartner Research Services	\$500,000/year	\$1.5 mil.	09/01/2021	08/31/2024	New	DIR Contract

TTUHSC Approved Purchasing Contracts								
<i>Regents Rules, 07.12.4</i>								
Component	Vendor (Include Contract #)	Service or Goods to be Provided	Per Annum Consideration	Term Consideration (includes renewal)	Start Date	End Date	New or Extension	Procurement Method
TTUHSC	CON3113669 - State Office of Risk Management	Worker's Compensation	\$700,001	\$1,400,002	9/1/2021	8/31/2023	New	Interagency
TTUHSC	CON3113591 - Stephens Memorial Hospital District	Onsite Hospital Services - Sayle Facility	\$621,512	\$1,243,025	9/1/2021	8/31/2023	New	Professional Services
TTUHSC	CON3112537 - United Regional Health Care System Inc	Offsite Hospital Services TDCJ	\$900,000	\$1,800,000	9/1/2021	8/31/2023	New	Professional Services
TTUHSC	CON2349066 - Radiation Oncology of the South Plains PA	Radiation Oncology Services - TCCO	\$449,085	\$1,380,421	5/1/2019	4/30/2022	Extension	Professional Services
TTUHSC	CON1723797 - BMA Montford	Dialysis Services – Montford Unit	\$551,995	\$2,686,530	9/1/2017	8/31/2021	Extension	Professional Services
TTUHSC	CON1718065 - Brian J. Norkiewicz	Surgical Acute Care Services	\$282,350	\$1,285,573	9/1/2017	8/31/2022	Extension	Professional Services
TTUHSC	CON1652256 - Neogen Mental Health Behavioral Services PA	Psychiatry Services – Montford Unit	\$744,733	\$2,885,488	1/1/2017	8/31/2022	Extension	Professional Services
TTUHSC	CON1645105 - University Medical Center - UMC Lubbock	Physician Coding License and Services	\$261,902	\$1,948,527	12/30/2016	12/29/2021	Extension	Interlocal
TTUHSC	CON1583051 - Covenant	Professional Services Preceptorship	\$484,999	\$2,644,999	7/1/2016	6/30/2022	Extension	Professional Services

	Medical Group							
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TTUHSC El Paso Approved Purchasing Contracts								
<i>Regents Rules, 07.12.4</i>								
Component	Vendor (Include Contract #)	Service or Goods to be Provided	Per Annum Consideration	Term Consideration (includes renewal)	Start Date	End Date	New or Extension	Procurement Method
TTUHSC EP	(08758) Mildenhall Anesthesia, PLLC	CRNA	\$400,000/ year	\$1.6 mil. (pro-rated)	08/09/21	08/31/25	New	N/A: Professional Services
TTUHSC EP	(08756) SWAC Anesthesia PC	CRNA	\$400,000/ year	\$1.6 mil. (pro-rated)	08/11/21	08/31/25	New	N/A: Professional Services
TTUHSC EP	(08735) Edwin Martinez Anesthesia Services PLLC	CRNA	\$400,000/ year	\$1.2 mil. (pro-rated)	08/17/21	08/31/24	New	N/A: Professional Services
TTUHSC EP	(08845) Luis Esparza, M.D.	CRMD	\$400,000/year	\$1.6 mil.	09/01/21	08/31/25	New	N/A: Professional Services
TTUHSC EP	(06502-A02) Atkinson Anesthesia, PLLC	CRNA	\$400,000/year	\$1.1 mil. (pro-rated)	07/14/19	08/31/22	Extension	N/A: Professional Services
TTUHSC EP	(05909-A02) Whitman Professional Services, PC	CRNA	\$400,000/year	\$1.2 mil. (pro-rated)	02/09/19	08/31/22	Extension	N/A: Professional Services
TTUHSC EP	(01455-A02) Cerner Corporation	IT EMR	\$380,845/year	\$2.2 mil.	02/03/16	08/31/22	Extension	N/A: Professional Services
TTUHSC EP	(01834 A-09) Cerner Corporation	IT EMR	\$389,823/year	\$2.3 mil.	02/03/16	08/31/22	Extension	N/A: Professional Services

- (5) TTU and TTUHSC: Contracts for Sponsored Program Projects per Section 07.12.4.b., *Regents' Rules* – The board delegates to the presidents the authority to approve the proposals and execute and sign contracts for sponsored program projects in excess of \$1,000,000 per annum. Sponsored program projects are those grants, contracts, and cooperative agreements from either the public or private sectors that support research, instructional, and service projects. A list of such contracts for sponsored program projects in excess of \$1,000,000 per annum shall be provided to the board as an information item at the next regular board meeting.

TTU:

- (a) Teacher Incentive Allotment; Doug D. Hamman, Professor, Dept of Teacher Education, and Principal Investigator; Texas Education Agency (701); \$24,872,253 awarded
- (b) BMGF Cohorts IV and V; Sarah E. Beal, Executive Director, US PREP National Center, and Principal Investigator; Bill and Melinda Gates Foundation; \$6,500,000 awarded
- (c) LRN COVID-19 Testing; Steven M. Presley, Professor, TIEHH, and Principal Investigator; DSHS - Department of State Health Services; \$1,612,900 awarded

TTUHSC:

- (a) Texas Higher Education Coordinating Board Graduate Medical Education Expansion Grants - New Program-Surgery Lubbock; contract year 7/1/2021 through 6/30/2022; contract amount \$1,200,00.00.
- (b) Texas Higher Education Coordinating Board Graduate Medical Education Expansion Grants 2020-2021- Psychiatry Ode Clinic; contract year 7/1/2021 through 6/30/2022; contract amount \$1,274,103.00.
- (c) National Institute on Alcohol Abuse and Alcoholism- NIAAA grant funding entitled "Medication Development for Alcohol Use Disorder"; grant year 09/01/2021-08/31/2022; award amount \$1,486,106.00
- (d) Right Fund grant funding entitled "Development of schistosomiasis vaccine for human trials and worldwide deployment"; grant year 06/22/2021-06/30/2023; award amount ~\$3,527,540.00
- (e) Administration for Children and Families contract entitled "Nurse-Family Partnership Program"; contract year 09/01/2021-08/31/2022; contract amount \$1,002,000.00
- (f) Cancer Prevention and Research Institute of Texas grant funding entitled "North Texas Clinical Pharmacology Cancer Core"; grant year 08/31/2021-08/30/2022; grant amount \$1,671,728.00
- (g) Cancer Prevention and Research Institute of Texas grant funding entitled "TTUHSC Texas Regional Excellence in Cancer Award"; grant year 08/31/2021-08/30/2022; grant amount \$1,199,936.00

- (6) TTU: Emergency or exigent circumstances approval by Section 01.02.1.b and 07.12.3.g, *Regents' Rules*: "When an emergency or exigent circumstances exist that cannot be adequately addressed through Section 07.04.4.a(2) relating to budget adjustments, Section 07.12.3.g relating to contracts, or Section 08.01.7 relating to major construction projects, the chair – or if the chair is not available within the time required for action, the vice chair may approve a proposal submitted by the chancellor, or the chancellor's designee... Unless prohibited by law and upon recommendation of the chancellor, when an emergency or exigent circumstances exist and it is not feasible or practical to convene a quorum of the board within the time in which action is needed, approval may be given for a contract by verbal approval of the chair or of the chair of the Finance and Administration Committee. Contracts approved in this manner shall be presented to the board as an information item at the next board meeting."

- (a) On August 16, 2021, Chairman Lewis granted an exigent circumstances approval that authorized President Schovanec, or his designee, to execute an agreement with Sports Media Advisors ("SMA"). SMA will provide consulting services to help Texas Tech University understand its potential media value. In advance of the Chairman's action, all regents were provided information regarding the terms of the agreement.
 - (b) On October 8, 2021, Chairman Lewis granted an exigent circumstances approval for the acceptance of a gift of \$20 million to Texas Tech Athletics and the naming of the Dustin R. Womble Football Center
 - (c) On November 8, 2021, Chairman Lewis granted an exigent circumstances approval that authorized President Schovanec, or his designee, to execute an employment agreement with Joey McGuire to serve as the Head Football Coach for Texas Tech University.
- (7) ASU, MSU, TTU, TTUHSC and TTUHSC El Paso: Chief Executive Officer Title IX administrative reports as required by Texas Education Code, Section 51.253(c): "Subject to Subsection (d), at least once during each fall or spring semester, the chief executive officer of a postsecondary educational institution shall submit to the institution's governing body and post on the institution's Internet website a report concerning the reports received under Section 51.252. The report: (1) may not identify any person; and (2) must include: (A) the number of reports received under Section 51.252; (B) the number of investigations conducted as a result of those reports; (C) the disposition, if any, of any disciplinary processes arising from those reports; (D) the number of those reports for which the institution determined not to initiate a disciplinary process, if any; and (E) any disciplinary actions taken under Section 51.255." Reports for the most recently completed reporting period are available to the board and are posted on each component institution website.
- ASU:** <https://www.angelo.edu/services/title-ix/annual-reports/>
MSU: <https://msutexas.edu/titleix/annual-reports.php>
TTU: <https://www.depts.ttu.edu/titleix/includes/AnnualReport.pdf>
TTUHSC: https://www.ttuhs.edu/title-ix/institutional_annual_reports.aspx
TTUHSC EP: <https://elpaso.ttuhs.edu/title-ix/title-ix-reporting.aspx>
- (8) TTUHSC: Report on establishment of new centers and institutes per Section 04.11.2., *Regents' Rules*: "The establishment or substantive restructuring of a center, institute, or other academic unit or program not addressed in Section 04.11.1 herein shall be approved by the president, with notice provided to the board via an item in the Information Agenda for the next meeting of the board."

(a) The Peripheral Arterial Disease (PAD) Center of Excellence seeks to provide successful screening, treatment, and education about peripheral arterial disease and critical limb ischemia through the collaborative efforts of a multidisciplinary team of clinicians. The mission is to coordinate a multispecialty treatment approach for patients with peripheral arterial disease while obtaining optimal care of comorbidities in an effort to prevent limb amputation. The Center, which will be based in the School of Medicine, will be led by Dr. Mac Ansari.

(9) TTUS: Texas Tech Foundation Board nominations by Article IV, Section 2, Amended and Restated Bylaws of Texas Tech Foundation, Inc.: "The Foundation Board shall be composed of not less than twenty-one (21), and not more than forty (40) voting members, elected by the current members, with notice to the Board of Regents. Members of the Foundation Board serve in cooperation and coordination with the Board of Regents. The Foundation Board shall endeavor to have at least one member from each of Lubbock, El Paso and San Angelo or their surrounding areas and shall further endeavor to have members that represent the diverse geographic areas of Texas served by the University System."

(a) On August 27, 2021, the Texas Tech Foundation Board of Directors unanimously approved the following individuals to serve on the foundation board of directors:

Second Term Appointments – Expiring August 31, 2025

Kim Ford
Honorable James "Jim" Keffer
Jim Skinner

First Term Appointments – Expiring August 31, 2025

David Alderson
Walt Cathey
Honorable Robert L. Duncan
Juan Nevarez
Barry Street
Tim Winn

The Texas Tech Foundation, Inc.'s bylaws state that the Board of Directors (the "Board") shall be composed of not less than twenty-one (21) and no more than forty (40) voting members, elected by the current members, with notice to the Board of Regents.

(10) TTU: Naming of a Facility in Recognition of Gifts of Less than \$500,000.00 per Section 13.02.2.b(4)
Regents' Rules: "[g]ifts of less than \$500,000.00 that meet the requirements outlined in this chapter for naming of a facility, as defined herein, may be approved by the component institution president, in cooperation and coordination with the VCIA. The

item will be placed as an information item at the next board meeting after the public announcement.”

<i>Regents Rules, 13.02.2.b(4)</i>					
Component	Facility	Naming	Donor	Affiliated Foundation	Gift Amount
TTU	Black Cultural Center – Library	Peters Family Legacy Library	Brenda Peters	Texas Tech Foundation, Inc.	\$150,000.00

Regent Griffin moved that the item as presented be approved. The motion was seconded by Regent Walker and passed unanimously.

Regent Griffin stated that consideration of items by the Committee of the Whole was concluded.

X.C. SCHEDULE FOR BOARD MEETINGS.— Mr. McWhinney presented the following schedule for future board meetings: February 24-25, 2022, El Paso; May 5-6, 2022, Lubbock; August 11-12, 2022, San Angelo; November 17-18, 2022, Lubbock.

X.D. STUDENT GOVERNMENT ASSOCIATION REPORTS

X.D.1. REPORT BY STUDENT GOVERNMENT ASSOCIATION, ASU—Chairman Lewis called on Kristen Kilpatrick, president, Student Government Association, ASU, who presented a report from the Student Government Association. (NOTE: This report can be viewed in its entirety at the Board of Regents webpage under video archives.)

X.D.2. REPORT BY STUDENT GOVERNMENT ASSOCIATION, MSU—Chairman Lewis called on Austin Strode, president, Student Government Association, ASU, who presented a report from the Student Government Association. (NOTE: This report can be viewed in its entirety at the Board of Regents webpage under video archives.)

X.D.3. REPORT BY STUDENT GOVERNMENT ASSOCIATION, TTU—Chairman Lewis called on Faisal Al-Hmoud, president, Student Government Association, TTU, who presented a report from the Student Government Association. (NOTE: This report can be viewed in its entirety at the Board of Regents webpage under video archives.)

X.D.4. REPORT BY STUDENT GOVERNMENT ASSOCIATION, TTUHSC—Chairman Lewis called on Bernado Gonzalez, president, Student Government Association, TTUHSC, who

presented a report from the Student Government Association. (NOTE: This report can be viewed in its entirety at the Board of Regents webpage under video archives.)

X.D.5. REPORT BY STUDENT GOVERNMENT ASSOCIATION, TTUHSC El Paso.—Chairman Lewis called on Alexa Guerrero, president, Student Government Association, TTUHSC El Paso, who presented a report from the Student Government Association. (NOTE: This report can be viewed in its entirety at the Board of Regents webpage under video archives.)

XI. EXECUTIVE SESSION.—The Board did not convene into Executive Session.

XII. OPEN SESSION.—At 9:50 am, the Board continued in open session in the Board of Regents Conference Room (104A), First Floor, System Administration Building, 1508 Knoxville Avenue, to consider items as a Committee of the Whole and Meeting of the Board.

XIV.A. REPORT OF EXECUTIVE SESSION.—There were no motions from Executive Session

XIV.B. CHAIRMAN'S ANNOUNCEMENTS.—There were no announcements.

XIII. ADJOURNMENT.—Chairman Lewis adjourned the meeting at 9:50 am.

INDEX OF ATTACHMENTS

Attachment 1	ASU OP 74.06, Alcohol Beverage Policy and Procedure with proposed amendments
Attachment 2	TTUS Investment Performance Update PowerPoint
Attachment 3	TTUS Report on TTUS Endowments PowerPoint
Attachment 4	TTUHSC OP 60.03, Comprehensive Performance Evaluation of Tenured Faculty with proposed revisions
Attachment 5	TTUS Prioritized Audit Plan FY 2022
Attachment 6	ASU Approve Ground Lease with City of San Angelo for Land at Mathis Field Airport PowerPoint
Attachment 7	TTU Approve total project budget for the Rip Griffin Park Expansion & Renovation project and accept CMAR's GMP PowerPoint
Attachment 8	TTU Authorize expenditures for the Academic Sciences Building project and accept the CMAR's GMP for Bid Package 1 – Utilities PowerPoint
Attachment 9	TTU Acknowledge honorific naming of the School of Veterinary Medicine Plaza the Robert L. Duncan Plaza PowerPoint
Attachment 10	TTU Authorize acceptance of a Gift-In-Kind of Real Property benefiting Texas Tech University Health Sciences Center PowerPoint
Attachment 11	TTUS Report on Facilities Planning and Construction projects (project data as of 10/27/2021) PowerPoint
Attachment 12	TTUS Facilities Planning and Construction Capital Projects Budget Analysis FY 2010-2019 Report (10-13-2021)
Attachment 13	TTU Research Enterprise PowerPoint
Attachment 14	TTUHSC Operating Policy ("OP") 60.01 with proposed revisions
Attachment 15	ASU Campus Condition Report
Attachment 16	MSU Campus Condition Report
Attachment 17	TTU Campus Condition Report
Attachment 18	TTUHSC Campus Condition Report
Attachment 19	TTUHSC El Paso Campus Condition Report
Attachment 20	MSU Interlocal Cooperation Agreement for Police Services
Attachment 21	MSU Interlocal Cooperation Agreement for Emergency Services

I, Keino McWhinney, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of the Texas Tech University System Board of Regents meeting on November 18-19, 2021.



SEAL

A handwritten signature in blue ink, appearing to read "Keino McWhinney", is written over a horizontal line. Below the line, the name "Keino McWhinney" and the title "Secretary" are printed in a black, sans-serif font.

Keino McWhinney
Secretary

[Minor revisions: approved by the Board of Regents, March 6, 2015]



Angelo State University
Operating Policy and Procedure

OP 74.06: Alcohol Beverage Policy and Procedure

DATE: July 2, 2019

PURPOSE: The purpose of this OP is to establish a policy defining the use of alcoholic beverages while using university facilities.

REVIEW: This OP will be reviewed in May every three years, or as needed, by the director for business services with recommended revisions forwarded through the vice president for finance and administration and the vice president for student affairs ~~and enrollment management~~ to the president by June 15 of the same year and presented to the Board of Regents for approval.

POLICY/PROCEDURE

1. Policy

The following are the policies and procedures governing the use of alcohol at Angelo State University. Both were formulated in accordance with the laws of the State of Texas restricting the possession and consumption of alcohol to persons who are twenty-one (21) years of age or older.

a. General Policies

The following policy shall apply for the establishment, organization, and implementation of alcoholic beverage service in university facilities as approved by the president or vice president for finance and administration, as needed. Currently these facilities include the Houston Harte University Center, the Junell Center/Stephens Arena, and the University Lake Facility. **Possession or consumption of alcohol at specific university facilities may be permitted or restricted at the discretion of the president or vice president for finance and administration.**

- (1) A sponsoring organization desiring to have alcoholic beverages served in conjunction with an event scheduled in a university facility must complete and return to the Special Events office a "Request to Serve Alcoholic Beverages" form. The form must be returned fifteen (15) business days prior to the event and requires the approval signature of several university administrators including the president or vice president for finance and administration, as needed. These forms may be obtained from the Special Events Office in room 200 of the Houston Harte University Center.

[Minor revisions: approved by the Board of Regents, March 6, 2015]

- (2) Any sales or complimentary service of alcoholic beverages shall comply with federal, state and local laws regarding the possession, consumption and distribution of alcoholic beverages.
 - (3) Any event in which alcoholic beverages are to be served on a complimentary basis shall be pre-approved in writing by the Angelo State University president.
 - (4) All service of alcoholic beverages at any Texas Tech University System (TTUS) event shall be provided by a caterer or server(s) licensed by the Texas Alcoholic Beverage Commission to serve alcoholic beverages who provide proof of appropriate insurance coverage. The furnishing or sale of alcoholic beverages in designated Angelo State University facilities will be restricted solely to the university's alcoholic beverage license holder.
 - (5) Any agreement for sales of alcoholic beverages at a single Texas Tech University System (TTUS) event shall be with a third-party vendor holding all permits required by the Texas Alcoholic Beverage Commission and shall be approved in writing by the Angelo State University president or vice president for finance and administration, as needed.
 - (6) Any agreement to license the sale of alcoholic beverages by a third-party vendor at or in conjunction with any intercollegiate athletic event at a TTUS facility shall be approved by the Board of Regents. Any other agreement to license sales of alcoholic beverages by a third-party vendor on a term or multi-event basis shall be approved by the president of the component institution that is responsible for the facility or facilities involved. Before any such approval is granted, the president shall notify the chancellor and the board of the proposed agreement.
 - (7) No department or office of the TTU System shall be licensed to sell alcoholic beverages unless such sales activity is a necessary component of the department's or office's approved academic curriculum (e.g., the Department of Restaurant, Hotel and Institutional Management in the College of Human Sciences at Texas Tech University). Before any such application is submitted, the approval of the department chair or head of the academic unit involved, the dean of the college or school, and the president of the respective component institution shall be obtained.
 - (8) Alcoholic beverage service will be provided only in conjunction with events that include food service. In addition, non-alcoholic beverages are also to be readily available at these events.
 - (9) Keg beer will not be sold, served, or allowed in university facilities unless specifically pre-authorized in writing by the president or vice president for finance and administration, as needed.
 - (10) The possession and consumption of alcoholic beverages will be limited to the room(s) or space(s) in which the catered event occurs.
- b. Catered Events and Joint Sponsorship Events

[Minor revisions: approved by the Board of Regents, March 6, 2015]

Alcoholic beverage sales and/or service in designated university facilities are divided into two categories: Catered Events for Non-University Groups and Joint Sponsorship Events.

(1) Catered Events for Non-University Groups

- (a) Catered events are private, controlled access events.
- (b) The sponsoring organization will be responsible for controlling access to the event facility and for assuring compliance with applicable state law.

(2) Joint Sponsorship Events

- (a) Whenever non-university groups share in the use of university facilities, it shall be upon the invitation of the university and under its joint sponsorship and with the further understanding that all of the conditions governing such sponsorship are to be set by the university.
- (b) In the case of programs for which the university is a joint sponsor, the fee to be paid by the co-sponsor will be a matter for negotiation in each case, subject to final approval by the president or a designated appointee, and will be specified in the agreement providing for the joint sponsorship.

c. Security

One or more uniformed police officers will be required to be on duty throughout the duration of each catered event serving alcoholic beverages. Expense for this service will be assessed to the sponsoring organization.

d. Student Housing

The possession or use of alcoholic beverages is permitted in the individual apartments of Vanderventer Apartments and the individual rooms in designated areas of Concho Hall provided all of the student residents of the individual apartment or room are twenty one (21) years of age or older.

e. Student Organizations

University recognized and/or funded student organizations may not sponsor events and/or activities, open to the general public, where alcoholic beverages are served and/or consumed without written approval from the Angelo State University president.

- f. Renewed or revised policies required by this section adopted by a component institution subsequent to board approval of this provision shall be subject to the prior approval of the board. Thereafter, any substantive change in the component institution's policies shall be subject to approval by the board.



TTUS Investment Performance Update

Tim Barrett, CFA

Associate Vice Chancellor & Chief Investment Officer

November 18, 2021

1

LTIF Transition Progress in 2021 & Forward Expectations

As of August 31, 2021



Q1 2021:

Simplified benchmark to single performance objective of Global 60/40 plus 1%
Simplified public equity trading across five geographies to a single global instrument
Started to redeem from niche and higher risk strategies that did not fit the new mandate
Began to consolidate investments to more diversified funds, decreasing risk to be more in line with the new policy benchmark

Q2 2021:

Portfolio reached 60% Growth and 40% Stable Value targets, matching the new benchmark, though manager lineup is still being shifted

Q3 2021:

14 managers, both public and private, are winding down. This is a 24% reduction in total manager count. Roughly \$63M from these managers was distributed YTD.

Q4 2021 Expectations:

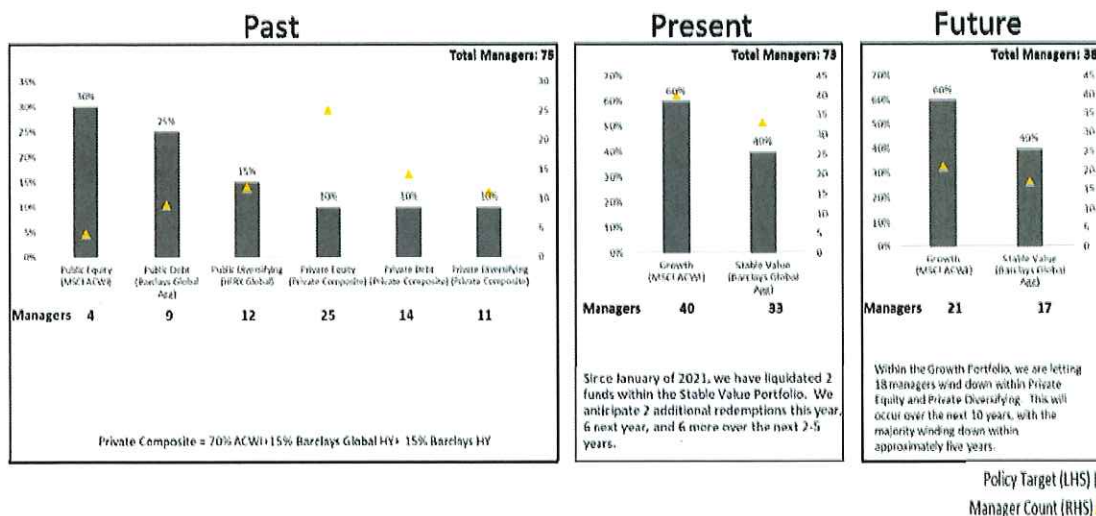
Additional \$40M from public managers

By Q2 2022 we expect roughly an accumulative of \$200M of distributions from public managers.
Private managers will liquidate roughly \$161M over the next 5 years.

2

LTIF Transition to New Directive

As of August 31, 2021



3

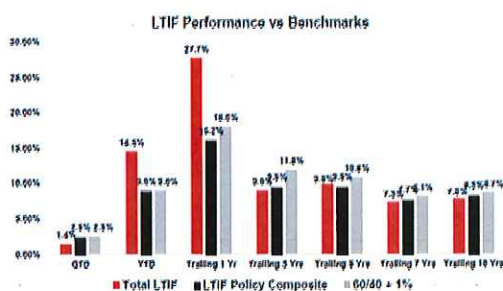
Long Term Investment Fund (LTIF)

as of August 31, 2021



Portfolio Holdings & Performance Overview – August 2021

Portfolio Composition	Balance	LTIF Weight	Target	QTD	YTD	Trailing 1 Yr	Trailing 3 Yrs	Trailing 5 Yrs	Trailing 7 Yrs	Trailing 10 Yrs
Total LTIF	1,840,828,204.24	100.00%	100.00%	1.43%	14.83%	27.72%	9.03%	9.64%	7.33%	7.78%
LTIF Policy Composite				2.48%	9.03%	16.17%	9.58%	9.83%	7.67%	8.39%
60/40 ± 1%				2.48%	9.03%	17.09%	11.81%	10.70%	8.09%	8.87%
LTIF - Growth	910,000,007.00	50.71%	50.00%	2.12%	22.04%	43.18%	16.03%	16.30%	11.28%	11.82%
MSCI ACWI TR Net USD				3.21%	16.91%	29.64%	14.34%	14.29%	10.09%	11.27%
LTIF - Stable Value	620,837,148.28	40.29%	40.00%	0.34%	4.24%	0.05%	1.76%	4.28%	3.78%	3.58%
Barclays Global Aggregate USD				0.91%	-2.33%	0.82%	4.86%	2.47%	2.03%	1.81%



4

Long Term Investment Fund (LTIF)

preliminary as of September 30, 2021

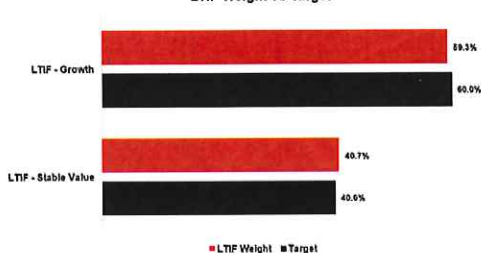


Portfolio Holdings & Performance Overview – September 2021 – Preliminary

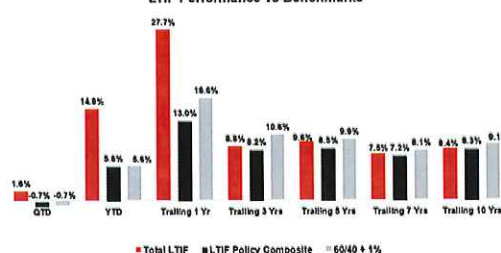
% of NAV Reported: 84%

Portfolio Composition	Balance	LTIF Weight	Target	QTD	YTD	Trailing 1 Yr	Trailing 3 Yrs	Trailing 5 Yrs	Trailing 7 Yrs	Trailing 10 Yrs
Total LTIF	1,552,690,552.96	100.00%	100.00%	1.82%	14.93%	27.72%	8.82%	9.58%	7.53%	8.38%
LTIF Policy Composite				-0.73%	5.84%	12.08%	8.24%	8.49%	7.25%	8.30%
60/40 + 1%				-0.72%	5.84%	16.62%	10.64%	9.91%	8.07%	9.06%
LTIF - Growth	920,494,514.72	59.28%	60.00%	2.07%	22.31%	44.11%	15.52%	14.09%	11.37%	12.32%
MSCI ACWI TR Net USD				-1.05%	11.12%	27.44%	12.58%	13.20%	9.65%	11.90%
LTIF - Stable Value	632,196,038.24	40.72%	40.00%	0.90%	4.83%	8.93%	1.78%	4.04%	3.84%	4.12%
Barclays Global Aggregate USD				-0.88%	-4.06%	-0.91%	4.24%	1.99%	2.17%	1.86%

LTIF Weight vs Target



LTIF Performance vs Benchmarks



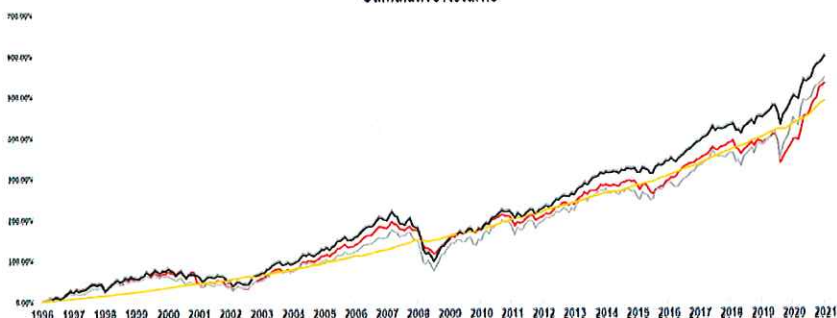
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Long Term Investment Fund (LTIF)

Benchmark Comparisons, as of August 31, 2021



Cumulative Returns



The portfolio since inception in 1996 has met the primary objective of covering the spending (Distribution) rate of 4.5%, while simultaneously growing the endowment.

LTIF Policy Benchmarks:

60% Equity Global (MSCI ACWI with USA net)
40% Debt Global Bonds (Barclays Global Agg)

Returns are since inception of the LTIF (9/1/1996)

Fund	Total Return	Annualized Return	Annualized Volatility
LTIF	525.69%	7.63%	9.22%
LTIF Policy Composite	505.33%	8.08%	9.12%
Global 60/40 + 1%	541.74%	7.72%	10.16%
CPI + 5	466.80%	7.33%	0.98%

6



TEXAS TECH UNIVERSITY SYSTEM



Report on TTUS Endowments

As of August 31, 2021

Gary Barnes

Vice Chancellor and Chief Financial Officer

November 18, 2021

1

Endowment Funds



Definition:

- Gifts that are invested for long term growth to produce earnings that will last into perpetuity.

Purpose:

- Support strategic mission and goals of institution while also fulfilling philanthropic goals of individual donors.

Benefits:

- Support that will impact both current and future generations.
- Consistent and stable source of revenue that will last into perpetuity.

Investment Performance:

- Prioritizes long-term growth to provide reliable funding over time.

2

Endowment Funds Financial Management/Oversight



TTUS Vice Chancellor and CEO (Treasurer of TTUFI) oversees all financial functions related to Endowment Fund Management

IA Financial Services & Stewardship/Compliance

- Annual Compilation/Distribution of Endowment Reports to Donors
- Manage endowment pledge reminders/collections
- Review setup of all new endowment funds

- Total Value in excess of \$1.7B
- More than 5,000 separate endowment funds across all TTUS Components
- 4,000+ Individual Endowment Reports prepared each year
- Annual audit by external audit firm (Foundation Endowments)

TTUS Accounting & Reporting

- Calc/Process quarterly endowment distributions
- Manage all exceptions outside of LTIF Policy
- Year end profit/loss calculations/entry
- TTUS Consolidated Annual Financial Report schedules

TTUS Investment Office

- All areas of endowment fund investments
- Performance Reports to BOR, IRC, Foundation

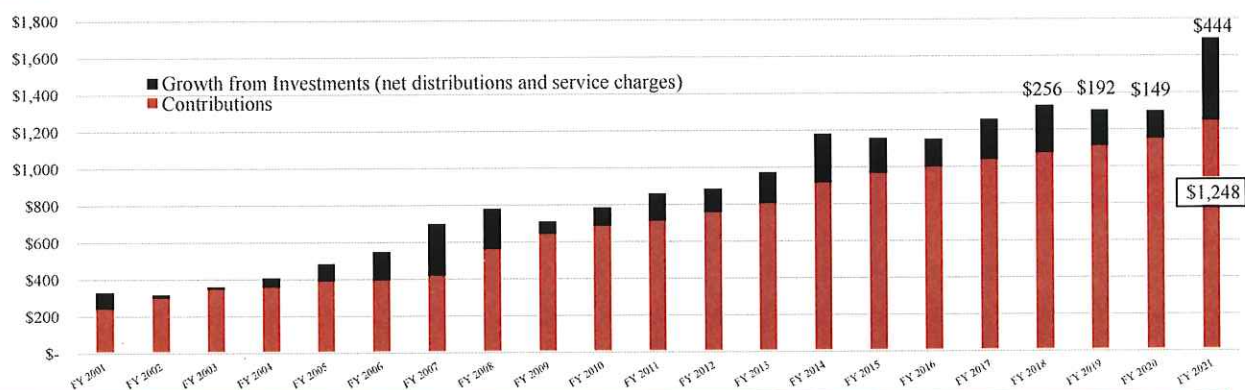
The Financial Management Structure for TTUS Endowments provides:

- Appropriate separation of duties
- Enhanced internal controls and financial compliance
- System level service/support to components on all matters related to endowments

The TTU Board of Regents have fiduciary responsibilities over all funds managed by the TTU System, including endowment funds.

3

TTU System Total Endowment FY 2001 – FY 2021, (in Millions)



(in Millions)	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Contributions	243	302	348	358	391	396	419	563	644	688	714	758	805	917	968	1,001	1,040	1,075	1,113	1,151	1,248
Growth from Investments	87	15	11	50	93	152	280	217	66	97	146	126	168	263	188	149	216	256	192	149	444
Total Endowment	330	317	359	408	484	548	699	780	710	785	860	884	973	1,180	1,156	1,150	1,256	1,331	1,305	1,300	1,692

4

TTUS Total Endowment Activity

As of August 31, 2021, (in Millions)



Endowment Activity (in millions)	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Beginning Fair Market Value	\$1,179.5	\$1,155.7	\$1,150.3	\$1,256.3	\$1,331.0	\$1,304.9	\$1,300.4
Contributions Received	\$50.5	\$33.8	\$38.4	\$35.4	\$38.0	\$38.1	\$97.3
Investment Returns Realized and Unrealized gains/(losses)	(\$20.9)	\$18.8	\$126.8	\$100.2	(\$0.7)	\$23.7	\$363.7
Distributions/Payout	(\$47.4)	(\$51.1)	(\$52.2)	(\$53.7)	(\$55.9)	(\$58.4)	(\$60.7)
Management Fee	(\$6.0)	(\$6.9)	(\$7.0)	(\$7.2)	(\$7.5)	(\$7.9)	(8.2)
Ending Fair Market Value	\$1,155.7	\$1,150.3	\$1,256.3	\$1,331.0	\$1,304.9	\$1,300.4	\$1,692.5

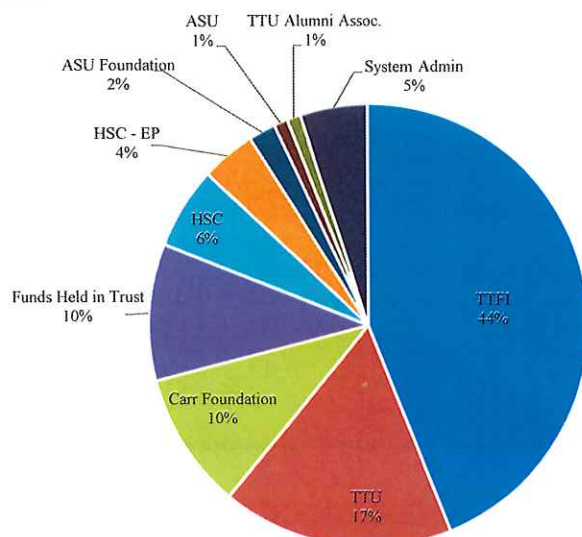
TTUS Long-Term Investment Fund Performance (%)

FY 20XX	1 - Year	3 - Year	5 - Year	10 - Year
FY 2021	27.72%	9.03%	9.84%	7.78%
FY 2020	1.15%	3.40%	5.24%	6.09%
FY 2019	0.18%	7.31%	4.87%	6.90%
FY 2018	9.06%	8.30%	7.69%	5.88%
FY 2017	10.96%	4.75%	7.47%	5.02%

5

TTUS Total Endowment by Entity

As of August 31, 2021

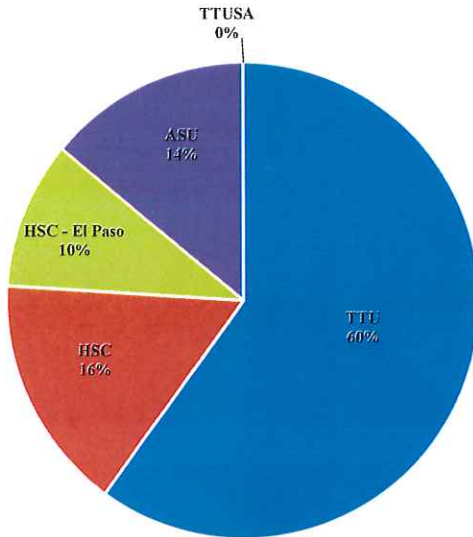


Institution	Total Endowment (\$)	(%)
TTFI	739,330,836	44%
TTU	291,719,186	17%
Carr Foundation	166,811,232	10%
Funds Held in Trust	173,485,284	10%
HSC	110,008,119	6%
HSC EP	66,861,905	4%
ASU Foundation	33,486,400	2%
ASU	21,125,729	1%
TTU Alumni Assoc.	10,592,999	1%
System Admin	79,036,536	5%
TTUS Total Endowment	\$1,692,458,226	100%

6

TTUS Total Endowment by Component

As of August 31, 2021

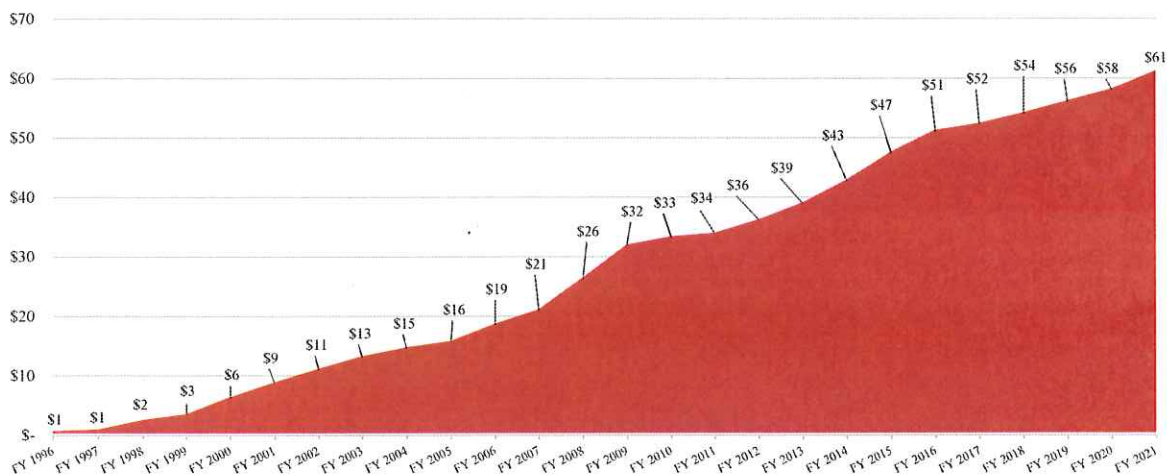


Component	Total Endowment (\$)	(%)
TTU	1,018,567,438	60%
HSC	262,908,596	16%
HSC EP	169,735,349	10%
ASU	237,985,915	14%
TTU System Admin	3,260,928	0.19%
TTUS Total Endowment	\$1,692,458,226	100%

7

Distributions to Component Institutions

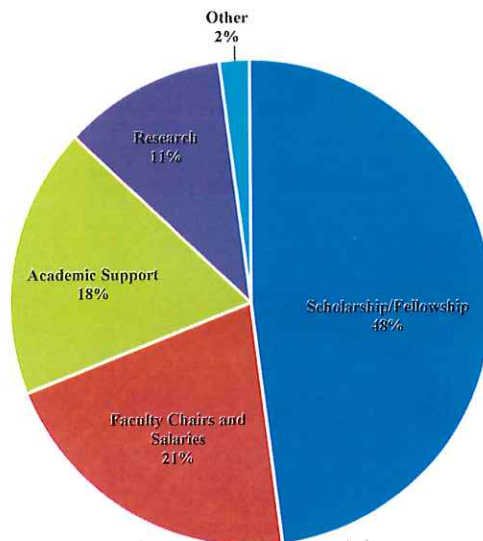
FY 1996 - FY 2021 (in millions)



- Through careful stewardship, the target distribution rate of **4.5%** has been realized **EVERY** year since inception
- Over **\$738M** in total earnings paid since inception of LTIF in FY 1996
- Increases in total distributions realized **EVERY** year since inception

8

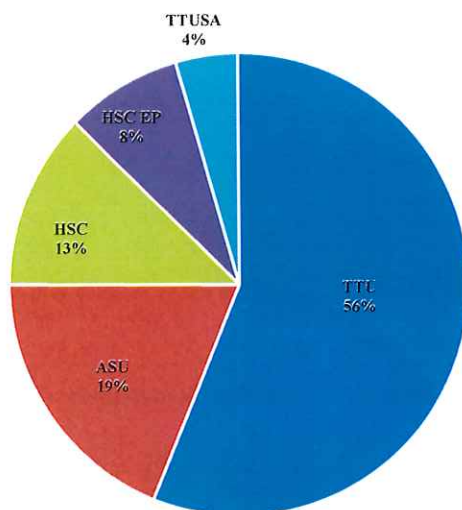
TTUS Total Endowment by Type



➤ Almost 50% of total TTUS Endowment dedicated to scholarship support

9

Endowment Distribution by Component As of August 31, 2021



Component	Total Distributions (\$)	(%)
TTU	34,070,568	56%
ASU	11,460,272	19%
HSC	7,498,832	13%
HSC EP	4,985,332	8%
TTU System Admin	2,642,143	4%
TTUS Total Distributions	\$60,657,147	100%

10



Questions?





TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO

Operating Policy and Procedure

HSCEP OP: 60.03, Comprehensive Performance Evaluation of Tenured Faculty

PURPOSE: The purpose of this Texas Tech University Health Sciences Center El Paso (TTUHSC El Paso) Operating Policy and Procedure (HSCEP OP) is to provide for the comprehensive performance evaluation of tenured faculty at TTUHSC El Paso consistent with the current Texas Tech University System (TTU System) Board of Regents' (BOR) guidelines.

REVIEW: This HSCEP OP and its attachments will be reviewed by February 15 every even-numbered year (ENY) by the deans and ~~assistant~~ vice president for faculty ~~affaires~~ success or designee, with any recommendations for revision forwarded to the president for approval. Any changes in this HSCEP OP must be approved by the TTU System BOR.

POLICY/PROCEDURE:

I. General Considerations.

- A. As used in this HSCEP OP, the term "faculty" applies to tenured faculty.
- B. Each academic dean or designated representative will review with the respective impaneled peer review committee the process used for determining the merit of each faculty member's performance in order to ensure that performance evaluations are conducted without regard to a faculty member's race, color, religion, sex, age, disability, national origin, Vietnam era or special disability veteran status, genetic information, or refusal to submit to genetic testing.
- C. The comprehensive performance evaluation is intended to enhance and protect, rather than diminish, the important guarantees of tenure and academic freedom. The purpose of comprehensive evaluation of faculty is to provide guidance for continuing and meaningful faculty professional development; to enable faculty to enhance professional skills and achieve professional goals; to refocus academic and professional efforts, when appropriate; to ascertain that faculty members are meeting their responsibilities to the university and the State of Texas; and to comply with Texas Education Code, 51.942, as amended or modified, and policies of the TTU System BOR.
- D. The acceptance and success of comprehensive performance evaluation for faculty are dependent upon a well-executed, critical process and an institutional commitment to assist and support faculty development. Thus, remediation and follow-up review for faculty who would benefit from such support are essential to the success of this policy.
- E. Each school within TTUHSC El Paso shall develop and implement a review procedure for faculty that, at a minimum, results in a comprehensive performance evaluation report and meets the requirements set forth in Section 2 below. Each school's procedure is to be developed with appropriate faculty input, including consultation with and guidance from faculty governance organizations. Upon approval by the president of TTUHSC El Paso, each school's procedure shall be incorporated as an attachment to this HSCEP OP.
- F. While distinct from the annual evaluation process required of all TTUHSC El Paso employees, comprehensive performance evaluations of faculty may be integrated with

the annual evaluation process to form a single comprehensive faculty development and evaluation process.

- G. Nothing in this HSCEP OP or in the application of this evaluation procedure shall (i) negate the provisions of HSCEP OP 60.01, Tenure and Promotion Policy, currently in effect; (ii) be interpreted or applied to infringe on the tenure system, academic freedom, due process, or other protected faculty rights; (iii) establish new term-tenure systems; or (iv) require faculty to reestablish their credentials for tenure.
- H. Each academic dean or designated representative will review each faculty performance evaluation performed in the school to ensure that appraisals were properly conducted utilizing only lawful, job-related and non-discriminatory criteria.

II. **Requirements of Comprehensive Performance Evaluation of Tenured Faculty.** Consistent with Texas Education Code, §51.942, as amended or modified, and HSCEP OP 60.01, requirements established for comprehensive performance evaluation of tenured faculty and faculty receiving academic promotions at TTUHSC El Paso are as follows:

- A. **Evaluation Focus:** The evaluation process will be directed toward the professional development of the faculty member and is to include a comprehensive review of the faculty member's duties and responsibilities including teaching, research, service, administration when applicable and, for faculty with clinical responsibilities, clinical service. The comprehensive performance evaluation shall include consideration of the faculty member's annual employment evaluation(s), the results of the peer review described below, and any other materials submitted by the faculty member.
- B. **Evaluation Schedule:** Evaluations under this policy shall be conducted not more often than once every year but no less than once every six (6) years after the date the faculty member is granted tenure. Periods when a faculty member is on leave are not counted in calculating when the evaluation is required. The evaluation may not be waived for any faculty member, but may be deferred when the evaluation coincides with comprehensive review for granting of promotion or appointment to an endowed position. No deferral of the evaluation of an active faculty member may extend beyond six (6) years. Administrators with academic appointments who are subject to review under other policies or customary faculty duties are subject to comprehensive evaluation within six (6) years of the date of return to active faculty service.

Comprehensive evaluation under this policy does not preclude other evaluations of faculty and appropriate actions as may be necessary or authorized under applicable policies.

- C. **Materials Submitted by Faculty Member:** The faculty member being evaluated shall submit or arrange for the submission of a resume or curriculum vitae, a summary statement of professional accomplishments, annual reports, and teaching evaluations. The faculty member may submit additional materials that the faculty member deems appropriate.
- D. **Evaluation Procedure:** The evaluation report required under this policy shall be completed not more than one year from the date that written notice of intent to review is provided to the individual faculty member.
 - 1) **Notice:** Notice shall be given at least six (6) months prior to the date of commencement of the evaluation and shall include:
 - a) Date by which the faculty member must submit all materials and to whom;

- b) Time period covered by the evaluation;
 - c) Expected time period after submission of materials by which a meeting shall be scheduled with the peer review committee (i.e., within months/weeks); and
 - d) Anticipated date by which the final evaluation report with recommendations shall be completed.
- 2) **Peer Review:** The faculty member shall have an opportunity to meet with a peer review committee made up of TTUHSC El Paso tenured faculty as impaneled by each respective school. Committee members shall consider all materials submitted by the faculty member and may make observation visits, as the committee deems appropriate. The committee's written findings and recommendations shall be contained in the evaluation report.
- 3) **Evaluation Report:** The evaluation report shall be compiled in writing and distributed for review and appropriate action to the faculty member, department chair, dean or dean's designee, vice president for faculty success, and the president.

III. Actions Based on Evaluation Report.

- A. The faculty member may challenge the evaluation report according to each school's review procedure, as defined in Section 1.Ee. of this policy, and incorporated as attachments to this policy.
- B. The evaluation report may be used:
- 1) To determine salary recommendations, award nominations, or other forms of recognition commensurate with exceptional performance;
 - 2) To design remediation and follow-up review for individuals in need of institutional assistance, such as mentoring and counseling for ineffective teaching, research, service, and/or, as applicable, administrative or clinical responsibilities;
 - 3) To undertake appropriate disciplinary action, including revocation of tenure, if incompetence, neglect of duty or other cause is determined to be present; and/or
 - 4) For termination in accordance with the following section.

IV. Tenure Revocation (without dismissal). All proceedings of tenure revocation without dismissal on the basis of failure to pass the Comprehensive Performance Evaluation of Tenured Faculty shall be conducted with the same due process as described below in Section V. for proceedings for dismissal of tenured faculty, with the following exceptions:

- A. In cases where the respondent faculty member does not choose to have a hearing, he or she must either resign or transition to non-tenure track.
- B. Once the TTU System Board of Regents acts to revoke tenure, he or she shall transition to non-tenure track.

IV-V. Dismissal Proceedings. All proceedings for dismissal of tenured faculty on the basis of failure to pass the Comprehensive Performance Evaluation of Tenured Faculty ~~the comprehensive performance evaluation of the Tenured Faculty Evaluation Report~~ shall be conducted in accordance with:

A. ~~c~~Current HSCEP OP 60.01, affording protection to the rights of the individual and the interests of TTUHSC El Paso, and under which requirements include that the faculty member will be informed in writing of the charges, mediation shall be attempted, the faculty member may submit a request for a hearing before a school hearing committee, and the school shall bear the burden of showing cause for dismissal.

or

B. ~~Texas Education Code §51.942(d) as may be amended, which allows an option for referral of the matter to a nonbinding alternative dispute resolution process as described in Chapter 154, Civil Practice and Remedies Code, or if both parties agree within a reasonable time period not to exceed 20 business days, another type of alternative dispute resolution method. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. (§154.023.)~~

DRAFT

TEXAS TECH UNIVERSITY SYSTEM
OFFICE OF AUDIT SERVICES
PRIORITIZED AUDIT PLAN
Fiscal Year 2022

Board Minutes
November 18-19, 2021
Attachment 5
Page 1 of 3

PRIORITY	ENTITY	AUDIT AREA	BUDGETED HOURS	BUDGET ADJUSTMTS	STATUS AS OF NOV 8	ACTUAL HOURS	TIME STILL NEEDED	BUDGET vs ACTUAL
		TOTAL ENGAGEMENT HOURS AVAILABLE	24,080					
		REQUIRED ENGAGEMENTS						
Required	ALL	Audit Report Follow-Up Procedures and Reporting	1,060		In Progress	327	733	0
Required	ALL	State Auditor's Office, THECB, and Comptroller's Office Projects	55	(13)				42
		TTU: 2021 Statewide Federal Financial Audit			In Progress			0
		TTUSA, TTU, HSC, HSC-EP, MSU: Benefit Replacement Pay Eligibility Audit			State Comptroller's Office			0
		ASU: Comptroller's Post-Payment Audit			State Comptroller's Office	10	10	0
		HSC-EP: THECB Formula Funding Desk Review			Coordinating Board			0
		HSC: Comptroller's Post-Payment Audit			State Comptroller's Office			0
		TTU, HSC, HSC-EP: Comptroller's Sales, Excess, and Use Tax Audit			State Comptroller's Office			0
		MSU: Lone Star Conference Athletics Compliance Review		2	In Progress	2		0
		HSC: Texas DSHS Grant Compliance Review		1	In Progress	1		0
Required	ALL	CPRIT Grant Funds	10					10
Required	ALL	Contracting and Procurement Processes	280					280
Required	ALL	Benefits Proportional by Fund	800					800
Required	TTUS	Texas Tech Foundation, Inc. Financial Statements	100		In Progress	71	29	0
Required	TTUS	Regents, Chancellor, & Presidents Travel and Other Expenses	50		In Progress	76	10	(36)
Required	TTU	Texas Higher Education Coordinating Board Facilities Audit	100					100
Required	TTU	Athletics Financial Agreed-Upon Procedures	5					5
Required	TTU	Texas Tech Public Media Financial Statements	200		In Progress	75	125	0
Required	TTU	Football Attendance Certification	30					30
Required	HSC	Correctional Managed Health Care Contract	150					150
Required	HSC/HSC-EP	Texas Higher Education Coordinating Board Residency Grants	50					50
Required	HSC-EP	Student Financial Aid Program	20		In Progress	1	19	0
Required	ASU	Carr Foundation Financial Statements	5					5
Required	ASU	ASU Foundation, Inc. Financial Statements	5					5
Required	MSU	Financial Statement Review for SACSCOC Reaffirmation	40					40
		TOTALS FOR REQUIRED ENGAGEMENTS	2,980	-		563	916	1,481
		AUDITS IN PROGRESS AT AUGUST 1, 2021						
Prior Year	ALL	Risk Management Assessment	5		In Progress		5	0
Prior Year	TTU	Intercollegiate Athletics	160		Complete	251		(91)
Prior Year	TTU	PCI DSS Compliance	40		IT/Compliance	89		(49)
Prior Year	TTU	Certified Cost Rehabilitation Report - Weeks Hall	5		Complete	23		(18)
Prior Year	HSC	Lubbock Department of Otolaryngology (ENT)	120		Complete	113		7
Prior Year	HSC	Amarillo Campus Departments	475		In Progress	413	140	(78)
Prior Year	HSC	PCI DSS Compliance	260		Complete	473		(213)
Prior Year	HSC-EP	MPIP Business Office	200		In Progress	353	20	(173)
Prior Year	HSC-EP	Dental Clinic Business Processes	150		In Progress	329	60	(239)
Prior Year	HSC-EP	Dental EHR Project Implementation Review	150		IT/Controls	32	118	0
Prior Year	ASU	Athletics Title IX Processes	285		In Progress	511	10	(236)
Prior Year	ASU	Office of Institutional Advancement	325		In Progress	256	69	0
Prior Year	MSU	Academic Outreach/Distance Education	240	150	In Progress	83	307	0
Prior Year	ALL	Wrap-up on Audits Included in August BOR Report	40		Complete	50		(10)
		TOTALS FOR AUDITS IN PROGRESS	2,455	150		2,976	729	(1,100)
		INVESTIGATIONS, HOTLINE REPORTS, & SPECIAL PROJECTS						
		Total Hours Budgeted	3,500	(450)				3,050
		BEGUN AFTER AUGUST 1, 2021						
Special	TTU	Rodeo Team Special		250	In Progress	116	134	0
Special	ALL	Miscellaneous Hotline Projects		200	In Progress	25	175	0
		INVESTIGATIONS, HOTLINE REPORTS, & SPECIAL PROJECTS TOTAL	3,500	450		141	309	3,050
		HIGHEST PRIORITY						
1	ALL	Federal Stimulus Funds	1,400	(1,400)				0
		TTU Federal Stimulus Funding		200				200
		HSC Federal Stimulus Funding		150				150
		HSC-EP Federal Stimulus Funding		150				150
		ASU Federal Stimulus Funding		150				150
		MSU Federal Stimulus Funding - CARES & CRRSAA		600	In Progress	699	75	(174)
		MSU Federal Stimulus Funding		150				150
1	TTU	Institutional Reporting Processes	400		In Progress	2	398	0
1	TTU	Blackboard Application Security and Controls Review	400					400
1	HSC	Provost's Office	400		In Progress	44	356	0
1	HSC	Clinical Research Institute	350		In Progress	23	327	0
1	HSC-EP	Institutional Reporting Processes	400					400
1	HSC-EP	Dental Oral Health Clinic Financial Processes	250					250
1	ASU	Conflict of Interest Processes	250		In Progress	99	151	0
1	ASU	Salesforce Application Security & Controls	300		In Progress	35	265	0
1	MSU	Payroll Processes and Controls	464					464
1	MSU	President's Office Processes and Controls	464					464
		HIGHEST PRIORITY TOTALS	5,078	-		902	1,572	2,804

TEXAS TECH UNIVERSITY SYSTEM
OFFICE OF AUDIT SERVICES
PRIORITIZED AUDIT PLAN
Fiscal Year 2022

Board Minutes
November 18-19, 2021
Attachment 5
Page 2 of 3

MODERATE PRIORITY									
2	ITU, HSC, HSC-EP	Banner Vendor Table Processes	Controls	450	In Progress	25	425	0	
2	ALL	JP Morgan Chase Financial Process Implementation	Management Advisory	350				350	
2	TTU	Intercollegiate Athletics	Operational/Compliance	400				400	
2	TTU	School of Veterinary Medicine Business Processes	Controls	250				250	
2	HSC	School of Health Professions Business Processes	Controls	200				200	
2	HSC	Telehealth Information Technology Controls	IT Security/Controls	300	In Progress	87	20	193	
2	HSC-EP	Institutional Advancement Deposit Processes	Management Advisory	150				150	
2	HSC-EP	Information Technology Division Business Processes	Controls	325	In Progress	16	309	0	
2	ASU	Research Safety	Operational/Governance	325				325	
2	ASU	State Financial Aid Grant Compliance	Compliance	300				300	
2	MSU	Admissions	Operational/Compliance	464				464	
2	MSU	PCI DSS Compliance	IT/Compliance	300				300	
MODERATE PRIORITY TOTALS				3,814	-	128	754	2,932	
LOWER PRIORITY									
3	TTU, HSC, HSC-EP	Underutilized Endowments	Financial/Compliance	500				500	
3	TTU	College of Agricultural Sciences & Natural Resources Business Processes	Controls	325	On Hold	7	318	0	
3	TTU	Certified Cost Rehabilitation Report - Drane Hall	Financial/Compliance	40				40	
3	TTU	Certified Cost Rehabilitation Report - Chemistry Building	Financial/Compliance	40				40	
3	HSC	Permian Basin Campus Departments	Financial/Operational	400				400	
3	HSC-EP	PCI DSS Compliance	IT/Compliance	350	In Progress	3	347	0	
3	HSC-EP	Academic Health Plan Compliance	Management Advisory	25				25	
3	ASU	Porter Henderson Library	Operational/Controls	225				225	
3	MSU	Wichita Falls Museum of Art at MSU	Management Advisory	60				60	
3	MSU	Electronic Communications Acceptable Use	Management Advisory	60				60	
LOWER PRIORITY TOTALS				2,025	-	10	685	1,350	
CONSTRUCTION PROJECT AUDITS									
FP&C	TTUS	TTU Talkington College of VPA Phase II	RL Townsend & Associates		In Progress			0	
FP&C	TTUS	TTU Womble Basketball Practice Facility	RL Townsend & Associates		In Progress			0	
FP&C	TTUS	TTU School of Veterinary Medicine	CBIZ Risk & Advisory Services		In Progress			0	
FP&C	TTUS	TTU Football Training Facility	RSM US LLP					0	
FP&C	TTUS	TTU Jones AT&T Stadium East Side	RSM US LLP		Complete			0	
FP&C	TTUS	TTU Academic Sciences Building	CBIZ Risk & Advisory Services					0	
FP&C	TTUS	TTUS HSC Southwest Professional Building	RL Townsend & Associates		In Progress			0	
FP&C	TTUS	TTUS HSC School of Health Professions Midland PA Building	RL Townsend & Associates		In Progress			0	
CONSTRUCTION PROJECT TOTALS				0	-	-	-	0	
OTHER VALUE-ADDED WORK									
Total Hours Budgeted for Other Value-Added Work				4,228	(1,417)			2,811	
Service to the Institutions									
Other	ALL	Data Analysis			Ongoing	5			
Other	ALL	Fraud Prevention Training			Ongoing	44			
Other	ALL	Cash Handling, Internal Control, and Control Environment Training			Ongoing				
Other	ALL	New Employee Orientation			Ongoing	7			
Other	ALL	Foreign Influence Questionnaire							
Other	TTUSA	Values Culture Integration			Ongoing	96			
Other	TTUS	Enterprise Systems Steering Committee, Council, and Work Group			Ongoing	6			
Other	TTUS	FP&C Contract Selection Process Proctor			Ongoing	2			
Other	HSC	President's Advisory Board			Ongoing	7			
Other	HSC	Institutional Compliance Risk Council			Ongoing	2			
Other	HSC	Billing Compliance Advisory Committee			Ongoing				
Other	HSC	Performance Improvement Committee			Ongoing	2			
Other	HSC	Clery Compliance Committee			Ongoing				
Other	HSC-EP	Institutional Compliance Committee			Ongoing	2			
Other	ASU	Process Improvement Team			Ongoing				
Other	ASU	Data Maturity Assessment			Ongoing				
Other	ASU	Payment Works Implementation			In Progress	4			
Other	ASU	President's Cabinet Meeting			Ongoing	3			
Other	MSU	Ethics & Compliance Committee			Ongoing	13			
Other	MSU	Recruitment & Retention Committee			Ongoing	4			
Other	MSU	Executive Management Meetings			Ongoing	9			
Other	ALL	Other Miscellaneous Projects			Ongoing	90			
Service to the Profession									
Other	N/A	Professional Organizations (ACUA, TACUA, IIA, TXCPA, ACFE)			Ongoing	198			
Other	N/A	Quality Assurance (Peer) Reviews - TAMUS			Complete				
Development of OAS Staff and Operations									
Other	MSU	TeamMate+ Migration & Office Integration			In Progress	4			
Other	TTUS	OAS Staff Development			Ongoing	765			
Other	TTUS	Office of Audit Services Quality and Process Improvement Activities			Ongoing	50			
Other	TTUS	Office of Audit Services Annual Report			Complete	101			
Other	TTUS	Office of Audit Services Annual Plan							
Other	TTUS	Office of Audit Services Quality Assurance Activities Review			In Progress	3			
OTHER VALUE-ADDED WORK TOTALS				4,228	-	1,417	-	2,811	
TOTAL ENGAGEMENT HOURS				24,060	150	6,137	4,945	13,128	

	KEY								
	TTUS	Texas Tech University System and/or inclusive of multiple Texas Tech institutions							
	TTUSA	Texas Tech University System Administration							
	TTU	Texas Tech University							
	HSC	Texas Tech University Health Sciences Center							
	ASU	Angelo State University							
	HSC-EP	Texas Tech University Health Sciences Center El Paso							
	MSU	Midwestern State University							
	N/A	Work that is not attributable to a particular institution or campus							
Required	Audits that are mandated by law, Regents' Rules, System or institutional policies, standards, contracts, etc. Will be performed based on timing of external deadlines								
Prior Year	Engagements from prior year annual plan that were in progress at August 1. Goal is to complete them early in the year								
Special	Unplanned investigations and hotline complaints.								
1	Engagements that were deemed most critical per the risk assessment at August 1								
2	Engagements that were deemed to be moderately critical per the risk assessment at August 1								
3	Engagements that were deemed least critical per the risk assessment at August 1								
FP&C	Outsourced construction audits performed by independent CPA or consulting firms								
Other	Other value-added projects, including committee service, class development and instruction, professional organizations, auditor training, etc								

Angelo State University

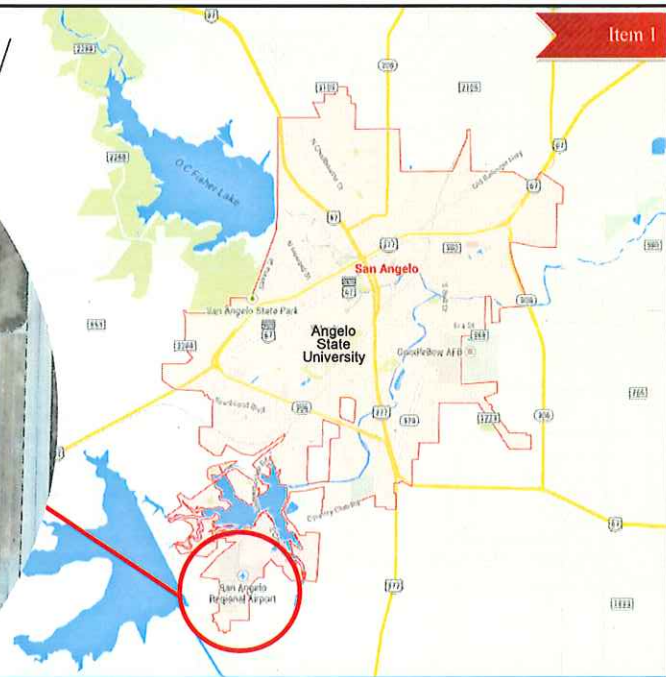
Item 1

Approve Ground Lease with City of San Angelo for Land at Mathis Field Airport

Dr. Don Topliff



San Angelo Regional Airport / Mathis Field



Item 1

Program Overview

Item 1

- March 2020, Bachelor of Commercial Aviation ("BCA") was approved with a major in Commercial Aviation in the Department of Management and Marketing within the Norris-Vincent College of Business.
- ASU began educating future pilots in Fall 2021 - program overview:
 - Currently 28 students;
 - Expect to reach 200 students by 2024; and
 - Growth will require construction of a teaching facility.
- Academic program support:
 - Propose lease of approximately 3 acres of land at Mathis Field.
 - Long-term lease for 40 years;
 - Lease rate 12 cents per square foot; and
 - Lease contingent upon ASU receiving sufficient funds to construct a teaching facility.
 - Propose future teaching facility of approximately 15,000 GSF with anticipated budget of \$3.5 M.

Recommendation

Item 1

- Approve to negotiate a ground lease agreement with the City of San Angelo for approximately 3.0 acres (130,680 SF) of land at the San Angelo Regional Airport / Mathis Field for the construction of a future facility to house the Bachelor of Commercial Aviation ("BCA") program; and
- The lease will only be executed when sufficient gift and grant funds are secured to construct the facility.



Texas Tech University

Item 2

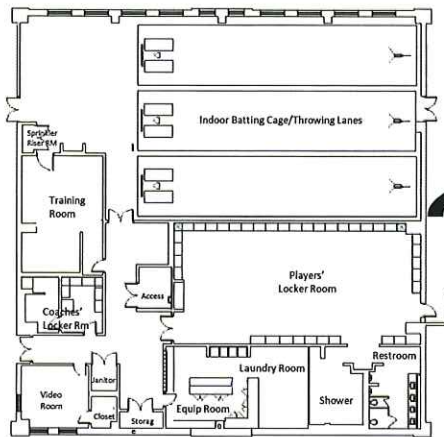
Approve total project budget for the Rip Griffin Park
Expansion & Renovation project and accept CMAR's
GMP

Billy Breedlove



Existing Baseball Facility

Item 2



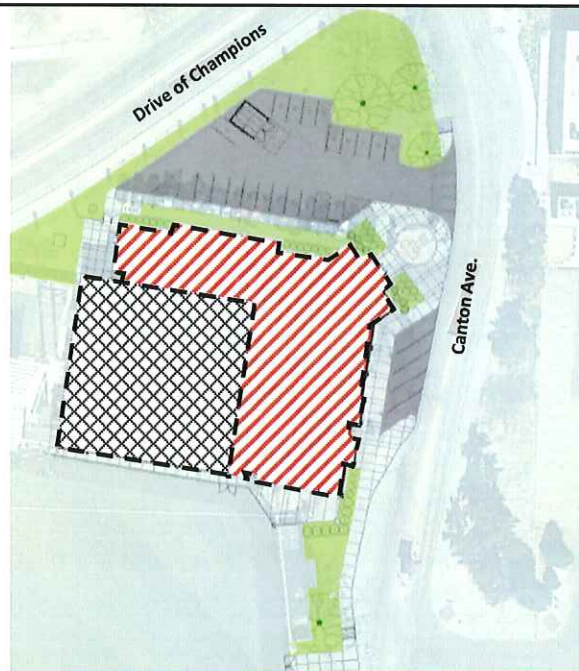
Existing Floor Plan 10,800 GSF



NORTH

Proposed Site Plan

Item 2



LEGEND

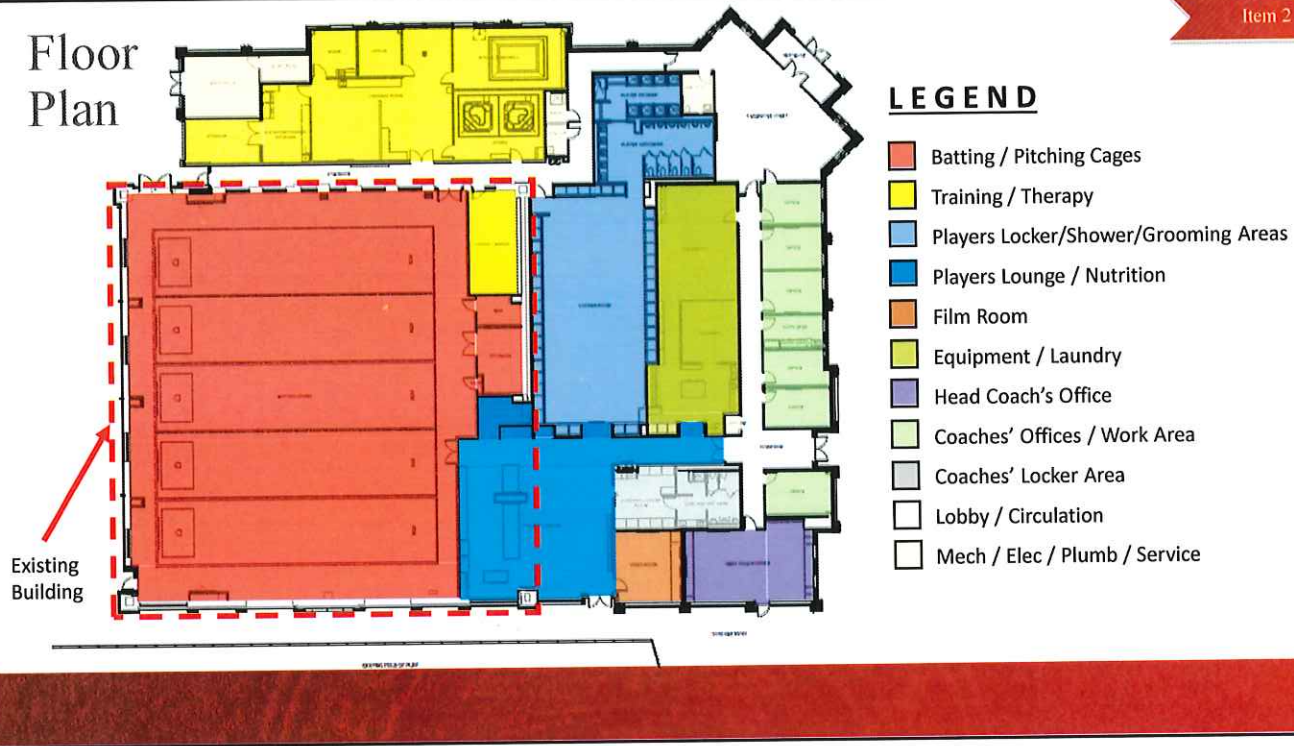
-  Existing Building
-  Building Addition



NORTH

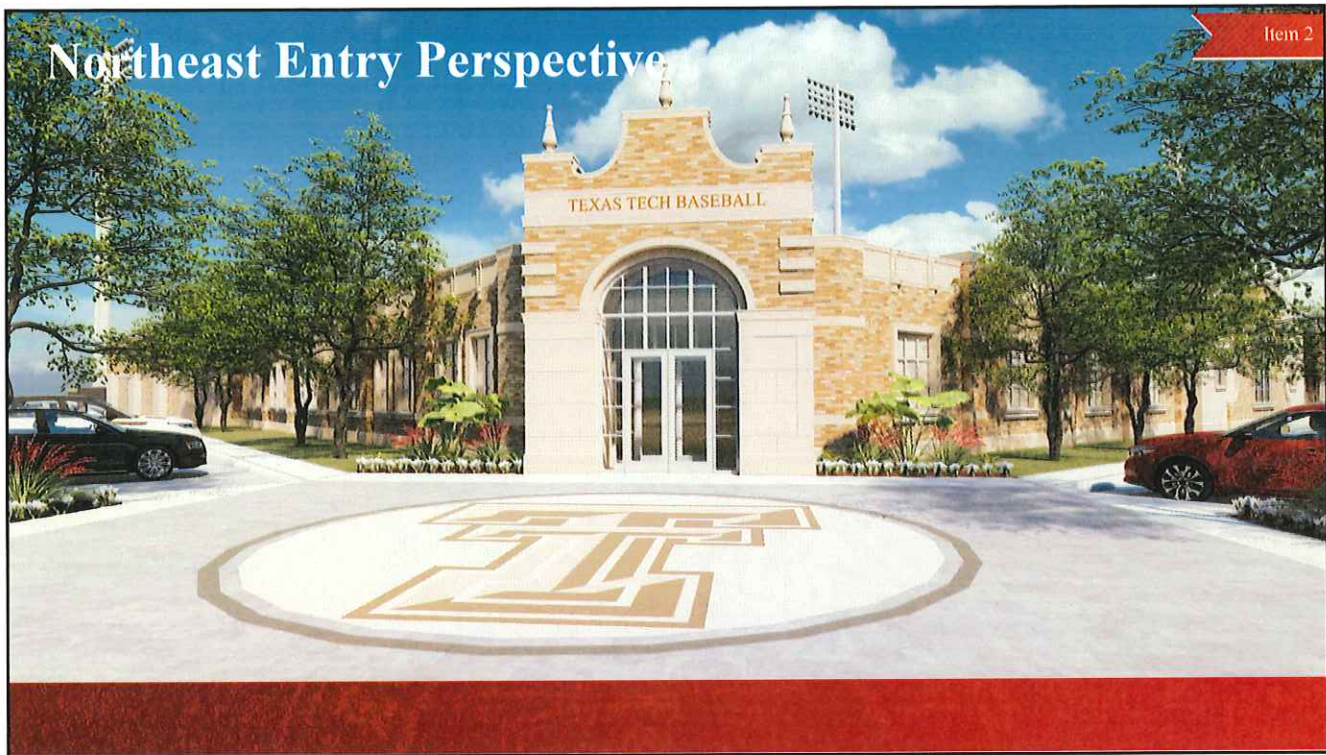
Item 2

Floor Plan



Item 2





Project Overview

- Renovate approximately 10,800 GSF of the existing Baseball Facility and construct an approximate 14,342 GSF addition on the north and east sides of the facility.
- Total interior demolition and finish-out of the existing building provides for the following:
 - New batting and pitching cage areas;
 - Adjustable netting system;
 - New indoor turf;
 - Cardio/bands area;
 - HVAC; electrical; fire sprinkler; lighting; technology; and
 - Addition of impact resistant windows on all sides of the space.

Project Overview (cont.)

Item 2

- New addition consists of:
 - Champions Lobby;
 - Locker room with expanded shower/grooming areas;
 - Team lounge with nutrition/dining space;
 - Film room;
 - Equipment storage complete with compact shelving and washer/dryer area;
 - Athletic training area, cold and hot plunge pools, a hydro-treadmill pool, and an ice/storage room;
 - Coaches' offices, coaches' locker room;
 - Head coach's office with conference space, and an exterior patio area;
 - Mechanical, electrical, fire suppression, janitorial spaces; and
 - Storage space for team golf carts.

Project Overview (cont.)

Item 2

- The project also includes:
 - Exterior of the new building will be designed to reflect the Spanish Renaissance campus vernacular
 - Creation of a main entrance on the northeast corner of the building
 - Enhancement of the south and west sides of the existing field house
 - New site utilities and tie-ins
 - New parking lot
 - Athletic branding

Project Budget

Item 2

	Authorized December 2019 \$ 1,104,660	Additional Request \$ 13,360,682	Revised Budget \$ 14,465,342
Construction	\$ 6,900	\$ 10,638,505	\$ 10,645,405
Professional Services	\$ 1,013,000	\$ 249,957	\$ 1,262,957
FF&E	\$ 0	\$ 1,769,040	\$ 1,769,040
Administrative Cost	\$ 7,500	\$ 29,960	\$ 37,460
BOR Directed Fees (2.4% FP&C)	\$ 25,890	\$ 313,144	\$ 339,034
Contingency	\$ 51,370	\$ 360,076	\$ 411,446

Recommendation

Item 2

- Waive the use of a Construction Manager-Agent ("CMA"); waive the Board directed fee for landscape enhancements; waive the Board directed fee for public art; accept the Guaranteed Maximum Price ("GMP") for construction of the Rip Griffin Park Expansion & Renovation project; increase the budget by \$13,360,682 for a total project budget of \$14,465,342 ; amend the Design Professional Agreement; and amend the Construction Manager At Risk ("CMAR") Agreement.
- The total project budget will be funded through the Revenue Finance System ("RFS") repaid with Gift Funds and Institutional Funds (cash).

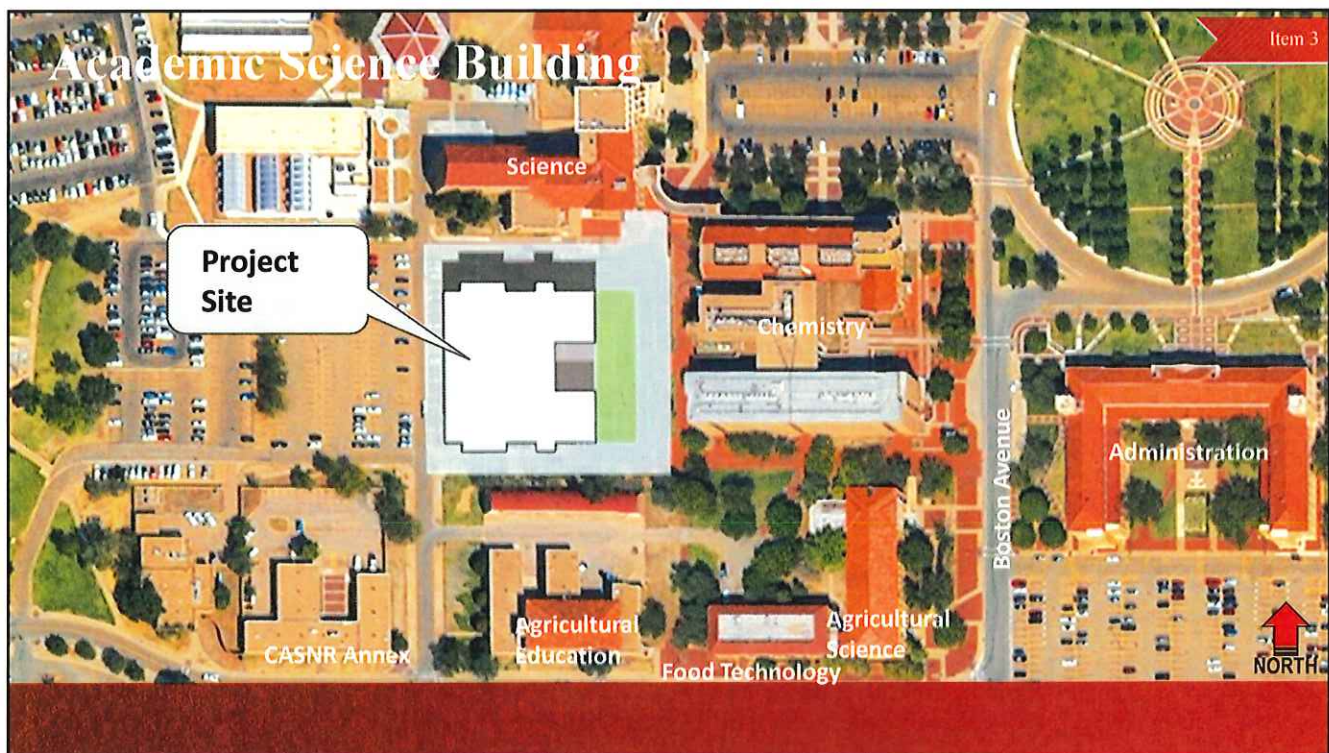


Texas Tech University

Item 3

Authorize expenditures for the Academic Sciences Building project and accept the CMAR's GMP for Bid Package 1 - Utilities

Billy Breedlove



Site Plan



Scope of Services – Bid Package 1 - Utilities

- Bid Package includes:
 - General conditions and general requirements;
 - Re-routing of the LP&L primary electrical line;
 - Re-routing of AT&T's telecommunication line to the Chemistry building;
 - 240 linear feet of new ducts for Texas Tech's telecommunication network tunnel tie-in;
 - 2 city taps, 2 reduced pressure backflow preventers, 2 meters, and 987 linear feet of fire line piping; and
 - 680 linear feet of sewer line.
- Alternate No. One: Re-locate the City of Lubbock's water main using ductile iron pipe should actual field conditions uncover a conflict with the new sewer main.

Project Budget

Item 3

	BOR Approved May 2021 \$ 8,130,683	Additional Request \$ 2,628,653	Revised Budget \$ 10,759,336
Construction	\$ 185,000	\$ 1,901,126	\$ 2,086,126
Professional Services	\$ 6,971,274	\$ 385,650	\$ 7,356,924
FF&E	\$ 0	\$ 0	\$ 0
Administrative Cost	\$ 50,417	\$ 46,900	\$ 97,317
BOR Directed Fees (2.4% FP&C)	\$ 202,163	\$ 61,609	\$ 263,772
Contingency	\$ 721,829	\$ 233,368	\$ 955,197

Recommendation

Item 3

- Approve to waive the use of a Construction Manager-Agent ("CMA"); approve expenditures of \$2,628,653 for a total of \$10,759,336 for the Academic Sciences Building project with an anticipated budget of \$100,000,000; accept the Guaranteed Maximum Price ("GMP") for construction of Bid Package 1 – Utilities; report the project to the Texas Higher Education Coordinating Board ("THECB"); and amend the Construction Manager At Risk ("CMAR") Agreement for execution of Bid Package 1 – Utilities.
- The expenditures will be funded through General Revenue appropriations and the Revenue Finance System ("RFS"), repaid with Higher Education Funds ("HEF"). The current total expenditures includes the previously board authorized expenditures (\$8,130,683).

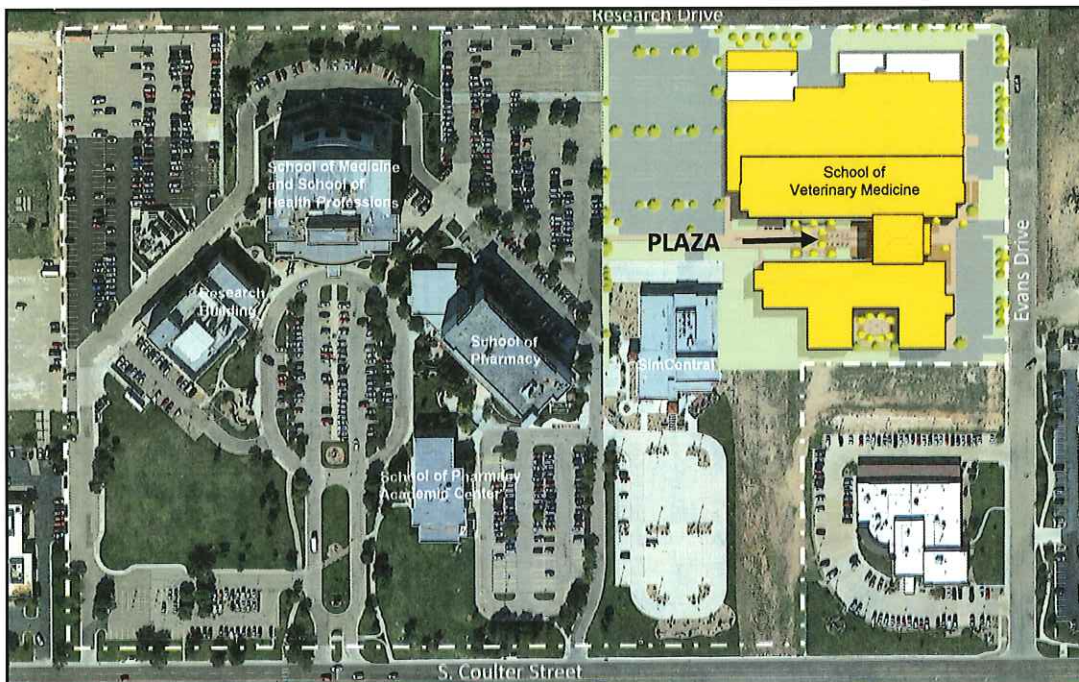


Texas Tech University

Item 4

Acknowledge honorific naming of the School of Veterinary Medicine Plaza the Robert L. Duncan Plaza

Patrick Kramer and President Schovanec

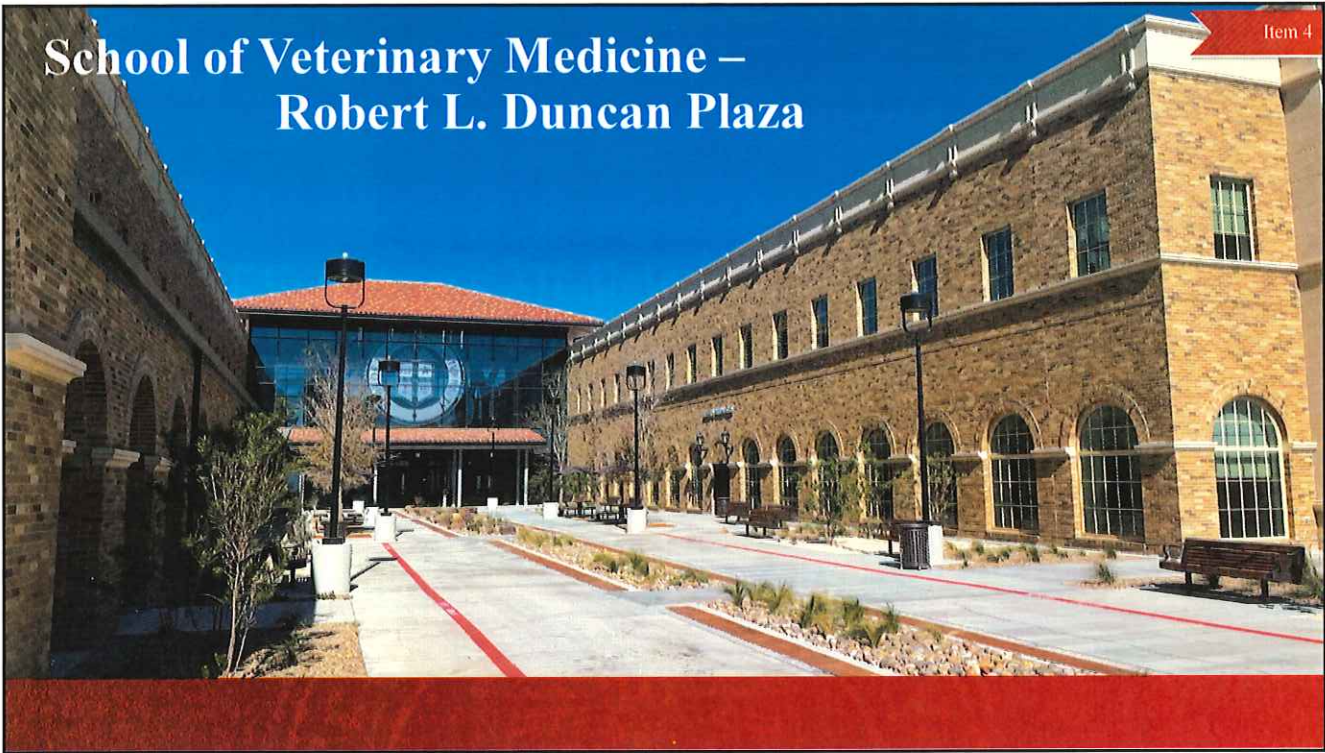


Item 4

NORTH

School of Veterinary Medicine – Robert L. Duncan Plaza

Item 4



Dedication Ceremony

Item 4





Recommendation

Item 4

- Acknowledge the honorific naming of the School of Veterinary Medicine's Plaza the "Robert L. Duncan Plaza."
- The anonymous donor concurs with the naming of this space.
- Signage for the space does specify the approved name.



Texas Tech University Health Sciences Center

Item 5

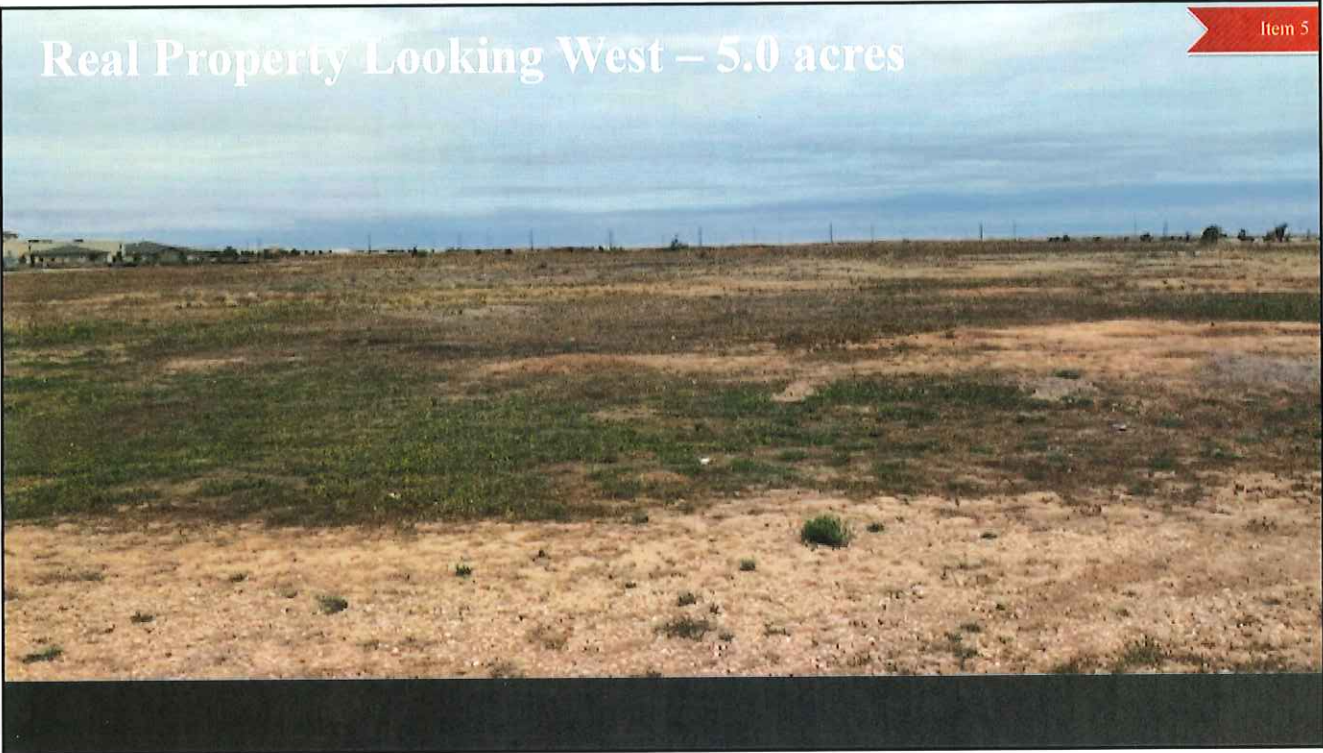
Authorize acceptance of a Gift-In-Kind of Real Property benefiting Texas Tech University Health Sciences Center

Patrick Kramer



Real Property Looking West – 5.0 acres

Item 5



Recommendation

Item 5

- Authorize acceptance of a real property gift-in-kind from the Amarillo Area Foundation ("Donor") of 5.00 acres out of 20.95 acres, Section 43, Block 9, B.S.&F. Survey, Potter County, Texas, with approximate value of \$1,250,000; approve execution of the deeded land to Texas Tech University Health Sciences Center; and report the gift to the Texas Higher Education Coordinating Board ("THECB").
- The value of the real property has been quantified by The Steve Rogers Company, a real estate appraisal and services firm based in Amarillo, Texas.



Texas Tech University System

Item 6

Report on Facilities Planning and Construction projects (project data as of 10/27/2021)

Billy Breedlove



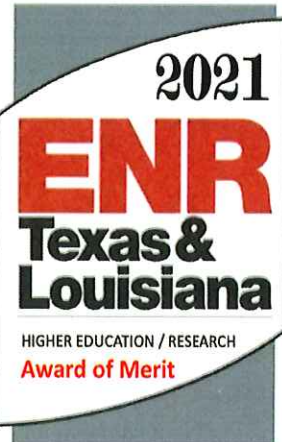
Milestones

Item 6

- Weeks Hall Renovation – *2021 Award of Merit in Higher Education/Research from Engineering News-Record (ENR) Texas & Louisiana*
- Dairy Barn Rehabilitation – *AIA Lubbock 2021 Design Awards – Honor for Historical Restoration/Renovation*
- School of Veterinary Medicine Headquarters – Substantial Completion: November 2021
- TTUHSC Dallas Southwest Professional Building – Seventh Floor Substantial Completion: November 2021

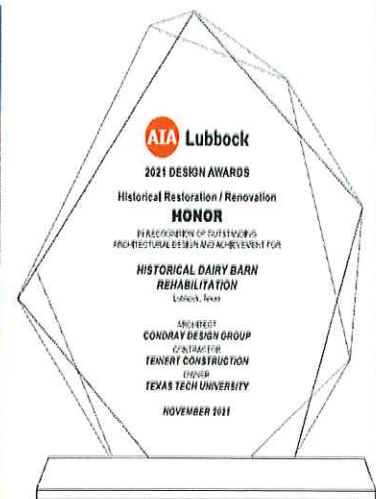
TTU – Weeks Hall Renovation

Item 6



TTU – Dairy Barn Rehabilitation

Item 6



TTU – School of Veterinary Medicine

Item 6

Current Budget: \$ 105,000,000

Gross Square Feet: 191,626 GSF HQ
49,937 GSF Mariposa

Team / Status:

- Design Professional:
Kirksey Architecture @ 89%
- Construction Manager At Risk (CMAR):
Western Builders of Amarillo @ 92%
- Construction Manager Agent (CMA):
Project Control @ 82%
- Artist:
Waived

Substantial Completion Date:

Original Date – October 31, 2021

Actual Date:

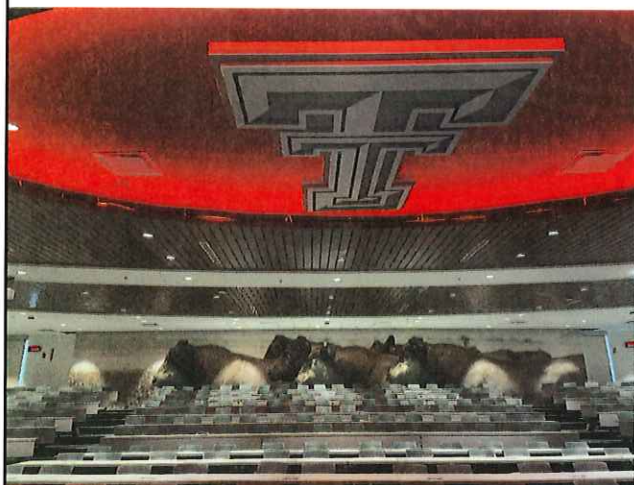
Headquarters – November 2021

Mariposa – August 2021



TTU – School of Veterinary Medicine - Headquarters

Item 6



TTU – School of Veterinary Medicine – Mariposa Station

Item 6



TTU – J.T. & Margaret Talkington College of Visual and Performing Arts Theatre & Dance Complex Phase II

Item 6

Current Budget: \$ 20,000,000

Gross Square Feet: 11,328 GSF New
24,200 GSF Ren

Team / Status:

- Design Professional:
Holzman Moss Bottino Architecture Inc.
@ 83%
- Construction Manager At Risk (CMAR):
Lee Lewis Construction, Inc. @ 28%
- Construction Manager Agent (CMA):
N/A
- Artist:
Waived

Substantial Completion Date:
Original Date – October 2022

Actual Date – TBD



TTU – J.T. & Margaret Talkington College of Visual and Performing Arts Theatre & Dance Complex Phase II

Item 6



TTU – J.T. & Margaret Talkington College of Visual and Performing Arts Theatre & Dance Complex Phase II

Item 6

Construction Delivery: CMAR

	BOR Appr (Full) 10/2020 11,328 GSF New 24,200 GSF Reno	Previous Budget 7/2021 11,328 GSF New 24,200 GSF Reno	Current Budget 10/27/2021 11,328 GSF New 24,200 GSF Reno	+ / (-) Change D-C	NOTES
BUDGET	B	C	D		
	\$ 20,000,000	\$ 20,000,000	\$ 20,000,000	\$ -	
CATEGORY					
Construction	\$ 15,711,254	\$ 15,711,254	\$ 16,106,254	\$ 395,000	LLC amendment 2 for rerouting hydronic piping; new electrical feeds to main disconnect; additional owner's contingency [\$200k]
Professional Services	\$ 2,152,415	\$ 2,152,415	\$ 1,887,415	\$ (265,000)	
FF&E	\$ 997,750	\$ 997,750	\$ 942,750	\$ (55,000)	
Administrative	\$ 135,158	\$ 135,158	\$ 114,658	\$ (20,500)	
Project Contingency	\$ 521,958	\$ 521,958	\$ 467,458	\$ (54,500)	
Regents' Rules	\$ 481,465	\$ 481,465	\$ 481,465	\$ -	
TOTAL	\$ 20,000,000	\$ 20,000,000	\$ 20,000,000	\$ -	

PARTNERS

General Contractor	Lee Lewis Construction Inc.
Design Professional	Holzman Moss Bottino Architecture, LLP
CM Agent	N/A
Tier 2 Auditor	Townsend

TTU – Dr. Robert Neff and Louise Willson Arnold Wing

Item 6

Current Budget: \$ 12,000,000

Gross Square Feet: 18,700 GSF

Team / Status:

- Design Professional:
MWM Architects, Inc. @ 74%
- Construction Manager At Risk (CMAR):
Western Builders of Amarillo @ 0%
- Construction Manager Agent (CMA):
N/A
- Artist:
Waived

Substantial Completion Date:

Original Date – August 2022

Actual Date – TBD



TTU – Dr. Robert Neff and Louise Willson Arnold Wing

Item 6

Construction Delivery: CMAR

	BOR Appr (Full) 05/2021 18,700 GSF B	Previous Budget 7/2021 18,700 GSF C	Current Budget 10/27/2021 18,700 GSF D	+ / (-) Change D-C	NOTES
BUDGET	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000	\$ -	
CATEGORY					
Construction	\$ 9,621,500	\$ 9,621,500	\$ 9,621,500	\$ -	
Professional Services	\$ 1,191,120	\$ 1,191,120	\$ 1,191,120	\$ -	
FF&E	\$ 574,240	\$ 574,240	\$ 574,240	\$ -	
Administrative	\$ 60,600	\$ 60,600	\$ 60,600	\$ -	
Project Contingency	\$ 271,290	\$ 271,290	\$ 271,290	\$ -	
Regents' Rules	\$ 281,250	\$ 281,250	\$ 281,250	\$ -	
TOTAL	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000	\$ -	

PARTNERS

General Contractor Western Builders of Amarillo
Design Professional MWM Architects, Inc.
CM Agent N/A
Tier 2 Auditor Waived

TTUHSC – School of Health Professions Physician Assistant Building on Midland College Campus

Item 6

Current Budget: \$ 30,000,000

Gross Square Feet: 34,505 GSF

Team / Status:

- Design Professional:
Parkhill @ 85%
- Construction Manager At Risk (CMAR):
Adolfson & Peterson Construction @ 43%
- Construction Manager Agent (CMA):
Project Control @ 49%
- Artist:
Waived

Substantial Completion Date:
Original Date – March 2022

Actual Date – TBD



TTUHSC – School of Health Professions Physician Assistant Building on Midland College Campus

Item 6



TTUHSC – School of Health Professions Physician Assistant Building on Midland College Campus

Item 6

Construction Delivery: CMAR

	BOR Appr (Full) 12/2020 34,505 GSF B	Previous Budget 7/2021 34,505 GSF C	Current Budget 10/27/2021 34,505 GSF D	+/- Change D-C	NOTES
BUDGET	\$ 30,000,000	\$ 30,000,000	\$ 30,000,000	\$ -	
CATEGORY					
Construction	\$ 17,821,059	\$ 19,747,117	\$ 19,747,117	\$ -	
Professional Services	\$ 3,756,001	\$ 3,474,500	\$ 3,474,500	\$ -	
FF&E	\$ 5,863,244	\$ 5,109,148	\$ 5,109,148	\$ -	
Administrative	\$ 458,245	\$ 446,175	\$ 446,175	\$ -	
Project Contingency	\$ 1,398,326	\$ 519,935	\$ 519,935	\$ -	
Regents' Rules	\$ 703,125	\$ 703,125	\$ 703,125	\$ -	
TOTAL	\$ 30,000,000	\$ 30,000,000	\$ 30,000,000	\$ -	

PARTNERS

General Contractor: Adolfson & Peterson Construction
Design Professional: Parkhill
CM Agent: Project Control
Tier 2 Auditor: Townsend

MSU – Bridwell Activities Center Project

Item 6

Current Budget: \$ 5,570,000

Gross Square Feet: 29,520 GSF

Team / Status:

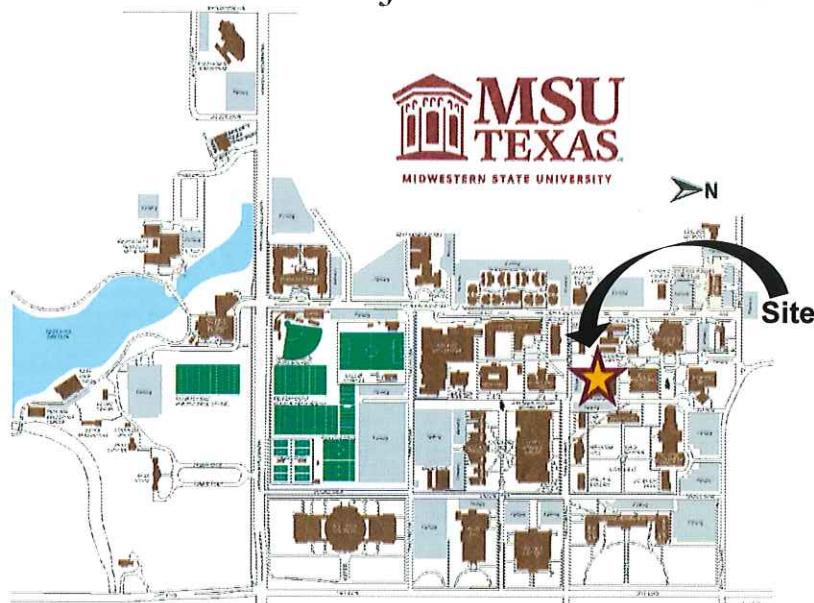
- Design Professional: Bundy, Young, Sims & Potter, Inc. @ 90%
- Construction Manager At Risk (CMAR): Anthony Inman Construction Inc. @ 41%
- Construction Manager Agent (CMA): N/A
- Artist: N/A

Substantial Completion Date:

Original Date – August 2021

Current Date – February 25, 2022

Actual Date – TBD



MSU – Bridwell Activities Center Project

Item 6



MSU – Bridwell Activities Center Project

Item 6



TTU – USDA Cotton Classing Laboratory

Item 6

Const. Contract Amount: \$ 14,466,000

Gross Square Feet: 30,730 GSF

Team:

- Design Professional:
Fanning, Fanning and Associates
- Construction Manager At Risk (CMAR):
Lee Lewis Construction, Inc.
- On Site Project Management /
Construction Observation
by TTUS-FP&C
- Artist:
N/A

USDA Contractual Final Completion:
Original Date – July 11, 2021

Actual Date – TBD By USDA



TTUHSC – Dallas Southwest Professional Building Renovation

Item 6

Current Budget: \$ 15,500,000

Gross Square Feet: 63,000 Building
17,700 Renovation

Team / Status:

- Design Professional:
Parkhill Smith and Cooper @ 89%
- Construction Manager At Risk (CMAR):
Hill & Wilkinson @ 42%
- Construction Manager Agent (CMA):
Waived
- Artist:
Waived

Substantial Completion Date:
Original Date – May 2022

Actual Date – TBD



TTUHSC – Dallas Southwest Professional Building Renovation

Item 6

Construction Delivery: CMAR

	BOR Appr (Full) 10/2020 17,700 GSF B	Previous Budget 7/2021 17,700 GSF C	Current Budget 10/27/2021 17,700 GSF D	+ / (-) Change D-C	NOTES
BUDGET	\$ 15,500,000	\$ 15,500,000	\$ 15,500,000	\$ -	
CATEGORY					
Construction	\$ 12,038,500	\$ 12,038,500	\$ 12,038,500	\$ -	
Professional Services	\$ 1,322,000	\$ 1,322,000	\$ 1,322,000	\$ -	
FF&E	\$ 1,361,800	\$ 1,361,800	\$ 1,361,800	\$ -	
Administrative	\$ 59,652	\$ 69,652	\$ 69,652	\$ -	
Project Contingency	\$ 354,767	\$ 344,767	\$ 344,767	\$ -	
Regents' Rules	\$ 363,281	\$ 363,281	\$ 363,281	\$ -	
TOTAL	\$ 15,500,000	\$ 15,500,000	\$ 15,500,000	\$ -	

PARTNERS

General Contractor Hill & Wilkinson
Design Professional Parkhill Smith and Cooper
CM Agent Waived
Tier 2 Auditor Townsend

Texas Tech University System

Item 6

Projects – In Design

TTU – Academic Sciences Building

Item 6

Status: Stage II Design / Pre-Con

Current Budget: \$ 8,130,683

Projected Budget: \$100,000,000

Gross Square Feet: 128,999 GSF

Team / Status:

- Design Professional:
Barnes Gromatzky Kosarek
Architects/EYP
- Construction Manager At Risk (CMAR):
Western Builders of Amarillo
- Construction Manager Agent (CMA):
N/A
- Artist:
TBD

Substantial Completion Date:

Original Date – TBD

Actual Date – TBD



TTU – Rip Griffin Park Expansion & Renovation

Item 6

Status: Stage II Design / Pre-Con

Current Budget: \$ 1,104,660

Projected Budget: TBD

Approx. Gross Square Feet: 10,800 GSF Reno
14,342 GSF Addition

Team / Status:

- Design Professional:
Populous, Inc.
- Construction Manager At Risk (CMAR):
Teinert Construction
- Construction Manager Agent (CMA):
N/A
- Artist:
TBD

Substantial Completion Date:

Original Date – TBD

Actual Date – TBD



TTU – NRHC Ranch Life Learning Center

Item 6

Status: Stage II Design / Pre-Con

Current Budget: \$ 712,562

Projected Budget: TBD

Gross Square Feet: 38,005 GSF

Team / Status:

- Design Professional:
Condray Design Group
- Construction Manager At Risk (CMAR):
Telnert Construction, Inc.
- Construction Manager Agent (CMA):
N/A
- Artist:
TBD

Substantial Completion Date:

Original Date – TBD

Actual Date – TBD



TTU – NRHC Master Plan

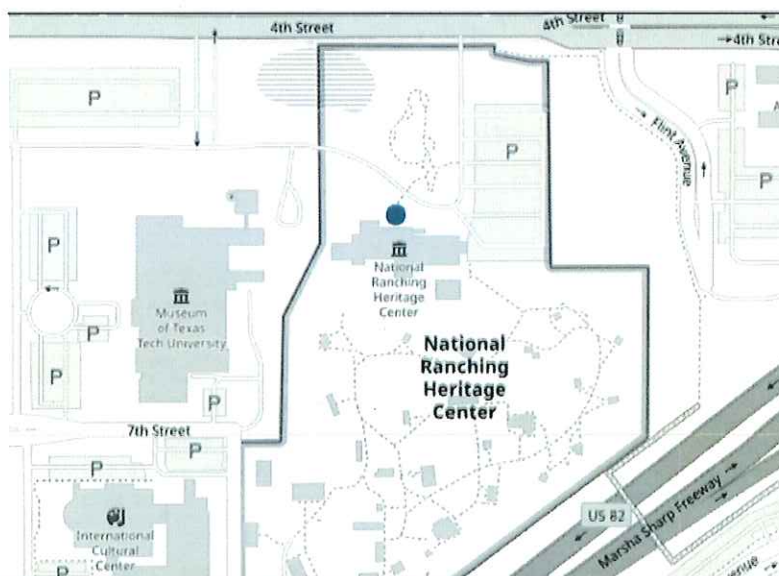
Item 6

Status: Stage I Design

Current Budget: \$ 50,000

Team / Status:

- NRHC & FP&C



Texas Tech University System

Item 6

Status of Public Art

TTU – The Dustin R. Womble Basketball Center

Item 6

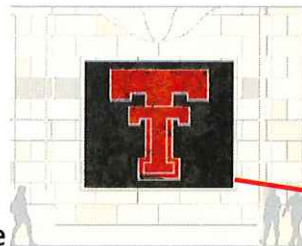
Art Budget: \$ 281,000

Artist: Stephen Johnson
Lawrence, KS

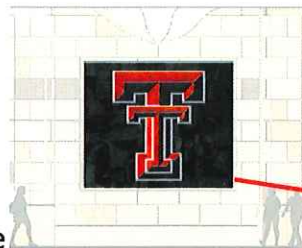
Title: Awaiting Artist Announcement

Status: April 2022 Installation

South side



North side



Project Name	Contract Type	BUDGET					Actual/Projected fee (over/under) (D-A)	Actual/Projected fee (over/under) (D-A)	Actual/Projected fee (over/under) (D-A)	BOR Adjustment Data	BUDGET ADJUSTMENTS
		Original Budget (Proposed MFR)	Board Approved A	Board Adjustment B	Internal Adjustment	Adjusted Budget C					
Engineering & Materials Research Ctr Renovation Design Build		\$307,000,000	\$1,680,000	\$27,527,030		\$30,207,030	\$-3,976,696	\$-3,976,696	-7%	10/2014-05/2015	BOR Adjustment: 05/2015 - Full project funding Phase II project will require \$9,649.59 within the building. The basement for the John Lee Materials Symbols and Characterization Laboratory, the first and second floors will be constructed as flexible research space with associated offices for faculty and grad students, several meeting/conference rooms, one 50-seat lecture hall for distance education, as well as, upgraded classroom spaces. In addition, the project will provide accessible elevators and restrooms, new fire alarm & suppression systems, improved energy efficiency of the building through the replacement of the roofing system and exterior windows. Also, landscape enhancements and public art.
United Supermarkets Arena Renovation	Design Build	\$4,300,000	\$4,300,000	\$1,281,624		\$5,581,624	\$1,281,227	\$-397	0%	12/2014-09/2015	BOR Adjustment: 12/2014 - Initial scope request includes renovation of the Men, Women, and Volleyball coaches' offices and suites and full redesign and renovation of the main west front entry lobby, gathering space, and former retail space; (2) 09/2015 - expanded scope for the project includes renovation of the north and south west level corridors, along with interior finishes and graphic upgrades to the practice gymnasium; (3) expanded scope for the project covers the new training graphic package and the new training graphic package.
Rawls College of Business Administration Addition	Construction Mgr @ Risk	\$15,000,000	\$15,000,000	\$87,782		\$15,87,782	\$14,831,246	\$-1,046,536	-7%	02/2016	BOR Adjustment: Budget increase covers the following expanded scope for the finish-out of a 1,686 SF lease space for Chokwe in accordance with the terms of the lease: (1) additional professional fee for the design of the space; (2) interior finish-out of the space including surface materials, lighting, millwork, plumbing, cabinets, fixtures, etc.; and (3) purchase and installation of Chokwe-ILIA, proprietary FBE items.
Jones AT&T Stadium NEZ Building Renovation	Construction Mgr @ Risk	\$3,750,000	\$3,750,000	\$900,000		\$4,650,000	\$823,429	\$-765,571	-2%	12/2015	BOR Adjustment: Budget increase covers the following expanded scope: (1) the change from "approximately 200 new premium seats" to approximately 56 new premium outdoor lounge suites with seating for 234 spectators; (2) change from a "general warming kitchen to a food prep club kitchen"; (3) roof replacement; and (4) new air handling units.
Petroleum Engineering Bldg. Renovation Phase I	Construction Mgr @ Risk	\$5,000,000	\$5,000,000	\$4,859,000		\$9,859,000	\$4,149,748	\$-709,252	-4%	02/2016-08/2016	BOR Adjustment: (1) budget increase covers the following expanded scope for 20,680 GSF: (1) renovation of three spaces to create industrial labs with new lighting, refinished interior surfaces, door modifications and installation of one overhead door; (2) renovation of two spaces to create a new research space with a new ceiling and lighting; (3) renovation of one space to create a new research space with a new ceiling and lighting; (4) renovation of one space to create a new research space with a new ceiling and lighting; (5) two existing classrooms require replacement of the egress doors to meet code; (6) existing tiered classroom #221 to receive new paint, ceiling and lighting; (7) existing student lounge to be finished out to match student lounge on second floor; (8) existing restrooms to be made accessible and renovated; (9) various doors will be replaced; and (10) corridors to receive new finishes, ceilings, and lighting; and (11) distance education capabilities and equipment installation in several classrooms. (2) budget increase covers the expanded scope to include renovation of an additional 3,237 square feet in the building, and modification to a lab within the previously approved scope. The project will (1) renovate Rooms 118A and 118B for the Advanced Manufacturing Teaching Lab; (2) renovate Room 119 into a study room; and (3) convert Lab #111 from the previously approved dry lab to a wet lab function.
Museum Life Safety Upgrade & Air Mgmt Equipment Construction Mgr @ Risk		\$6,000,000	\$7,659,000			\$7,659,000	\$5,892,562	\$-1,837,438	-32%	06/2016	BOR Adjustment: 06/2016 Full project funding ES&B. BOR Adjustment: 02/2019, Full ES&B II Shell Spaces funding.
Experimental Sciences Building II	Construction Mgr @ Risk	\$77,000,000	\$77,217,364	\$77,285,636		\$75,500,000	\$77,023,689	\$-2,476,315	-3%	02/2018	BOR Adjustment: 02/2018 Full project funding ES&B. BOR Adjustment: 02/2019, Full ES&B II Shell Spaces funding.
TCOYA Theatre and Dance Complex	Construction Mgr @ Risk	\$24,700,000	\$24,700,000	\$24,700,000		\$24,700,000	\$24,859,210	\$-1,140,781	-5%	12/2015	BOR Adjustment: Full project funding.
Jones AT&T Sports Performance Center	Construction Mgr @ Risk	\$40,000,000	\$29,169,330	\$46,839,670		\$46,000,000	\$390,971	\$-890,971	-1%	12/2015	BOR Adjustment: Full project funding.
New Honors Residence Hall	Design Build	\$30,000,000	\$29,900,000			\$29,900,000	\$28,313,326	\$-1,586,674	-8%	03/2018	BOR Adjustment: 03/2018, Award a Construction Mgr @ Risk Contract BOR Adjustment: 08/2018, Establish a Stage II budget and amend the DP agreement. BOR Adjustment 12/2018, Full project funding.
TTU Athletic Dining Facility	Construction Mgr @ Risk	\$7,000,000	\$220,000	\$5,340,000		\$5,660,000	\$366,400	\$-366,400	-7%	12/2018	BOR Adjustment: 12/2018 Full project funding ES&B. BOR Adjustment: 02/2019, Full ES&B II Shell Spaces funding.
Jones AT&T South End Zone Facility	Construction Mgr @ Risk	\$50,000,000	\$60,000	\$399,104		\$50,399,104	\$48,485	\$-442,411	-10%	06/2019	BOR Adjustment: 06/2019 Full project funding ES&B. BOR Adjustment: 02/2019, Full ES&B II Shell Spaces funding.
The Diaton R. Womble Basketball Center	Construction Mgr @ Risk	\$13,500,000	\$730,000	\$38,760,000		\$2,187,619	\$2,187,619	\$0	0%	06/2019	BOR Adjustment: 06/2019 Full project funding ES&B. BOR Adjustment: 02/2019, Full ES&B II Shell Spaces funding.
Football Training Facility	Construction Mgr @ Risk	\$40,000,000	\$250,000	\$1,507,437		\$1,168,133	\$516,380	\$-72,274	-10%	12/2018	BOR Adjustment: 12/2018 Full project funding ES&B. BOR Adjustment: 02/2019, Full ES&B II Shell Spaces funding.
Football Training Facility Practice Fields	OSP		\$1,500,000	\$1,028,513		\$2,528,513	\$29,867	\$-29,867	-1%	06/2019	BOR Adjustment: 06/2019 Full project funding ES&B. BOR Adjustment: 02/2019, Full ES&B II Shell Spaces funding.
School of Veterinary Medicine Feasibility	Feasibility	N/A	\$242,300	\$2,255,864		\$2,498,164	\$190,109	\$-308,134	-10%	12/2019	BOR Adjustment: 12/2019 Full project funding ES&B. BOR Adjustment: 02/2019, Full ES&B II Shell Spaces funding.
School of Veterinary Medicine-Amarillo Campus	Construction Mgr @ Risk	\$90,000,000	\$	\$90,000,000		\$86,393,756	\$86,393,756	\$0	0%	06/2019	BOR Adjustment: 06/2019 Full project funding ES&B. BOR Adjustment: 02/2019, Full ES&B II Shell Spaces funding.
School of Veterinary Medicine-Marjopa	Construction Mgr @ Risk	\$15,000,000	\$	\$15,000,000		\$18,606,244	\$18,606,244	\$0	0%	06/2019	BOR Adjustment: 06/2019 Full project funding ES&B. BOR Adjustment: 02/2019, Full ES&B II Shell Spaces funding.
MHC Ranch Life Learning Center	Construction Mgr @ Risk	\$7,000,000	\$93,150	\$319,412		\$712,562	\$712,562	\$0	0%	06/2019	BOR Adjustment: 06/2019 Full project funding ES&B. BOR Adjustment: 02/2019, Full ES&B II Shell Spaces funding.
Libbreck Municipal Auditorium & Coliseum	Construction Mgr @ Risk	\$3,000,000	\$3,000,000	\$3,300,000		\$3,600,000	\$3,117,28	\$-488,711	-12%	12/2018	BOR Adjustment: Full project funding.
Wheels Hall Renovation	Construction Mgr @ Risk	\$24,800,000	\$975,000	\$32,525,000		\$24,500,000	\$21,138,980	\$-3,361,020	-16%	09/2019	BOR Adjustment: Approve Stage II budget/amend DP and CM@R agreements. BOR Adjustment 12/2018, Full project funding.
TCOYA Theatre and Dance Complex Phase II	Construction Mgr @ Risk	\$20,000,000	\$555,520	\$19,444,480		\$20,000,000	\$20,000,000	\$0	0%	10/2019	BOR Adjustment: 10/2019: Authorize Stage II services and award CM@R pre-construction services. BOR Adj. 10/2019: Accept and authorize

FACILITIES PLANNING AND CONSTRUCTION
Capital Project Budget Analysis
Fiscal Year 2016-2021

Project Name	Contract Type	BUDGET				COST		VARIANCE A		VARIANCE B		BUDGET ADJUSTMENTS
		Original Budget (Proposed NP1)	Board Approved A	Board Adjustment B	Internal Adjustment C	Adjusted Budget C	Actual/Projected D	Actual/Projected less Board Approved (Over/Under) (D-A)	% (Over/Under)	Actual/Projected less Adjusted Budget (Over/Under) (D-C)	% (Over/Under)	
Jones AT&T Stadium East Side Finish-Out	Construction Mgr @ Risk	\$9,403,407	\$364,892	\$9,038,515		\$9,403,407	\$8,305,046	-\$1,098,361	-13%	-\$1,098,361	-13%	BOR Adjustment: Amend DP agreement for Stage II services. BOR Adj. 10/2019, Full project funding.
TTU Dairy Barn Renovation	Construction Mgr @ Risk	\$3,539,061	\$233,650	\$3,415,411		\$3,539,061	\$2,506,733	-\$1,032,328	-41%	-\$1,032,328	-41%	BOR Adjustment: Design Professional Stage II and CMR pre-construction services. BOR Adj. 10/2019, Full project funding.
Museum East Wing Addition-TTU	Construction Mgr @ Risk	\$12,000,000	\$100,000	\$11,900,000		\$12,000,000	\$12,000,000	\$0	0%	\$0	0%	BOR Adjustment: Award DP and authorize Stage I Services. BOR Adj. 10/2020: Authorized Stage II DP Services. BOR Adj. 12/2020: Authorized pre-construction services. BOR Adj. 5/2021: Accept and authorize CMR Amendment.
Big Green Park Expansion & Renovation	Construction Mgr @ Risk	\$12,500,000	\$250,000	\$2,850,000		\$12,500,000	\$1,100,465	\$1,399,535	11%	\$0	0%	BOR Adjustment: Design Professional Stage I Services. BOR Adjustment 12/2021: DP Stage II
Academic Sciences Building	Construction Mgr @ Risk	\$100,000,000	\$1,749,251	\$6,382,432		\$84,130,683	\$8,110,693	\$0	0%	\$0	0%	BOR Adjustment 2/2020: Approve and award Design Professional Stage I Services. BOR Adjustment 12/2021: DP Stage II
TOTAL - TTU		\$656,192,468	\$102,741,457	\$380,865,466	\$1,180,182	\$484,787,105	\$466,878,240	-\$18,908,865	-4%	-\$17,908,865	-4%	Services and award CMAR pre-con services.
T	Construction Mgr @ Risk	\$27,500,000	\$27,500,000			\$27,500,000	\$27,278,358	-\$221,642	-1%	-\$221,642	-1%	
U												
S												
TOTAL - System		\$7,500,000	\$27,500,000	\$0	\$0	\$27,500,000	\$27,278,358	-\$221,642	-1%	-\$221,642	-1%	

Project Name	Contract Type	BUDGET				COST		VARIANCE A		VARIANCE B		BUDGET ADJUSTMENTS
		Original Budget (Proposed NP1)	Board Approved A	Board Adjustment B	Internal Adjustment C	Adjusted Budget C	Actual/Projected D	Actual/Projected less Board Approved (Over/Under) (D-A)	% (Over/Under)	Actual/Projected less Adjusted Budget (Over/Under) (D-C)	% (Over/Under)	
Children Public Health Facility	Competitive Sealed Proposal	\$14,250,000	\$15,500,000			\$15,500,000	\$15,500,000	\$0	0%	\$0	0%	
Parham Clinic Simulation Center	Construction Mgr @ Risk	\$2,750,000	\$2,750,000	\$9,470,115		\$12,220,115	\$8,645,518	-\$3,574,597	-29%	-\$3,574,597	-29%	07/2017: BOR Adjustment: Full project funding. BOR Adjustment: Full project funding.
Parham Basin Academic Facility	Construction Mgr @ Risk	\$2,300,000	\$552,665	\$2,177,315		\$2,300,000	\$2,046,113	-\$253,887	-11%	-\$253,887	-11%	07/2017: BOR Adjustment: Full project funding. BOR Adjustment: Full project funding.
Lubbock Education, Research & Technology + West Expansion	Construction Mgr @ Risk	\$43,700,000	\$2,463,613	\$46,971,387		\$49,375,000	\$98,278,656	\$48,903,656	115%	\$48,903,656	115%	10/2018: BOR Adjustment: 10/2017: Scope increase to add 2,300 GSF expansion to the IRH Floor 4. 10/2018: BOR Adjustment: 12,500 GSF Classroom/Academic Event Center, and reinstatement of other value 10/2018 engineering items (cooling system, lobby ceiling, 10/2018: purchase additional equipment.
TTUHSC SWPB Dallas Renovations	Construction Mgr @ Risk	\$15,500,000	\$1,999,750	\$14,100,250		\$15,500,000	\$15,500,000	\$0	0%	\$0	0%	10/2015: BOR Adjustment 10/2015: Award CMAR pre-con service. BOR Adj. 10/2020: Accept and Amend CMAR Agreement for 10/2020: GMP.
TTUHSC + Midland College PA Program Expansion	Construction Mgr @ Risk	\$30,000,000	\$592,937	\$29,407,063		\$30,000,000	\$30,000,000	\$0	0%	\$0	0%	10/2020: BOR Adjustment 2/2020: Authorize DP Stage II Services. BOR Adj. 5/2020: award CMAR pre-con services. BOR Adj. 12/2020: 12/2020 award a CMA and amend the CMAR Agreement.
TOTAL - HSC		\$175,500,000	\$20,228,770	\$171,896,230	\$0	\$191,925,000	\$188,820,686	-\$3,104,314	-2%	-\$3,104,314	-2%	

Project Name	Contract Type	BUDGET				COST		VARIANCE A		VARIANCE B		BUDGET ADJUSTMENTS
		Original Budget (Proposed NP1)	Board Approved A	Board Adjustment B	Internal Adjustment C	Adjusted Budget C	Actual/Projected D	Actual/Projected less Board Approved (Over/Under) (D-A)	% (Over/Under)	Actual/Projected less Adjusted Budget (Over/Under) (D-C)	% (Over/Under)	
Medical Science Building II	Construction Mgr @ Risk	\$44,400,000	\$2,412,064	\$42,843,011	-\$855,573	\$44,400,000	\$74,279,968	\$30,879,968	70%	\$10,120,134	23%	12/2018: BOR Adjustment: Full project funding. BOR Adjustment 12/2018: additional offices
Dental Oral Health Clinic	Construction Mgr @ Risk	\$25,000,000	\$689,473	\$24,310,527	-\$4,200,000	\$20,800,000	\$15,070,578	-\$5,729,422	-28%	-\$5,729,422	-28%	08/2019: BOR Adj. 08/2019: Authorized Stage II Services and awarded CMAR for pre-construction services. BOR Adj. 2/2020: authorize full funding.
Dental Learning Center	Construction Mgr @ Risk	\$13,000,000	\$300,000	\$12,218,175	-\$5,422,652	\$7,795,523	\$5,932,677	-\$1,862,846	-24%	-\$1,862,846	-24%	12/2018: BOR Adjustment: Establish a Stage II budget/amend DP agreement. BOR Adjustment 12/2018: full project funding
TOTAL - El Paso		\$122,400,000	\$3,401,537	\$119,372,313	-\$10,478,225	\$112,295,025	\$95,283,223	-\$17,012,402	-15%	-\$17,012,402	-15%	

Project Name	Contract Type	BUDGET				COST		VARIANCE A		VARIANCE B		BUDGET ADJUSTMENTS
		Original Budget (Proposed NP1)	Board Approved A	Board Adjustment B	Internal Adjustment C	Adjusted Budget C	Actual/Projected D	Actual/Projected less Board Approved (Over/Under) (D-A)	% (Over/Under)	Actual/Projected less Adjusted Budget (Over/Under) (D-C)	% (Over/Under)	
Hunter-Strain Engineering Laboratories Addition	Construction Mgr @ Risk	\$4,000,000	\$4,000,000			\$4,000,000	\$4,000,000	\$0	0%	\$0	0%	
LeGrand Football Stadium Press Box	Construction Mgr @ Risk	\$3,000,000	\$3,000,000	\$976,000		\$3,976,000	\$3,976,000	\$0	0%	\$0	0%	BOR Adjustment: 08/2016: Expand scope to cover modifications to the window design, enhance ADA access, and provide additional elevator stops. 07/2017: Expand scope to provide full build (leaves to roof, relocation of the building pad 4' to the west, three-story emergency stair structure for egress purposes, increased elevator size and capacity for emergency responders, and additional design professional costs for associated changes.
General Village Phase II	Design Build	\$12,700,000	\$14,500,000			\$14,500,000	\$12,522,453	-\$1,977,547	-15%	-\$1,977,547	-15%	07/2017: BOR Adjustment: Full project funding
Food Service Center Renovation	Construction Mgr @ Risk	\$26,120,000	\$2,973,480			\$26,120,000	\$1,587,705	-\$24,532,295	-94%	-\$24,532,295	-94%	08/2019: BOR Adjustment: Full project funding
College of Health & Human Services	Construction Mgr @ Risk	\$26,460,000	\$773,195	\$25,686,805		\$26,460,000	\$23,145,448	-\$3,314,552	-13%	-\$3,314,552	-13%	07/2019: BOR Adjustment: Full project funding
Angelo State University Mower Museum	Construction Mgr @ Risk	\$14,200,000	\$425,000	\$13,775,000		\$13,775,000	\$15,666,898	\$1,891,898	14%	-\$2,183,164	-16%	08/2019: BOR Adjustment: Design Professional Stage II BOR Adjustment 05/2019: Pre-construction services. BOR Adj. 08/2020: Accepted the GMP and amended the CMAR contract. BOR Adj. 08/2020: Mezzanine Expansion approved.
TOTAL - ASU		\$60,260,000	\$23,348,315	\$51,937,685	\$0	\$75,285,000	\$66,898,639	-\$8,386,361	-11%	-\$8,386,361	-11%	

Capital Project Budget Analysis
Fiscal Year 2016-2021

Complete - Project Closed/Project Under Warranty



GOALS

- *Produce research, scholarship and creative activity that benefits West Texas, Texas and the nation.*
- *Promote interdisciplinary and collaborative partnerships among academic disciplines, colleges, institutions and industry that address practical, real-world problems, promote economic development and commercialization*
- *Strengthen our standing among Carnegie Classification "Very High Research Activity" institutions and move toward AAU status*



AREAS OF STRENGTH & IMPACT

- **RURAL RESILIENCE & PROSPERITY**

- Water conservation, expanded broadband technology, chronic disease, addiction, entrepreneurship and economic development in rural communities, expanding crop growing zones, developing value-add applications for crops

- **ENERGY**

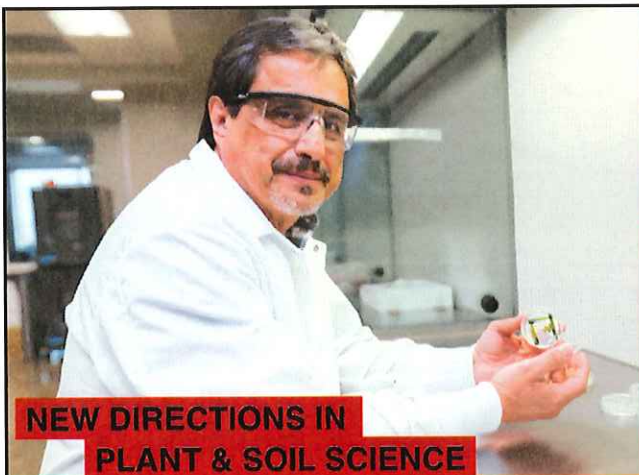
- Enhanced oil and gas production, produced water consortium, grid resilience, renewable energy, power electronics

- **ENVIRONMENTAL RESILIENCE**

- Severe coastal weather, severe weather in local microclimates, increasing crop viability in challenging weather conditions

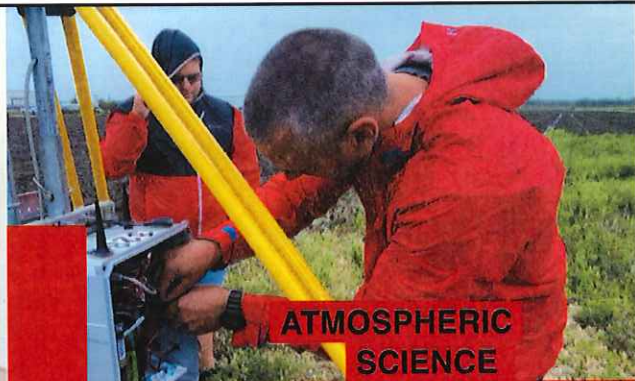
- **ECONOMIC DEVELOPMENT & INNOVATION**

- Innovation HUB (ideation, innovation and commercialization programs), TTRP strategy for build-out of innovation district (focus on energy, healthcare and agriculture)



NEW DIRECTIONS IN PLANT & SOIL SCIENCE

Studying genomics and interactions among plant nutrition, microbiomes, and human nutrition to design plans to live in unique, remote environments.

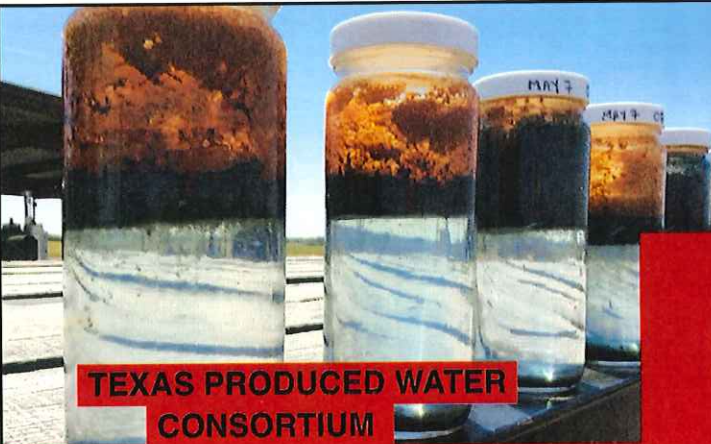


ATMOSPHERIC SCIENCE

Observing, tracking and predicting weather through the West Texas Mesonet, National Wind Institute and Hurricane Research Team to understand storm dynamics and wind power.



FROM HERE,
IT'S POSSIBLE



TEXAS PRODUCED WATER CONSORTIUM

A state partnership to study and develop beneficial uses of produced water and suggest changes to law and administrative policy.

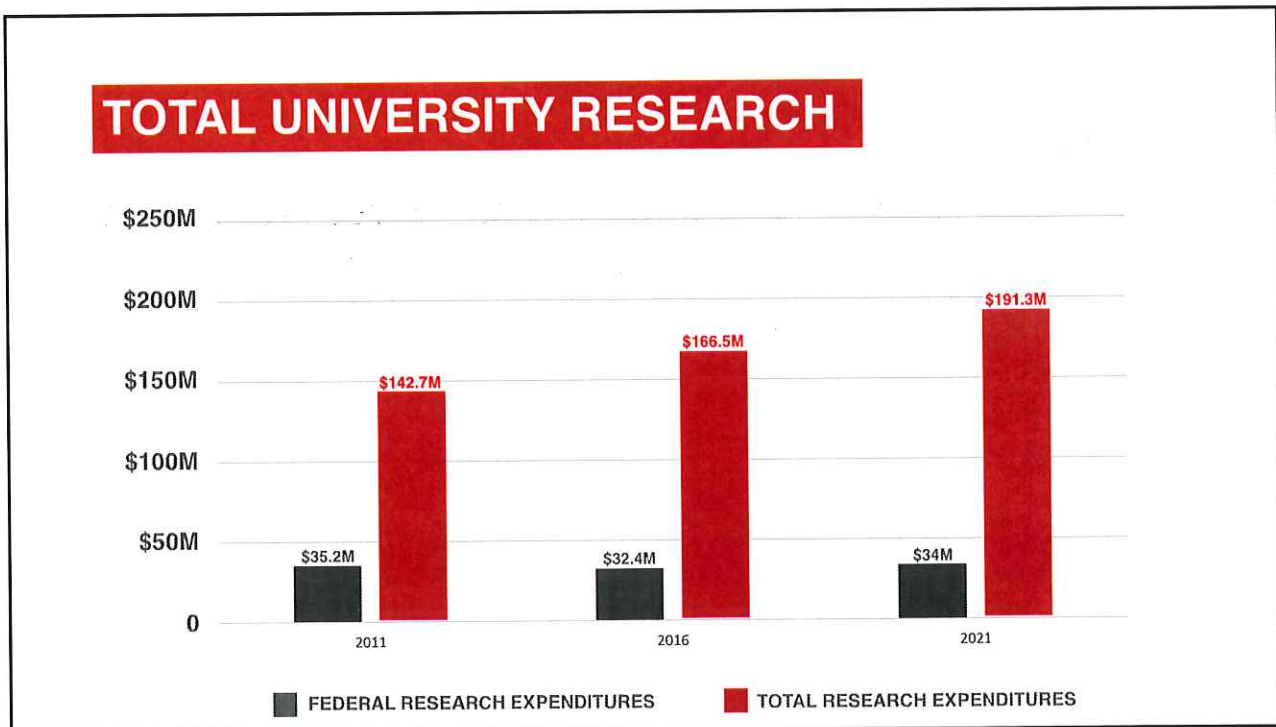


FOOD SAFETY

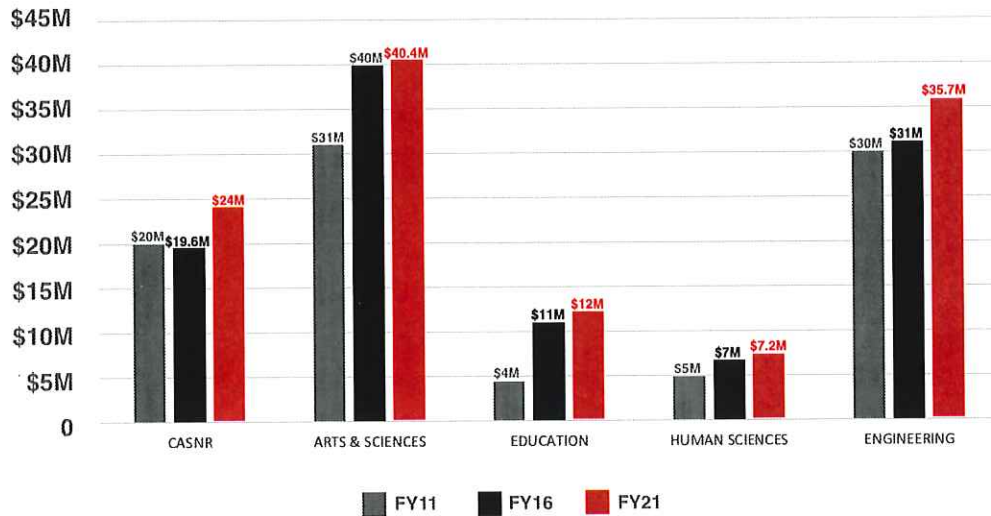
Securing the global food supply through access, availability, stability and utilization.



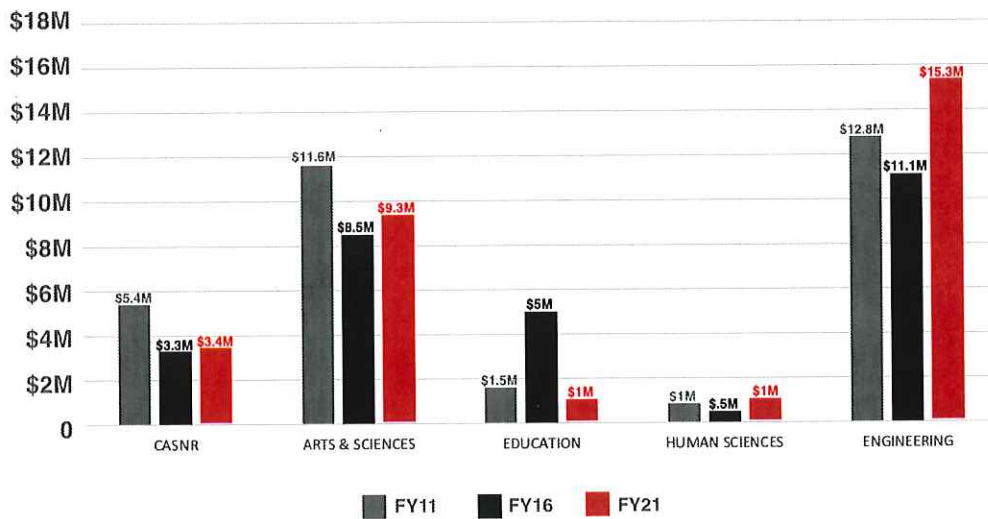
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TRE BY COLLEGE



FRE BY COLLEGE



ASSESSMENT OF PROGRESS

Global University Rankings:

- US NEWS BEST GLOBAL UNIVERSITIES: #464 OF 1,750
- CENTER FOR WORLD UNIVERSITY RANKINGS: #423 OF 19,788

NSF HERD:	RANK	PERCENTILE
TOTAL RESEARCH EXPENDITURES	113/902	13%
FEDERAL RESEARCH EXPENDITURES	178/998	18%
NATIONAL ACADEMY MEMBERS	58/431	14%

CMUP (rank top 200):	OVERALL	PUBLIC
TOTAL RESEARCH EXPENDITURES	134	90
FEDERAL RESEARCH EXPENDITURES	199	145
NATIONAL ACADEMY MEMBERS	107	65
FACULTY AWARDS	97	66
DOCTORATES AWARDED	62	46

FEDERAL AGENCY RESEARCH FUNDING

AGENCY	TEXAS TECH	U.S.
HEALTH & HUMAN SERVICES	\$12.4M	\$24.4B
DEPARTMENT OF DEFENSE	\$5.8M	\$6.7B
NATIONAL SCIENCE FOUNDATION	\$9.1M	\$5.3B
DEPARTMENT OF ENERGY	\$5.3M	\$1.9B
NASA	\$4.5M	\$1.6B
USDA	\$5M	\$1.2B
ALL OTHER AGENCIES	\$9.1M	\$3.3B
ALL OTHER FUNDING SOURCES	\$33.3M	
TOTAL	\$84.5M	



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MOVING FORWARD

- **ALIGNING OUR STRENGTHS WITH FUNDING OPPORTUNITIES**
- **STRATEGIC HIRING**

- Provost and Vice President for Research coordinating with Deans on institutional enhancement investments in strategic areas
- Hires will focus on highly productive mid-career faculty, balancing with high-potential early career faculty
- Striving for both short and long-term impact, continuity in productive faculty for 15-25 years
- Early proposals are focusing on plant genomics (resiliency) and fiber/bio polymers
- Additional areas of focus expected to be focused on water, health and AI



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INNOVATION HUB

- **INNOVATION HUB IS THE PLACE TO ENGAGE STUDENTS, FACULTY AND THE COMMUNITY IN INNOVATION**
- **AREAS OF FOCUS: AGRICULTURE, HEALTHCARE & ENERGY**
- **6 NSF I-CORPS FUNDED STARTUPS IN 2021 (\$50,000/TEAM), TIED WITH BERKELEY FOR THE MOST OF ANY UNIVERSITY**

Since 2017:

- **\$54.1M IN STARTUP INVESTMENT RAISED BY 24 VENTURES**
- **\$23.6M IN FEDERAL & INTERNAL GRANTS AWARDED TO STARTUPS**
- **\$4.6M IN LICENSE REVENUE ON 105 LICENSE AGREEMENTS**
- **609 INVENTION DISCLOSURES, 210 PROVISIONAL PATENT APPLICATIONS, 85 PATENTS ISSUED**

TEXAS TECH RESEARCH PARK, INC.

- STRATEGIC PLAN, DEVELOPED WITH HR&A, ADOPTED BY BOARD OF DIRECTORS IN SEPTEMBER 2021
- PARTNERING TO GUIDE REAL ESTATE DEVELOPMENT AND ENHANCE RESEARCH PARTNERSHIPS

Two-Year Milestones:

BUSINESS MILESTONES

Finalize organizational structure and budget

Adopt ground lease template

Develop outreach and marketing strategy

PROGRAM MILESTONES

Develop and execute community and local business engagement

Develop tenant strategies

INFRASTRUCTURE MILESTONES

Finalize site plan and infrastructure

RFP for developers



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TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

Operating Policy and Procedure

HSC OP: 60.01, Tenure and Promotion Policy

PURPOSE: The purpose of this Health Sciences Center Operating Policy and Procedure (HSC OP) is to provide TTUHSC tenure and promotion guidelines within the HSC OP manual, as required by Section 04.02, *Regents' Rules*.

REVIEW: This HSC OP will be reviewed by April 1 of even-numbered years by the ~~deans and~~ **ProvostAcademics Council**, with recommendations for revision forwarded to the ~~president~~ **Provost** by May 1. Any changes in this HSC OP must be approved by the Board of Regents ("board").

POLICY/PROCEDURE:

1. General Considerations.

- a. **Required contribution by faculty.** TTUHSC is a community of scholars dedicated to teaching and to the advancement of scientific knowledge through scholarship. An essential component of academic endeavor provided by faculty members who have clinical skills is participation in clinical service. Faculty members may also serve the academic community through participation in institutional governance, e.g., committee work, in addition to other activities. Some TTUHSC faculty members also make important contributions to the community in the form of their academically related public service complementary to the institutional mission. All of these contributions by faculty members will be recognized as essential to the mission of TTUHSC.
- b. **Competence and objectivity.** Faculty members at TTUHSC have correlative responsibilities. In addition to maintaining standards of competence, particularly those relating to scholarship, clinical practice, and teaching ability, faculty members are also responsible for maintaining objectivity and industry and cooperating with colleagues and associates in the university.
- c. **Subject to adjustments.** With approval of the dean, faculty members are subject to adjustments to salary, administrative positions, employment duties, and campus location.
- d. **Non-discrimination.** All tenure and/or promotion considerations and recommendations rest upon objective requirements in relationship to the ability of faculty members to perform effectively their responsibilities in teaching, scholarship, clinical service, and academically-related or other public service. Such considerations and recommendations are to be made without regard to race, color, religion, sex, national origin, age, disability, genetic information, status as a covered veteran, or any other legally protected category, class, or characteristic, which, otherwise, do not preclude performance of requisite faculty responsibilities.

2. Academic Freedom.

- a. **Open expression.** Achievement of the teaching, research, patient care and service missions of TTUHSC depends upon an uninhibited search for truth and its open expression. Hence, it is essential that faculty members be free to pursue scholarly inquiry without undue restriction, and to voice and publish individual conclusions concerning the significance of evidence that they consider relevant.

- b. **Content of teaching material.** TTUHSC faculty members are entitled to freedom in the classroom in discussing the subject which they teach, but should refrain from introducing controversial matters which bear no relationship to the classroom subject. When speaking, writing or acting as a citizen of the nation, state or community, faculty members must be free from institutional censorship or discipline, and should make it clear that in this capacity they do not speak for TTUHSC. Faculty members are subject to academic responsibility as noted below in this policy.

3. Academic Responsibility.

- a. **Information provided by faculty.** Faculty candidates agree to provide complete, accurate and current information on all applications for employment and credentialing as deemed necessary by TTUHSC. Prior to commencement of employment and as a condition of continued employment with TTUHSC, faculty members shall, at a minimum, obtain and maintain all the requisite licenses/ certifications required by the state of Texas and other such governmental and professional boards having authority over them and practice privileges where applicable. Failure to comply with these requirements may result in suspension without pay and/or termination.
- b. **Responsibility of faculty.** The concept of academic freedom for faculty members is accompanied by an equally important concept of academic responsibility. Faculty members have a responsibility to TTUHSC, their profession, students, and society at large. The rights of faculty members as extended by society and protected by written policies and the law require the reciprocal assumption of certain responsibilities. The fundamental responsibilities of faculty members as teachers, scholars and/or clinicians include maintaining competence in their field of specialization as exhibited in the classroom, the clinic or laboratory and in the public arena by such activities as discussions, lectures, consulting, publications, and participation in professional organizations and meetings.
- c. **Protection of statements.** Statements by faculty members are protected even though they may be critical in tone or content. However, such statements are not protected by free speech if, they substantially impede faculty members' performance of their duties, materially and substantially interfere with the regular operation of TTUHSC, or are part of a continuing pattern of expression that may destroy the harmony and morale of an academic unit. False statements made publicly with knowledge of their falsity, or in reckless disregard for the truth, are not subject to constitutional protection. Such action may call into question the fitness of faculty members to perform their professional duties.
- d. **Conduct in the classroom.** Faculty members should be professional in their conduct in the classroom and in relationships with students, maintain respect for students and students' rights in the learning experience, and be reasonably available to students for consultation concerning course work.

4. Tenure Perspectives.

- a. **Concept of tenure.** Academic tenure has been developed so that TTUHSC may have the benefit of the competent and honest judgment of its faculty. Tenure recognizes the professional status of faculty members and assures that employment may be terminated only for cause. The burden of proof rests upon TTUHSC when it elects to dismiss tenured faculty members.
- b. **Purposes of tenure.** The purposes of tenure are to protect the academic freedom of the faculty member, to ensure faithful observance of the requirements of academic due process, and to retain, encourage, and promote the ablest and most promising faculty members. This policy defines the types of appointments that may lead to tenure and specifies procedures for granting tenure.

- c. **Award of tenure.** Tenure may be awarded at certain ranks only after a period of probationary service. TTUHSC may award tenure based on excellence of performance in the following areas relevant to faculty members' disciplines:

- (1) teaching;
- (2) scholarship (includes appropriate research pursuits);
- (3) clinical service; and
- (4) academically-related or other public service.

Tenure at TTUHSC is awarded only by formal action of the board.

- d. **Ranks eligible for tenure.** Members of the faculty with the rank of associate professor and professor alone are eligible for tenure. Tenure does not apply to administrative appointments.

5. **Non-tenure Track Appointments.**

- a. **Term appointment.** Non-tenure track term appointments (0.5 to 1 FTE) are for a specific period of time. Faculty appointees in non-tenured positions shall be given a statement in writing of the conditions and period of their appointment. Term appointments may be renewed. However, reappointment shall not create the right to a subsequent term appointment. Time served by persons in non-tenure track series cannot be used as time accrued toward tenure. Each school may select titles from the following non-tenure track appointment positions:

- (1) **Non-tenure track appointments.** Non-tenure track appointments apply to non-tenure track faculty members who are, at the least, halftime, and to individuals with the appropriate professional credentials, as determined by TTUHSC, who are full-time employees of institutions holding formal affiliation agreements with TTUHSC as follows:

- (a) assistant instructor;
- ~~(b)~~ instructor;
- ~~(b)(c)~~ assistant professor of practice;
- ~~(c)(d)~~ assistant professor;
- ~~(d)(e)~~ associate professor of practice;
- ~~(e)(f)~~ associate professor; or
- ~~(f)(g)~~ professor of practice; or
- ~~(g)(h)~~ professor.

- (2) **Faculty associate appointments.** Faculty associate non-tenure track titles may be used for persons who are employees of TTUHSC and who function in teaching, research, or clinical support roles.

- (3) **Research appointments.** The following non-tenure track appointments are for faculty members engaged primarily in research, with incidental teaching and/or patient care responsibilities:

- (a) research instructor;

- (b) research assistant professor;
- (c) research associate professor; or
- (d) research professor.

b. **Other term appointments with qualifying conditions.** Non-tenure track term appointments with qualifying conditions are written for a specific period of time. Faculty appointees in non-tenured positions with qualifying conditions shall be given a statement in writing of the conditions and period of their appointment. Term appointments with qualifying conditions may be renewed. However, reappointment to any such position shall not create the right to a subsequent term appointment. Each school may select titles from the following non-tenure track appointment positions:

(1) **Clinical appointments.** The following non-tenure track appointments are reserved for appointees with less than half-time appointments (less than 0.5 FTE), i.e., less than half-time commitment to, and less than half-time compensation from, TTUHSC:

- (a) clinical lecturer;
- (b) clinical instructor;
- (c) clinical assistant professor;
- (d) clinical associate professor; or
- (e) clinical professor.

Sections 10 and 12 herein do not apply to clinical appointments.

(2) **Non-clinical appointments.** The following non-tenure track appointments are reserved for appointees with less than half-time appointments (less than 0.5 FTE), i.e., less than half-time commitment to, and less than half-time compensation from, TTUHSC:

- (a) lecturer;
- (b) instructor;
- ~~(b)~~(c) assistant professor of practice;
- ~~(c)~~(d) assistant professor;
- ~~(d)~~(e) associate professor of practice;
- ~~(e)~~(f) associate professor; or
- (g) professor of practice; or
- ~~(f)~~(h) professor.

Sections 10 and 12 herein do not apply to non-clinical appointments.

(3) **Adjunct appointments.** The term "adjunct" may be used in conjunction with any appropriate non-tenure track titles including joint appointments to indicate that appointees are regularly engaged as employees of another institution or agency. The following "adjunct" series also may be used for TTUHSC faculty who may be engaged in part-time or full-time teaching and/or patient care activities in a duly authorized TTUHSC program and whose compensation is not derived from

TTUHSC state-appropriated faculty budgets:

- (a) adjunct instructor;
- (b) adjunct assistant professor;
- (c) adjunct associate professor; or
- (d) adjunct professor.

Sections 10 and 12 herein do not apply to adjunct appointments.

- (4) **Visiting appointments.** The following non-tenure track appointments are reserved for distinguished individuals who meet the criteria for appointment in senior academic ranks. Visiting appointments may be part- or full-time, but are not continuing unless approved by the dean:

- (a) visiting associate professor, or
- (b) visiting professor.

Sections 10 and 12 herein do not apply to visiting appointments.

- c. **Non-reappointment in non-tenure series of appointments.** Faculty appointments in the non-tenure track series shall be reviewed annually by the respective department chairs and deans. Although a reason for the decision not to reappoint is not required, a decision not to reappoint cannot be based on considerations violative of academic freedom or other legally impermissible reasons. TTUHSC will be compliant in following its established standards or prescribed procedures. A written notice of non-reappointment will be issued by the dean to faculty no less than four months prior to August 31 of each year.

Notice of non-reappointment to clinical, non-clinical, adjunct, and visiting faculty may be issued at any time.

- d. **Notice of non-reappointment following five years of service.** After a period of five years of service in the full-time non-tenure track at the assistant professor, associate professor, or professor level, a written notice of reappointment or non-reappointment will be issued by the dean no less than 12 months prior to the date of separation.

Notice of non-reappointment to clinical, non-clinical, adjunct, and visiting faculty may be issued at any time.

- e. **Transition within non-tenure track appointments.**

- (1) Non-tenured faculty members are subject to adjustments to salary, administrative positions, employment duties, and campus location.
- (2) After a period of five years of service in the non-tenure track at the assistant professor level or three years at the associate professor or professor level, extended appointments not to exceed five years may be offered upon recommendation by department chair and approval of the dean.
- (3) The transition from the non-tenure track series to the tenure track series, or vice versa, may be permitted following review and by mutual agreement of the faculty members, the respective department chairs and deans. Absent extraordinary circumstances which are approved by deans, only one transfer between tracks will be permitted.
- (4) Non-tenure track faculty may be eligible for promotion in accordance with requirements and procedures provided for in the respective schools' tenure and

promotion guidelines.

f. **Conditions of non-reappointment and dismissal.**

- (1) Faculty members are entitled to review their personnel files and to obtain a copy of the information contained therein at their expense. The non-reappointment appeal process for an alleged violation of academic freedom, other legally impermissible reasons, or TTUHSC's non-compliance in following its established standards or prescribed procedures is set out in Section 10.b of this policy.
- (2) Faculty members holding non-tenure appointments may be dismissed for cause as set out in Sections 11 and 12 of this policy.

6. **Tenure and Tenure Track Appointments.**

- a. **Time served.** Time served on the tenure track in the assistant professor, associate professor and professor ranks shall count as probationary time toward the award of tenure. (See Section 7 of this policy.) Tenure may be awarded only at the associate professor and professor ranks.
- b. **Tenure track appointments.** The following tenure track appointments are for full-time faculty members.
 - (1) assistant professor;
 - (2) associate professor; or
 - (3) professor.
- c. **Tenured appointment.** A tenured appointment assures the right of faculty members to a continuing academic position of employment. Tenured faculty members are subject to adjustments to salary, administrative positions, employment duties, and campus location.
- d. **Academic appointment.** Tenure applies only to full-time faculty members including those faculty members with nine month appointments. Although tenure does not apply to administrative positions, faculty members holding administrative positions may be tenured in their respective academic units.
- e. **Leave of absence.** Tenure applies to continuous full-time appointment in the academic units which have the authority to initiate tenure recommendations. The following rules govern the effect of a leave of absence upon the maximum probationary period:
 - (1) Leave for four months or less during an academic year shall be included in the maximum probationary period.
 - (2) Continuous leave for more than four months shall cause that entire academic year to be excluded from the maximum probationary period unless faculty members are on faculty development leave, or the equivalent of an approved fellowship, performing scholarly activities.
- f. **Joint appointment.**
 - (1) Faculty members whose efforts constitute a 50/50 percent joint appointment in two TTUHSC academic units may be awarded tenure in the joint position. If one of the units refuses to recommend tenure upon expiration of the probationary period and issues timely written notice, tenure shall not be awarded, unless faculty members are given full-time employment in the academic unit that elects to recommend tenure.
 - (2) Faculty members whose efforts do not constitute a 50/50 percent appointment in two TTUHSC academic units may be awarded tenure only in the unit where an appointment greater than 50 percent is held. That unit then must be prepared to absorb the remainder of the faculty member's appointment if the faculty member

relinquishes, or is asked to relinquish, the part of the appointment that is less than 50 percent.

- g. **Restructuring of Academic Units.** If a department or other academic unit is merged or otherwise reorganized, tenured faculty members in the affected academic unit shall not lose their tenure appointment solely because of such reorganization.

7. Probationary period.

- a. **Probationary appointment.** Probationary appointees serve in a faculty status leading to the possible award of tenure. Probationary appointees are reappointed after appropriate review each academic year unless otherwise given written notice. (See Section 10.a of this policy.) Such appointees are subject to adjustments to salary, administrative positions employment duties, and campus location.
- b. **Maximum probationary period.** The maximum probationary period for tenure consideration is the same for all tenure-eligible ranks. Before the end of the seven-year probationary period, non-tenured assistant professors, associate professors, or professors must be notified in writing either that tenure has been awarded or that the appointment will not be renewed at the end of the eighth year.
- c. **Early tenure.** Requests for early tenure consideration may be appropriate if faculty members' accomplishments are exceptional. Each school will establish criteria for awarding tenure before the end of the maximum probationary period.
- d. **Previous service.** Previous full-time service at the rank of assistant professor, associate professor, or professor, or comparable status in institutions of higher learning, may be applied toward the award of tenure. The dean's letter of appointment shall state whether, and to what extent, time served at another institution will be applied to the probationary period.
- e. **Tenure with appointment.** The president, at the request of a dean, may recommend that the board award appointment with tenure to accommodate the recruitment of senior faculty who have been granted tenure by universities or institutions of higher learning that are at levels comparable to TTUHSC, or whose qualification merit tenure with appointment. The qualifications of candidates for appointment with tenure will be reviewed in accordance with school tenure and promotion policies, standards and guidelines, as well as Section 9 of this policy.
- f. **Extenuating circumstances.** Occasionally, faculty members may experience extenuating circumstances during their appointment resulting in the need to interrupt the probationary period. Consequently, the years considered as part of the probationary period may not be consecutive. Staying the probationary period will not jeopardize or adversely affect faculty members in the tenure review. Guidelines for requests to stay the probationary period are provided in Section 8 of this policy.
- g. **Computing date of service.** In computing probationary periods for tenure, the effective date of each appointment shall be September 1 of the calendar year in which the appointment is made. A common tenure anniversary date of August 31 for all tenure-eligible academic appointments shall apply. (See Section 6.f of this policy, for computing periods of leave without pay.)

8. Extension of tenure track probationary period.

- a. **Adjustment of probationary period.** Faculty members may request an extension of their maximum probationary period in order to accommodate those faculty faced with extenuating circumstances. This period of time is not a leave of absence, but rather is a defined period during which expectations for faculty performance are adjusted to reflect faculty members' past or current circumstances. The expectations and responsibilities during this period will be defined in writing by the respective department chairs and approved by deans.

- b. **Extension of probationary period.** The maximum extension that may be granted to faculty members is three years, regardless of the combination of circumstances. Faculty members who are granted an extension of the probationary period will be evaluated on the same basis and by the same standards as though there had been no extension.

- (1) **Parenting a new child.** Tenure-track faculty members who become the parent of children by birth or adoption during the probationary period for tenure may request a one-year extension of their maximum probationary period to provide time to adjust to the demands of parenting newborn or adopted children. An application for a second consecutive extension may be submitted, but must be approved by the dean, prior to completion of the first extension.

Requests for extension of the probationary period must be submitted as soon as possible after the birth or adoption. If both parents are employed in an eligible position at TTUHSC, each of them may request an extension of the probationary period for each birth or adoption that adds a child or children to their family.

- (2) **Other extenuating circumstances.** When faced with extenuating circumstances, tenure-track faculty members may request an extension of up to three years of the maximum probationary period for reasons beyond the faculty members' control that deprive them of reasonable opportunity to demonstrate their ability and potential as faculty members. Examples of extenuating circumstances include, but are not limited to, care for seriously ill children or family members, physical disaster affecting research materials, and exceptional institutional responsibilities.

- (3) **Procedure for requesting an extension.** Individual schools will develop criteria for consideration of requests for extension of the maximum probationary period. School procedural guidelines will require, at a minimum, that such requests be submitted in writing through the department chair to the dean for approval.

9. **Tenure and promotion decision process.**

- a. **Criteria and standards.** The criteria and areas of performance to be considered in the tenure and promotion decision processes may consist of teaching, scholarship, clinical service, and academically-related or other public service. Individual schools will develop standards of excellence in each of these areas. These standards should also describe the relative importance of each performance category, along with the related criteria for award of tenure or receipt of promotion.

- b. **Guidelines.** Individual schools will develop and publish written policies that translate tenure and promotion standards into guidelines that are appropriate to their disciplines. It shall be the responsibility of the deans to assure appropriate faculty participation in the development of these standards and guidelines, to approve school tenure and promotion policies, and to monitor their application. Deans shall review these guidelines periodically and consider appropriate recommendations from the faculty, according to the bylaws of each school.

- c. **Information regarding criteria, standards, and guidelines.** It is the responsibility of the respective department chairs and deans, to ensure that all faculty members are provided the written tenure and promotion criteria, standards, and guidelines of the school and the department in which appointment has been made.

- d. **Procedure for review of qualifications for tenure and promotion.** Primary responsibility for evaluation of the academic qualifications of candidates for tenure and /or promotion rests with the faculty.

- (1) Where applicable, six sequential steps in the tenure and/or promotion review process are as follows:

- (a) peer review by tenured faculty members in the department for consideration of tenure;
 - (b) peer review by faculty members of higher academic rank in the department for consideration of promotion;
 - (c) review by the department chair;
 - (d) review by the school's committee charged with tenure and promotion;
 - (e) review by the dean;
 - (f) review by the provost; and
 - (g) review by the president.
- (2) In conducting reviews at the department level, all tenured faculty shall have an opportunity to vote on a tenure recommendation. Likewise, in conducting reviews at the department level, all faculty of higher academic rank shall have an opportunity to vote on a promotion recommendation. However, no faculty member currently or previously related by blood or marriage may participate in the tenure and/or promotion evaluation process of any such relative. The department chair is responsible for making an independent tenure or promotion recommendation in writing to the dean. The summary of the vote by appropriate faculty of the department (or of any special review committee) is to be forwarded with the department chair's recommendation to the school tenure and promotion committee, along with appropriate documentation in the tenure or promotion dossier.
- (3) Each school within TTUHSC will have a committee responsible for tenure and promotion, the composition of which will be outlined in the school's respective bylaws. The school tenure and promotion committee will review recommendations for tenure and/or promotion in terms of department and school standards. Each school's tenure and promotion committee will forward its recommendations to the dean, who will be responsible for reviewing and recommending appropriate action on all tenure and/or promotion recommendations emanating from the school. These recommendations, with accompanying documentation in the tenure and/or promotion dossier, will be forwarded to the provost and president. The final recommendations on tenure and/or promotion will be made by the president and forwarded to the board.

Faculty members may be awarded tenure and/or promotion only by formal action of the board.

10. Non-reappointment of faculty.

- a. **Notice of non-reappointment of tenure track faculty.** Although a reason for the decision not to reappoint tenure-track probationary faculty is not required, a decision not to reappoint cannot be based on considerations violative of academic freedom or other legally impermissible reasons. TTUHSC will be compliant in following its established standards or prescribed procedures. Except under conditions relating to the dismissal of faculty noted in Section 11, deans shall give written notice of non-reappointment of non-tenured faculty members on tenure track probationary appointments in accordance with the following schedule. For computing the period of employment, the effective date of each appointment shall be September 1 of the calendar year in which the appointment is made.
- (1) at least four months before the end of two years of service;
 - (2) at least nine months for those with more than two years of service.

Notwithstanding the above provisions, notice of non-reappointment may be given at any time prior to the notice deadline.

- b. **Appeal of non-reappointment for non-tenured faculty (non-tenure track and tenure track).** TTUHSC is not required to give any non-tenured faculty members a reason for the decision to not reappoint. However, faculty members are entitled to review their personnel files and to obtain a copy of the information contained therein at their expense.

If non-tenured faculty members allege that the decision not to reappoint them is caused by considerations violative of academic freedom, legally impermissible reasons, or for significant noncompliance with TTUHSC's established standards or prescribed procedures, the allegation shall be given consideration in accordance with the following procedures:

- (1) Faculty members shall submit in writing, and with specificity, allegations of improper non-reappointment, as outlined above, and request a hearing within fifteen (15) TTUHSC business days of receipt of the notice of non-reappointment. Faculty members shall submit the allegations and request for hearing to the dean, the department chair, and the chair of the School Hearing Committee.
- (2) A hearing will be initiated by the School Hearing Committee as soon as possible after receipt of written, specific allegations. The hearing will be conducted in accordance with guidelines and procedures provided in Section 12.i-k of this policy. Under these procedural guidelines, the panel of the School Hearing Committee will select a chair and may request *pro bono* legal counsel or legal counsel from the Office of General Counsel. Legal counsel may advise the hearing panel but may not vote. The faculty member shall have the right to appear in person with legal counsel retained by the individual. Failure on the part of the faculty member to use an attorney or other representative at the hearing shall not preclude the hearing panel from using legal counsel or other assistance from the Office of General Counsel. An audio recording of the proceedings shall be made and delivered to the dean, and a copy of the audio recording will be made available to the faculty member. The record will be transcribed only on the request of either the faculty member or the dean and at the expense of the requesting party.
- (3) The faculty member shall have the burden of proving to the hearing panel facts that establish the non-reappointment was improper, as outlined above. The procedure shall be investigatory and non-adversarial in nature.
- (4) Within ten (10) TTUHSC business days of conclusion of the hearing, the chair of the hearing panel shall deliver the findings, recommendations, and minority opinions, if any, to the dean.
- (5) Upon receipt of the hearing panel's findings and recommendations, and within ten (10) TTUHSC business days thereof, the dean shall submit these documents, along with his or her findings and recommendations, to the provost and president and to the faculty member.
- (6) The president shall review the findings and recommendations and within ten (10) TTUHSC business days of receipt of the dean's recommendation make a decision. The president's decision will be stated in writing and communicated to the dean and the faculty member. The decision of the president shall be final.

11. Grounds for dismissal of tenured and non-tenured faculty.

- a. **Dismissal.** Dismissal of all faculty members before the expiration of the stated period of their appointment, except by resignation or retirement, will be for cause only.

- b. **Cause for dismissal.** Examples of cause for dismissal of appointment of faculty members include, but shall not be limited to, the following:
- (1) professional incompetence;
 - (2) neglect of professional responsibilities;
 - (3) moral turpitude adversely affecting the performance of duties or the meeting of responsibilities to the school, or to students or associates;
 - (4) mental or physical disability of a continuing nature adversely affecting the performance of duties or the meeting of responsibilities to the school, or to students or associates that cannot be reasonably accommodated;
 - (5) unprofessional conduct adversely affecting the performance of duties or the meeting of responsibilities to the school, or to students or associates.
 - (6) failure to pass comprehensive performance evaluation (See HSC OP 60.03 Comprehensive Performance Evaluation of Tenured Faculty).

12. **Procedures in dismissal cases.** Due process as set forth in this policy statement embodies a course of proceedings in line with rules and principles generally recognized in the academic community. Among these is the right of a tenured faculty member and a non-tenured faculty member during the term of his or her appointment, to request and be granted a hearing before a panel of the School Hearing Committee when notice of cause and request for dismissal has been received by the faculty member and the dean.

In each case, the procedure for dismissal will be determined by an equitable procedure, affording protection to the rights of the individual and to the interests of TTUHSC.

- a. **Written notice.** A faculty member shall not be dismissed until he or she has received written notice of the cause for dismissal and, except as specified below, only after a reasonable opportunity for a hearing, which shall meet the established procedures of due process as set forth herein and in which the school shall bear the burden of showing cause for dismissal.
- b. **Salary and duties.** The faculty member will receive his or her salary until conclusion of the dismissal procedures and may continue the performance of his or her duties for that period unless the individual's welfare or that of the school, in the opinion of the dean, requires that a leave of absence be issued. A faculty member's salary, benefits, and duties may be discontinued, on written recommendation of the dean and approval by the president, in cases of job abandonment, loss of professional license/certification to practice, loss of clinical credentials, or similar instances where the faculty member, either by choice or as the result of official actions, becomes prohibited from fulfilling the conditions of his or her employment.
- c. **Resignation.** In cases where the respondent faculty member admits his or her conduct constitutes cause, or does not choose to have a hearing, he or she may resign.
- d. **Lapse of deadline.** Failure to appeal the dismissal, or to submit one's resignation, within fifteen (15) TTUHSC business days of receipt of written notice as set forth above, will relieve TTUHSC of any further obligation to pay a faculty member's salary and benefits, effective immediately, and completes the dismissal process. The dean shall notify the faculty member in writing of this action.
- e. **School Hearing Committee and Hearing Panel.** The School Hearing Committee shall be charged with initiating a hearing in cases of dismissal of tenured faculty or non-tenured faculty during their term of appointment. The composition and method of selecting a School Hearing Committee panel will be set forth in the faculty bylaws of each school.
- f. **Mediation.** Before the filing of formal dismissal charges by the dean, a reasonable effort

shall be made to mediate and conciliate differences, where appropriate. Upon written notification by the dean of a request for dismissal, and within fifteen (15) TTUHSC business days, the chair of the School Hearing Committee shall appoint a mediation team comprised of two faculty members, neither of whom serves in the same department as the faculty member recommended for dismissal, who are not on the School Hearing Committee, and who are acceptable to both parties. If no mediators are found acceptable within fifteen (15) TTUHSC business days, mediation will be deemed not feasible, and the matter will be referred back to the dean. In this case, the dean will determine whether formal charges should issue to dismiss the faculty member for cause.

If a mediation team is acceptable, it shall attempt to reach a mutually acceptable resolution between the dean and faculty member in a thorough, confidential, equitable, and expeditious manner. The mediation team shall report the outcome of the mediation to the president within fifteen (15) TTUHSC business days of the first day of the mediation. If conciliation is not achieved, the dean shall determine whether formal charges should issue to dismiss the faculty member for cause.

- g. **Formal dismissal charges.** In all cases where formal dismissal charges issue, the faculty member will be informed in writing of the charges. The charges will be considered by the panel of the School Hearing Committee unless the faculty member resigns, as set out in Section 12.c. of this policy, or the faculty member fails to cooperate in advancing the appeal, per Section 12.d. of this policy.
- h. **Right to hearing.** Upon receipt of formal dismissal charges, the faculty member shall also be notified in writing of his or her right to a hearing and shall be given fifteen (15) TTUHSC business days from the date of receipt of such notice to submit to the dean and the chair of the School Hearing Committee a request for a hearing before the panel of the School Hearing Committee. Upon receipt of the request, the chair of the School Hearing Committee, will take the necessary measures to address the formal charges as soon as possible.
- i. **Hearing panel.** The panel of the School Hearing Committee will select a chair and may, if it chooses, request *pro bono* legal counsel from the Office of General Counsel. Legal counsel will advise the School Hearing Committee, but may not vote. If the panel of the School Hearing Committee retains *pro bono* legal counsel from outside the Office of the General Counsel, it may consult with the Office of General Counsel regarding technical questions not directly bearing on the merits of the case.
- j. **Representatives at hearing.** In a dismissal hearing, the faculty member shall have the right to appear in person with legal counsel retained by the individual, or representative of his or her choice, and to confront and cross-examine witnesses. The faculty member shall have the right to testify, but may not be required to do so, and may introduce in his or her behalf all evidence, written or oral, which he or she considers to be relevant or material to the case. TTUHSC shall also have the right to legal counsel from the Office of General Counsel in the preparation and presentation of charges and have the same rights in the hearing as those accorded the faculty member. Failure on the part of the faculty member to utilize an attorney or other representative at the hearing shall not preclude the panel of the School Hearing Committee from utilizing *pro bono* legal counsel or other assistance from the Office of General Counsel.
- k. **Procedural aspects.** The parties shall make any objections, substantive or procedural, deemed relevant during the course of the hearing, although neither the Texas Rules of Civil Procedure nor the Texas Rules of Evidence shall apply to the hearing.
- l. **Recording.** An audio recording of the proceedings shall be made and delivered by the dean to the president of TTUHSC, and a copy of the audio recording shall be made available to the faculty member. The record will be transcribed only on the request of either the faculty member or the president at the expense of the requesting party.
- m. **Findings of hearing panel.** The nature of the hearing or review of the formal dismissal

charges shall be investigatory and non-adversarial. The panel of the School Hearing Committee, by majority of its membership, shall make written findings on the material facts on each charge and make specific recommendations with regard to each of the charges, as well as general recommendations concerning dismissal. The panel of the School Hearing Committee, by majority of its membership, may make any supplementary suggestions it deems proper concerning disposition of the case. If minority findings, recommendations, or suggestions are made, they shall be similarly treated.

- n. **Dean's review.** The chair of the panel of the School Hearing Committee shall deliver the written findings, recommendations, and suggestions to the dean within seven (7) TTUHSC business days of the hearing. The dean shall review the committee's findings and recommendations and, within seven (7) TTUHSC business days, shall transmit them along with his or her own recommendations to the provost and president.
 - o. **President's review in dismissal of non-tenured faculty.** In the case of dismissal of a non-tenured faculty member, the president shall review the School Hearing Committee's findings and recommendations and the dean's recommendations and make a decision. The president's decision will be stated in writing and communicated to the faculty member and the dean within ten (10) TTUHSC business days of receipt of the recommendations of the School Hearing Committee and the dean. The decision of the president shall be final.
 - p. **President's review in dismissal of tenured faculty.** In the case of a dismissal of a tenured faculty member, the president shall transmit the findings and recommendations of the panel of the School Hearing Committee and the dean's recommendations, along with his or her recommendations, to the faculty member, dean and to the board for its consideration. The board, by a majority of its total membership, shall take final action. The decision of the board will be stated in writing and communicated to the president, who will communicate it to the dean. The president shall also notify the faculty member in writing of the board's decision. The decision of the board shall be final. Once the board acts to dismiss, salary and benefits shall cease, unless such has been discontinued previously for any reason referenced hereinabove.
 - q. **President's right to extend time periods or intervene.** The president shall have the prerogative of extending any of the time periods specified above if, in his or her opinion, it is in the best interest of TTUHSC or the faculty member. The president shall have the right to intervene when, in his or her judgment, the proceedings are not progressing in a timely manner.
 - r. **Suspension of faculty.** The procedures for dismissal described in the foregoing paragraphs of this section do not negate the right of the president to suspend the faculty member from all or some duties when the president reasonably believes it to be in the best interest of the institution. The suspension with pay shall be without appeal and shall continue until such time as the suspended faculty member has been accorded the procedural rights described in this section.
13. **Financial exigency, phasing out, or reorganization of programs.**
- a. **Financial exigency:** The board has sole authority to declare financial exigency. When faculty dismissals are contemplated on grounds of financial exigency, there should be timely notice as reasonably early as possible. In cases of financial exigency, the faculty members involved shall be given opportunities for appointment in related areas of the school or TTUHSC, provided they are qualified professionally to serve in such areas, and provided such positions are available.
 - b. **Phasing out, or reorganization of programs:** When faculty dismissals are contemplated on grounds of program termination or reduction, or reorganization of academic units, there should be timely notice as reasonably early as possible, with affected faculty having an opportunity to address the matter with the dean. Recommendations from the faculty will be sought by the dean regarding alternatives available to the school to ensure

continuation of a strong academic program and to minimize the losses sustained by affected students and faculty members. In cases of the phasing out of programs requiring reduction in the number of faculty, the faculty members involved shall be given opportunities for appointment in related areas of the school or TTUHSC, provided they are qualified professionally to serve in such areas, and provided such positions are available.

14. Implementation.

- a. This policy, as amended, applies to all faculty members and is to be implemented immediately upon approval by the board. Faculty members in tenure track probationary status at the time of an amendment will have the option of electing the tenure and promotion decision process of either the tenure policy that was in effect when they were appointed or that was in effect at the time of application for tenure. All faculty members are subject to all other provisions and procedures of this tenure policy, as amended, upon its approval by the board. Faculty members who have been awarded tenure at TTUHSC shall continue under this policy, as amended. This policy shall not be applied in derogation of any faculty members' contract rights. It is not the intent of this policy to operate in derogation of any substantive benefit earned by tenured faculty members under a previous TTUHSC tenure policy.

[illegible]

October 15, 2021

[illegible]

Texas Tech University
Campus Condition Report - FY2021
October 15, 2021

Summary by Period and Category						
Period	Critical	Deferred	Planned	Adaptation	Total	
Budgeted - Current Year	\$ -	\$ 11,734,450	\$ 16,409,635	\$ 65,485,337	\$ 93,629,422	
Previous Expenditures	\$ -	\$ 2,046,503	\$ 5,390,763	\$ 42,348,405	\$ 49,785,671	
Projected - Years 2 Through 5	\$ -	\$ 1,080,000	\$ 18,725,000	\$ -	\$ 19,805,000	
Unbudgeted - Current Year	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ 14,860,953	\$ 40,525,398	\$ 107,833,742	\$ 163,220,093	
Summary by Type and Category						
Maintenance Type	Critical	Deferred	Planned	Adaptation	Total	
Architectural	\$ -	\$ 5,517,793	\$ 9,518,279	\$ 88,802,127	\$ 103,838,199	
HVAC	\$ -	\$ 6,473,840	\$ 18,153,580	\$ 8,727,652	\$ 33,355,072	
Plumbing and Electrical	\$ -	\$ 2,284,392	\$ 5,883,618	\$ 4,296,708	\$ 12,464,718	
Safety	\$ -	\$ -	\$ 2,834,114	\$ 3,170,456	\$ 6,004,570	
Legal and Mandatory	\$ -	\$ 320,000	\$ 1,747,755	\$ 1,538,577	\$ 3,606,332	
Other	\$ -	\$ 264,928	\$ 2,388,052	\$ 1,298,222	\$ 3,951,202	
Total	\$ -	\$ 14,860,953	\$ 40,525,398	\$ 107,833,742	\$ 163,220,093	
Top Five Priority Projects						
Priority	Project Name	Period	Category	Type	Amount	
1	Museum - Replace 2 Cooling Towers	Budgeted - Current Year	Deferred Maintenance	HVAC	\$ 600,000	
2	Museum - Replace AHU6 & AHU7 and Controls	Budgeted - Current Year	Deferred Maintenance	HVAC	\$ 350,000	
3	Museum - Replace One Chiller	Budgeted - Current Year	Deferred Maintenance	HVAC	\$ 6,000,000	
4	Exterior Utilities - Indiana Lift Station Pump Replacement	Budgeted - Current Year	Deferred Maintenance	Plumbing and Electrical	\$ 300,000	
5	Agricultural Sciences - Basement ADA Access (Elevator)	Budgeted - Current Year	Planned Maintenance	Legal and Mandatory	\$ 425,000	

E&G Deferred Maintenance	\$ 8,203,347
Non-E&G Deferred Maintenance	\$ 4,611,103
Total Deferred Maintenance	\$ 12,814,450

THECB - Fall 2020 Building Replacement Estimate Report	
Educational and General Campus Condition Index Value (EGCCIV)	\$ 2,213,220,780
Institution-Wide Campus Condition Index Value (IWCCIV)	\$ 5,716,495,052
	DM Index Value
	0.3707%
	0.2242%

Texas Tech University Health Sciences Center
Campus Condition Report - FY 2021

October 7, 2021

Summary by Period and Category						
Period	Critical	Deferred	Planned	Adaptation	Total	
Budgeted - Current Year	\$	- \$	1,417,000 \$	7,943,352 \$	3,323,281 \$	12,683,633
Expenditures - Previous Year	\$	- \$	1,592,621 \$	5,579,804 \$	208,237 \$	7,380,662
Projected - Years 2 through 5	\$	- \$	- \$	24,769,384 \$	19,900,000 \$	44,669,384
Unbudgeted - Current Year	\$	- \$	- \$	- \$	- \$	-
Total	\$	- \$	3,009,621 \$	38,292,540 \$	23,431,518 \$	64,733,679
Summary by Type and Category						
Maintenance Category	Critical	Deferred	Planned	Adaptation	Total	
Architectural	\$	- \$	- \$	9,617,033 \$	22,748,993 \$	32,366,026
HVAC	\$	- \$	2,704,541 \$	15,387,724 \$	682,525 \$	18,774,790
Plumbing and Electrical	\$	- \$	250,000 \$	5,752,254 \$	- \$	6,002,254
Safety	\$	- \$	55,080 \$	4,631,295 \$	- \$	4,686,375
Legal and Mandatory	\$	- \$	- \$	952,403 \$	- \$	952,403
Other	\$	- \$	- \$	1,951,830 \$	- \$	1,951,830
Total	\$	- \$	3,009,621 \$	38,292,540 \$	23,431,518 \$	64,733,679
Top Five Priority Projects						
Priority	Project Name	Period	Category	Type	Amount	
1	Amarillo SOM - Fill in of shell space on B700	Budgeted - Current Year	Planned Maintenance	Architectural	\$	800,000
2	Amarillo SOM - Replace Chillers	Budgeted - Current Year	Planned Maintenance	HVAC	\$	750,000
3	Amarillo SOP - Upgrade 336 classroom	Budgeted - Current Year	Planned Maintenance	Architectural	\$	710,000
4	Amarillo SOM - Controls upgrade	Budgeted - Current Year	Planned Maintenance	HVAC	\$	559,000
5	Lubbock Main Elevator 4,5,6 upgrade	Budgeted - Current Year	Planned Maintenance	Safety	\$	540,000

E&G Deferred Maintenance	\$ 761,205
Non-E&G Deferred Maintenance	\$ 655,795
Total Deferred Maintenance	\$ 1,417,000

THECB - Fall 2020 Building Replacement Estimate Report		DM Index Value	
Educational and General Campus Condition Index Value (EGCCIV)	\$ 1,067,826,359	0.0713%	
Institution-Wide Campus Condition Index Value (IWCCIV)	\$ 1,510,965,812	0.0938%	

Texas Tech University Health Sciences Center - El Paso
Campus Condition Report - FY 2021

October 5, 2021

Summary by Period and Category									
Period	Critical		Deferred		Planned		Adaptation		Total
Budgeted - Current Year	\$	-	\$	1,850,726	\$	628,488	\$	2,051,193	\$ 4,530,407
Expenditures - Previous Year	\$	-	\$	1,109,697	\$	740,887	\$	4,449,617	\$ 6,300,201
Projected - Years 2 through 5	\$	-	\$	2,548,000	\$	12,257,000	\$	22,931,205	\$ 37,736,205
Unbudgeted - Current Year	\$	-	\$	401,500	\$	2,519,000	\$	2,145,000	\$ 5,065,500
Total	\$	-	\$	5,909,923	\$	16,145,375	\$	31,577,015	\$ 53,632,313
Summary by Type and Category									
Maintenance Type	Critical		Deferred		Planned		Adaptation		Total
Architectural	\$	-	\$	1,404,370	\$	5,910,961	\$	17,300,653	\$ 24,615,985
HVAC	\$	-	\$	2,883,039	\$	1,452,018	\$	900,000	\$ 5,235,057
Plumbing and Electrical	\$	-	\$	665,214	\$	2,317,049	\$	548,818	\$ 3,531,081
Safety	\$	-	\$	429,627	\$	643,124	\$	70,672	\$ 1,143,423
Legal and Mandatory	\$	-	\$	232,218	\$	625,051	\$	12,511,027	\$ 13,368,296
Other	\$	-	\$	295,454	\$	5,197,171	\$	245,845	\$ 5,738,470
Total	\$0	\$	\$	5,909,923	\$	16,145,375	\$	31,577,015	\$ 53,632,313
Top Five Priority Projects									
Priority	Project Name			Period		Category		Type	Amount
1	MSBII Faculty Ring Buildout			Budgeted - Current Year		Planned Maintenance		Architectural	\$ 1,700,000
2	MEB Facilities Improvements			Budgeted - Current Year		Planned Maintenance		Architectural	\$ 750,000
3	TT Medical Center Faculty Neighborhood Phase 2			Budgeted - Current Year		Planned Maintenance		HVAC	\$ 500,000
4	MEB Controls Upgrades			Budgeted - Current Year		Planned Maintenance		Safety	\$ 150,000
5	Campus Re-keying Project			Budgeted - Current Year		Planned Maintenance		Safety	\$ 100,000
E&G Deferred Maintenance		\$ 1,788,521							
Non-E&G Deferred Maintenance		\$ 2,610,205							
Total Deferred Maintenance		\$ 4,398,726							
THECB - Fall 2020 Building Replacement Estimate Report									

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF WICHITA §

This Agreement ("Agreement") entered into by and between the County of Wichita, Texas ("County"), a political subdivision of the State of Texas, and Midwestern State University ("MSU" or "University"), a coeducational institution of higher education organized under the laws of the State of Texas and located in Wichita Falls, Wichita County, Texas and a component institution of the Texas Tech University System. County and MSU may be referred to herein individually each as a "Party" or together as the "Parties."

WHEREAS, the County and MSU desire to maximize the efficiency and effectiveness of police services; and

WHEREAS, this Interlocal Cooperation Agreement has been authorized by the governing bodies of the County and MSU; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code, Chapter 791) authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, each Party required to make any payments hereunder shall do so from current available revenue; and

WHEREAS, the Parties have previously entered into an Interlocal Cooperation Agreement that has been amended from time to time; and

WHEREAS, the Parties desire to enter into a new Interlocal Cooperation Agreement for police services;

WHEREAS, the MSU Police Department ("MSU PD") exercises primary jurisdiction within the territorial limits of the main university campus located within the incorporated limits of the City of Wichita Falls and within those areas owned by the Midwestern State University System which lie outside the territorial limits of the main university campus. The MSU PD shares concurrent jurisdiction within the territorial limits of Wichita County; and

WHEREAS, the Wichita County Sheriff's Office exercises primary jurisdiction within the unincorporated territorial limits of Wichita County and those areas owned by Wichita County within the incorporated limits of the City of Wichita Falls. The Wichita County Sheriff's Office shares concurrent jurisdiction within the territorial limits of the City of Wichita Falls and exercises secondary jurisdiction within the territorial limits of that city.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term: The term of this Agreement shall be for one (1) year beginning on the last date all parties have executed this Agreement ("Effective Date") and shall automatically renew annually on the

anniversary of the Effective Date for additional one (1) year terms unless either Party gives written notice of termination thirty (30) calendar days prior to the expiration of the then current term.

2. Jurisdictional Agreements: The County and MSU agree to exchange and provide certain governmental functions and services in the following manner:
 - A. In accordance with Section 51.203 (Campus Peace Officers) of the Texas Education Code, the primary jurisdiction of MSU campus peace officers includes Wichita County, Texas and within such jurisdiction such officers: (1) are vested with all the powers, privileges, and immunities of peace officers; (2) may, in accordance with Chapter 14, Texas Code of Criminal Procedure, arrest without a warrant any person who violates a law of the state; and (3) may enforce all traffic laws on streets and highways (which includes the property depicted in Exhibit "A" and those public streets within the city limits of the City of Wichita Falls which are contiguous to the MSU campus; specifically Taft Boulevard, Hampstead Lane and Midwestern Parkway).
 - B. MSU Police Department ("MSU PD") will exercise primary, non-exclusive jurisdiction over the property depicted in Exhibit "A" (MSU map) attached hereto.
 - C. MSU PDS exercise of jurisdiction over the property depicted in Exhibit "A" will consist of the provision of all police services, except as otherwise specified in this agreement, on property owned or under the control of MSU.
 - D. Subject to the Parties' discretion as to participation and determination of availability of personnel and resources, and upon the request of either Party, either Party may assign its law enforcement officer(s) and resources to perform law enforcement duties within the requesting Party's jurisdiction, provided the Chief Law Enforcement Officer of the requesting jurisdiction, or said officer's designee, has determined the assignment is necessary. The judgment of the said Officer or said officer's designee shall be final.
 - E. The Chief Law Enforcement Officer of either Party, or his designee, in his sole discretion, may at any time withdraw his Assignees and discontinue participation in any activity initiated pursuant to this Agreement.
 - F. An assignee shall be a peace officer with all the same powers he might have when within the territorial limits of the Party for which the assignee is regularly employed, and the assignee's qualifications for office where regularly employed shall constitute his qualifications for office within the jurisdiction of the requesting Party, and no other oath, bond or compensation need be made. Additionally such Assignee shall have the same investigative authority as if he were investigating criminal activity within the jurisdictional limits of the Party for which he is regularly employed.
 - G. Any assignee shall receive the same wage, salary, pension, and any and all other compensation and other rights for such service, including injury or death benefits, and workers compensation benefits, equipment, clothing, and vehicles, the same as though the service had been rendered within the jurisdictional limits of the Party where the assignee is regularly employed. Moreover, all wage and disability payments, including workers compensation benefits, pension payments, damage to equipment and clothing, medical expenses and expenses for travel, food and lodging shall be paid by the Party which

regularly employs said assignee in the same manner as though the service had been rendered within the jurisdictional limits of the Party where said assignee is regularly employed.

H. Service of Arrest and Search Warrants: MSU and Wichita County Sheriff's Office (WCSO) will generally attempt to comply with the following guidelines:

- a. When WCSO executes a warrant on any property owned or under control of the University, WCSO will contact the MSU PD and request a University Police Officer to accompany the deputies. Efforts will be taken to refrain from interrupting a class to effect an arrest or execute a search warrant.
- b. When MSU PD executes a warrant within the County of Wichita, but off MSU property, MSU PD will contact the WCSO and request a sheriff's deputy to accompany the officers.

3. Clery Act Compliance:

The Parties acknowledge that the University is required by federal law to comply with all aspects of the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. In order to facilitate the University's compliance with the Act, the Parties agree:

- A. That the University is required to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the University must request crime statistics from WCSO annually. WCSO agrees to cooperate with the University and undertake reasonable efforts to respond to the University's request for crime statistics.
- B. That the University is required to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The University is also required to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.
- C. If WCSO is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the University's students, faculty or staff, WCSO shall notify MSU PD so that MSU PD can determine whether an emergency notification or timely warning should be issued by the University.
- D. That the University is required to maintain a daily list of all criminal incidents and alleged criminal incidents that occur on and around campus. WCSO agrees to notify the MSU PD as soon as practical of any criminal incidents or alleged criminal incidents that are reported as having occurred on University property, or on public property immediately adjacent to University property.

4. Notice:

All notices required or permitted by this Agreement shall be in and be deemed received when deposited in the United States mail, postage prepaid, addressed to the following or such other person or address as the parties may designate in writing or by hand delivery or facsimile transmission to the address set forth below:

If intended for the County: The Honorable Woodrow W. "Woody" Gossom Jr. County
Judge Wichita County
900 7th street, Rm 260
Wichita Falls, Texas 76301

With copies to: Wichita County Criminal District Attorney's Office
900 7th street, Rm 351
Wichita Falls, Texas 76301

Wichita County Sheriff's Office
2815 Central E. Fwy.
Wichita Falls, Texas 76301

If intended for MSUPD: Chief of Police
Midwestern State University
3410 Taft Blvd.
Wichita Falls, TX 76308

With copy to: General Counsel
Midwestern State University
3410 Taft Blvd.
Wichita Falls, TX 76308

5. Amendment: This Agreement may be amended by the mutual agreement of the parties in writing and attached to and incorporated in this Agreement.
6. Law Governing: The parties hereby consent and agree that state courts located in Wichita County, Texas and the United States District Court for the Northern District of Texas (Wichita Falls Division) each shall have personal jurisdiction and proper venue with respect to any dispute between the parties arising in connection with this Agreement. In any such dispute, the parties shall not raise, and do hereby expressly waive, any objection or defense to such jurisdiction as an inconvenient forum. Nothing in the contract or its appendices shall be construed as waiving County's sovereign immunity.
7. Enforceability: In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had—never been contained in it.
8. Headings: Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.

9. No Third Party Beneficiaries: Nothing herein shall be construed to give any rights or benefits to anyone other than the County and MSU. Failure to comply with any of the provisions of this Agreement shall not invalidate any action taken pursuant to this Agreement or grant any rights to any person suspected or charged with a crime.
10. Entire Agreement: This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.
11. Authorization: By executing this Agreement, each Party represents that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.
12. Counterpart: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. Hold Harmless. To the extent permitted by the Constitution and the laws of the State of Texas and subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents or employees, or as the result of its performance under this Agreement. Each Party remains solely responsible for any legal defense and any civil liability due to the acts or omission of their employees. Notwithstanding any other terms in this Agreement nothing is construed as a waiver of any legal defense or remedy of any nature to any claim against a Party.
14. No Waiver of Immunities: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

IN WITNESS WHEREOF, the parties hereto, having represented and warranted their authority to enter into and execute this Agreement, have executed this Agreement effective as of the last date written below.

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COUNTY OF WICHITA, TEXAS

MIDWESTERN STATE UNIVERSITY,
A COMPONENT INSTITUTION OF THE
TEXAS TECH UNIVERSITY SYSTEM

Woodrow W. Gossom, Jr., County Judge

J. Michael Lewis, Chairman
Texas Tech University System Board of Regents

Date Signed: _____

Date Signed: _____

For County, Attest:

Lori Bohannon, County Clerk

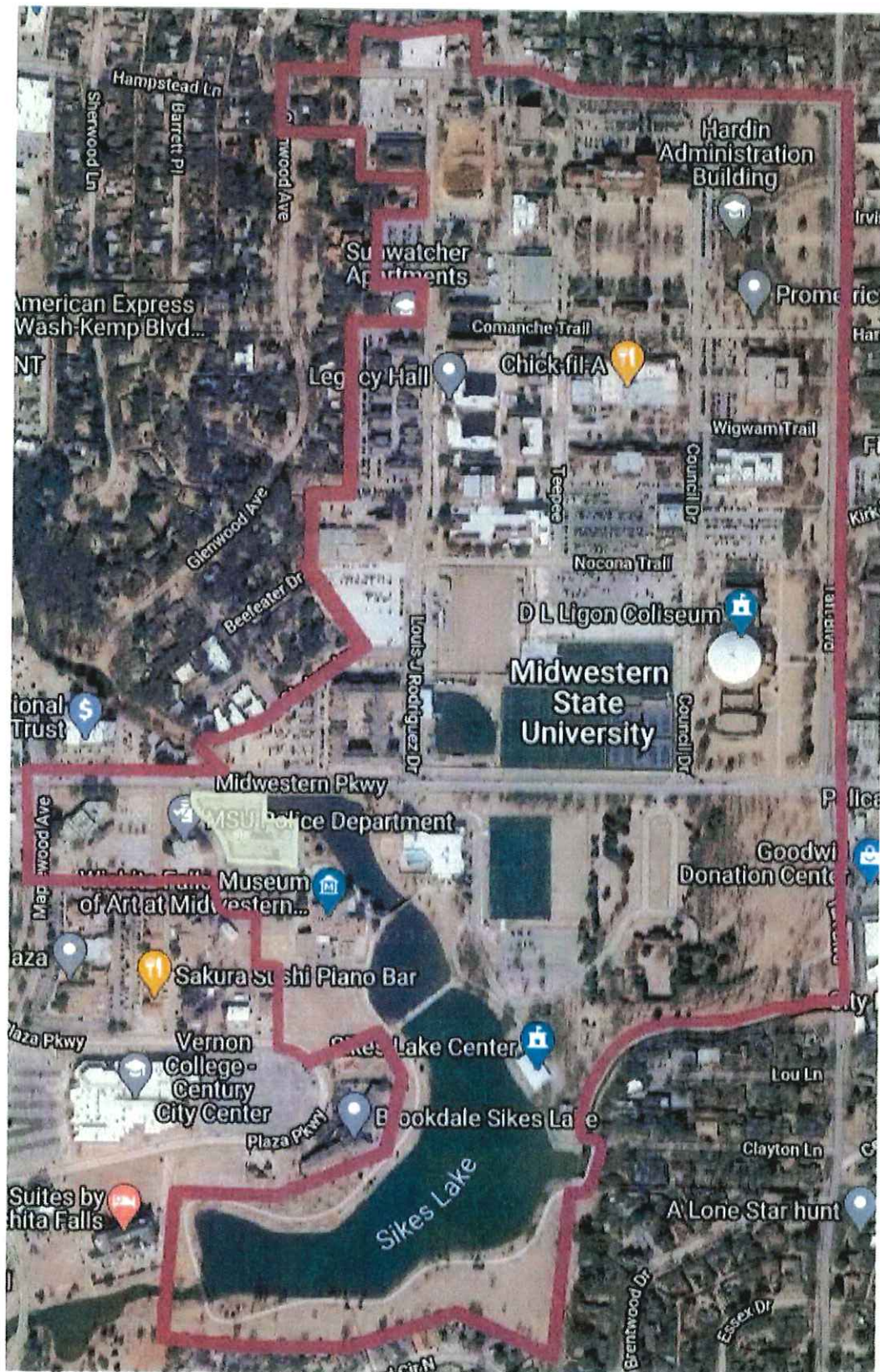
Date Signed: _____

For County, Approved as to Form* :

By: _____
Tracey L. Jennings, Civil Chief
Wichita County Criminal District
Attorney's Office

*By law, the Wichita County Criminal District Attorney's Office may only approve agreements for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Exhibit "A"



STATE OF TEXAS §
§
COUNTY OF WICHITA § INTERLOCAL COOPERATION AGREEMENT

This Agreement ("Agreement") entered into by and between the County of Wichita, Texas ("County"), a political subdivision of the State of Texas, and Midwestern State University ("MSU"), a coeducational institution of higher education organized under the laws of the State of Texas and located in Wichita Falls, Wichita County, Texas and a component institution of the Texas Tech University System. County and MSU may be referred to herein individually each as a "Party" or together as the "Parties."

WHEREAS, Midwestern State University and the County of Wichita are subject to danger and damage at any time from flooding, tornadoes, high winds, lightning, hazardous material incidents and other acts of nature or terrorism; and

WHEREAS, the Wichita County Emergency Management Office's mission is to reduce the loss of life and property and protect its citizens from all types of hazards through a comprehensive, risk-based, all-hazards emergency management program of mitigation, preparedness, response and recovery; and

WHEREAS, the mission of Midwestern State University emergency management is to administer a campus-based comprehensive emergency management program in partnership with Midwestern State University Academic departments operating units, staff, administration and its neighboring jurisdictions to safeguard lives and property; and

WHEREAS, in light of their respective common goals to reduce the loss of life and property from natural or man-made emergencies or disasters, Midwestern State University and Wichita County recognize the need to maintain a strong collaboration at a level that ensures efficient use of all available resources, consistent with the principles of each entity; and

WHEREAS, Midwestern State University and Wichita County propose this Emergency Management Interlocal Cooperation Agreement to establish a formal working mutual-aid relationship between the County and Midwestern State University in support of emergency management planning, response and recovery programs; and

WHEREAS, this Interlocal Cooperation Agreement has been authorized by the governing bodies of Wichita County and MSU; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code, Chapter 791) authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, Midwestern State University and Wichita County agree to encourage, coordinate, promote, and support an ongoing relationship between both entities and to hold periodic partnership meetings to focus on, but not limited to, identifying and assessing an all hazards approach and associated risks, particularly as they relate to Midwestern State University;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties agree as follows:

1. **Term:** The term of this Agreement shall be for one (1) year beginning on the last date all Parties have executed this Agreement ("Effective Date") and shall automatically renew annually on the anniversary of the Effective Date for additional one (1) year terms unless either Party gives written notice of termination thirty (30) calendar days prior to the expiration of the then current term.

2. **Services:**

- A. To encourage on-going liaison between entities, urging members of both organizations to develop increasingly effective communications and cooperation.
- B. To cooperate in areas of mutual interest relating to emergency management, including data/information sharing and training opportunities and exercises.
- C. Upon the request of either entity during an emergency or disaster, and contingent upon the other entity's ability to provide such resources, provide full utilization of available resources that are essential to the safety, care and welfare of those within the impacted jurisdiction.
- D. During an emergency or disaster, provide appropriate personnel and/or expertise to the requesting entity, as appropriate, and as resources allow, as determined by the Chief Executive of each entity, or his or her designee, and the respective emergency management coordinators. .
- E. Collaboration in times of disaster or emergency to meet the needs of the respective jurisdictions.
- F. MSU agrees to provide the use of a facility, or portion thereof, to Wichita County, for use as an incident command post, in the event of an incident near MSU.

3. **Notice:**

All notices required or permitted by this Agreement shall be in writing and be deemed received when deposited in the United States mail, postage prepaid, addressed to the following or such other person or address as the Parties may designate in writing or by hand- delivery or facsimile transmission to the address set forth below:

If intended for the County: The Honorable Woodrow W. "Woody" Gossom Jr.
County Judge Wichita County
900 7th Street, Rm 260, Wichita Falls, Texas 76301

with copies to: Wichita County Criminal District Attorney's Office
ATTN: CIVIL DIVISION
900 7th Street, Rm 351
Wichita Falls, Texas 76301

Wichita County Sheriff's Office
2815 Central E. Fwy.
Wichita Falls, Texas 76301

Wichita County Emergency Mgmt. Office
110 Jefferson St.
Wichita Falls, Texas 76306-7140

If intended for MSUPD: Chief of Police
Midwestern State University
3410 Taft Blvd.
Wichita Falls, TX 76308

With copy to: General Counsel
Midwestern State University
3410 Taft Blvd.
Wichita Falls, TX 76308

4. **Amendment:** This Agreement may be amended by the mutual agreement of the Parties in writing and attached to and incorporated in this Agreement.
5. **Laws Governing:** The parties hereby consent and agree that state courts located in Wichita County, Texas and the United States District Court for the Northern District of Texas (Wichita Falls Division) each shall have personal jurisdiction and proper venue with respect to any dispute between the parties arising in connection with this Agreement. In any such dispute, the parties shall not raise, and do hereby expressly waive, any objection or defense to such jurisdiction as an inconvenient forum. Nothing in the contract or its appendices shall be construed as waiving County's sovereign immunity.
6. **Enforceability:** In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
7. **Headings:** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.
8. **No Third Party Beneficiaries:** Nothing herein shall be construed to give any rights or benefits to anyone other than the County and MSU. Failure to comply with any of the provisions of this Agreement shall not invalidate any action taken pursuant to this Agreement or grant any rights to any person suspected or charged with a crime
9. **Entire Agreement:** This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.
10. **Authorization:** By executing this Agreement, each Party represents that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.
11. **Counterpart:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **No Waiver of Immunities:** Nothing in this Agreement shall be deemed to waive, modify or amend

any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

13. **Hold Harmless.** To the extent permitted by the Constitution and the laws of the State of Texas and subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents or employees, or as the result of its performance under this Agreement. Each Party remains solely responsible for any legal defense and any civil liability due to the acts or omission of their employees. Notwithstanding any other terms in this Agreement nothing is construed as a waiver of any legal defense or remedy of any nature to any claim against a Party.

IN WITNESS WHEREOF, the parties hereto, having represented and warranted their authority to enter into and execute this Agreement, have executed this Agreement effective as of the last date written below.

COUNTY OF WICHITA, TEXAS

MIDWESTERN STATE UNIVERSITY,
A COMPONENT INSTITUTION OF THE
TEXAS TECH UNIVERSITY SYSTEM

Woodrow W. Gossom, Jr. County Judge

J. Michael Lewis, Chairman
Texas Tech University System Board of Regents

Date Signed: _____

Date Signed: _____

For County, Attest:

Lori Bohannon, County Clerk

Date Signed: _____

For County, Approved as to Form*:

By: _____
Tracey L. Jennings, Civil Chief
Wichita County Criminal District
Attorney's Office

*By law, the Wichita County Criminal District Attorney's Office may only approve agreements for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.