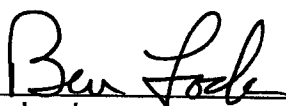


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I, Ben Lock, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of the Texas Tech University System Board of Regents meeting on March 5-6, 2009.


Ben Lock
Secretary

Seal



TEXAS TECH UNIVERSITY SYSTEM™

Facilities Committee


TTU Re-Approve Utility Infrastructure Project



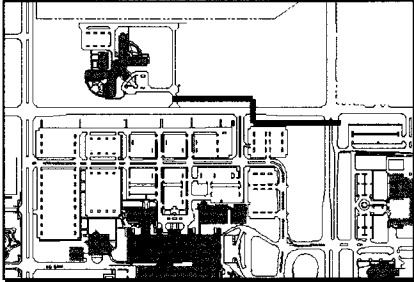
Original Scope of Work

- Replace Utility Tunnel from Administration Building to Holden Hall
- Upgrade Sewer System at 4th Street and Indiana Avenue
- Remove Failed Utility Tunnel Between Carpenter-Wells and Thompson Hall
- **Installation of Chilled Water Lines Along 15th Street to Support New Rawls CoBA Building.**

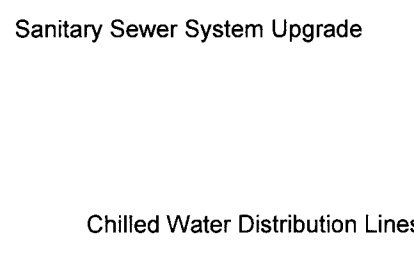




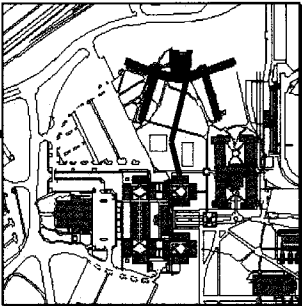
Project Locations



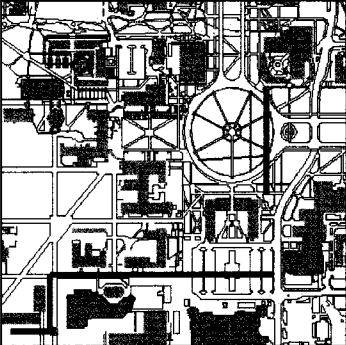
Sanitary Sewer System Upgrade




Chilled Water Distribution Lines




Demolition of Utility Tunnel




Utility Tunnel Replacement

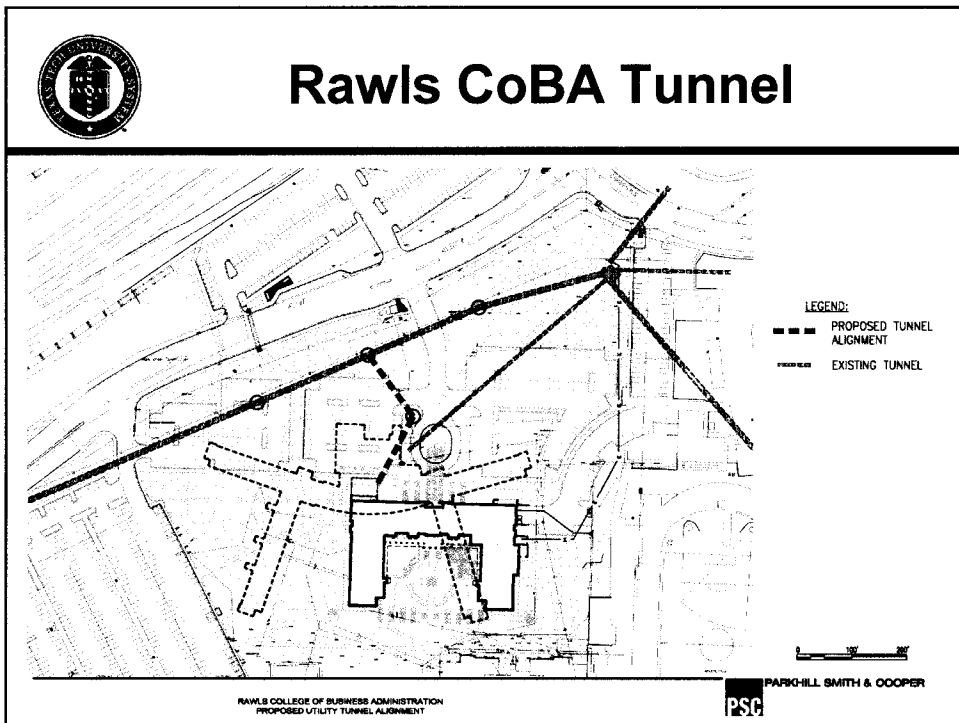
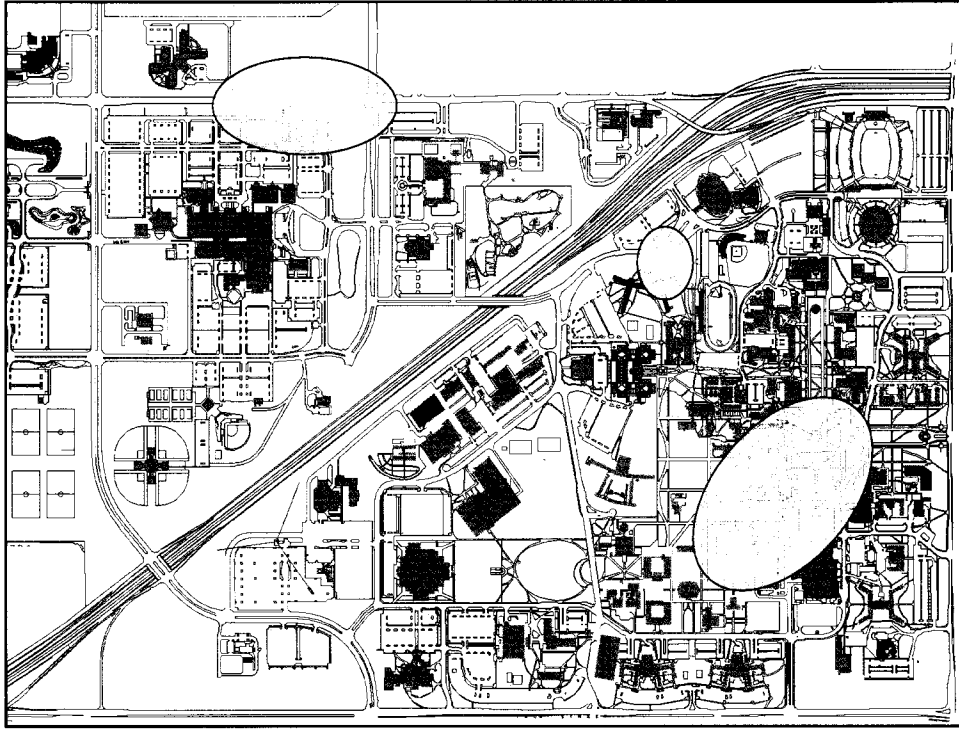




Revised Scope of Work

- Replace Utility Tunnel from Administration Building to Holden Hall
- Upgrade Sewer System at 4th Street and Indiana Avenue
- Remove Failed Utility Tunnel Between Carpenter-Wells and Thompson Hall
- **Replacement of the Utility Tunnel to the new Rawls College of Business Administration Building**







Budget

Project Budget	\$ 6,700,000
Construction	\$ 5,318,319
Professional Services	\$ 752,579
FF&E	\$ 0
Administrative Costs	\$ 35,622
BOR Directed Fees	\$ 429,416
Contingency	\$ 164,064

Funded Through the Revenue Finance System Repaid with Revenues
Generated Through the Sale of Manufactured Utilities to Campus
Utility Customers



Schedule

➤ Construction Documents	Mar 2009
➤ Construction Start	Apr 2009
➤ Construction Complete	Jun 2009





THECB Criteria

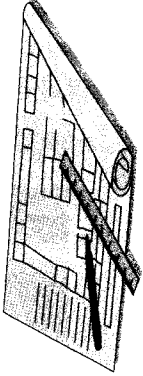
- | | |
|---------------------------------|---------------|
| ➤ TTU MP1 Report FY 2006 | 6 of 15 |
| ➤ Space Need | N/A |
| ➤ Cost | N/A |
| ➤ Efficiency | N/A |
|
 | |
| ➤ Deferred Maintenance | Meets |
| ➤ Critical Deferred Maintenance | Meets |
| ➤ Classroom Utilization* | Does Not Meet |
| ➤ Class Lab Utilization* | Meets |
| * <i>Guidelines</i> | |



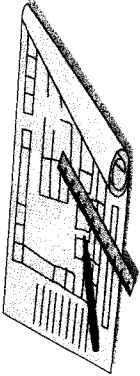
Recommendation

- Re-Approve the Campus Utility Infrastructure Upgrade Phase I Project with an increase in the Budget of \$1,700,000 to \$6,700,000. The Increase will be Funded through the Revenue Finance System Repaid with Revenues Generated Through Campus Utility Customers





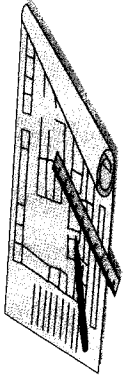
Project	Cost	Status	Completion Date
<u>TTU</u>			
Jones AT&T Stadium East Expansion	\$ 25,000,000	Under Construction	July 2010
Skyview's Relocation	\$ 1,500,000	Out for Bid	July 2010
Softball Team Facility	\$ 3,000,000	Under Construction	January 2010
Pulse Power Lab	\$ 1,500,000	Under Construction	August 2009
Memorial Circle Utility Tunnel Replacement	\$ 3,887,819	Under Construction	August 2009
Softball Field Improvements	\$ 1,000,000	Dugouts Complete / Batting Cage Under Construction	March 2009
Soccer Team Facility	\$ 4,080,000	Field Improve. Sub Complete / Team Facility Under Construction	September 2009
Track Renovation/Relocation	\$ 4,000,000	Track Sub. Complete / Striping Remains	January 2009
Art 3D Annex Ceramics/Klin Yard	\$ 1,556,937	Substantially Complete	October 2008
Student Leisure Pool	\$ 8,250,000	Under Construction	September 2009
Engineering Expansion/Renovation Phase I	\$ 10,000,000	Substantially Complete	January 2009
Horn/Knapp Window Replacement	\$ 2,500,000	Under Construction	November 2009
Thompson Gaston Demolition	\$ 2,200,000	Abatement & Demo Underway	March 2009
Marsha Sharp Freeway {TxDOT Project}	TBD	Under Construction	2010+
TOTAL	\$ 68,474,756		
<u>ASU</u>			
UC Dining Services Expansion	\$ 2,500,000	Substantially Complete	January 2009
Centennial Village Residence Hall	\$ 28,215,000	Open / Under Construction	August 2008/October 2008
TOTAL	\$ 30,715,000		
<u>HSC</u>			
Amarillo School of Pharmacy Expansion	\$ 8,010,000	Under Construction	September 2009
El Paso Vivarium Upgrade	\$ 737,479	Complete	December 2008
International Pain Center	\$ 7,000,000	Complete	November 2008
Amarillo Family Medicine Relocation	\$ 7,026,925	Under Construction	July 2009
Amarillo HSC - Coulter Research Building	\$ 18,152,430	Substantially Complete	January 2009
Total	\$ 40,926,834		
GRAND TOTAL	\$ 140,116,590		



Project	Cost	Status	Completion Date
TTU			
Rawls College of Business Administration	\$ 67,800,000	Design In Progress	June 2011
CoBA Building Renovations	\$ 25,000,000	Abatement & AV Survey Initiated	TBD
Architecture Building LifeSafety Upgrade	\$ 2,716,164	Programming Complete	TBD
Biology Building LifeSafety Upgrade	\$ 3,021,321	Programming Complete	TBD
Experimental Science Lab Build Out	\$ 6,000,000	Evaluating Alternatives	TBD
Admin Bldg Improvements	\$ 4,000,000	Design In Progress	TBD
System Offices Relocation	\$ 6,500,000	Design In Progress	TBD
Campus Chapel	\$ 3,000,000	Design Professional RFQ Posted	TBD
Jones AT&T Stadium North End Zone Expansion	\$ 6,500,000	Awaiting Funding	TBD
SPICE Chess Area	\$ 71,000	Contracted	TBD
Scholarship Walk	TBD	Contracted	TBD
TOTAL	\$ 124,608,485		

Project	Cost	Status	Completion Date
ASU			
University Hall/Abatement Demolition	\$ 2,500,000	Design In Progress	TBD
RecWellness/CHP Expansion	\$ 7,000,000	Design In Progress	TBD
Hardeman Hall Renovation	\$ 12,000,000	Design In Progress	TBD
Plaza Verde Residence Hall	\$ 37,500,000	Design In Progress	TBD
Library IT Commons Renovation	\$ 4,000,000	Design In Progress	TBD
TOTAL	\$ 63,000,000		

Project	Cost	Status	Completion Date
HSC			
Lubbock Simulation Center	\$ 7,236,000	Design Pro Preparing RFQ	TBD
Lubbock Cancer Research Labs	\$ 3,700,000	Design Pro Preparing RFQ	TBD
HSC Memorial Garden	\$ 181,000	Contracted	TBD
TOTAL	\$ 11,117,000		
GRAND TOTAL	\$ 198,725,485		



Project	Cost	Status	Completion Date
<u>TTU</u>			
Engineering Expansion/Renovation Phase II	\$ 60,000,000	Programming in Progress	TBD
Honors College	\$ 6,000,000	Proposed	TBD
The Rawls Course Clubhouse	\$ 2,500,000	Proposed	TBD
Dairy Barn Renovation	TBD	Proposed	TBD
Vietnam Center	\$ 35,000,000	Proposed	TBD
TOTAL	\$ 68,500,000		

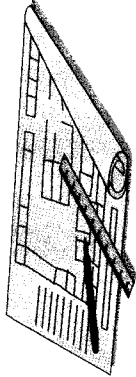
<u>ASU</u>			
College of Nursing and Allied Health	\$ 42,850,000	Proposed	TBD
Campus Safety and Modernization	\$ 22,278,000	Proposed	TBD
Campus Expansion/Community Development	\$ 23,707,000	Proposed	TBD
TOTAL	\$ 88,835,000		

<u>HSC</u>			
Lubbock Education and Research Expansion	\$ 30,000,000	Proposed	TBD
El Paso Clinical Sciences Building	\$ 29,000,000	Proposed	TBD
El Paso Medical Science Building II	\$ 95,000,000	Proposed	TBD
Amarillo Simulation Center	\$ 18,000,000	Proposed	TBD
Permian Basin Academic Building	\$ 14,000,000	Proposed	TBD
Laura W. Bush Institute Renovations	\$ 12,800,000	Proposed	TBD
TOTAL	\$ 198,800,000		
GRAND TOTAL	\$ 356,135,000		

Bricks and Mortar Report

Projects Completed February 2009

www.fpc.ttu.edu



Project	Cost	Status	Completion Date
TTU			
High Performance Research Computer Facility	\$ 1,800,000	Complete	September 2008
Sneed/Bledsoe HVAC Upgrade	\$ 6,000,000	Complete	August 2008
Bledsoe Window Replacement	\$ 1,000,000	Complete	August 2008
4th Street Sewer Upgrade	\$ 560,000	Complete	October 2008
Mark & Becky Lanier Prof. Development Center	\$ 13,665,000	Complete	April 2008
NCAA Soccer Complex	\$ 1,998,000	Complete	August 2007
Art 3-D Annex	\$ 8,603,315	Complete	September 2007
Outreach & Extended Studies Building	\$ 8,000,000	Complete	October 2007
Softball Field Repairs	\$ 509,055	Complete	September 2007
Discovery Mail	\$ 1,167,698	Complete	July 2007
Student Wellness Center	\$ 9,229,767	Complete	March 2007
CDRC / CSAR	\$ 8,126,506	Complete	October 2006
Scholarship Donor Recognition Walk	\$ 225,000	Complete	November 2006
Sneed/Gordon/Bledsoe LifeSafety Upgrades	\$ 5,792,000	Complete	September 2006
Jones AT&T Stadium Field Improvements	\$ 2,860,000	Complete	August 2006
Student Union Building Phase II B	\$ 6,034,070	Complete	November 2006
Student Union Building Phase III	\$ 1,299,043	Complete	July 2006
NRHC - Christine DeVitt Wing	\$ 3,278,509	Complete	June 2006
Experimental Sciences Building	\$ 36,702,120	Complete	March 2006
Texas Tech Parkway	\$ 9,222,073	Complete	February 2006
Grover E. Murray Residence Hall	\$ 24,613,235	Complete	January 2006
Animal and Food Sciences Building	\$ 16,809,505	Complete	February 2006
Wall/Gates Life Safety Upgrade	\$ 3,094,012	Complete	January 2006
Student Parking Expansion	\$ 660,000	Complete	October 2005
Student Union Bldg. Expansion/Renovation	\$ 37,372,009	Complete	October 2003/February 2005
Museum NSRL Addition	\$ 3,555,259	Complete	August 2005
Admin Building Stone Repair	\$ 2,262,839	Complete	January 2005
Jones SBC Stadium Stage IIA /IIB	\$ 53,578,710	Complete	May 2004/Sept 2004

Hulen Clement Fire Protection	\$	3,234,692	Complete	August 2004
Football Training Facility	\$	10,974,030	Complete	May 2004
Marsha Sharp Center for Student Athletes	\$	3,789,332	Complete	January 2004
The Rawls Course Support Facilities	\$	1,692,000	Complete	November 2003
Admin Building Roof Repairs	\$	827,901	Complete	November 2003
The Rawls Course	\$	9,013,000	Complete	August 2003
Horn/Knapp Fire Suppression	\$	3,026,015	Complete	December 2002
Campus Conference Bonfire Circle	\$	400,000	Complete	September 2002
English-Philosophy & Education Complex	\$	44,910,950	Complete	August 2002
Flint Avenue Parking Facility	\$	10,670,916	Complete	August 2002
Dan Law Field	\$	1,612,000	Complete	June 2002
Fuller Track Field House	\$	480,000	Complete	June 2002
Pfluger Fountain	\$	826,000	Complete	April 2002
Recreation Center Expansion/Renovation	\$	12,070,277	Complete	November 2001
Jones SBC Stadium Stage I	\$	22,000,000	Complete	September 2001
Frazier Plaza & Masked Rider Statue	\$	515,000	Complete	September 2001
Tennis-Softball Complex	\$	4,059,784	Complete	September 2001
Campus Fiber Optic Connection	\$	1,667,000	Complete	September 2001
West Hall/Visitors Center	\$	5,703,441	Complete	August 2001
Broadway Gatehouses	\$	816,000	Complete	August 2001
Marquee	\$	352,000	Complete	August 2001
Stange/Murdough Fire Suppression	\$	1,616,293	Complete	August 2001
Chitwood/Weymouth Fire Suppression	\$	2,779,706	Complete	August 2000
TOTAL	\$	411,054,062		

Project	Cost	Status	Completion Date
HSC			
El Paso Strategic Space Study	TBD	Complete	TBD
El Paso - Archer Building Renovations	\$ 1,700,000	Complete	March 2008
Texas Tech Physicians Medical Pavilion	\$ 36,462,388	Complete	June 2006/Dec 2007
El Paso Medical Education Bldg.	\$ 45,000,000	Complete	November 2007
Ablene School of Pharmacy	\$ 9,087,743	Complete	July 2007
El Paso Medical Science Bldg. I Build Out	\$ 3,564,306	Complete	July 2006
Amarillo Campus Improvements	\$ 1,424,677	Complete	September 2006
HSC Roof Replacement	\$ 1,747,867	Complete	April 2006
The Larry Combest Health & Wellness Center	\$ 1,551,549	Complete	January 2006
El Paso Medical Science Bldg. I	\$ 36,977,869	Complete	February 2006
HSC Campus Infrastructure Improvement	\$ 5,028,277	Complete	January 2006
HSC El Paso Clinic Expansion/Renovation	\$ 9,638,830	Complete	February 2005
HSC El Paso Hydronic Pipe Replacement	\$ 1,552,209	Complete	February 2005
HSC Academic Classroom Bldg.	\$ 14,963,993	Complete	October 2003
HSC Synergistic Center	\$ 1,995,105	Complete	March 2003
Amarillo Academic/Clinic Facility	\$ 23,636,894	Complete	April 2002
Midland Physicians Assistant Building	\$ 6,000,000	Complete	August 2001
HSC Admin Relocation	\$ 1,862,000	Complete	March 2001
Odessa Clinic Renovation	\$ 1,200,000	Complete	September 2000
Communications Disorders Renovation	\$ 2,161,000	Complete	May 2000
TOTAL	\$ 205,554,707		
GRAND TOTAL COMPLETED	\$ 616,608,769		
PROGRAM TOTAL	\$ 1,311,585,844		

Current Mission Statement:

Angelo State University

Mission Statement

Angelo State University is a regional comprehensive coeducational institution of higher learning offering programs in the liberal and fine arts, sciences, education for the health professions, teacher education, and business administration, as well as courses of study designed to meet entrance requirements for various professional schools.

In the baccalaureate programs the primary responsibility of Angelo State University is to provide opportunities in higher education for the citizens of the State of Texas. The University, through its programs, seeks:

- to provide students with a basis for making sound decisions and mature judgments which depend upon an understanding of the social, scientific, literary, artistic, political, and philosophic traditions of many cultures;

- to help each student reach maximum capability with respect to communications, effective reasoning, and analytical thinking, and to provide standards of physical and intellectual discipline which lead to optimal personal development and useful, responsible citizenship;

- to educate students for living and working in a competitive global society;

- to prepare interested, qualified students for graduate study and for scholarly occupations;

- to provide selected professional programs which supplement students' general education and enable them to become competent in fields requiring specialized training;

- to conduct research with the intention of engaging the student in independent study.

The purpose of the Graduate School is to provide advanced, specialized training which will strengthen the academic and professional competence of the students. The graduate programs are designed to develop students' capacities for independent study, to train students in the techniques of research, and to acquaint them with research in their fields of study.

In order to promote strong educational opportunities, the University encourages programs of faculty research which add to the total body of knowledge, develop new and improved techniques of instruction, and maintain the competence of faculty members in their respective fields. Teaching is the foremost area of faculty contribution, however, followed by creative or scholarly activity and service. Faculty, staff, and administration participate in a campus culture in which students receive personal attention in academic advisement and student support. Recruitment and retention of instructional and administrative personnel reflect the University's commitment to diversity.

Angelo State University is committed to the equal consideration of all qualified applicants for admission. Articulation with community colleges enables students to transfer credit. Students are offered encouragement in their university lives through a variety of support services, such

as financial aid, residence life, social and career development, and counseling. Cultural and athletic programs supplement academic programs to increase students' awareness of healthy and complete lifestyles. Access to the university's physical and intellectual resources is provided to students of varying capabilities. Alumni are encouraged to maintain contact.

Partnerships with local, regional, and state agencies increase the university's role in public education, business, health, and information retrieval. Special research in agriculture is supported by the Management, Instruction, and Research Center, where applied research is conducted primarily in domestic livestock production and range management. Both traditional and technological learning resources are utilized in instruction and research and to provide special services and programs of continuing education and distance education which contribute to the cultural and economic welfare of the region served by the University. The University strives to broaden the experience of its students and faculty through programs of international education and exchange.

Long-range planning, evaluation, and program assessment are part of the decision-making process at all levels. The University's commitment to improving quality extends to its administrative services and provides support to maintain the infrastructure, expand information resources, develop technological equipment and programs for academic and administrative improvement, ensure fiscal responsibility, and promote public safety and institutional advancement. Recognizing its responsibility to the community, the University offers many cultural opportunities and business, health, educational and volunteer services to the region.

Angelo State University is committed to providing a wide range of high quality academic programs and strives to develop in its students those qualities which will enable them to enrich their personal lives, improve their abilities to serve and contribute to society, and become leaders in their professions and in their communities.

Approved by the
Board of Regents, The Texas State University System
August 9, 1997

Reapproved by the
Texas Higher Education Coordinating Board
January 25, 2001

ANGELO STATE UNIVERSITY
Effective Beginning Fall 2009 Semester
Summary of Tuition, Fees, and Other Charges

All tuition, fees, rentals, rates, and charges of Angelo State University are charged and collected under specific authorization of the laws of the State of Texas, including, but not limited to, the authorization in *Texas Education Code* Section 54.504, Section 54.0513, Section 55.16, and other applicable sections.

The Board of Regents has authorized the president of Angelo State University to establish waiver criteria and waiver approval procedures for the fees, rentals, rates, and charges in accordance with state laws, including, but not limited to, the *Texas Education Code*, Section 54.218, Section 54.5035, and Section 54.0513.

Tuition and fees for FY 2009-2010 are recommended based on enrollment of 160,000 credit hours. Enrollments exceeding 160,000 credit hours will result in additional funds that will be directed to strategic initiatives.

(A) TUITION

The following tuition rates will be in effect for the academic year beginning with the fall 2009 semester:

1. State Tuition

A. Undergraduate

1. Residents of Texas: \$50.00 per semester credit hour
2. Non-Resident Students: \$327.00* per semester credit hour
*Determined by the Coordinating Board
3. Bordering Counties to Texas and residents of New Mexico or Oklahoma: \$50.00 per semester credit hour

B. Graduate

1. Residents of Texas: \$50.00 per semester credit hour
2. Non-Resident Students: \$327.00* per semester credit hour
*Determined by the Coordinating Board
3. Bordering Counties to Texas and residents of New Mexico or Oklahoma: \$50.00 per semester credit hour

2. Designated Tuition

A. Undergraduate

\$91.50 per semester credit hour for all university students

B. Graduate

\$91.50 per semester credit hour for all university students

3. Board Authorized Tuition

A. Graduate

\$30.00 per semester credit hour, in addition to state and designated tuition, for all graduate courses.

B. Doctoral

\$50.00 per semester credit hour, in addition to state and designated tuition, for all doctoral level courses.

(B) FEES

Mandatory--Statutory

1. **International Education Fee (Study Abroad):** In accordance with Texas Education Code (Vernon's Texas Codes Annotated, Higher Education, Title 3, April 2006), Section 54.5132, an International Education Fee may be charged and collected from students not less than \$1.00 and not more than \$4.00 for each fall/spring semester or each summer session. It is recommended to continue the International Education Fee (Study Abroad) of \$4.00 flat fee during the fall and spring semesters and \$2.00 flat fee for each summer term for all enrolled students.
2. **Medical Services Fee:** In accordance with Texas Education Code (Vernon's Texas Codes Annotated, Higher Education, Title 3, April 2006), Section 54.508, a \$42.35 flat fee may be charged during fall and spring semesters and \$21.15 every summer term for all enrolled students.
3. **Recreation Sports Fee:** In accordance with Texas Education Code (Vernon's Texas Codes Annotated, Higher Education, Title 3, April 2006), Section 54.509, an increase from \$32.00 to \$37.00 flat fee may be charged during the fall and spring semesters and \$18.00 to \$23.00 flat fee for each summer term for all enrolled students. A student referendum in April 2007, approved a flat fee of \$100.00 per semester.
4. **Student Services Fee:** In accordance with Texas Education Code (Vernon's Texas Codes Annotated, Higher Education, Title 3, April 2006), Section 54.503, a \$21.75 per semester credit hour with a cap of \$235.00 may be charged during the fall and spring semesters and a cap of \$117.50 may be charged for each summer term for all enrolled students.
5. **University Center Fee:** In accordance with Texas Education Code (Vernon's Texas Codes Annotated, Higher Education, Title 3, April 2006), Section 54.5241, the University Center Fee may be increased from \$55.00 to \$80.00 flat fee during the fall and spring semesters and for each summer term for all enrolled students. The implementation of the recommended increase in this fee is subject to approval at the spring student referendum.

Mandatory--Incidental

In accordance with *Texas Education Code* (Vernon's Texas Codes Annotated, Higher Education, Title 3, April 2006), Section 54.504, the following fees are recommended by the President.

1. **Technology Service Fee:** (Per Semester) Angelo State University recommends an increase from \$270.75 to \$300.00 for students taking nine or more hours and from \$115.00 to \$125.00 for fall and spring semesters for students taking from one to eight hours. The fees for each summer term will be \$150.00 for students taking six or more hours and \$72.50 for students taking from one to five hours.
2. **Library Fee:** (Per Semester) Angelo State University is recommending increasing the Library Fee from \$3.50 per semester credit hour to \$4.50 during the fall and spring semesters and each summer term to cover the costs of extended hours and debt service for the development and construction of an IT Commons area within the Library.

3. **Advising Center Fee:** (Per Semester) The Academic Advising Center uses the fee to fund programs for first-time, full-time undeclared students. The fee of \$25.00 per semester is charged to students for the fall and spring semesters and \$12.50 flat fee for each summer term for all enrolled students.
4. **Athletic Fee:** (Flat Fee for Fall and Spring semesters) The Student Athletic Fee allows students entrance to all home sporting events as long as seats are available. The fee of \$25.00 per semester is recommended to be charged to students during the fall and spring semesters. No fee will be charged for the summer terms.
5. **Distance Learning Fee:** (Per Semester Credit Hour) The Distance Learning Fee of \$50.00 per semester credit hour is charged to partially cover the additional costs incurred by offering distance learning courses. For students that take only distance learning courses and not on-campus courses, the University Center Fee, Medical Services Fee, and Recreational Sports Fee are waived.
6. **Off-Campus Course Fee:** This fee may be charged for individual courses for expenditures directly related to the cost of the course. The Off-Campus Course Fee may vary and range from \$10.00 to \$6,000.00 per course (study abroad programs). This fee primarily will be charged for study abroad courses and selective courses with extraordinary cost that is not recovered in the formula funding process.
7. **Transportation Fee:** (Flat charge per semester) ASU is implementing a \$20.00 per semester shuttle service fee to improve parking for students, faculty and staff. The shuttle service will be outsourced and made available to all constituencies.
8. **Instructional Enhancement Fee:** ASU is proposing to eliminate most of the current laboratory fees and course fees in favor of the implementation of the Instructional Enhancement Fee at a rate of \$10.00 per semester credit hour. This fee will be used to fund instructional technology expenses and direct instructional enhancement, including student success measures. The funds will be controlled at the college level by the dean who will be accountable for the use of the funds.

(C) MISCELLANEOUS FEES

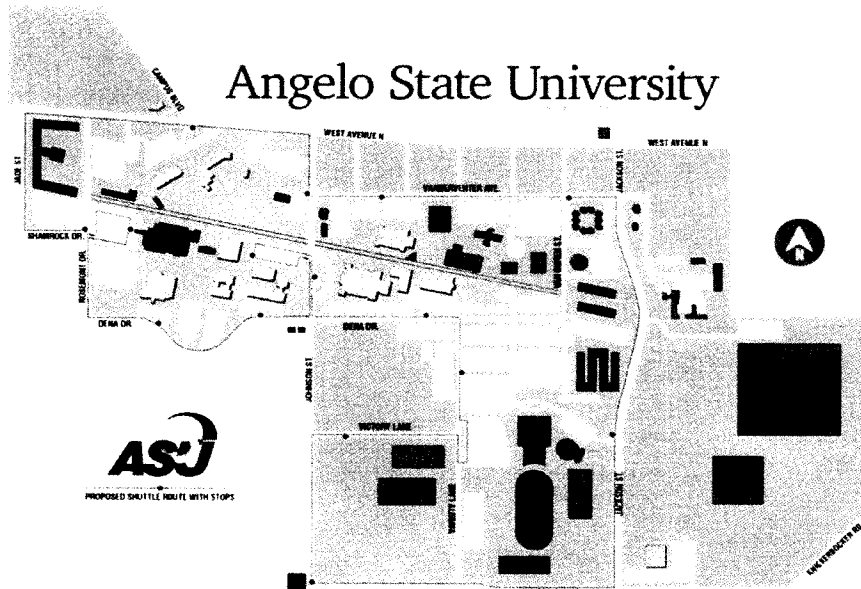
1. **Admission Application Fee:** will be charged for the following applications from prospective students:

• Undergraduate (United States Citizens)	\$25.00
• Graduate (United States Citizens)	\$40.00
• International Student	\$50.00
• Physical Therapy	\$25.00
(provide discretionary funds for student orientation)	
• Study Abroad	\$40.00
2. **Off-campus Travel Fee:** This fee will be a flat fee and will reflect the cost of faculty members traveling off-campus to deliver a course. This fee will not exceed the actual cost of traveling off-campus.
3. **Education Abroad Fee:** This fee may be set in an amount not to exceed the cost of offering the program, but not less than \$125.00 and not more than \$750.00.
4. **Vehicle Registration:**

Angelo State University is proposing a new parking program. An independent consultant, Walker and Associates, was engaged to perform a traffic study and make recommendations regarding parking and parking rates. The enhanced parking program at ASU will solve problems which have existed for a number of years, including, but not limited to: 1) neighborhood relations, because of students parking on public streets and/or blocking driveways, 2) blocking of major thoroughfares waiting for parking spaces to become available, 3) reducing traffic congestion on-campus, 4) equalizing the cost of parking to include

faculty and staff paying the same as students, and 5) providing alternate means of moving around the campus community other than personal vehicles.

Angelo State University is proposing to establish a shuttle system than will make sixteen stops around the parameter of the campus and will include a stop at Harvard House apartments. The shuttle service will run from 7 a.m. in the morning until midnight. During peak periods, it is anticipated that there will be a shuttle available at each stop every five minutes making moving from one end of the campus to the other convenient for all users.



The new program will allow the university to meet demand in an organized manner and to provide the proper level of enforcement throughout the campus.

The parking lots will be reconfigured and priced according to convenience. All faculty, staff, and students will pay the same rates.

Premium Parking Lots (Gold)	<u>Current</u>	<u>Proposed</u>
<u>Automobiles</u>		
Fall Registration (August-August)	\$72.00	\$100.00
Spring Registration (January-August)	\$55.00	\$75.00
Summer I (May-August)	\$35.00	\$50.00
Summer II (July-August)	\$25.00	\$25.00
<u>Automobile & Motorcycle</u>		
Fall Registration (August-August)	\$96.00	\$150.00
Spring Registration (January-August)	\$65.00	\$125.00
Summer I (May-August)	\$40.00	\$100.00
Summer II (July-August)	\$30.00	\$75.00
<u>Motorcycle Only</u>		
Fall Registration (August-August)	\$48.00	\$100.00
Spring Registration (January-August)	\$30.00	\$75.00
Summer I (May-August)	\$25.00	\$50.00
Summer II (July-August)	\$20.00	\$25.00

Remote Parking Lots (Blue)

<u>Automobiles</u>		
Fall Registration (August-August)	\$72.00	\$50.00
Spring Registration (January-August)	\$55.00	\$40.00
Summer I (May-August)	\$35.00	\$30.00
Summer II (July-August)	\$25.00	\$20.00

<u>Automobile & Motorcycle</u>		
Fall Registration (August-August)	\$96.00	\$75.00
Spring Registration (January-August)	\$65.00	\$65.00
Summer I (May-August)	\$40.00	\$55.00
Summer II (July-August)	\$30.00	\$45.00

<u>Motorcycle Only</u>		
Fall Registration (August-August)	\$48.00	\$50.00
Spring Registration (January-August)	\$30.00	\$40.00
Summer I (May-August)	\$25.00	\$30.00
Summer II (July-August)	\$20.00	\$20.00

Residential Parking Lots (Green)	<u>Current</u>	<u>Proposed</u>
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<u>Automobiles</u>		
Fall Registration (August-August)	\$72.00	\$100.00
Spring Registration (January-August)	\$55.00	\$75.00
Summer I (May-August)	\$35.00	\$50.00
Summer II (July-August)	\$25.00	\$25.00

<u>Automobile & Motorcycle</u>		
Fall Registration (August-August)	\$96.00	\$150.00
Spring Registration (January-August)	\$65.00	\$125.00
Summer I (May-August)	\$40.00	\$100.00
Summer II (July-August)	\$30.00	\$75.00

<u>Motorcycle Only</u>		
Fall Registration (August-August)	\$48.00	\$100.00
Spring Registration (January-August)	\$30.00	\$75.00
Summer I (May-August)	\$25.00	\$50.00
Summer II (July-August)	\$20.00	\$25.00

Faculty/Staff/Student second or replacement permits are priced the same as applicable permits.

5. **Parking Fines:**

The fines for illegally operating a vehicle on campus are:

Fraudulent Use of Parking Permit	\$175.00
Parking in or blocking DISABLED space	\$100.00
Parking/Standing in a Fire lane	\$35.00
Blocking a Dumpster	\$25.00
Parking with No permit/Failed to display permit	\$20.00
Parking/Standing in No Parking Zone	\$20.00
Parking/Standing in Driveway	\$20.00
Parking/Standing in Maintenance/Loading Zone	\$20.00
Parking/Standing in a Reserved Area-Gold Lot	\$20.00
Parking/Standing in a Reserved Area-Other Zones	\$15.00
Parking/Standing on Sidewalk	\$15.00
Parking/Standing on the Grass/Lawn Area	\$15.00
Not in a Designated Space/Using 2 spaces	\$15.00
Parking/Standing in a Barricaded/Prohibited Area	\$15.00
Backing or Pulling through Parking Space	\$10.00

Bicycles secured to Railing, Trees, Posts	\$10.00
Parking with Improperly Displayed/Obscured Permit	\$10.00
Wheel Booting Fee	\$20.00
Providing Inaccurate Vehicle Registration Information	\$25.00
All other violations	\$15.00
6. <u>Installment Payment of Tuition/Fees Option Fee:</u> Assessed at the time of signing an emergency loan promissory note or on the second installment of tuition and fees each semester. Installments will be paid in four (4) equal payments due in July, August, September, and October.	\$30.00
7. <u>Late Charges on Installment Payment:</u>	\$15.00
8. <u>Late Fee:</u> assessed the first working day after the billing due date.	\$100.00
9. <u>Return Check Fee or e-payment fee:</u>	\$30.00
10. <u>Late Registration Fee:</u> assessed when late registration enrollment begins	\$50.00
11. <u>Testing Fees:</u>	
Correspondence examinations	\$15.00/ea
On-line examinations	\$15.00/ea
Basic Peace officer examinations	\$20.00/ea
Jailer's TCLEOSE examinations	\$25.00/ea
Residual ACT examinations	\$50.00/ea
ACCUPLACER examinations	\$20.00/ea
CLEP examinations	\$20.00/ea
Psychological Services bureau examinations	\$30.00/ea
12. <u>Library:</u>	
Overdue Fines:	ranges from \$.25/day to \$1.00/day per item
Fees:	
Processing Fee (for replacement items)	\$10.00
Replacement Fee – PBK Collection	\$10.00
Replacement Fee – all other-(if still available, otherwise, average cost of item in same subject area)	cost of item
Damage Fee	\$30.00
Interlibrary Loan Fee-(unless lending library assesses a fee; passed on to ASU requestor)	no charge
Transparencies	\$.25/ea
Microform Copiers	\$.10/page
Microform Printouts	\$.20/ea
Laminations:	
Half sheet	\$.35/ea
Full sheet	\$.70/ea
Community borrower's card	\$25.00
Photos:	
Publication fee to "for profits"	\$50.00
Printed on photo paper	\$12.00
Scanned and printed on plain paper or saved on customer's CD	\$3.00
Obituaries	\$5.00/ea
Microform Copiers	\$.10/page
Custom scan & print	\$.25/ea
Thesis Binding (fee dependent on vendor charges)	\$9.50
Microfilming Fee (fee dependent on vendor charges)	\$55.00
Copyright Registration Fee (fee dependent on vendor charges)	\$65.00
13. <u>Extended Studies Course Fees:</u>	\$6.00 - \$400.00

14. **Credit Card Convenience Fee:** \$10.00
This fee will be assessed for each credit card transaction for payment of tuition and fees exceeding \$500.00. Other credit card transactions will not be charged a credit card convenience fee.
15. **Post Office Box Rental:**
 - Fall and Spring \$15.00
 - Spring only \$ 7.50
 - Summer \$ 7.50
16. **Ram Card Replacement Fee** \$20.00
17. **Facilities Fee:** (per semester credit hour) \$8.00
This fee is for the cost of facilities maintenance and renewal (M&R) at an off-campus educational sites. This fee applies only to those students enrolled in courses at any of the following sites: Abilene, Amarillo, Fredericksburg, Highland Lakes, and Junction.

(D) RESIDENCE LIFE ROOM RATES

In accordance with *Texas Education Code* (Vernon's Texas Codes Annotated, Higher Education, Title 3, April 2006), Section 51.002, Angelo State University recommends the following room rates effective fall, 2009.

Room Rates (10 Month)	Current 2008-2009	Proposed 2009-2010
Vanderventer Apartments	\$4,450	\$4,450
Harvard House (1 person, 1bd,1 bath)	\$5,092	\$5,092
Harvard House (2 persons, 2bd, 1 bath or 3 persons, 3 bd, 2 bath)	\$4,560	\$4,560
Harvard House (4 persons, 2 bd, 1090 sq ft)	\$4,741	\$4,741
Harvard House (4 persons, 2 bd, 1312 sq ft)	\$4,851	\$4,851
Concho Hall	\$3,659	\$3,659
Massie Hall	\$4,112	\$4,112
Carr Hall	\$3,703	\$3,703
Texan Hall	\$5,490	\$5,490
Centennial Village (2 persons, 2 bd, 1 bath)	\$5,350	\$5,350
Centennial Village (4 persons, 4 bd, 2 bath)	\$5,200	\$5,200

(E) BOARD RATES

In accordance with *Texas Education Code* (Vernon's Texas Codes Annotated, Higher Education, Title 3, April 2006), Section 51.002, Angelo State University recommends the following Board rates effective fall, 2009.

Fall 2009 – Spring 2010

<u>Board Plans</u>	<u>Current 2008-2009</u>	<u>Proposed 2009 – 2010</u>
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7-day (21 meals/week)	\$2,500	\$2,500
7-day (15 meals/week)	\$2,450	\$2,450
5-day (15 meals/week)	\$2,400	\$2,400

Summer 2010

<u>Board Plan</u>	<u>Current Summer 2009</u>	<u>Proposed Summer 2010</u>
7-day (15 meals/week)	\$500	\$500

**ANGELO STATE UNIVERSITY
 TUITION AND FEES
 FIVE-YEAR HISTORY
 15-SEMESTER CREDIT HOUR ENROLLMENT**

	Fall, 2004	Fall, 2005	Fall, 2006	Fall, 2007	Fall, 2008	Fall, 2009
Tuition A	720.00	750.00	750.00	750.00	750.00	750.00
Designated	660.00	840.00	900.00	1,125.00	1,233.75	1,372.50
Student Service	162.00	162.00	225.00	225.00	225.00	235.00
Library Fee	30.00	30.00	45.00	45.00	52.50	67.50
Recreation Sports	22.00	24.00	26.40	29.00	32.00	37.00
University Center	35.00	35.00	35.00	50.00	55.00	80.00
Technology Services Fee	195.00	225.00	225.00	240.00	270.75	300.00
Medical Services	35.00	35.00	38.50	42.35	42.35	42.35
Publication	5.00	5.00	5.00	5.00	0	0
International Education	1.00	4.00	4.00	4.00	4.00	4.00
Record Maintenance	10.00	10.00	10.00	15.00	0	0
Advising Center	0	25.00	25.00	25.00	25.00	25.00
Athletic Fee	0	0	0	0	15.00	25.00
Instructional Enhancement Fee	0	0	0	0	0	150.00
Course Fees	0	0	0	0	0	0
Transportation Fee	0	0	0	0	0	20.00
Total	1,890.00	2,145.00	2,288.90	2,555.35	2,705.35	3,108.35

Following is the proposed 2009 global fee document and a list of recommended changes.

Summary of Changes

Description	FY09	Chg \$	FY10
Tuition			
State Tuition Non-resident students	331.00	-4.00	327.00
Designated Tuition per SCH	93.67	5.93	99.60
Designated Tuition Law School Additional per SCH	55.00	25.00	80.00
Academic Fees			
Information Technology Fee per SCH	20.50	1.50	22.00
Library Fee per SCH	14.00	10.00	24.00
Distance Education Fee per SCH	New	4.50	4.50
Advising, Retention, and Placement Fee per SCH			
College of Agriculture and Natural Resources	1.75	2.00	3.75
Law Student Advocacy & Competition Fee per SCH	2.50	4.00	6.50
Other Fees			
Student Services Fee per SCH	11.50	.50	12.00
Student Recreation Center Fee flat fee	65.00	10.00	75.00
Student Transportation Fee per SCH	3.50	.50	4.00
Thesis and Dissertation Fee flat fee			
Master's Thesis Students	55.00	-5.00	50.00
Doctoral Dissertation Students	110.00	-60.00	50.00
International Student Fee flat fee	50.00	25.00	75.00
Application Fee – Foreign (Undergraduate and Graduate)	75.00	50.00	125.00
Facilities Fee per SCH			
Fredericksburg	8.00	2.00	10.00
Junction	8.00	2.00	10.00
Hill Country	8.00	2.00	10.00
Abilene	8.00	2.00	10.00
Amarillo	8.00	2.00	10.00

Total tuition and mandatory fees will increase a maximum of \$350.95 per semester or 9.9% for a student enrolled in 15 semester credit hours (SCH).

The library fee increase of \$10.00 includes a restoration of the \$2.00 reallocated to the energy fee in FY 2009, \$6.00 to replace HEAF funding allocation of \$4.8 million, and \$2.00 for increased operating and salary costs.

The new Distance Education fee purpose is to provide an incentive to colleges who teach formula-eligible courses whether taught 50% or more electronically or to students at off-campus sites and to establish operating revenue for the newly-established College of Outreach and Distance Education. The fee will fund the development, support, and administration of new distance and on-campus hybrid courses and technologies.

The \$10.00 increase for the Student Recreation Center Fee was approved October 6, 2006 for the new Leisure Pool to be assessed upon completion of the project May 2009.

The law school increase in tuition and fees is in the third year of a three year planned phase-in to close the resource gap with University of Houston and University of Texas.

TEXAS TECH UNIVERSITY

Global Fee Document Effective Beginning Fall 2009 Semester Summary of Tuition, Fees, and Other Charges

All tuition, fees, rentals, rates, and charges of Texas Tech University are charged and collected under specific authorization of the laws of the State of Texas, including, but not limited to, the authorization in *Texas Education Code* Section 54.504, Section 54.0513, Section 55.16, and other applicable sections.

The Board of Regents has delegated to the President of Texas Tech University the authority to establish waiver and exemption criteria and waiver and exemption approval procedures for the fees, rentals, rates, and charges in accordance with state laws, including but not limited to *Texas Education Code*, Section 54.218, Section 54.5035, and Section 54.0513.

(A) TUITION

The following tuition rates are in effect for the academic year beginning with the Fall 2009 semester:

1. State Tuition

A. Undergraduate

Residents of Texas: \$50.00 per semester credit hour

Non-Resident Students: \$327.00 per semester credit hour. The President of Texas Tech University is authorized, in accordance with state statutes, to establish non-resident tuition at the rate determined by the Texas Higher Education Coordinating Board.

Bordering Counties to Texas and residents of New Mexico or Oklahoma: \$50.00 per semester credit hour

Bordering States to Texas and residents of New Mexico or Oklahoma and not eligible for the Bordering Counties:
\$80.00 per semester credit hour

B. Graduate

1. Residents of Texas: \$50.00 per semester credit hour

2. Non-Resident Students: \$327.00 per semester credit hour. The President of Texas Tech University is authorized, in accordance with state statutes, to establish non-resident tuition at the rate determined by the Texas Higher Education Coordinating Board.

3. Bordering Counties to Texas and residents of New Mexico or Oklahoma: \$50.00 per semester credit hour

4. The President of Texas Tech University is authorized, in accordance with state statutes, to require graduate students exceeding the cap on maximum doctoral hours to pay non-resident tuition regardless of residence status.

C. Law

1. Residents of Texas: \$80.00 per semester credit hour

2. Non-Resident Students: \$327.00 per semester credit hour. The President of Texas Tech University is authorized, in accordance with state statutes, to establish non-resident tuition at the rate determined by the Texas Higher Education Coordinating Board.

2. Designated Tuition

A. Undergraduate

1. \$99.60 per semester credit hour for all University students

For undergraduates, tuition rate alternatives reflect the University's emphasis to graduate on time by completing 30 SCH during the fall and spring semester; therefore, financial incentives are offered to stimulate participation at a minimum of 15 SCH each fall and spring semesters.

B. Graduate

1. \$99.60 per semester credit hour for all University students

C. Law

1. \$99.60 per semester credit hour for all University students
2. plus \$80.00 per semester credit hour for all Law students

3. Board Authorized Tuition

A. Graduate

1. \$50.00 per semester credit hour, in addition to state and designated tuition, Graduate courses

B. Law

1. \$160.00 per semester credit hour, in addition to state and designated tuition, Law courses

(B) ACADEMIC FEES

Mandatory – Statutory

1. **Laboratory Fee:** (Per Laboratory Section) In accordance with Texas Education Code, Section 54.501, this fee may not be less than \$2 per Section, if charged, nor more than \$30.00, except that the fee shall not exceed, in general, the cost of the laboratory materials and supplies. The fee established for individual laboratory sections shall be determined and approved under a policy established by the administration.

Mandatory – Incidental

1. **Information Technology Fee:** (Per Semester Credit Hour). This fee provides funds for the Information Technology (IT) operations, infrastructure, facilities and services at Texas Tech University that are managed, supported, approved or contracted by the TTU IT Division to benefit university students, faculty and staff. Expenditures must be directly associated with delivering IT services or instructional programs to university students, faculty and staff. \$22.00
2. **Library Fee:** (Per Semester Credit Hour). This fee funds continued support for the acquisition and access of materials used for teaching and research. \$24.00

3. **Advising, Retention, and Placement Fee:** (Per Semester Credit Hour). These fees are college specific and funds enhanced student advising, retention programs, and recruitment of potential employers for students graduating from programs within these colleges.

• College of Agriculture and Natural Resources	\$3.75
• Rawls College of Business Placement Fee (undergraduate and graduate)	\$5.75
• College of Engineering	\$3.00

4. **Academic Support Fee for Law School Students:** (Per Semester Credit Hour for all Law School students). This fee funds implementation of a formal academic support system to enhance student placement and career services at the School of Law. \$7.00

5. **Student Advocacy & Competition Fee:** (Per Semester Credit Hour for all Law School students). This fee funds the Law School's advocacy programs, which are essential components of the School's skills program and an important element of the curriculum required by the School's accrediting body. \$6.50

6. **Cultural Activities Fee:** (Per Semester Credit Hour). This fee funds all aspects of the presentational elements for the College of Visual & Performing Arts so that all students are able to fully participate in the widely diverse presentations without an additional charge. \$1.00

7. **Course Fee:** (Per Semester Credit Hour). This fee shall not be less than \$3.00 but not more than \$45.00 per semester credit hour, except that the fee shall not exceed, in general, the cost of materials or services directly associated with the course – not including faculty salaries. The fee established for individual courses shall be determined and approved under a policy established by the administration.

8. **Outreach Distance Education Fee:** (Per Semester Credit Hour). The fee funds the development, support, and administration of new distance and on-campus hybrid courses and technologies. \$4.50

Discretionary – Incidental

1. **Special Instruction Fee:** This fee is a one-time cost associated with a particular or special section of a course and will roll from fall to fall, spring to spring, summer to summer.

2. **Field-Trip Fee:** This fee will be assessed to students for courses that require travel by students for field trips associated with the course. This fee will not exceed the actual cost of the related field trip.

3. **Off-campus Travel Fee:** This fee will be a set fee and will reflect the cost of faculty members traveling off campus to deliver a course. This fee will not exceed the actual cost of traveling off-campus.

4. **Auditing Fee:** This fee is charged to students auditing courses for non-credit that are enrolled in 11 semester credit hours or less. \$10.00

5. **Law School Deposit:** Deposits are charged to each accepted applicant is required to pay a deposit soon after being accepted to hold a place in the entering class.

Applicants accepted in the Early Decision Program	\$750.00
Applicants accepted in the Regular Decision Admission	\$300.00
The School of Law requires an additional deposit in June to continue holding a place in the entering class	\$1,000.00

6. **Probation/Post Suspension Assistance Fee:** This fee allows the XL – Strategies for Learning Program to offer sections of the non-credit study strategy assistance course required of freshmen on probation and first-return suspension students. The course is also available to any student who

wishes to solidify or improve cognitive-based study techniques.

\$200.00

7. **Library Fines:** Fines from \$1.00 to \$225.00 per occurrence to cover the costs from late return fees, and lost, stolen, or damaged interlibrary loan books.

(C) STUDENT-RELATED FEES

Mandatory – Statutory

1. **International Education Fee (Study Abroad):** (Flat Fee). This fee is charged in accordance with *Texas Education Code* Section 54.5132; an International Education Fee may be charged and collected from students not less than \$1.00 and not more than \$4.00 for each fall/spring semester or each summer session. This fee is charged at \$4.00 flat fee for each fall and spring semester, and each summer session within the summer trimester for all enrolled students.
2. **Medical Services Fee:** (Flat Fee). This fee is charged in accordance with *Texas Education Code* Section 54.508 and the recommendations of the Medical Services Fee Advisory Committee and reviewed by the Vice President for Student Affairs and Enrollment Management. This fee including debt service is charged at \$75.00 flat fee for each fall and spring semester for all enrolled students in four or more semester credit hours. Students enrolled in less than four semester credit hours will be charged \$37.50 flat fee for each fall and spring semester. The Medical Services Fee will be prorated for the summer trimester. Continuing students may be charged an optional fee for summer usage.
3. **Student Recreation Fee:** (Flat Fee). This fee is charged in accordance with *Texas Education Code* Section 54.509 and the recommendations of the Student Recreation Fee Advisory Committee and reviewed by the Vice President for Student Affairs and Enrollment Management. This fee including debt service is charged at \$75.00 flat fee for each fall and spring semester for all enrolled students in four or more semester credit hours. Students enrolled in less than four semester credit hours will be charged a \$45.00 flat fee for each fall and spring semester. The Student Recreation Fee will be prorated for the summer trimester. Continuing students be charged an optional fee for summer usage.
4. **Student Services Fee:** (Per Semester Credit Hour). This fee is charged in accordance with *Texas Education Code* Section 54.503 and the recommendations of the Student Services Fee Advisory Committee and reviewed the Vice President for Student Affairs and Enrollment Management. This fee including debt service is charged at \$12.00 per semester credit hour and cap of 12 semester credit hours (maximum \$144.00) for each fall and spring semester and summer trimester for all enrolled students. Study Abroad students are assessed at 50% of the Student Services Fee for each fall and spring semester and summer trimester or \$6.00 per semester credit hour and cap of 12 semester credit hours (maximum \$72.00).
5. **Student Union Fee:** (Flat Fee). This fee is charged in accordance with *Texas Education Code* Section 54.5241 and the recommendations of the Student Union Fee Advisory Committee and reviewed by the Vice President for Student Affairs and Enrollment Management. This fee including debt service is charged at \$98.00 flat fee for each fall and spring semester all enrolled students in four or more semester credit hours. Students enrolled in less than four semester credit hours will be charged a \$58.00 flat fee for each fall and spring semester. The Student Union Fee will be prorated for the summer trimester.

Mandatory – Incidental

1. **University ID Fee:** (Flat Fee). This fee is charged in accordance with *Texas Education Code* Sections 54.504 and 55.16, and recommendations of the University ID Fee Advisory Committee and reviewed by the Vice President for Student Affairs and Enrollment Management. This fee is charged at \$5.00 flat fee for each fall and spring semester, and each summer session within the summer trimester for all enrolled students.

2. **Student Transportation Fee:** (Per Semester Credit Hour). This fee is charged in accordance with Texas Education Code Sections 54.504 and 55.16 and the recommendations of the Student Transportation Fee Advisory Committee and reviewed by the the Vice President for Student Affairs and Enrollment Management. This fee is charged at \$4.00 per semester credit hour with a cap of 12 semester credit hours (maximum \$48.00) for each fall and spring semester and summer trimester for all enrolled students for bicycle, bus, parking, shuttle and taxi services.

(D) OTHER FEES

Mandatory – Incidental

1. **Student Athletic Fee:** (Flat Fee). This fee allows students to access the student seating for all home sporting events on a first come basis. Pursuant to an agreement between the Student Government Association and the Athletic Department, this fee is charged to students enrolled in four (4) or more semester credit hours during the fall and spring semesters.
\$52.00
2. **Enrollment Services Fee:** (Per Semester Credit Hour). This fee provides funding support to student support areas of the University including Recruitment & Admissions, Registrar, Student Business Services, and Student Financial Aid.
\$9.00
3. **Application Fee:** This fee is charged for the following applications from prospective students:

• Undergraduate (United States Citizens)	\$50.00
• Graduate (United States Citizens)	\$50.00
• Law School	\$50.00
• Foreign (Undergraduate and Graduate)	\$125.00
• Honors College	\$25.00
4. **Energy Fee:** (Flat Fee). This fee is charged to address the escalating utility costs. This fee is \$30.00 for students taking 1-6 SCH; \$60.00 for students taking 7-11 SCH; and \$90.00 for students taking 12 SCH or more for each fall and spring semester and summer trimester.

Discretionary – Incidental

1. **Diploma Replacement Fee:** \$16.00
2. **Diploma Insert Fee:** (re-application for graduation) \$2.00
3. **Duplicate Copy of Registration Fee Receipt:** \$0.50
4. **Thesis and Dissertation Fee:**
This fee charged to all thesis option Masters' students, doctoral students, and and music performance/conducting students \$50.00
5. **Sponsored International Student Administrative Fee:** This fee (charged to sponsored international students) supports customized services to sponsoring agencies and sponsored students by the Office of International Affairs.

• Each Fall and Spring Semester	\$250.00
• Each Summer Session within the Summer Trimester	\$125.00
6. **Education Abroad Fee:** This fee may be set in an amount not to exceed the cost of offering the program but not less than \$125.00 and not more than \$500.00.
7. **International Student Fee:** This fee is charged to each non-immigrant international student.

• Each Fall and Spring Semester	\$75.00
• Each Summer Session within the Summer Trimester	\$37.50

8. **Installment Payment Fee:** This fee is assessed at the time of signing the installment payment plan or emergency loan promissory note \$25.00
9. **Late Payment Fee:** This fee is assessed the first working day after the billing due date. \$50.00
10. **Late Registration Fee:** This fee is assessed beginning the first class day. \$50.00
11. **Reinstatement Fee:** This fee is assessed to reinstate a cancelled schedule. \$200.00
12. **Returned Check Charge:** This fee is assessed for all returned checks. \$30.00
13. **New Student Orientation Fee:** This fee is assessed to all students attending new student orientation (\$55 one-day and \$150 three-day approved by the Board of Regents of the Texas Tech University System on December 12, 2009). \$55.00 \$150.00
14. **Facilities Fee:** (Per Semester Credit Hour). This fee is for the cost of facilities maintenance and renewal at off-campus educational sites. This fee applies only to those students enrolled in courses at any of the following sites: Abilene, Amarillo, Fredericksburg, Highland Lakes, and Junction. \$8.00
15. **Medical Services Fee:** (Per Semester Credit Hour). This fee is for student medical insurance for students enrolled at the TTU Center at Junction. \$3.00

(E) OUTREACH AND EXTENDED STUDIES

Unless otherwise noted, the following fee rates are currently in effect. Fees are not to exceed amounts shown below.

1. **K-12 Correspondence and On-Line Courses:** \$100.00
2. **Credit by Examination:** (will vary depending on quantity ordered) \$30.00
3. **Transfer Fee:** \$30.00
4. **Extension Fee:** (will vary by type of course) \$100.00
5. **Shipping Charges:** (will vary depending on Textbook cost and shipping priority) \$75.00
6. **Administrative Processing Fee:** \$30.00
7. **Materials Replacement Charges:** (will vary by material replaced) \$15.00
8. **TAKS Proctor Fee:** \$175.00
9. **TTU/ISD Evaluation Fee:** \$75.00

(F) UNIVERSITY STUDENT HOUSING ROOM RATES

In accordance with *Texas Education Code* Section 51.002 and the recommendations of the Residence Halls Association, reviewed by the Vice President for Student Affairs and Enrollment Management and approved by the Board of Regents of the Texas Tech University System on December 12, 2009.

Room Rates (9 Month)	2009-2010
Air Conditioned	\$4,100
Single Room Fee	\$1,000

Gordon Efficiency	\$4,198
Gordon 2 Bedroom	\$4,374
Gordon 1 Bedroom	\$4,658
Carpenter Wells 4 Bedroom	\$4,927
Carpenter Wells 3 Bedroom	\$5,242
Carpenter Wells 2 Bedroom	\$5,869
Carpenter Wells 1 Bedroom	\$6,412
Murray Suites	\$5,316

Room Rates (12 Month)	
Carpenter Wells 4 Bedroom	\$5,548
Carpenter Wells 3 Bedroom	\$5,947
Carpenter Wells 2 Bedroom	\$6,610
Carpenter Wells 1 Bedroom	\$7,222
Murray Suites	\$5,988

Room Rates (Summer per part of term)	
Carpenter Wells 4 Bedroom	\$627
Carpenter Wells 3 Bedroom	\$652
Carpenter Wells 2 Bedroom	\$701
Carpenter Wells 1 Bedroom	\$745
Murray Suites	\$726

** Student Senate Resolution 44.31 signed January 22, 2009, regarding IT fees for Residence Halls, recommends that the Resident Hall Network be funded by a new line item to provide a more transparent procedure for the cost. The new procedure will not result in any additional cost. The Vice President for Student Affairs and Enrollment Management, the Interim Vice President for Administration and Finance, and the TTU Chief Information Officer concur with the recommendation which will be reflected in the FY 2010 Operating Budget.*

(G) HOSPITALITY SERVICES BOARD RATES

In accordance with *Texas Education Code* Section 51.002 and the recommendations of the Residence Halls Association, reviewed by the Vice President for Student Affairs and Enrollment Management and approved by the Board of Regents of the Texas Tech University System on December 12, 2009.

Board Plans **Fall 2009 and Spring 2010**

Red & Black	\$3,700 (1840 Dining Bucks)
Diamond	\$3,435 (1575 Dining Bucks)
Platinum	\$3,255 (1395 Dining Bucks)
Gold	\$3,030 (1170 Dining Bucks)
Silver	\$2,815 (955 Dining Bucks)

Summer Part of Term 2010

Red & Black	\$512 (300 Dining Bucks)
Diamond	\$472 (260 Dining Bucks)
Platinum	\$442 (230 Dining Bucks)
Gold	\$402 (190 Dining Bucks)
Silver	\$382 (170 Dining Bucks)

	<u>Fall/Spring/Summer 2009-2010</u>
	(12-Month Dining Plan Contract)
Red & Black	\$3,910 (1840 Dining Bucks)

Diamond	\$3,645 (1575 Dining Bucks)
Platinum	\$3,465 (1395 Dining Bucks)
Gold	\$3,240 (1170 Dining Bucks)
Silver	\$3,025 (955 Dining Bucks)

(H) THE INCENTIVE-BASED (MODIFIED FLAT RATE) TUITION MODEL

This model bases the rate on a percentage of the base tuition rate (\$149 per SCH) times the number of SCH. For example: a student taking 12 SCH would pay $\$149 * 12 * 112\% = \2002.56 or \$166.88 per SCH; a student taking 17 SCH would pay $\$149 * 17 * 92\% = \$2,330.36$ or \$1 per SCH. The primary intent is to reflect the University's emphasis to graduate on time by completing 30 SCH during the fall and spring semester; therefore, financial incentives are offered to stimulate participation at a minimum of 15 SCH each fall and spring semesters.

Undergraduate Total Tuition: Fall 2008

Modified Flat Rates – 12 or More SCH

#SCH	Base Rate \$149.00 (1)	Applicable Percentages (2)	Total Tuition Rate (3)	Tuition Increase (Decrease)	Modified Tuition Rate
1	\$149.60	100.00%	\$149.60	4.1%	\$149.60
2	\$299.20	100.00%	\$298.00	4.1%	\$149.60
3	\$448.80	100.00%	\$447.00	4.1%	\$149.60
4	\$598.40	100.00%	\$596.00	4.1%	\$149.60
5	\$748.00	100.00%	\$745.00	4.1%	\$149.60
6	\$897.60	100.00%	\$894.00	4.1%	\$149.60
7	\$1,047.20	100.00%	\$1,043.00	4.1%	\$149.60
8	\$1,196.80	100.00%	\$1,192.00	4.1%	\$149.60
9	\$1,346.40	100.00%	\$1,341.00	4.1%	\$149.60
10	\$1,496.00	100.00%	\$1,490.00	4.1%	\$149.60
11	\$1,645.60	100.00%	\$1,639.00	4.1%	\$149.60
12	\$1,795.20	112.00%	\$2,010.62	4.1%	\$167.55
13	\$1,944.80	109.00%	\$2,119.83	4.1%	\$163.06
14	\$2,094.40	105.00%	\$2,199.12	4.1%	\$157.08
15	\$2,244.00	100.00%	\$2,244.00	4.1%	\$149.60
16	\$2,393.60	96.00%	\$2,297.86	4.1%	\$143.62
17	\$2,543.20	92.00%	\$2339.74	4.1%	\$137.63
18	\$2,692.80	88.00%	\$2,369.66	4.1%	\$131.65
19	\$2,842.40	86.00%	\$2,444.46	4.1%	\$128.66

With the modified flat rate tuition model, students taking between 12 and 14 hours have a higher rate. For identified students that are required to take between 12-14 hours such as student teachers in block courses or students with identified disabilities, they are billed at a reduced rate (Per Credit Hour not Flat Rate).

TEXAS TECH UNIVERSITY
Estimated Cost of Tuition and Fees
Four Year Comparison - Fall Semester Estimates
Undergraduate Resident Student Basis - 15-hour Enrollment

	2006-07 Academic Year	Percent Increase/ Decrease	2007-08 Academic Year	Percent Increase/ Decrease	2008-09 Academic Year	Percent Increase/ Decrease	2009-10 Academic Year	Percent Increase/ Decrease
Tuition (SCH)	\$2,025.00	4.7% \$90.00	\$2,155.05	6.4% \$130.05	\$2,155.05	No Change	\$2,244.00	4.1% \$88.95
Student Services Fee (SCH)	\$126.00	No Change	\$138.00	9.5% \$12.00*	\$138.00	No Change*	\$144.00	4.3% \$6.00*
Student Union Fee (Flat)	\$98.00	No Change	\$98.00	No Change*	\$98.00	No Change*	\$98.00	No Change*
Medical Services Fee (Flat)	\$75.00	3.4% \$2.50	\$75.00	No Change*	\$75.00	No Change*	\$75.00	No Change*
Student Recreation Fee (Flat)	\$60.00	No Change	\$65.00	8.3% \$5.00*	\$65.00	No Change*	\$75.00	15.4% \$10.00*
Student Athletics Fee (Flat)	\$52.00	2.0% \$1.00	\$52.00	No Change*	\$52.00	No Change*	\$52.00	No Change*
Student Transportation Fee (SCH)	\$42.00	(13.8%) (\$6.75)	\$42.00	No Change*	\$42.00	No Change*	\$48.00	14.3% \$6.00*
Cultural Activities Fee (SCH)	\$15.00	No Change	\$15.00	No Change	\$15.00	No Change	\$15.00	No Change
International Education Fee (Flat)	\$4.00	No Change	\$4.00	No Change	\$4.00	No Change	\$4.00	No Change
ID Card (Flat)	\$5.00	(9.1%) (\$0.50)	\$5.00	No Change*	\$5.00	No Change*	\$5.00	No Change*
Information Technology Fee (SCH)	\$307.50	2.5% \$7.50	\$307.50	No Change*	\$307.50	No Change	\$330.00	7.3% \$22.50
Library Fee (SCH)	\$240.00	No Change	\$240.00	No Change*	\$210.00	(8.75%) (\$30.00)	\$360.00	71.4% \$150.00
Student Business Services Fee (SCH)	\$120.00	No Change	\$135.00	12.5% \$15.00*	\$135.00	No Change*	\$135.00	No Change*
Energy Fee	\$60.00	New \$60.00	\$60.00	No Change	\$90.00	50% \$30.00	\$90.00	No Change
Outreach Distance Ed Fee (SCH)							\$67.50	New \$67.50
Course Fees (Estimated)	\$150.00	No Change	\$150.00	No Change	\$150.00	No Change	\$150.00	No Change
Total Estimate	\$3,379.50	4.8% \$153.75	\$3,541.55	4.8% \$162.05	\$3,541.55	No Change	\$3,892.50	9.9% \$350.95

*Student Advisory Committee recommendations are noted with an asterisk. The Library fee recommendation from the Student Advisory Committee did not include \$2 per sch for FY 09 restoration or \$6 per sch HEAF funding replacement. The Student Recreation Fee increase of \$10.00 was approved 10/6/06 to be assessed upon completion of the Leisure Pool.XAS.

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER – STUDENT FEES
Effective Beginning Fall Semester, 2009
Summary of Changes

(A) Institutional Tuition

In accordance with Texas Education Code, Section 54.0513, the Office of Student Business Services via the Executive Vice President for Finance and Administration recommends that Institutional Tuition (Designated Tuition) be increased from \$85 per semester credit hour to \$100 per semester credit hour for students enrolled in the School of Allied Health Sciences and from \$4,800 annual rate to \$5,500 annual rate for students enrolled in the School of Medicine. The revenue generated from this increase will be used for need-based student financial aid, to recruit and retain qualified faculty and staff, and for general operating expenses.

(B) Recreation Center Fee

In accordance with Texas Education Code, Section 54.509 and the recommendations of the Student Recreation Center Fee Advisory Committee comprised of TTU and TTUHSC students and a staff member (TTU Managing Director of Recreational Sports serve as ex-officio member) recommends and increase of the Student Recreation Center Fee from \$65 to \$75 during the fall and spring semesters and summer trimester for students enrolled in four or more semester credit hours (for students enrolled in less than four semester credit hours the rate will remain \$40 for each fall and spring semester) and an increase from \$32.50 to \$37.50 during each summer session for all enrolled students. The annual rate for students enrolled in the School of Medicine will increase from \$162.50 to \$187.50.

This increase of \$10.00 for FY 2009 for the leisure pool was approved by the student body in 2007 and agreed that it would not begin until the pool was completed. The pool is scheduled for completion June 2009.

Note: In October 2006, the TTU Student Senate Resolution 42.01 and TTUHSC Student Senate Resolution 05-3 conducted a Student Referendum of TTU and TTUHSC students regarding a \$10 increase of the Student Recreation Center Fee to cover the 20-year debt service associated with an estimated \$7,000,000 new leisure pool and renovation of the current aquatic center roof. Students voted in favor of the leisure pool project – 72.52% of the 3,541 votes received.

(C) Student Services Fee

In accordance with Texas Education Code, Section 54.503 and the recommendations of the Student Services Fee Advisory Committee comprised of TTU and TTUHSC students and staff members (TTU Dean of Students and TTUHSC Director of Student Services serve as ex-officio members) recommends a change in the method of calculation for the Student Services Fee. It is recommended that a flat fee of \$132 be assessed for students enrolled in four or more semester credit hours and a flat rate of \$66 for those students registered for three or less semester credit hours. The current method of assessment is a charge of \$11.00 per semester credit hour and cap of 12 semester credit hours (maximum of \$132). The annual rate for students enrolled in the School of Medicine will remain \$330.

(D) International Education Fee

In accordance with Texas Education Code, Section 54.5132, the Vice President for the Center for International and Multicultural Affairs recommends the establishment of this fee to be assessed to all enrolled students at the rate of \$4 each semester. By Statute, the revenues generated from this fee may only be used to assist students participating in international student exchange or study programs.

(E) Transportation Fee – School of Pharmacy

The School of Pharmacy recommends an increase in this fee from \$64 to \$122 to be assessed to each 1st year student during their Fall semester of enrollment. The increase in this fee is necessary to cover the increased costs associated with providing bus transportation from Amarillo and Abilene to the Lubbock campus to utilize the Anatomy lab.

This fee was originally approved as a request for special course fee in Fall 1997. The fee has not increased since the inception date.

(F) Paul Foster School of Medicine

1. Clinical Simulation Center Fee – Paul Foster School of Medicine

The Paul Foster School of Medicine recommends the establishment of a Clinical Simulation Center Fee in the amount of \$75 annually to be assessed to all students enrolled in the Paul Foster School of Medicine.

2. Microscope and Educational Materials Fee – Paul Foster School of Medicine

The Paul Foster School of Medicine recommends an increase in the Microscope and Educational Materials Fee from \$60 annually for Medical Students in Year I and II to \$100 annually for Medical Students in Year I and II. This increase is necessary to cover basic education testing material as required by the curriculum.

3. Laptop Fee – Paul Foster School of Medicine

The Paul Foster School of Medicine recommends the establishment of a Laptop Fee in the amount of \$1,600 to be assessed to all students during their 1st year of enrollment.

(1) TUITION

Statutory Tuition:

Residents of Texas (all schools except Medicine): \$50.00 per semester credit hour

Non-Resident Students, United States Citizens and Foreign Students (all schools except Medicine): \$331.00 per semester credit hour

The President of Texas Tech University Health Sciences Center is authorized, in accordance with state statutes, to establish non-resident tuition at the rate determined by the Texas Higher Education Coordinating Board.

Residents of Texas-School of Medicine: \$6,550.00 annual rate

Non-Resident Students, United States Citizens and Foreign Students-School of Medicine: \$19,650.00 annual rate

Board Authorized Tuition:

School of Allied Health Sciences: \$50.00 per semester credit hour

School of Nursing: \$50.00 per semester credit hour

School of Pharmacy: \$100.00 per semester credit hour

Institutional Tuition (Designated):

School of Allied Health Sciences: \$100.00 per semester credit hour

Graduate School of Biomedical Sciences: \$60.00 per semester credit hour

School of Medicine: \$5,500.00 annual rate

School of Nursing: \$100.00 per semester credit hour

School of Pharmacy: \$125.00 per semester credit hour

(2) OTHER FEES, CHARGES, RATES OR RENTALS

Application Fee	- Allied Health Sciences	35.00
	- Graduate School of Biomedical Sciences	45.00
	- Medicine	50.00
	- Nursing (including Special Students)	40.00
	Late Application Fee	25.00
	- Pharmacy	100.00
Auditing (per class)	Students enrolled in 11 semester credit hours or less	
	- Allied Health Sciences, Graduate School of Biomedical Sciences, and Nursing	10.00
Clinical Simulation Center	- Nursing – Freshmen, Sophomore, Junior, Senior, and Graduate (per course)	75.00
(F)	- Paul Foster School of Medicine (Annual)	75.00
Course Fees (per course)	Not less than \$3 per course, but not more than \$45, except that the fee shall not exceed, in general, the cost of the materials or services directly associated with the course – not including the faculty salaries. The fee established for individual courses shall be determined by the Administration.	
***	- Allied Health Sciences, Graduate School of Biomedical Sciences, Nursing, Medicine and Pharmacy	Min. 3.00 Max. 45.00
Drug Information Center	- Pharmacy (fall semester)	155.00
ETD Processing Fee	- Masters	55.00
	- Doctoral	110.00
Graduation Fee	- Allied Health Sciences Undergraduate	35.00
	Graduate	50.00
	- Graduate School of Biomedical Sciences	50.00
	- Medicine	50.00
	- Nursing Undergraduate	35.00
	Graduate	50.00
	- Pharmacy	50.00
I.D. Card Maintenance Fee	- Allied Health Sciences, Graduate School of Biomedical Sciences, Nursing and Pharmacy (per semester)	5.00
	- Medicine (Annual)	12.50
I.D. Card Replacement Fee (per occurrence)	- All Schools	10.00
Information Technology Fee	- Allied Health Sciences, Graduate School of Biomedical Sciences, Nursing and Pharmacy (Per credit hour)	10.00
***	- Medicine (Annual)	240.00

(2) OTHER FEES, CHARGES, RATES OR RENTAL

Installment Option Fee	- Allied Health Sciences, Nursing, Graduate School of Biomedical Sciences, Medicine, and Pharmacy	\$25/Student/Semester
International Education Fee	- Allied Health Sciences, Graduate School of Biomedical Sciences, Nursing and Pharmacy (per semester)	4.00
(D)	- Medicine (Annual)	10.00
International Student Fee (non-immigrant international students only)	- Allied Health Sciences, Graduate School of Biomedical Sciences, Nursing, and Pharmacy (per semester, per summer session \$25)	50.00
	- Medicine (Annual)	100.00
Laboratory Fees	- Per laboratory section; not less than \$2 per section, but not more than \$30, except that the fee shall not exceed, in general, the cost of operating the laboratory not including personnel and equipment costs. The fee established for individual laboratory courses shall be determined and approved under a policy by the Administration.	
	- Allied Health Sciences, Graduate School of Biomedical Sciences, and Pharmacy	30.00
	- Medicine (per year) first and second year Students	32.00
Laptop Fee (F)	- Paul Foster School of Medicine first year students	1,600.00
Late Charges on Loans	- All Schools	25.00
Late Payment Fee	- All Schools	50.00/billing
Late Registration Fee	- All Schools	50.00
Library Charges	- Overdue Items .50/day; maximum of 50.00	
	- Lost Items 25.00 processing fee, plus actual cost of material	
	- Interlibrary Loan	
	Per item borrowed (book, photocopy or AV)	4.00
	Per item – Rush	10.00
	Per item – Overnight Delivery	15.00
	- Intralibrary Loan	
	Books	No Charge
	Photocopies .10-.25/page; maximum of 4.00	
	Audiovisuals 2.00/item	
	(Some ILL items may be subject to additional royalty fees as assessed by Copyright Compliance Center.)	
	- Laser Print .05/page	
	Color Laser Print .25/page	
Long Term Disability Insurance *	- Medicine (Annual)	40.00

(2) OTHER FEES, CHARGES, RATES, OR RENTALS

Malpractice Insurance *	- Allied Health Sciences	14.50
	Physician Assistant Program	61.00
	- Nursing	17.00
	Nurse Practitioner Students	61.00
	- Pharmacy	17.00
	- Medicine	25.00
Medical Services Fee ****	- Allied Health Sciences, Graduate School of Biomedical Sciences, Nursing and Pharmacy (fall and spring, four or more semester credit hours)	70.00
	(summer terms)	35.00
	- Medicine (Annual)	175.00
Microscope and Educational Materials Fee (F)	- Allied Health Sciences (CLS Juniors and Seniors)	50.00
	- Medicine (first and second year students)	60.00
	- Paul Foster School of Medicine (1 st and 2 nd year)	100.00
NBME Testing Program Support Fee	- Medicine (first and second year students)	180.00
	- Medicine (third year students)	90.00
Orientation Fee	- Nursing	50.00
Outcomes Assessment Fee	- School of Pharmacy (spring semester)	60.00
Placement Guarantee Fee	Collected upon acceptance of admission	
	- Allied Health Sciences, Graduate School of Biomedical Sciences, and Nursing	50.00
	- Medicine and Pharmacy	100.00
Post Census Day Matriculation Fee	- Allied Health Sciences, Graduate School of Biomedical Sciences, Nursing, Pharmacy, and Medicine	200.00
Progressions Fee	- Nursing	40.00
Record Processing Fee	- Allied Health Sciences, Nursing, Pharmacy, and Graduate School of Biomedical Sciences (Per semester)	5.00
	- Medicine (Annual)	12.50
Recreation Center Fee ***	- Allied Health Sciences, Graduate School of Biomedical Sciences, Nursing, and Pharmacy (fall and spring, four or more semester credit hours)	75.00
(B)	(fall and spring, less than four semester credit hours)	40.00
	(summer terms)	37.50
	- Medicine (Annual)	187.50
Returned Check Charges	- All Schools	30.00
Special Course Fees **	- All Schools	Variable; based on costs to provide instruction

(2) OTHER FEES, CHARGES, RATES, OR RENTALS

Standardized Testing Fee	- Nursing (per applicable course)	Min. 19.00 Max. 35.00
Student Athletic Fee	- Allied Health Sciences, Graduate School of Biomedical Sciences, Nursing and Pharmacy (fall and spring)	52.00
	- Medicine (Annual)	104.00
Student Services Fee ****	- Allied Health Sciences, Graduate School of Biomedical Sciences, Nursing and Pharmacy (four or more semester credit hours)	132.00
(C)	(three or less semester credit hours)	66.00
	- Medicine (Annual)	330.00
Student Union Fee	- Allied Health Sciences, Nursing, Pharmacy, and Graduate School of Biomedical Sciences (Per semester)	5.00
	- Medicine (Annual)	12.50
Transportation Fee (E)	- Pharmacy (fall semester)	122.00
Validation Fee	- Nursing (Charged on all graduate Assessment courses)	100.00

* The Board of Regents has previously authorized the President of TTUHSC to increase or decrease Malpractice Insurance Fees for students in each of the schools and the School of Medicine Long Term Disability Insurance Fee as necessary to respond to changes in the cost of providing the insurance coverage. The schools seek only to recoup the cost of providing the coverage.

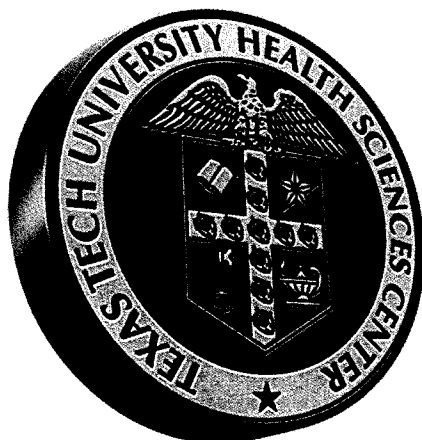
** The Board of Regents has previously authorized the President and the Executive Vice President of TTUHSC to fix special course fees for credit courses and fees for non-credit courses, workshops, seminars and other meetings.

*** Waivers for Teaching Assistants, Research Assistants, Graduate Assistants, and Graduate Part-Time Instructors per Board of Regents' approval December 15, 2000. Fees included in the waiver are Course Fees, Student Union Fee, Recreation Center Fee, Student Services Fee, Student Athletic Fee, and Information Technology Fee.

**** On August 11, 2000, the Board of Regents approved waivers of the Medical Services fee for Texas Tech University System benefits eligible employees enrolled as students.

***** The Board of Regents previously authorized the President of TTUHSC to approve the assessment of additional tuition at a rate not to exceed the maximum allowed by law, Texas Education Code, Section 54.008, per semester credit hour for students enrolled in graduate and professional program courses in the Schools of Allied Health Sciences, Graduate School of Biomedical Sciences, Nursing, and Pharmacy.

Texas Tech University Health Sciences Center



2009-2010 Global Fee Document
Board of Regents Meeting
March 6, 2009

Summary of Changes



(A) Institutional Tuition	2008-2009	2009-2010
School of Allied Health Sciences (per SCH)	\$85	\$100
School of Medicine (Annual)	\$4,800	\$5,500
(B) Recreation Center Fee		
Student Recreation Center (Fall/Spring)	\$65	\$75
(C) Student Services Fee		
Four or more SCH (\$11/SCH, max 12SCH)	\$132 (Max)	\$132 (Flat Rate)
Three or Less SCH (\$11/SCH)	\$33 (Max)	\$44 (Flat Rate)
(D) International Education Fee		
Student per semester	\$0	\$4
(E) Transportation Fee – School of Pharmacy		
1 st Year Student (Fall)	\$64	\$122
(F) Paul Foster School of Medicine		
Clinical Simulation Fee (Annual)	\$0	\$75
Microscope and Educational Materials Fee (MSI/MSII)	\$60	\$100
Laptop Fee (1 st Year of Enrollment only)	\$0	\$1,600

TTUHSC - Typical Tuition and Fees

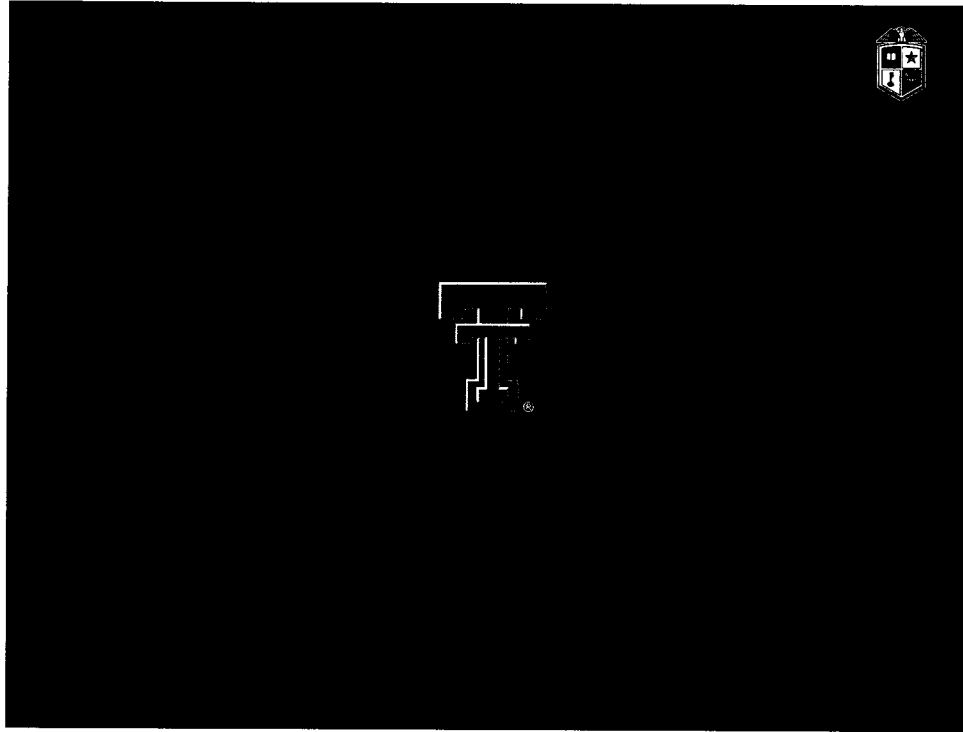


TTUHSC	FY 09	Proposed FY 2010	% Increase
School of Allied Health Sciences	3,448.50	3,687.50	6.93%
Graduate School of Biomedical Sciences	1,446.00	1,493.00	3.25%
School of Medicine - Annual Billing	12,736.00	13,471.00	5.77%
Paul Foster School of Medicine - Annual Billing		14,894.50	NA
School of Nursing	2,876.00	2,890.00	0.49%
School of Pharmacy	6,238.00	6,300.00	0.99%

Comparison to other Texas Universities



	Allied Health Sciences Graduate (15 SCH)	Biomedical Sciences (9 SCH)	Medicine Annual	Nursing Undergraduate (15 SCH)	Pharmacy (19 SCH)
Texas Tech University Health Sciences Center	3,687.50	1,493.00	13,471.00	2,890.00	6,300.00
Paul Foster School of Medicine			14,894.50		
UT Medical Branch - Galveston	4,171.01	1,750.57	14,270.00	3,180.51	
UT Southwestern - Dallas	3,521.16	2,334.66	14,640.00		
UT - San Antonio	3,889.50	1,284.50	14,450.00	3,299.90	
UT - Houston		961.64	11,008.90	3,032.14	
Texas A&M		2,671.25	11,748.50		
University of North Texas		1,395.00	14,827.00		
UT - Austin					5,620.00
University of Houston					6,865.35



TTUHSC
Schedule of Typical Tuition and Fees

	Allied Health (Graduate) (15 Hours)		Graduate (9 Hours)		Medicine 1st Year		Paul Foster School of Medicine 1st Year		Nursing (Undergraduate) (15 Hours)		Pharmacy (19 Hours)	
	FY 09	Proposed FY 10	FY 09	Proposed FY 10	FY 09	Proposed FY 10	FY 09	Proposed FY 10	FY 09	Proposed FY 10	FY 09	Proposed FY 10
Tuition	750.00	750.00	450.00	450.00	6,550.00	6,550.00		6,550.00	750.00	750.00	950.00	950.00
Graduate Tuition	750.00	750.00									1,900.00	1,900.00
Institutional Tuition	1,275.00	1,500.00	540.00	540.00	4,800.00	5,500.00		5,500.00	1,500.00	1,500.00	2,375.00	2,375.00
Total Tuition	2,775.00	3,000.00	990.00	990.00	11,350.00	12,050.00	0.00	12,050.00	2,250.00	2,250.00	5,225.00	5,225.00
Student Services Fee	132.00	132.00	99.00	132.00	330.00	330.00		330.00	132.00	132.00	132.00	132.00
Medical Services Fee	70.00	70.00	70.00	70.00	175.00	175.00		175.00	70.00	70.00	70.00	70.00
Student Athletic Fee	52.00	52.00	52.00	52.00	104.00	104.00			52.00	52.00		
Recreation Center Fee	65.00	75.00	65.00	75.00	162.50	187.50			65.00	75.00		
Identification Card Fee	5.00	5.00	5.00	5.00	12.50	12.50		12.50	5.00	5.00	5.00	5.00
Information Technology Fee	150.00	150.00	90.00	90.00	240.00	240.00		240.00	150.00	150.00	190.00	190.00
Student Union Fee	5.00	5.00	5.00	5.00	12.50	12.50		12.50	5.00	5.00		
Record Processing Fee	5.00	5.00	5.00	5.00	12.50	12.50		12.50	5.00	5.00	5.00	5.00
Student Malpractice Insurance	14.50	14.50			25.00	25.00		25.00	17.00	17.00	17.00	17.00
Long-Term Disability Insurance					40.00	40.00		40.00				
Laboratory Fee					32.00	32.00		32.00				
Microscope and Educational Materials Fee	50.00	50.00			60.00	60.00		100.00				
NBME Testing Program Support Fee	125.00	125.00	65.00	65.00	180.00	180.00		180.00	125.00	125.00	375.00	375.00
Course Fees											155.00	155.00
Drug Information Fee											4.00	4.00
International Education Fee		4.00		4.00	10.00	10.00		10.00				
Clinical Simulation Center Fee						75.00		75.00				
Laptop Fee						1,600.00		1,600.00				
Transportation Fee											64.00	122.00
Total Fees	673.50	687.50	456.00	503.00	1,386.00	1,421.00	0.00	2,844.50	626.00	640.00	1,013.00	1,075.00
Total Tuition and Fees	3,448.50	3,687.50	1,446.00	1,493.00	12,736.00	13,471.00	0.00	14,894.50	2,876.00	2,890.00	6,238.00	6,300.00
Percentage Increase												
Tuition	****	8.11%	****	0.00%	****	6.17%	****	NA	****	0.00%	****	0.00%
Fees	****	2.08%	****	10.31%	****	2.53%	****	NA	****	2.24%	****	6.12%
Totals	****	6.93%	****	3.25%	****	5.77%	****	NA	****	0.49%	****	0.99%

TRAFFIC AND PARKING REGULATIONS
2008– 2009 - 2010

I. Introduction

These regulations are established by Texas Tech University in order to facilitate the safe and orderly conduct of business and to provide registered vehicles parking space as conveniently as possible within the limits of space available. Operating a motor vehicle on campus is a privilege and is conditioned, in part, on complying with these rules and regulations.

II. Applicability of State General and Criminal Laws

Article 51.201 of the Texas Education Code provides that: "All the general and criminal laws of the state are declared to be in full force and effect within the areas under the control and jurisdiction of the state institutions of higher education of this state."

III. Authority of Board of Regents to Make Rules and Regulations

Article 51.202 of the Texas Education Code provides as follows: "Rules and Regulations: Penalty—

- A. The governing board or each state institution of higher education, including public junior colleges, may promulgate rules and regulations for the safety and welfare of students, employees, and property, and other rules and regulations it may deem necessary to carry out the provisions of this subchapter and the governance of the institution, providing for the operation and parking of vehicles on the grounds, streets, drives, alleys, and any other institutional property under its control including, but not limited to, the following:
 - 1. limiting the rate of speed;
 - 2. assigning parking spaces and designated parking areas and their use and assessing a charge for parking;
 - 3. prohibiting parking as it deems necessary;
 - 4. removing vehicles parked in violation of institutional rules and regulations or law at the expense of the violator; and,
 - 5. instituting a system of registration for vehicle identification, including a reasonable charge.
- B. A person who violates any provision of this subchapter or any rule or regulation promulgated under the authority of this subchapter is guilty of a misdemeanor and on conviction is punishable by a fine of not more than \$200."

IV. The following are the regulations that apply to the University, including fee and refund schedules, and are effective ~~May 12, 2008~~ May 11, 2009, through the end of the week following Graduation in the following Spring Semester.

V. General Regulations for Traffic and Parking

- A. Texas Tech is committed to the principle that in no aspect of its programs shall there be differences in the treatment of persons because of race, creed, national origin, age, sex, or disability, and that equal opportunity and access to facilities shall be available to all.
- B. Due to the diverse nature of operations between the University and the Health Sciences Center campuses, it is necessary to have certain regulations that pertain to the specific institution; these are submitted separately by each institution. Following are the regulations that apply to Texas Tech University as defined in C.1 below.
- C. Definitions
 - 1. The campus is defined as all lands owned, managed, or otherwise controlled by the University, herein called "Texas Tech".

2. Impoundment refers to the actual towing of a vehicle or immobilizing a vehicle by means of an "Auto-Boot".
 3. A visitor is an individual with no official connection with Texas Tech as a student, faculty member, or staff member.
 4. A valid parking space is defined as an area designated on three sides by lines and/or posts, curbs, or other types of barriers for the explicit purpose of parking a motor vehicle.
 5. A shared-use path is a pathway created and signed for the simultaneous use of pedestrians and bicycle traffic.
- D. Texas Tech makes every effort to provide protection for vehicles parking on campus, but cannot assume responsibility for any loss.
- E. The person to whom a vehicle is registered with Texas Tech is responsible for all violations of the parking rules and regulations. If a vehicle is not registered with Texas Tech, and a family member is a currently enrolled student, it shall be presumed that the student is the operator of the vehicle and is responsible for all violations of the parking rules and therefore subject to all Texas Tech traffic rules, policies, and penalties associated with monetary obligations owing Texas Tech.
- F. Pedestrians in crosswalks will be given the right-of-way at all times.
- G. Speed limits on campus are RADAR and/or LIDAR enforced.
- H. No person shall drive, cause or permit a vehicle to be driven on Texas Tech property at a speed greater than is reasonable and prudent under the circumstances then existing, but any speed in excess of the posted limits shall be prima facie evidence that the speed is not reasonable and prudent and that it is unlawful:
Speed Limits
1. Campus Streets: Twenty miles per hour, unless otherwise posted.
 2. Parking Lots: Ten miles per hour, unless otherwise posted.
 3. Parking Garages: Five miles per hour, unless otherwise posted.
- I. Inoperable, damaged, or dismantled vehicles are to be reported to the University Parking Services office as soon as possible. Operators should identify their problem immediately and follow the instructions given.
- J. The campus is restricted for use as described in these regulations. Any vehicle in violation of the regulations or not having a valid Texas Tech registration permit properly displayed may be issued a campus citation.
- K. Skates and Skateboards
On the campus of Texas Tech (as defined in Section V.C.1 of these regulations):
1. No person may skate or use a skateboard
 - a. on or in any University building, structure, stairway, elevated sidewalk, access ramp, step, retaining wall, handrail, mall, bench, fountain area or other architectural element;
 - b. on or in planting areas, grass areas or seeded areas;
 - c. on streets open for vehicular traffic;
 - d. where prohibited by sign, by police officer, or where otherwise prohibited by law; or,
 - e. in a manner that is incompatible with the flow of vehicular or pedestrian traffic.
 2. No person may use a skateboard in such a way that it is:
 - a. not under the control of the user, or
 - b. operated in an unsafe manner.
 3. No person who is skating or using a skateboard may fail to yield the right-of-way to
 - a. a pedestrian;
 - b. a bicyclist;
 - c. a motor vehicle; or
 - d. a wheelchair or other device designed for the transport of persons with disabilities.

Pursuant to Section 51.202, Texas Education Code, a person who violates any provision of this regulation is guilty of a misdemeanor and upon conviction is punishable by a fine of not more than \$200.

- L. These regulations apply to all persons who operate vehicles on Texas Tech property.
- M. The Chief of the Texas Tech Police Department, the Director of Accounting Services at the Health Sciences Centers (responsible for managing the parking function on that campus), and the Managing Director of University Parking Services on the University campus are responsible for the implementation and the just and proper enforcement of these regulations.
- N. The parking wheel stops and curbs located all over campus are six inches tall. Many newer and some older model vehicles have special ground effects attachments, air dams, fog/driving lights, or other attachments that reduce ground clearance under the vehicle. Driving such vehicles over the parking wheel stop or curb may cause damage to these vehicles. Drivers are urged to use caution when parking vehicles to avoid damage. Texas Tech University System assumes no responsibility in such cases.

VI. Vehicle Registration

- A. In order to operate or benefit from the use of a motor vehicle on campus, each member of the Texas Tech community must obtain and display, in his or her name, a vehicle registration permit. No person may register a motor vehicle in his or her name which belongs to another student, faculty, or staff member. Violation of the Traffic and Parking Regulations is prohibited by the Student Affairs Handbook and Texas Tech policy. To benefit from the use of parking spaces designed for persons with disabilities, an eligible faculty/staff member or student **MUST** display a state issued placard or license plate **as well as a Texas Tech disability permit**.
- B. Students are required to register each motor vehicle to be operated on campus at the time they register for school or at the time they commence operating a motor vehicle on campus.
- C. Faculty and staff are required to register their motor vehicles on or before the date they commence operating a motor vehicle on campus. Faculty and staff who share a motor vehicle where one is employed at the University and the other at the Health Sciences Center, must register at each campus if they intend to park at both campuses.
- D. Faculty and staff, whose dependents are students, may allow those dependents to register a commonly operated motor vehicle for a student permit in addition to the reserved permit. If the faculty or staff member has two motor vehicles registered, and if both motor vehicles are on campus at the same time, the motor vehicle with the student permit must be parked in the designated student parking area and not in either the faculty or staff member's reserved space or in the time limit areas on campus.
- E. Any person giving false information when registering a vehicle is subject to appropriate disciplinary action and revocation of their motor vehicle registration permit and related parking privileges.
- F. Texas Tech issues two types of registration permits, non-transferable and transferable.
 - 1. Non-transferable Permits
Non-transferable permits must be permanently affixed to the front windshield in the lower corner of the driver's side. All such permits are self-adhering and application in any other manner may subject the motor vehicle to ticketing. Vehicle registration is not complete until the permit is properly and completely affixed to the motor vehicle of record.
 - 2. Transferable Permits
Transferable permits are designed and intended to be hung from the rearview mirror. The purpose of these permits is to allow the owner to move them from vehicle to vehicle; the permit **MUST** be displayed on the motor vehicle parked on campus. Be sure to contact University Parking Services personnel if you have any problems with your transferable permit. Texas

Tech Police Department recommends you properly secure your vehicle and any valuables contained therein.

3. All permits are for the exclusive use of the registrant. Permits may not be sold, exchanged, given away or purchased from any person or agency other than Texas Tech University.
 4. Permits remain the property of Texas Tech University and may be recalled at any time.
 5. All outdated Texas Tech registration permits must be removed from the motor vehicle(s) prior to installation of the current year permit.
- G. Lost or stolen permits should be reported as soon as possible to the Texas Tech Police Department or University Parking Services. The recovery of a lost or stolen permit must be reported immediately to the Texas Tech Police Department or University Parking Services.
- H. Replacement Permits
1. Replacement for a non-transferable permit will be issued when identifiable remnants or proof of loss or destruction of the permit are provided. The replacement fee indicated in the current fee schedule will be charged for each replacement permit.
 2. Replacement for a transferable permit which is reported lost or stolen will be issued the first and second time for the replacement fee indicated in the current fee schedule; thereafter, the cost will be the full price of the permit.
- I. Persons who hold non-transferable reserved registration permits and are assigned reserved spaces may obtain one duplicate permit at no additional charge. A third permit may be purchased for the replacement fee indicated in the current fee schedule. Duplicate permits do not allow for more than one motor vehicle to be on campus during the reserved period.
- J. Persons who hold Health Sciences Center registration permits and are assigned to Reserved or Area Reserved spaces may also park on the University campus in Visitor, Time Limit and Park and Pay spaces. University Reserved and Area Reserved permits will be honored in Health Sciences Center Patient and Visitor parking spaces. Parking is restricted to use in the individual's capacity as an employee which does not include attending class as a student.
- K. Upon termination of employment with Texas Tech, an employee's parking privileges are revoked. If the registration permit(s) is returned to University Parking Services, the refund in effect at the time it is returned will be issued.

VII. Parking Enforcement, Parking Violations, and Sanctions

- A. Parking is governed by markers and traffic signs. Parking is permitted only in areas clearly identified for parking.
- B. The absence of "No Parking" signs does not imply that parking is allowed. Street parking is prohibited except where signs indicate parking is permitted.
- C. The following illegal parking acts may result in a citation being issued:

<u>Violation</u>	<u>Fine</u>
**1. Parking in non-designated areas.	\$25.00
2. Permit not properly installed.	10.00
**3. Parking in a fire lane.	50.00
4. Failure to removed expired permit(s).	20.00
**5. Parking in a no parking or tow away zone.	25.00
**6. Parking in service vehicle spaces, service drives, or access drives.	20.00
**7. Unauthorized parking in reserved parking spaces.	25.00
**8. Obstructing traffic, street, sidewalk, crosswalk, driveway, trash container, building entrance or exit.	25.00
**9. Parking overtime in a time limit zone.	20.00
**10. Parking a bicycle in violation of these regulations.	10.00
11. Parking a motor vehicle beyond the lines of a parking space.	20.00
**12. Parking in reserved zones without proper permit.	25.00

13.	Parking on wrong side of street facing oncoming traffic.	20.00
**14.	Parking without a valid permit.	25.00
**15.	Parking a motor vehicle upon any unmarked (including turf) or unimproved ground which has not been designated for parking.	75.00
**16.	Parking in a space or area designated for persons with disabilities without the proper insignia.	200.00
**17.	Blocking an access ramp or curb cut designed to aid persons with disabilities.	200.00
**18.	Display or use of a lost, stolen, forged, revoked, or altered permit. Such violation may result in the responsible party/parties being referred to the appropriate office for disciplinary action which may include loss of parking privileges for the remainder of the academic year.	Up to 200.00
**19.	Other parking violations as defined on the face of the citation.	20.00
20.	Failure to display transferable permit.	10.00
21.	Failure to pay Pay Station	20.00

****Impoundable Offenses**

- D. In the state of Texas, motorcycles, mopeds, and bicycles are subject to the same rules and regulations as automobiles. Operators are subject to a moving violation, to be adjudicated in a court of competent jurisdiction as provided in the Texas Education Code, Article 51.208, for failing to comply with Texas Motor Vehicle Laws and these Regulations. Examples of the most common bicycle violations are:
1. Riding on sidewalks or other prohibited areas
 2. Failing to stop at stop signs and red lights
 3. Failing to yield right-of-way to pedestrians in crosswalks
 4. Operating bicycle without proper lights and reflectors when required
 5. Failing to drive on the right side of the roadway
- The maximum fine for violation of these STATE LAWS is \$200.00.**
- E. Motorcycles and mopeds must be parked in areas designated for parking of such vehicles. Motorcycles and mopeds are not permitted to park in time limit areas unless it displays a current reserved or area reserved permit.
- F. All motorcycle registration permits are issued for the academic year. They may be purchased at any time during the year at a rate that is prorated monthly.
- G. Bicycles should be parked in racks whenever available. Use of shrubs, trees, or any architectural structures to secure bicycles is prohibited. Bicycles are not permitted in Texas Tech academic or administrative buildings. Any bicycle found in violation of this subsection may be impounded. The normal impoundment fee is \$40.00. **THE IMPOUNDMENT FEE DOES NOT INCLUDE THE COST OF THE CITATION OR ANY APPLICABLE STORAGE FEES.** (See Section IX.A. 1 and 2)
- H. No person shall operate a bicycle or any other vehicle upon a sidewalk or sidewalk area except those vehicles expressly designed for the transport of persons with disabilities and bicycles operated by officers of the Texas Tech Police Department when necessary to fulfill their lawful duties. Bicycles operating on a shared-use pathway must yield right of way to pedestrians and operate at a speed and in a manner consistent with public safety.
- I. Bicycle registration is encouraged and conducted free of charge, 24 hours a day, at the Texas Tech Police Department.
- J. Any bicycle or locking device not removed from campus at the end of the Spring Semester may be considered abandoned and may be properly disposed of through Property Inventory.
- K. Scooters that are not required by state law to obtain vehicle registration and inspection are not required to obtain a parking permit and are not allowed to park in motorcycle or vehicle parking

spaces. Individuals operating scooters on campus must adhere to the regulations pertaining to bicycles.

L. Moving Violations

1. All the general and criminal laws of the state are declared to be in full force and effect within the areas under the control and jurisdiction of the state institutions of higher education of this state, Article 51.201, Texas Education Code. All violations as set forth above may be adjudicated in a court of competent jurisdiction as provided in the Texas Education Code, Article 51.208.
2. It shall be unlawful for any person to drive, operate, push, park, or leave standing a motor vehicle on any area of the campus not designated for driving such a motor vehicle.
3. It shall be unlawful for any person to drive by, through or beyond a barricade or roadblock that is lawfully erected.
4. No person shall willfully fail or refuse to comply with any lawful order or direction of any police officer vested by law with authority to direct, control, or regulate traffic.

VIII. Resolving Citations

Citations for parking violations may be resolved in one of the following ways:

- A. Pay the stated fee for each citation. If payment is not received within ten (10) calendar days, an additional \$5.00 charge will be assessed. Citation payment information can be found on the University Parking Services website at www.parking.ttu.edu.
- B. Appeal the citation in writing, within ten (10) calendar days of the alleged violation, through the individual designated as the supervisor of parking appeals for University violations. Citation appeals must be submitted on line. Appeal information can be found at www.parking.ttu.edu. For those who do not have access to the internet, appeals terminals are available at University Parking Services.
- C. The President shall provide equitable and efficient appeals processes through the establishment of Parking Violation Appeals Committees. Written appeals will be provided to the appropriate Appeals Committee when there is a significant dispute over facts or major extenuating circumstances. A final appeals hearing may be provided should an individual wish to contest the findings of the Parking Violation Appeals Committee. The Hearings Officer will be appointed each year by the Law School Student Bar Association. Individuals appearing before the Hearings Officer must bring any supporting documentation and a copy of the current rules and regulations. The decision of the Hearings Officer is final and no further appeals will be provided.
- D. After a period of ten (10) days from the date of issuance of the citation or from the date of final determination of an appealed citation, citations not resolved through University Parking Services will be overdue. Overdue citations may subject the permit holder's motor vehicle(s) to impoundment and removal of the parking permit(s). Overdue citations may be applied to a student's tuition statement if they remain unresolved or may result in restriction of subsequent academic registration and withholding of a student's transcript until such time as the obligation is satisfied. Parking and these restricted services may be restored when all overdue citations have been resolved. At the discretion of Texas Tech, overdue citations may be adjudicated in a court of competent jurisdiction in accordance with Article 51.208 of the Texas Education Code.
- E. Notice of violation for motor vehicles without permits and returned notices of violation will be sent to the address on file with the Texas Department of Transportation, Division of Motor Vehicles.
- F. Six valid violations of the Traffic and Parking Regulations within the academic year may result in vehicle impoundment and/or revocation of the individual's parking privileges for a period of 90 days. If, at the end of the 90 days the individual's parking privileges are restored, a single violation of the Regulations may result in permanent revocation for the academic year.
 1. All citations must be resolved before any parking privileges are restored.

2. The revocation period shall commence with the return of the registration permit(s) to University Parking Services.

IX. Impounding Vehicles

- A. Vehicles belonging to individuals with ten or more valid violations of the Traffic and Parking Regulations are subject to impoundment on each subsequent violation, regardless of the type of violation.
- B. Impoundment may be accomplished either by towing or through immobilization by use of an auto boot.
- C. When a vehicle has been impounded it will be necessary for the operator of the vehicle to contact the Texas Tech parking dispatcher for release. Prior to the release of the impounded vehicle, satisfactory arrangements for payment shall be made.
 1. The impoundment fee for towed vehicles will be a \$15 administrative fee plus the amount charged by the towing company. This amount may vary depending on the vehicle impounded and the current wrecker service contract. Current impoundment charges can be found at the University Parking Services office or web site.
 2. The impoundment fee for booted vehicles will be \$40.
 3. **THE IMPOUNDMENT FEE DOES NOT INCLUDE THE COST OF THE CITATION.**
 4. Vehicles impounded will be charged storage at the rate of \$6.00 per day, including tax, commencing 72 hours after impoundment.
 5. The maximum storage fee to be charged is \$130.00 per month, including tax.
- D. If the owner or driver of a motor vehicle to be impounded arrives before impoundment has begun, the vehicle will not be impounded. If the owner or driver arrives after impoundment has begun, the vehicle will not be impounded if the driver opts to pay the tow truck driver the impoundment fee (See Section IX.C.1) less the \$15 administrative fee (payable in a manner acceptable to the towing company) in lieu of impoundment.
- E. If a motor vehicle or bicycle is parked on Texas Tech property and is not moved for a period of 30 days, Texas Tech may deem the same to be abandoned. Abandoned motor vehicles or bicycles may be impounded and disposed of in the manner prescribed by law. This includes those motor vehicles which have a valid registration permit.
- F. No personal property or vehicles (including boats, trailers, motor homes, etc.) shall be permitted to be stored or parked on the campus without permission from University Parking Services. Such property or vehicles are subject to impoundment.
- G. A motor vehicle parked on Texas Tech property will be subject to impoundment if any of the following apply:
 1. It does not have attached to it an unexpired license plate and a valid vehicle inspection certificate as required by state in which it is registered.
 2. It is inoperable and has remained inoperable for more than 14 (fourteen) consecutive days.

X. Texas Tech Police

- A. Texas Tech Police Officers are duly commissioned peace officers of the state of Texas. Upon request of a police officer of Texas Tech, any person on the campus is required to identify himself with proper identification.
- B. All thefts, accidents, or other offenses that occur on campus should be reported to the Texas Tech Police Department immediately. Accidents should be reported immediately. In accordance with State Law, vehicles involved in an accident should be moved prior to reporting the accident if they are moveable. One-vehicle accidents and inoperable vehicles must also be promptly reported. Keys or valuables should not be left in a motor vehicle. **ALWAYS KEEP YOUR VEHICLE LOCKED.**

- C. Texas Tech is concerned about the protection of persons and property and places a high priority on striving to maintain a safe environment for students, faculty, staff, and visitors. The University cannot, however, guarantee the absolute safety of any one individual. Personal safety must begin with individual responsibility. With that thought in mind, a Personal Safety brochure has been prepared which contains personal safety recommendations, crime statistics, safety services and programs, as well as a list of telephone numbers to contact for help. All visitors and members of the campus community are encouraged to make themselves familiar with this information. The Personal Safety brochure is available at various locations on campus including the Personnel Office, the Texas Tech Police Department, the Center for Campus Life, and the residence halls.
- D. Chapter 46, Section 46.03, Texas Penal Code, provides that a person commits a felony offense if the person carries a firearm, illegal knife, club, or other prohibited weapon listed in Section 46.05(a) on the physical premises of an educational institution.

XI. Types of Registration Permits (See Map for Areas)

- A. Reserved parking spaces are assigned to faculty and staff as space is available. Any space remaining after the needs of the faculty and staff are met will be available for assignment to part-time instructors, graduate teaching assistants, and graduate research assistants who hold contracts for one-half time or more. Such assignments may be revoked as necessary to accommodate regular faculty and staff requirements. Reserved spaces are only available on a twelve-month basis.
 - 1. Non-transferable permits will be issued for reserved spaces. The permit will contain the lot and space number assigned to the registrant. The space is reserved from 7:30 A.M. to 5:30 P.M., Monday through Friday, unless otherwise indicated. Additionally, in certain designated faculty/staff reserved lots, a limited number of parking spaces are reserved after these hours until 11:00 P.M. for use by any reserved space or area reserved permit holder.
 - 2. Access to the interior portion of the campus during the hours that parking spaces are reserved is restricted to motor vehicles with reserved space and area reserved permits and visitors. The interior portion of the campus is that area controlled by entry stations.
 - 3. Certain residence hall staff living in the residence halls may be assigned spaces that are reserved 24 hours daily.
 - 4. If it is necessary to displace the registrant of a reserved space to an area reserved space for two weeks or more, a partial refund may be issued. (The refund will be equal to the difference between a reserved space and an area reserved space for the affected time period.)
- B. Area reserved parking spaces are available to qualified faculty and staff (See XI.A) in certain designated parking lots. Transferable permits will be issued for all area reserved lots. However, a non-transferable permit may be issued at the registrant's request. In either case, only one area reserved permit will be issued per registrant. Motorcycle areas will not be provided in all area reserved lots; however, motorcycles will be allowed to park in these lots with the proper permit. Area reserved permit holders should overflow to designated overflow lots if all available area reserved spaces in their assigned lot are taken. Area reserved parking is reserved from 7:30 A.M. to 5:30 P.M., Monday through Friday, unless otherwise indicated. Faculty and staff with reserved permits may park in commuter lots but not residence hall lots, including summer sessions.
- C. Renewal notices for persons assigned reserved and area reserved spaces are sent out prior to the end of the spring semester. Employees who wish to retain a permit for their assigned lot for the next year must renew their registration by the date stated in the renewal notice. Most major credit cards (Visa, Mastercard, and Discover) may be used to make this payment, as well as cash, personal checks, and payroll deductions. (Payroll deductions are not available to Research Assistants/Teaching Assistants due to the way in which they are appointed semester to semester.)
- D. Spaces are provided in the Flint Ave. Parking Facility for faculty, staff and students. Both reserved and area reserved permits are provided for faculty and staff on a limited basis. A limited number of student permits are available on a first-come first-served basis. Garage reserved and area reserved parking is reserved from 7:30 A.M. Monday to 5:30 P.M. Friday, unless otherwise indicated.

Oversized vehicles which cannot park in the garage without impeding the flow of traffic or affecting the ability of vehicles to park near them will be assigned to other lots as determined by the Managing Director of University Parking Services.

- E. Residence hall lots are reserved for respective residence hall parking permit holders from 7:30am Monday through 5:30pm Friday, unless otherwise posted.
1. Non-transferable permits will be issued for residence halls parking lots.
 2. The owner of a residence hall parking permit should use the commuter lots when space is not available in the residence hall parking lot.
 3. Motor vehicles which cannot be accommodated in the residence halls lot will be assigned to the commuter lots until the residence hall lot has available space. Oversized vehicles which cannot park in residence hall lots without impeding the flow of traffic or affecting the ability of vehicles to park near them will be assigned to the commuter lots as determined by the Managing Director of University Parking Services.
 4. A student changing residence halls or moving off campus must exchange his permit at University Parking Services.
 5. Residence hall permits are issued to individuals and OWNERSHIP is not transferable. Use of a residence hall permit by anyone other than the individual to whom it was issued is not permitted. Violation of this regulation may result in ticketing, impoundment, and loss of all vehicle registration privileges on campus, including parking, for the academic year for all parties involved.
- F. Commuter permits will be issued for motor vehicles belonging to students residing off campus.
1. Non-transferable permits will be issued to commuters.
 2. Commuter permits are issued to individuals and OWNERSHIP is not transferable. Use of a commuter permit by anyone other than the individual to whom it was issued is not permitted. Violation of this regulation may result in ticketing, impoundment, and loss of all vehicle registration privileges on campus, including parking, for the academic year for all parties involved.
 3. There are three classes of commuter parking:
 - a. Commuter North (Red Lot) includes the C1 and C2 lots and a portion of the C3 and C4 lots.
 - i. In addition to these lots, this permit is also honored in satellite parking and certain designated commuter areas at the Health Sciences Center.
 - ii. Red Lot permits may also park in any west commuter lot after 2:30P.M.
 - iii. When not in use for programs and events, the C1 lot, which is leased from the City of Lubbock, will be available with the exception of the area directly south of the Auditorium and north of the Coliseum which is marked as reserved for the Auditorium/Coliseum.
 - iv. Commuter parking east of Jones Stadium in the C2 lot excludes that area marked as reserved. The use of the 24-hour reserved area requires a valid permit and an "A" permit which can only be authorized by the Athletics Department.
 - v. On days of home football games, parking lots in the vicinity of Jones SBC Stadium are reserved for game day football parking permit holders. **VEHICLES PARKED IN THESE LOTS NOT DISPLAYING A VALID GAMEDAY FOOTBALL PARKING PERMIT MAY BE TOWED AT THE VIOLATOR'S EXPENSE.**
 - vi. On days of home baseball games, the C3 lot west of Dan Law Field is reserved for game day baseball parking permit holders. **VEHICLES PARKED IN THESE LOTS NOT DISPLAYING A VALID GAMEDAY BASEBALL PARKING PERMIT MAY BE TOWED AT THE VIOLATOR'S EXPENSE.**
 - b. Commuter West (Blue Lot) includes the C10, C11, C12, C13, C14, C15, C16 and C17 lots located north and west of the United Spirit Arena, as well as certain spaces in the R18 lot.
 - i. In addition to these lots, this permit is also honored in satellite parking and certain designated commuter areas at the Health Sciences Center.
 - ii. Blue Lot permits may park in any north commuter lot after 2:30P.M.
 - iii. Parking in the commuter lots adjacent to the United Spirit Arena is prohibited on days of home basketball games beginning four hours prior to game time (this includes all lots west of Indiana Avenue). This area is reserved for holders of special Athletics

**basketball parking permits. VEHICLES PARKED IN THESE LOTS NOT
DISPLAYING A SPECIAL ATHLETICS BASKETBALL PARKING PERMIT MAY BE
TOWED AT THE VIOLATOR'S EXPENSE.**

- c. Commuter Satellite (Green Lot) includes the S1 and S2 lots located at 10th Street and Texas Tech Parkway and the International Cultural Center.
 - i. Off-campus students who cannot be accommodated in the north or west commuter parking lots will be assigned to the satellite lots until the commuter lots have available space. Satellite permits will be honored in the commuter lots after 2:30P.M.
 - d. Bus service will be available from the commuter lots to the main campus. More information on bus routes can be obtained on the Citibus website at www.citibus.com.
 - e. Only HSC commuter students may register their vehicles at the HSC Traffic and Parking Office.
- G. Persons with disabilities may be issued disability access registration permits designed to assist them in campus mobility. Parking in spaces reserved for persons with disabilities requires the correct registration permit and the appropriate state issued placard or license plate. General rules for vehicle registration still apply; refer to Section V.A. in the main section of the Regulations. Vehicles displaying valid disability permits must park in designated disability spaces. If all disability spaces in a lot are taken, the vehicle may be parked only in the following areas, which are listed in priority order:
- 1. Visitor space
 - 2. Time limit space
 - 3. Area Reserved space
- H. Motorcycle permits allow parking of motorcycles or mopeds in designated two-wheel areas. Permits must be permanently affixed to the top of the front headlight, front fender, or shock absorbers. Motorcycles are not permitted on the interior of the campus unless registered by a faculty or staff member who parks in a reserved or area reserved parking space. Mopeds and motorcycles may not park in bicycle racks. All motorcycle permits expire in May.
- I. Temporary registration permits will be issued for the fee indicated in the current fee schedule. Temporary permits are not refundable. Certain daily temporary permits, which may be purchased in advance, are available for the fee indicated in the current fee schedule.
- J. Students attending summer school who have a valid summer school registration permit may utilize residence hall and commuter parking lots.
- K. The University provides a bus service to assist persons with their on-campus transportation needs. Bus service is provided Monday through Friday between the hours of 7:10 A.M. and 3:00 A.M. during the fall and spring semesters (when school is in session). Limited service is available on the weekends. One of the buses is lift-equipped to accommodate persons with disabilities. Additional information is available in the Student Government Association office or the Citibus website at www.citibus.com.
- L. Certain lots are controlled by permit until 8:00 P.M.; for those who don't already have a permit, an hourly pass is available at an adjacent pay station. Texas Tech permits are not honored in these areas prior to 5:30 P.M. Signage should be carefully observed, as some spaces remain reserved after 5:30 P.M. Park and Pay spaces will be managed according to TTU OP78.06.

XII. Visitor and Time Limit

- A. Visitors are welcome to the campus and special parking areas are set aside for them. Visitor passes are required throughout the University campus during the hours of 7:30 A.M. to 8:00 P.M., Monday through Friday, excluding University holidays. Visitor passes may be obtained at any entry station.
 - 1. Visitors' motor vehicles parked in areas not designated for visitor parking are subject to receiving a campus citation and being impounded at the owner's expense.
 - 2. Use of outdated or altered visitor passes is prohibited.

3. There are charges for parking in visitor areas. Notification will be posted at the entrances to these lots. The fee for parking in these lots can be found in the current *Parking Fees and Refunds Schedule*.
 4. Departments wishing to purchase parking for visitors to campus may do so by contacting the Manager of Event and Guest Relations at University Parking Services to obtain a pre-paid parking pass.
- B. Designated time limit parking areas are enforced from 7:30 A.M. to 5:30 P.M., Monday through Friday, unless otherwise posted.

XIII. Service and Vendor Vehicle Parking

It is recognized that university and contractor/vendor vehicles are required to transport personnel and materials to work sites on the campus. While it is not the intent of these regulations to hinder workers in the performance of their duties, property damage and unsafe conditions frequently occur on campus as a result of drivers ignoring parking regulations. Service and contractor/vendor motor vehicles found to be blocking a street or creating a hazard may be cited and impounded.

A. Service Vehicle Parking

Small utility vehicles operated on campus must comply with University OP 80.07 "Vehicle Fleet Management Program". Designated service vehicle parking areas are enforced 24 hours, daily, unless otherwise posted.

1. Movement of heavy equipment and supplies to buildings will be accomplished from the street or service drive, if possible. If not possible, the individual responsible for moving, loading, hauling, etc., will contact the Grounds Maintenance Department to obtain routing information to ensure protection of lawns, sidewalks, bricked areas, ramps, sprinkler systems, etc.
2. Parking partially in the street and partially on a walk/curb is prohibited. Vehicles will be parked parallel and adjacent to the curb if street parking is necessary.
3. Damage resulting from vehicles traversing lawns, sidewalks, bricked areas, etc., will be repaired by Grounds Maintenance. All repair costs will be charged to the university department or vendor/ contractor responsible for such damage if circumstances warrant.
4. Blocking doorways, sidewalks, disability access, and fire lanes is prohibited.
5. University service vehicles may be parked only in the following areas, which are listed in priority order:
 - a. Service area/drive (must be used if the building has one)
 - b. Time limit space
 - c. Visitor space
 - d. On-street where not bicycle lane is present (coordination with parking enforcement required)

B. Vendor Parking

Vendor vehicles and delivery vehicles will be directed to the appropriate service area or drive by entry station or parking enforcement personnel. Vendor vehicles may be parked only in the following areas which are listed in priority order (depending on the access granted by the permit):

1. Service area or service drive MUST be used if the building has one.
2. Time limit space
3. Visitor space
4. On-street parking where no bicycle lane is present.

C. Construction Contractor Parking

1. Parking space for construction contractor vehicles will be designated by the Managing Director of University Parking Services or by the contracting department (i.e., Building Maintenance, Grounds Maintenance, etc.) on the University campus.
2. Construction contractor vehicles will display a permit, issued by University Parking Services, on each vehicle which is parked on University property.



TEXAS TECH UNIVERSITY

University Parking Services

2009 - 2010 Parking Fees and Refunds - Texas Tech University

Faculty/Staff			Cost	Monthly Deduction	Semi-monthly Deduction
Surface Reserved Space	12 mo		\$744.00	\$62.00	\$31.00
			\$705.00	\$58.75	\$29.38
Surface Area Reserved	12 mo		\$216.00	\$18.00	\$9.00
			\$205.00	\$17.08	\$8.54
Garage Reserved Space	12 mo		\$960.00	\$80.00	\$40.00
			\$910.00	\$75.83	\$37.92
Garage Area Reserved	12 mo		\$432.00	\$36.00	\$18.00
			\$410.00	\$34.17	\$17.08
Commuter	12 mo		\$173.00	\$14.40	\$7.20
			\$164.00	\$13.67	\$6.83
Satellite	12 mo		\$104.00	\$8.66	\$4.33
			\$99.00	\$8.25	\$4.13

Student			Cost		
Residence Hall	9 mo		\$195.00		
			\$184.50		
Garage	9 mo		\$390.00		
			\$369.00		
Commuter North/West	9 mo		\$108.00		
			\$102.50		
Commuter Satellite	9 mo		\$39.00		
			\$37.50		
Motorcycle	9 mo		\$72.00		
			\$68.33		
Summer Surface	3 mo		\$65.00		
			\$61.50		
Summer Garage	3 mo		\$130.00		
			\$123.00		

Park & Pay			Cost		
Surface	hourly		\$1.25		
Garage	hourly		\$1.25		



TEXAS TECH UNIVERSITY

University Parking Services

2009 - 2010 Parking Fees and Refunds - Texas Tech University

Replacement Permits			
Non-transferrable*	1st-2nd Occurrence		No Charge \$2.00
Non-transferrable*	Other Occurrences		\$5.00 \$2.00
Transferrable	1st Occurrence		No Charge \$5.00
Transferrable	Other Occurrences		\$10.00
	2nd Occurrence	-	\$10.00
	Other Occurrences	-	Full Price

Temporary Permits			
Surface Lot	Daily	\$3.00 \$2.00	Weekly \$6.00 \$5.00
	Garage Area	Daily \$6.00 \$5.00	Weekly \$12.00 \$10.00
Permit Refunds			
Prorated Weekly based on start and end of term			
Prorated Monthly on the 15th			

* With identifiable remnants

XVII. Parking Fees and Refunds - Texas Tech University Health Sciences Center

2009-2010 Rates Through	Faculty/Staff Reserved Space		Faculty/Staff Area Reserved		Two-Wheeler	
	12 months		12 months		12 months	
	Cost	Refund	Cost	Refund	Cost	Refund
Sep. 30	\$264.00 \$240.00 242.00	\$237.00 \$215.00 215.00	\$132.00 \$120.00 121.00	\$116.00 \$105.00 95.00	\$32.40 \$30.00 29.70	\$24.70 \$22.50 22.00
Oct. 31	220.00 220.00 220.00	195.00 193.00 193.00	110.00 110.00 110.00	105.00 94.00 94.00	27.50 27.00 27.00	20.00 19.30 19.30
Nov. 30	200.00 198.00 198.00	175.00 171.00 171.00	100.00 99.00 99.00	85.00 83.00 83.00	25.00 24.30 24.30	17.50 16.60 16.60
Dec. 31	180.00 176.00 176.00	155.00 149.00 149.00	90.00 88.00 88.00	75.00 72.00 72.00	22.50 21.60 21.60	15.00 13.90 13.90
Jan. 31	160.00 154.00 154.00	135.00 127.00 127.00	80.00 77.00 77.00	65.00 61.00 61.00	20.00 18.90 18.90	12.50 11.20 11.20
Feb. 28	140.00 132.00 132.00	115.00 105.00 105.00	70.00 66.00 66.00	55.00 50.00 50.00	17.50 16.20 16.20	10.00 8.50 8.50
Mar. 31	120.00 110.00 110.00	95.00 83.00 83.00	60.00 55.00 55.00	45.00 39.00 39.00	15.00 13.50 13.50	7.50 5.80 5.80
Apr. 30	100.00 88.00 88.00	75.00 61.00 61.00	50.00 44.00 44.00	35.00 28.00 28.00	12.50 10.80 10.80	5.00 3.10 3.10
May 31	80.00 66.00 66.00	55.00 39.00 39.00	40.00 33.00 33.00	25.00 17.00 17.00	10.00 8.10 8.10	2.50 0.00 0.00
Jun. 30	60.00 44.00 44.00	35.00 17.00 17.00	30.00 22.00 22.00	15.00 6.00 6.00	7.50 5.40 5.40	0.00 0.00 0.00
Jul. 31	40.00 22.00 22.00	15.00 0.00 0.00	20.00 11.00 11.00	5.00 0.00 0.00	5.00 2.70 2.70	0.00 0.00 0.00
Aug. 31	20.00 0.00 0.00	0.00 0.00 0.00	10.00 0.00 0.00	0.00 0.00 0.00	2.50 0.00 0.00	0.00 0.00 0.00

2009-2010 Rates Through	Commuter		Commuter		Extended Commuter	
	12 months		9 months		14 months	
	Cost	Refund	Cost	Refund	Cost	Refund
Jul. 31					\$105.00 \$98.00 97.50	\$92.50 \$86.00 85.00
Aug. 31					91.00 90.00 90.00	79.00 77.50 77.50
Sep. 30	\$90.00 \$84.00 82.50	\$77.50 \$72.00 70.00	\$67.50 \$63.00 60.00	\$55.00 \$51.00 47.50	84.00 84.00 82.50	72.00 72.00 70.00
Oct. 31	77.00 75.00 75.00	65.00 62.50 62.50	56.00 52.50 52.50	44.00 40.00 40.00	77.00 75.00 75.00	65.00 62.50 62.50
Nov. 30	70.00 67.50 67.50	58.00 55.00 55.00	49.00 45.00 45.00	37.00 32.50 32.50	70.00 67.50 67.50	58.00 55.00 55.00
Dec. 31	63.00 60.00 60.00	51.00 47.50 47.50	42.00 37.50 37.50	30.00 25.00 25.00	63.00 60.00 60.00	51.00 47.50 47.50
Jan. 31	56.00 52.50 52.50	44.00 40.00 40.00	35.00 30.00 30.00	23.00 17.50 17.50	56.00 52.50 52.50	44.00 40.00 40.00
Feb. 28	49.00 45.00 45.00	37.00 32.50 32.50	28.00 22.50 22.50	16.00 10.00 10.00	49.00 45.00 45.00	37.00 32.50 32.50
Mar. 31	42.00 37.50 37.50	30.00 25.00 25.00	21.00 15.00 15.00	9.00 2.50 2.50	42.00 37.50 37.50	30.00 25.00 25.00
Apr. 30	35.00 30.00 30.00	23.00 17.50 17.50	14.00 7.50 7.50	2.00 0.00 0.00	35.00 30.00 30.00	23.00 17.50 17.50
May 31	28.00 22.50 22.50	16.00 10.00 10.00	7.00 0.00 0.00	0.00 0.00 0.00	28.00 22.50 22.50	16.00 10.00 10.00
Jun. 30	21.00 15.00 15.00	9.00 2.50 2.50			21.00 15.00 15.00	9.00 2.50 2.50
Jul. 31	14.00 7.50 7.50	2.00 0.00 0.00			14.00 7.50 7.50	2.00 0.00 0.00
Aug. 31	7.00 0.00 0.00	0.00 0.00 0.00			7.00 0.00 0.00	0.00 0.00 0.00

Refunds are based on the schedule.

Refunds will not be given unless identifiable remnants of the permit (s) are presented at the time of the refund request.

Additional Permits (after two)	\$2.00
Replacement Permits w/identifiable remnants	
Non-transferable permit (w/identifiable remnants)	\$2.00
Transferable permit – 1 st Replacement	\$5.00
Transferable permit – 2 nd Replacement	\$10.00
Temporary Permits (Non-Refundable)	
Commuter Area Parking per Week	\$2.00
Faculty/Staff Area Parking per Week	\$3.00
Reserved Space per Week	\$6.00

**PLAN DOCUMENT
FOR THE
TEXAS TECH UNIVERSITY SYSTEM
TAX-DEFERRED ACCOUNT PROGRAM
(Voluntary 403(b) Program)**

THIS PLAN DOCUMENT COVERS THE FOLLOWING TEXAS TECH ENTITIES:

**TEXAS TECH UNIVERSITY SYSTEM ADMINISTRATION
TEXAS TECH UNIVERSITY
AND
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER**

**TEXAS TECH UNIVERSITY SYSTEM
HUMAN RESOURCE SERVICES
TEXAS TECH UNIVERSITY
DRANE HALL, RM 160
PO BOX 41093
LUBBOCK, TEXAS 79409-1093**

TEXAS TECH UNIVERSITY SYSTEM TAX-DEFERRED ACCOUNT PROGRAM

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Introduction

The Texas Tech University System Tax-Deferred Account (TDA) Program is authorized under Section 403(b) of the Internal Revenue Code. The TDA program is a governmental 403(b) plan and is not covered by the Employee Retirement Income Security Act of 1974 (ERISA).

Section 1 - Definitions

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 **"Account"**: The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.2 **"Account Balance"**: The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the Participant's Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

1.3 **"Administrator"**: Human Resource Services for Texas Tech University.

1.4 **"Annuity Contract"**: A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in the state of Texas and that includes payment in the form of an annuity.

1.5 **"Beneficiary"**: The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

1.6 **"Custodial Account"**: The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

1.7 **"Code"**: The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.8 **"Compensation"**: All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services

to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan).

1.9 **"Disabled"**: The definition of disability provided in the applicable Individual Agreement.

1.10 **"Elective Deferral"**: The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.

1.11 **"Employee"**: Each individual, whether appointed or elected, who is a common law employee of the Employer performing services as an employee of the Employer. This definition is not applicable unless the employee's compensation for performing services for a public education institution is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

1.12 **"Employer"**: Texas Tech University System to include Texas Tech University System Administration, Texas Tech University, and Texas Tech University Health Sciences Center.

1.13 **"Funding Vehicles "**: The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan offered through a Vendor.

1.14 **"Includible Compensation"**: An Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$200,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws. Pursuant to Reg. Section 1.415-2(e)(4) of the Income Tax Regulations, Includible Compensation will include payments made to an individual who does not currently perform services for the Employer by reason of qualified military service (as defined in Section 414(u)(5) of the Code) to the extent those payments do not exceed the amount the individual would have received if the individual had continued to perform services for the Employer rather than enter qualified military service.

1.15 **"Individual Agreement"**: The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

1.16 **"Participant"**: An individual for whom Elective Deferrals (or Roth 403(b) Contributions) are currently being made, or for whom Elective Deferrals (or Roth 403(b)

Contributions) have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.

1.17 "**Plan**": Texas Tech University System Tax-Deferred Account (TDA) Program.

1.18 "**Plan year**": The calendar year.

1.19 "**Related Employer**": The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

1.20 "**Severance from Employment**": For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of the public education institution, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not the public education institution or in a capacity that is not employment with the public education institution (e.g., ceasing to be an employee performing services for the public education institution but continuing to work for the same State or local government employer).

1.21 "**Vendor**": The provider of an Annuity Contract or Custodial Account as identified in Appendix A, B and C.

1.22 "**Valuation Date**": Each business day of the Plan Year.

Section 2 - Participation and Contributions

2.1 **Eligibility.** Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals or Roth 403(b) Contributions, in accordance with Section 10, made on his or her behalf hereunder immediately upon becoming employed by the Employer.

2.2 **Compensation Reduction Election.** An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral and/or Roth 403(b) Contributions, in accordance with Section 10, on his or her behalf) and filing it with the Administrator or designate. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than \$200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals (and/or Roth 403(b) Contributions) are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. All Elective Deferrals shall be made on a pre-tax basis. All Roth 403(b) Contributions shall be

made in accordance with the terms in Section 10. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the Employee's election.

2.3 Information Provided by the Employee. Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

2.4 Change in Elective Deferrals Election. Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals (and/or Roth 403(b) Contributions), his or her investment direction, and/or his or her designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor.

2.5 Contributions Made Promptly. Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within 15 business day following the end of the month in which the amount would otherwise have been paid to the Participant.

2.6 Leave of Absence. Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals (and/or Roth 403(b) Contributions) under the Plan shall continue to the extent that Compensation continues.

Section 3 - Limitations on Amounts Deferred

3.1 Basic Annual Limitation. Except as provided in Sections 3.2 and 3.3, the maximum amount of the Elective Deferral (and/or Roth 403(b) Contributions to the extent permitted under Section 10) under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is \$16,500 for 2009, and is adjusted for cost-of-living after 2009 to the extent provided under section 415(d) of the Code.

3.2 Special Section 403(b) Catch-up Limitation for Employees with 15 Years of Service. Because the Employer is a qualified organization (within the meaning of § 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the applicable dollar amount under Section 3.1 for any "qualified employee" is increased (to the extent provided in the Individual Agreements) by the least of:

- (a) \$3,000;
- (b) The excess of:
 - (1) \$15,000, over
 - (2) The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or
- (c) The excess of:

- (1) \$5,000 multiplied by the number of years of service of the employee with the qualified organization, over
- (2) The total Elective Deferrals and, if applicable, Roth 403(b) Contributions made for the Employee by the qualified organization for prior years.

For purposes of this Section 3.2, a “qualified employee” means an employee who has completed at least 15 years of service taking into account only employment with the Employer.

3.3 Age 50 Catch-up Elective Deferral Contributions. An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals (and/or Roth 403(b) Contributions), up to the maximum age 50 catch-up Elective Deferrals (or Roth 403(b) Contributions) for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is \$5,500 for 2009, and is adjusted for cost-of-living thereafter to the extent provided under the Code.

3.4 Coordination. Amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under Section 3.2 and next as an age 50 catch-up contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals (or Roth 403(b) Contributions) for a year be more than the Participant’s Compensation for the year.

3.5 Special Rule for a Participant Covered by Another Section 403(b) Plan. For purposes of this Section 3, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 3. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 3.2 only if the other plan is a § 403(b) plan.

3.6 Correction of Excess Elective Deferrals. If the Elective Deferral (or Roth 403(b) Contributions) on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferrals (and/or Roth 403(b) Contributions) on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the Employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral (and to the extent applicable, Roth 403(b) Contributions), to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant. Excess Deferrals (and, if applicable, Roth 403(b) Contributions) will be distributed to the Participant, with allocable net income, no later than April 15 of the following taxable year or otherwise in accordance with Section 402(g) of the Code.

3.7 Protection of Persons Who Serve in a Uniformed Service. An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

Section 4 - Loans

4.1 Loans. Loans shall be permitted under the Plan to the extent permitted by the Individual Agreements with Vendors listed in Appendix A and B controlling the Account assets from which the loan is made and by which the loan will be secured.

4.2 Information Coordination Concerning Loans. Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 4.3, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

4.3 Maximum Loan Amount. No loan to a Participant under the Plan may exceed the lesser of:

(a) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator or designate (not taking into account any payments made during such one-year period); or

(b) one half of the value of the Participant's vested Account Balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator or designate).

For purposes of this Section 4.3, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest

under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

Section 5 - Benefit Distributions

5.1 Benefit Distributions At Severance from Employment or Other Distribution Event. Except as permitted under Section 3.6 (relating to excess Elective Deferrals), Section 5.3 (relating to withdrawals of amounts rolled over into the Plan), Section 5.4 (relating to hardship), or Section 8.3 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59½. Notwithstanding the foregoing and in accordance with the terms of the Individual Agreements, the withdrawal restrictions do not apply to Elective Deferrals and corresponding earnings made to an Annuity Contract as of December 31, 1988 to the extent that such amounts can be identified by the Vendor. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

5.2 Minimum Distributions. Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of § 1.408-8 of the Income Tax Regulations, except as provided in § 1.403(b)-6(e) of the Income Tax Regulations.

5.3 In-Service Distributions from a Rollover Account. If a Participant has a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

5.4 Hardship Withdrawals. (a) Hardship withdrawals shall be permitted under the Plan in accordance with the financial need safe harbor rules described in Section 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations to the extent permitted by the Individual Agreements with Vendors listed in Appendix A and B controlling the Account assets to be withdrawn to satisfy the hardship. If applicable under an Individual Agreement, no Elective Deferrals (or Roth 403(b) Contributions) shall be allowed under the Plan during the 6-month period beginning on the date the Participant receives a distribution on account of hardship.

(b) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to § 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations), the Vendor notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant's right to make Elective Deferrals (or Roth 403(b) Contributions) under the Plan.

(c) An Individual Agreement may make distributions to a Participant for expenses described in Section 1.401(k)-1(d)(3)(iii)(B)(1), (3), or (5) of the Income Tax Regulations for a primary Beneficiary. For this purpose, a “primary Beneficiary” is an individual who is named as a Beneficiary and has an unconditional right to all or a portion of the Account balance upon the death of the Participant.

5.5 Rollover Distributions. (a) A Participant or the Beneficiary of a deceased Participant (or a Participant’s spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant’s death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).

(b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

(c) A Participant or a spouse who is the designated Beneficiary of the Participant may elect to roll over amounts in accordance with Section 408A(e) of the Code directly to a Roth IRA.

Section 6 - Rollovers to the Plan and Transfers

6.1 Eligible Rollover Contributions to the Plan.

(a) **Eligible Rollover Contributions.** To the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. However, in no event does the Plan accept a rollover contribution from a Roth IRA described in section 408A of the Code.

(b) **Eligible Rollover Distribution.** For purposes of Section 6.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant’s benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the Employee, (3) for any other distribution, the portion, if any, of the distribution that is a required minimum

distribution under section 401(a)(9) of the Code, (4) corrective distributions of excess contributions under a qualified cash or deferred arrangement described in Section 1.401(k)-2(b)(2) of the Income Tax Regulations and excess aggregate contributions described in section 1.401(m)-2(b)(2) of the Income Tax Regulations, together with the income allocable to these distributions, or (5) loans that are treated as deemed distributions pursuant to Section 72(p) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

(c) **Separate Accounts.** Unless otherwise provided by the terms of the applicable Individual Agreements, Vendors shall provide separate accounting for any eligible rollover distribution paid to the Plan.

6.2 Plan-to-Plan Transfers to the Plan. (a) At the direction of the Employer, for a class of Employees who are participants or beneficiaries in another plan under section 403(b) of the Code, the Administrator may permit a transfer of assets to the Plan in this Section 6.2. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's entire interest therein to the Plan and the Participant is an Employee or former Employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

(b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer in accordance with Section 1.414(l)(1) of the Code.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.

6.3 Plan-to-Plan Transfers from the Plan. (a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is

permitted under this Section 6.3(a) only if the Participants or Beneficiaries are Employees or former Employees of the Employer (or the business of the Employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(b) The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 6.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.3 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to § 1.403(b)-10(b)(3) of the Income Tax Regulations.

6.4 Contract and Custodial Account Exchanges. A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan as identified in Appendix A as an authorized vendor, subject to the terms of the Individual Agreements. However, an investment change that includes an investment with a Vendor that is not identified in Appendix A as an authorized vendor is not permitted.

6.5 Permissive Service Credit Transfers.

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.5(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 6.5(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

(c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in

the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

Section 7 - Investment of Contributions

7.1 Manner of Investment. All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

7.2 Investment of Contributions. Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity Contracts and Custodial Accounts may be made to the extent provided in Section 6.4 of the Plan, the Individual Agreements and permitted under applicable Income Tax Regulations.

7.3 Current and Former Vendors. The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan as appendices. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals (or Roth 403(b) Contributions) under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals (or Roth 403(b) Contributions) under the Plan and a Vendor holding assets under the Plan in accordance with Section 6.2 or 6.4), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Section 8 - Amendment and Plan Termination

8.1 Termination of Contributions. The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

8.2 Amendment and Termination. The Employer reserves the authority to amend or terminate this Plan at any time.

8.3 Distribution upon Termination of the Plan. The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed as soon as administratively practicable under the Plan, provided that the Employer and any Related Employer on the date of termination

do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

Section 9 - Miscellaneous

9.1 Non-Assignability. Except as provided in Section 9.2 and 9.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

9.2 Domestic Relation Orders. Notwithstanding Section 9.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

9.3 IRS Levy. Notwithstanding Section 9.1, if a Participant or Beneficiary is entitled to a distribution in accordance with Section 5, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

9.4 Tax Withholding. Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals (and, if applicable, Roth 403(b) Contributions), which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

9.5 Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

9.6 Mistaken Contributions. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

9.7 Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer's or the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

9.8 Incorporation of Individual Agreements. The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.

9.9 Governing Law. The Plan will be construed, administered and enforced according to the Code and the laws of the state of Texas.

9.10 Headings. Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

9.11 Gender. Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

Section 10 – Roth 403(b) Contributions

10.1 Definitions

- (a) "Roth 403(b) Contributions" means contributions that are:
- (1) made by the Employer to the Plan pursuant to a Compensation reduction agreement entered into by a Participant, which qualifies as a "designated Roth contribution" within the meaning of the Code Section 402A;
 - (2) irrevocably designated by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the Elective Deferrals the Participant is otherwise eligible to make under the Plan; and

- (3) treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

(b) "Roth 403(b) Contributions Account" means the account established and maintained by the Administrator for each Participant with respect to his total interest (including earnings and losses attributable thereon) under the Plan resulting from Roth 403(b) Contributions.

10.2 Roth 403(b) Contributions. For each Plan Year, each Participant may elect to make Roth 403(b) Contributions to the Plan up to the applicable limit under Code Section 402(g) and as aggregated with Elective Deferrals as described in Section 3.1, 3.2, and 3.3, and subject to any limitations imposed under applicable law or under any applicable collective bargaining agreement. Such contributions will be allocated to the Participant's Roth 403(b) Contributions Account.

10.3 Distribution of Roth 403(b) Contributions. (a) Qualified Distributions: Distributions from a Roth 403(b) Contributions Account will be tax-free for federal income tax purposes if:

- (1) The amounts are held for a 5-year holding period, measured from the first year that the initial Roth 403(b) Contribution was made on behalf of the Participant to a Roth 403(b) Contributions Account, and
- (2) The distribution is due to a Participant's attainment of age 59 ½, death, or in the event of the Participant's becoming Disabled.

(b) Non-qualified Distributions: Amounts distributed from a Roth 403(b) Contributions Account that are not considered "Qualified Distributions" as defined in Section 10.3(a), may be distributed from a Roth 403(b) Contributions Account subject to the distribution rules applicable to Elective Deferrals as described in Section 5.1. Such nonqualified distributions shall be subject to federal income tax to the extent that the amount distributed exceeds the value of the Roth 403(b) Contributions.

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed this ____ day of _____, _____.

Employer: Texas Tech University System

By: _____

Title: _____

Date signed: _____

Effective Date of the Plan: _____

Appendix A

Vendors authorized to receive Contributions, Exchanges, and Transfers under the Plan:

Name of Organization

AIG Retirement
Commonwealth Annuity
Educators Money
Fidelity Investments
ING Financial Services
Lincoln Financial Group
Metlife Resources
RS Group Trust Co.
TIAA-CREF

Appendix B

Vendors authorized to receive Contributions from current participants, but are not permitted to receive Exchanges or Transfers under the Plan:

Name of Organization

American Century
Ameriprise Financial Services
AXA Equitable
Great American Life Insurance Co.
Great-West Life Insurance Co.
Metlife Citistreet
Metlife Investors
Metlife Connecticut
Security Benefit Life
Thrivent Financial for Lutherans
USAA Investments
USAA Life Insurance

Appendix C

Vendors authorized to hold account balances, but are not permitted to receive Contributions, Exchanges, or Transfers under the Plan.

Name of Organization

Allianz Life
American Funds
Aviva Life
Delta Life
Evergreen Funds
General American Life
Horace Mann Life Insurance Co.
Jefferson Pilot
Mass Mutual Life
Merrill Lynch
MG Trust
Nationwide Life Insurance
New England Life
New York Life
Northwestern Mutual Life
PFS Investments
Plan Member Services
Prudential Insurance
Southern Farm Bureau
State Farm Insurance
T. Rowe Price
Valley Forge
Van Kampen Investments
Waddell & Reed

**PLAN DOCUMENT
FOR THE
TEXAS TECH UNIVERSITY SYSTEM
OPTIONAL RETIREMENT PROGRAM
(403(b) Program)**

THIS PLAN DOCUMENT COVERS THE FOLLOWING TEXAS TECH ENTITIES:

**TEXAS TECH UNIVERSITY SYSTEM ADMINISTRATION
TEXAS TECH UNIVERSITY
AND
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER**

**TEXAS TECH UNIVERSITY SYSTEM
HUMAN RESOURCE SERVICES
TEXAS TECH UNIVERSITY
DRANE HALL, RM 160
PO BOX 41093
LUBBOCK, TEXAS 79409-1093**

TEXAS TECH UNIVERSITY SYSTEM OPTIONAL RETIREMENT PROGRAM

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Introduction

The Texas Tech University System Optional Retirement Program (ORP) is authorized under Chapter 830, Title 8 of the Texas Government Code and Section 403(b) of the Internal Revenue Code. The Optional Retirement Program is a governmental 403(b) plan and is not covered by the Employee Retirement Income Security Act of 1974 (ERISA).

Section 1 - Definition of Terms Used

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 **"Account"**: The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account including the Participant's Deferral Account and Employer Contributions Account.

1.2 **"Account Balance"**: The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the Participant's Deferrals, any Employer contributions, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

1.3 **"Administrator"**: Human Resource Services for Texas Tech University.

1.4 **"Annuity Contract"**: A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in Texas and that includes payment in the form of an annuity.

1.5 **"Beneficiary"**: The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

1.6 **"Custodial Account"**: The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

1.7 **"Code"**: The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.8 **"Chapter 25"**: The Texas Higher Education Coordinating Board's established rules for uniformity in administration of the Texas Optional Retirement Program as directed by Chapter 830, Title 8 of the Texas Government Code.

1.9 **"Compensation"**: All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code.

1.10 **"Disabled"**: The definition of disability provided in the applicable Individual Agreement.

1.11 **"Deferral"**: The Employer contributions made to the Plan for the Participant in lieu of receiving cash compensation. Deferrals are limited to pre-tax salary reduction contributions.

1.12 **"Deferral Account"**: The account established and maintained by the Administrator for each Participant with respect to Deferrals (including any earnings or losses attributable thereon) under the Plan resulting from Deferrals.

1.13 **"Employee"**: Each individual, whether appointed or elected, who is a common law employee of the Employer performing services as an employee of the Employer. This definition is not applicable unless the employee's compensation for performing services for a public education institution is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a public education institution unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

1.14 **"Employer"**: Texas Tech University System to include Texas Tech University System Administration, Texas Tech University, and Texas Tech University Health Sciences Center.

1.15 **"Funding Vehicles "**: The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan offered through a Vendor.

1.16 **"Includible Compensation"**: An Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but increased (up to the dollar maximum unless the Employee participated in Texas ORP prior to September 1, 1996 for which no maximum applies) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code or including any Deferral under the Plan. The amount of Includible Compensation is determined without regard to any community property laws. Pursuant to Reg. Section 1.415-2(e)(4) of the Income Tax Regulations, Includible Compensation will include payments made to an individual who does not currently perform services for the Employer by reason of qualified military service (as defined in Section 414(u)(5) of the Code) to the extent those payments do not exceed the amount the individual would have received if the individual had continued to perform services for the Employer rather than enter qualified military service. Employer Contributions pursuant to Section shall be subject to a maximum of \$200,000 (or such higher maximum as may apply under Section 401(a)(17) of the code) unless the Employee participated in Texas ORP prior to September 1, 1996 for which no maximum applies.

1.17 **"Individual Agreement"**: The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

1.18 **"Participant"**: An individual for whom Deferrals are currently being made, or for whom Deferrals have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.

1.19 **"Plan"**: Texas Tech University System Optional Retirement Program (ORP).

1.20 **"Plan Year"**: September 1st through August 31st.

1.21 **"Related Employer"**: The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

1.22 **"Severance from Employment"**: For purpose of the Plan, Severance from Employment means Severance from all Texas public institutions of higher learning.

1.23 **"Vendor"**: The provider of an Annuity Contract or Custodial Account as identified in Appendix A, B, and C.

1.24 **"Valuation Date"**: Each business day of the Plan Year.

Section 2 - Participation and Contributions

2.1 **Eligibility**. Each eligible Employee as defined in Chapter 25 (Section 25.4 Eligibility to Elect ORP) who chose participation as described in Chapter 25 (Section 25.4 Eligibility to Elect ORP) in the Texas ORP in lieu of active membership in the Teacher Retirement System (TRS) of Texas shall participate in the Plan and have mandatory Deferrals made on his or her behalf hereunder immediately upon choosing ORP participation.

2.2 **Compensation Reduction**. An eligible Employee elects to become a Participant by choosing participation in ORP in lieu of TRS and executing an agreement to reduce his or her Compensation by the amount required at the time by the Texas Legislature (currently 6.65%) and filing it with the Administrator. This Compensation reduction shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The agreement shall also include designation of the Funding Vehicles and Accounts therein to which Deferrals are to be made and a designation of Beneficiary. The reduction shall remain in effect unless the Participant changes to an ineligible position prior to the end of the vesting period in accordance with the terms in Section 8. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. All Deferrals shall be made on a pre-tax basis. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the Employee's selection of ORP in accordance of the rules established in Chapter 25 of the Texas Higher Education Coordinating Board.

2.3 Information Provided by the Employee. Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

2.4 Contributions Made Promptly. Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within three business days following legal availability in which the amount would otherwise have been paid to the Participant.

2.5 Leave of Absence. If an Employee is absent from work by leave of absence, Deferrals under the Plan shall continue to the extent that Compensation continues.

2.6 Protection of Persons Who Serve in a Uniformed Service. An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

Section 3 - Benefit Distributions

3.1 Benefit Distributions At Severance from Employment or Other Distribution Event. Distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment from all Texas public institutions of higher learning, dies, becomes Disabled, or attains age 70½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

3.2 Minimum Distributions. Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of § 1.408-8 of the Income Tax Regulations, except as provided in § 1.403(b)-6(e) of the Income Tax Regulations.

3.3 Rollover Distributions. (a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or

individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).

(b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

Section 4 - Rollovers to the Plan and Transfers

4.1 Eligible Rollover Contributions to the Plan.

(a) **Eligible Rollover Contributions.** To the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan (Texas ORP as defined in Chapter 25) may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan authorized under Chapter 830, Title 8 of the Texas Government Code known as a Texas ORP retirement plan as defined in Chapter 25.

(b) **Eligible Rollover Distribution.** For purposes of Section 4.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the Employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an annuity plan described in section 403(b) of the Code authorized under Chapter 830, Title 8 of the Texas Government Code known as a Texas ORP retirement plan as defined in Chapter 25 that accepts the eligible rollover distribution.

(c) **Separate Accounts.** The Vendor shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

4.2 Plan-to-Plan Transfers to the Plan. (a) At the direction of the Employer, for a class of Employees who are participants or beneficiaries in another plan under section 403(b) of the Code, the Administrator may permit a transfer of assets to the Plan in this Section 4.2. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's entire interest therein to the Plan and the participant is an Employee or former Employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

(b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as a Deferral by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered a Deferral under the Plan.

4.3 Plan-to-Plan Transfers from the Plan.

(a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 4.3(a) only if the Participants or Beneficiaries are Employees or former Employees of the employer (or the business of the employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(b) The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 4.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 4.3 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to § 1.403(b)-10(b)(3) of the Income Tax Regulations.

4.4 Contract and Custodial Account Exchanges. A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan identified in Appendix A as an authorized vendor, subject to the terms of the Individual Agreements. However, an investment change that includes an investment with a Vendor that is not identified in Appendix A as an authorized vendor is not permitted.

Section 5 - Investment of Contributions

5.1 Manner of Investment. All Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

5.2 Investment of Contributions. Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

5.3 Current and Former Vendors. The Administrator shall maintain a list of all Vendors under the Plan, hereby incorporated as part of the Plan as appendices. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Section 4.2 or 4.4), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Section 6 - Amendment and Plan Termination

6.1 Termination of Contributions. The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely as authorized under Chapter 830, Title 8 of the Texas Government Code. However, the Employer has no obligation or liability to maintain the Plan if discontinued by the state of Texas.

6.2 Amendment and Termination. The Employer reserves the authority to amend or terminate this Plan at any time as may be permitted or required by the state of Texas.

6.3 Distribution upon Termination of the Plan. The Employer may provide that, in connection with a termination of the Plan as may be permitted by the state of Texas and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

Section 7 - Miscellaneous

7.1 Non-Assignability. Except as provided in Section 7.2 and 7.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or

Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

7.2 Domestic Relation Orders. Notwithstanding Section 7.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

7.3 IRS Levy. Notwithstanding Section 7.1, if a Participant or Beneficiary is entitled to a distribution in accordance with Section 3, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

7.4 Tax Withholding. Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Deferrals, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

7.5 Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

7.6 Mistaken Contributions. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

7.7 Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a)

the mailing by certified mail of a notice to the last known address shown on Employer's or the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

7.8 Incorporation of Individual Agreements. The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.

7.9 Governing Law. The Plan will be construed, administered and enforced according to the Code and the laws of the State of Texas.

7.10 Headings. Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

7.11 Gender. Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

Section 8 – Employer Contributions

8.1 Definitions

(a) **“Employer Contributions Account”**: The account established and maintained by the Administrator for each Participant with respect to his total vested interest (including any earnings or losses attributable thereon) under the Plan resulting from Employer Contributions and Employer Supplemental Contributions.

(b) **“Employer Contributions”**: The Employer's contributions to the Plan in accordance with Chapter 830, Title 8 of the Texas Government Code. Currently, Participants who participated in Texas ORP prior to September 1, 1995 will receive an Employer Contribution of 8.5%. Participants who participated in Texas ORP on or after September 1, 1995 will receive an Employer contribution of 6.58%.

(c) **“Employer Supplemental Contributions”**: The Employer's discretionary contribution based on the additional percentage amount established by the Employer to be contributed to the Plan, but only in an amount which, when combined with the Employer Contributions, does not to exceed the maximum statutory rate allowed by the Texas Legislature.

(d) **“Vested”**: The non-forfeitable portion of a Participant's Employer Contributions Account.

8.2 Employer Contributions. For each Plan Year, the employer will contribute to the Plan Employer Contributions subject to any limitations imposed under applicable law. In addition, the Employer may, in its discretion, contribute Employer Supplemental Contributions

to the Plan. Such contributions will be allocated to the Participant's Employer Contributions Account.

8.3 Maximum Annual Additions

(a) The maximum permissible Annual Additions that may be contributed or allocated to each Participant's Account under the Plan for any Plan Year will not exceed the lesser of:

- (i) \$40,000 as adjusted for increases in the cost of living under Section 415(d) of the Code, or
- (ii) 100 percent of the Participant's Includible Compensation for the Plan Year.

(b) For purposes of this Section 8.3, "Annual Additions" means, for any Plan Year, the sum of the Elective Deferrals, Roth 403(b) Contributions, non-Elective Deferrals, Employer Contributions, and Employer Supplemental Contributions to the Plan made to the Participant's Account and the sum of any employee and employer contributions made on behalf of such individual under any other 403(b) plan, whether or not sponsored by the Employer.

(c) If a Participant has a "controlling interest" in another employer and participates in that employer's qualified 401(a) defined contribution plan, a welfare benefit fund (as defined in Section 419(e) of the Code), an individual medical account (as defined in Section 415(1)(2) of the Code), or a simplified employee pension (as defined in Section 408(k) of the Code) which provides Annual Additions which may be credited to a Participant's Account for any Plan Year will not exceed the maximum permissible amount described in subsection (a), taking into account employer contributions that have been allocated to such other plans as described in this subsection.

8.4 Vesting. A Participant will be 100% Vested in his Employer Contributions Account the day following twelve (12) cumulative months of actual participation in the Plan in accordance with Chapter 25.

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed this ____ day of _____, _____.

Employer: Texas Tech University System

By: _____

Title: _____

Date signed: _____

Effective Date of the Plan: _____

Appendix A

Vendors authorized to receive Contributions, Exchanges, and Transfers under the Plan:

Name of Organization

AIG Retirement
Commonwealth Annuity
Educators Money
Fidelity Investments
ING Financial Services
Lincoln Financial Group
Metlife Resources
RS Group Trust Co.
TIAA-CREF

Appendix B

Vendors authorized to receive Contributions from current participants, but are not permitted to receive Exchanges or Transfers under the Plan:

Name of Organization

American Century
Ameriprise Financial Services
AXA Equitable
Great American Life Insurance Co.
Great-West Life Insurance Co.
Metlife Citistreet
Metlife Investors
Metlife Connecticut
Security Benefit Life
Thrivent Financial for Lutherans
USAA Investments
USAA Life Insurance

Appendix C

Vendors authorized to hold account balances, but are not permitted to receive Contributions, Exchanges, or Transfers under the Plan.

Name of Organization

Allianz Life
American Funds
Aviva Life
Delta Life
Evergreen Funds
General American Life
Horace Mann Life Insurance Co.
Jefferson Pilot
Mass Mutual Life
Merrill Lynch
MG Trust
Nationwide Life Insurance
New England Life
New York Life
Northwestern Mutual Life
PFS Investments
Plan Member Services
Prudential Insurance
Southern Farm Bureau
State Farm Insurance
T. Rowe Price
Valley Forge
Van Kampen Investments
Waddell & Reed



TEXAS TECH UNIVERSITY SYSTEM

Texas Tech University System Tax-Deferred Account Program Voluntary 403(b) Program

Jim Brunjes, Vice Chancellor and Chief Financial Officer

Board of Regents
March 6, 2009

TTUS Office of the CFO
Page 1



TEXAS TECH UNIVERSITY SYSTEM

Tax-Deferred Account Program Overview

- The Internal Revenue Services requires sponsors of a 403(b) to adopt and maintain a written plan that satisfies all requirements and regulations of the IRS
- TTUSA, TTU, and TTUHSC will adopt a single plan
- ASU will adopt their own separate plan with a transition to a single TTUS Plan by May 2010
- The new plan will facilitate compliance with IRS Regulations and provide efficiencies in administration

Board of Regents
March 6, 2009

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TEXAS TECH UNIVERSITY SYSTEM

Proposed Plan

- Each employee shall be eligible to participate in the plan and have elective deferrals or Roth 403(b) contributions made on his or her behalf.
- An employee elects to become a participant by executing a salary reduction agreement to reduce their compensation



TEXAS TECH UNIVERSITY SYSTEM

Proposed Plan

The maximum amount of elective deferral (and/or Roth 403 (b) contributions) permitted under the plan for any calendar year shall not exceed the lesser of the following:

- The applicable dollar amount, which is \$16,500 for 2009, and is adjusted for cost-of-living after 2009.
- The participant's includible compensation for the calendar year



TEXAS TECH UNIVERSITY SYSTEM

Proposed Plan

The plan will include the ability for:

- Special Section 403(b) catch-up limitation for employees with 15 years of service
- Age 50 catch-up elective deferral contributions



TEXAS TECH UNIVERSITY SYSTEM

Vendors

Vendors authorized to receive Contributions, Exchanges, and Transfers under the plan:

- AIG Retirement
- Commonwealth Annuity
- Educators Money
- Fidelity Investments
- ING Financial Services
- Lincoln Financial Group
- Metlife Resources
- RS Group Trust Co.
- TIAA-CREF



TEXAS TECH UNIVERSITY SYSTEM

Texas Tech University System Optional Retirement Program 403(b) Program

Jim Brunjes, Vice Chancellor and Chief Financial Officer

Board of Regents
March 6, 2009

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TEXAS TECH UNIVERSITY SYSTEM

Optional Retirement Plan Overview

- The Internal Revenue Services requires sponsors of a 403(b) to adopt and maintain a written plan that satisfies all requirements and regulations of the IRS
- TTUSA, TTU, and TTUHSC will adopt a single plan
- ASU will adopt their own separate plan with a transition to a single TTUS Policy by May 2010
- The new plan will facilitate compliance with IRS Regulations and provide efficiencies in administration

Board of Regents
March 6, 2009

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TEXAS TECH UNIVERSITY SYSTEM

Proposed Plan

- Eligible employees chose participation in the Texas ORP in lieu of active membership in the Teachers Retirement System
- Eligible employees execute a salary reduction agreement to reduce their compensation by the amount required by the Texas Legislature (currently 6.65%) and file it with the administrator
- Participants who joined the ORP program prior to September 1, 1995 will receive an employer Contribution of 8.5%.
- Participants who joined the ORP program after September 1, 1995 will receive an Employer contribution of 6.58%.

Board of Regents
March 6, 2009

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TEXAS TECH UNIVERSITY SYSTEM

Proposed Plan

- Distributions from Participants' accounts may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment from all Texas public institutions of higher learning, dies, becomes Disabled, or attains age 70½.
- Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

Board of Regents
March 6, 2009

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TEXAS TECH UNIVERSITY SYSTEM

Proposed Plan

The maximum permissible Annual Additions that may be contributed or allocated to each Participant's Account will not exceed the lesser of:

- \$40,000 as adjusted for increases in the cost of living under Section 415(d) of the Code, or
- 100 percent of the Participant's Includible Compensation for the Plan Year

A Participant will be 100% Vested in his Employer Contributions Account the day following twelve (12) cumulative months of actual participation in the Plan.



TEXAS TECH UNIVERSITY SYSTEM

Vendors

Vendors authorized to receive Contributions, Exchanges, and Transfers under the plan:

- AIG Retirement
- Commonwealth Annuity
- Educators Money
- Fidelity Investments
- ING Financial Services
- Lincoln Financial Group
- Metlife Resources
- RS Group Trust Co.
- TIAA-CREF

**ANGELO STATE UNIVERSITY
MEMBER, TEXAS TECH UNIVERSITY SYSTEM**

**403 (b) Plan Document
January 1, 2009**

**Section 1
Definition of the Terms Used**

The following words and terms, when used in the Plan, have the meaning set forth below.

- 1.1 **"Account"**: The account or accumulation maintained for the benefit of any participant or Beneficiary under an Annuity Contract or a Custodial Account
- 1.2 **"Account Balance"**: The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all investment portfolios with a particular vendor, including the Participant's Elective Deferrals, the earnings or losses of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the IRS Code).
- 1.3 **"Administrator[s]"**: As used in the plan, the "administrator" means the Office of Human Resources at Angelo State University.
- 1.4 **"Annuity Contract"**: A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in Texas and that includes payment in the form of an annuity.
- 1.5 **"Beneficiary"**: The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.
- 1.6 **"Code"**: The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to section of the Code are to such sections as they may from the time to time be amended or renumbered.
- 1.7 **"Compensation"**: All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income

for the calendar year but for the rules under sections 125, 132(f)(4), 402(e)(2), 402(h)(1)(B), 402(k), or 457(b) of the Code (including an election under Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan). Compensation shall also include compensation described in Treasury Regulation section 1.415(c)-2(e)(3)(i), Treasury Regulation section 1.415(c)-2(e)(4)-2(e)(4), Treasury Regulation section 1.415(c)-2(g)(4), or in Treasury Regulation section 1.415(c)-2(g)(7).

- 1.8 **"Custodial Account"**: The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.
- 1.9 **"Disabled"**: The definition of disability provided in the applicable Individual Agreement.
- 1.10 **"Elective Deferral"**: The Employee's contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.
- 1.11 **"Employee"**: Any person who is employed by the Employer as a common law employee. This definition is not applicable unless the employee's compensation for performing services is paid by the Employer.
- 1.12 **"Employer"**: Angelo State University
- 1.13 **"Funding Vehicles"**: The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by the Employer for use under the Plan.
- 1.14 **"Includible Compensation"**: An Employee's actual wages in box 1 of form W-2 for a year services to the Employer, but subject to a maximum of \$230,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under sections 125, 132(f)(4), 402(e)(2), 402(h)(1)(B), 402(k), or 457(b) of the Code (including any Elective Deferral under the Plan).

The amount of Includible Compensation is determined without regard to any community property laws.
- 1.15 **"Individual Agreement"**: The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.
- 1.16 **"Participant"**: An individual for whom Elective Deferrals have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.
- 1.17 **"Plan"**: The 403 (b) Plan Document January 1, 2009 for Angelo State University.

- 1.18 **“Related Employer”**: The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. Where a public school is the Employer, the Employer shall determine which entities are Related Employer based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, or under any superseding or additional guidance issued by the Internal Revenue Service (“IRS”).
- 1.19 **“Severance from Employment”**: For purpose of the Plan, Severance from employment means Severance from the Employment with the Employer and any related Entity. However, in the case of an employee of a public school, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a related Employer that is another unit of the state or local government that is not a public school or in capacity that is not employment with a public school but continuing to work for the same State or local government employer.
- 1.20 **“Vendor”**: The provider of an Annuity Contract or Custodial Account.
- 1.21 **“Valuation Date”**: Each business day that the Vendor is open for business.

Section 2

Participation and Contributions

- 2.1 **Eligibility**. Each eligible Employee, as defined herein, shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer. For the ORP, eligible employees are defined in Chapter 25 of the Texas Higher Education Coordinating Board rules. Employees must belong to one of the designated job classifications AND must be appointed at 100% time. For the TSA, employees must be appointed to a position that is at least 50% time and working for at least 4½ months with the university.
- 2.2 **Compensation Reduction Election. General Rule**. An employee elects to become a Participant by execution of an election to reduce his or her compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the Administrator. This Compensation reduction election shall be made by means of the agreement method provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an **annual** minimum deferral amount no less than \$300.00, and may change such minimum to a lower amount from time to time. The participant election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are made and designation of Beneficiary. Any such election shall remain in effect until a new election is filed with the Administrator. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. However, nothing in the preceding sentence is intended to prohibit a Participant from also reducing his or her Compensation which is described in Treasury Regulation section 1.415©-2(e)(3)(i), Treasury Regulation

section 1.415©-2(e)(4), Treasury Regulation section 1.415©-2(g)(4) or Treasury Regulation section 1.415©-2(g)(7)

Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. [All Elective Deferrals shall be made on a pre-tax basis.] An Employee shall become a Participant as soon as administratively practicable following the date applicable under the Employee's election.

- 2.3 **Information Provided by the Employee.** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.
- 2.4 **Change in Elective Deferrals Election.** Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her Elective Deferrals, his or her investment direction, and his or her designated Beneficiary. A change in the investment direction shall take effect as soon as administratively feasible. A change in the Beneficiary designated shall take effect when the election is accepted by the vendor.
- 2.5 **Contributions Made Promptly.** Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within a period that is not longer than reasonable for the proper administration of the Plan.
- 2.6 **Leave of Absence.** Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that compensation continues.

Section 3

Limitations on Amounts Deferred

- 3.1 **Basic Annual Limitation.** Except as provided in Sections 3.2 and 3.3 the Maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(91)(B) of the Code, which is \$16,500 for 2009, and is adjusted for cost-of-living after 2009 to the extent provided under section 415(d) of the Code.
- 3.2 **Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service.** If the Employer is qualified organization (within the meaning of 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the applicable dollar amount under Section 3.1(a) for any "qualified employee" is increased (to the extent provided in the individual Agreements) by the least of:
 - (a) \$3,000;
 - (b) The excess of:

- (1) \$15,000, over the lifetime of the 403(b) participant,
- (2) The total special 403(b) catch-up Elective Deferrals made for the qualified employee by the qualified organization for prior years, or
- (c) The excess of:

\$5,000 multiplied by the number of years of service for the Employee with the qualified organization, over the total Elective Deferrals made for the Employee by the qualified organization for prior years.

For purposes of this Section 3.2 a "qualified employee" means an employee who has completed at least 15 years of service taking into account only employment with the Employer and the Employer is a qualified organization.

- 3.3 **Age 50 Catch-up Elective Deferral Contributions.** An Employee who is a participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age of 50 catch-up Elective Deferrals for a year is \$5,500 for 2009, and is adjusted for cost-of-living after 2009 to the extent provided under the Code.
- 3.4 **Coordination.** Amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under section 3.2 and next as an age 50 catch-up contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.
- 3.5 **Special Rule for a Participant Covered by Another Section 403(b) Plan.** For purposes of this Section 3, if the Participant is or has been a participant in one or more purposes of this Section 3, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code, then this Plan that permits Elective Deferrals under section 402(g) of the Code, and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 3. For this purpose, the Administrator(s) shall take into account any other plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan that is maintained by a Related Employer shall be taken into account for purposes of Section 3.2 only if the other plan is a 403(b) Plan.
- 3.6 **Correction of Excess Elective Deferrals.** If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitation described above when combined with other amounts deferred by the Participant under another plan of the Employer under section 403(b) of the Code and any other plan that permits Elective Deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator, then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

- 3.7 **Protection of Persons Who Serve in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

Section 4

Loans

- 4.1 **Loans.** Loans shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured.
- 4.2 **Information Coordination Concerning Loans.** Each vendor is responsible for all information reporting and tax withholding required by applicable federal and State law in connection with the distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the applicable vendor to whom the Participant has made a loan application may take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 4.3, including the collection of information from Vendors concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. To the extent permitted by the final 403(b) regulations or other IRS guidance, information about loan balances of a Participant under the contract and accounts of other Vendors which is needed before making a loan may be obtained from the Participant.
- 4.3 **Maximum Loan Amount.** No loan to a Participant under the Plan may exceed the lesser of:
- (a) \$50,000, reduced by the greater number of: (i) the outstanding balance on any loan from the plan to the participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the [applicable] Administrator (not taking into account any payments made during such on-year period);
 - (b) One half of the value of the Participant's vested Account Balance (as of the Valuation Date immediately preceding the date on which such loan is approved by such Administrator).

For purposes of this Section 4.3, any loan from any other plan maintained by the Employer or any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any other such plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan exceed the amount that would otherwise be permitted in the absence of this paragraph.

Section 5

Benefit Distributions

- 5.1 ***Benefit Distributions at Severance from Employment or other Distribution Event.*** Except as permitted under Section 3.6 (relating to excess Elective Deferrals), Section 5.4 (relating to withdrawals of amounts rolled over into the Plan), Section 5.5 (relating to hardship) Section 5.7 (relating to qualified reservist distributions) or Section 8.3 (relating to termination of the plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has Severance from Employment, dies, becomes disabled, or attains age 59 ½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.
- 5.2 ***Small Account Balances.*** Distributions may be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account Balance does not exceed \$5,000 (determined without regard to any separate account that holds rollover contributions under Section 6.1) and any such distribution shall comply with the requirements of sections 401(a)(31)(B) of the Code (relating to automatic distribution as direct rollover to an individual retirement plan for distributions in excess of \$1,000).
- 5.3 ***Minimum Distributions.*** Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code of the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account ("IRA") and distributions shall be made in accordance with the provisions of 1.403(b)-6(e) of the Income Tax Regulation.
- 5.4 ***In-Service Distributions from Rollover Account.*** If a Participant has a separate account attributable to rollover contributions to the Plan and to the extent permitted by the applicable Individual Agreement, the Participant may be at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.
- 5.5 ***Hardship Withdrawals.***
- (a) Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. In accordance with Treasury Regulation 1.401(k)-1(d)(3)(iv)(E)(1), the Participant must have obtained all currently available distributions (that are not hardship distributions) and nontaxable loans under the

Plan and be allowed under the Plan during the six-month period beginning on the date the Participant receives a distribution on account of hardship.

- (b) No later than January 1, 2009, there shall be an exchange of information agreed to by the Employer and the Vendors to the extent necessary to implement the Individual Agreements, including, in the case of hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to 1.401(k)-1(d)93)(iv)(E) of the Income Tax Regulations), the vendor notifying the Employer of the withdrawal in order for the Employer to implement the resulting six-month suspension of the Participant's right to make Elective Deferrals under the plan.

5.6 *Rollover distributions.*

- (a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) Specified by the Participant in a direct rollover. In case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity ("IRA") that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code)
- (b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

- 5.7 *Qualified Reservist Distributions.*** Qualified reservist distributions within the meaning of Code section (t)(2)(G)(iii) are allowed from the Plan. Such distributions are not subject to the withdrawal restrictions of Section 5.1.

Section 6

Rollovers to the Plan and Transfers

6.1 *Eligible Rollover Contributions to the Plan.*

- (a) ***Eligible Rollover Contributions.*** An Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code

and to confirm that such plan is an eligible retirement plan within the meaning of the section 402(c)(8)(B) of the Code. However, in no event does the Plan accept a rollover contribution from a Roth Elective Deferral Account under an applicable retirement plan described in section 402A(e)(1) of the Code or a Roth IRA described in section 408A of the Code.

- (b) **Eligible Rollover Distribution.** For purposes of Section 6.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the code, a qualified trust described in section 401(a) of the Code, an annuity plan described in sections of 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distributions.
- (c) **Separate Accounts.** The vendor shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the plan.

6.2 **Plan-to-Plan Transfers to the Plan.**

- (a) The vendor may permit a transfer of assets to its Individual Agreement relating to the Plan as provided in this Section 6.2. Such a transfer is permitted only if the other 403(b) plan provides for the direct transfer of such person's interest therein to the Plan and the Participant is an employee or former employee of the Employer. The Vendor accepting such transferred amounts may require such documentation from the other 403(b) plan as it deems necessary to effectuate the transfer in accordance with 1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.
- (b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately before the transfer.
- (c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as a Elective Deferral by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount

shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.

6.3 *Plans-to-Plan Transfers from the Plan.*

- (a) The Vendor may permit a Participant or Beneficiary to elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the code in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 6.3(a) only if the Participant or Beneficiary is an employee or former employee of the Employer under the receiving plan and the other plan provided for the acceptance of the plan-to-plan transfers with respect to the Participant or Beneficiary and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfers at least equal to the amount transferred.
- (b) The other 403 (b) plan must provide, to the extent any amount transferred is the subject to any distribution restrictions required under section 403(b) plan, restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in Plan, the other Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the Plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).
- (c) Upon the transfer of assets under this Section 6.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.3 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to § 1.403(b)-10(b)(3) of the Income Tax Regulations.

6.4 *Contract and Custodial Account Exchanges.*

- (a) A participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, an investment change that includes an investment with a Vendor that is not eligible to receive contributions under Section 2 (referred to below as an exchange) is not permitted unless the conditions in the paragraphs (b) through (d) of this Section 6.4 are satisfied.
- (b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) contracts or Custodial Accounts immediately before the exchange).

- (c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.
- (d) The Employer enters into an agreement with the receiving Vendor for the other contract or Custodial Account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:
 - (1) Information necessary for the resulting contract or Custodial Account, or any other contract or Custodial Accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Code, including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and informing the Vendor, upon request, when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 5.1); (ii) the Vendor notifying the Employer of any hardship withdrawal under Section 5.5 if the withdrawal results in a six-month suspension of the Participant's right to make Elective Deferrals under the Plan; and (iii) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or Custodial Accounts or qualified Employer Plan benefits (to enable a Vendor to determine the amount of any Plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawals rules of Section 5.5); and
 - (2) Information necessary in order for the resulting contract or Custodial Account and any other contract or Custodial Account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (i) the amount of any Plan loan satisfies the loan limitations of Section 4.3, so that any such additional loan is not a deemed distribution under section 72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.
- (e) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Employer will enter into an information sharing agreement as described in Section 6.4(d) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Section 6.4(d)(1) and (2).

6.5 *Permissive Service Credit Transfers.*

- (a) If a participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.5(a) may be made before the Participant has had a Severance from Employment.

- (b) A transfer may be made under Section 6.5(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the code.
- (c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the §1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 6.3(a) only if the Participant or Beneficiary is an employee or former employee of the Employer (or the business of the Employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participant or Beneficiary and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.
- (d) The other 403(b) plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, under the other 403(b) plan shall impose restrictions on distributions to the participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions.)
- (e) Upon the transfer of assets under this Section 6.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.3 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to § 1.403(b)-10(b)(3) of the Income Tax Regulations.

Section 7

Investment of Contributions

- 7.1 Manner of Investment.** All Elective deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

- 7.2 Investment of Contributions.** Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.
- 7.3 Current and Former Vendors.** The Employer shall maintain a list of all Vendors under the Plan (see Appendix attached herein). Such list is hereby incorporated as part of the Plan. Each Vendor and the Employer shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Section 6.2 or 6.4), the Employer shall keep the Vendor informed of the name and contact information of the Employer's representative for the Plan in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Section 8

Amendment and Plan Termination

- 8.1 Termination of Contributions.** The Employer adopts the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.
- 8.2 Amendment and Termination.** The Employer reserves the authority to amend or terminate this Plan at any time.
- 8.3 Distribution upon Termination of the Plan.** The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

Section 9

Miscellaneous

- 9.1 Non-Assignability.** Except as provided in sections 9.2 and 9.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditor; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

- 9.2 **Domestic Relations Orders.** Notwithstanding any provision in this Plan to the contrary, if judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), and determined by the applicable Administrator to be Qualified Domestic Relations Order that meets the requirements of section 414(p) of the Code, then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distributions pursuant to the domestic relations order.
- 9.3 **IRS Levy.** Notwithstanding Section 9.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the internal Revenue Service to such Administrator with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.
- 9.4 **Tax Withholding.** Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal insurance Contributions Act (FICA) taxes with respect to Elective Deferrals, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Treasury Regulations thereunder). A payee shall provide such information as the payor may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.
- 9.5 **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.
- 9.6 **Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Vendor, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable, thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Vendor, to the Employer.
- 9.7 **Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a

Participant's Beneficiary entitled to benefits under the Plan if his/her consent is required under the terms of the Plan in order to make a distribution. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Funding Vehicle shall continue to hold the benefits due such person, until the Plan is terminated in accordance with Section 8.3.

- 9.8 ***Incorporation of Individual Agreements.*** The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.
- 9.9 ***Governing Law.*** The Plan will be construed, administered and enforced according to the Code and the Laws of Texas.
- 9.10 ***Headings.*** Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.
- 9.11 ***Gender.*** Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

Employer Name: _____
403(b) Plan Name: _____
Plan Administrator: _____
Print Name: _____ Title: _____
Signature: _____ Date: _____

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed this ____ day of _____, _____.

Employer: Angelo State University

By: _____

Title: _____

Effective Date of the Plan: January 1, 2009

APPENDIX

403(b) PLAN VENDOR LIST AND CONTACT INFORMATION

I. Vendors that currently hold assets of the Plan referenced above:

Optional Retirement Program (ORP)

- AIG-VALIC
- American Century Investments
- American Funds
- Fidelity Investments
- ING
- MetLife
- Security Benefit
- T. Rowe Price
- TIAA-Cref
- USAA
- MONY- Diversified Investments

II. Vendors that are approved to receive plan contributions and contract exchanges for the Plan referenced above:

Tax Sheltered Annuity (TSA)

- AIG-VALIC
- American Century Investments
- American Funds
- DWS Investments
- Fidelity Investments
- ING
- Security Benefit
- T. Rowe Price
- TIAA-Cref
- USAA
- MONY-Diversified Investment



TEXAS TECH UNIVERSITY SYSTEM

Red Flags Rule Compliance

*Office of the Vice Chancellor
and Chief Financial Officer*

Jim Brunjes, Vice Chancellor and Chief Financial Officer

Board of Regents
March 6, 2009

TTUS Office of the CFO
Page 1



TEXAS TECH UNIVERSITY SYSTEM

FTC Red Flags Rule

- Red flags are patterns, practices, or activities indicating possible identity theft

Board of Regents
March 6, 2009

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TEXAS TECH UNIVERSITY SYSTEM

FTC Red Flags Rule

Basic Requirements:

- Financial Institutions/Creditors
- Offering/Maintaining Covered Accounts
- Must Develop/Implement a Written Identity Theft Prevention Program

Board of Regents
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TEXAS TECH UNIVERSITY SYSTEM

Activities That Could Cause An Institution To Fall Within The Definition Of "Creditor"

- Offering a plan for payment for tuition or other services rather than requiring full payment at the beginning of the semester or time of service
- Participating in the Federal Perkins Loan program
- Participating as a school lender in the Federal Family Education Loan Program
- Offering institutional loans to students, faculty or staff
- Offering extension of credit for services

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TEXAS TECH UNIVERSITY SYSTEM

Required Analysis: Each Component Must Periodically Review

- Methods to open accounts
- Methods to access accounts
- Previous experiences with identity theft



TEXAS TECH UNIVERSITY SYSTEM

Implementing/Administering The Program

- High-level approval of initial written program
- Train staff to effectively implement program
- Oversight of program
 - Assign specific responsibility for implementation
 - Review staff reports regarding compliance
 - Approve material changes to program as necessary



TEXAS TECH UNIVERSITY SYSTEM

THE POWER OF CONNECTIVITY

Securing Your Private Information in a High-Speed World

March 6 – Lubbock

Texas Tech University,
11:30 AM – 1:00 PM

March 11 – Amarillo

Amarillo College,
11:30 AM – 1:00 PM



Join Texas Attorney General
Greg Abbott and national experts
to discuss online safety and
security at home and at work.

LUNCH INCLUDED

Sponsored by Amarillo Chamber of Commerce, Texas Tech University & Texans for Economic Progress

↓ Please RSVP by selecting a location below



TEXAS TECH UNIVERSITY SYSTEM

Required Content: The Program Must Contain Reasonable Policies And Procedures To:

- Identify red flags for covered accounts and incorporate them into the program
- Detect red flags that have been incorporated into the program
- Respond appropriately when red flags are detected to prevent and mitigate identity theft
- Update the program periodically to reflect changes in risk



TEXAS TECH UNIVERSITY SYSTEM

Red Flags Rule

Update the program periodically to reflect changes in risk

Based on factors such as

- Experience with identity theft
- Changes in methods of identity theft
- Changes in methods of detection
- Changes in types of accounts
- Changes in business agreements

TEXAS TECH UNIVERSITY SYSTEM
OFFICE OF AUDIT SERVICES
PRIORITIZED AUDIT PLAN
Fiscal Year 2009

PRIORITY	ENTITY	AUDIT AREA	BUDGETED HOURS	BUDGET ADJUSTMTS	STATUS as of FEB 21	ACTUAL HOURS	TIME STILL NEEDED	BUDGET vs ACTUAL
		TOTAL ENGAGEMENT HOURS AVAILABLE	18,000					
		REQUIRED AUDITS						
Required	TTUS	Texas Tech University Foundation	Financial (assist)	130	In Progress	101		29
Required	TTUS	Regents, Chancellor, & Presidents Travel and Credit Cards	Compliance (assist)	20	Complete	24		(4)
Required	TTUS	Office of Audit Services Annual Report	Compliance	40	Complete	20		20
Required	TTUS	Office of Audit Services Annual Plan	Compliance	80				80
Required	TTUS	Office of Audit Services Self-Assessment	Compliance	150	In Progress	106	44	0
Required	TTUS	Office of Audit Services Peer Review	Compliance	80	In Progress	29	51	0
Required	TTUS	State Auditor's Office Miscellaneous Projects	Miscellaneous (assist)	80	(10)			70
		TTU: 2008 Statewide Financial Audit	Financial (assist)		10	In Progress	1	9
Required	TTU	Texas Higher Education Coordinating Board ARP/ATP Grants	Compliance	150	In Progress	8	142	0
Required	TTU	NCAA Compliance	Compliance	400	In Progress	5	395	0
Required	TTU	Athletics Financial Review	Financial (assist)	240	Complete	144		96
Required	TTU	Joint Admission Medical Program Grants	Compliance	60	Complete	41		19
Required	TTU	KOHM-FM	Financial (assist)	300	Complete	235		65
Required	TTU	Football Attendance Certification	Compliance	10	Complete	6		4
Required	HSC	SACS Financial Review	Financial	400	In Progress	423	10	(33)
Required	HSC	State Comptroller's Office Post-Payment Audit	Compliance (assist)	10	Complete			10
Required	HSC	Texas Higher Education Coordinating Board ARP/ATP Grants	Compliance	120	In Progress	5	115	0
Required	HSC	Texas Higher Education Coordinating Board Residency Grants	Compliance	220	Complete	113		107
Required	HSC	Correctional Managed Health Care Committee Contract	Compliance	200				200
Required	HSC	Joint Admission Medical Program Grants	Compliance	60	Complete	53		7
Required	ASU	Joint Admission Medical Program Grants	Compliance	60	Complete	72		(12)
Required	ASU	Athletics Financial Review	Financial (assist)	10	Complete	29		(19)
Required	ASU	Texas Higher Education Coordinating Board Facilities Audit	Compliance		130	Complete	138	(8)
		TOTALS FOR REQUIRED AUDITS	2,820	130		1,553	766	631
		AUDITS IN PROGRESS AT AUGUST 1, 2008						
Prior Year	TTUSA	Construction Management	Financial/Operational	430	In Progress	347	83	0
Prior Year	TTU & HSC	Research Infrastructure	Operational/Compliance	10	Complete	35		(25)
Prior Year	TTU	State Auditor's Office: Student Fee Audit	Compliance (assist)	5	Complete			5
Prior Year	TTU	Athletics Business Office	Controls	135	Complete	132		3
Prior Year	HSC	IT Security	IT Controls/Mgt Advisory	100	Complete	56		44
Prior Year	HSC	IDX TES Implementation	IT Controls/Mgt Advisory	20	Complete	40		(20)
Prior Year	HSC	School of Medicine—Odessa Campus	Operational/Financial	140	Complete	74		66
Prior Year	HSC	School of Medicine—Amarillo Campus	Operational/Financial	20	Complete	19		1
Prior Year	ASU	NCAA Compliance	Compliance	160	Complete	127		33
Prior Year	ASU	State Auditor's Office: 2008 Statewide Financial Audit	Financial (assist)	5	In Progress	6	2	(3)
Prior Year	ASU	Construction Management	Financial/Operational	255	In Progress	342	40	(127)
Prior Year	ASU	Controller's Office	Operational/Controls	100	Complete	112		(12)
Prior Year	TTUS	Wrap-up on Audits Included in August BOR Report		10	Complete			10
		TOTALS FOR AUDITS IN PROGRESS	1,390	-		1,290	125	(25)
		UNPLANNED SPECIAL PROJECTS AND INVESTIGATIONS						
		Total Hours Budgeted for Special Projects & Investigations	4,425	(2,243)				2,182
		IN PROGRESS AT AUGUST 1, 2008						
Special	TTUS	TeamMate TEC Implementation	Special	30	Complete	30		0
Special	TTU	Physical Plant Warehouse Inventory	Special	20	Complete	20		0
Special	TTU	Human Sciences Scholarships	Special	182	Complete	182		0
Special	HSC	Expenditure Review	Special	268	Complete	268		0
Special	HSC	El Paso Facilities Maintenance & Operations	Special	186	Complete	186		0
		BEGUN AFTER AUGUST 1, 2008						
Special	TTUS	Fund 5140	Special	77	Complete	77		0
Special	TTU	Highland Lakes Expenditures	Special	184	In Progress	164	20	0
Special	HSC	School of Nursing Wellness Center	Special	182	Complete	182		0
Special	HSC	Permian Basin Rural Health Clinics	Special	85	Complete	85		0
Special	TTU	Upward Bound Cash Controls	Special	39	Complete	39		0
Special	TTU	Athletics Tennis Special	Special	91	Complete	91		0
Special	TTU	SBS Transition Team	Special	800	In Progress	467	333	0
Special	ALL	Misc. Hotline Projects	Special	99	In Progress	99		0
		SPECIAL PROJECTS AND INVESTIGATIONS TOTALS	4,425	2,243		1,890	353	2,182

TEXAS TECH UNIVERSITY SYSTEM
OFFICE OF AUDIT SERVICES
PRIORITIZED AUDIT PLAN
Fiscal Year 2009

PRIORITY	ENTITY	AUDIT AREA	BUDGETED HOURS	BUDGET ADJUSTMENTS	STATUS as of FEB 21	ACTUAL HOURS	TIME STILL NEEDED	BUDGET vs ACTUAL
HIGHEST PRIORITY								
1	TTUS	Gateway		400	In Progress	393	7	0
1	TTU	Intra-Institutional Voucher Process	400		On Hold	52	348	0
1	TTU	Banner Student Finance System Feeds	450		In Progress	1,298	400	(1,248)
1	TTU	eProcurement Processes	350		In Progress	2	348	0
1	HSC	HealthNet	450		On Hold	48	402	0
1	HSC	eProcurement Processes	350	100	In Progress	60	390	0
1	ASU	Financial Aid Office	400		Operational/Compliance			400
1	ASU	IT General Controls Review	550		In Progress	12	538	0
1	ASU	One Card Office	400		In Progress	318	82	0
HIGHEST PRIORITY TOTALS			3,350	500		2,183	2,515	(848)
MODERATE PRIORITY								
2	TTUS	Technology Transfer/Commercialization	350					350
2	TTU	Sponsored Programs Accounting and Reporting	400					400
2	TTU	College of Mass Communications	300	100	In Progress	517	25	(142)
2	TTU	College of Outreach & Distance Education	350	200	In Progress	458	92	0
2	HSC	El Paso Fixed Assets	350		Complete	205		145
2	HSC	El Paso IT General Controls Review	600					600
2	HSC	Electronic Medical Record Implementation	450					450
2	ASU	Study Abroad Program	250		In Progress	18	232	0
MODERATE PRIORITY TOTALS			3,050	300		1,198	349	1,803
LOWER PRIORITY								
3	TTUS	Audit Report Follow-Up Procedures and Reporting	250		In Progress	170	80	0
3	TTU	NCAA Compliance Risk Assessment	70		In Progress	22	48	0
3	TTU	Student Affairs Risk Assessment	200					200
3	TTU	Enrollment Growth Efficiencies	400					400
3	HSC	El Paso Pediatrics Grant Management	400		On Hold	315	85	0
3	HSC	School of Pharmacy Research Funding	400					400
3	ASU	Division of Continuing Studies	300		Complete	287		13
LOWER PRIORITY TOTALS			2,020	-		794	213	1,013
OTHER VALUE-ADDED WORK								
Total Hours Budgeted for Other Value-Added Work			945	(478)			467	
Other	TTUS	Big 12 Internal Auditor Conference			Ongoing	64		
Other	TTUS	Cash Handling and Control Environment Workshops			Ongoing	41		
Other	TTUS	Fraud Awareness Training			Ongoing			
Other	TTUS	ConnecTech Steering Committee (Banner project)			Ongoing	9		
Other	TTUS	ConnecTech Security Committee (Banner project)			Ongoing	27		
Other	TTUS	ConnecTech Transition Testing (Banner project)			Ongoing	6		
Other	TTUS	ConnecTech Reporting Strategy Committee (Banner project)			Ongoing	3		
Other	TTUS	Enterprise Risk Management			Ongoing			
Other	TTUS	Compliance Hotline Maintenance			Ongoing	8		
Other	TTU	SACS Quality Enhancement Plan (QEP) Steering Committee			Ongoing			
Other	TTU	SACS QEP Ethical Institution Task Force			Ongoing			
Other	TTU	Travel Task Force			Ongoing	3		
Other	HSC	Institutional Compliance Working Committee			Ongoing	8		
Other	N/A	Professional Organizations (ACUA, TACUA, IIA, TSCPA, SAIAP, ACFE)			Ongoing	135		
Other	N/A	Misc. Conference Presentations			Ongoing	52		
Other	TTUS	Other Miscellaneous Projects			Ongoing	122		
OTHER VALUE-ADDED WORK TOTALS			945	-		478	-	467
TOTAL ENGAGEMENT HOURS			18,000	930		9,386	4,321	5,223

TEXAS TECH UNIVERSITY SYSTEM
OFFICE OF AUDIT SERVICES
PRIORITIZED AUDIT PLAN
Fiscal Year 2009

PRIORITY	ENTITY	AUDIT AREA	BUDGETED HOURS	BUDGET ADJUSTMTS	STATUS as of FEB 21	ACTUAL HOURS	TIME STILL NEEDED	BUDGET vs ACTUAL
ADDITIONAL PROJECTS NOT ON PLAN								
4	TTUS	Beck IT Risk Assessment Follow-Up	IT/Follow-Up	400				
4	TTU	Scholarship Office	Operational/Controls	400				
4	TTU	Export Controls	Compliance	400				
4	HSC	El Paso Accreditation Preparation	Management Advisory	300				
4	ASU	Accreditation Preparation	Management Advisory	225				
		EXTRA AUDIT HOURS NEEDED		1,725				
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						
	TTU & HSC	Areas with parallel functions or shared responsibility						
	ASU	Angelo State University						
	N/A	Work that is not attributable to a particular institution or campus						
Required	Audits that are mandated by law, Operating 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 special projects and investigations							
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.							
4	Areas of exposure that need attention, but have not been included in the official plan because of resource constraints.							
Other	Other projects, including committee service, class development and instruction, professional organizations, etc.							

SGA President's Report
Angelo State University
Board of Regents Meeting
March 6, 2009

Seth Chomout presented his report to the Board.

"I will brief you on a few things that we are doing right now at ASU.

"We are currently instituting a Student Discount Program all over San Angelo. Any business who desires to give a student a discount will be included in that program. That will not cost the businesses or our students anything. We are not doing special discount cards. A student will simply show their campus ID—their ASU One Card—to qualify for discounts.

"On March 12, I get to dunk Dr. Rallo in a dunking booth at our Kicking Off Spring event.

"A new initiative on our campus is called Tree Campus USA. It is hosted by the Arbor Day Foundation. There are about six different qualifications for that—one involves an Arbor Day celebration; one involves planting new trees on campus. We are kicking that off starting on Arbor Day.

"Lastly, our Rammy Awards Banquet is scheduled for April 16 at 8 pm. The regents are invited to attend. Invitations will be forthcoming. This event is a combination of our SGA banquet and our student organization banquet.

"Steve Jackson and I traveled to New York City this past weekend to attend a Leadership Conference. We spent all day Saturday at the conference but on Friday and Sunday we got to sight see. That is where we got on the discussion of parking. We got to visit Central Park and Rockefeller Center, the World Trade Center site, the Statue of Liberty, Times Square and we got to go see the Avenue Q Broadway play. We had a great trip."

Regent Anders thanked Seth for his work with the ASU Student Government.

SGA President's Report
Texas Tech University Health Sciences Center
Board of Regents Meeting
March 6, 2009

Rick Bliss presented his report to the Board.

"I wanted to update you on what is going on with the Student Government at the HSC and also the students in general at the Health Sciences Center.

"The Student Government this year has had an impact in trying to increase community service. To that end, we had a Valentine's Day blood drive. We crushed our previous record of 54 donations. We had 82 donations at this past drive. We are very proud of that. We have also had quite a bit of involvement in the SACS accreditation that is coming up. Personally, I have been involved with the QEP and have worked closely with Dr. Rolfe. The student body is very confident about that accreditation and also the LCME accreditation of the School of Medicine.

"A concern many students have had is the limited amount of study space and how we can better utilize study space. I have initiated a task force on study space to see how we can improve the space that we have and make it more available to students. We are conducting a student survey to see specifically what students would like—whether individual student carrels or group study space is desired and what type of resources might be needed. We have taken on that project which is progressing quite nicely. We should have some results in the next few months from that task force.

"This week, the Graduate School is hosting the student-led student research week. The theme this year was Pathway to Cancer. We have heard from a wide variety of keynote speakers and other guests to the University. We had 91 abstracts which is a record for student research week for this year. So far it has been an amazing week. We have heard all kinds of different ideas about pathways of cancer including speeches and talks by people from Eli Lilly—people using antibodies, our own immune system to fight cancer. There are a lot of cutting edge ideas and a lot of that is being done by Dr. Reynold's group here at the HSC. That is very encouraging.

"The School of Medicine has some first and second year medical students who have been working for the last two years to try to initiate a free student-run health clinic for the underprivileged population in Lubbock. That group met with Dean Berk last week. That project is in the works. They have teamed up with a non-profit group called Impact Lubbock. They are looking to get this clinic running. They found a medical director, Dr. Bennett, who works in Family Medicine at the HSC. They are looking to open this clinic in August. That is a lot of work and corresponds with what we are trying to do with community outreach. That is run pretty much exclusively by the medical students. Many of my colleagues have been working very hard on this and it is finally coming to fruition.

"As you know, this is my last meeting. It has been an honor and a privilege to represent the Health Sciences Center and get to work with each of you. I thank you very much for the opportunity."

Regent Anders thanked Rick on behalf of the Board. "We have enjoyed your presence at our meetings and your service this past year with the SGA for the Health Sciences Center. We wish you the best of luck in your future. We are very proud of you."