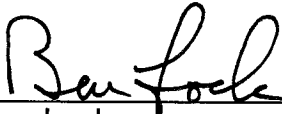


INDEX OF ATTACHMENTS

Attachment 1	TTU Summary and Key Revisions of OP 32.01, Promotion and Tenure Standards and Procedures
Attachment 2	TTU OP 32.01: Promotion and Tenure Standards and Procedures
Attachment 3	TTU Summary and Key to Revisions to OP 32.02, Faculty Non-reappointment, Dismissal, and Tenure Revocation
Attachment 4	TTU OP 32.02: Faculty Non-reappointment, Dismissal, and Tenure Revocation
Attachment 5	TTUS Prioritized Audit Plan 2012
Attachment 6	ASU Five-Year Capital Projects Plan
Attachment 7	TTU Five-Year Capital Projects Plan
Attachment 8	TTUHSC Five-Year Capital Projects Plan
Attachment 9	TTUSA Five-Year Capital Projects Plan
Attachment 10	ASU Lease of Angelo State University Property for Wireless Communication Equipment PowerPoint
Attachment 11	ASU Approve a Project to Construct the Agriculture Education Training Center PowerPoint
Attachment 12	TTU Approve Use of the Revenue Finance System for the Budget Increase to the Boston Residence Hall and Dining Facility Project PowerPoint
Attachment 13	TTU Approve a Project to Construct a New Petroleum Engineering and Research Building PowerPoint
Attachment 14	TTU Approve a Project to Construct a Facility to House the Burkhart Center for Autism Education and Research PowerPoint
Attachment 15	TTU Approve a Project to Construct the Gerald Myers Indoor Soccer Facility PowerPoint
Attachment 16	TTU Future of Wind Energy R&D at TTU PowerPoint (Pertaining to items 16. through 19. of the Facilities Committee agenda)
Attachment 17	TTU Authorization to Approve a Facility Lease Agreement for the College of Architecture PowerPoint
Attachment 18	TTU Approve Amendments to the TTU Campus Master Plan PowerPoint
Attachment 19	TTU Approve a Project to Expand The Larry Combest Community Health & Wellness Center PowerPoint
Attachment 20	TTUS Amend the Public Art Program Provisions to Chapter 08 – 08.02 Campus Planning and Enhancements
Attachment 21	TTUS Amend the Facility Naming Provisions to Chapter 08 – 08.05 TTU System Buildings and Facilities Naming
Attachment 22	TTUHSC Report on the Veterans Affairs Clinic on the Texas Tech University Health Sciences Center Lubbock Campus PowerPoint
Attachment 23	TTUS Design and Construction Review Report
Attachment 24	ASU Traffic and Parking Regulations 2012-2013 (including fee and refund schedules)
Attachment 25	ASU Direct Energy Business Commercial Electricity Service Agreement, Texas TASB
Attachment 26	TTU Traffic and Parking Regulations 2012-2013 (including fee and refund schedules)
Attachment 27	TTUS Office of Investments Endowment Report, April 2012
Attachment 28	TTUS Chancellor's Report

Attachment 29	TTU President's Report
Attachment 30	TTU SGA President's Report
Attachment 31	TTUHSC President's Report
Attachment 32	TTUHSC SGA President's Report
Attachment 33	ASU President's Report
Attachment 34	ASU SGA President's Report

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 May 17-18, 2012.


 Ben Lock
 Secretary

SEAL

Summary and Key to Revisions of OP 32.01 Promotion and Tenure Standards and Procedures

As of March 25, 2012

Revisions to OP 32.01 serve primarily two purposes.

1. To separate policy and procedure for attaining tenure and promotion (OP 32.01) from procedures for appealing faculty non-reappointment or dismissal (now OP 32.02).
2. To clarify (a) procedures to follow in preparing and evaluating applications for promotion or tenure and (b) several criteria or expectations that are considered in those evaluations.

The following procedures and criteria are clarified in the revisions to OP 32.01:

- having uniform adoption of third-year review procedures
- requiring annual faculty reports and third-year reviews as part of the dossier
- having peer evaluations of teaching at least annually for tenure-track faculty
- documenting the effectiveness of student learning outcomes
- documenting outcomes of faculty members' participation in study abroad and undergraduate research, where applicable
- documenting faculty members' contributions to outreach and engagement
- considering intellectual property as faculty contributions to research and creative activity
- emphasizing the generation of external funding, as appropriate, depending on faculty members' research and their initial appointment
- having external expert reviewers from TTU peer and aspirant-peer institutions
- offering provisions for early applications for tenure
- requiring electronic submission of dossiers
- specifying the role of the Vice President for Research in the Provost's review of dossiers.

Revisions to the Texas Tech University Promotion and Tenure Standards and Procedures began with recommendations from faculty over two years ago. In the time since, revisions have been reviewed, exchanged, and now agreed upon by individual faculty, the Faculty Senate, the faculty at large, by Provost Smith and the Provost's staff, General Counsel and System staff, and President Bailey and his staff. Provost Smith announced at the August 2011 meeting of the Board of Regents that revisions to OP 32.01 and 32.02 were forthcoming. The Board of Regents has final approval authority over changes to the university's promotion and tenure policies. The revised policy is hereby recommended for review by Chancellor Hance and for consideration of approval by the Board.

The next five pages comprise a table keyed to the revised draft of OP 32.01 **Promotion and Tenure Standards and Procedures** dated March 25, 2012. The first column of the table, Revision Marker, provides the key to places in the draft document where the particular revisions are found. The second and third columns indicate the corresponding page numbers and sections where the revisions appear. The fourth column describes the revisions or additions. And the last column notes the section in the existing or "old" version of OP 32.01 where the revision applies, or whether the revision is a new addition. Only the more substantive revisions are outlined in the table and marked on the revision draft. Some 75 or so minor revisions in wording and phrasing are not marked in this presentation.

Summary and Key to Revisions of OP 32.01 Promotion and Tenure Standards and Procedures

Revision Marker in the Revised Draft OP32.01	Page # in Draft OP 32.01	Paragraph or Section in the Revised Draft OP 32.01	Modification or Additions Made as Part of the Revised Draft Version of OP 32.01	Corresponding or Affected Portion of the Current Version of OP 32.01
[1]	1	PURPOSE	Reworded to state this OP reflects University level standards and procedures; also notes faculty will be evaluated under policy in effect at time of hire unless they elect policy in effect current at time of application to tenure and promotion.	PURPOSE, p. 1
[2]	1	REVIEW	Includes each level of review (Faculty Senate, provost, president, Chancellor) on way to the Board for any changes to this OP.	REVIEW, p. 1
[3]	1-2	Under POLICY/ PROCEDURE, 4 th -6 th paragraphs starting with "Members of the faculty who..."	These paragraphs are placed here to clarify who the OP applies to, the intent that the OP be presented with other related guidelines when faculty members are hired, and the ethical and inclusive application of the standards and procedures. Some of the statements in this section are moved here from section 5. Admission to Tenure in the current version of the OP (p. 3).	Sections 3 and 4 on p. 2
[4]	1	Fourth paragraph	"Approval of continuing appointment..." added here to refer to another OP since continuing appointment is not tenure or promotion.	Section 4.c. on p. 3
[5]	2	First full paragraph, first sentence	"Texas Tech University has adopted a Statement of Ethical Principles..." inserted here to highlight the relationship of tenure and promotion to the university's ethical values.	New with the revised draft.
[6]	2	Concept and Purpose of Tenure	This section combines two separate sections in the current version of OP 32.01; that is, one on Concept of Tenure and one on Purpose of Tenure	Section 1 Concept of Tenure and Section 2 Purpose of Tenure, p. 1

[7]	2	Part a. under Concept and Purpose of Tenure	Paragraph is extended to state more clearly the purpose of tenure and of promotion in the university's mission and with respect to ethical standards of the AAUP (American Association of University Professors).	New or much expanded with the revised draft.
[8]	3-5	Section 2. Procedures for Admission to Tenure	This section appears in the current version of OP32.01 as section 5, Admission to Tenure. In the revised version the section is moved forward to section 2, as it flows better directly following the section on Concept and Purpose of Tenure.	Section 5 Admission to Tenure, pp. 3-4
[9]	3	Part 2.a., "All departments shall have in place..."	This paragraph added to specify that all departments have third-year review procedures including written assessments and recommendations.	New with the revised draft.
[10]	3	Part 2.d.(3)	Stated to better clarify provisions for early application for tenure.	A revision to 5.d on p. 4.
[11]	4	Part 2.e.	Clause added to provide for electronic submission of promotion and tenure dossiers.	New language in revised draft.
[12]	4	Part 2.g.(3)	Clause added to specify the role of the Vice President for Research in the Provost's review of dossiers.	Extends 5.e.(3), p. 4
[13]	5	Section 3. Procedures for Promotion	This section does not appear in the current version of OP 32.01 and is inserted here to note that promotion applications follow procedures similar to those of tenure, and to clarify eligible voters.	New with the revised draft.
[14]	5	Section 4. General Criteria for Promotion and Tenure	This section does not appear in the current OP 32.01. The section is included in the proposed revision to explicitly outline and clarify university level expectations for teaching, research and creative activity, and professional service that warrant positive consideration for tenure and promotion.	New in revised draft.

[15]	5	Part 4a.	Language is updated to be more consistent with university requirements and priorities: e.g., evaluation of faculty teaching is to include effectiveness of student learning outcomes; study abroad is an indicator of effective teaching; reviews of tenure-track faculty should occur at least annually.	New in revised draft.
[16]	6	Part 4.b., 1 st paragraph	Language is updated to be more consistent with university expectations and priorities: e.g., recognition of electronic publications, curatorships and artistic productions as creative activity, and patents and other intellectual property as expressions of research.	New in revised draft.
[17]	6	Part 4.b., 2 nd paragraph	States expectation, where appropriate, of utilizing external expert reviewers from TTU peer and aspirant-peer institutions.	New in revised draft.
[18]	6	Part 4.c., 1 st paragraph	Uses the more current terminology and concepts of outreach and engagement as encapsulating many of the functions of faculty professional service.	New in revised draft.
[19]	6	Section 5. Standards for Academic Ranks	This section extends and better clarifies the expectations for promotion from one rank to the next, among faculty, archivists, and librarians, compared to the current version of OP 32.01 that simply outlines the different titles and ranks in its section 4.	Extends Section 4, pp. 2-3
[20]	7	Part 5.b.(3)	States the expectations for external funding, relative to departmental guidelines and terms of the faculty member's appointment.	New in revised draft.
[21]	7	Part 5.b.(4)	Includes engagement of undergraduates as well as graduate students in the faculty member's contributions to scholarship.	New in revised draft.

[22]	7-10	Section 6. Decision-Making Procedure	A section of detail lacking in the current version of OP 32.01, included in the revised OP to provide clear procedures for review of tenure and promotion applications at each level of recommendation through the President.	New in revised draft.
[23]	10	Section 7. Documentation	Another section of detail lacking in the current version, here is outlined the general types of information and material considered and provided by each level to the next in evaluating applications for promotion and tenure. A more detailed outline of documentation required at the Provost level of review is specified in Attachment B: <i>Promotion and Tenure Dossier Format</i> .	New in revised draft.
[24]	11	Part 7.a.(2)	Specifies that annual faculty reports and third-year reviews are to be part of the faculty member's documentation for promotion and/or tenure.	New in revised draft.
[25]	11	Part 7.a.(3)	Specifies the documentation of contributions to graduate education, where applicable.	
[26]	12	Section 8. Appeal of Decision Not to Recommend Tenure	Since the provisions for faculty appeals of non-reappointment, etc., are now removed from OP 32.01 to a new OP 32.02, this section is included in the revised OP 32.01 to direct the reader to the appropriate section of OP 32.02.	Represents a separation of content from 32.01 to the new 32.02.
[27]	12	Section 9. Policy Revision and Implementation	This section stipulates the joint roles of the Provost and the Faculty Senate in proposing revisions to OP 32.01, and the procedures for gaining Board approval for revisions.	Some clarification of reviewer roles in 5.e.(3), p. 4.

[28]	12	First paragraph, eighth line	The asterisk in "the voting faculty" will vote..." and the corresponding footnote below the second paragraph are to give the definition of the voting faculty.	New in revised draft.
[29]	12	Second paragraph, "The revised policy is to be implemented..."	Here is stated the proviso that faculty members may choose a newly approved, revised version of this OP, or the version in effect at the time of hire or previous promotion.	New in revised draft.
[30]	13	List of "Related Operating Policies"	This list is inserted to the OP to identify for faculty and other interested readers the several other OPs pertaining to faculty appointments, roles, and due process that may inform the tenure and promotion process at Texas Tech.	New in revised draft.
[31]	13	Attachments A and B	What was Attachment A: <i>Promotion and Tenure Dossier Format</i> in the current version of OP 32.01 is now Attachment B. The <i>TTU Statement of Ethical Principles</i> is now Attachment A, as referenced in the POLICY/PROCEDURE section (p. 2).	An addition and revision to the existing OP, p. 10
[32]	18	Third line, "Candidate elects to be evaluated by the following tenure policy (select one)."	Inserted to provide a record of the faculty member's selection of which tenure and promotion policy he or she is be evaluated under, when appropriate to make such an election.	New in revised draft.
[33]	19	Table for recording Recommendations	Some slight revisions have been made to this table to clarify actions at each level. For example, "Abstention" has been removed from the blocks for Department Chairperson because this individual must vote Approve or Disapprove in the process.	Revisions to the current version.
[34]	20	GENERAL INFORMATION	Some intructions have been added to this section. For example, "A. Dossiers should be submitted electronically..." "C. Include copy of the candidate's letter of hire..." and "D. Copies of the candidate's annual reports with chairperson's assessments..."	New elements in revised draft.

[Logo] **Texas Tech University**
Operating Policy and Procedure

*** DRAFT *** 04.30.12

OP 32.01: Promotion and Tenure Standards and Procedures

DATE:

[1]

PURPOSE: The purpose of this Operating Policy/Procedure (OP) is to define University-level standards and procedures concerning promotion and tenure. All faculty being considered for promotion and tenure are to be evaluated using the version of OP 32.01 effective on the date of hire, unless they elect to be evaluated using the current version of the policy (subject to the provisions of sections 6.a. and 9 herein).

[2]

REVIEW: This OP will be reviewed in November of odd-numbered years by the senior vice provost, with recommended revisions presented to the provost and senior vice president (PSVP) by December 15. Any change in this OP must be conducted in accordance with section 9 herein.

POLICY/PROCEDURE

A university is a community of scholars whose members are engaged in the discovery, evaluation, transmission, and extension of knowledge. As such, they must be free to search for and express the truth as they find it, whether in the classroom, research/creative activity, or service as members of the community, and regardless of their tenure status. They must also be free from undue constraints, whether imposed from inside or outside the university.

Faculty members' privileges imply correlative responsibilities. In addition to maintaining standards of competence, particularly those relating to scholarship and teaching ability, faculty members are responsible for maintaining the proper attitude of objectivity, industry, and cooperation with their associates within the university. It is a faculty member's professional responsibility to contribute productively throughout his or her academic career.

As persons of learning, faculty members should remember that the public may judge their profession and institution by their utterances and other actions. They should, thus, at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and exercise every effort to make clear that, as individuals, they do not speak for the institution.

[3]

Members of the faculty who are employed in a full-time tenure-track position with Texas Tech University are covered by this OP. The tenure policy does not apply to strictly administrative positions, non tenure-track positions, or part-time appointments. [4] Approval of continuing appointment of persons holding full-time instructional positions that do not acquire tenure is described in OP 32.34. The terms and conditions of every full-time tenure-track faculty appointment shall be stated in the faculty member's letter of appointment and should be in the possession of both the university and the

*** DRAFT *** 04.30.12

Page 2

faculty member at the time of initial employment. These terms and conditions shall include departmental guidelines, college guidelines, guidelines for third-year review procedures, and this operating policy.

[5]

Texas Tech University has adopted a Statement of Ethical Principles (Attachment A) that calls on all members of the university community to accept responsibility for promoting shared ethical principles. All academic appointments and tenure judgments and recommendations rest upon honest evaluation of the faculty member's performance of his or her teaching, research, creative activity, and service responsibilities. Consistent with TTU OP 40.01 and OP 10.12, such judgments and recommendations are to be made without regard to race, religion, gender, sexual orientation, age, national origin, or disability, as defined by the Americans with Disabilities Act, as amended.

In keeping with the mission of the University, tenure and promotion of quality faculty are essential values and processes in strengthening academic quality and reputation. Tenure and promotion also incentivize the university's strategies to promote excellence in teaching, expand and enhance research and creative scholarship, and to further notable outreach and engagement.

[6]

1. Concept and Purpose of Tenure

[7]

- a. Academic tenure is designed to assure the faculty freedom in teaching, research, opinion, and full participation as citizens in the community. The purpose of academic tenure at TTU is also to retain a body of faculty best qualified to help develop and execute the core university mission of advancing knowledge and educating students. The purpose of promotion at TTU is to recognize and reward faculty with records of sustained professional accomplishment that contribute to that mission. TTU is committed to retaining and promoting faculty whose work achieves a high standard of excellence and who demonstrate through the performance of their duties a commitment to professionalism and to the core university mission. The university receives guidance from the AAUP Statement on Professional Ethics (<http://www.aaup.org/AAUP/pubsres/policydocs/contents/statementonprofessionalethics.htm>), adopted in 1966, in determining standards for professionalism, and from the AAUP Statement of Principles on Academic Freedom and Tenure (<http://www.aaup.org/AAUP/pubsres/policydocs/contents/1940statement.htm>), adopted in 1940, in ensuring traditional safeguards for academic freedom.
- b. Academic tenure has been adopted so that Texas Tech University may have the benefit of the competent and honest judgment of its faculty. Tenure recognizes the professional status of university faculty and assures that tenured employment may be terminated only for adequate cause (see OP 32.02 Faculty Non-reappointment, Dismissal, and Tenure Revocation).
- c. Tenure aims at the retention, encouragement, and promotion of the ablest and most promising faculty.
- d. Tenure may normally be obtained only after a period of probationary service. After tenure is granted, the burden of proof rests upon the university when it wishes to dismiss a tenured faculty member.

*** DRAFT *** 04.30.12

Page 3

[8]

2. Procedures for Admission to Tenure

[9]

- a. All departments shall have in place procedures for a third-year review for each untenured faculty member which is to include a written assessment and recommendation regarding the faculty member's progress toward tenure and promotion.
 - b. A faculty member must complete a reasonable probationary period before acquiring tenure in the university. The maximum probationary period for admission to tenure is the same for all tenure-track ranks. Before the end of a six-year probationary period at Texas Tech University, a tenure-track assistant, associate, or full professor, librarian, or archivist must be notified in writing either that tenure has been awarded or that the appointment will not be renewed at the end of the seventh, terminal year.
 - c. Computation of the maximum probationary period begins based on the written terms and conditions indicated in the faculty member's letter of appointment to a tenure-track rank. Probation is not reduced by previous non-tenure-track appointments or by promotions made during that period.
 - (1) The probationary period for admission to tenure shall begin in September of the calendar year in which the appointment is made.
 - (2) After the probationary period begins, all time accrued in full-time service at Texas Tech University in a tenure-track rank will be counted in the probationary period. If extenuating circumstances, as judged by the PSVP, justify a suspension of the tenure probationary period causing the years included not to be sequential, a request for an extension of the probationary period may be made to the PSVP. The request will be initiated by the faculty member, reviewed and commented upon by the department/division chairperson and college dean, and forwarded to the PSVP for a decision.
 - d. Exceptions to tenure timeline.
 - (1) In exceptional cases, associate professors, librarians and archivists and full professors, librarians and archivists may be hired with tenure when the traditional tenure review procedure precedes the appointment.
 - (2) Faculty members who are promoted in rank shall not thereby acquire tenure unless the normal tenure review procedure has been completed.
- [10]
- (3) Tenure may be awarded prior to completion of the full probationary term, though a positive third-year review is strongly encouraged. A faculty member may request early tenure consideration prior to completing the full probationary period without prejudice for later reconsideration. For an early tenure bid, the faculty member's record of accomplishment at Texas Tech University on the standard criteria set by the department and college for admission to tenure is to be the equivalent or more than would be expected at the completion of a full probationary period.

- e. The faculty member has primary responsibility for preparation and submission of a dossier by the start of the sixth year of the probationary period, with guidance provided by the department chairperson, designated representative, or departmental committee (see Attachment B). Material submitted to the PSVP shall be limited to the designated format and should consist of no more than 20 pages, exclusive of all letters, annual reports, curriculum vitae, and department and college guidelines, which must be included in the package or [11] submitted electronically. Any changes in the designated format (Attachment B) must be distributed to the deans by the PSVP no later than April 15 of the year in which the affected candidates are preparing their dossiers.
- f. A common format (Attachment B) for promotion and tenure dossiers shall be used to assure fairness in the decision-making process. As promotion and tenure require that a person's professional record and contributions be reviewed, the format calls for information on educational background, previous academic and professional experience, teaching and advising responsibilities, research and scholarly contributions, service and engagement activities since the most recent promotion or tenure decision. Some departments or colleges may wish to add other special categories for review at those levels. A copy of the dossier, either paper or electronic, shall be made available for review by the voting faculty within the department.
- g. Primary responsibility for the evaluation of the academic qualifications of candidates for tenure rests with the faculty. When the organizational structure permits, four sequential levels exist in the tenure review process. (Note: Colleges and schools may be organized by departments or divisions or function as a single unit. In this OP, "department" and "chairperson" will be used to refer to the basic academic unit of a college and that unit's administrative head.)
 - (1) Evaluation by the department, which includes a vote by the tenured faculty, and a recommendation by the chairperson, who does not attend or participate in the faculty vote;
 - (2) Two events occur at the college level: first, a review by the college tenure committee, which provides a recommendation to the dean; second, a letter of recommendation provided by the dean, who does not attend or participate in the department faculty vote, nor participate in the vote of the college tenure committee.
 - (3) Review by the PSVP, which includes review and a vote by the Dean of the Graduate School except for candidates from the school of Law, and, at the PSVP's discretion, review and a vote by [12] the Vice President for Research, and review, but not votes, by members of the provostial staff. In any such deliberations the greatest possible weight should be accorded to the department's and dean's assessments of the candidate, whose assessments should have carefully considered the faculty's evaluation of the candidate. Any decision to overturn a departmental or college vote by the PSVP should only be made after further consultation with the affected dean or chair.
 - (4) Review by the University President, who makes recommendations for tenure through the Chancellor to the Board of Regents. The action of the Board of Regents awards faculty members tenure.

*** DRAFT *** 04.30.12

Page 5

[13]

3. Procedures for Promotion

- a. Promotion from Assistant to Associate Professor, Librarian, or Archivist normally occurs at the same time as the decision on tenure and follows the same procedures. Only faculty at a higher rank may participate in any promotion vote during the department or college review process.
- b. Promotion from Associate to Full Professor, Librarian, or Archivist generally follows the same procedures as for promotion to Associate, except that only faculty at the higher rank may participate in any vote during the department or college review process.

[14]

4. General Criteria for Promotion and Tenure

Academic promotion and tenure are awarded to faculty who make continuing contributions in the areas of teaching, research and creative activity, and professional service, any of which may include outreach or engagement. While promotion and tenure determinations are separate and distinct, similar standards and procedures apply to both. The preservation of quality requires that all persons recommended clearly satisfy the general criteria presented herein. The relative weight given to each of the three components and specific criteria will depend on the standards in the individual disciplines as expressed in the departmental promotion and tenure standards, which must conform to documented college and university standards.

a. Teaching

[15]

Teaching includes activities that contribute to student learning. Evaluation of teaching shall include effectiveness of course content and delivery, student learning outcomes, and demonstration of up-to-date knowledge of the candidate's discipline. In some instances, teaching may be indirect, primarily in support of student learning activities. Faculty members also influence teaching by designing courses and curricula. Textbooks, articles and other contributions to creative pedagogy, and innovative instructional materials -- including documentation related to service-learning outcomes -- may be considered contributions to teaching. Leading students on studies abroad is another contribution to teaching. In addition, faculty members influence teaching in less tangible, but no less decisive ways, through activities such as counseling students.

Detailed and specific evidence of effective teaching shall be included in the dossiers of faculty members being recommended for promotion and tenure. Each department is to apply its documented procedures for peer evaluations of teaching to each tenure-track faculty member at least annually. Candidates for promotion should also be provided peer evaluations of teaching in, at latest, the semester prior to application for promotion. Evidence in the dossier should be limited to a one-page summary of peer evaluations and student evaluations for each year of service since appointment or previous promotion. The department chairperson, in consultation with the candidate, shall provide the summary of teaching effectiveness, including involvement in graduate education, as applicable. Faculty colleagues should be asked to evaluate the objectives, methods, and materials of courses designed and/or taught by the individual as part of summative peer evaluation. Charts, graphs, portfolios, and other data may be included in appendices and subsequently removed by the Dean before submission to the PSVP.

b. Research and Creative Activity

[16]

Faculty are expected to contribute directly to the enhancement and expansion of Texas Tech University's research and creative scholarship. Research and creative activity serve to advance the discipline or the state of the art. Evidence of research and creative activity includes print or electronic publications, non-print presentations, funded grant applications and reports, patents and other intellectual property, curatorships, and artistic productions and performances. Textbooks and innovative instructional materials having significant value beyond this campus may be considered contributions to research and creative activity.

The dossier of an individual should provide substantiating evidence of quality submitted by appropriate observers within and outside the university, such as appraisal of the candidate's books or artistic performances. Outside reviewers who work in the same or a closely related field, and who have an objective expertise to evaluate the faculty member, shall be selected by the chair in consultation with the faculty member. [17] Wherever appropriate, at least three of the reviewers should be from TTU's national or international peer institutions or aspirational peer institutions. Candidates must disclose which letters come from reviewers with whom they have a relationship that might raise a potential conflict of interest, such as collaborators, coauthors, former professors, or students. The total number of letters is not restricted.

c. Professional Service

Faculty members are expected to make professional contributions through service to the department, college, university, discipline at large, and, as appropriate, to the broader community. These contributions to [18] outreach and engagement may include discipline-related activities in service to the immediate community, to the state and region, and to society at large, as well as service in one's department and across the university as advisers, committee members, task force members, workshop and symposium participants, international development grant participants, and similar types of activities.

Participation in the activities of professional societies and organizations, especially through service in leadership roles, is a strong indication of professional commitment. Contributions through presentations and consultative services are regarded as further evidence of professional reputation. Such service and activities may include paid (compensated) as well as unpaid work on behalf of the profession.

[19]

5. Standards for Academic Ranks

Each department and college may have requirements defined for each rank that exceed those of the university. The minimum university requirements for each tenure-track academic rank are as follows:

a. Assistant Professor/Librarian/Archivist

In a tenure track, normally, one is appointed as an assistant professor. This initial appointment requires completion of the terminal academic degree (or its equivalent) defined by the department, as appropriate for the position to be held by the candidate, and an ability to teach effectively. Promise of growth in teaching, research and creative activity, and service are also

*** DRAFT *** 04.30.12

Page 7

necessary.

b. Associate Professor/Librarian/Archivist

Promotion from the rank of assistant professor to associate professor, and a tenure decision at this level, requires:

- (1) A demonstrated record of effectiveness as a teacher at Texas Tech University;
- (2) A record of peer-reviewed publication and/or peer-reviewed creative activity which has contributed to the discipline or field of study, to the candidate's intellectual and artistic development, and to the quality of the department.
- [20]
(3) Generation of external funding, or earnest effort to do so, according to departmental tenure guidelines and commensurate with terms of the faculty member's letter of appointment.
- [21]
(4) A record of engagement of undergraduates or graduate students in research, scholarship and creative activity in disciplines where such efforts are specified by departmental tenure guidelines.
- (5) A record of professional service that meets departmental tenure guidelines.
- (6) Promise of growth in teaching and research or artistic and creative activity.

c. Professor/Librarian/Archivist

For promotion to the highest academic rank, or a tenure decision at this level, the candidate's academic achievement and professional reputation should be superior and should have resulted in national and/or international recognition. This rank can be earned only by the faculty member who has demonstrated continued growth in, and has a cumulative record of, teaching effectiveness, substantial peer-reviewed publication and/or peer-reviewed creative activity, external funding of scholarship (for those disciplines where such funding is available and expected), engagement of undergraduates or graduate students in research, scholarship and creative activity, support for those students (for those disciplines where such support is expected), and professional service, which may include outreach and engagement.

[22]

6. Decision-Making Procedure

a. Review by the Department

Recommendations for promotion and tenure originate with the department. Each department will develop written procedures to be utilized in promotion and tenure considerations. Each department will also develop specific written standards for promotion to each professorial rank that reflect its mission and, at the same time, meet university criteria. These procedures and standards must have the approval of the dean and the PSVP. Subsequent changes in approved standards or procedures must be similarly approved. After the department, the dean, and the PSVP have ratified written standards, the primary responsibility for evaluating individual promotion and tenure requests in terms of those standards will be assigned to the

*** DRAFT *** 04.30.12

Page 8

faculty in the department in which the request is made. If changes are made to a department's promotion and tenure standards and procedures, or a candidate moves to another department, the candidate may choose to use either the new standards and procedures, or the ones in effect when hired (if being considered for associate rank) or those in effect when the candidate was last promoted (if being considered for promotion to full professor).

- (1) Department procedures shall identify the nature and composition of promotion and tenure committees. Procedures must allow for a formal vote of appropriate faculty members. The faculty vote should be strongly considered throughout the promotion and/or tenure process. Each department shall determine in advance its voting criteria, subject to adhering to university guidelines, and the college of which this department is a part must approve these criteria. Faculty votes shall be unsigned. Voting faculty should be made aware that written ballot comments will become part of the promotion/tenure dossier. Written ballot comments are encouraged because of insights they provide to the pattern of voting and to peers' considerations of the candidate's record. The chairperson and one other individual shall count the ballots and certify in writing as to the vote. Faculty members holding ranks equal to or higher than that to which the person desiring promotion aspires shall constitute the eligible voters, whether or not these individuals are tenured.
- (2) The candidate shall prepare, in cooperation with the designated department representative or committee, the formal promotion and tenure dossier. Once the dossier has been submitted for consideration in the department, no further information should be added to the dossier, other than that required by department and collegiate procedures with regard to recommendations by review committees, department chairpersons, or dean. Each dossier shall contain a signed statement by the candidate indicating that the candidate has reviewed all contents of the dossier as prepared for submission to the dean and department/college committee.
- (3) In transmitting a recommendation to the dean, a department chairperson must indicate who has been consulted, the form of the consultation, the faculty vote, the vote of any departmental committee charged with the recommendation, and the chairperson's own vote, positive or negative (the department chairperson may not abstain). The recommendation of the department chairperson will be provided to the candidate at the time it is forwarded to the dean. Faculty members may then request without prejudice, in writing, that their dossiers be withdrawn from further consideration, in which case, the dossiers will not be forwarded.
- (4) At Texas Tech University it is not possible to hold different academic ranks in different departments. Therefore, for a faculty member who holds budgeted joint appointments in two academic departments, the recommendation for promotion and tenure must be a joint submission of both departments concerned, and the promotion and tenure recommendation shall be considered positive only if both departments make positive recommendations. Recommendations must be processed according to the regular procedures of both departments. It is incumbent upon the chairpersons of both departments to ensure initiation of the review process.
- (5) If a faculty member holds less than a half-time appointment in one department and more than a half in another department, the recommendation will be made by the department

*** DRAFT *** 04.30.12

Page 9

where the major responsibility lies. It is the primary department's responsibility to originate consideration and to inform the secondary department of its intent. For these unequal joint appointments, recommendations must be processed according to the regular procedures of both departments. However, while the secondary department must process the candidate according to its normal procedures, the outcome of its deliberation will be provided to the primary department. The primary department shall take into consideration the secondary department's opinion and shall include it as part of the dossier. These specifications apply to all joint appointments, whether or not the salary is divided by source.

- (6) In addition to the required consultation with faculty members of senior rank within the department and the joint consideration of joint appointments, originating departments are urged to consult with others who may have special knowledge of the performance of candidates and to solicit letters from such persons. Examples of such persons include faculty members from other departments if candidates under consideration have taught a number of students from those departments, served on committees in those departments, or engaged in interdisciplinary teaching or research with members of those departments. It is also appropriate to solicit letters from administrative officers in various parts of the university concerning service by the candidate. Any such written correspondence is to be part of the dossier as prepared for submission to the dean and reviewed by the candidate.
- (7) The majority of comments related to a candidate's credentials should come from qualified persons outside Texas Tech University. Letters from reviewers shall be solicited by the chairperson or designated representative, and become a part of the candidate's dossier. The reviewers shall be selected by the chair in consultation with the candidate. Reviewers shall be asked to comment on the quality of published research or creative activity of a candidate, on service to professional or other organizations, on the candidate's teaching, or on relevant matters within their competence to judge. Reviewers should not be asked simply "Does this individual merit promotion?"

All letters solicited from within or outside the university shall be included in the dossier so that review bodies may have access to all relevant information. Prospective reviewers shall be informed that the letters become a component of the dossier.

- (8) A department may have too few voting-eligible faculty to provide sufficient review. In such cases, the department chairperson, in consultation with the dean, should seek the advice of an existing executive committee or other college-wide body, or may appoint an appropriate advisory committee for review of a specific case. The composition of the committee and its recommendations must be reported in the dean's recommendation to the PSVP.

b. Review by the College or School

- (1) It is the responsibility of the dean to recommend either positively or negatively on all promotion and tenure recommendations forwarded by department chairpersons. The dean shall forward to the PSVP all dossiers and recommendations together with a statement indicating the reasons for each recommendation. In all cases, information regarding the dean's recommendation will be provided to the department chairperson and

*** DRAFT *** 04.30.12

Page 10

the candidate. A candidate for tenure and/or promotion may then request in writing that the dossier be withdrawn from further consideration, in which case the dossier will not be forwarded, without prejudice.

- (2) In the process of reviewing the recommendation, the dean will seek formal advice of an executive committee or other appropriate college-wide committee. In making a recommendation to the PSVP, the dean will specify the nature of the report and the vote of the committee.

c. Review by the Provost & Senior Vice President

It is the responsibility of the PSVP to receive dossiers and recommendations regarding promotion and tenure, to review them with respect to the department, college or school, and university standards, and to approve or disapprove all recommendations received.

A review and vote by the dean of the Graduate School will be included at this stage in the decision-making process, except for candidates from the School of Law. At the PSVP's discretion, review and a vote by the Vice President for Research, and review, but not votes, by faculty members of the provostial staff may also be included. The PSVP will meet with each collegiate dean and discuss that dean's recommendations. The PSVP will subsequently transmit dossiers and recommendations to the president.

d. Review by the President

It is the responsibility of the president to receive all recommendations regarding promotion and tenure from the PSVP, to review them and to approve or disapprove the recommendations. After the review, the president will meet with the PSVP and discuss the recommendations. The approved recommendations will thereafter be transmitted to the Chancellor for review of the recommendations, and then to the Board of Regents for final consideration.

[23]

7. Documentation

a. Materials to be provided by the Candidate to the Academic Unit

- (1) Appropriate supporting materials that cannot be provided from academic unit files;
- (2) All materials required by the academic unit's procedural guidelines, and in particular each of [24]t he candidate's annual faculty reports with chairperson's assessments, and a report of the third-year review in the case of probationary assistant professors; and
- (3) Summaries of research and creative activity, including external funding activity, professional service, and, in consultation with the unit head, summaries of teaching effectiveness. The teaching summary should clearly delineate [25] contributions to graduate education (if applicable) such as teaching of organized graduate courses, chairing or memberships on thesis and dissertation committees, mentoring individual graduate students, and similar activities.

b. Materials to be provided by the Department Chairperson to the Dean

*** DRAFT *** 04.30.12

Page 11

- (1) A separate letter concerning each candidate, giving the following information:
 - (a) Chairperson's recommendation with evaluation of the candidate's teaching effectiveness, research and creative activity, and professional service;
 - (b) The summary vote of appropriate faculty members;
 - (c) The summary vote of any departmental committee making recommendations to the chairperson, and
- (2) Another section that includes the unsigned ballot comments, separated from the ballots.
- (3) A file concerning the candidate containing letters or memoranda of advice, opinion, evaluation, or recommendation. Chairpersons should prepare a summary of the qualifications and purpose for selection of each individual from whom a letter has been received, and must disclose which, if any of the reviewers have had a personal relationship with the candidate, such as collaborator, coauthor, former professor or student. This information shall be submitted along with the letters. Departmental procedures for soliciting letters shall be included in the written procedures for promotion and tenure developed by the unit.
- (4) Complete dossier of the candidate organized in the specified format (Attachment B). Copies of publications, works of art, etc., should be included only if specifically requested by the dean. Copies of these materials will not be forwarded to the PSVP unless requested.
- (5) It is the responsibility of the department to clarify, when appropriate, why the candidate is uniquely qualified for promotion or tenure, i.e., to reflect any circumstances that are not readily apparent. \

c. Materials to be Supplied by the Dean to the Provost & Senior Vice President

- (1) A cover letter summarizing collegiate procedures;
- (2) A letter of recommendation by the department chairperson for each candidate;
- (3) A letter of recommendation by the dean for each candidate, including the department vote; and/or
- (4) Recommendations of any college-wide review committee, including the summary vote of each such committee; and
- (5) The dossier of each candidate, excluding appendices, but including letters solicited by the chairperson.

[26]

8. Appeal of Decision Not to Recommend Tenure

Faculty who contend they have been denied the recommendation for tenure or promotion improperly or unfairly due to (a) considerations that violate academic freedom, (b) for

*** DRAFT *** 04.30.12

Page 12

constitutionally impermissible reasons, or (c) significant noncompliance with the University's established standards or procedures may address their concerns to the Tenure Advisory Committee through the PSVP, who shall forward them to chair of the Tenure Advisory Committee. The composition and responsibilities of the Tenure Advisory Committee and Hearing Panel Procedures are those set forth in OP 32.02 Section 2(b)(3)—Faculty Non-reappointment, Dismissal, and Tenure Revocation.

[27]

9. **Policy Revision and Implementation.**

Under the statutory authority of the State of Texas, the Board of Regents has the sole authority to revise this tenure policy. Proposal of revisions is the joint responsibility of the PSVP and the Faculty Senate in accordance with the principle of shared governance. In addition to the regular reviews, the Tenure Advisory Committee, the Faculty Senate, or other academic groups may submit proposals for revision at any time. Proposals approved by the PSVP will be reviewed by the Faculty Senate. If the Senate approves the proposed revisions but judges that they represent significant changes to the intent, standards, or procedures of the policy, the Faculty Senate shall present them to the voting faculty for consideration. In this process, [28] the voting faculty* will vote for approval or disapproval of the proposals. If approved by a majority of those voting, the proposals shall be forwarded by the PSVP to the president for his review and then, if the president approves, to the Chancellor, and then to the Board of Regents for its consideration. Proposed revisions that are not deemed by the Faculty Senate to require a faculty vote shall be sent directly from the PSVP to the president, who, if the president approves them, will take the recommendations to the Chancellor, and then to the Board of Regents.

[29]

The revised policy is to be implemented immediately upon approval by the Board of Regents. Faculty members being considered for promotion or tenure will have the opportunity to choose to be evaluated under the policy in effect on the date of their hire (if being considered for promotion to associate professor) or the date of their last promotion (if being considered for promotion to full professor) or the current policy (see Attachment B). The tenure of faculty members who have attained tenure under prior versions of this policy at Texas Tech University continues. This policy shall not be applied in derogation of any faculty member's contract rights as set forth in the faculty member's letter of appointment.

*The voting faculty consists of all tenured or tenure-track faculty on full-time appointments who have completed a residence of one year at this University.

[30]

Related Operating Policies

- OP 32.02 **Faculty Non-reappointment, Dismissal, and Tenure Revocation**
- OP 32.06 **Faculty Responsibility**
- OP 32.17 **Faculty Appointments and Titles**
- OP 32.34 **Approval of Faculty in Non-tenure Acquiring Ranks**

[31]

Attachment A: *TTU Statement of Ethical Principles*

Attachment B: *Promotion and Tenure Dossier Format*

*** DRAFT *** 04.30.12

Page 13

Attachment A
OP 32.01 Promotion and Tenure Standards and Procedures

TTU Statement of Ethical Principles

*** DRAFT *** 04.30.12

Page 14

Texas Tech University Statement of Ethical Principles

“DO THE RIGHT THING”

Texas Tech University is committed to the values of mutual respect; cooperation and communication; creativity and innovation; community service and leadership; pursuit of excellence; public accountability; and diversity.

— 2005 Texas Tech University Strategic Plan

Texas Tech University is committed to being an ethical institution. In recognition of the rights and inherent dignity of all members of the Texas Tech University community, the university is committed to supporting the following principles and to protecting those rights guaranteed by the Constitution, the laws of the United States and the State of Texas, and the policies adopted by the Board of Regents. As members of the Texas Tech community, faculty, students, staff, administration, and all stakeholders accept responsibility for abiding by and promoting the ethical principles of the university described below. Although legal behavior and ethical behavior overlap in many areas, they are quite distinct from each other. While we follow legal requirements, an ethical institution goes beyond them to achieve the following values.

Mutual Respect

Texas Tech University is committed to an open and diverse society. Each member of the Texas Tech community has the right to be treated with **respect** and dignity. This right imposes a duty not to infringe upon the rights or personal values of others. Professional relationships among all members of the Texas Tech community deserve attention so that they are not exploited for base motives or personal gain.

Cooperation and Communication

Texas Tech University is committed to the promotion of professional relationships and open channels of **communication** among all individuals. The university will publish and disseminate in a timely manner its values, policies, procedures, and regulations, as well as any other information that is necessary to protect and educate all members of our community. We encourage and provide opportunities for the free and open exchange of ideas both inside and outside the classroom. While the free expression of views in orderly ways is encouraged, personal vilification of individuals has no place in the university environment.

Creativity and Innovation

Texas Tech University is committed to ethical institutional programs that meet the teaching, research, and service objectives of each discipline and department, to policies that are consistent with those objectives, and to a working and learning environment that encourages active participation. Such exemplary environments often challenge existing worldviews, requiring trust in the process of discovery and the acceptance of uncertainty and ambiguity within ethical parameters. The university supports all its members in life-long learning—a process that is both challenging and rewarding—and encourages **creative** and **innovative** means to achieve this goal through both opportunities and incentives.

Community Service and Leadership

Texas Tech University is committed to ethical **leadership** practices at all levels and to our tradition of

*** DRAFT *** 04.30.12

Page 15

community service, both within the university community and in our relationships with the greater community. We strive for exemplary professional and **community service** through research, creative works, and service programs that extend beyond the university environment. We strive to provide excellent service in a caring and friendly environment and encourage such involvement in the community by all faculty, students, staff, and administration.

Pursuit of Excellence

Texas Tech University is committed to achieving **excellence** in all aspects of its community. We expect this in the expertise and performance of our faculty, staff, and administration, as well as the continuing education of our students. A high standard of professionalism, including opportunities for professional contact and continuous growth, is expected of our faculty, students, staff, and administrators. The university is committed to academic integrity and to the effective and just implementation of a system designed to preserve and protect it. The university intends to be a model of **excellence**, following best practices in its professional work, displaying the highest standards in its scholarly work, and offering venues to showcase national and international examples of achievement.

Public Accountability

Texas Tech University is committed to transparency in governance, personal responsibility, and both individual and organizational integrity. Being responsible requires us to be thoughtful stewards of our resources—**accountable** and respectful to ourselves, to each other, and to the publics we serve. A sense of institutional and public responsibility requires careful reflection on one's ethical obligations and the duty to respect commitments and expectations by acknowledging the context and considering the consequences, both intended and unintended, of any course of action. We promptly and openly identify and disclose conflicts of interest on the part of faculty, staff, students, administration, and the institution as a whole, and we take appropriate steps to either eliminate such conflicts or ensure that they do not compromise our procedures and values. When we make promises, we must keep those promises. We strive to do what is honest and ethical even if no one is watching us or compelling us to "do the right thing."

Diversity

Texas Tech University is committed to the inherent dignity of all individuals and the celebration of **diversity**. We foster an environment of mutual respect, appreciation, and tolerance for differing values, beliefs, and backgrounds. We encourage the application of ethical practices and policies that ensure that all are welcome on the campus and are extended all of the privileges of academic life. We value its cultural and intellectual **diversity** because it enriches our lives and the community as a whole, promoting access, equity, and excellence.

*** DRAFT *** 04.30.12

Page 16

Attachment B
OP 32.01 Promotion and Tenure Standards and Procedures

Promotion and Tenure Dossier Format

*** DRAFT *** 04.30.12

Page 17

Last Name

First Name

Middle Name(s)

Consideration for: Tenure _____ Promotion _____

[32]

Candidate elects to be evaluated by the following tenure policy (select one):

_____ **Tenure policy in effect at time of hire**

_____ **Tenure policy in effect at time of last promotion (promotion dossiers only)**

_____ **Tenure policy that is currently in effect**

*** DRAFT *** 04.30.12

Page 18

[33]

RECOMMENDATIONS

EVALUATOR	TENURE	PROMOTION
Department Committee (ballot count)	Approve _____ Disapprove _____ Abstention _____	Approve _____ Disapprove _____ Abstention _____
Department Chairperson (signature)	Approve _____ Disapprove _____	Approve _____ Disapprove _____
College or School Committee (ballot count)	Approve _____ Disapprove _____ Abstention _____	Approve _____ Disapprove _____ Abstention _____
Dean of College or School (signature)	Approve _____ Disapprove _____	Approve _____ Disapprove _____
Dean, Graduate School (signature)	Approve _____ Disapprove _____ Abstention _____	Approve _____ Disapprove _____ Abstention _____
Provost & Senior Vice President (signature)	Approve _____ Disapprove _____	Approve _____ Disapprove _____
President (signature)	Approve _____ Disapprove _____	Approve _____ Disapprove _____

*** DRAFT *** 04.30.12

Page 19

[34]

GENERAL INFORMATION

- A. Dossiers should be submitted electronically according to instructions provided by the Provost's office.
- B. The vita should include the chairperson's ratings of publications, exhibits, or performances adjacent to each item. Only those items since the candidate's most recent promotion at TTU need to be rated.
- C. Include copy of the candidate's original letter of hire that set forth TTU's expectations for the faculty member.
- D. Copies of the candidate's annual reports with chairperson's assessments and the report of the third-year review should be provided. Just the annual reports and assessments as of the most recent promotion should be provided for cases that are promotion only.
- E. Solicited or unsolicited letters should be included in the submission to the dean and the provost/senior vice president (PSVP). Letters from individuals outside the university are required (see OP 32.01 section 4.b.). Unit heads should provide information on the qualifications to judge the candidate's work for each person who provides a letter.
- F. Only one submission regarding departmental and collegiate procedures should be included for each department and college.
- G. Format of the submission to the PSVP

The dossier should be submitted as an electronic file with the following sections:

- 1. Dean's letter
- 2. Chairperson's letter. If a department or area tenure and promotion review committee provided written recommendations to the faculty and/or chairperson, that committee's report should follow the chairperson's letter.
- 3. Vita with chairperson's rating of publications and creative activity
- 4. Letters from external reviewers.
- 5. Basic information, to include the faculty member's original letter of hire.

*** DRAFT *** 04.30.12

Page 20

6. Applicant's summary of teaching effectiveness
7. Applicant's summary of research and creative activities
8. Applicant's summary of service activities
9. Faculty annual reports with chairperson's assessments, including third-year review where applicable.

DEAN'S EVALUATION

Dean's Recommendation:

The dean should submit in this section of the dossier a letter to the PSVP indicating the basis of the recommendation for the candidate. At the time the dossier is submitted to the PSVP, the candidate should also be provided information regarding the dean's recommendation.

(At this stage, only summary data should be submitted to the PSVP on student and peer evaluations, etc. Research and creative activity should be rated in the vita, but examples, publications, slides, etc. should not be forwarded unless requested.)

ACADEMIC UNIT EVALUATION

A. Department Chairperson's Recommendation:

The department chairperson should submit in this section of the dossier a letter to the dean indicating the basis of the recommendation(s) for the candidate. At the time the dossier is submitted to the dean, the candidate should also be provided information regarding the recommendation.

B. Departmental Procedures:

The department chairperson should submit to the dean and college committee tenure and promotion ballots and ballot comments for each candidate. The ballot comments should be separated from the ballots when submitted to the college.

SUPPORTING INFORMATION

- A. Include a complete up-to-date vita with chairperson's rating of research and creative activity. After the applicant's submission to the department, the department chairperson must evaluate the reputation of the source publishing the results of the research, or standard for creative exhibition or performance, by placing a number in the left-hand margin of the curriculum vita. The chairperson may use additional sheets for notes and explanations if necessary. Include only publications or activities that have occurred since the last promotion. Only the applicant's summary and vita with chairperson's rating of publications or creative activity should be included for submission to the PSVP unless additional evidence is requested.

The scale is to be used for publications with the following definitions:

5 = Outstanding recognition in field, highly prestigious, refereed.

*** DRAFT *** 04.30.12

Page 21

- 4 = Highly respected in field, refereed.
- 3 = Good reputation, selective in publication, refereed.
- 2 = Average, fairly easy to publish in, typically refereed.
- 1 = Below average publication, not discriminating on articles published.
- 0 = Not to be counted as publication.
- S = Special publication not ranked above.

B. Solicited and unsolicited letters of support, especially from outside the university, including information related to qualifications of the persons submitting letters to judge the candidate's work (see OP 32.01 section 4.b.).

C. Basic Information:

Original letter of appointment.

1. Date of employment
2. Rank and title
3. Highest degree
4. Terminal degree for this position
5. Special qualifications
6. Experience in other institutions of higher education
7. Nature of initial assignment
8. Changes subsequent to employment:

Degrees completed:

University	Degree	Date Conferred
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Promotions granted:

a. Date _____ from (rank) _____ to

b. Date _____ from (rank) _____ to

c. Number of calendar months from last promotion until beginning of this semester

*** DRAFT *** 04.30.12

Page 22

Percent of time allocated to teaching, research, and service in current position:

___% Teaching ___% Research ___% Service

9. In support of this recommendation:

Percent of assignment to teaching (average for last 3 years): _____ %,
i.e., the portion paid from teaching salaries for the 9-month academic year

Teaching load last 4 semesters, excluding summer:

This Semester:			Last Semester:		
Course #	Credits	Enrollment	Course #	Credits	Enrollment
a.			a.		
b.			b.		
c.			c.		
d.			d.		
e.			e.		
Previous Semester:			Previous Semester:		
a.			a.		
b.			b.		
c.			c.		
d.			d.		
e.			e.		

Student advising activities and responsibilities:

For chairperson's response: Compared to other teaching assignments in the department, this applicant's load has been:

High _____ Average _____ Low _____

TEACHING EFFECTIVENESS

Summary evidence of teaching effectiveness prepared by the unit head in consultation with the applicant. Peer and student evaluation summaries are to be included.

*** DRAFT *** 04.30.12

Page 23

RESEARCH AND CREATIVE ACTIVITY

Summary evidence of research and creative activity prepared by the applicant.

PROFESSIONAL SERVICE

Summary evidence of professional service prepared by the applicant.

Summary and Key to Revisions to OP 32.02 Faculty Non-reappointment, Dismissal, and Tenure Revocation

As of March 27, 2012

Revisions to OP 32.02 coincide with revisions to OP 32.01 Promotion and Tenure Standards and Procedures. The purpose of revisions to 32.02 are:

1. To separate procedures for faculty appeals of non-reappointment, dismissal, or tenure revocation (this OP) from the procedures for admission to tenure (OP 32.01 revised).
2. To clarify the procedures outlined in the OP by slightly restructuring the content and adding some new sentences, phrases, and notes.

Revisions to the former OP 32.01 resulting in the revised OP 32.01 and this new version of OP 32.02 began with recommendations from faculty over two years ago. Since then, revisions have been reviewed, exchanged, and now agreed upon by individual faculty, the Faculty Senate, the faculty at large, by Provost Smith and the Provost's staff, General Counsel and System staff, and President Bailey and his staff. Provost Smith announced at the August 2011 meeting of the Board of Regents that revisions to OP 32.01 and 32.02 were forthcoming. The Board of Regents has final approval authority over changes to the university's promotion and tenure policies. The revised policy is hereby recommended for review by Chancellor Hance and for consideration of approval by the Board.

The following table is keyed to the revised draft of OP 32.02 **Faculty Non-reappointment, Dismissal, and Tenure Revocation**, dated March 27, 2012. The first column of the table gives the key, [#], to places in the draft document where the particular revisions are found. The second and third columns indicate the corresponding page numbers and sections where the revisions appear. The fourth column describes the revisions or additions. The last column notes the section in the existing or "old" version of OP 32.01 where the revision applies, or whether the revision is a new addition. Only the more substantive revisions are outlined in the table and marked on the revision draft. Some two dozen or more minor revisions in wording and phrasing are not indicated in this version.

Summary and Key to Revisions to OP 32.02 Faculty Non-reappointment, Dismissal, and Tenure Revocation

As of March 27, 2012

Revision Marker in the Revised Draft of OP 32.02	Page # in Revised Draft of OP 32.02	Paragraph or Section in Revised Draft of OP 32.02	Modifications or Additions Made to the Revised Draft of OP 32.02	Corresponding or Affected Portion of the Current or "Old" Version of OP 32.01
[1]	1	OP #	This entire OP is taken from the existing, or "old" OP 32.01 in order to separate procedures for appeal of negative decisions against a faculty member's continued employment with the university (this OP) from procedures for admission to tenure and promotion (revised OP 32.01).	Section 6 Tenure Advisory Committee, through Section 9 Timelines for Notice of Non-reappointment, pp. 5-10
[2]	1 (also 2, 4, 5, 6)	OP title (and elsewhere)	The term "dismissal" replaces "termination," where appropriate, as it is somewhat softer and more accurate.	Where "termination" is used, with a couple of exceptions
[3]	1	REVIEW	Now specifies each level of review (Faculty Senate, provost, president, Chancellor) on way to the Board for approval of any changes to this OP.	Parallels REVIEW in OP 32.01.

[4]	1	POLICY/PROCEDURE	Items a, b, and c moved here.	p. 5, Section 7. Definitions of Termination
[5]	1	Section 1.a.	Proviso added for president to extend timeline of response to Tenure Advisory Committee recommendation.	New to the revised OP 32.02
[6]	2	1 st line, 1 st paragraph continuing 1.b.	The footnote with "the voting faculty" is to give the definition of the voting faculty.	New to the revised OP 32.02
[7]	2	2. Procedure for Tenure Revocation, Non-reappointment, and Dismissal Cases	This section incorporates "old" 32.01 Section 7 Definitions of Termination, and Section 8 Termination Review Procedures...	p. 5, Section 7 and Section 8
[8]	2	2.a., 1 st and 2 nd paragraphs	These paragraphs placed here as they help explain the necessity of adequate cause in revocation of tenure.	p. 5, Section 7 in OP 32.01
[9]	2	2.a., 3 rd paragraph, line 4	For clarification, note is made that formal charges precipitating tenure revocation are to be brought by the president.	New in the revised OP 32.02
[10]	3	2 nd full paragraph, lines 3-5	Wording added to clarify possible necessary delays in procedures.	p. 6, Section 8.a.(1), 3 rd paragraph
[11]	3	Paragraph (3), 4 th line	The footnote with "Office of General Counsel" is to advise that the State of Texas requires that employment of outside counsel must be approved by the State Attorney General.	New in the revised OP 32.02

[12]	4	Paragraph (5), last three lines	A 30-day timeline is noted so parties are aware of scheduling for Board agenda	New in the revised OP 32.02
[13]	5	Part b. Non-reappointment and Dismissal of Non-tenured Faculty Members	The phrase "of Non-tenured Faculty Members" added to this section title to clarify which faculty members it applies to.	p. 8, Section 8.b.
[14]	5	Paragraph (2), 3 rd paragraph, lines 5-7	Sentence "If the faculty committee concludes there is no probable cause..." is added here to clarify a point at which the process can end.	New in the revised OP 32.02
[15]	6	Paragraph (4), 5 th line	The footnote with "Office of General Counsel ³ " is to advise that the State of Texas requires that employment of outside counsel must be approved by the State Attorney General.	New in the revised OP 32.02
[16]	7	Section 4, 1 st paragraph, lines 5-7	The phrase "as set forth in the faculty member's letter of appointment" is inserted to conform to a similar statement in revised OP 32.01. The phrase, "nor shall it be used to restrain..." was moved here from the PURPOSE statement per Counsel.	p. 10, Section 10, end of paragraph 2

[17]	7	Section 4, 2 nd paragraph, line 5	The asterisk with “the voting faculty*” and the corresponding footnote are to give the definition of the voting faculty.	New in the revised OP 32.02
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*** DRAFT *** 04.30.12



TEXAS TECH UNIVERSITY

Operating Policy and Procedure

OP 32.02: [1][2]Faculty Non-reappointment, Dismissal, and Tenure Revocation

DATE: [m d, y]

PURPOSE: The purpose of this Operating Policy/Procedure (OP) is to outline and ensure understanding of procedures concerning the non-reappointment and dismissal of faculty, or tenure revocation of tenured faculty.

REVIEW: [3] This OP will be reviewed in November of odd-numbered years by the senior vice provost with recommended revisions presented to the provost and senior vice president (PSVP) by December 15. Any change in this OP must be conducted in accordance with section 4 herein.

POLICY/PROCEDURE [4]

There are three categories of involuntary separation of employment for faculty:

- a. Revocation of tenure, which is termination of a tenured faculty member's employment;
- b. Non-reappointment, which is the cessation of a non-tenured faculty member's employment at the end of the stated appointment period; and
- c. Dismissal, which is immediate termination for cause of a non-tenured faculty member's employment before the expiration of the stated appointment period.

1. Tenure Advisory Committee

- a. The Tenure Advisory Committee may consider matters pertaining to tenure or academic freedom referred to it by members of the university community. The committee reports to the president. If the president does not approve a recommendation of the committee, [5] the committee shall be informed in writing of the reasons for disapproval within 10 business days. This timeline may be extended by the president as deemed necessary by informing the committee of the reason for the delay.
- b. The Tenure Advisory Committee shall consist of five full-time tenured faculty, none of whom has served in any administrative post at or above the level of chair of a department during the preceding five years, and two ex-officio, non-voting members who are the PSVP (or a designate appointed by the PSVP) and a dean selected by the Provost's Council. The faculty members will

*** DRAFT *** 04.30.12

Page 2

be elected at large by [6] the voting faculty¹ (with nominations solicited and voting tallied by the Faculty Senate) for staggered terms of five years, with one membership position terminating August 31 of each year. No more than two faculty members elected from any college or school shall serve on the committee at the same time. No elected faculty member will be eligible for reelection to the committee until a period of one year has elapsed from the termination date of a prior term unless he or she was elected to serve less than two years of an unexpired term of a previous member. The dean member shall serve for three years but shall not be eligible to serve consecutive terms. The committee shall determine its own rules of procedure.

2. [7] **Procedures for Tenure Revocation, Non-reappointment, and Dismissal Cases**

The procedures for dismissal described in this section do not negate the right of the president to suspend a faculty member from some or all duties when the president reasonably believes that the allegations, if true, create a likelihood of harm for persons or the university. The suspension shall be with pay until such time as the suspended faculty member has been accorded the procedural rights appropriate to their appointment type, as described in this section.

a. Tenure Revocation

[8] Revocation of tenure, except by resignation, retirement, or under extraordinary circumstances because of demonstrable bona fide financial exigency, will be only for adequate cause shown with the burden of proof on the university.

Adequate cause for revocation of tenure must be directly and substantially related to the performance and/or fitness of faculty members in their professional duties and public trust to perform such duties as teachers and scholars.

The tenure revocation review procedures outlined in subsections (1) through (6) below apply to tenured faculty members. Reasons for a charge of tenure revocation may be brought by the faculty member's chairperson or area coordinator through the dean to the PSVP, or from the dean to the PSVP. [9] If formal charges are to be filed, they will be filed by the President. The faculty member will be advised in writing, by the Office of the PSVP, of the proposed revocation of tenure and the bases for it within 10 business days of the President's decision to file formal charges.

If a faculty member wishes to challenge the grounds for tenure revocation, the faculty member may do so utilizing the procedures specified below. The issue will be determined by an equitable procedure that affords protection to the rights of the individual and to the interest of the university. In cases where the respondent faculty member admits his or her conduct constitutes adequate cause, or does not choose to have a hearing, he or she may offer in writing his or her resignation giving notice of resignation as early as possible to obviate serious inconvenience to the university, and so that department objectives and student needs are met.

¹ [6] The voting faculty consists of all tenured or tenure-track faculty on full-time appointments who have completed a residence of one year at this University.

*** DRAFT *** 04.30.12

Page 3

(1) Before the filing of tenure revocation charges, every reasonable effort shall be made to mediate and conciliate differences between the faculty member and the university. The chairperson of the Tenure Advisory Committee (or another member designated by the committee) shall make a rigorous attempt at confidential, equitable, and expeditious mediation.

If such attempted mediation has failed and after the mediator has made a written report to the president and copied that report to the faculty member, a formal investigation shall be undertaken. Together, a member of the Tenure Advisory Committee who has been appointed by the chairperson of that committee, and the PSVP (or his representative) shall conduct a thorough, confidential, expeditious review, which shall be concluded within 30 business days, if possible. This review and the recommendations of the investigating team shall be considered by the president in determining whether to proceed with formal charges to dismiss the faculty member for cause.

In all cases of formal charges, the faculty member will be informed in writing of the charges by the Office of the PSVP, which, on reasonable notice, will be considered by a Hearing Panel convened by the president within 30 business days, if possible. [10] In the event that a delay of an additional 30 days (maximum) is needed, the faculty member will be informed of the reason for the delay. The Hearing Panel will be made up of five members chosen by the Tenure Advisory Committee from a Tenure Hearing Committee formed of twenty tenured faculty members who will be elected annually. Members of the Tenure Advisory Committee shall not be eligible for concurrent service on the Tenure Advisory Committee and the Hearing Committee.

(2) The Hearing Panel shall be selected in this fashion:

- (a) The Tenure Advisory Committee shall order the names of the members of the Tenure Hearing Committee by lot, assigning them numbers one through twenty.
- (b) Hearing Committee members deeming themselves biased shall remove themselves from the case.
- (c) Either party in the dispute may strike no more than three names from those remaining on the list.
- (d) The Tenure Advisory Committee shall designate the five with the lowest numbers remaining on the list to constitute the Hearing Panel.

(3) The Hearing Panel will select a chairperson from its membership and may, if it chooses, request appropriate legal counsel from a member of the law school faculty or, if none is available, from a law firm of its choosing, provided that costs are affordable, but

*** DRAFT *** 04.30.12

Page 4

not from the [11] Office of General Counsel.² The legal counsel will advise the Hearing Panel but will not vote.

The Panel may also consult with the general counsel of the university on technical or procedural questions not directly bearing on the merits of the case if the Panel considers such consultation appropriate and helpful.

(4) The hearing will be private and confidential unless the faculty member elects to have a public hearing. The Hearing Panel shall determine procedures to be implemented in the hearing that shall afford both parties due process and fairness.

In every such hearing, the faculty member shall have the right to appear in person with legal counsel, retained by the individual, and to confront and cross-examine witnesses. The faculty member shall have the right to testify, but may not be required to do so, and may introduce in his or her behalf all evidence and material, written or oral, which he or she considers to be relevant or material to the case. Neither the Texas Rules of Civil Procedure nor the Texas Rules of Evidence shall apply to the hearing.

The university shall also have the right to legal counsel from the Office of General Counsel in the preparation and presentation of charges and have the same rights in the hearing as those accorded to the faculty member. An audio recording of the proceedings shall be made and delivered to the president for submission to the Board of Regents, and a copy of this audio recording shall be made available to the faculty member. The record will be transcribed only on the request of either the faculty member or the president at the expense of the requesting party.

(5) The Hearing Panel, by a majority of its total membership, shall make written findings of fact on each charge and make specific recommendations with regard to each of the charges and the charges as a whole. The Panel, by a majority of its total membership, may make supplementary suggestions it deems proper concerning disposition of the case. If minority findings, recommendations, or suggestions are made, they shall be similarly treated. The chairperson of the Hearing Panel shall deliver the findings, recommendations, and suggestions to the president, who shall transmit them along with his/her recommendations to the faculty member and [12] to the Chancellor and then to the Board of Regents 30 days or more in advance of the date scheduled for formulation of the next Board of Regents meeting agenda.

(6) The Board of Regents, by a majority of its total membership, shall approve, reject, or amend the findings, recommendations, and suggestions to the Hearing Panel based on the record. Any amendment or change of such findings, recommendation, or suggestions, and the reasons therefore will be stated in writing and communicated to the president who will transmit them to the Hearing Panel, which will then study any additional matters presented to it and within 45 days submit its recommendations to the president. If the

² [11] The State of Texas requires that employment of outside counsel must be approved by the State Attorney General.

*** DRAFT *** 04.30.12

Page 5

Board of Regents then overrules the recommendations of the Hearing Panel, it will state in writing to the president, who will transmit the decision to the Hearing Panel, its reasons for its actions in overruling the Hearing Panel's recommendations. The president shall also notify the faculty member in writing of the board's decision within 30 business days, and this communication shall include the findings and recommendations of the Hearing Panel as well as those of the board. The decision of the Board of Regents shall be final.

b. Non-reappointment and Dismissal [13] of Non-tenured Faculty Members

The following procedures on non-reappointment and dismissal for cause apply to untenured tenure-track faculty members, and to non tenure-track faculty members who have served more than six full years and been granted continuing appointment status.

(1) The university is not required to give an untenured tenure-track faculty member a reason for a decision of non-reappointment, though such notification may be given except in cases where it would harm the university. However, each faculty member is entitled to see all of his or her personnel file and, at his or her expense, to obtain a copy of the information contained therein.

(2) If an untenured tenure-track faculty member alleges that a decision not to reappoint him or her is:

(a) Caused by considerations that violate academic freedom;

(b) For constitutionally impermissible reasons; or

(c) Significantly noncompliant with the university's established standards or procedures; then

The allegation of improper rationale for non-reappointment, as set forth above, shall be given preliminary consideration by a faculty committee. The Tenure Advisory Committee is responsible for appointing that faculty committee from within or outside its own membership and for its functioning.

If the faculty committee concludes that there is probable cause for the faculty member's allegation, the Tenure Advisory Committee shall notify the PSVP and form the Hearing Panel, and the matter shall be heard in accordance with the following procedures. The faculty member shall be responsible for stating the specific grounds on which the allegations were based, and the burden of proof will rest upon the faculty member. [14] If the faculty committee concludes there is no probable cause for the faculty member's allegation, the process will end.

(3) The Hearing Panel shall be selected in this fashion:

(a) The Tenure Advisory Committee shall, by lot, order the names of the members of the Tenure Hearing Committee, assigning them numbers one through twenty.

*** DRAFT *** 04.30.12

Page 6

(b) Hearing Committee members deeming themselves biased shall remove themselves from the case.

(c) Either party in the dispute may strike no more than three names from those remaining on the list.

(d) The Tenure Advisory Committee shall designate the five with the lowest numbers remaining on the list to constitute the Hearing Panel.

(4) The Hearing Panel will select a chairperson from its membership and may, if it chooses, request appropriate legal counsel from a member of the law school faculty or, if none is available, from a law firm of its choosing, provided that costs are affordable, but not from the [15] Office of General Counsel.³ The legal counsel will advise the Hearing Panel but will not vote.

The Hearing Panel may also consult with the general counsel of the university on technical or procedural questions not directly bearing on the merits of the case if the Hearing Panel considers such consultation appropriate and helpful.

(5) The hearing will be private and confidential unless the faculty member elects to have a public hearing. The Hearing Panel shall determine procedures to be implemented in the hearing, procedures that shall afford both parties due process and fairness.

In every such hearing, the faculty member shall have the right to appear in person with legal counsel, retained by the individual, and to confront and cross-examine witnesses. The faculty member shall have the right to testify, but may not be required to do so, and may introduce in his or her behalf all evidence and material, written or oral, which he or she considers to be relevant or material to the case. Neither the Texas Rules of Civil Procedure nor the Texas Rules of Evidence shall apply to the hearing.

The university shall also have the right to legal counsel from the Office of General Counsel in the preparation and presentation of charges and have the same rights in the hearing as those accorded to the faculty member. An audio recording of the proceedings shall be made and delivered to the president, and a copy of this audio recording shall be made available to the respondent. The record will be transcribed only on the request of either the faculty member or the president at the expense of the requesting party.

(6) The Hearing Panel, by a majority of its total membership, shall make written findings of fact on each charge and make specific recommendations with regard to each of the charges and the charges as a whole. The Hearing Panel, by a majority of its total membership, may make supplementary suggestions it deems proper concerning disposition of the case. If minority findings, recommendations, or suggestions are made, they shall be similarly treated. The chairperson of the Hearing Panel shall deliver the

³ [15] The State of Texas requires that employment of outside counsel must be approved by the State Attorney General.

*** DRAFT *** 04.30.12

Page 7

findings, recommendations, and suggestions to the president, who shall approve, reject, or amend them based on the record, and then transmit them along with his or her recommendations to the faculty member and to the hearing panel. The decision of the president will be final.

3. Timelines for Notice of Non-reappointment

These notification timelines only apply to any notice of non-reappointment that is issued to untenured tenure-track faculty. They do not apply to dismissals issued to non-tenure-track faculty.

- a. Full-time faculty members in their first year with the university whose duties commence with the first semester of the academic year must be notified by the following March 1 if they are not to be reappointed.
- b. Full-time faculty members in their first year with the university whose duties commence after November 15 must be notified by the following April 15 if they are not to be reappointed.
- c. Full-time faculty members who are in their second year with the university and who are not to be reappointed shall be notified by December 15 of the academic year in which the appointment is to terminate.
- d. Full-time faculty members with more than two years with the university will be notified of non-reappointment by issuance of a terminal contract for one academic year.
- e. Full-time faculty members who hold a position by appointment for a fixed time period shall receive notice of non-reappointment in accordance with the terms of the appointment or in accordance with sections a., b., c., or d above.

4. Policy Implementation and Revision

This policy is to be implemented immediately upon approval by the Board of Regents. All tenured and tenure-track faculty members are subject to this policy's applicable provisions and procedures. Faculty members who have attained tenure under prior policies at Texas Tech University are governed by the tenure revocation policies in effect when they were awarded tenure. This policy shall not be applied in derogation of any faculty member's contract rights [16] as set forth in the faculty member's letter of appointment, nor shall it be used to restrain faculty members in their exercise of academic freedom or constitutional rights.

Revisions to this policy may be proposed to the Board of Regents by the president upon concurrence of the Chancellor. The Tenure Advisory Committee, the Faculty Senate, or other academic groups may submit proposals to the PSVP. Such proposals, regardless of their source, shall be reviewed and approved by the Tenure Advisory Committee and the Faculty Senate. Following this review, the Faculty Senate shall present approved proposals to the faculty for consideration. In this process, [17] the voting faculty⁴ shall be polled for approval or disapproval of the proposals. If approved by a majority of those voting, the

⁴ [17] The voting faculty consists of all tenured or tenure-track faculty on full-time appointments who have completed a residence of one year at this University.

*** DRAFT *** 04.30.12

Page 8

proposals shall be forwarded by the PSVP to the president for his review and then, if the president approves, to the Chancellor, and then to the Board of Regents for its consideration. Under the statutory authority of the State of Texas, the Board of Regents has the sole authority to revise this policy.

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TEXAS TECH UNIVERSITY SYSTEM
OFFICE OF AUDIT SERVICES
PRIORITIZED AUDIT PLAN
Fiscal Year 2012

PRIORITY	ENTITY	AUDIT AREA	BUDGETED HOURS	BUDGET ADJUSTMENTS	STATUS AS OF MAY 5	ACTUAL HOURS	TIME STILL NEEDED	BUDGET vs ACTUAL
		TOTAL ENGAGEMENT HOURS AVAILABLE	18,650					
		REQUIRED AUDITS						
Required	ALL	State Auditor's Office and Comptroller's Office Misc. Projects	Miscellaneous (assist)	20	(71)			(51)
		TTU: 2011 Statewide Single Audit--Federal Portion (A-133 Audit)	Fin/Compliance (assist)		4	Complete	4	0
		ASU: 2011 Statewide Single Audit--Federal Portion (A-133 Audit)	Fin/Compliance (assist)		7	Complete	7	0
		TTUS: State Comptroller's Office Post-Payment Audit	Fin/Compliance (assist)			Complete		0
		TTU: SAO NRUF	Compliance (assist)		60	In Progress	57	3
Required	TTUS	Texas Tech Foundation, Inc.	Financial (assist)	120		Complete	105	15
Required	TTUS	Regents, Chancellor, & Presidents Travel and Credit Cards	Compliance (assist)	20		Complete	38	(18)
Required	TTUS	Assessment of Risk Management Processes	Risk Management	200				200
Required	TTUS	Office of Audit Services Annual Report	Compliance	30		Complete	23	7
Required	TTUS	Office of Audit Services Annual Plan	Compliance	40				40
Required	TTUS	Office of Audit Services GAGAS Quality Assurance Activities Review	Compliance	10				10
Required	TTUS	Office of Audit Services Self-Assessment	Compliance	120		Complete	151	(31)
Required	TTUS	Office of Audit Services Peer Review	Compliance	80		Complete	27	53
Required	TTUS	Multihazard Emergency Plan Safety and Security Audit	Compliance	150		In Progress	5	145
Required	TTU	NCAA Rules Compliance Program	Compliance	400		In Progress	310	90
Required	TTU	NCAA Required Financial Review	Financial (assist)	175		Complete	178	(3)
Required	TTU	Texas Tech Public Media Financial Statement Audit	Financial (assist)	300		Complete	354	(54)
Required	TTU	KTXU-TV Financial Statement Audit	Financial (assist)	5		Complete	8	(3)
Required	TTU	Football Attendance Certification	Compliance	10		Complete	5	5
Required	TTU	Time and Effort Certification Processes	Compliance	200		Complete	183	17
Required	HSC	Texas Higher Education Coordinating Board Residency Grants	Compliance	80		Complete	115	(35)
Required	HSC	Correctional Managed Health Care Committee Contract	Compliance	200	(200)	To Special		0
Required	HSC	Tx Higher Education Coordinating Board Nursing Shortage Grant	Compliance	10				10
Required	HSC	Time and Effort Certification Processes	Compliance	200		Complete	138	62
Required	ASU	Carr Foundation	Financial (assist)	10		Complete		10
Required	ASU	Investments	Compliance	150	(150)	Cancelled		0
		TOTALS FOR REQUIRED AUDITS	2,530	(350)		1,708	238	234
		AUDITS IN PROGRESS AT AUGUST 1, 2011						
Prior Year	TTU & HSC	State Comptroller's Office Post-Payment Audits	Fin/Compliance (assist)	5		In Progress	1	4
Prior Year	TTU	Tx Higher Education Coordinating Board--State Financial Aid Grants	Fin/Compliance (assist)	5		Complete		5
Prior Year	TTU	Academic Department Reconciliation Processes	Management Advisory	200		Complete	16	184
Prior Year	TTU	Restricted Research Expenditures--FY 2011	Financial/Compliance	500		Complete	517	(17)
Prior Year	TTU	Athletics Financial Processes	Financial/Operational	375	350	Complete	1,013	(288)
Prior Year	HSC	Lubbock School of Medicine	Financial/Operational	100		Complete	271	(171)
Prior Year	HSC	Information Technology Governance	Governance/IT	300		Complete	495	(195)
Prior Year	HSC	El Paso Department of Internal Medicine	Financial/Compliance	100		In Progress	73	27
Prior Year	HSC	South Plains Oncology Consortium	Financial/Compliance	250		Complete	284	(34)
Prior Year	HSC	El Paso Department of Surgery	Financial/Compliance	50		Complete	213	(163)
Prior Year	ASU	Instructional Enhancement Fee	Financial/Compliance	75		Complete	105	(30)
Prior Year	ASU	College of Education	Financial/Operational	150		Complete	151	(1)
Prior Year	ALL	Wrap-up on Audits Included in August BOR Report		10		Complete	9	1
		TOTALS FOR AUDITS IN PROGRESS	2,120	350		3,148	31	(709)
		UNPLANNED SPECIAL PROJECTS AND INVESTIGATIONS						
		Total Hours Budgeted for Special Projects & Investigations	3,600	(3,528)				72
		IN PROGRESS AT AUGUST 1, 2011						
Special	HSC	El Paso Emergency Medicine Research Grant	Special	10		Complete	10	0
Special	HSC	El Paso Surgery Center	Investigation	1,671		Complete	1,671	0
		BEGUN AFTER AUGUST 1, 2011						
Special	TTU & HSC	Fraud Monitoring Procedures--FY 2012	Special	960		Complete	960	0
Special		TTU: Procurement Cards in Biological Sciences	Special			Complete		
Special		TTU: Financial Processes in Electrical Engineering	Special			Complete		
Special	TTU	Donor Recognition Processes	Special	129		Complete	129	0
Special	HSC	School of Medicine FQHC Risk Assessment	Special	89		Complete	89	0
Special	HSC	Correctional Managed Health Care Committee Contract	Investigation	600		In Progress	527	73
Special	ALL	Miscellaneous Hotline Projects	Special	69		In Progress	69	0
		SPECIAL PROJECTS AND INVESTIGATIONS TOTALS	3,600	3,528		3,455	73	72
		HIGHEST PRIORITY						
	TTUS	Tech Enterprise Account Management (TEAM App) System Security	IT Controls	525	50	In Progress	528	47
	TTUS	Construction Project Expenses	Financial/Compliance	400		In Progress	15	385
		ASU: Plaza Verde Residence Hall Complex				In Progress		
		TTU: Rawls College of Business Administration				In Progress		
		TTU: Boston Residence Hall				In Progress		
	All	Youth Camp Safety Act Compliance	Compliance	250				250
	N/A	TeamMate Suite Implementation	Operational	300		In Progress	5	295
	TTU	Natl Wind Resource Ctr / Natl Inst for Renewable Energy Funding	Financial/Compliance	300		Complete	300	0
	TTU	Student Fees	Financial/Compliance	400	160	In Progress	826	20

TEXAS TECH UNIVERSITY SYSTEM
OFFICE OF AUDIT SERVICES
PRIORITIZED AUDIT PLAN
Fiscal Year 2012

PRIORITY	ENTITY	AUDIT AREA	BUDGETED HOURS	BUDGET ADJUSTMENTS	STATUS AS OF MAY 5	ACTUAL HOURS	TIME STILL NEEDED	BUDGET vs ACTUAL
1	HSC	Contracting Processes	Operational/Controls	500	In Progress	78	422	0
1	HSC	Rural and Community Health	Financial/Compliance	500	Complete	683		(183)
1	HSC	El Paso Department of Psychiatry	Operational/Financial	325	In Progress	196	129	0
1	HSC	El Paso Campuswide Claims Rejections	Operational	400				400
1	ASU	Center for Security Studies	Operational/Financial	350	Complete	430		(30)
1	ASU	Enrollment Management: Student Financial Aid	Operational/Compliance	350	(50) In Progress	143	157	0
		HIGHEST PRIORITY TOTALS	4,050	760		3,204	1,460	146
		MODERATE PRIORITY						
2	TTU	Responsibility Center Management	Management Advisory	350				350
2	TTU	Physical Plant	Operational	400				400
2	TTU	Enrollment Management	Operational	400	In Progress	29	371	0
2	HSC	Anita Thigpen Perry School of Nursing	Governance/Operational	450	50 Complete	777	5	(282)
2	HSC	Lubbock Department of Surgery	Operational/Financial	400	On Hold	15	385	0
2	HSC	El Paso Department of Obstetrics & Gynecology	Operational/Financial	325				325
2	ASU	Hispanic Serving Institution (HSI) Federal Grant Program	Financial/Compliance	250	Complete	213		37
2	ASU	Student Fees	Financial/Compliance	350	15 Complete	315		50
New	ASU	College of Business	Financial/Operational		325 In Progress	238	87	0
		MODERATE PRIORITY TOTALS	2,925	390		1,587	848	880
		LOWER PRIORITY						
3	ALL	Audit Report Follow-Up Procedures and Reporting	Follow-Up	300	In Progress	285	15	0
3	TTU	Small Business Program (SBIR/STTR) Federal Grants	Financial/Compliance	250				250
3	TTU	Student Business Services	Operational/Controls	400				400
3	HSC	Lubbock Department of Internal Medicine	Operational/Financial	400	In Progress	12	388	0
3	HSC	Physical Plant	Operational	400	In Progress	406	50	(56)
3	HSC	El Paso Department of Family Medicine	Operational/Financial	325				325
3	HSC	El Paso Department of Medical Education	Financial	200				200
3	ASU	Office of Environmental Health, Safety and Risk Management	Operational	250				250
		LOWER PRIORITY TOTALS	2,525	-		703	453	1,369
		OTHER VALUE-ADDED WORK						
		Total Hours Budgeted for Other Value-Added Work	900	(633)				267
Other	TTUS	Fraud Prevention Training			Ongoing	66		
Other	TTUS	Cash Handling and Control Environment Training			Ongoing	45		
Other	TTUS	Enterprise Application Steering Committee			Ongoing			
Other	TTUS	Enterprise Application Council			Ongoing	5		
Other	TTUS	Enterprise Application Work Group			Ongoing	2		
Other	TTUS	Enterprise Risk Management			Ongoing			
Other	TTUS	Research Projects Executive Steering Committee			Ongoing			
Other	TTU	Institutional Compliance Committee			Ongoing			
Other	HSC	El Paso Electronic Medical Records			Ongoing			
Other	HSC	Institutional Compliance Working Committee			Ongoing	5		
Other	N/A	Texas Department of Public Safety Peer Review			Complete	3		
Other	N/A	Professional Organizations (ACUA, TACUA, IIA, TSCPA, SA/AF)			Ongoing	269		
Other	TTUS	Other Miscellaneous Projects			Ongoing	238		
		OTHER VALUE-ADDED WORK TOTALS	900	-		633	-	267
		TOTAL ENGAGEMENT HOURS	18,650	1,150		14,438	3,103	2,259

		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.							

GENERAL PROJECT INFORMATION				FINANCIAL INFORMATION			
	Project Type	Square Footage	Project Budget	Funding Source (Millions)			
1	NEW Agriculture Education Training Center	4,100	299998 \$	1,077,000 \$	325,755 \$	568,383 \$	184,862 \$
2	NEW College of Health and Human Services	40,000	260100 \$	18,620,000 \$			
3	IN Real Property Purchase	0	TBD	5,000,000 \$			
4	103 Cavness Science Building Renovation	82,543	260100 \$	48,000,000 \$			
5	NEW Residence Hall Complex- Phase II	175,000	733000 \$	35,000,000 \$			
6	102 Meyer Administration Renovation and Addition	74,200	130406 \$	30,000,000 \$			
7	625 Massie Residence Hall Connection	21,700	733000 \$	9,400,000 \$			
TOTALS				118,620,000 \$	118,620,000 \$	118,620,000 \$	118,620,000 \$

[illegible]

FIVE-YEAR CAPITAL PROJECTS PLAN
Texas Tech University Health Sciences Center
May 18, 2012

GENERAL PROJECT INFORMATION				FINANCIAL INFORMATION			
		Project Type	Square Footage	Project Budget	Funding Source (Millions)		
1	0	Lubbock Education, Research & Technology Building	100,000	44,000	0	511201	\$ 45,000,000.00
2	0	El Paso Medical Science Building II	227,000	100,000	0	511201	\$ 99,000,000.00
3	0	El Paso Clinical Sciences Building	87,500	38,500	0	511201	\$ 30,000,000.00
4	0	Permian Basin Academic Facility	54,000	23,760	0	511201	\$ 18,900,000.00
5	0	Amarillo Panhandle Clinical / Hospital Simulation Center	30,000	13,200	0	511201	\$ 16,500,000.00
6	6000	Arlene School of Pharmacy Addition	12,371	6,330	0	512001	\$ 3,000,000.00
7	0	Arlene School of Nursing	37,813	24,578	0	511201	\$ 12,000,000.00
8	0	El Paso School of Nursing	37,000	24,060	0	511201	\$ 11,000,000.00
9	1000	Various Facility Modernization and Renewal Renovations	25,000	11,000	0	511201	\$ 5,500,000.00
10	0	Lubbock VA Clinic	120,000	52,800	0	511201	\$ 63,000,000.00
11	0	Dental School Building	150,000	66,000	0	510504	\$ 60,000,000.00
12	1000	Lubbock LARC Expansion & Upgrades	31,584	13,897	0	511201	\$ 13,440,000.00
13	0	Lubbock Thermal Energy Plant & Parking Garage	193,000	7,920	0	831000	\$ 32,500,000.00
14	N	Lubbock Infrastructure Improvements	0	0	0	839600	\$ 5,000,000.00
15	0	Lubbock Childcare Center	20,000	0	0	739699	\$ 5,000,000.00

FIVE-YEAR CAPITAL PROJECTS PLAN
Texas Tech University System Administration
May 18, 2012

GENERAL PROJECT INFORMATION										FINANCIAL INFORMATION																				
Project Type										Project Budget		Funding Source (Millions)																		
Priority	Bldg. No.	Project Description	Square Footage						Cap. Code	Total Project Cost	HEAF - Cash	HEAF - Bond	Other Revenue Bonds	Auxiliary Enterprise Funds	Other Local Funds	Gifts Donations	Federal Grants	Unexpended Prior Funds	Legislative Appropriations	Private Development	Tuition Revenue Bonds	Other	Unfunded							
			New Construction	Additions	Major Repair & Renovation	Land Acquisitions	Leased Space	Gross																						
1	405	Texas Tech Plaza Renovation			X			65,085	0	812000	\$ 7,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.50						
2	NEW	System Building Phase 1	X					55,000	0	812000	\$ 17,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17.00						
3	NEW	System Building Phase 2	X					25,000	0	812000	\$ 10,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.00						
TOTALS											\$ 34,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.50

Angelo State University

Item 5

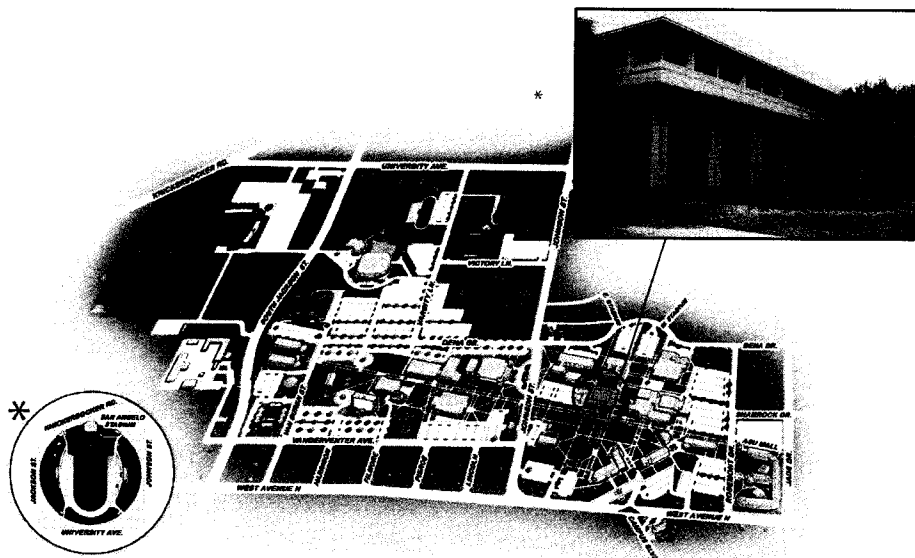
Approve Lease of Angelo State University
property for wireless communication
equipment

Michael S. Molina



Porter Henderson Library

Item 5



Item 5

Recommendation

- Authorize the president to enter into Option and Structure Lease Agreements with both New Cingular Wireless PSC, LLC and West Central Cellular for the installation of wireless communication equipment on the rooftop of the Porter Henderson Library located on the Angelo State University (“ASU”) campus, for
- A five-year period from June 1, 2012 through May 31, 2017 with two, five-year automatic renewal periods.

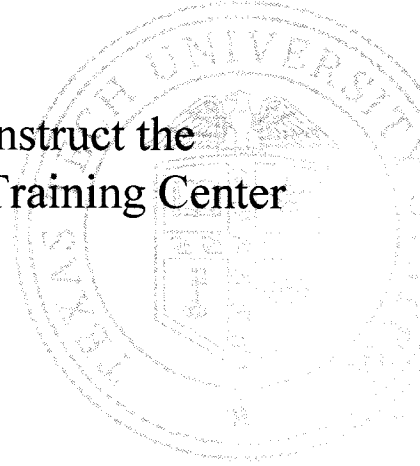


Angelo State University

Item 6

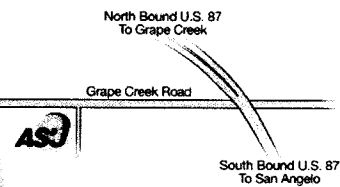
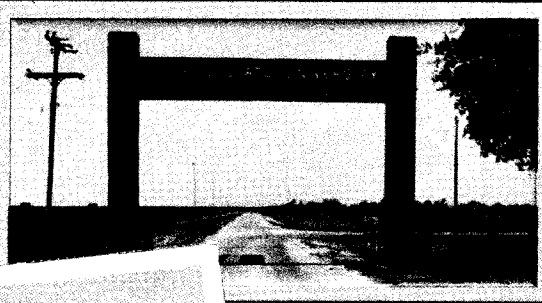
Approve a project to construct the
Agriculture Education Training Center

Michael S. Molina



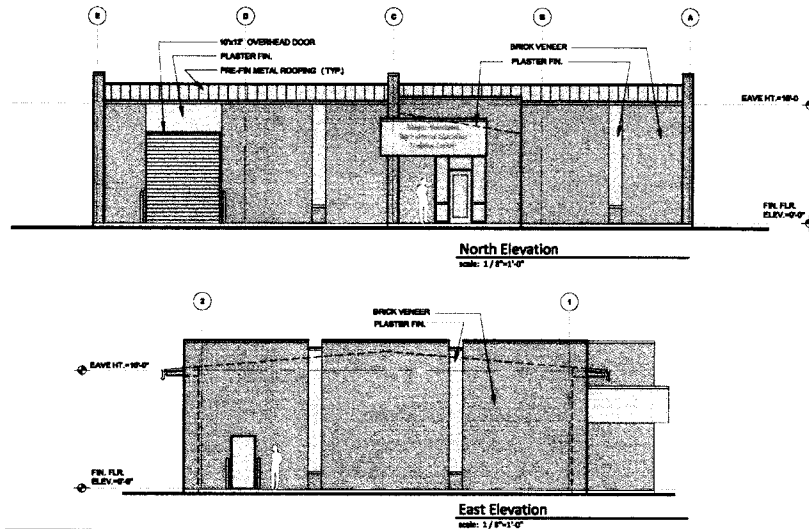
Location Map Site Photos

Item 6



Elevations

Item 6



Scope of Work

Item 6

- Construct a 4,372 SF facility in which to provide an agriculture education program that will have a direct impact on the high school students in Texas who are involved in agriculture science and FFA
- The building will include an open shop floor area for the instruction of:
 - Welding
 - Small engine repairs
 - General mechanical skills
 - Small secure storage area
 - Men's and women's restrooms



Project Budget

Item 6

Total Project Budget	\$ 1,077,000
Construction	\$ 840,452
Professional Services	\$ 107,500
FF&E	\$ 14,700
Administrative Costs	\$ 23,050
BOR Directed Fees	\$ 60,961
Contingency	\$ 30,337



Recommendation

Item 6

- Approve a project to plan and design the Agriculture Education Training Center with a project budget of \$1,077,000; complete the contract documents; and award a construction contract.
- The project will be funded with \$325,755 in Higher Education Assistance Funds ("HEAF") and \$184,862 cash in hand from gifts and pledges; and \$566,383 funded through the Revenue Finance System repaid with gifts and pledges.

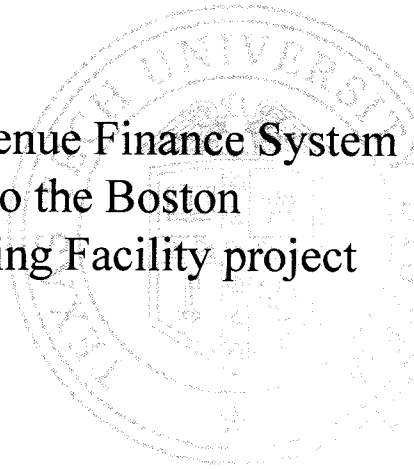


Texas Tech University

Item 11

Approve use of the Revenue Finance System
for the budget increase to the Boston
Residence Hall and Dining Facility project

Michael S. Molina



Scope of Work

Item 11

- The cost increase will facilitate the purchase and installation of:
 - Two (2) standalone 300 ton chillers
 - Increase cost for IT/Data cabling and equipment
 - Kitchen equipment and related infrastructure services, and
 - Contingency



Item 11

Revised Project Budget

Total Project Budget	\$ 47,000,000
Construction	\$ 39,675,495
Professional Services	\$ 2,971,090
FF&E	\$ 1,864,977
Administrative Costs	\$ 195,508
BOR Directed Fees	\$ 2,246,770
Contingency	\$ 46,160



Item 11

Recommendation

- Authorize use of the Revenue Finance System ("RFS") to finance a \$2,000,000 increase to the budget for the new residence hall and dining facility;
- RFS repaid with University Student Housing (\$516,855) and Hospitality Services Funds (\$1,483,145)
- The total project budget including this increase is \$47,000,000.

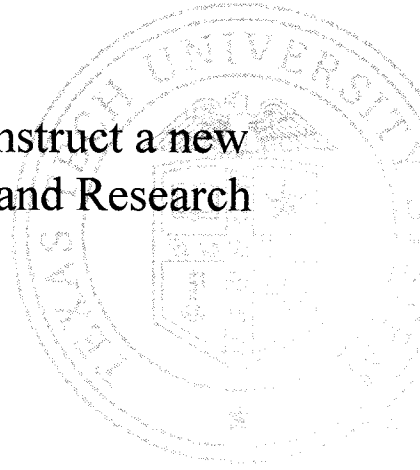


Texas Tech University

Item 13

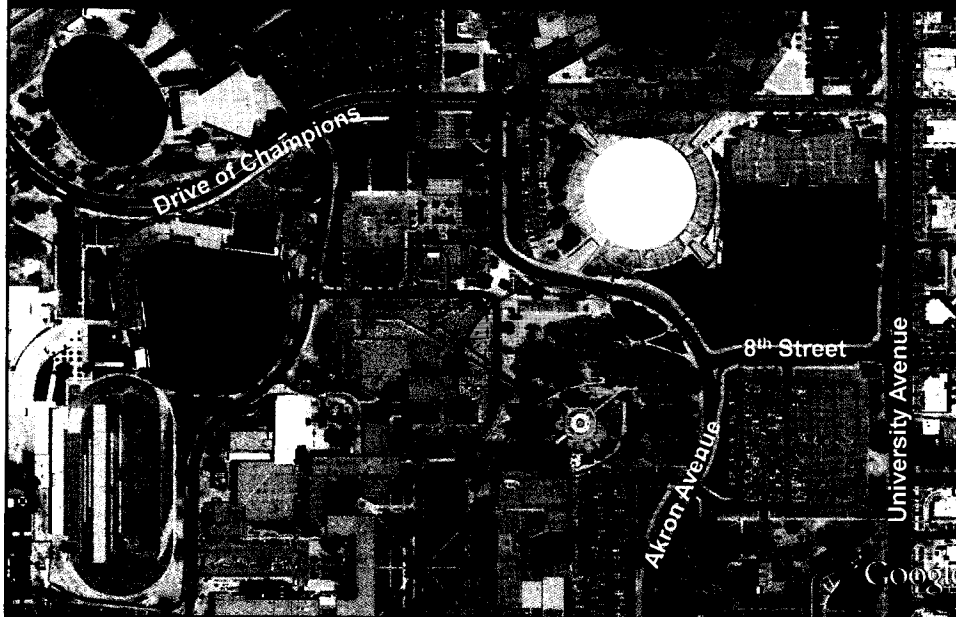
Approve a project to construct a new
Petroleum Engineering and Research
building

Michael S. Molina



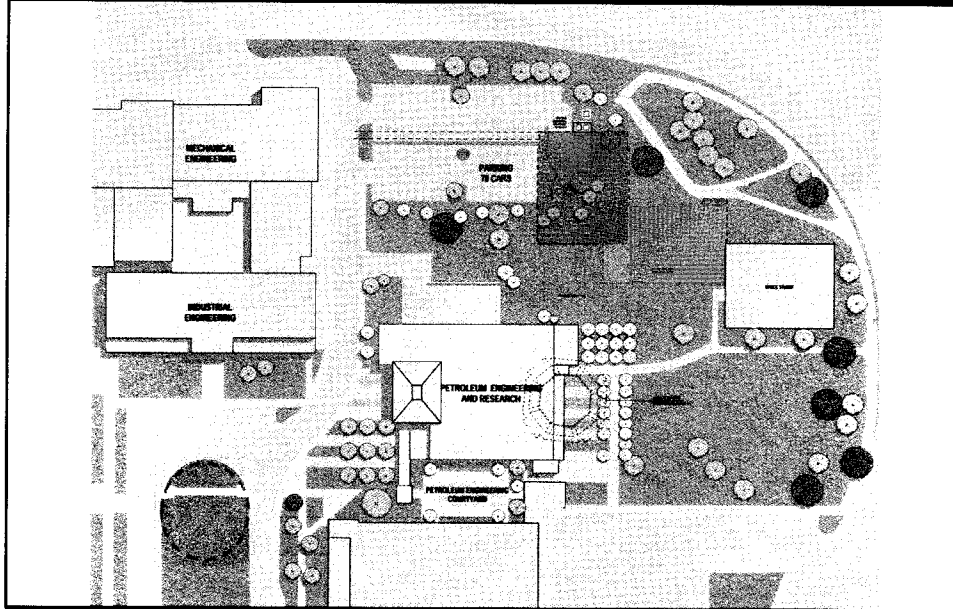
Campus Aerial Photo

Item 13



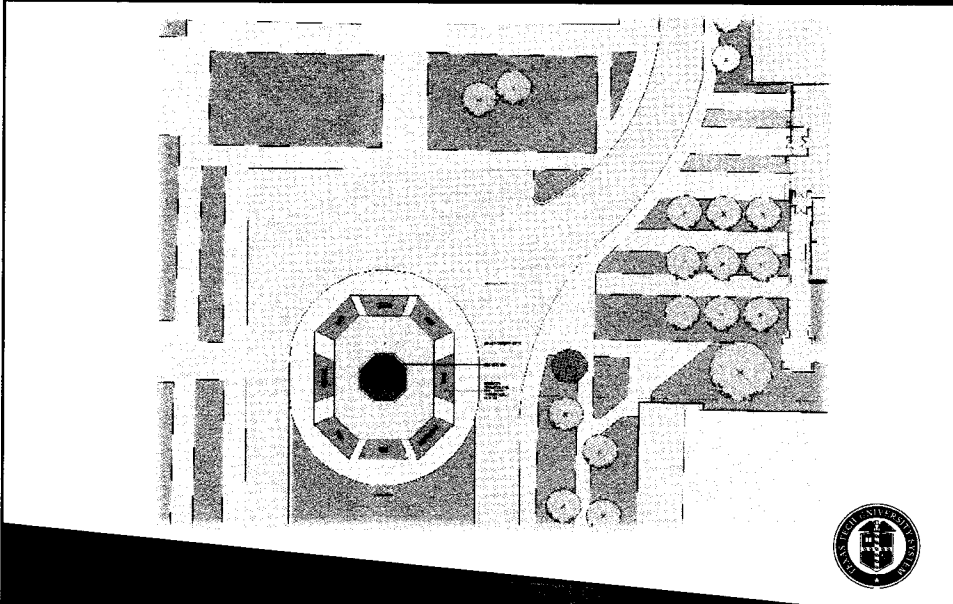
Proposed Site Plan

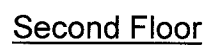
Item 13



Proposed Relocation Site Southwest Conference Circle

Item 13





Exterior Rendering

Item 13



West Entrance Facade

Scope of Work

Item 13

- Construct 41,575 GSF, LEED Certified structure
- The building to include:
 - Classrooms
 - Research Laboratories
 - Graduate and Undergraduate Areas
 - Library Space
 - Conference Rooms
 - Faculty and Administrative Office Suites
- Project also to include:
 - Site and Utility Work
 - Expansion of Existing Parking
 - Landscape Enhancements
 - Public Art



Project Budget

Item 13

Total Project Budget	\$ 20,000,000
Construction	\$ 15,532,157
Professional Services	\$ 1,761,655
FF&E	\$ 1,064,000
Administrative Costs	\$ 98,100
BOR Directed Fees	\$ 1,057,588
Contingency	\$ 486,500



Planned Schedule

Item 13

- | | |
|--------------------------|---------------|
| ▪ Start Construction | June 2012 |
| ▪ Substantial Completion | October 2013 |
| ▪ Final Completion | November 2013 |



Recommendation

Item 13

- Approve a project to construct a new Petroleum Engineering and Research building with a project budget of \$20,000,000; waive use of an Owner's Representative; obtain project approval from the Texas Higher Education Coordinating Board; complete the contract documents; and accept a Guaranteed Maximum Price ("GMP") proposal from the Construction Manager at Risk.
- The project will be funded through the Revenue Finance System repaid with gifts, pledges, and auxiliary revenue.

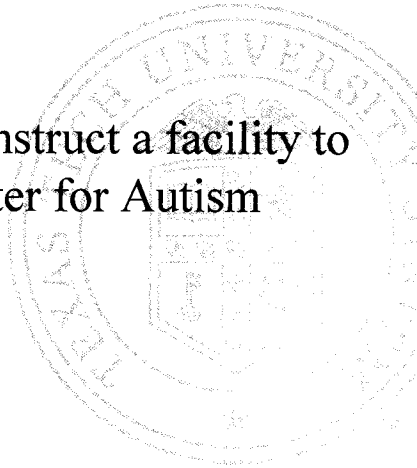


Texas Tech University

Item 14

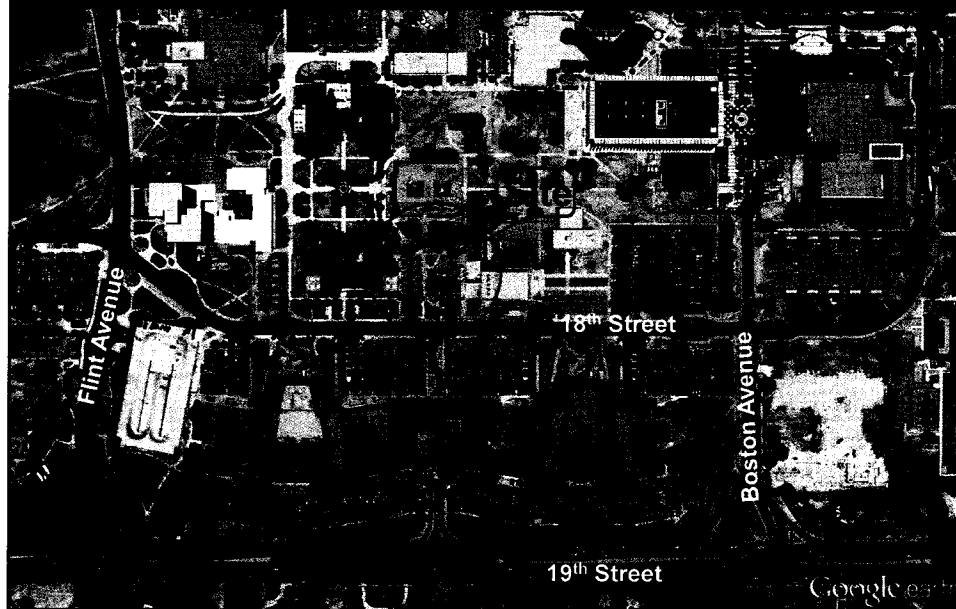
Approve a project to construct a facility to
house the Burkhart Center for Autism
Education and Research

Michael S. Molina



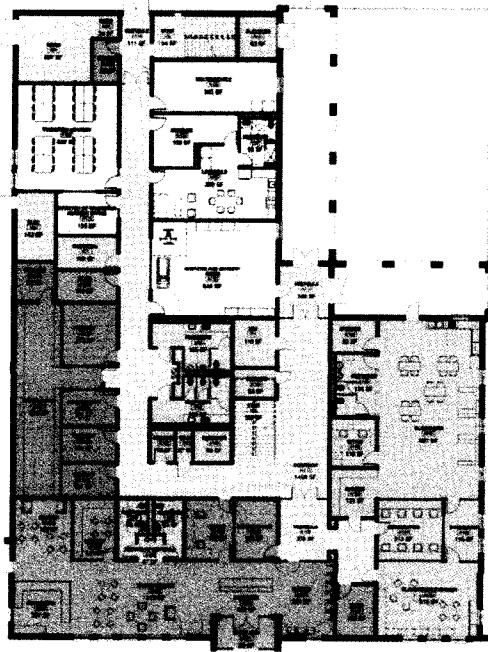
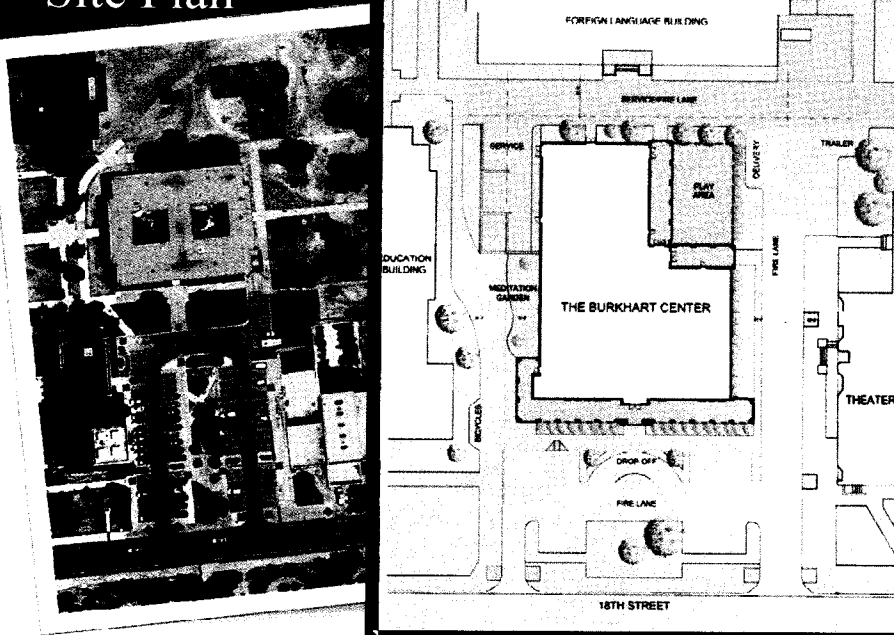
Campus Aerial Photo

Item 14



Site Plan

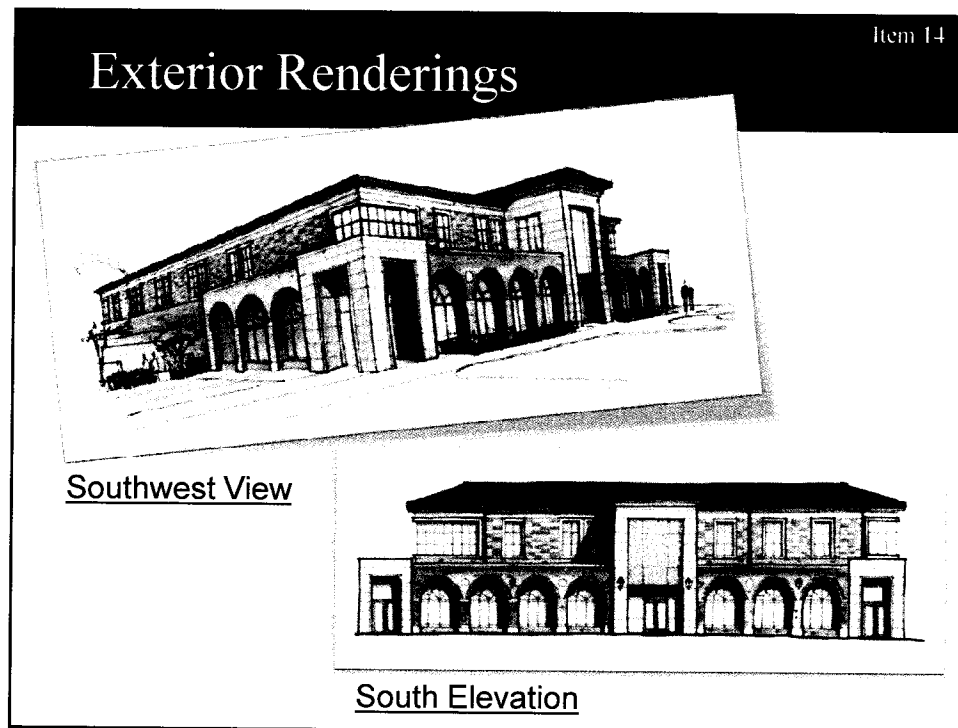
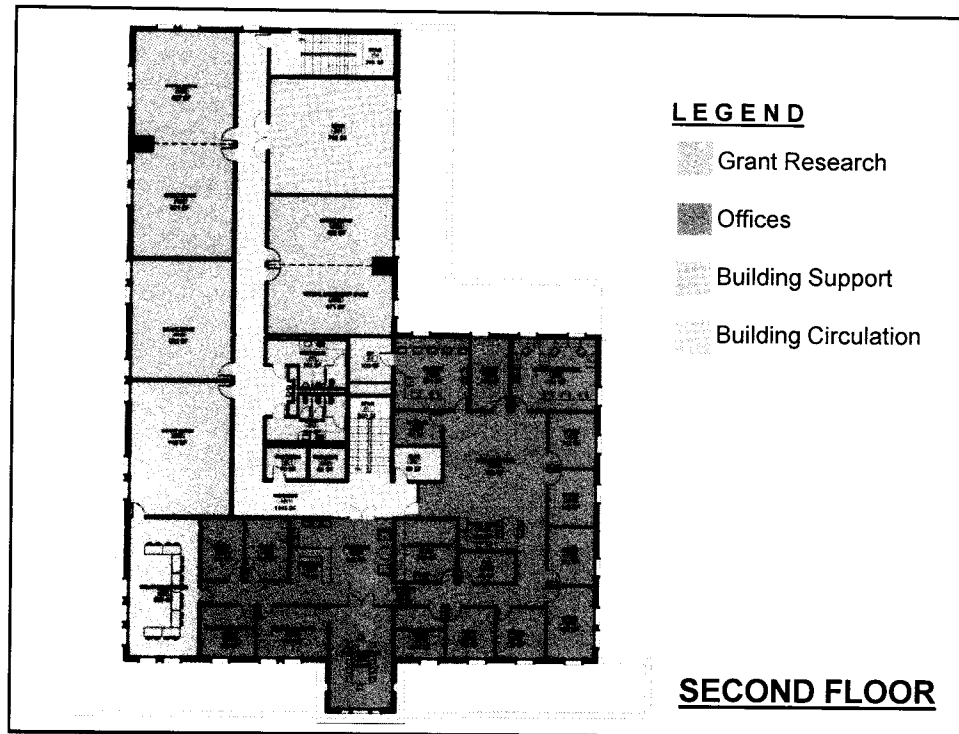
Item 14



LEGEND

- Public/Outreach
- Laboratory Preschool
- Transition Academy
- Outpatient Center
- Building Resources
- Building Support
- Building Circulation

FIRST FLOOR



Scope of Work

Item 14

- Construct 26,685 GSF, LEED Certified structure
- The building to include:
 - Public/Outreach – Lobby/Reception/Waiting/Security
 - Branded Café through Hospitality Services
 - Preschool Classroom/Laboratory
 - Transition Academy – Post-Secondary Education Space
 - Outpatient Center – Therapy/Observation Rooms
 - Grant Research Center – Flexible Office/Lab Environment
 - Principal Investigators, Faculty and Administrative Offices
- Project also to include:
 - Site and Utility Work
 - Landscape Enhancements
 - Public Art



Project Budget

Item 14

Total Project Budget	\$ 10,600,000
Construction	\$ 8,309,848
Professional Services	\$ 904,200
FF&E	\$ 678,830
Administrative Costs	\$ 24,500
BOR Directed Fees	\$ 614,790
Contingency	\$ 67,832



Tentative Schedule

Item 14

- Start Construction August 2012
- Substantial Completion July 2013
- Final Completion August 2013



Recommendation

Item 14

- Approve a project to construct a facility to house the Burkhart Center for Autism Education and Research with a project budget of \$10,600,000; obtain project approval from the Texas Higher Education Coordinating Board; complete the contract documents; and award a construction contract.
- The project will be funded with gifts and donations; Texas Research Incentive Program ("TRIP") matching grant funds, and the Revenue Finance System ("RFS") repaid with gifts, donations, auxiliary sales, and Higher Education Assistance Funds ("HEAF").

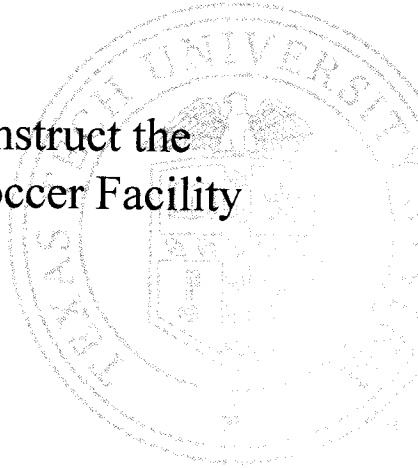


Texas Tech University

Item 15

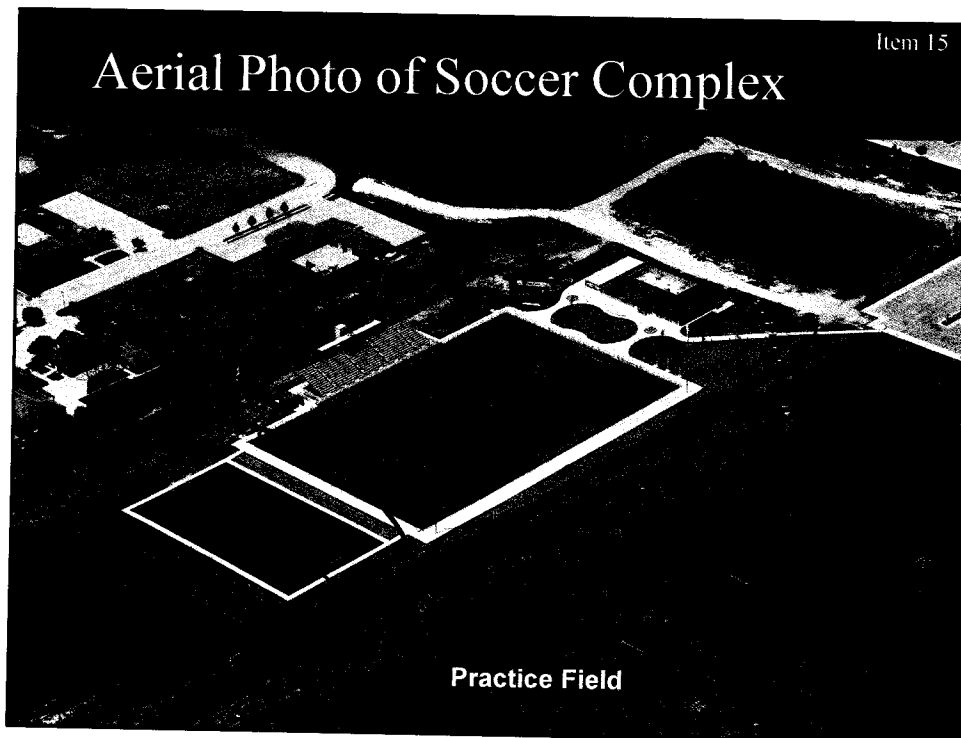
Approve a project to construct the
Gerald Myers Indoor Soccer Facility

Michael S. Molina



Aerial Photo of Soccer Complex

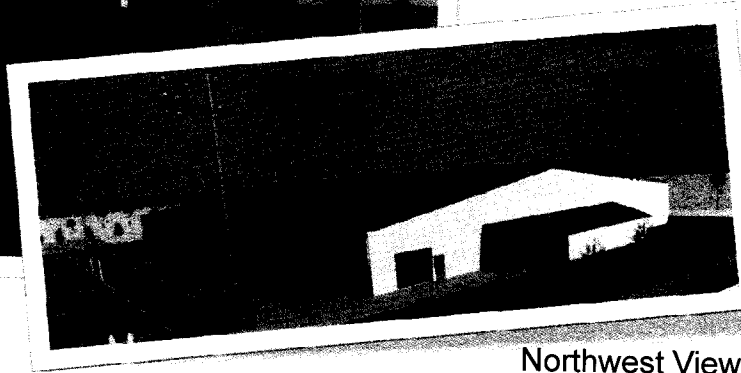
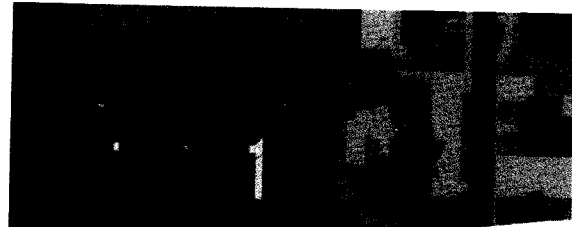
Item 15



Practice Field

Renderings

Item 15



Northwest View

Scope of Work

Item 15

- Construct a 37,756 GSF structure to enclose the existing practice field in order to create an indoor soccer facility.
- Project includes:
 - Overhead coiling doors for ventilation
 - Heating units
 - Interior lighting
 - Storage/training rooms
 - Office space



Project Budget

Item 15

Total Project Budget	\$ 1,080,000
Construction	\$ 1,028,691
Professional Services	\$ 2,000
FF&E	\$ 4,121
Administrative Costs	\$ 4,149
BOR Directed Fees	\$ 41,039
Contingency	\$ 0



Schedule

Item 15

- | | |
|--------------------------|----------------|
| ▪ Start Construction | June 2012 |
| ▪ Substantial Completion | August 2012 |
| ▪ Final Completion | September 2012 |



Recommendation

Item 15

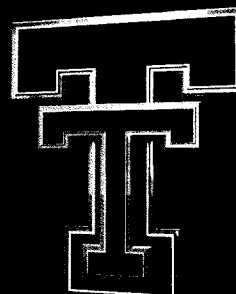
- Approve a project to construct the Gerald Myers Indoor Soccer Facility with a project budget of \$1,080,000; complete the contract documents; and award a construction contract.
- The project will be funded with \$470,000 cash in-hand from pledges and \$610,000 funded through the Revenue Finance System ("RFS") repaid with gifts and pledges.



THE FUTURE OF WIND ENERGY R&D AT TTU

Presentation to the TTUS Board of Regents

Taylor Eighmy
Senior Vice President for Research
May 17, 2012



Our Primary Goals

- Establish TTU as the premier wind energy R&D university in the world, especially around “turbulence”
- Integrate the primary wind energy programs and centers at TTU
- Maximize opportunities with various U.S. DOE wind energy programs, major turbine manufacturers, wind farm developers, the National Wind Resource Center (NWRC) and National Institute for Renewable Energy (NIRE)
- Become a federally-designated R&D facility
- Collaborate with leading U.S. and international universities
- Maximize the benefit of the \$8.0M ETF investment in TTU via federal partnerships, wind energy business sector partnerships and commercialization

Our Current Partners

- U.S. DOE office of Energy Efficiency and Renewable Energy (EERE)
- Sandia National Laboratories (SNL)
- National Wind Technology Center (NWTC)/ National Renewable Energy Lab (NREL)
- Alstom (French multinational conglomerate)
- Vestas (#1 turbine manufacturer in the world, Danish corporation)
- General Dynamics (Fortune 500)
- Windflow (NZ company)
- Korean Turbine Manufacturer (?) (multinational conglomerate)
- NWRC (TTUS 501(c)(3))
- NIRE/Group NIRE (501(c)(3)/for profit) and subsidiary NIRE Lease LLC
- Center for Commercialization of Electric Technologies
- Reese Technology Center/Lubbock Reese Redevelopment Authority (LRRRA)



Energy Efficiency & Renewable Energy



National Renewable Energy Laboratory
Organization for Sustainable Energy



Sandia National Laboratories



No. 1 in Modern Energy



SWIFT: A U.S. DOE-EERE National R&D Asset

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[Energy](#)
[Renewable Energy](#)
[Wind Energy](#)
[Scaled Wind Farm Technology Facility](#)

ENERGY CLIMATE & INFRASTRUCTURE SECURITY

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Scaled Wind Farm Technology Facility

A New Facility for Rapid Testing and Development

By the end of FY12, the U.S. Department of Energy (DOE) and Sandia National Laboratories (Sandia) will have completed the development of the Scaled Wind Farm Technology (SWIFT) Facility, housed at Texas Tech University, to enable rapid, cost-efficient testing and development of transformative wind energy technology. SWIFT's primary objectives will be to:

- reduce power losses and damage caused by turbine-turbine interaction (shown in Figure 1).
- enhance energy capture and damage mitigation potential of advanced rotors, and
- improve the validity of aerodynamic, aero-elastic and aero-acoustic simulations used to develop innovative technologies.

SWIFT is intended to perform at the highest quality of accredited research testing for both collaborative and highly proprietary projects with industrial, governmental and academic partners.

Test-Bed Wind Turbines Allow Facility Flexibility While Providing Reliable Data in Many Regimes

Figure 1: Turbine-turbine interaction schematic with wakes denoted by white helices and white fog.

RENEWABLE ENERGY

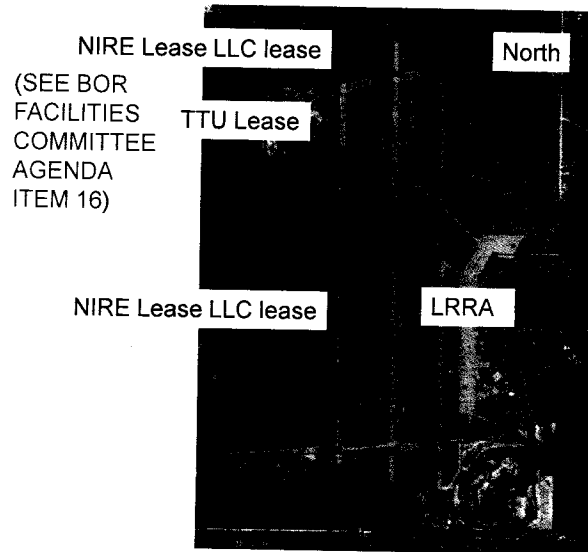
Wind Energy:

- Continuous Reliability Enhancement for Wind (CREWE) Database
- Links:
- Mathematical Manufacturing And Design Tool (MAMAD)
- Offshore Wind: Sandia Large Rotor Development
- Program Activities: Advanced Concepts, Analysis, and Design Tools
- Program Activities: Integration
- Technology Assessment and Support
- Program Activities: Reliability Database and System Analysis
- Publications

Sandia Wind Energy in the News

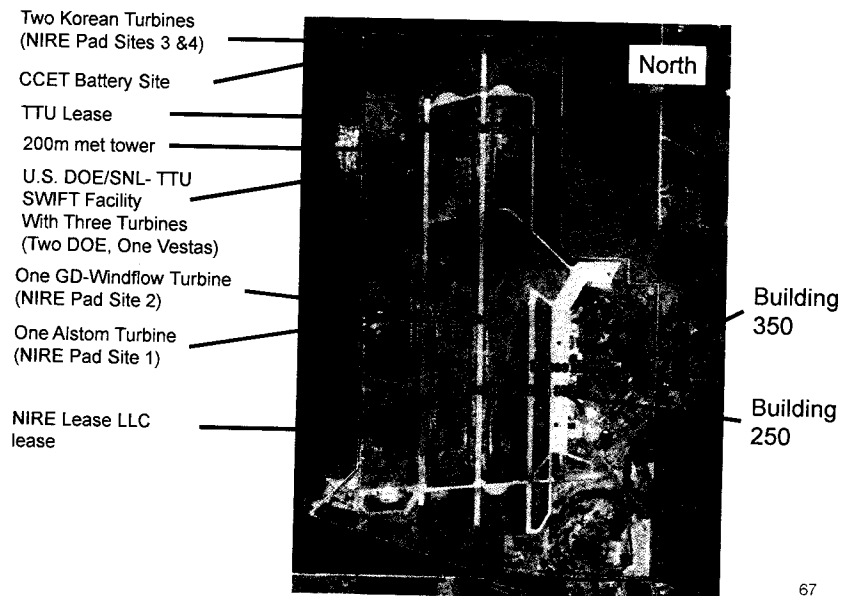
- Scaled Wind Farm Technology Facility
- Wind Energy Personnel
- Workshops:
- Solar Energy
- Water Power
- Geothermal
- Biomass

NIRE Lease LLC and TTU Leases at Reese Technology Center



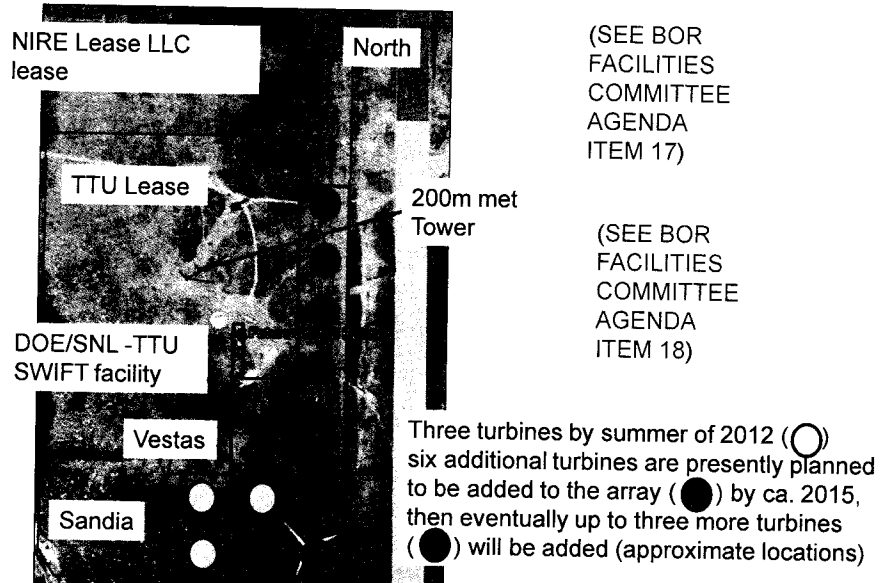
66

Expected Layout of Reese in 2013

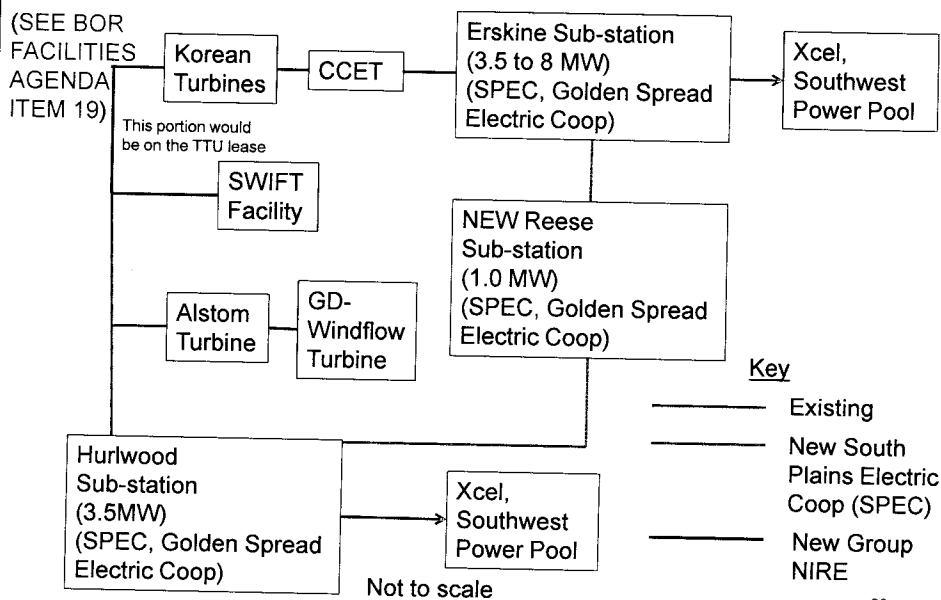


67

U.S. DOE/SNL-TTU SWIFT Facility



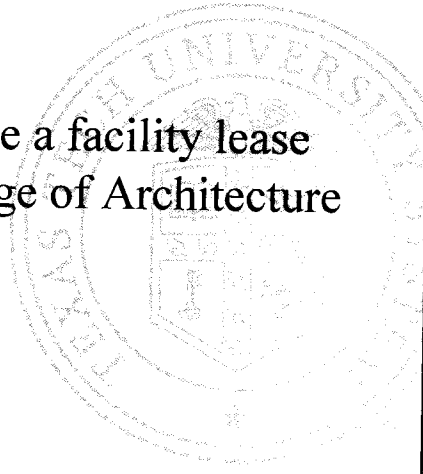
Reese Electrical Mini-Grid



Texas Tech University

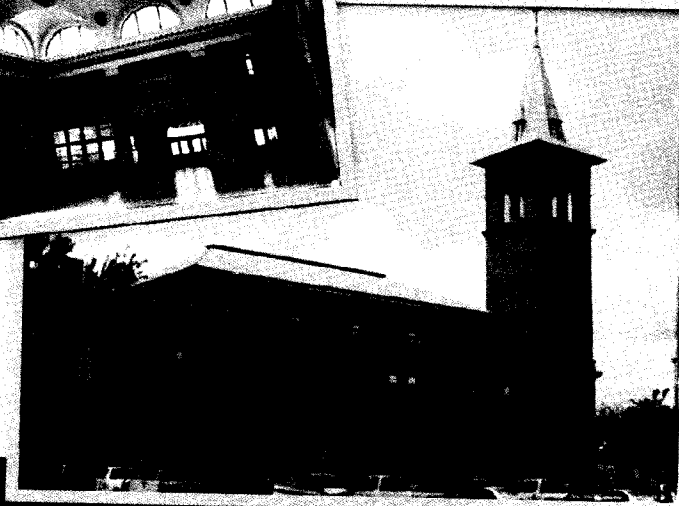
Item 19a

Authorization to approve a facility lease
agreement for the College of Architecture
Kyle Clark



Union Depot

Item 19a



Recommendation

Item 19a

- Authorize the president to negotiate and approve a lease agreement for the College of Architecture in El Paso, Texas
- The lease of the facility would be \$1 per square foot for 50 years plus operational utility costs estimated at \$67,000 annually. This contract may be canceled with 120 days notice and no penalty to either party.

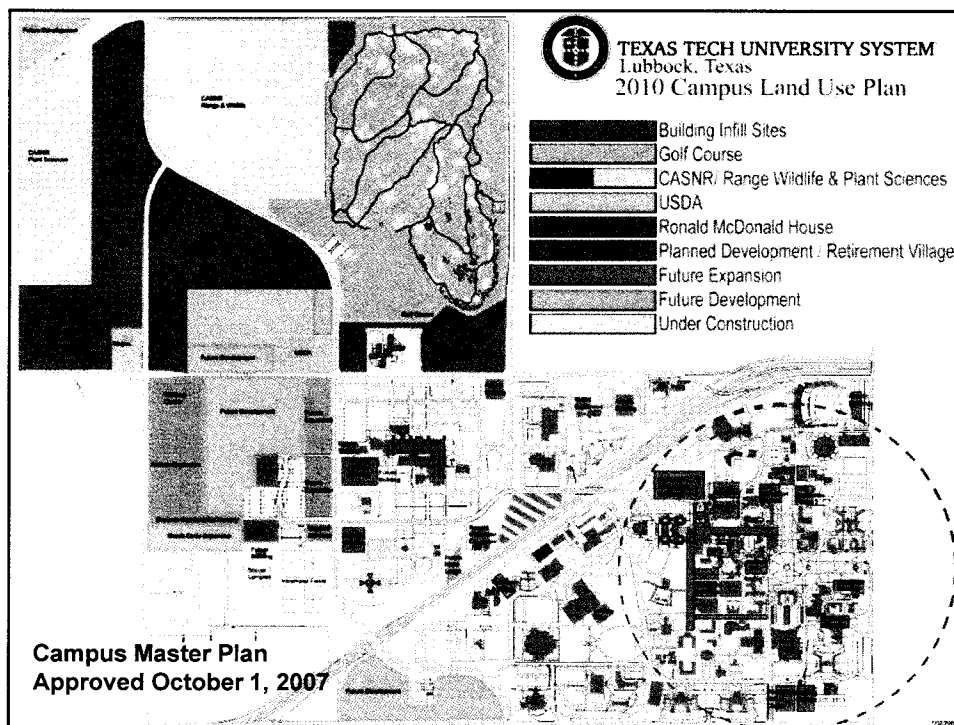
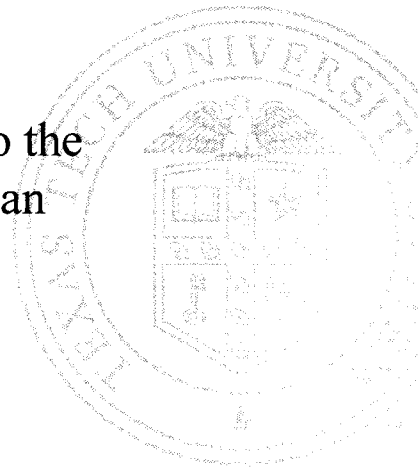


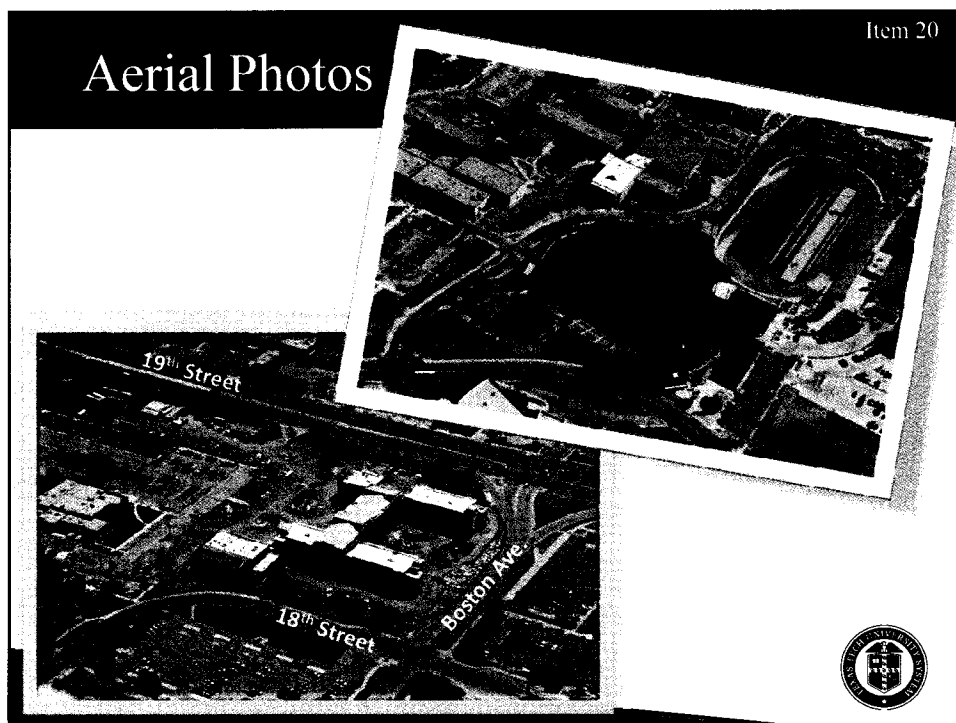
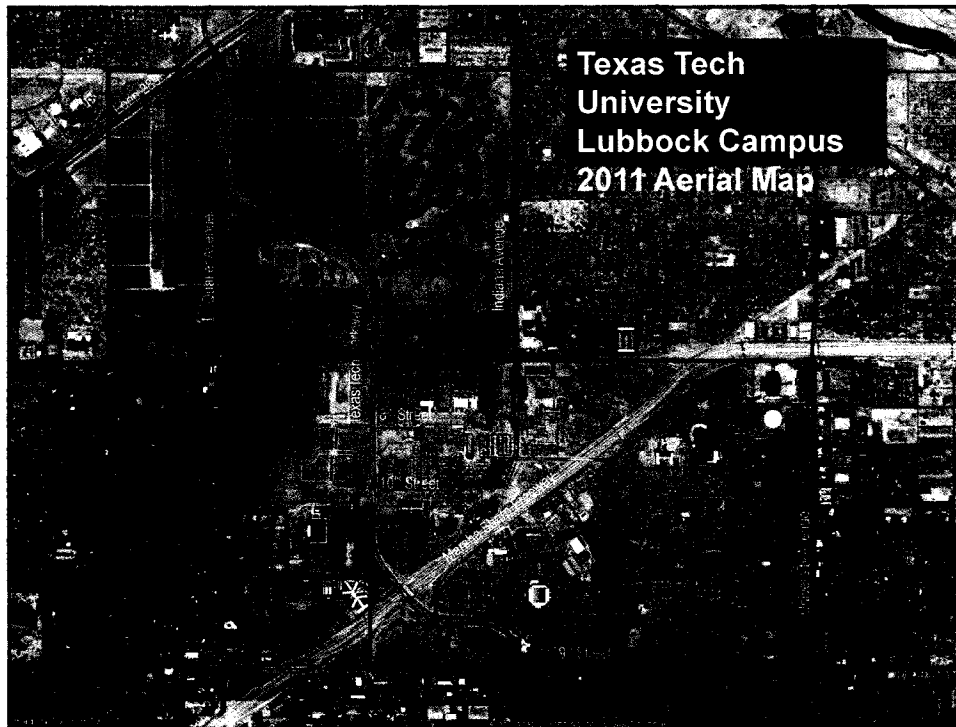
Texas Tech University

Item 20

Approve amendments to the TTU Campus Master Plan

Michael S. Molina





Item 20

Recommendation

- Approve amendment to the campus Land Use Plan, a component of the TTU Campus Master Plan documents to reflect (i) baseball and track complexes will remain at their present locations; and (ii) ratify the selection of the site at 18th and Boston for the new residence hall and dining facility.

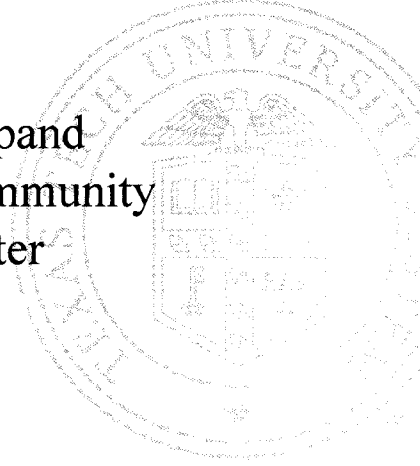


Texas Tech University Health Sciences Center

Item 21a

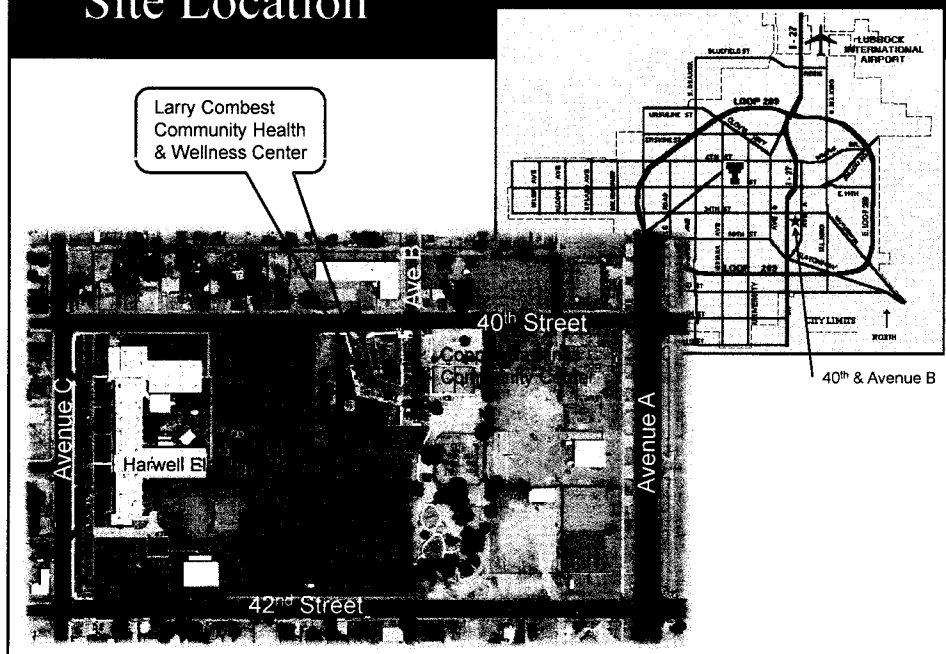
Approve a project to expand
The Larry Combest Community
Health & Wellness Center

Michael S. Molina



Site Location

Item 21a



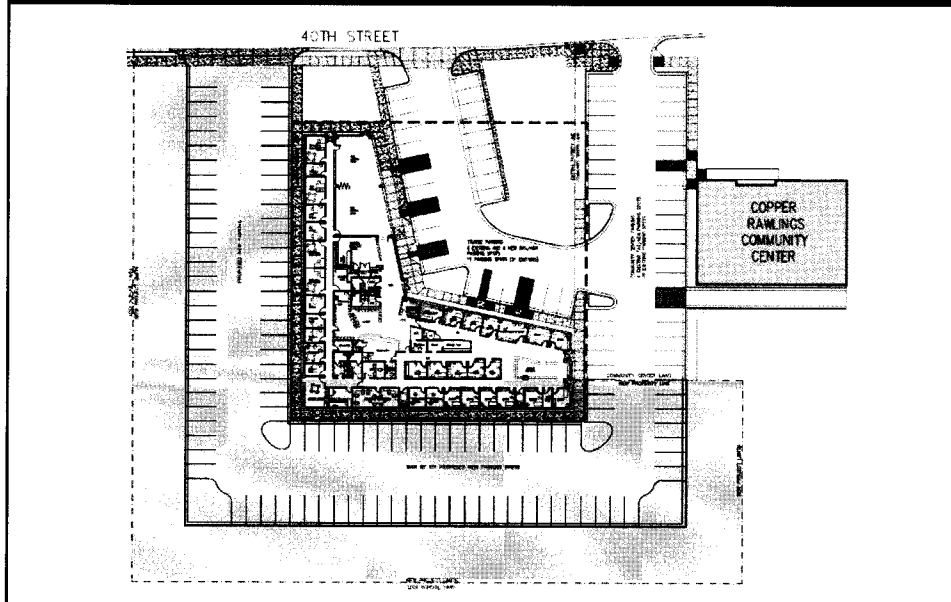
The Larry Combest Community Health & Wellness Center

Item 21a



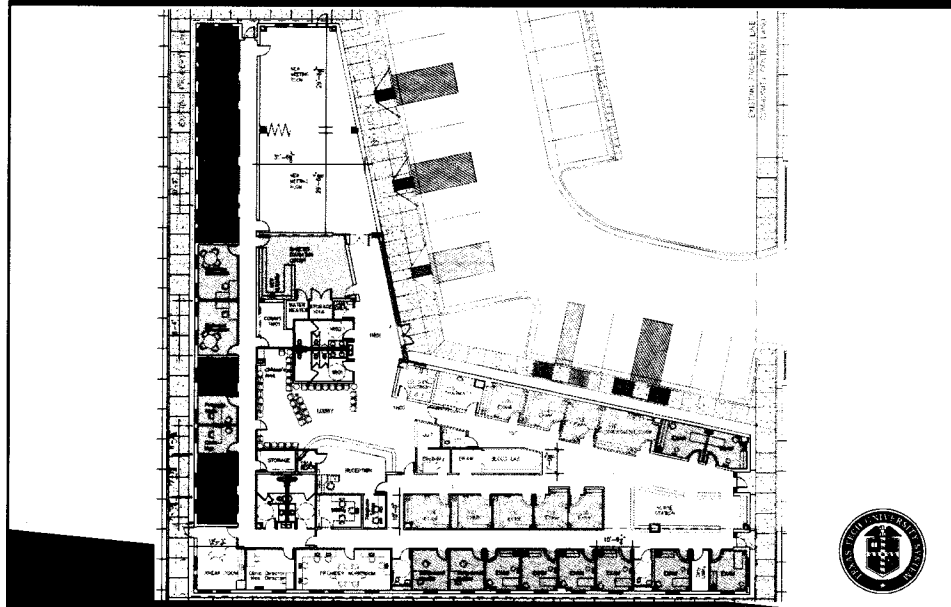
The Larry Combest Community Health & Wellness Center

Item 21a



Item 21a

Proposed Expansion Plan



Item 21a

Scope of Work

- Construct a 10,000 GSF addition and provide improvements within the current 6,450 GSF facility
- Addition/Renovation to include:
 - 9 Medical exam rooms
 - Blood draw/lab space
 - Procedure/treatment rooms
 - 14 offices to serve case management/behavioral health, diabetic education and clinical administration staff
 - Large community/meeting room
 - Teaching kitchen for health education
 - 100+ new parking spaces
 - Landscape Enhancements
 - Public Art



Project Budget

Item 21a

Total Project Budget	\$ 5,108,500
Construction	\$ 3,862,233
Professional Services	\$ 374,282
FF&E	\$ 177,300
Administrative Costs	\$ 168,527
BOR Directed Fees	\$ 333,047
Contingency	\$ 193,111



Tentative Schedule

Item 21a

- | | |
|--------------------------|---------------|
| ▪ Start Construction | January 2013 |
| ▪ Substantial Completion | November 2013 |
| ▪ Final Completion | December 2013 |



Item 21a

Recommendation

- Authorize the president to negotiate the terms of a real property lease for approximately 1.5 acres
- Approve a project to construct an addition to The Larry Combest Community Health & Wellness Center with a project budget of \$5,108,500; obtain project approval from the Texas Higher Education Coordinating Board; complete the contract documents; and award a construction contract
- The project will be funded with a federal grant provided by the U.S. Department of Health and Human Services, Health Resources and Services Administration (“HRSA”) for \$5,000,000 and Other Local Funds of \$108,500

Amend the public art program provisions of Chapter 08 (Facilities) as follows:

08.02 Campus planning and enhancements

• • • • •

08.02.4 Public Art Committee.

- a. The chancellor, in consultation with the presidents, shall appoint a Public Art Committee to recommend major public art acquisitions. The Public Art Committee shall be composed of the Vice Chancellor for Facilities Planning and Construction, the Public Art Manager, students, faculty, and staff of the TTU system, individuals from the communities surrounding the various campuses of the component institutions, and professional artists who are alumni of a component institution of the TTU system. The president of the appropriate component institution shall appoint a representative to the Public Art Committee for the selection of works of public art for inclusion in a major construction project.
- b. The Public Art Committee will review all proposed new commissions of [~~gifts of outdoor~~] campus public art and take into consideration the Campus Master Plan, the cost of installation, safety and security, maintenance requirements, and other factors. The Public Art Committee shall make a recommendation to the chancellor as to a proposed commission's [~~gift's~~] appropriateness for inclusion in the TTU system's Public Art Collection.

Amend the facility naming provisions of Chapter 08 (Facilities) as follows:

08.05 TTU system buildings and facilities naming

08.05.1 General. The board, upon the recommendation of the president and the chancellor, shall approve the naming of all buildings, auditoriums, rooms, laboratories, streets, athletic fields, landscape features, and other facilities within the TTU system.

- a. An individual, foundation, or corporation providing funding to build new facilities, to renovate or expand existing facilities, or to provide an endowment for the support of a facility or facility-based program of the TTU system may have an area named after the donor provided 50% of the cost of the designated area and/or equipment therein is contributed by the donor. For new construction, renovation or expansion, the 50% threshold applies to the estimated construction cost [~~costs incurred,~~] as verified by the vice chancellor for facilities planning and construction and approved by the board. The estimated construction costs shall be comprised of site preparation, building foundations, the building envelope, interior finishes, and the mechanical / electrical / plumbing infrastructure within five feet of the building footprint. Estimated construction costs shall exclude existing building demolition. To name an existing facility, the 50% threshold applies to the estimated replacement cost of construction of the facility to be named, as verified by the vice chancellor for facilities planning and construction.

• • • • •

- h. Perimeter campus monument, directional and/or building signage shall comply with respective campus operating policies related to

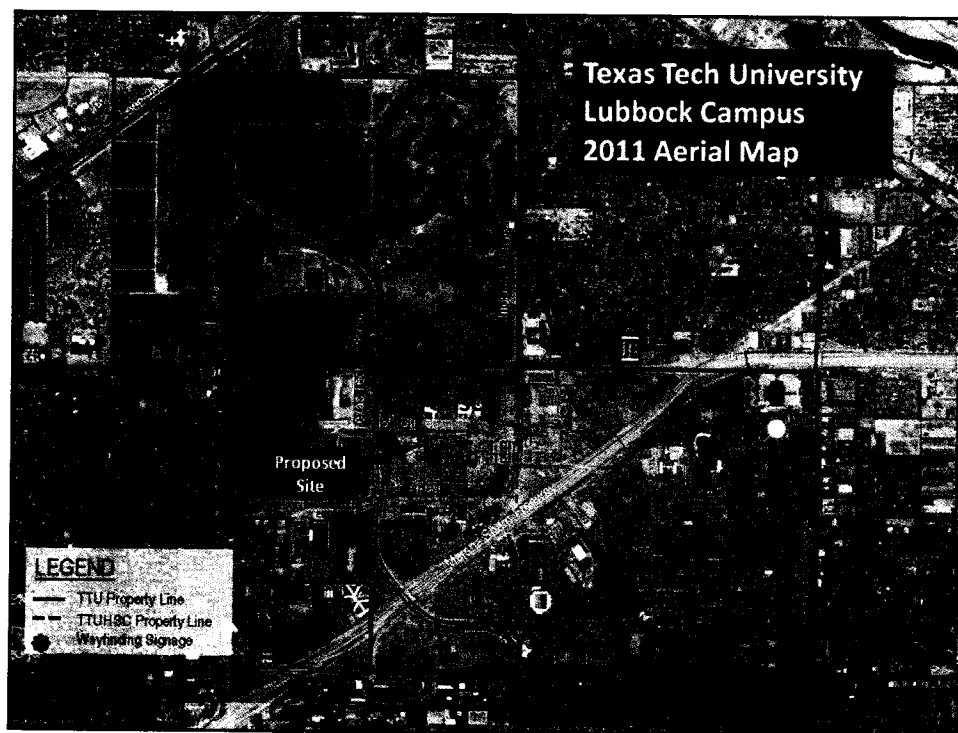
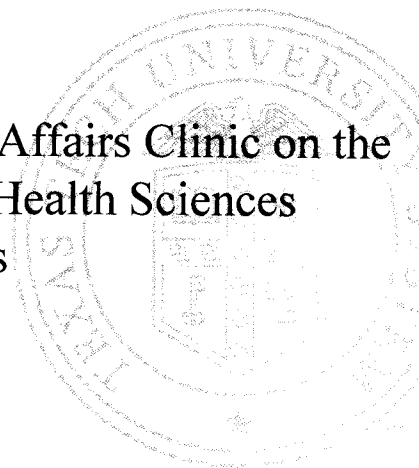
signage. Variances to these standards shall be approved by the
chancellor and approved by the board.

Texas Tech University Health Sciences Center

Item 23

Report on the Veterans Affairs Clinic on the Texas Tech University Health Sciences Center Lubbock campus

*Michael S. Molina and
Dr. Tedd Mitchell*



Proposed VA Clinic Site

Item 23

Proposed
Site





TTUS Design & Construction Review

Under Construction

May 2012
www.fpc.ttu.edu

	<u>Project</u>	<u>Cost</u>	<u>Status</u>	<u>Completion Date</u>
TTU	Rawls College of Business Administration	\$ 70,000,000	Substantially Complete	January 2012
	Business Administration Building Renovations	\$ 25,000,000	Under Construction	September 2012
	Printech Building Renovation (Exercise & Sports Sciences)	\$ 7,200,000	Under Construction	June 2012
	Admin Building 3rd Floor Interior Finish Out	\$ 2,400,000	Under Construction	September 2012
	Kent R. Hance Chapel	\$ 3,464,447	Under Construction	June 2012
	Boston Avenue Residence Hall and Dining Facility	\$ 45,000,000	Under Construction	August 2012
	Rawls Course Clubhouse and Team Facility	\$ 3,700,000	Under Construction	August 2012
	Multi-Purpose Performance Studio	\$ 2,200,000	Under Construction	September 2012
	Gerald Myers Indoor Soccer Facility	\$ 900,000	Under Construction	August 2012
	TTU Total	\$ 159,864,447		
ASU	Plaza Verde Residence Hall Phase I (Design Phase I & II / Construct Phase I)	\$ 35,000,000	Substantially Complete	February 2012
	ASU Total	\$ 35,000,000		
HSC	Abilene School of Pharmacy Addition	\$ 3,000,000	Under Construction	December 2012
	Abilene School of Nursing	\$ 12,000,000	Under Construction	December 2012
	HSC Total	\$ 15,000,000		
	Under Construction Grand Total	\$ 209,864,447		



TTUS Design & Construction Review

In Design
May 2012
www.fpc.ttu.edu

<u>Project</u>	<u>Cost</u>	<u>Status</u>	<u>Completion Date</u>
TTU Petroleum Engineering Bldg Renovation for Maddox Chairs	\$ 2,900,000	On Hold	TBD
TTU The Burkhardt Center for Autism Education and Research	\$ 10,600,000	Design In Progress	TBD
TTU Architecture Building Life Safety Upgrades	\$ 7,400,000	In Design	July 2013
TTU Biological Sciences Buildings Life Safety Upgrades	\$ 8,300,000	In Design	September 2014
TTU BSL-3 Lab at the Institute of Environmental & Human Health	\$ 2,400,000	In Design	February 2013
TTU Petroleum Engineering and Research Building	\$ 20,000,000	In Design	October 2012
TTU Texas Tech Plaza Renovation Phase II	\$ 7,500,000	On Hold	TBD
TTU Plant & Soil Sciences Building	\$ 15,000,000	In Design	TBD
TTU Admin Bldg Parking Feasibility Study	\$ 192,715	In Design	TBD
TTU Total	\$ 74,292,715		
ASU Concho Hall Abate/Demolish	\$ 2,500,000	On Hold	TBD
ASU Total	\$ 2,500,000		
HSC Amarillo Sim Central	\$ 3,500,000	In Design	TBD
HSC Total	\$ 3,500,000		
In Design Grand Total	\$ 80,292,715		



TTUS Design & Construction Review

Prospective
May 2012

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<u>Project</u>		<u>Cost</u>	<u>Status</u>	<u>Completion Date</u>
TTU	Research Building	\$ 87,750,000	Proposed	TBD
	College of Engineering Expansion/Renovation Phase II	\$ 90,000,000	Proposed	TBD
	Engineering & Materials Research Center Renovation (former Mass Communication Bldg)	\$ 15,000,000	On Hold	TBD
	College of Visual and Performing Arts	TBD	Proposed	TBD
	Indoor Football Practice Facility	\$ 15,000,000	Proposed	TBD
	Video Board package for Athletics	\$ 9,000,000	Proposed	TBD
	Weeks Hall Abatement and Renovation	\$ 21,000,000	Proposed	TBD
	University Data Center	\$ 20,000,000	On Hold	TBD
	Jones Stadium East Building Finish Out	\$ 13,000,000	Proposed	TBD
	College of Human Sciences Life Safety Upgrade	\$ 6,000,000	Proposed	TBD
TTU Total		\$ 276,750,000		
ASU	Agriculture Education Training Center	\$ 1,077,000	Proposed	TBD
	College of Health & Human Services	\$ 18,620,000	Proposed	TBD
	Cavness Science Building Renovation	\$ 48,000,000	Proposed	TBD
	Residence Hall Complex - Phase II	\$ 35,000,000	Proposed	TBD
	ASU Total	\$ 102,697,000		
HSC	Lubbock Education, Research & Technology Renovation	\$ 45,000,000	Proposed	TBD
	El Paso Medical Science Building II	\$ 99,000,000	Proposed	TBD
	El Paso School of Nursing	\$ 11,000,000	Proposed	TBD
	El Paso Clinical Sciences Building	\$ 30,000,000	Proposed	TBD
	Permian Basin Academic Building	\$ 18,900,000	Proposed	TBD
	The Larry Combest Health and Wellness Center Expansion	\$ 5,108,500	Proposed	TBD
	Amarillo Panhandle Clinical/Hospital Simulation Center	\$ 16,500,000	Proposed	TBD
	Amarillo Laura W. Bush Institute Renovation	\$ 12,800,000	Proposed	TBD
	HSC Total	\$ 238,308,500		
	Future Grand Total	\$ 617,755,500		



TTUS Design & Construction Review

Completed
May 2012

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<u>Project</u>	<u>Cost</u>	<u>Status</u>	<u>Completion Date</u>
Admin Bldg Abatement and Renovation	\$ 3,850,000	Under Construction	April 2012
Softball Seating Expansion	\$ 257,136	Complete	March 2012
Texas Tech Baseball Park Improvements	\$ 5,000,000	Complete	March 2012
NRHC North Addition	\$ 1,833,000	Complete	September 2011
NRHC Historic Preservation Building	\$ 664,721	Complete	September 2011
Art 3D Annex Finish Out (Sculpture)	\$ 3,800,000	Complete	August 2011
Experimental Science Bldg Build Out	\$ 12,100,000	Complete	July 2011
Jones AT&T Stadium East Side Expansion	\$ 34,630,000	Complete	January 2011
Jones AT&T Stadium North End Zone Expansion	\$ 6,000,000	Complete	January 2011
System Office Relocation (2nd Floor)	\$ 2,000,000	Complete	December 2010
Jones AT&T Stadium NEZ Facilities (Toilets & Concessions)	\$ 1,300,000	Complete	January 2011
Scholarship Donor Walk-Phase 2	\$ 50,000	Complete	March 2010
Softball Team Facility	\$ 3,000,000	Complete	February 2010
Pulse Power Lab	\$ 1,178,371	Complete	October 2009/February 2010
Soccer Team Facility	\$ 4,077,587	Complete	September 2009
Rawls CoBA Tunnel Project	\$ 1,700,000	Complete	October 2009
Horn/Knapp Window Replacement	\$ 2,500,000	Complete	November 2009
Memorial Circle Utility Tunnel Replacement	\$ 3,887,819	Complete	August 2009
Student Leisure Pool	\$ 8,250,000	Complete	May 2009
SPICE Chess Garden	\$ 71,000	Complete	July 2009
Thompson Gaston Demolition	\$ 2,071,218	Complete	March 2009
Engineering Expansion/Renovation Phase I	\$ 10,000,000	Complete	March 2009
Track Renovation/Relocation	\$ 4,000,000	Complete	May 2009
Softball Field Improvements	\$ 1,000,000	Complete	March 2009
Art 3D Annex Ceramics/Klin Yard	\$ 1,556,937	Complete	October 2008
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 Mall	\$	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 LifeSafety 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	\$	53,713,138	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
Jones SBC Stadium Stage I
Frazier Plaza & Masked Rider Statue
Tennis-Softball Complex
Campus Fiber Optic Connection
West Hall/Visitors Center
Broadway Gatehouses
Marquee
Stangel/Murdough Fire Suppression
Chitwood/Weymouth Fire Suppression

Project

Porter Henderson Library IT Commons Renovation
Recreation/Wellness Ctr & Center for Human Performance Expansion
Centennial Village Residence Hall
University Hall/Abatement Demolition
UC Dining Services Expansion

ASU

\$	12,070,277	Complete	November 2001
\$	22,000,000	Complete	September 2001
\$	515,000	Complete	September 2001
\$	4,059,784	Complete	September 2001
\$	1,667,000	Complete	September 2001
\$	5,703,441	Complete	August 2001
\$	816,000	Complete	August 2001
\$	352,000	Complete	August 2001
\$	1,616,293	Complete	August 2001
\$	2,779,706	Complete	August 2000
TTU Total	\$ 525,966,279		

Cost

Status

Completion Date

\$	4,380,000	Complete	December 2010
\$	7,000,000	Under Construction	May 2011
\$	28,215,000	Complete	August 2008/March 2009
\$	2,500,000	Complete	January 2010
\$	2,500,000	Complete	January 2009
ASU Total	\$ 44,595,000		

The F. Marie Hall SimLife Center
4C Cancer Research Lab
Lubbock Memorial Garden
Amarillo School of Pharmacy Expansion
Amarillo Family Medicine Relocation
Amarillo Research Building
El Paso Vivarium Upgrade
International Pain Center
El Paso Strategic Space Study
El Paso - Archer Building Renovations
Texas Tech Physicians Medical Pavilion
El Paso Medical Education Bldg.
Abilene School of Pharmacy
El Paso Medical Science Bldg. I Build Out
Amarillo Campus Improvements
HSC Roof Replacement

HSC

\$	6,500,000	Complete	September 2010
\$	3,200,000	Complete	October 2010
\$	181,130	Complete	January 2010
\$	8,010,000	Complete	November 2009
\$	7,227,532	Complete	July 2009
\$	18,152,430	Complete	March 2009
\$	737,479	Complete	December 2008
\$	7,000,000	Complete	November 2008
\$	TBD	Complete	TBD
\$	1,700,000	Complete	March 2008
\$	35,697,952	Complete	June 2006/Dec 2007
\$	44,810,194	Complete	November 2007
\$	9,087,743	Complete	July 2007
\$	3,564,306	Complete	July 2006
\$	1,424,677	Complete	September 2006
\$	1,747,867	Complete	April 2006

The Larry Combest Health & Wellness Center
El Paso Medical Science Bldg. I
HSC Campus Infrastructure Improvement
HSC El Paso Clinic Expansion/Renovation
HSC El Paso Hydronic Pipe Replacement
HSC Academic Classroom Bldg.
HSC Synergistic Center
Amarillo Academic/Clinic Facility
Midland Physicians Assistant Building
HSC Admin Relocation
Odessa Clinic Renovation
Communications Disorders Renovation

Complete	1,551,549	January 2006
Complete	36,906,174	February 2006
Complete	4,996,136	January 2006
Complete	9,638,830	February 2005
Complete	1,552,209	February 2005
Complete	14,963,993	October 2003
Complete	1,995,105	March 2003
Complete	23,636,894	April 2002
Complete	6,000,000	August 2001
Complete	1,862,000	March 2001
Complete	1,200,000	September 2000
Complete	2,161,000	May 2000
HSC Total	\$ 255,505,200	
Completed Total	\$ 826,066,479	
TTUS Capital Project Total	\$ 1,733,979,141	

ANGELO STATE UNIVERSITY TRAFFIC AND PARKING REGULATIONS 2012-2013

The Board of Regents of the Texas Tech University System, in accordance with *V.T.C.A., Education Code*, Section 51.202, is authorized to promulgate rules and regulations for the safety and welfare of students, employees, and property, and other rules and regulations it may deem necessary to provide for the operation and parking of vehicles on the grounds, streets, drives, alleys, and any other property of Angelo State University.

In addition to these Angelo State University Traffic and Parking Regulations, *V.T.C.A., Education Code*, Section 51.201, provides that: "All of 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," and all persons are responsible for compliance with these laws. Angelo State University personnel who are commissioned as peace officers by the Board of Regents of the Texas Tech University System are vested with all of the powers, privileges and immunities of peace officers in the enforcement of these regulations and the general and criminal laws of the State of Texas.

The use of a motor vehicle on the Angelo State University campus is a privilege, and the university is not obligated to furnish parking space to accommodate all vehicles. However, the university will attempt to provide a reasonable number of parking spaces in keeping with resources and available sites.

The university will make every reasonable effort to render protection to vehicles parked on campus, but cannot assume the responsibility for any damages or losses. The university recommends that you properly secure your vehicle and any valuables contained therein.

The university holds each operator responsible for the proper registration and use of his or her vehicle.

Pursuant to *V.T.C.A., Education Code*, Section 51.202, 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 \$200.00.

These regulations apply to all persons who operate vehicles on university property. Repeated violations of these regulations or the failure of faculty, staff, or students to respond to a violation citation may result in appropriate disciplinary or other action in accordance with the *Regents' Rules*.

The university further reserves the right to close or re-zone lots due to construction, traffic congestion and special events. All changes will be made available through the Parking Services Web page <http://www.angelo.edu/parking> ~~http://webdev.angelo.local/services/parking_services/index.html~~ or can be obtained upon request from the University Police Department and/or Parking Services Office. All reasonable means shall be used to alert the campus community in advance to lot closures or re-zoning. Parking Services is located at 1825 South Johnson in the office annex complex. For phone or e-mail inquiries, please call (325) 486-6435 or e-mail your question to parking@angelo.edu. Angelo State University 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, and sex. These rules and regulations shall be reviewed to ensure their viability and continued adherence to the university's goals and mission.

I. Definitions – for the purpose of this document, the following definitions are used:

- A. "**Campus**" is all lands owned, managed, or otherwise controlled by the university, herein called "Angelo State University."
- B. "**Impoundment**" refers to the actual towing of a vehicle or immobilizing a vehicle by means of an "Auto-Boot."
- C. "**Visitor**" is an individual with no official connection with Angelo State University as a student, faculty member, or staff member.

- D. **"Valid Parking Space"** is 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.
- E. **"Vehicle"** is a device used for transporting people or goods, such as a car, truck or motorcycle but is not limited to these descriptive terms.
- F. **"Non-university Employees"** are individuals working on campus for entities with term contracts with the university (excluding construction) and are not considered university faculty or staff, (i.e., bookstore, food service, bank services).
- G. **"General Use"** parking lots marked "A/B/C" are designated as general use lots. Anyone with a valid ASU parking permit may park in these lots at any time.
- H. **"Reserved"** is any parking space or area, permanent or temporary, that either requires a special permit or is otherwise marked. Examples would include, but not be limited to, "D" zones, visitor spaces, disabled spaces, service or maintenance spaces.
- I. **"Alternative Fuel Vehicle"** is any vehicle that runs on a fuel other than "traditional" petroleum fuels (gasoline or diesel). This would include electric, hybrid electric & flex-fuel vehicles. The United States Department of Energy officially recognizes the following as alternative fuels: biodiesel, electricity, ethanol, hydrogen, natural gas & propane. Ethanol blends must be 15% or greater to be considered an alternative fuel.

II. Angelo State University Police Department

- A. Angelo State University police officers are duly commissioned peace officers of the State of Texas. Upon request of a university police officer, any person on the campus is required to provide proper identification.
- B. All thefts, accidents, or other offenses that occur on campus should be immediately reported to the University Police Department. One-vehicle accidents and inoperable vehicles must be promptly reported. Keys or valuables should not be left in vehicles while parked on campus. ALWAYS KEEP YOUR VEHICLE LOCKED. The majority of property loss in vehicles can be traced back to an unlocked vehicle.
- C. Angelo State University is concerned about the protection of persons and property and places a high priority on Traffic and Parking Regulations in striving to maintain a safe environment for students, faculty, staff, and visitors. The university, however, cannot guarantee the absolute safety of any one individual. Personal safety must begin with individual responsibility.
- D. University Police enforce speed limits on campus and adjacent public streets using RADAR and/or LIDAR. Appropriate citations are issued to speeding violators.
- E. V.T.C.A., *Penal Code*, Section 46.03, 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.

III. Vehicle Regulations

- A. In order to operate or benefit from the use of a motor vehicle on campus, each member of the Angelo State 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, or is not a member of that person's immediate family. Violation of the Traffic and Parking Regulations is prohibited by the *Student Handbook* and Angelo State University policy. To benefit from the use of parking spaces designed for persons with disabilities, an eligible faculty member, staff member or student MUST display a state issued placard or license plate as well as a university parking 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. Valid parking permits are required regardless of the number of hours for which a student may be enrolled.
- C. Faculty and staff are required to register their motor vehicles on or before the date they commence operating a motor vehicle on campus.
- 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 faculty/staff 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 a faculty/staff parking area.
- E. A faculty/staff permit is to be used by the registering faculty or staff member only, and its use is not transferrable to another person for any reason. If your vehicle is being repaired or is inoperable, you may transfer your hang tag to the vehicle you will be driving temporarily or obtain a temporary permit from the University Police Department.
- F. Any person giving false information when registering a vehicle is subject to the appropriate disciplinary action and revocation of their motor vehicle registration permit and related parking privileges.
- G. Angelo State University issues the following parking permits:
 - 1. "A" zone - All faculty and regular staff employees
 - 2. "B" zone - Commuters (all students living off campus in non-university-owned housing)
 - 3. "C" zone - Residence hall students (all students living on campus in university residence halls)
 - 4. "D" zone - Reserved parking (commuter students with special permits only) includes:
 - a. Academic Building (Upper Lot P-39), permits marked 39 only.
 - b. Carr Education-Fine Arts Building (Lot P-42b), permits marked 42 only.
 - c. "General Use" Lots (lots marked A/B/C)

Vehicles found illegally parked in a reserved parking lot shall be subject to immediate towing at the owner's expense.

5. "V" "S" zone- Special vendor parking or contracted parking.

65. **"Temporary"** - Permits may be issued for:

- a. Students enrolled in the Extended Studies Program. ("B" zone parking only)
- b. Trailers to park in designated areas as established by the University Police Department only after obtaining permission.
- c. Special disability situations that are limited to individuals with temporary disabilities who are not eligible to park in handicapped spaces. Special disability parking permits are valid only on university property and shall not exceed two weeks in duration. Individuals seeking a temporary disabled permit beyond two weeks must provide a written doctor's excuse.
- d. Special circumstances as deemed necessary by the parking services manager and/or the chief of university police.

- e. All temporary or special permits may be obtained at the Parking Services Office.
- H. 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 Angelo State University.
- I. Misuse of a permit could result in it being confiscated, parking privileges being revoked and appropriate fines assessed. Students suspected of misusing their permit or parking privileges, may be referred to the Student Life office for disciplinary action.
- J. Permits remain the property of Angelo State University and may be recalled at any time.
- K. Any expired Angelo State University parking permits must be removed from the motor vehicle(s) prior to use of the current year permit.
- L. Lost or stolen permits should be reported as soon as possible to the University Police Department. The recovery of a lost or stolen permit must be reported immediately to the University Police Department.
- M. The permit fee indicated in the current fee schedule will be charged for each replacement permit.
- N. Upon termination of employment, an employee's parking privileges are revoked. The faculty/staff permit must be returned to the Parking Services Office or to the Office of Human Resources at the time of his/her exit interview.
- O. With the exception of ASU maintenance and emergency vehicles, motor vehicles may only be parked in the designated parking areas and are prohibited at all times from being parked on the turf, sidewalks, pedestrian traffic zones or any other place not clearly designated for parking. Motorcycles shall park in designated motorcycle parking areas if available. If no space is available, motorcycles may park in any available space within the appropriate zone.
- P. Anyone who changes permit status or vehicles, must on the following class day, update the information at the Parking Services Office.
- Q. Scooters that are not required by state law to obtain vehicle registration and inspection stickers 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 bicycle use.
- R. Trailers must be registered with the Parking Services Office, before they may be parked on the campus. A temporary permit may be issued on a space available basis without charge for a period not to exceed two weeks. Trailer permits for periods to exceed two weeks shall be on a space available basis at the rate established for second vehicles. Trailer parking, if approved, will be limited to a specific area as designated by the University Police Department.
- S. Permits are not issued for mobile homes or for mobile units in which overnight accommodations are intended.

IV. Vehicle Registration

- A. Permits are issued for a full academic year (August to August) or on a semester basis.

Vehicle registration fees are as follows:

Fulltime Faculty/Staff "A" Zone and Non-University Employees

Permits must be paid in person at Parking Services and are non-refundable.
Full Year Permit (per vehicle) deducted over a 9-month period (University employees only).
For two vehicle pricing, permits must be purchased at same time.

Single or Two Vehicle(s)	
Single Permit (August – August)	\$90.00
Two Vehicles (August-August)	\$144.00

Part Time /Temporary/Casual Employees “A” Zone and Non-University Employees

Monthly Permit- Must be paid in person at Parking Services. Non-refundable.

Automobiles or Motorcycles	
Monthly Permit (Rate based on months employed)	\$5.00

Commuter Students “B” Zones

Automobiles or Motorcycles	
Fall Yearly (August-August)	\$90.00
Fall Semester Only (August-December)	\$50.00
Spring/Summer (January – August)	\$80.00
Spring Semester Only (January-May)	\$50.00
Summer Semester Only (May-August)	\$50.00

Residential Students “C” Zones

Automobiles or Motorcycles	
Fall Yearly (August-August)	\$90.00
Fall Semester Only (August-December)	\$50.00
Spring/Summer (January – August)	\$80.00
Spring Semester Only (January-May)	\$50.00
Summer Semester(s) Only (May-August)	\$50.00

Student Reserved Parking “D” Zones

Academic Upper Lot (P-39) only -

Carr EFA Lot (P-42b) only –

“General Use” A/B/C Zones included

Automobiles or Motorcycles	
Flat Fee (per vehicle)	150.00 <u>\$120</u>

Student Two Vehicle Permits

For two vehicle pricing, permits must be purchased at same time.

Reserved “D” Zones Not Offered in Combination

Two Vehicles	
Fall Yearly (August – August)	\$150.00
Fall Semester Only (August-December)	\$80.00
Spring/Summer (January-August)	\$130.00
Spring Semester Only (January-May)	\$80.00
Summer Semester(s) Only (May-August)	\$80.00

B. Additional or Replacement Permits

Students/Faculty/Staff additional or replacement of lost permits are priced the same as applicable permits. Additional or replacement of lost permits are NOT discounted.

Permit exchange administrative charge: \$5.00 upon surrender of old parking permit.

- **Faculty/Staff and Non-University Employees**

Lost or stolen "A" zone permits must be reported immediately to the University Police Department.

- **Students**

Window decal parking permits are not transferable to another vehicle. Decal permit holders, wishing to transfer a permit to another vehicle or make zone changes, must scrape off the current decal and present it to the Parking Services Office at the time of the requested change. Failure to present the scraped current decal will result in a replacement fee being assessed. Hang tags, if applicable, are transferable to another vehicle operated by the student only. Lost or stolen hang tags will result in an appropriate replacement fee being assessed based on the semester of occurrence.

Anyone wishing to exchange a permit must surrender the old permit. A \$5.00 administrative fee will be assessed for any permits being exchanged.

C. Refunds

1. Withdrawing students may be eligible for a refund in accordance with current academic catalog refund policies. Refunds may only be given for the semester in which the permit was purchased and if the unused permit is returned. No other refunds will be honored.
2. A request for a refund will not be honored when a person's privilege to park on campus has been suspended or other debts remain unpaid.
3. The following chart details the university refunds policy:

Refunds Fall and Spring Semester	
Prior to the first class day	100%
During the 1st, 2nd, 3rd, 4th and 5th class days	80%
During the 6th, 7th, 8th, 9th and 10th class days	70%
During the 11th, 12th, 13th, 14th and 15th class days	50%
During the 16th, 17th, 18th, 19th and 20th class days	25%
	20%
After the 20th class day	0%

Refunds Summer Semester	
Prior to the first class day	100%
During the first class day	80%
During the second class day	50%
After the third class day and thereafter	0%

V. Permit Regulations

- A. All faculty and staff parking or standing a motor vehicle on campus shall have a valid "A" zone permit displayed at all times. A student working part time for the university is not eligible for an "A" zone permit and shall have a valid student parking permit displayed at all times while parked on campus. Graduate students do not qualify as faculty. Teaching Assistants may be issued a temporary "A" zone permit on a semester-by-semester basis. Teaching Assistants must have their instructor submit a written request to the Parking Services Office and purchase a student permit to obtain a temporary A permit.
1. Hang tag parking permits may be used on any vehicle driven by the person to whom the permit is issued; however, it is a violation to loan a permit to another person to be used in any manner.
 2. A permit holder is responsible for any parking violations incurred if someone else is using their permit. It is a violation to allow someone else to use a permit not issued to him/her. Such violators may also be charged with unauthorized use of a parking permit. Both parties involved are subject to being charged with this violation.
 3. Any and all old or invalid ASU parking permits shall be removed from vehicles being operated or parked on campus.
- B. Parking permits shall be displayed as follows:
1. **Faculty/Staff** – hang tags
 - A. Hang tags shall be displayed unobstructed, on rearview mirror with front side facing windshield. Permit number and parking zone must be clearly visible from outside the front of the vehicle in order for permit to be valid.
 - B. Faculty/Staff driving convertible type vehicles may obtain a motorcycle decal to place on the front windshield above the vehicle registration/ safety inspection sticker(s).
 2. **Students** – window decals and/or hang tags
 - A. Window decals shall be permanently affixed to the driver's side, lower left outside portion of the front rear windshield. It must be affixed in a manner as to not interfere with the visibility of the state registration and/or inspection sticker. If this location is somehow obscured, the permit shall be affixed to the left rear bumper.
 - B. Students driving convertible type vehicles may obtain a motorcycle decal to place on the front windshield above the vehicle registration/ safety inspection sticker(s).
 - C. Hang tags, if issued, shall be displayed unobstructed, on rearview mirror with front side facing windshield. Permit number and parking zone must be clearly visible from outside the front of the vehicle in order for permit to be valid.

3. **Motorcycles** - window decals

Shall be affixed to the yoke, windshield or other conspicuous place.

All parking permits shall be visible and easily read from the front/rear of the vehicle, where applicable, to be considered valid.

VI. Parking Zones

- A. Faculty, staff, and students **MUST** have a valid university parking permit displayed to park on campus. Failure to display a permit in accordance with these rules will result in a parking citation.
- B. Faculty and staff employees will park in areas designated as "A" zone.
- C. Commuting students will park in "B" zone.

- D. Students living in all campus housing shall park in "C" zone specific lots.
- E. Students purchasing a "D" reserved zone permit must park in the lot number specified on the permit or in any General Use zone on campus. They may **NOT** park in the other reserved lots or "B" zones.
- F. **PARKING IN A RESERVED "D" ZONE WITHOUT THE PROPER VALID "D" ZONE PERMIT MAY RESULT IN A CITATION BEING ISSUED AND/OR A VEHICLE BEING TOWED AT THE OWNER'S EXPENSE.**
- G. "A" and "C" zones are in effect and enforced between 7:30 a.m. and 4:30 p.m., Monday through Friday. After 4:30 p.m., "A" and "C" zones are open for general use, unless otherwise specified.
- H. "B" and "D" zones are in effect and enforced from 7:30 a.m. to 1:00 p.m., Monday through Friday. After 1:00 p.m., "B" and "D" zones are open for general use with a valid parking permit.
- I. "A/B/C" zones are "general use" parking lots. Any person having a valid campus parking permit may park in general use lots. These lots are open and have no restricted times, unless otherwise specified.
- J. Faculty, staff, and students with a valid parking permit may park in any zone when the parking regulations specified above are not in effect. A valid parking permit is required whenever any vehicle is parked on campus. Students must have an appropriate, valid-parking permit anytime they are attending afternoon or evening classes or any other university function requiring parking.
- K. Disabled or handicapped individuals must display a valid approved State of Texas permit on their motor vehicle to legally park in a designated handicapped parking space. This special permit must be obtained at the County Tax Assessor's Office. This permit must be displayed in conjunction with a valid ASU parking permit. The Parking Services Office is authorized to issue temporary disabled permits, which allow for parking in disabled spaces on campus. **Such permits are only valid on the ASU campus.** Violation of this law may result in a Justice of the Peace citation or an ASU citation, at the officer's discretion.
- L. Faculty, staff, and students shall not park at any time in spaces designated for visitors.
- M. Motorcycles may be parked in designated Motorcycle Zones or in a valid parking space only within the appropriate parking lot.
- N. Vehicles must be parked, nose-first, in all parking spaces. **BACKING IN OR PULLING THROUGH A PARKING SPACE IS PROHIBITED ON CAMPUS.**
- O. All yellow curbs denote "NO PARKING ZONES."
- P. Spaces marked for "Alternative Fuel" vehicles are reserved for vehicles that meet the definition of alternative fuel. Vehicle parking in these spaces must also abide by the lot zone designation. Currently these spaces are only available in lot P-13 and are Zoned for "C" parking permit holders.

VII. Parking areas for visitors

- A. Visitors must obtain and display a proper visitor's pass when parked on campus. Visitor's parking passes are free and may be issued for up to six months. Visitor's passes may be issued and obtained at the Parking Services Office or the University Police Department.
- B. Guests of students residing in campus housing or apartments are permitted to park in "C" zones provided they have obtained a proper visitor's pass from the Parking Services Office.
- C. Visitors to the university residence halls and apartments may also be required at any time to identify themselves and specify the names and locations of students whom they are visiting.

- D. A university police officer may deny parking to any visitor and/or may require the visitor to leave the campus anytime it is believed his/her presence on campus is disruptive.

VIII. Towing of vehicles

- A. Any vehicle illegally parked on university property is subject to towing at the owner's expense.
- B. The university reserves the right to impound or have impounded any vehicle that is parked in a manner dangerous to vehicular or pedestrian traffic or in flagrant violation of university parking regulations. Any person receiving four or more unresolved citations shall be considered in flagrant violation of university parking regulations, and his or her vehicle may be impounded. If the need arises to impound a vehicle, a local independent wrecker service will be utilized. Charges for this service will be at the discretion of the wrecker operator, and the vehicle owner shall bear all costs associated with the impoundment.
- C. The university reserves the right to remove and impound an abandoned or disabled vehicle or any vehicle found on its property without a valid parking permit, an expired vehicle inspection sticker, or without valid license plates.
- D. A vehicle found to be disabled or not in working order for an extended period may be subject to towing at the owner's expense.
- E. The university reserves the right to attach an "auto cuff" to any vehicle illegally parked on campus. The driver of the vehicle will be advised by a temporary adhesive sign to report to the Parking Services Office for removal of the cuff. A fine of \$30.00 will be charged in addition to the scheduled violation fee(s). The cuff will not be removed until all fines have been paid. Vehicles remaining cuffed longer than 72 hours shall be towed from the campus at the owner's expense.
- F. Any vehicle found illegally parked in a designated student "reserved" parking lot shall be subject to immediate towing at the owner's expense.

IX. General requirements

- A. Each operator must possess a valid operator's license at the time a permit is issued. If a person's driving privileges are suspended, the permit immediately becomes null and void.
- B. Every person operating a vehicle on the Angelo State University campus is responsible for obeying all university rules and regulations, the City of San Angelo traffic ordinances, and the State of Texas laws regulating traffic and parking.
- C. In all cases in which a vehicle is parked, the position shall be such that the whole vehicle is within the boundaries of the parking space. The fact that other vehicles are parked improperly will not constitute an excuse for improper parking of any vehicle.
- D. Each operator of a vehicle must, upon demand request by a university police officer, display a valid operator's license. If the operator is a university student, he or she ~~must~~ may also be required to present an Angelo State University I.D. card. ~~to any university police officer.~~
- E. Car washing and car servicing or repairs are prohibited on the Angelo State University campus.
- F. The Parking Services Office will not issue any campus parking permit to individuals with outstanding fines.
- G. Non-university employees shall comply with all campus parking rules and regulations.

X. Violations/Fines

- A. An individual issued a parking permit shall be responsible for all violations of the parking rules and regulations. If a vehicle is not registered with the university, and a family member is currently

enrolled, it shall be presumed that the student is the operator of the vehicle and is therefore responsible for all parking violations incurred.

- B. No person shall drive, cause or permit a vehicle to be driven on Angelo State University property at a speed greater than is reasonable and prudent under the existing circumstances. Any speed in excess of posted limits shall be prima facie evidence that the speed is not reasonable and is unlawful.

Speed Limits

1. Campus Streets: 25mph, unless otherwise posted.

2. Parking Lots: 10mph, unless otherwise posted.

- C. Citations may be issued for any of the following violations or for other violations of city traffic ordinances or the State of Texas laws regulating traffic and parking:

Violation Fees	
Refusal to display driver's license and/or ASU I.D. card to any university police officer	\$25.00
Failure to stop or heed instructions from a university police officer	\$25.00
Unauthorized use of a parking permit	\$200.00
Parking in or blocking DISABLED space	\$150.00
Parking/Standing in Fire Lane	\$50.00
Blocking a dumpster	\$35.00
Parking with no permit/Fail to display permit	\$35.00
Parking/Standing in No Parking Zone	\$35.00
Parking/Standing in Driveway/Right of Way	\$35.00
Parking/Standing in Maintenance/Loading Zone	\$40.00
Parking/Standing in a Reserved Area	\$40.00
Parking/Standing in a Wrong Zone	\$30.00
Parking/Standing on a Sidewalk	\$25.00
Parking/Standing on the Grass/Lawn Area	\$25.00
Not in a designated space/using (2) two spaces	\$20.00
Parking/Standing in a Barricaded/Prohibited Area	\$40.00
Backing or pulling through Parking Space	\$15.00
Bicycles secured to Railing, Trees or Posts	\$20.00
Parking with improperly displayed/Obscured permit	\$20.00
Auto cuff fee	\$30.00
Providing inaccurate vehicle registration information	\$50.00
All other violations/including traffic violations	\$25.00

Fines are applicable to all persons operating motor vehicles on Angelo State University property.

- D. All violations not issued through the Justice of the Peace must be cleared at the Parking Services Office. Holds are placed immediately on a student's record upon receipt of a university citation. Failure to pay the amount owed by the end of the semester may result in any or all of the following:
1. Withholding of future registration privileges
 2. Withholding the issuance of an official certified transcript
 3. Withholding the conferring of a degree

- E. Justice of the Peace citations may be issued for illegally parking in a handicap space. County citations must be paid at the Justice of the Peace Pct. 4 Building, 124 W. Beauregard. The penalty for illegally parking in a designated handicap space is a fine of not less than \$250.00 or more than \$1,000.00. In addition to the parking citation, illegally parked vehicles may be towed at the owner's expense.
- F. The University Police Department may issue citations to appear before a Justice of the Peace for violations of the traffic code, state laws, or *Regents' Rules* as provided by the *V.T.C.A. Education Code*, Section 51.202.
- G. Stealing or defacing a parking permit may result in criminal prosecution and/or a university citation. Using a stolen or altered permit or allowing the use of such a permit may result in a university fine of \$200.00.
- H. Parking permits remain the property of Angelo State University and shall not be transferred or gifted to anyone. Valid permits must be surrendered to the University Police Department upon separation from the university either by terminating your study or employment with the university. Expired permits are not required to be returned.
- I. Using the permit of another person will result in a fine of \$200.00. The permit holder is also subject to the same fine for allowing its use.

Such violations will be referred to Student Life and Student Services Office for appropriate disciplinary action.

XI. Appeals

- A. The Traffic Appeals Committee will review all appeals of traffic violations. The committee will review traffic grievances and has the authority to void citations on the basis of substantive evidence to support such action.
- B. Appeals are only accepted in cases where there is significant dispute over the facts or when there are major extenuating circumstances. Not agreeing with a valid parking regulation, being late to class, bad weather, not being able to find a parking space, or only parking in violation for a short period of time are **NOT** grounds for an appeal.
- C. An appeal form must be completed and returned to the Parking Services Office within ten (10) days after a citation has been issued. The written appeal form will be reviewed by the chief of university police, or designee, who will make a ruling on the appeal based on the information available. If the violation is overturned on appeal, the citation will be voided. If the citation is upheld on appeal, the violator will be expected to submit appropriate payment of the fine. Individuals whose appeal is denied by the Chief of University Police or designee, may request further appeal to the university Traffic Appeals Committee. The chairperson of the Traffic Appeals Committee shall then contact the person making the appeal and advise him/her as to the date, time, and the place the appeal will be heard. Appeal forms may be obtained from the Parking Services Web site at:
<http://www.angelo.edu/parking> http://webdev.angelo.local/services/parking_services/index.html

XII. Bicycles

- A. Students are encouraged to use bicycles as a mode of transportation on campus. Parking racks are conveniently located around campus for bicycles. Individuals shall not chain bicycles to buildings, signs, railings, light standards, trees, or shrubs, or park bicycles in any location, area, or space not specifically designated for bicycle parking. Bicycles found secured to trees, posts, hedges, buildings, on hand rails and in buildings may be impounded by the University Police Department. Replacement locks and storage fees will be the responsibility of the owner. Any bicycle left on campus after residence halls close at the end of the spring semester will be considered abandoned, unless prior arrangements have been made with the University Police Department or the ASU Office of Residential Programs. All abandoned property is subject to impoundment.

- B. It is recommended that students take advantage of the engravers located at the University Police Department to mark their bicycles with their driver's license numbers. Operation ID is a free service provided by the University Police Department's Crime Prevention Unit.

XIII. Skates and Skateboards

- A. No person may skate or use a skateboard on or in any university building, structure, stairway, elevated sidewalk, access ramp, step, retaining wall, handrail, mall, bench or other architectural element.
- B. Skates and skateboards are prohibited on streets or in parking areas.
- C. Skates and skateboards must be operated in a controlled and safe manner. Such individuals must yield the right-of-way to pedestrians, bicyclists, motor vehicles and any device designed to assist in the transportation of persons with disabilities.

XIV. Lost and Found

- A. *V.T.C.A., Education Code*, Section 51.213, "Abandoned Personal Property," states: "The governing board of each state institution of higher education, including public junior colleges, is authorized to promulgate rules and regulations providing for the disposition of abandoned and unclaimed personal property coming into the possession of the campus security personnel where the personal property is not being held as evidence to be used in any pending criminal case."
- B. All abandoned personal property should be turned-in to the University Police Department. All unclaimed or abandoned personal property of every kind, which shall remain unclaimed for a period of 30 days, shall be transferred to the university property manager, who will arrange to pick up the property and, thereafter, handle it in accordance with established procedure for the disposal of surplus property.
- C. The University Police Department offers a searchable online lost and found. This service allows individuals to search all property currently in our lost and found. To view the online lost and found, please visit our Web page at asupd.angelo.edu.

Anyone claiming property from lost and found must present a valid photo identification before claiming property. Individuals claiming property may also be requested to provide additional descriptions of the item being claimed.

XV. Money Saving Tips

- A. Purchase/pick up and properly display your parking permit ~~and permanently affix to your rear windshield.~~
- B. Plan ahead, do not wait until the last minute to arrive for class.
- C. DO NOT PARK OR STAND IN: FIRE LANES, VISITOR AREAS, DISABLED SPACES OR RESERVED PARKING AREAS.
- D. Do not back or pull through a parking space.
- E. Display a valid university parking permit anytime your vehicle is parked on campus.
- F. Respond immediately if you have been issued a citation.
- G. Notify the Parking Services Office of any changes in your permit status or vehicles.
- H. Do not hang any other items from your mirror other than your valid parking permit or handicap placard.

- I. Be sure you provide accurate information when registering your vehicle. Do not guess on any information provided. Providing incorrect information will result in a fine being assessed.
- J. Do not park in a designated "reserve" parking lot without the appropriate permit or your vehicle will be towed at the owner's expense.
- K. If you need to have a permit replaced, the old permit must be returned to the Parking Services Office. Failure to do so will require the purchase of a new permit.



Commercial
Electricity
Service
Agreement
Texas
TASB

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits attached hereto and incorporated herein for all purposes (collectively, the "Agreement"), is entered into on «\$ReturnedDate» and is between Direct Energy Business, LLC ("DE") and «\$CustomerName1» ("Customer"). DE and Customer may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

1.1 Appointment (a) Scope. Customer appoints DE as its Retail Electric Provider ("REP") for the ESI ID(s) included in the Offer Sheet(s) as part of this Agreement. Specifically, upon execution of an Offer Sheet, Customer authorizes DE to: (i) act as Customer's REP for all purposes; and (ii) provide all the services required of a REP including, without limitation, procuring, scheduling and causing to be delivered electricity throughout the Term of this Agreement to each of the ESI ID(s), subject to the terms and conditions of this Agreement. Other than those duties specified in this Agreement, this appointment does not impose any other duties on DE.

(b) Offer for Electric Service. From time to time, Customer shall receive in connection with this Agreement one or more offer sheets reflecting various pricing and term options related to the electric service provided hereunder (each referred to as an "Offer Sheet" or an "Attachment B"). Such Offer Sheets may be transmitted to Customer via facsimile, hand-delivery, or electronically. Customer shall execute and return one Offer Sheet prior to the expiration date, and to the e-fax number, set forth therein. Such Offer Sheet shall constitute an offer by Customer to DE. The Offer Sheet shall be deemed accepted by DE and this Agreement shall be effective upon the earlier of (a) DE notifying Customer in writing of DE's acceptance of Customer's offer or (b) any action by DE to purchase a physical or financial hedge for all or a portion of the electric energy covered by the Offer Sheet (the "Effective Date"). Acceptance by DE under option (b) shall be promptly followed by written notification. Upon acceptance of the Offer Sheet by DE, the Offer Sheet shall constitute a part of and be deemed incorporated into this Agreement. Customer shall have no obligation to purchase and DE shall have no obligation to provide electricity unless and until an Offer Sheet is executed by Customer and deemed accepted by DE.

1.2 Agreement to Purchase. Upon execution of an Offer Sheet, Customer agrees to purchase and receive from DE throughout the Term, all of Customer's electricity requirements for each of the ESI ID(s), consistent with the terms of such Offer Sheet and except as otherwise provided in this Agreement. If DE should fail to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or should fail to schedule the delivery of sufficient quantities of electricity (collectively, a "Scheduling Failure"), the Parties recognize and agree that (i) the TDSP, in accordance with its responsibilities and its tariff, is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) DE shall settle with ERCOT, at no additional cost or expense to Customer, with respect to the purchase of electricity necessary to cover any Scheduling Failure.

1.3 Term. DE will provide retail electric service to each ESI ID during the period beginning on the Expected Start Month set forth in the Offer Sheet until the final meter reading that occurs on or after DE has provided retail electric service in connection

with such ESI ID for the number of full calendar months set forth in the Offer Sheet (such period, the "Term"). Customer and DE agree that the Term may include a partial calendar month in addition to the number of months set forth in the Offer Sheet as a result of variations in the timing of the Expected Start Month as described in this Section 1.3. DE will use best efforts to cause the Actual Start Date for each ESI ID to occur during the Expected Start Month set forth in the Offer Sheet, as long as the completed Offer Sheet (as determined by DE) is received by DE eight (8) Business Days prior to such Expected Start Month. This Agreement may be terminated without penalty at the end of the Term or any month-to-month renewal period by either Party upon providing the other Party with thirty (30) days prior written notice.

1.4 Renewals. If service continues beyond the Term on a month-to-month basis, the ESI ID(s) will continue to be served under the same terms as this Agreement except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s) and their applicable Congestion Zones and Settlement Intervals, for as long as service continues. If Customer has not switched from DE to another supplier at the expiration of the Term, DE shall serve Customer at the rate set forth in this Section.

1.5 Modifications to ESI IDs. (a) Notice of Changes to ESI IDs. The Parties will work together in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. Customer shall provide written notice to DE of a proposed change of any of the following during the Term of this Agreement that occur as a result of an operational decision made by Customer related to the opening, closure, or sale of a facility owned or leased by Customer: (i) when Customer desires to add one or more new, metered ESI IDs to a particular Offer Sheet made part of this Agreement; (ii) when Customer desires to delete one or more ESI IDs from a particular Offer Sheet made part of this Agreement, or (iii) when Customer otherwise seeks to modify the ESI ID information set forth in an Offer Sheet made part of this Agreement. Customer's notice to DE shall include a revised list of ESI IDs reflecting all proposed changes to Customer's ESI ID(s). DE shall use commercially reasonable efforts to promptly take all actions necessary to implement Customer's proposed changes to its ESI IDs including providing all required notices to ERCOT in accordance with the procedures set forth in this Section 1.5 as well as the entire Agreement.

(b) Addition/Deletion Allowance. DE shall calculate the total, aggregate expected usage of all of the members of a particular Cooperative Pool (the "Cooperative Pool Expected Usage") based upon the originally forecasted usage for all of members of the particular Cooperative Pool. As members of the particular Cooperative Pool add or delete ESI IDs in accordance with this Section 1.5, DE shall calculate on an ongoing basis the total, aggregate, net effect of such ESI ID changes to the total aggregated usage of all of the members of a particular Cooperative Pool ("the Cooperative Pool Revised Expected Usage"). Customer shall be permitted to add an ESI ID at the Energy Price contained in the applicable Offer Sheet or delete an ESI ID without a liquidation payment if all of the following conditions are met: (i) any addition is a new, metered ESI ID not previously served by another REP and/or any deletion is due to a closure, sale or lease of the facility, and (ii) in DE's reasonable judgment, the addition or deletion of Customer's ESI ID(s) does not result in the Cooperative Pool Revised Expected Usage (including Customer's proposed ESI ID addition or deletion) being greater than 105% or less than 95% of the Cooperative Pool Expected Usage ("the Cooperative Pool Addition/Deletion Allowance"). If Customer's proposed ESI ID addition or deletion does not meet all of these conditions, then DE will provide written notice to Customer and work with Customer in good faith to consider the impact of and costs related to Customer's proposed ESI ID changes. In such event, DE shall offer in writing an Amendment to an Offer Sheet which includes a new Energy Price for the quantities of electricity that are in excess of the Cooperative Pool Addition/Deletion Allowance and/or a calculation of the Customer Early Termination Fee for ESI ID deletions that are outside of the Cooperative Pool Addition/Deletion Allowance. Customer understands and acknowledges that the Cooperative Pool Addition/Deletion Allowance is affected by all Cooperative Pool members and that the percentages set out in this paragraph apply to the Cooperative Pool in its entirety, not to Customer's individual usage.

(c) Reporting. Amendments to an Offer Sheet that add or remove Customer's ESI ID(s) as a result of changes made pursuant to this Section 1.5 that are outside the Cooperative Pool Addition/Deletion Allowance shall be provided to Customer by DE and shall include any new Energy Price or Customer Early Termination Fee. Customer shall indicate its acceptance of such Amended Offer Sheet by executing the Amended Offer Sheet. Upon execution, such Amendments will be deemed incorporated into this Agreement and effective on the Effective Date of each ESI ID(s) added to this Agreement and the date on which retail electric service for any ESI ID removed from this Agreement is transferred to another REP, as applicable. DE shall make available to Customer and TASB periodic reports regarding the regulatory and billing status of any changes to the ESI ID(s) of a Cooperative Pool identified on an Offer Sheet.

1.6 InvoiceAssure. In addition to the services described above, DE will offer invoice management services to Customer through its InvoiceAssure product [or similar product] at no additional charge. InvoiceAssure will be used to aggregate electricity invoice data into timely useful reports that may reveal effective strategies for managing overall electricity spend. Such reports and analysis will be available via the Web Site, and DE grants to Customer a non-exclusive, non-transferable license, during the Term of this Agreement, to access and view the Web Site and Content. In addition, DE will supply Customer with a unique and confidential password to enable Customer to access the Web Site.

In regards to the provision of the InvoiceAssure Services, Customer acknowledges and agrees to the following:

- a. DE may utilize the services of a third party provider(s) (together with DE the "Provider") to provide the InvoiceAssure Services;
- b. Provider will retain exclusive ownership of the Web Site and the Content therein;
- c. All intellectual property rights in any derivative works in respect of the Web Site and Customer Content belong exclusively to the Provider;
- d. Provider will retain rights to the Customer Content for the purposes of providing the InvoiceAssure Services, to build related databases and spreadsheets, and/or to build, for Provider's own business purposes, statistically summarized utility usage and cost databases;
- e. To provide continuous InvoiceAssure Service throughout the Term, Provider will require ongoing access to Customer Content;
- f. Customer is solely responsible for acquiring and installing all necessary Internet access services and data communication circuits and related equipment for Provider to supply the InvoiceAssure Services and Customer to utilize them.

SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

2.1 Energy Price. The Energy Price to be paid by Customer for Actual Usage shall be as specified on an Offer Sheet.

2.2 Additional Pass-Through Charges. Customer acknowledges that the Energy Price(s) does not include Delivery Charges, Non-Recurring Charges, Taxes, Nodal Charges, or Nodal Congestion, which will be passed through to Customer to be paid by Customer and identified separately on Customer's bill with no mark up. All charges are exclusive of Taxes.

2.3 Tax Exempt Status. If Customer is exempt from the payment of any Taxes, it will provide DE with all required exemption certificates. Until Customer does so, DE is not allowed to and shall not recognize any exemption and it will not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to DE. DE will, however, assign to Customer any applicable claims for refund.

2.4 Price Redetermination ("Blend & Extend"). Either DE, TASB or Customer may request to renegotiate the Energy Price set forth in Section 2.1 to reflect then-current

market conditions subject to a mutually agreeable extension of the Term of this Agreement. This section 2.4 shall not be construed as requiring either Party to modify the Terms of this Agreement as to the Energy Price or Term, and any such modifications of the Energy Price or Term shall not be effective unless evidenced in writing and executed by both Parties.

SECTION 3: BILLING AND PAYMENT

3.1 Billing And Payment. DE will invoice each Customer account on a monthly basis on a consolidated basis for all ESI IDs. A summary bill for all accounts and detailed information for each account shall be provided. Customer will remit payment within thirty (30) days of receiving the invoice or later if authorized by Texas Government Code Section 2251.021. The invoice amount will be based on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, DE may use estimated data to calculate Customer's invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

3.2 Late Fees, Interest on Overdue Payments, Invoice Disputes. If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the date the monies were owed at a rate of one percent (1%) per month, or the highest rate permitted by law, whichever is less. If Customer in good faith disputes some portion of an invoice it will provide DE, within twenty (20) days of the invoice date, a written explanation specifying the amount in dispute and the reason for the dispute. If timely notice is not given, all amounts will be owed by the due date. Notwithstanding the above, if Customer notifies DE of a dispute with an invoice, regardless of whether Customer has already paid the invoice, DE shall make available to Customer, during normal business hours, records in DE's possession reasonably necessary for Buyer to determine the accuracy of the invoice; provided, however that neither party may request any adjustment or correction of any invoice unless written notice of such dispute is given within twelve (12) months after the due date of such invoice. In all cases, DE and Customer will use good faith efforts to resolve any dispute. In the event the Parties are unable to resolve the dispute within ten (10) days of the notice date, either Party may begin legal proceedings to resolve the dispute. Any amounts determined owed will be paid within three (3) days after the decision.

3.3 Aggregator Fee. Customer acknowledges and agrees that, during the Term of this Agreement, DE is responsible for paying to TASB or its assignee ("Aggregator") a monthly amount equal to (i) Customer's actual monthly usage (kWh) x \$0.0015/kWh if Customer's projected annual usage is less than 10,000,000 kWh or (ii) a monthly amount equal to Customer's actual monthly usage (kWh) multiplied by (\$10,000.00 divided by Customer's projected annual usage) if Customer's projected annual usage is greater than or equal to 10,000,000 kWh (collectively, the "Aggregator Fee"). The Energy Price does not include the Aggregator Fee and Customer authorizes DE to include the Aggregator Fee as a separate line item on its invoice to Customer. After May 31 of each year during the Term, DE shall reconcile the Aggregator Fee paid by Customer during the period from June 1 of the prior year through May 31 ("Reconciliation Period") and shall determine and notify TASB if Customer paid an Aggregator Fee in excess of \$10,000.00 during the Reconciliation Period. The Aggregator shall issue a refund to Customer of any amount of the Aggregator Fee in excess of \$10,000.00 paid by Customer during the Reconciliation Period.

3.4 REP Services Fee. A REP Services Fee will be included in the Energy Price for certain billing and customer services provided to Customer under this Agreement ("REP Services Fee"). The REP Services Fee is equal to Customer's actual monthly usage in kilowatt-hours times \$0.00175 cents/kWh or [kWh x \$0.00175 cents/kWh]. The REP Services Fee is included in the Energy Price to be paid by Customer and will not be separately passed through to Customer.

3.5 Applicability of the Prompt Payment Act. If Customer is a governmental entity as defined in Texas Government Code Chapter 2251 (the "Prompt Payment Act" or "PPA") then the provisions of the PPA regarding time for payment, disputed invoices and interest due on an

overdue payment shall apply to this Agreement, notwithstanding any other provisions to the contrary. In the event of a conflict between the PPA and the terms of this Agreement, the PPA shall control where applicable.

SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

4.1 Customer Information. By entering into this Agreement and appointing DE as Customer's agent, Customer authorizes DE to obtain from Customer's TDSP, and does further authorize Customer's TDSP to release to DE, certain information that DE may need to provide Customer's electric service, including Customer's address, telephone number, account numbers, historical usage information, and historical payment information.

4.2 Deposits and Other Security. Either Party ("*Providing Party*") may be required by the other Party ("*Requesting Party*") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party in an amount acceptable to the Requesting Party, which, if Customer is the Providing Party, will not exceed 90 days of accounts receivable plus mark to market exposure and if DE is Providing Party, will not exceed mark to market exposure (both assessments of "mark to market" exposure as determined by REP in a commercially reasonable manner) ("*collectively, Performance Assurance*") within three (3) business days of the request, during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's (or its parent company) credit status or financial condition (including, if applicable, its credit or bond rating being lower than BBB- from Standard and Poor's or Baa3 from Moody's Investor Service); or (ii) Customer has been delinquent in paying the electric bill more than twice during the past 12 months. Any Performance Assurance, less any outstanding balance owed from one Party to the other Party, will be returned to the Providing Party no later than twelve (12) months after (1) the Providing Party's credit or financial condition returns to its condition as of the date of execution of this Agreement or to a credit or bond rating of BBB-, whichever occurs earlier and (2) the Providing Party has paid all outstanding balances and makes all payments within the dates set forth in this Agreement.

SECTION 5: EARLY TERMINATION

5.1 Cancellation for Material Change to Program, Market, Usage, or Equipment. In the event a judicial decision, order, new law or regulation, or change in any Applicable Law alters the fundamental market structure in ERCOT (including the imposition of any installed capacity charge (but excluding the implementation of the Nodal Market) after the Effective Date of this Agreement and requires a change in the method by which prices are calculated under this Agreement or materially and directly affects either Party's ability to perform its obligations hereunder (not including economic expectations), then either Party shall have the right to provide written notice to TASB and the other Party regarding such detrimental change. The Parties shall negotiate in good faith a modification to the terms of this Agreement to address the financial impact of the detrimental change. If the Parties are unable to negotiate a modification to this Agreement within thirty (30) days after receipt by a Party of such notice, then either Party shall have the right to terminate this Agreement. In connection with such termination, the Parties will calculate the Customer Early Termination Fee and the DE Early Termination Fee. If the Customer Early Termination Fee is a positive number, Customer will pay DE such amount; if the DE Early Termination Fee is a positive number, DE will pay Customer such amount.

5.2 Cancellation by Customer for Insufficient Appropriations. If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement ("Appropriations Failure"), then Customer shall have the right to terminate this Agreement upon thirty (30) days advance written notice to DE. Upon expiration of such notice period, Customer shall have the right to terminate this Agreement in full or as to any ESI ID(s) provided that Customer has paid all amounts due to DE under this Agreement, including a Customer Early Termination Fee.

5.3 Customer Early Termination Fee. Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.5 (b), or in connection with a Force Majeure Event, if at any time during the Term of this Agreement Customer cancels this Agreement and refuses to accept delivery of electric supply from DE for any or all ESI ID(s), DE shall have the right to charge Customer an Early Termination Fee equal to an amount determined by multiplying the Expected Usage for the remainder of the Term for each ESI ID Customer cancels or refuses to accept delivery of electric supply by the positive difference, if any, between the Energy Price as set forth in Section 2.1 and the current wholesale market price for energy plus all Electricity Related Charges for similarly situated customers ("Customer Early Termination Fee"). In the event that the Customer Early Termination Fee is charged due to a termination of the Agreement due to an Event of Default by Customer under this Agreement, then the Customer Early Termination Fee shall also include DE's reasonable costs, including attorney and consultant fees, incurred in liquidating quantities of electricity purchased for Customer. Customer and DE agree that the provisions set forth in Section 3 relating to Billing and Payment shall apply to the billing, due date, and collection of any Customer Early Termination Fee. Due to the fluctuating market price of electric supply, Customer agrees that the Customer Early Termination Fee herein is a reasonable estimate of the damages due DE for the failure to accept electric supply, and as such is not punitive in nature. This Customer Early Termination Fee shall not apply to any Customer termination of this Agreement for any Force Majeure Event or any other cancellation or early termination allowed to be made without penalty under this Agreement.

5.4 DE Early Termination Fee. Except as otherwise provided or excused in this Agreement, including any Force Majeure Event, if at any time during the Term of this Agreement DE cancels this Agreement and refuses to provide delivery of electric supply to Customer for any or all ESI ID(s), Customer shall have the right to charge DE an early termination Fee equal to an amount determined by multiplying the Expected Usage for the remainder of the Term for each ESI ID DE cancels or refuses to provide delivery of electric supply by the positive difference, if any, between (a) the current wholesale market price for energy plus all Electricity Related Charges for similarly situated customers ("DE Early Termination Fee") and (b) the Energy Price as set forth in Section 2.1. In the event that The DE Early Termination Fee is charged due to a termination of the Agreement due to an Event of Default by DE under this Agreement, then the DE Early Termination Fee shall also include Customer's reasonable costs, including attorney and consultant fees, incurred in replacing quantities of electricity purchased from DE. In addition, if the Agreement is terminated due to an Event of Default by DE, then the current wholesale market price for energy shall include the cost of service from the Provider of Last Resort or the Affiliated REP incurred by Customer while obtaining a competitive replacement supply of electricity for a period of no more than 60 days. Due to the fluctuating market price of electric supply, DE agrees that the DE Early Termination Fee herein is a reasonable estimate of the damages due Customer for the failure to deliver the electric supply, and as such is not punitive in nature. This DE Early Termination Fee shall not apply to any DE termination of this Agreement for any Force Majeure Event or any other cancellation or early termination allowed to be made without penalty under this Agreement.

SECTION 6: NOTICES

6.1 General Notice. Except as otherwise required by Applicable Law, all notices to be provided under this Agreement shall be deemed to have been duly delivered if hand delivered or sent by United States, certified or registered mail, return receipt requested, postage prepaid, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery shall be effective on the day actually received, notice by

overnight United States mail or courier shall be effective on the next business day after it was sent, and notice by U.S. Mail shall be effective on the second day after it was sent. Notices shall be sent to the addresses noted below, or any other address the Party provides to the other Party in writing.

Direct Energy

Attn: Customer Service Manager

1001 Liberty Avenue
Pittsburgh, PA 15222
Phone: (888) 925-9115
Fax: (866) 421-0257
Email: CustomerRelations@directenergy.com

«\$CustomerName1»

Attn: «FirstName» «MiddleName»
«LastName»
«Line1»
«Line2»
«City», «State» «PostalCode»
Phone: «PhoneNumber»
Fax: «FaxNumber»

With a copy to:
Legal Department
1001 Liberty Avenue, Suite 1200,
Pittsburgh, PA 15222

**Monday through Thursday from
7:00AM to 7:00PM Eastern Time
and Friday 7:00AM to 6:00PM
Eastern Time**

Any notice required to be provided to TASB under this Agreement as a non-party to this Agreement shall be sent to Texas Association of School Boards, Inc. c/o Jeff Clemmons; P.O. Box 400; Austin, Texas 78767.

SECTION 7: DEFINITIONS

7.1 Definitions. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, such capitalized terms shall have the meanings set forth in this Section 7.1. All other capitalized terms used herein but not otherwise defined herein shall have the same meaning as defined in the following documents, with any conflicting definitions contained in such documents being applied herein in the following priority: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. "Actual Start Date" means the date an ESI ID is energized or the date the ESI ID is switched from another REP to DE pursuant to the terms of this Agreement. "Actual Usage" means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
2. "Aggregator" shall have the meaning given in Section 3.3.
3. "Aggregator Fee" shall have the meaning given in Section 3.3.
4. "Agreement" shall have the meaning given in the introductory paragraph.
5. "Applicable Law" shall have the meaning given in Section E.11(c) of Attachment A to this Agreement.
6. "Appropriations Failure" shall have the meaning given in Section 5.2.
7. "Code" shall have the meaning given in Section A.3 of Attachment A to this Agreement. "Consumer Protection Rules" shall have the meaning given in Section B.3 of Attachment A to this Agreement.
8. "Content" means all text, pictures, icons, sound, music, software, graphics, video, data and any other content, other than Customer Content, included as part of the Web Site.

9. "Cooperative Pool" means the aggregation pool of independent school districts and other entities organized by the Cooperative and administered by TASB of which Customer is a member for the ESI IDs included in this contract. The name of the specific Cooperative Pool is included in the Offer Sheet (after the Customer name).
10. "Customer" shall have the meaning given in the introductory paragraph.
11. "Customer Content" means all meter data and other information relating the Customer's business and/or facilities which is entered or incorporated into or used by DE in connection with producing the Web Site in order to enable the Customer to make use of the InvoiceAssure Services.
12. "Customer Early Termination Fee" shall have the meaning given in Section 5.3.
13. "DE" shall have the meaning given in the introductory paragraph.
14. "DE Early Termination Fee" shall have the meaning given in Section 5.4.
15. "Delivery Charges" means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
16. "Disclosing Party" shall have the meaning given in Section C.1 of Attachment A to this Agreement.
17. "Expected Start Month" means the calendar month in which the REP and Customer expect the first reading of the meter on an ESI ID provided to DE by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer's REP to such ESI ID to DE, as shown on an Offer Sheet.
18. "Electricity Related Charges" includes, unless passed through to Customer in Nodal Charges or Nodal Congestion or unless noted elsewhere otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Renewable Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.
19. "Energy Commodity" means the energy and all associated energy losses required to service Customer's ESI IDs under this Agreement.
20. "Energy Price(s)" will be as stated on the applicable Offer Sheet, which if applicable, will be confirmed by REP in writing to Customer, and includes, but is not limited to, costs associated with all Electricity Related Charges, the Energy Commodity, and the REP Services Fee.
21. "ERCOT" means the Electric Reliability Council of Texas.
22. "ERCOT Protocols" means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
23. "ESI ID(s)" means the Electric Service Identifiers for of the property service addresses identified on the Offer Sheet to this Agreement, as such list may be modified from time to time as provided in Section 1.5.
24. "Event of Default" shall have the meaning given in Section D.1 of Attachment A to this Agreement.
25. "Expected Usage" shall have the meaning given in Section 1.5.

26. "Force Majeure Event(s)" shall have the meaning given in Section B.5 of Attachment A to this Agreement.
27. "kWh" means kilowatt hour.
28. "Market Rate" means one hundred thirty percent (130%) of the MCPE determined for any delivery period plus any Replacement Reserve Charges ("RPRS") incurred by DE from ERCOT, or, if mutually agreed to between TASB and DE, a fixed price for a specified period that reasonably reflects current market prices as of the time any extension occurs.
29. "MCPE" or "Market Clearing Price of Energy" means the highest price associated with a Congestion Zone for a Settlement Interval for Balancing Energy deployed during the Settlement Interval as those terms are defined in the ERCOT Protocols.
30. "Nodal Charges" means the net impact of charges or credits resulting from ERCOT's migration to and use of the Nodal Market: These charges and/or credits are as referenced in the ERCOT Nodal Protocols ("the Nodal Protocols") sections 9.2.3 and 9.5.3 (as applicable) and as posted by ERCOT on the public MIS pursuant to section 9.15.1 of the Nodal Protocols and will include base point deviation payment, charges for RUC, charges for emergency power increase, day-ahead make whole charge, voltage support charge, congestion revenue right auction credits, and revenue neutrality allocation. These charges exclude costs or credits resulting from Nodal Congestion and costs or credits included in Electricity Related Charges. Nodal Charges will be as assessed by ERCOT to REP pursuant to the Nodal Protocols and as allocated by REP to Customer(s) on a pro-rata basis.
31. "Nodal Congestion" means the difference in the price of wholesale electricity between the Real-Time Settlement Point Price in the load zone for the applicable Customer ESI IDs and the Real-Time Settlement Point Price for the trading hub in the load zone for the applicable Customer ESI IDs. If the difference in price is positive, then REP shall pass through the cost to be paid by the Customer. If the difference in price is negative, then REP shall pass through the credit to Customer.
32. "Nodal Market" means the ERCOT wholesale market design, established by ERCOT under the ERCOT Nodal Protocols which upon implementation shall take the place of the current ERCOT zonal market. The Nodal Market was implemented by ERCOT on December 1, 2010. Implementation of the Nodal Market is referenced herein as "Nodal Market Implementation".
33. "Non-Recurring Charges" means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer's electric service.
34. "Offer Sheet" shall mean the document described in Section 1.1(b) of this Agreement.
35. "Party" or "Parties" shall have the meaning given in the introductory paragraph.
36. "Pricing Period" means a calendar month or partial calendar month during which service was provided under the terms of this Agreement.
37. "Pricing Period Usage" means the amount of electric energy (in kWh) used at the ESI ID(s) during a given Pricing Period. For an ESI ID equipped with an interval data recorder (IDR), Pricing Period Usage will be determined from the interval data provided by the TDSP. For an ESI ID not equipped with an IDR, Pricing Period Usage equals Average Daily Usage multiplied by the number of days in the Usage Period that occur in a given Pricing Period.
38. "PUCT" means Public Utility Commission of Texas.
39. "Real-Time Settlement Point Price" means the real-time price for wholesale electricity under the Nodal Market as published by ERCOT for any settlement point in the ERCOT Nodal Protocols, as calculated hourly by DE.

40. "Reliability Unit Commitment" or "RUC" means an ERCOT process in the Nodal Market as described in the ERCOT Nodal Protocols designed to ensure that there is adequate resource capacity committed in the proper locations to serve ERCOT forecasted load.
41. "Receiving Party" shall have the meaning given in Section C.1 of Attachment A to this Agreement.
42. "Reconciliation Period" shall have the meaning given to it in Section 3.3.
43. "REP" shall have the meaning given in Section 1.1.
44. "Services" shall mean the account management, invoicing and collection, and customer service functions associated with the provision of retail electricity to Customer by DE.
45. "TASB" means the Texas Association of School Boards, Inc.
46. "TASB Energy Cooperative" or "Cooperative" means an administrative agency of cooperating governmental entities created pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, of which Customer is a member.
47. "Taxes" means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.
48. "Term" shall have the meaning given in Section 1.3(a).
49. "TDSP" or "Transmission and Distribution Service Provider" means an entity regulated by the State of Texas, which transmits or distributes electric energy.
50. "Web Site" means the interconnected web pages owned by the Provider that are accessible through the home web page of DE by visiting www.business.directenergy.com/aem, and includes all underlying software and the Content.

Attachments:

Attachment A	Terms and Conditions of Service
Attachment B	Offer Sheet

WHEREFOR, the Parties have caused this Agreement to be duly executed.

DIRECT ENERGY BUSINESS LLC

By:
Print Name:
Title:
Date:

«**\$CustomerName1**»

By:
Print Name:
Title:
Date:



**Terms and
Conditions of
Service
Attachment A**

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and DE. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, such capitalized terms shall have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

A: REPRESENTATIONS AND WARRANTIES

A.1 Customer's Representations and Warranties. As a material inducement to entering into this Agreement, Customer hereby represents and warrants to DE as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in any contract to which it is a party or any Applicable Law; (c) the performance of this Agreement shall be duly authorized by all necessary action and shall not violate any of the terms or conditions in any contract to which it is a party; (d) as of the date sales of electricity by DE to Customer pursuant to this Agreement commence, Customer shall have all regulatory authorizations necessary for it to legally perform its operations and such performance shall not violate any of the terms or conditions in any contract to which it is a party or any law applicable to it; (e) this Agreement constitutes a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term of this Agreement, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to the delivery of electricity to Customer under this Agreement.

A.2 DE's Representations and Warranties. As a material inducement to entering into this Agreement, DE hereby represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Applicable Law; (c) the performance of the Agreement shall be duly authorized by all necessary action and shall not violate any of the terms or conditions in its governing documents or any contract to which it is a party; (d) as of the date sales of electricity by DE to Customer pursuant to the Agreement commence, DE shall have all regulatory authorizations necessary for it to legally perform its operations and such performance shall not violate any of the terms or conditions in its governing documents,

any contract to which it is a party, or any law applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of DE enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending.

A.3 Forward Contract The Parties acknowledge and agree that (i) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) DE is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

B: DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

B.1 LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S LIABILITY SHALL BE LIMITED AS FOLLOWS: LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. DE WILL NOT BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR THE DE EARLY TERMINATION FEE DUE IF DE DEFAULTS, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO DE (IF CUSTOMER) OR RECEIVED BY DE (IF DE) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

B.2 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("CUSTOMER PROTECTION RULES") SHALL NOT APPLY TO THIS AGREEMENT EXCEPT FOR THE FOLLOWING RULES: 25.481, 25.485 (b), (d), and (e), and 25.495. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER HEREBY EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER FURTHER HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER ACKNOWLEDGES AND AGREES THAT TASB AND THE COOPERATIVE HAVE NOT PROVIDED LEGAL ADVICE TO CUSTOMER WITH RESPECT TO ENTERING INTO THIS AGREEMENT. CUSTOMER REPRESENTS AND WARRANTS TO DE THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO DE; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY DE; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. Customer and DE acknowledge and agree that the electricity delivered hereunder is a "good" as that term is understood in the Texas B&CC (UCC §2.105). The Parties further agree that the rules promulgated therein, to the extent that they can be, are waived and they do not apply to this Agreement, except as provided for herein. If there is any conflict between the UCC and this Agreement, the Parties acknowledge that this Agreement will control. The Parties understand and acknowledge that neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer's ESI ID(s). Therefore, neither Party will be responsible to the other for any damages associated with failing to deliver the electric energy nor for any damages it may cause prior to delivery to Customer's ESI ID(s). The electric energy will be delivered to Customer's ESI ID(s) where it will be deemed in possession and in control of Customer. THE ELECTRICITY SOLD UNDER THIS

AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. DE MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND DE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Further, Customer agrees and acknowledges that DE EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

B.5 Force Majeure. DE will make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. DE does not generate electricity nor does it transmit or distribute electricity. Certain causes and events out of the control of DE and Customer ("Force Majeure Event(s)") may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to DE that relate to periods prior to the Force Majeure Event) shall be suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party shall be liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of any governmental authority (including the PUCT or ERCOT), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, non-performance by the local distribution utility changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT), or any cause beyond such Party's control. The Parties agree that an Appropriations Failure and a Scheduling Failure shall not be considered a Force Majeure Event.

C: CONFIDENTIALITY AGREEMENT

C.1 Confidentiality. DE acknowledges that Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. Subject to such laws that may require disclosure of information, and upon the written request of a Party (in such capacity, the "Disclosing Party"), the other Party (in such capacity, the "Receiving Party") shall keep confidential and not disclose any Confidential Information which is disclosed to the Receiving Party by the Disclosing Party except for disclosures to Authorized Parties or as required by law. For purposes hereof, "Confidential Information" means the terms of this Agreement and any other information in written or other tangible form which is marked as "Confidential" or that a party should reasonably know to be confidential when it is disclosed to the Receiving Party, including the Web Site, Content, and Customer Content. Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section shall apply regardless of fault and shall survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer agrees that DE may provide TASB with 1) an executed copy of this Agreement and any Offer Sheet; 2) any information requested by TASB about Customer's account and billings, including if an inquiry or request has been made by Customer to DE and 3) access to view wholesale procurement of electricity on behalf of Customer.

D: DEFAULT AND REMEDIES

D.1 Events of Default. An event of default ("Event of Default") means: (a) the failure of Customer to make, when due, any payment required under this Agreement if such payment is not made within five (5) business days after receipt of written notice (facsimile or electronically are valid forms of notice for this paragraph) from DE; or (b) any

representation or warranty made by a Party proves to be false or misleading in any material respect; or (c) the failure of any Party to perform its obligations under this Agreement and such failure is not excused by Force Majeure; or (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within 20 business days after such filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts as they fall due; or (v) fails to provide or maintain Performance Assurance in accordance with Section 4.2 herein. If an Event of Default listed in subsection (d) above occurs, a Default will be deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default shall have occurred and be continuing, the non-defaulting Party, upon written notice to the defaulting Party, shall have the right (a) to commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; (b) to exercise such other rights and remedies as it may have at equity or at law, subject however to the Limitations on Liabilities above; and (c) to suspend performance under this Agreement; provided, however, in no event shall any such suspension continue for longer than ten (10) Business Days unless an early termination of this Agreement has been declared and notice thereof pursuant to this Agreement given. If Customer is responsible for the occurrence of an Event of Default and it fails to cure within ten (10) days of written notice (does not apply to default for non-payment), in addition to any other remedy, DE may (i) terminate this Agreement and switch Customer to the Affiliated REP or the Provider of Last Resort; and (ii) charge Customer the Customer Early Termination Fee pursuant to Section 5 of this Agreement. Notwithstanding the above, DE may not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) DE gives Customer a thirty (30) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the thirty (30) day notice period. If DE is responsible for the occurrence of an Event of Default and it fails to cure within ten (10) days of written notice, in addition to any other remedy, Customer may charge DE the DE Early Termination Fee pursuant to Section 5 of this Agreement.

E: MISCELLANEOUS PROVISIONS

E.1 Disclaimer. This Agreement shall not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties shall be limited to those set forth in this Agreement.

E.2 Headings. The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

E.3 Waiver. Except as otherwise provided in this Agreement, any failure of a Party to comply with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver shall not operate as a waiver of, or estoppel with respect to any subsequent failure of the first Party to comply with such obligation, covenant, agreement, or condition.

E.4 Assignment. Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of DE, which shall not be unreasonably withheld. DE may, to the fullest extent allowed by law: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of DE; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of DE with an operating capability and financial condition substantially similar to DE as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and

financial condition substantially similar to DE as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service. Upon any such assignment, Customer agrees that DE shall have no further obligations under this Agreement.

E.5 No Third-Party Beneficiaries. The Parties do not intend that this Agreement confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; provided, however, that the Parties recognize that TASB or its designee shall receive the Aggregator Fee.

E.6 Severability. If any of the provisions of this Agreement is held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement, with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

E.7 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subject matter hereof. This Agreement may be amended only upon mutual agreement of the Parties, which amendment shall not be effective until reduced to writing and executed by the Parties.

E.8 Further Assurances. The Parties hereto agree to promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which may be reasonably requested in order to effectuate the transactions contemplated hereby.

E.9 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer must call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

E.10 Customer Care. Customer may contact DE Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1--(888) 925-9115, Monday through Thursday from 7:00AM to 7:00PM Eastern Time and Friday 7:00AM to 6:00PM Eastern Time. DE shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID identified on The Offer Sheet.

E.11 Governing Law. a.) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and to be performed in the State of Texas, without regard to the conflict of laws provisions thereof.
b.) The Parties agree that all disputes between them which arise under this Agreement and which are not settled shall be decided by a court of competent jurisdiction and the Parties submit to the jurisdiction of the courts of the State of Texas.
c.) Subject to the provisions of E.11.a. above, this Agreement shall be subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "Applicable Law").

E.12 No Presumption Against Drafting. Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement shall not be applied to this Agreement.

E.13 Counterparts; Facsimile Copies. This Agreement may be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed to be an original. A facsimile copy of either Party's signature shall be considered an original for all purposes under this Agreement along with any amendments pursuant to E.7 above, and each Party shall provide its original signature upon request.

TASB ENERGY COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between TASB Energy Cooperative ("Energy Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Energy Cooperative Member" or "Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a cooperative; and

WHEREAS, the Energy Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of electricity, transportation fuel and other types of energy products, commodities, and services (collectively "energy services"), to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Energy Cooperative Members; and

WHEREAS, the Energy Cooperative has contracted with the Texas Association of School Boards, Inc. ("TASB"), a Texas nonprofit corporation, to administer energy services-related programs for Energy Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Energy Cooperative Member and the Energy Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Definitions.** As used throughout this Agreement, the following terms shall have the meanings set forth below unless otherwise indicated in this Agreement, regardless of whether initial capitalization or italics are used consistently. Further, the below terms may be described differently in other documents, but substance shall prevail over form in such instances.

"Aggregation Pool" means an aggregation in which the requirements of a member of the Energy Cooperative for certain energy services are joined with the requirements of other members of the Energy Cooperative to create a purchasing unit for the purchase of those energy services.

"Energy Services Agreement" means a form purchase, sales, supply or other agreement between an energy services vendor and the Energy Cooperative Member to sell and purchase energy services, the terms of which may have been negotiated between TASB, as administrator of the Energy Cooperative, and the vendor.

"Energy Services Vendor" means a vendor authorized by the Energy Cooperative to sell energy services to an Energy Cooperative Member. Without limiting the generality of this definition, the term

includes a retail electric provider ("REP"), an entity certified by the Texas Public Utility Commission to sell electricity to retail customers in Texas.

"Letter of Commitment" means an agreement executed by the Energy Cooperative Member committing the Member to join a specific Aggregation Pool and/or purchase energy services from the Energy Services Vendor awarded by the Energy Cooperative and establishing the terms applicable to such purchase.

2. **Adopt Charter Interlocal Cooperation Agreement.** The Energy Cooperative Member, by the execution or acceptance of this Agreement, hereby adopts and approves the Charter Interlocal Agreement effective as of January 16, 2008, which agreement is incorporated herein by reference (and is available from the Energy Cooperative upon request). The Charter Interlocal Agreement established the Energy Cooperative as an administrative agency of its collective participants, and the Energy Cooperative Member agrees to become a participant or additional party to that Charter Interlocal Agreement.
3. **Term.**
 - (a) The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
 - (b) If the Energy Cooperative Member is an existing Member that joined the Energy Cooperative by executing a participation agreement which authorized amendment upon the Energy Cooperative providing 60 days prior notice, then this Agreement will be deemed an **Amendment by Notice**, which will be effective on the 65th day after the date the Energy Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Energy Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.
4. **Services.** The Energy Cooperative, through its administrator, TASB, shall provide the Energy Cooperative Member with opportunities to procure energy services through programs established by the Energy Cooperative, including the electricity aggregation and the fixed-rate transportation fuel programs, pursuant to the terms and conditions that the Energy Cooperative establishes for the Member's participation in such programs. As a general matter, with respect to the establishment and administration of such programs:
 - (a) The Energy Cooperative shall require that TASB, from time to time, (i) conduct a competitive procurement process, using any means permitted by Texas law, to recommend to the Energy Cooperative the selection of one or more Energy Services Vendors to serve members of the Energy Cooperative; and (ii) negotiate with such Vendor(s) the terms of an Energy Services Agreement for the purchase of energy services by members of the Energy Cooperative. The Energy Cooperative, through TASB, may offer the Energy Cooperative Member the opportunity to participate in an Aggregation Pool with other members of the Energy Cooperative to purchase energy services, or it may arrange for the purchase of energy services by the Energy Cooperative Member individually and not as part of an Aggregation Pool.
 - (b) Neither the Energy Cooperative nor TASB shall be responsible for addressing customer service issues relating to the Energy Cooperative Member's energy services that occur under any Energy

Services Agreement. The Energy Cooperative Member shall resolve such issues directly with the Energy Services Vendor or, in the case of electricity, its local utility or the REP.

5. **Obligations of Energy Cooperative Member.** The Energy Cooperative Member agrees to perform the following obligations:
- (a) When requested by the Energy Cooperative or TASB from time to time, the Energy Cooperative Member shall execute a Letter of Commitment and such other documentation as the Energy Cooperative may require for the Member to participate in an Aggregation Pool. If the Energy Cooperative Member fails to execute such Letter of Commitment or other documentation as required, the Energy Cooperative Member will not be allowed to participate in the Aggregation Pool.
 - (b) If the Energy Cooperative Member is not participating in an Aggregation Pool and if executable energy services pricing provided by the Energy Cooperative or its administrator, TASB, is acceptable to the Energy Cooperative Member, then the Energy Cooperative Member will execute the Energy Services Agreement to purchase such energy services.
6. **Termination.**
- (a) **By the Energy Cooperative Member.** This Agreement may be terminated by the Energy Cooperative Member at any time by giving 30 days prior written notice to the Energy Cooperative, provided any amounts owed to the Energy Cooperative and any Energy Services Vendor have been fully paid. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in any Letter of Commitment, Energy Services Agreement, or other contractual obligation which the Energy Cooperative Member has with the Energy Services Vendor, TASB or the Energy Cooperative under an Energy Cooperative program.
 - (b) **By the Energy Cooperative.** The Energy Cooperative may terminate this Agreement by:
 - (1) Giving 10 days notice by certified mail to the Energy Cooperative Member if the Energy Cooperative Member breaches this Agreement; or
 - (2) Giving 30 days notice by certified mail to the Energy Cooperative Member with or without cause. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in a Letter of Commitment or other existing contractual obligation.
 - (c) **Termination Procedure.** If the Energy Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Energy Cooperative terminates participation of the Energy Cooperative Member, the Energy Cooperative Member shall bear the full financial responsibility for its commitments to Energy Services Vendors under or through this Agreement. In addition, the Energy Cooperative Member agrees that it will not be entitled to any funds from the Energy Cooperative after it terminates its participation.
7. **Aggregation Fees.** The Energy Cooperative Member agrees that the Energy Cooperative and its administrator, TASB, shall be fairly compensated for the services provided under and through this Agreement. Therefore, it is agreed that the Energy Cooperative and/or TASB is authorized to receive payment, directly or indirectly, of aggregation, administrative or service fees (collectively "Aggregation

Fees”) from Energy Services Vendors. The amount of such Aggregation Fees shall be disclosed in the Letter of Commitment, Energy Services Agreement, or any other contract which binds the Energy Cooperative Member to the purchase of energy services. The Energy Cooperative Member understands and agrees that such Aggregation Fees may be included in the price of energy services the Cooperative Member pays the Energy Services Vendor. Further, the Energy Cooperative Member affirmatively disclaims any rights to such Aggregation Fees, acknowledging that all such fees are the property of the Energy Cooperative and/or TASB. Similarly, in no event shall the Energy Cooperative Member be directly responsible for payment of Aggregation Fees.

8. **Distribution.** At the sole discretion of the Energy Cooperative Board of Trustees (“Board”), the Energy Cooperative may issue a distribution to Energy Cooperative Members under a plan developed by the Board. The Energy Cooperative Member acknowledges that a distribution is generally not contemplated, never guaranteed, and depends on the overall financial condition of the Energy Cooperative.
9. **Administration.** The Energy Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation, sponsorship and endorsement of the energy services programs established by the Energy Cooperative as provided for in this Agreement. The Energy Cooperative Member acknowledges and agrees that the Energy Cooperative has contracted with TASB as administrator for the Energy Cooperative and that such relationship is authorized by Section 791.013 of the Texas Government Code.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Energy Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Energy Cooperative Member does not terminate its participation in the Energy Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** The Energy Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Energy Cooperative and that the Energy Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of energy services, including without limitation electricity, through its membership in the Energy Cooperative.
3. **Bylaws.** The Energy Cooperative Member agrees to abide by the Bylaws of the Energy Cooperative, as they may be amended, and any and all written policies and procedures established by the Energy Cooperative.
4. **Cooperation and Access.** The Energy Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Energy Cooperative. The Energy Cooperative reserves the right to audit the relevant records of any Energy Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Energy Cooperative Member.
5. **Coordinator.** The Energy Cooperative Member agrees to appoint a program coordinator for each energy services program in which the Member participates. The coordinator shall have express authority to represent and bind the Energy Cooperative Member, and the Energy Cooperative will not be required to

contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Energy Cooperative Member. The Energy Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Energy Cooperative. Such notice is not effective until actually received by the Energy Cooperative.

6. Fiscal Responsibility.

- (a) The Energy Cooperative Member is not responsible for the payment of any sum of money to the Energy Cooperative, TASB, or an Energy Services Vendor solely by reason of the Member's execution of this Agreement. A payment obligation for the Member will only arise under the terms and provisions of a Letter of Commitment, Energy Services Agreement, or other separate contractual document entered into by the Member.
- (b) The Energy Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Member.

7. Defense and Prosecution of Claims. The Energy Cooperative Member authorizes the Energy Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Energy Cooperative in any litigation, claim or dispute which arises from the services provided by the Energy Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Energy Cooperative to provide a defense or prosecute a claim; rather, the Energy Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Energy Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Energy Cooperative Member hereby designates the Energy Cooperative to act as a class representative on its behalf in matters arising out of this Agreement. However, nothing herein shall preclude the Energy Cooperative Member from pursuing, either independently or in conjunction with the Energy Cooperative, a claim against an Energy Services Vendor with whom the Member has a contractual agreement that was entered into through an Energy Cooperative program.

8. Governance. The Board will govern the Energy Cooperative in accordance with its Bylaws.

9. Jurisdiction/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.

10. Legal Authority. The Energy Cooperative Member represents and warrants to the Energy Cooperative the following:

- (a) It is a political subdivision of the state of Texas and it meets the definition of "Local Government" or "State Agency" under the Interlocal Cooperation Act ("Act"), Chapter 791 of the Texas Government Code.

- (b) The functions and services to be performed under this Agreement will be limited to “Administrative Functions” as defined in the Act, which includes purchasing.
- (c) It possesses the legal authority to enter into this Agreement and can allow the Agreement to automatically renew or be amended without subsequent action of its governing body.
- (d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Energy Cooperative Member must meet under all applicable local policy, regulation, or state law.
- (e) All requirements—local or state—for a third party to approve, record or authorize this Agreement have been met.

11. **Disclaimer.** THE ENERGY COOPERATIVE, AND ITS ENDORSER(S) AND SERVICING CONTRACTOR (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. NEITHER THE ENERGY COOPERATIVE NOR ITS ENDORSER(S) OR SERVICING CONTRACTOR CAN CONTROL THE DELIVERY OF ENERGY SERVICES, INCLUDING WITHOUT LIMITATION THE DELIVERY OR FLOW OF ELECTRICITY OR FUEL, AND NEITHER SHALL HAVE ANY LIABILITY FOR ANY DAMAGES OR CONSEQUENCES THAT MAY OCCUR IF ENERGY SERVICES ARE INTERRUPTED OR NOT TIMELY DELIVERED FOR ANY REASON.

THE ENERGY COOPERATIVE AND ITS ENDORSER(S) AND SERVICING CONTRACTOR HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE TEXAS PUBLIC UTILITY COMMISSION (AS CONTAINED IN PUC SUBSTANTIVE RULES 25.471 ET. SEQ.) DO NOT APPLY TO THIS AGREEMENT AND THE ENERGY COOPERATIVE MEMBER WAIVES SUCH CUSTOMER PROTECTION RULES TO THE FULLEST EXTENT PERMITTED BY LAW.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree as follows:

- (a) Neither party waives any immunity from liability afforded under law.
- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages.
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Energy Cooperative, its servicing contractor, or endorser(s) received, directly or indirectly, as a direct result of the Energy Cooperative Member’s purchase activity within 24 months of when the lawsuit or action was filed. Energy Services Vendors in an Energy Cooperative program are not governed by this provision.

- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.
13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Entirety and Effect on Prior Agreements.** Upon taking effect as provided for herein, this Agreement, together with the Energy Cooperative's Bylaws and Charter Interlocal Agreement, represents the complete understanding of the Energy Cooperative and the Energy Cooperative Member. The terms of this Agreement shall control and take precedence over all prior agreements; provided, however, that the terms of a prior agreement between the Energy Cooperative and the Member will govern the Member's participation in any Aggregation Pool or purchase established under such prior agreement.
15. **Notice.** Unless otherwise provided in this Agreement, any written notice to the Energy Cooperative shall be made by first class mail, postage prepaid, and delivered to James B. Crow, Executive Director, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. The Energy Cooperative Member shall designate a general contact person, and notices to the Member that involve general matters may be made by first class mail, postage prepaid, and delivered to such contact person or the Member's chief executive officer (e.g., superintendent, city manager, county judge or mayor). Notices regarding specific Energy Cooperative programs may be made by first class mail, postage prepaid, and delivered to the program coordinator designated by the Member.
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile or imaged signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

[The remainder of this page is intentionally left blank. Signatures are on following page.]

WHEREFOR, the parties, acting through their duly authorized representatives, accept this Agreement.

TASB ENERGY COOPERATIVE

By: _____
James B. Crow, Secretary

Date: _____

TO BE COMPLETED BY ENERGY COOPERATIVE MEMBER:

(Name of Local Government)

By: _____
Signature of authorized representative

Date: _____

Printed name and title of authorized representative

General Contact for the Energy
Cooperative Member :

Name

Mailing Address

City

Texas, _____
(zip)

Telephone

Fax

Email



Current Rate Cost		Bid Price Cost	
1 year	\$2,713,613.7	1 year	\$1,599,057.72
2 year	\$5,427,227.52	2 year	\$3,344,341.96
3 year	\$8,140,841.28	3 year	\$5,167,119.51

Traffic and Parking Regulations
FY 2011—2012 2012 – 2013
Page 1

05/17-18/2012

TEXAS TECH UNIVERSITY
TRAFFIC AND PARKING REGULATIONS
2011—2012-2012-2013

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. Effective Dates

The following are the regulations that apply to the University, including fee schedule, and are effective ~~May 16, 2011~~ May 21, 2012, through the end of the week following Graduation in the following Spring Semester.

V. General Regulations for Traffic and Parking

Traffic and Parking Regulations
FY 2011—2012 2012 – 2013
Page 2

05/17-18/2012

- 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.
 - 6. A decal is a physical permit issued for display on the vehicle. This can include stickers, hang tags, passes and receipts.
 - 7. An ePermit is an authorization given to an individual at the time of vehicle registration allowing them to park the registered vehicle in a designated lot, zone or space.
- 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.

Traffic and Parking Regulations
FY 2011—2012 2012 – 2013
Page 3

05/17-18/2012

- I. 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.
- J. 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. **KEEP YOUR VEHICLE LOCKED AT ALL TIMES.**
- K. 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.
- L. 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.
- M. 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 by University Parking Services personnel.
- N. 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 parking decal properly displayed or a valid ePermit registration as directed herein may be issued a campus citation.
- O. 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.

Traffic and Parking Regulations
FY 2011—2012 2012 – 2013
Page 4

05/17-18/2012

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.

- P. These regulations apply to all persons who operate vehicles on Texas Tech property.
- Q. 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.
- R. 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 and Parking Decals/ePermits

- 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, in his or her name, a vehicle parking decal or ePermit. That decal or ePermit must be displayed or registered as directed below. 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 parking decal**.
- B. Any person giving false information when registering a vehicle is subject to appropriate disciplinary action and revocation of their motor vehicle parking decal/ePermit and related parking privileges.
- C. Student Vehicle Registration
 1. 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.
 2. Due to the demand for parking on campus, students are limited to one vehicle and/or one motorcycle parking ePermit.

Traffic and Parking Regulations
FY 2011—2012 2012 – 2013
Page 5

05/17-18/2012

D. Faculty and Staff Vehicle Registration

1. 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.
2. Faculty and staff, whose dependents are students, may allow those dependents to register a commonly operated motor vehicle for a student parking ePermit in addition to the employee's parking ePermit. 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 ePermit must be parked in the designated student parking area and not in either the faculty or staff member's reserved space, zone or lot or in the time limit areas on campus.
3. Upon termination of employment with Texas Tech, an employee's parking privileges are revoked. If the ePermit is cancelled and decal (if any) is returned to University Parking Services, the refund in effect at the time it is returned will be issued.

E. Types of Parking Permissions

1. Traffic and parking control on the Texas Tech campus is accomplished by issuing parking ePermits or decals for specific lots, zones or spaces. Parking privileges are associated with decals (disability and some metered parking) or license plates (employee reserved and area reserved, contractor/vendor, visitor, commuter, residence hall, and metered parking). Parking privileges are issued at the discretion of Texas Tech University and may be recalled at any time.
 - a. Decals
 - i. Types of Decals
 - (a) Non-transferable Decals
Non-transferable decals must be permanently affixed to the front windshield in the lower corner of the driver's side. All such decals are self-adhering and application in any other manner may subject the motor vehicle to ticketing. Vehicle registration is not complete until the decal is properly and completely affixed to the motor vehicle of record.
 - (b) Pay and Display Metered Parking
In those lots controlled by meter, individuals must pay the adjacent meter. If payment is made with bills or coins, the receipt must be displayed on the dash of the vehicle with the expiration date or time visible. If payment is made with credit card by phone, the vehicle license plate number will be required during the registration process and will be used for monitoring the lot.
 - ii. All ePermits and decals are for the exclusive use of the registrant. ePermits and decals may not be sold, exchanged, given away or purchased from any person or agency other than Texas Tech University.
 - iii. All outdated Texas Tech registration decals must be removed from the motor vehicle(s) prior to installation of the current decal.
 - iv. Lost or stolen decals should be reported as soon as possible to the Texas Tech Police Department or University Parking Services. The recovery of a lost or stolen decal must be reported immediately to the Texas Tech Police Department or University Parking Services.

Traffic and Parking Regulations
FY 2011—2012 2012 – 2013
Page 6

05/17-18/2012

- v. Replacement Decals
 - (b) Replacement for a non-transferable decal 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 decal.
- b. ePermits

Certain parking permissions do not require that a decal be displayed. In those instances, the ePermit is associated with the license plate registered.

 - i. Vehicles must be parked so that the license plate is visible from the driving aisle.
 - ii. Removable tow hitches must be removed and stored when not in use.
 - iii. No covers may be placed over the license plate that would inhibit the reflectivity of the plate.
 - iv. The alphanumeric characters of the license plate must be visible and unobstructed by license plate frames or other accessories.
 - v. Persons with parking ePermits must ensure their current vehicle is registered and associated with their ePermit. This process can be accomplished at the University Parking Services website or office.
 - vi. Persons who hold reserved space or area reserved registration ePermits may register up to three vehicles on their ePermit. Multiple vehicles on the same ePermit do not allow for more than one motor vehicle to be on campus during the reserved period.
 - vii. Visitor ePermits

Visitor ePermits are provided to individuals who qualify as a visitor as previously defined in these regulations. Vehicles with visitor ePermits may utilize any visitor space on campus for the date(s) specified. In lots where multi-space meters are present, the meter fee must also be paid.
- c. Temporary ePermits and Decals

Temporary parking permissions will be issued for the fee indicated in the current fee schedule. Temporary permissions are not refundable.
- 2. Residence Hall Parking

Residence hall lots are reserved for respective residence hall parking ePermit 24 hours daily when school is in session, unless otherwise posted. From 5:30pm Friday until 7:30am Monday, parking in any residence hall zone requires a valid TTU residence hall ePermit (or commuter ePermit if the holder lives in the residence halls).

 - a. Decals will not be issued for residence halls parking lots. Parking ePermits for residence hall parking will be associated with the registered vehicle's license plate.
 - b. The holder of a residence hall parking ePermit should use the commuter lots when space is not available in the residence hall parking lot.
 - c. 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.
 - d. A student changing residence halls or moving off campus must change his parking ePermit at the University Parking Services website or office.

Traffic and Parking Regulations
FY 2011—2012 2012 – 2013
Page 7

05/17-18/2012

- e. Residence hall parking ePermits are issued to individuals and OWNERSHIP is not transferable. Use of a residence hall ePermit 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. Commuter Parking
 - Commuter parking ePermits will be issued for motor vehicles belonging to students residing off campus or to employees who desire a less expensive alternative to reserved parking.
 - a. Decals will not be issued for commuter parking lots. Parking ePermits for commuter parking will be associated with the registered vehicle's license plate.
 - b. Commuter parking ePermits are issued to individuals and OWNERSHIP is not transferable. Use of a commuter parking ePermit 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.
 - c. There are three classes of commuter parking:
 - i. Commuter North (Red Lot) includes the C1, C2 and C4 lots and a portion of the C3 lot.
 - (b) In addition to these lots, this ePermit is also honored in satellite parking and certain designated commuter areas at the Health Sciences Center.
 - (c) Red Lot ePermits may also park in any west commuter lot after 2:30P.M.
 - (d) 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.
 - (e) Commuter parking east of Jones Stadium in the C2 lot excludes areas marked as reserved or visitor parking
 - (f) On days of home football games, parking lots in the vicinity of Jones SBC Stadium are reserved for game day football parking decal holders.
VEHICLES PARKED IN THESE LOTS NOT DISPLAYING A VALID GAMEDAY FOOTBALL PARKING DECAL MAY BE TOWED AT THE VIOLATOR'S EXPENSE.
 - (g) On days of home baseball games, the C3 lot west of Dan Law Field is reserved for game day baseball parking decal holders. **VEHICLES PARKED IN THESE LOTS NOT DISPLAYING A VALID GAMEDAY BASEBALL PARKING DECAL MAY BE TOWED AT THE VIOLATOR'S EXPENSE.**
 - ii. 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.
 - (b) In addition to these lots, this ePermit is also honored in satellite parking and certain designated commuter areas at the Health Sciences Center.
 - (c) Blue Lot ePermits may park in any north commuter lot after 2:30P.M.
 - (d) Parking in certain 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 lots west of Indiana Avenue) as indicated by signage. This area is reserved for holders of special Athletics basketball parking decals. **VEHICLES PARKED IN THESE LOTS NOT DISPLAYING**

05/17-18/2012

A SPECIAL ATHLETICS BASKETBALL PARKING DECAL MAY BE TOWED AT THE VIOLATOR'S EXPENSE.

- (e) Certain lots designated by signage must be vacated by 5:30P.M. on Fridays before home football games. Typically, this includes the C13, C15 and a portion of the C16 lots. These areas are reserved for football game tailgate permit holders. **VEHICLES PARKED IN THESE LOTS NOT DISPLAYING A SPECIAL ATHLETICS FOOTBALL PARKING DECAL MAY BE TOWED AT THE VIOLATOR'S EXPENSE.**
- (f) Overnight parking in the C11 lot near the United Spirit Arena service ramp is not permitted. Individuals should carefully observe signage in the lot if parking overnight.
- iii. Commuter Satellite (Green Lot) includes the S1 and S2 lots located at 10th Street and Texas Tech Parkway and at the International Cultural Center.
 - (b) 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 ePermits will be honored in the other commuter lots after 2:30P.M.
- d. Only HSC commuter students may register their vehicles at the HSC Traffic and Parking Office. Those students who have a TTU parking ePermit and need to park at TTUHSC may obtain a designator tab at the University Parking Services office. The designator will alert TTUHSC parking personnel that the individual has a parking ePermit.
- 4. Reserved Space Parking
 - 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.
 - b. Decals will not be issued for reserved spaces. Parking ePermits for reserved space parking will be associated with the registered vehicle's license plate(s). 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 ePermit holder.
 - c. Access to the interior portion of the campus during the hours that parking spaces are reserved is restricted to motor vehicles with reserved space, area reserved, and visitor ePermits. The interior portion of the campus is that area controlled by entry stations.
 - d. Certain residence hall staff living in the residence halls may be assigned spaces that are reserved 24 hours daily.
 - e. 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.)
- 5. Area Reserved Parking

05/17-18/2012

Area reserved parking spaces are available to qualified faculty and staff, as set forth above, in certain designated parking lots. Decals will not be issued for area reserved lots. Parking ePermits for area reserved parking will be associated with the registered vehicle's license plate(s). Motorcycle areas will not be provided in all area reserved lots; however, motorcycles will be allowed to park in these lots with the proper ePermit. Area reserved ePermit holders should overflow to commuter lots or as instructed by entry station personnel 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 permissions may park in commuter lots but not residence hall lots, including summer sessions.

6. Green Vehicle Parking

Green vehicle parking is available in some area reserved parking locations. To utilize green vehicle parking, faculty and staff must obtain a "green vehicle certification" in addition to an area reserved ePermit for the desired parking area. In order to be certified as green, a vehicle must meet current American Council for an Energy-Efficient Economy Green Book requirements or be a part of an active carpool. Vehicles parked in green parking spaces must have a current area reserved ePermit for the lot plus a certified green vehicle permission. Green vehicle parking is reserved from 7:30 A.M. to 5:30 P.M., Monday through Friday, unless otherwise indicated. If all green vehicle parking is taken in the lot, faculty and staff with green parking permissions may park in their regularly assigned area reserved spaces.

7. Garage Parking

Spaces are provided in the Flint Ave. Parking Facility for faculty, staff and students. Both reserved and area reserved ePermits are provided for faculty and staff on a limited basis. A limited number of student ePermits are available on a first-come first-served basis. All ePermits will be issued according to the guidelines set forth above. Garage reserved and area reserved parking is reserved 24 hours daily when class is in session, 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.

8. Disability Parking

Persons with disabilities may be issued disability access parking permissions designed to assist them in campus mobility. Parking in spaces reserved for persons with disabilities requires the correct TTU decal and the appropriate state-issued placard or license plate. General rules for vehicle registration still apply; refer to Section VI.E.1 in the main section of the Regulations. Vehicles displaying valid TTU disability decals 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:

- a. Visitor space
- b. Time limit space
- c. Area Reserved space

9. Motorcycle Parking

- a. Motorcycle ePermits allow parking of motorcycles or mopeds in designated two-wheel areas. Decals will not be issued for motorcycle parking areas. Parking permissions for motorcycle parking will be associated with the registered vehicle's license plate. 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

Traffic and Parking Regulations
FY 2011—2012 2012 – 2013
Page 10

05/17-18/2012

- parking space. Mopeds and motorcycles may not park in bicycle racks.
- b. 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 they have a current reserved or area reserved ePermit.
- c. Scooters that are not required by state law to obtain vehicle registration and inspection are not required to obtain a parking ePermit and are not allowed to park in motorcycle or vehicle parking spaces. Individuals operating such scooters on campus must adhere to the regulations pertaining to bicycles.
- 10. Summer School Parking
 - a. Summer school ePermits are issued following the same guidelines previously defined for commuter parking.
 - b. Drivers who have a valid summer school parking ePermit may utilize residence hall and commuter parking lots.
- F. Texas Tech University Health Sciences Center Permits
 - 1. Persons who hold Health Sciences Center registration decals and are assigned to that campus' Reserved or Area Reserved spaces may also park on the University campus in Visitor, Time Limit and Park and Pay spaces. TTUHSC employees must ensure their current vehicle registration information is on file with the TTUHSC Parking Services office. Enforcement of TTUHSC parking on campus will be done by license plate and a citation may be issued if the vehicle is not properly registered. University Reserved and Area Reserved ePermits 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. Use of Health Sciences Center decals by University employees is not allowed.
 - 2. Persons who hold Health Sciences Center registration decals and are assigned to that campus' student parking may also park on the University campus in any commuter lot. TTUHSC students must ensure their current vehicle registration information is on file with the TTUHSC Parking Services office. Enforcement of TTUHSC parking on campus will be done by license plate and a citation may be issued if the vehicle is not properly registered.
 - 3. Persons who hold University commuter and residence hall ePermits may also park in Health Sciences Center student parking. The TTUHSC student parking is controlled with a decal rather than license plate. A decal is available in the University Parking Services office for University parking ePermit holders who also need to park at the TTUHSC. This decal is available at no additional cost.
- G. Metered Parking

Certain lots are controlled by parking permissions until 8:00 P.M.; for those who don't already have a parking permission, an hourly decal is available at an adjacent pay station. Other TTU parking permissions 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.
- H. Visitor and Time Limit Parking
 - 1. Visitors are welcome to the campus and special parking areas are set aside for them. Visitor ePermits 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

Traffic and Parking Regulations
FY 2011—2012 2012 – 2013
Page 11

05/17-18/2012

- permissions may be obtained at any entry station.
- a. 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.
 - b. Use of outdated or altered visitor ePermit is prohibited.
 - c. 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 Schedule*.
 - d. 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 decals or ePermits.
2. Designated time limit parking areas are enforced from 7:30 A.M. to 5:30 P.M., Monday through Friday, unless otherwise posted.
- I. 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.
1. Service Vehicle Parking
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. Blocking doorways, sidewalks, disability access, and fire lanes is prohibited.
 - f. University service vehicles may be parked only in the following areas, which are listed in priority order:
 - i. Service area/drive (must be used if the building has one)
 - ii. Time limit space
 - iii. Visitor space
 - iv. On-street where not bicycle lane is present (coordination with parking enforcement required)
 2. 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 parking ePermit):

Traffic and Parking Regulations
FY 2011—2012 2012 – 2013
Page 12

05/17-18/2012

- a. Service area or service drive MUST be used if the building has one.
- b. Time limit space
- c. Visitor space
- d. On-street parking where no bicycle lane is present.
- 3. Construction Contractor Parking
 - a. 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.
 - b. Construction contractor vehicles will be registered and obtain an ePermit, issued by University Parking Services, on each vehicle which is parked on University property.

VII. Bus Service

The University provides a bus service to assist persons with their on-campus transportation needs. Bus service is provided Monday through Friday when school is in session. Limited service is available on the weekends. Buses are kneeling and lift-equipped to accommodate persons with disabilities. Additional information about hours of operation and routes is available in the Student Government Association office or website at www.sga.ttu.edu.

VIII. Bicycles

- A. Bicycles must be parked in racks at all times. 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)
- B. 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.
- C. Bicycle registration is encouraged and conducted free of charge at the University Parking Services website or office.
- D. 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. A bicycle is considered abandoned when it has not been operated for 30 days. Abandonment impounds are conducted once a year 30-45 days after the end of the spring semester.

IX. Enforcement, Violations, and Sanctions

- A. Parking is governed by markers and traffic signs. Parking is permitted only in areas clearly identified for parking.

Traffic and Parking Regulations
FY 2011—2012 2012 – 2013
Page 13

05/17-18/2012

- 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. All curb ramps on campus are part of accessible routes for disabled persons. Blocking of any ramp is not permitted.
- D. The following illegal parking acts may result in a citation being issued:

Violation	Fine
**1. Parking in non-designated areas.	\$25.00
2. Decal not properly installed / License plate not visible	10.00
**3. Parking in a fire lane.	50.00
4. Failure to remove expired decal(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.	50.00
**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
13. Parking on wrong side of street facing oncoming traffic.	20.00
**14. Parking without a valid permission.	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 decal or license plate. 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 update license plate / transfer permission(s)	10.00
21. Failure to pay Pay Station.	20.00
**Impoundable Offenses	

- E. 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.**

Traffic and Parking Regulations
FY 2011—2012 2012 – 2013
Page 14

05/17-18/2012

F. 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.

G. Resolving Citations

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

1. 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.
2. 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.
3. 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.
4. 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.

- H. 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

Traffic and Parking Regulations
FY 2011—2012 2012 – 2013
Page 15

05/17-18/2012

Vehicles.

- I. Six valid violations of the Traffic and Parking Regulations within the academic year or summer term 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 or summer term.
 1. All citations must be resolved before any parking privileges are restored.
 2. The revocation period shall commence with the return of the registration decal(s) to University Parking Services and/or cancellation of the parking permission.
- J. Impounding Vehicles
 1. 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.
 2. Impoundment may be accomplished either by towing or through immobilization by use of an auto boot.
 3. 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.
 - a. 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.
 - b. The impoundment fee for booted vehicles will be \$40.
 - c. **THE IMPOUNDMENT FEE DOES NOT INCLUDE THE COST OF THE CITATION.**
 - d. Vehicles impounded will be charged storage at the rate of \$6.00 per day, including tax, commencing 72 hours after impoundment.
 - e. The maximum storage fee to be charged is \$130.00 per month, including tax.
 4. 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 less the \$15 administrative fee (payable in a manner acceptable to the towing company) in lieu of impoundment.
 5. 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.
 6. 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.
 7. A motor vehicle parked on Texas Tech property will be subject to impoundment if any of the following apply:
 - a. 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.
 - b. It is inoperable and has remained inoperable for more than 14 (fourteen) consecutive days.

Traffic and Parking Regulations
FY 2011—2012 2012 – 2013
Page 16

05/17-18/2012

2012-2013 Parking Fees Schedule	Current Number of Spaces	Fall 2011 Active Permits	FY 2012	FY 2013
SURFACE PARKING				
Visitor/Metered Space	1,614		\$1.50	\$1.50
Faculty/Staff - Surface Space Res.	194	179	\$779	\$802
Faculty/Staff - Surface Area Res.	4,123	4,034	\$229	\$236
Student - Surface Commuter North	1,720	2,688	\$142	\$146
Student - Surface Commuter West	2,905	4,841	\$124	\$128
Student - Surface Commuter Satellite	1,697	1,457	\$39	\$40
Student - Surface Residence Hall	3,948	3,719	\$230	\$237
Summer Student - Surface	8,573	2,757	\$77	\$79
Two-Wheel	100	95	\$76	\$78
GARAGE PARKING				
Visitor/Metered Space	212		\$1.50	\$1.50
Faculty/Staff - Garage Space Res.	31	31	\$1,134	\$1,202
Faculty/Staff - Garage Area Res.	145	164	\$584	\$619
Student - Garage Area Res.	385	350	\$585	\$620
Summer Student - Garage	385	150	\$195	\$207
Leased Garage (RaiderPark)	1,000	396	\$124	\$128

Refunds are prorated weekly based on the start and end dates of the term.

Texas Tech University System Office of Investments



**Endowment Report
April 2012**

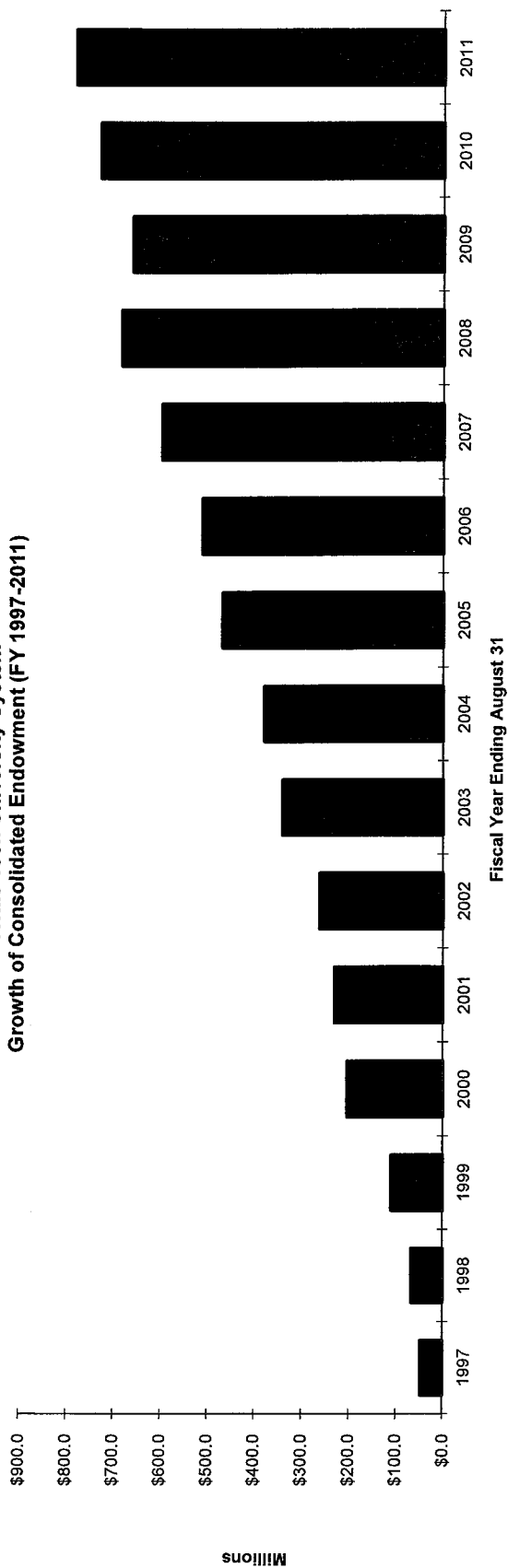
Texas Tech University System

Table of Contents

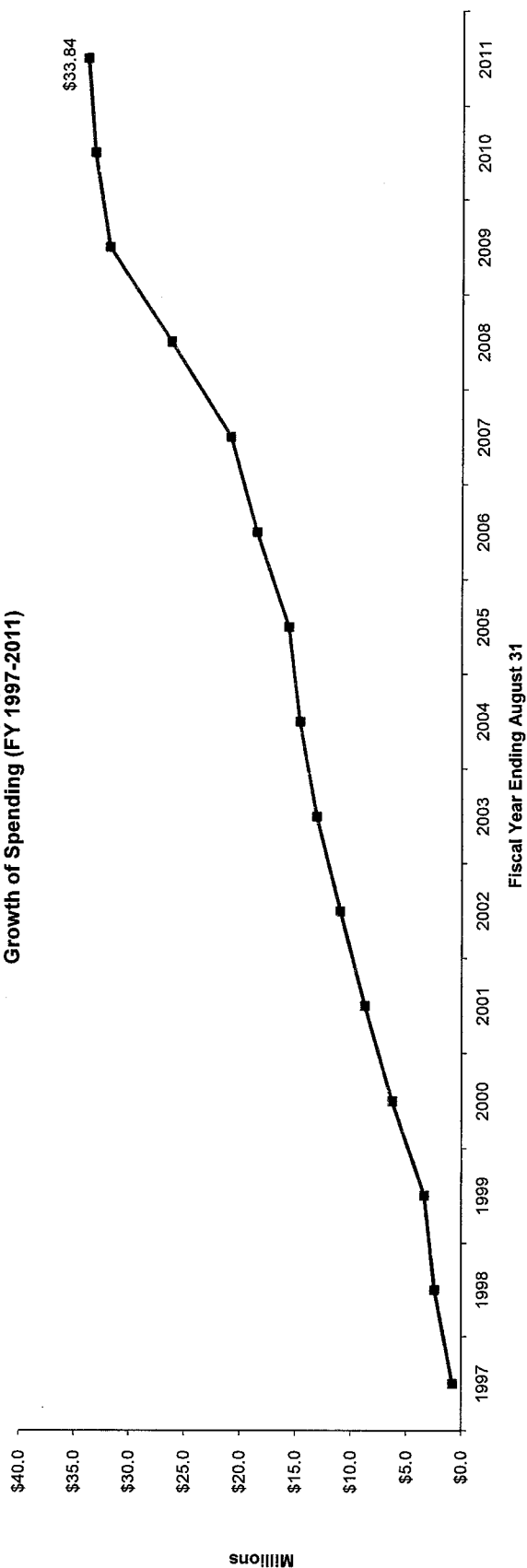
A) Performance	Page
A) Endowment Size & Spending by Fiscal Year.....	1
B) Endowment Return by Fiscal Year.....	2
C) Endowment Performance in Up and Down Periods.....	3
D) Performance by Asset Class (YTD, 1, 3 Years)	
1. Trailing Period Returns.....	4
2. Risk Report.....	5
3. Risk/Return Scatter plot.....	6
 B) Manager Rankings	
A) Manager Ranking.....	7
 C) Asset Allocation	
A) Policy Asset Allocation Matrix.....	9
 D) Liquidity Summary	
A) Investment Liquidity Summary.....	10
B) Investment Liquidity Detail.....	11
 E) Unfunded Commitment Schedule	
A) Commitment Detail.....	12
B) Private Strategy Exposure.....	14
 F) Leverage Report	
A) Gross and Net Exposure by Manager.....	15
 G) Glossary of Terms.....	17
 H) Appendix I: 2-29-2012 NEPC Flash Report	

Texas Tech University System Endowment Size & Spending by Fiscal Year

Texas Tech University System
Growth of Consolidated Endowment (FY 1997-2011)

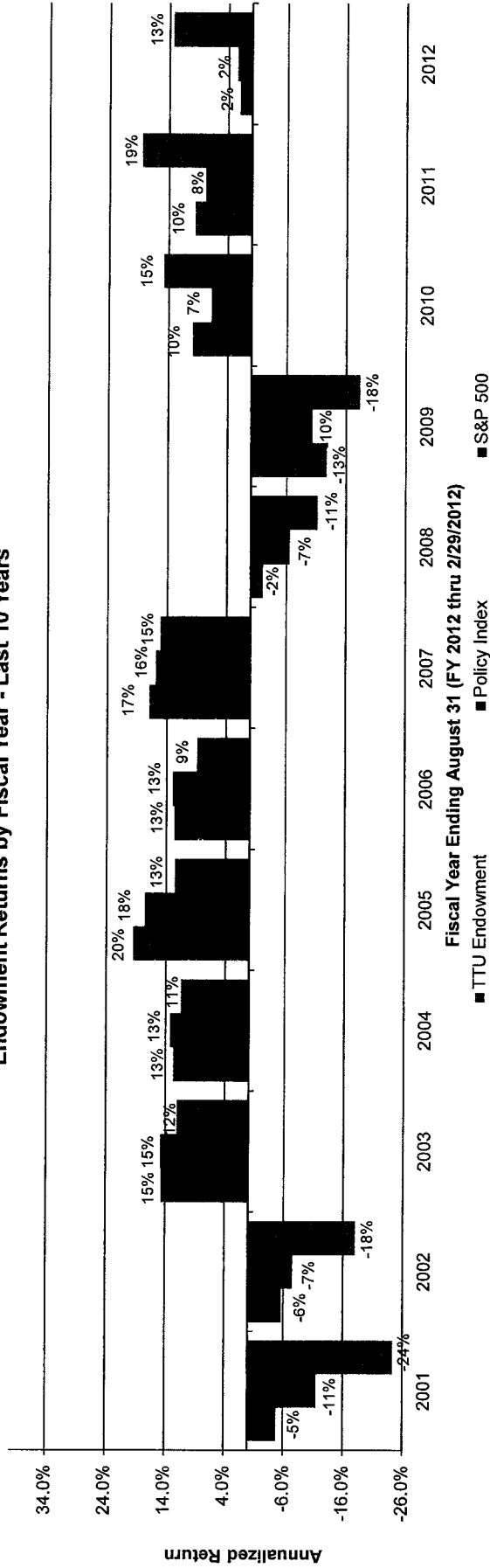


Texas Tech University System
Growth of Spending (FY 1997-2011)

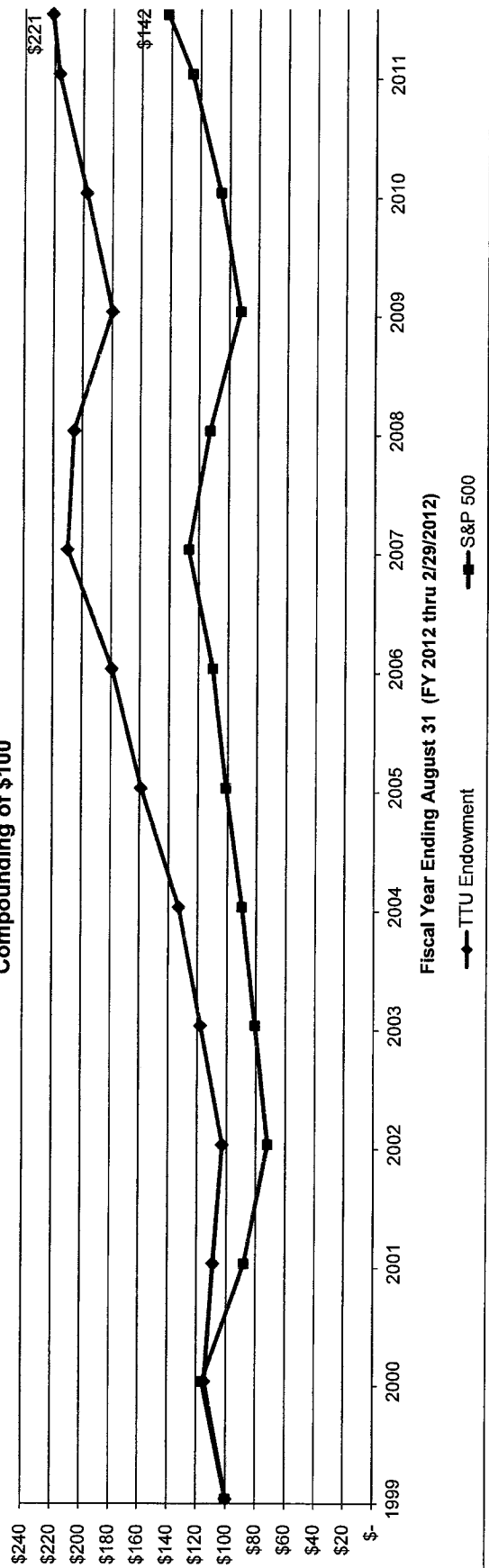


Texas Tech University System Endowment Returns by Fiscal Year

Texas Tech University System
Endowment Returns by Fiscal Year - Last 10 Years

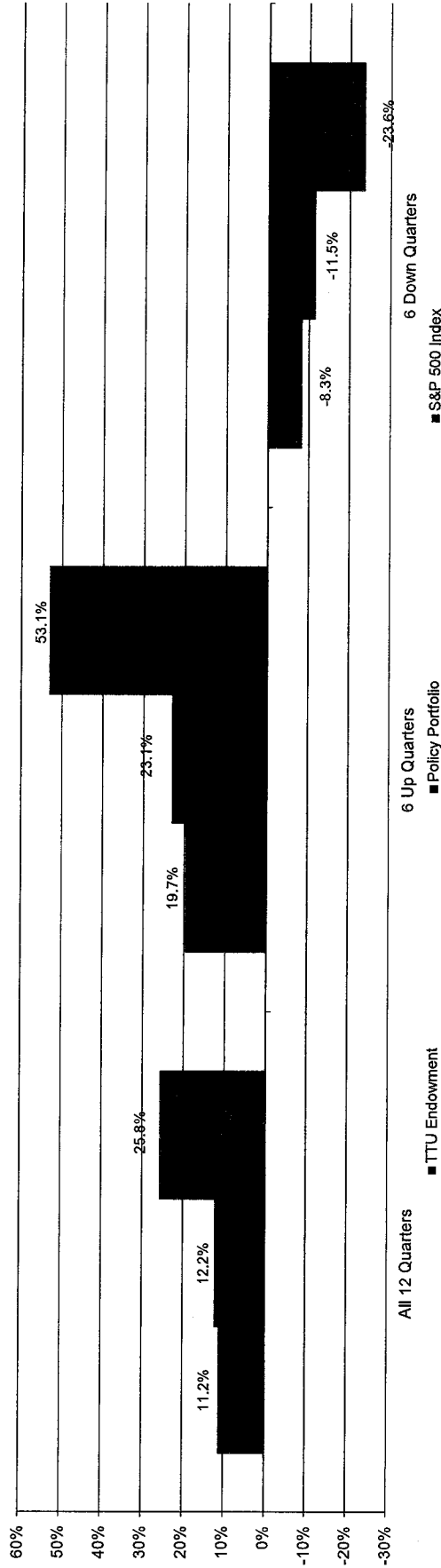


Texas Tech University System
Compounding of \$100

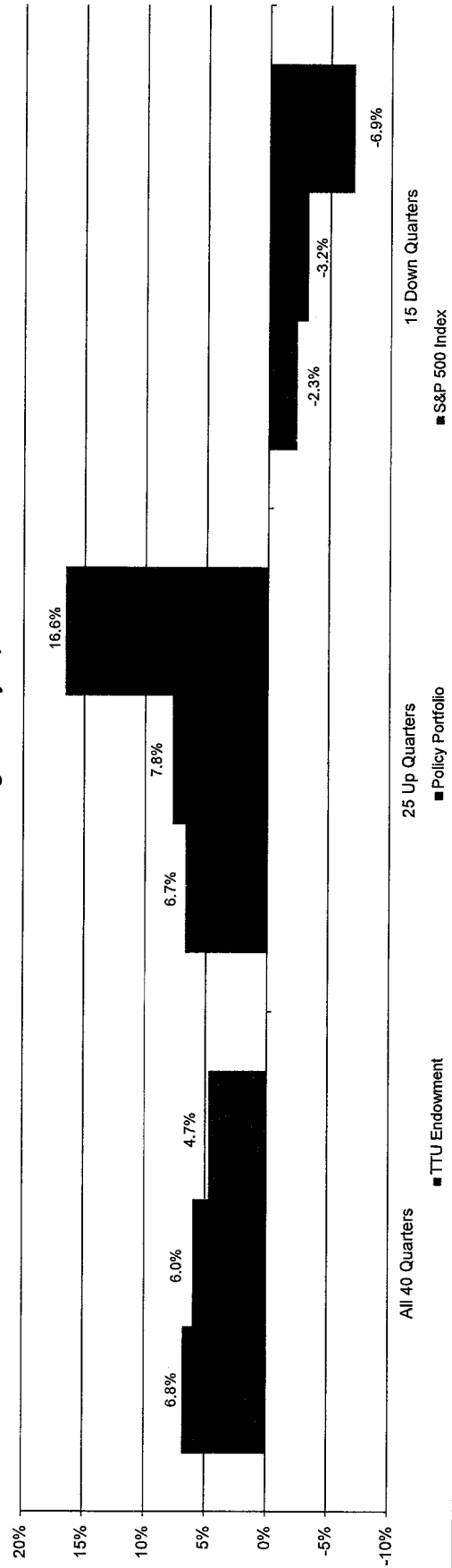


Texas Tech University System Endowment Returns in Up & Down Markets

Annualized Returns for Up and Down Periods of the U.S. Stock Market
Three Years Ending February 29, 2012



Annualized Returns for Up and Down Periods of the U.S. Stock Market
Ten Years Ending February 29, 2012



Note: U.S. Stock Market returns are measured with the S&P 500 Index. Up periods are defined by positive (including zero) index returns and down periods are defined by negative index returns. The Benchmark is TTU's Policy Portfolio's return.

Texas Tech University System

Trailing Periods

02/29/2012

Trailing Periods - Rate of Return (Inception to Feb-2012)					
	Last 1 Months	Last 3 Months	Last 6 Months	Last 1 Years (A)	Last 2 Years (A)
TTU Composite	1.80%	3.72%	2.13%	1.61%	7.39%
TTU Policy Index	1.80%	2.78%	2.48%	1.35%	7.28%
TTU Constrained Credit	0.70%	2.52%	1.81%	4.33%	4.81%
TTU Constrained Equity	4.60%	10.77%	9.63%	2.73%	12.21%
TTU Constrained Real Assets	2.50%	3.54%	(5.30%)	(3.96%)	0.00%
TTU Illiquid Real Assets	0.00%	3.30%	7.30%	15.84%	17.33%
TTU Non-Constrained Credit	1.50%	4.04%	(11.14%)	(21.44%)	(3.25%)
TTU Non-Constrained Equity	1.20%	3.26%	(1.08%)	(5.88%)	(0.07%)
TTU Non-Constrained Real Assets	0.90%	2.25%	3.46%	2.67%	6.13%
TTU Private Credit	0.00%	(8.80%)	(7.78%)	1.01%	7.21%
TTU Private Equity	0.00%	(1.20%)	0.86%	11.40%	11.53%
Barclays Agg Bond	(0.02%)	1.97%	2.73%	8.39%	6.66%
Citi 3-Month Treasury Bill	0.00%	0.00%	0.01%	0.06%	0.10%
CS HFI Long-Short Equity	2.64%	5.71%	3.11%	(3.07%)	4.04%
CS HFI Multi-Strategy	1.72%	4.38%	3.07%	2.66%	7.10%
HFRI FoFs	1.48%	2.54%	(0.71%)	(4.37%)	0.78%
HFRI Real Estate Index	2.63%	6.46%	0.92%	(4.34%)	0.67%
MSCI ACWI - Net	5.62%	11.48%	3.92%	(6.14%)	6.62%
MSCI EAFE	5.77%	10.39%	4.26%	(7.01%)	5.87%
MSCI Emerging Mkts	6.01%	16.64%	5.35%	0.19%	10.21%
Russell 2500 Growth Index	4.53%	11.09%	13.52%	3.20%	18.25%
Russell 2500 Value Index	2.73%	9.87%	10.83%	(2.84%)	11.10%
S&P 500 TR	4.32%	10.11%	13.31%	5.12%	13.51%
HFRI Systematic Diversified Index	0.96%	1.52%	(2.63%)	(2.71%)	4.87%
Venture Economics all Private Equity	0.00%	(3.80%)	0.24%	12.95%	14.15%

Texas Tech University System

Risk Report

02/29/2012

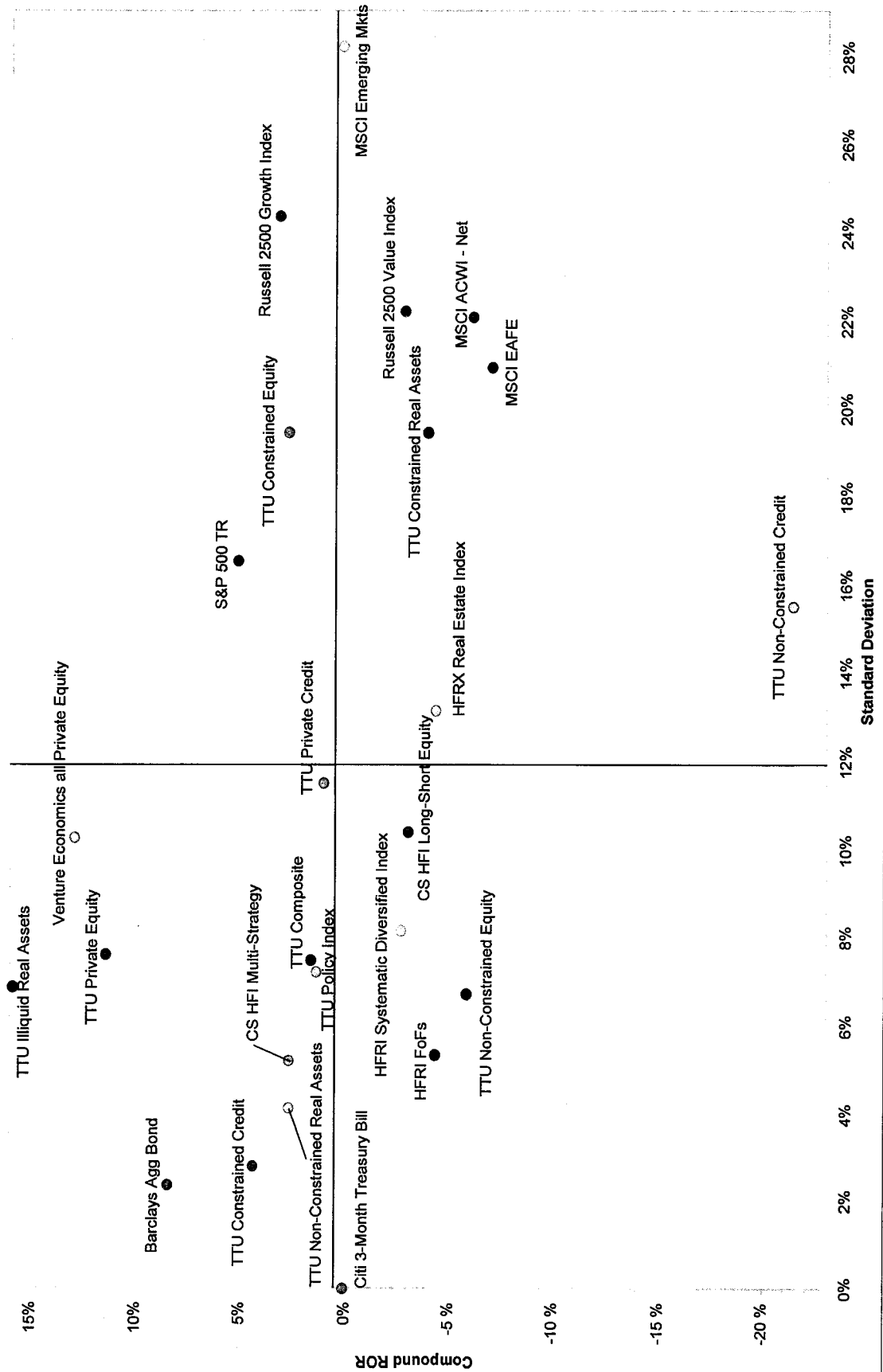
Risk Table (Since Inception)									
	Standard Deviation (A)	Sharpe Ratio (5 %) (A)	Max Drawdown	Sortino Ratio (10 %) (A)	Average Gain	Average Loss	Kurtosis	Skewness	Compound ROR (A)
TTU Composite	9.64%	0.35	(27.50%)	(0.23)	2.42%	(2.11%)	1.15	(0.75)	8.11%
TTU Policy Index	10.72%	0.07	(37.38%)	(0.51)	2.50%	(2.55%)	1.12	(0.77)	5.21%
TTU Constrained Credit	2.04%	(1.03)	(1.70%)	(2.46)	0.51%	(0.37%)	0.87	(0.32)	2.79%
TTU Constrained Equity	21.51%	(0.19)	(50.62%)	(0.63)	4.93%	(4.78%)	0.49	(0.56)	(1.42%)
TTU Constrained Real Assets	17.19%	0.46	(16.91%)	0.13	3.47%	(4.56%)	3.26	(1.38)	11.91%
TTU Illiquid Real Assets	7.48%	1.37	0.00%	2.29	1.26%	0.00%	0.39	1.41	15.89%
TTU Non-Constrained Credit	13.13%	(0.35)	(26.02%)	(0.86)	2.32%	(3.42%)	3.18	(1.34)	(0.63%)
TTU Non-Constrained Equity	5.98%	0.09	(16.54%)	(0.83)	1.26%	(1.52%)	2.98	(0.90)	5.37%
TTU Non-Constrained Real Assets	4.96%	0.55	(18.17%)	(0.48)	1.17%	(1.52%)	5.49	(1.74)	7.73%
TTU Private Credit	9.43%	0.21	(8.80%)	(0.45)	1.02%	(4.77%)	5.65	(0.88)	6.64%
TTU Private Equity	9.00%	0.62	(1.53%)	0.17	1.14%	(1.14%)	7.91	2.73	10.60%
Barclays Agg Bond	5.60%	0.58	(12.73%)	(0.40)	1.40%	(0.98%)	6.61	0.68	8.26%
Citi 3-Month Treasury Bill	0.99%	0.47	0.00%	(2.74)	0.45%	0.00%	0.11	0.52	5.48%
CS HFI Long-Short Equity	9.97%	0.47	(22.00%)	(0.07)	2.32%	(2.05%)	3.22	(0.01)	9.49%
CS HFI Multi-Strategy	5.42%	0.55	(24.72%)	(0.39)	1.25%	(1.52%)	5.86	(1.71)	8.03%
HFRI FoFs	6.60%	0.33	(22.17%)	(0.53)	1.58%	(1.30%)	3.44	(0.33)	7.06%
HFRI Real Estate Index	8.53%	(0.35)	(24.05%)	(1.03)	1.65%	(2.36%)	0.85	(0.82)	1.59%
MSCI ACWI - Net	19.32%	0.08	(57.63%)	(0.34)	4.14%	(4.57%)	1.57	(0.70)	4.53%
MSCI EAFE	17.29%	0.34	(56.40%)	(0.02)	3.98%	(3.80%)	1.05	(0.31)	9.74%
MSCI Emerging Mkts	24.17%	0.43	(61.44%)	0.15	5.40%	(5.47%)	1.62	(0.64)	12.93%
Russell 2500 Growth Index	24.22%	0.21	(61.12%)	(0.14)	5.28%	(5.79%)	1.27	(0.31)	7.35%
Russell 2500 Value Index	17.47%	0.26	(57.39%)	(0.12)	3.73%	(4.07%)	2.15	(0.77)	8.26%
S&P 500 TR	15.68%	0.38	(50.95%)	0.00	3.62%	(3.41%)	1.78	(0.43)	10.05%
HFRI Systematic Diversified Index	7.44%	0.84	(6.67%)	0.26	2.23%	(1.29%)	(0.29)	0.13	11.38%
Venture Economics all Private Equity	8.35%	0.92	(3.80%)	0.70	1.24%	(3.80%)	0.95	1.03	13.00%

Texas Tech University System

Risk/Return by Asset Class

02/29/2012

Risk/Return XY Scatterplot (1 - Year) (A)



Texas Tech University System

Manager Rankings

02/29/2012

					Ranking				
	Manager	Mandate	Date Hired	Positive	Neutral	Watch List	Rationale/Comments		
Constrained Equity - Domestic									
	First Eagle (Arnhold & Bleichroeder)	Large/Growth	Oct-08	✓					
	Stralem	Large/Growth	Oct-08	✓					
	Lone Pine Cascade	Global	Jun-11	✓					
	Times Square	SMID/Growth	Jul-09	✓					
	Westwood SMID	SMID/Value	Sep-09	✓					
Constrained Equity - International									
	EAFE								
	Axiom	EAFE+EM/Growth	Jul-08			✓	Performance Concerns		
	Silchester	EAFE+EM/Value	Jul-08	✓					
Emerging Markets									
	iShares MSCI EM (EEM)	Emerging Index	Aug-09		✓		Index		
	Westwood Global (WGI)	Emerging	Sep-09	✓					
	Mondrian	Emerging	Dec-09		✓				
Constrained Credit									
	PIMCO	Fixed/Core Plus	Oct-09		✓				
	Wellington EM	Emerging	Nov-09	✓					
Constrained Real Assets									
	Gresham	Commodities	Jul-10	✓					
	Wellington	Commodities	Jan-11	✓					
Non-Constrained Equity - Domestic									
	Wexford	Multi-Strategy	Dec-06	✓					
	Glenrock	Long/Short Equity	Jan-10		✓				
	Samlyn	Long/Short Equity	Jul-10	✓					
Non-Constrained Equity - International									
	Artha Emerging Markets	Long/Short Equity EM	Aug-10	✓					
	Discovery	Long/Short Equity International	Dec-10	✓					
Non-Constrained Credit									
	King Street Capital	Credit	Jun-03	✓					
	Taconic	Multi-Strategy	Jun-03			✓	Redemption submitted/Liquidating		
	GMO Absolute Return	Tactical Asset Allocation	Apr-04		✓				
	Davidson Kempner	Multi-Strategy	Dec-06		✓				
	Fir Tree	Credit	Jan-08	✓					
	COMAC	Multi-Strategy	Apr-11	✓			New		
Liquidating									
	Silver Point	Credit	Mar-08					Liquidating	
	Ariel	Long/Short Equity	Dec-02					Liquidating	
	Shepherd - Stark	Multi-Strategy	Mar-06					Liquidating	

Texas Tech University System

Manager Rankings

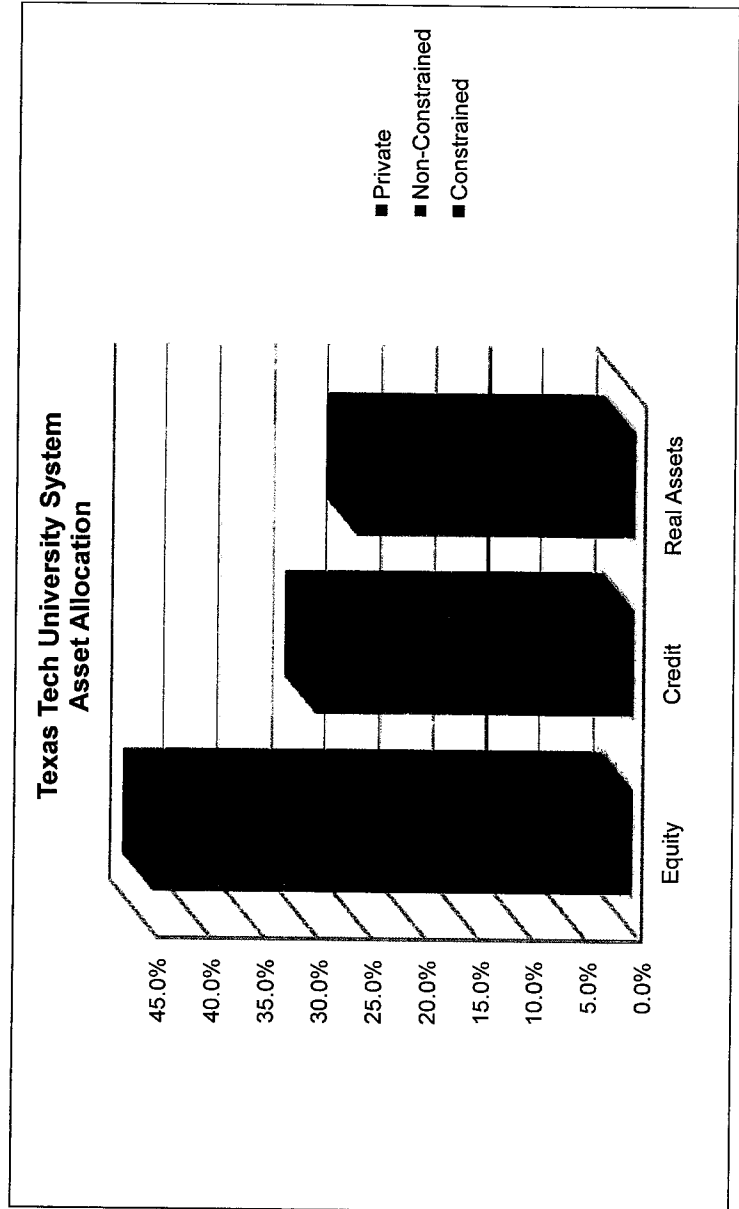
02/29/2012

			Ranking				
	Manager	Mandate	Date Hired	Positive	Neutral	Watch List	Rationale/Comments
Non-Constrained Real Assets							
	Bienheim	Global Macro	Oct-09	✓			
	Wesley	Commodities	Apr-10			✓	
	Graham	Commodities	Apr-11		✓		Redemption submitted/Liquidating
	Chilton	Natural Resources	Mar-10			✓	
Private Equity							
	Sterling Group	Middle Mkt LBO	May-03		✓		
	Stone Point Capital	Middle Mkt LBO - financials	Nov-04	✓			
	Reservoir Capital	Private Equity/Hedge Fund	Oct-05			✓	
	Irving Place	Middle Mkt LBO	Aug-06		✓		Redemption submitted/Liquidating
	Goldman Sachs Vintage Funds	Secondaries	Aug-07	✓			
	PEI	Secondaries	Mar-10	✓			
	Cartesian Pangaea Two	Global/Emerging Markets	Sep-11	✓			New
Private Credit							
	Oaktree Capital Management	Distressed	May-02		✓		Management firm preparing to go public
	Tennenbaum	Private Credit	Nov-09		✓		Spreads Narrowed - Commitment halved by manager
Private Real Assets							
	Encap Energy	Energy	May-02	✓			Historically top quartile performer in E&P space
	CDK Realty	Real Estate	Oct-04				Regional malls in slow economy
	E2M	Real Estate	Feb-06		✓		
	Alcion	Real Estate	Jun-06		✓		
	Savanna	Real Estate	Nov-07		✓		
	Natural Gas Partners	Energy	Mar-08	✓			
	Denham	Energy	Jun-08	✓			
	Siguler Guff	Distressed Real Estate	Aug-10	✓			
	ArcLight	Energy	Sep-11	✓			New

Texas Tech University System Policy Asset Allocation Matrix

02/29/2012

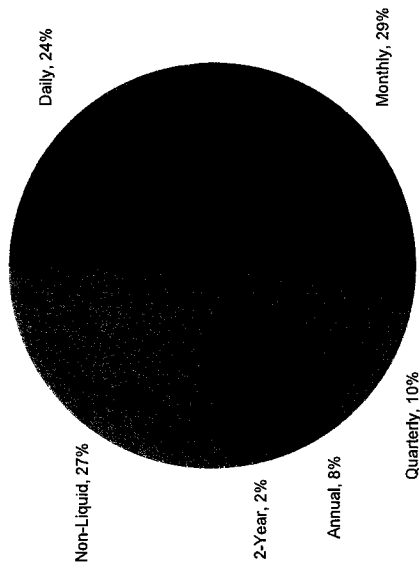
	Constrained			Non-Constrained			Private			TOTAL		
	Target	Actual	Allowable Range	Target	Actual	Allowable Range	Target	Actual	Allowable Range	Target	Actual	Allowable Range
Equity												
Domestic	32.0%	29.2%	20-40%	12.0%	10.6%	10-20%	10.0%	7.8%	5-15%	54.0%	47.5%	35-75%
International		15.9%	10-20%		6.2%	5-10%		7.8%	5-10%		29.9%	20-40%
		13.3%	10-20%		4.4%	5-10%		0.0%	0-5%		17.6%	15-35%
Credit												
	6.0%	11.5%	5-15%	10.0%	12.6%	5-15%	8.0%	6.2%	5-10%	24.0%	30.2%	5-40%
Real Assets												
	5.0%	4.0%	5-10%	5.0%	6.4%	5-15%	12.0%	11.9%	5-10%	22.0%	22.2%	10-35%
TOTAL	43.0%	44.6%	35-65%	27.0%	29.6%	20-50%	30.0%	25.9%	15-35%	100.0%	100.0%	100.0%



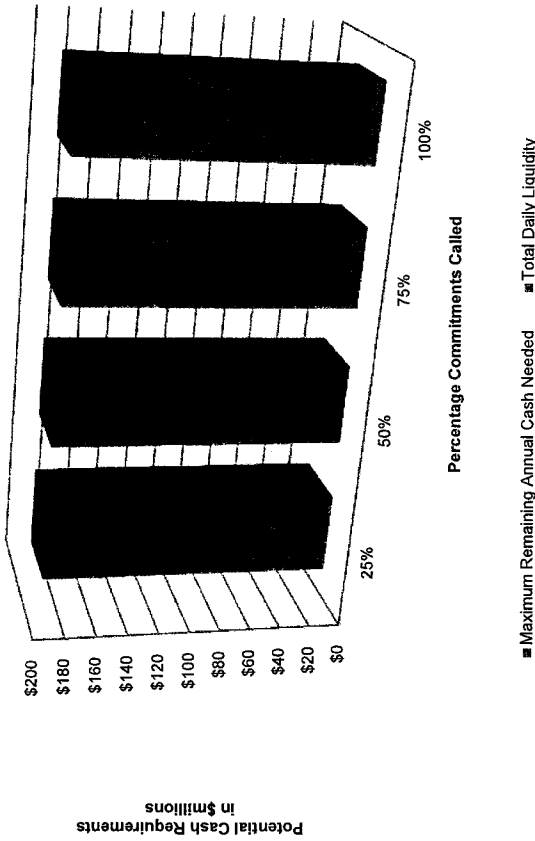
Texas Tech University System Investment Liquidity Summary

02/29/2012

Endowment Liquidity



UnFunded Commitments - Sensitivity Analysis



Endowment	Liquidity
Daily	23.6%
Monthly	29.2%
Quarterly	9.6%
Annual	8.0%
2-Year	2.3%
Non-Liquid	27.3%
Total Endowment	100%

\$188,617,684
\$232,717,141
\$76,629,211
\$63,463,783
\$18,620,496
\$217,491,565
\$797,539,880

	Commitment	Capital Called	Distributions	Account Balance	Remaining Commitment
Real Assets	\$195,877,000	\$149,530,479	\$108,277,099	\$78,952,685	\$53,563,450
Private Equity	\$231,000,000	\$161,395,713	\$84,591,121	\$131,654,350	\$74,603,215
Total Illiquid Assets	\$426,877,000	\$310,926,192	\$192,868,220	\$210,607,035	\$128,166,665
Annual Spending					\$39,800,000

UnFunded Commitments - Sensitivity Analysis

Maximum Remaining Annual Cash Needed	25% Called	50% Called	75% Called	100% Called
Percentage of Daily Liquidity	\$71,841,666	\$103,883,333	\$135,924,999	\$167,966,665
	38%	55%	72%	89%

Texas Tech University System Investment Liquidity Detail

02/29/2012

	Next Liquidity		Subsequent Liquidity Date	Redemption Frequency	Notice Period	Notes
	Balance	% of LTIF				
Equity/Fixed Income						
Domestic Equity	\$ 126,438,058	15.9%				
First Eagle (ASB)	\$ 28,612,388	3.6%	Daily			
Lone Pine Cascade	\$ 19,805,861	2.5%	Sep-12			
Stralem	\$ 28,485,616	3.6%	Daily	Quarterly	30 days	1 Yr Lock (9/2012)
Times Square	\$ 18,295,492	2.3%	Daily			
Westwood SMID	\$ 13,107,388	1.6%	Daily			
SPDR S&P 500	\$ 18,151,313	2.3%	Daily			
International Equity	\$ 105,383,570	13.2%				
Axiom	\$ 19,272,683	2.4%	Monthly			
IShares MSCI Emerging	\$ 12,941,612	1.6%	Daily			
Silchester	\$ 33,219,330	4.2%	Monthly			
Mondrian	\$ 18,132,091	2.3%	Monthly			
Westwood Emerging	\$ 21,817,854	2.7%	Monthly			
Fixed Income Fund	\$ 91,046,129	11.4%				
Cash	\$ 47,789,042	6.0%	Daily			
Pimco TR	\$ 21,254,833	2.7%	Daily			
Wellington EMD	\$ 22,002,254	2.8%	Monthly			
Opportunistic Funds	\$ 17,385,421	2.2%				
GMO GAAR	\$ 16,802,628	2.1%	Monthly			
Tennenbaum Capital	\$ 582,793.0	0.1%	Non-Liquid			
Total Equity/Fixed Income	340,253,178	42.7%				
Hedge Funds	\$ 180,039,449	22.6%				
Blenheim	\$ 12,229,435	1.5%	Jun-12	04/26/2012	Monthly	65 days
Davidson Kempner	\$ 16,683,246	2.1%	Jun-12	04/26/2012	Quarterly	65 days
Fir Tree	\$ 18,620,496	2.3%	Feb-14	11/30/2013	Rolling two years	90 days
King Street	\$ 11,965,232	1.5%	Jul-12	05/02/2012	Monthly	90 days
Silver Point	\$ 976,703	0.1%	Liquidating		Annual	90 days
Taconic	\$ 9,840,443	1.2%	Liquidating			
Wexford	\$ 16,738,154	2.1%	May-12	04/30/2012	Monthly	30 days
COMAC	\$ 16,060,983	2.0%	Jun-12	05/01/2012	Monthly	60 days
Glenrock Global	\$ 16,724,513	2.1%	Sep-12	07/02/2012	Quarterly	90 days
Samlyn	\$ 16,050,812	2.0%	Jun-12	05/16/2012	Quarterly	45 days
OZ Asia	\$ 561,147	0.1%	Liquidating		Bi-Ann (1yr lock/7% fee in yr2)	45 days
Artha	\$ 15,353,613	1.9%	Jun-12	05/01/2012	Annual	60 days
Discovery Global	\$ 18,688,928	2.3%	Jun-12	05/01/2012	Quarterly	60 days
Ariel	\$ 8,427,639	1.1%	Non-Liquid		Semi-annual	60 days
Shepherd	\$ 1,118,105	0.1%	Non-Liquid			
Real Assets	\$ 152,675,747					
Real Assets - Illiquid	\$ 82,791,522	10.4%	Non-Liquid			
Chilton	\$ 12,227,949	1.5%	Jun-12	05/01/2012	Quarterly	60 days
Wesley	\$ 13,179,779	1.7%	Sep-12	07/02/2012	Quarterly	90 days
Gresham	\$ 15,647,917	2.0%	Apr-12	04/25/2012	Monthly	5 days
Wellington Commodities	\$ 15,843,867	2.0%			Weekly	
Graham (Commodities)	\$ 12,984,713	1.6%			Monthly	3 days
Private Equity	\$ 124,571,506	15.6%	Non-Liquid			
Total Non-Liquid Assets	\$ 277,247,253	34.8%				
Grand Total	\$ 797,539,880					

Texas Tech University System

Private Equity - Asset Allocation Overview

Ending 4Q 2011

Fund Name	Strategy	Vintage Year	Commitment	Total Capital Called	Total Distributions	Unrealized Value	Total Value	Multiple of Invested Capital (Net)	*IRR (Net)
Total Oaktree Investments									
OCM Opportunities IVb	Distressed	2002	\$ 62,000,000	\$ 60,370,439	\$ (38,512,820)	\$ 47,208,037	\$ 85,720,857	1.42	13.0%
OCM Principal Opportunities III	Distressed	2004	\$ 5,000,000	\$ 6,000,000	\$ (9,780,373)	\$ 711	\$ 9,781,084	1.63	45.4%
OCM Prin Opportunities Europe	Distressed	2006	\$ 10,000,000	\$ 10,289,960	\$ (8,918,991)	\$ 6,911,720	\$ 15,830,711	1.54	11.1%
OCM Principal Opportunities IV	Distressed	2006	\$ 5,000,000	\$ 5,400,000	\$ (1,622,588)	\$ 6,472,761	\$ 8,095,349	1.50	10.1%
OCM Opportunities VII	Distressed	2007	\$ 12,000,000	\$ 12,600,000	\$ (2,793,409)	\$ 11,735,979	\$ 14,529,388	1.15	3.4%
OCM Opportunities VIb	Distressed	2007	\$ 5,000,000	\$ 5,005,479	\$ (2,776,006)	\$ 3,535,493	\$ 6,311,499	1.26	6.2%
OCM Principal V	Distressed	2009	\$ 20,000,000	\$ 18,000,000	\$ (12,327,891)	\$ 15,527,115	\$ 27,855,006	1.55	16.7%
Tennenbaum DIP Opportunity	Distressed	2009	\$ 5,000,000	\$ 3,075,000	\$ (293,562)	\$ 3,024,258	\$ 3,317,820	1.08	7.7%
Marathon ECO Fund	Distressed	2009	\$ 7,500,000	\$ 4,924,594	\$ (4,677,877)	\$ 582,793	\$ 5,260,670	1.07	12.0%
Sterling Group Partners Fund I	Buyout	2012	\$ 15,000,000	\$ -	\$ -	\$ -	\$ -	-	-
Sterling Group Partners Fund II	Buyout	2003	\$ 6,000,000	\$ 4,395,116	\$ (9,336,205)	\$ 1,547,406	\$ 10,883,611	2.48	45.5%
Trident III	Buyout	2005	\$ 6,000,000	\$ 6,184,138	\$ (3,278,417)	\$ 4,558,363	\$ 7,836,780	1.27	10.1%
Trident IV	Buyout	2004	\$ 15,000,000	\$ 17,519,352	\$ (15,297,987)	\$ 12,674,568	\$ 27,972,555	1.60	14.0%
Trident V	Buyout	2007	\$ 15,000,000	\$ 13,196,735	\$ (4,183,128)	\$ 14,700,388	\$ 18,883,516	1.43	14.3%
Irving Place Capital MBP III	Buyout	2010	\$ 7,500,000	\$ 2,322,481	\$ (387,579)	\$ 1,820,443	\$ 2,208,022	0.95	-6.8%
Goldman Sachs Vintage Fund IV	Buyout	2006	\$ 12,000,000	\$ 9,253,284	\$ (390,705)	\$ 8,649,670	\$ 9,040,376	0.98	-0.9%
Goldman Sachs Vintage Fund V	Secondary	2007	\$ 10,000,000	\$ 9,145,893	\$ (3,303,078)	\$ 7,496,728	\$ 10,799,806	1.18	5.3%
Private Equity Investment Fund V	Secondary	2008	\$ 10,000,000	\$ 4,926,967	\$ (356,439)	\$ 6,289,966	\$ 6,646,405	1.35	18.5%
Reservoir Capital Partners II	Secondary	2010	\$ 7,500,000	\$ 4,156,715	\$ (737,446)	\$ 3,869,689	\$ 4,607,135	1.11	20.5%
Cartesian Pangea Two	Other	2005	\$ 25,000,000	\$ 25,000,000	\$ (4,128,440)	\$ 22,256,298	\$ 26,384,738	1.06	1.8%
Sterling Capital IV	Buyout	2011	\$ 17,500,000	\$ -	\$ -	\$ -	\$ -	-	-
Total Private Equity	Buyout	2012	\$ 231,000,000	\$ 161,395,713	\$ (84,590,121)	\$ 131,654,350	\$ 216,244,471	1.34	11.7%

*Net IRR are calculated from September 30, 2011 ending balances and cash flows.

Texas Tech University System
Real Assets - Asset Allocation Overview
Ending 4Q 2011

Fund Name	Strategy	Vintage Year	Commitment	Total Capital Called	Total Distributions	Unrealized Value	Total Value	Multiple of Invested Capital (Net)	*IRR (Net)
Total EnCap Investments			\$ 100,000,000	\$ 87,483,655	\$ (91,883,550)	\$ 37,979,292	\$ 129,862,842	1.48	31.7%
EnCap Energy Capital IV-B	Energy	2002	\$ 15,000,000	\$ 16,901,126	\$ (29,986,757)	\$ 78,701	\$ 30,065,457	1.78	56.6%
EnCap Energy Capital V-B	Energy	2004	\$ 20,000,000	\$ 24,478,844	\$ (33,665,050)	\$ 2,988,613	\$ 36,653,663	1.50	19.5%
EnCap Energy Capital VI-B	Energy	2006	\$ 20,000,000	\$ 20,454,658	\$ (20,929,562)	\$ 9,689,171	\$ 30,618,732	1.50	19.8%
EnCap Energy Capital VII-B	Energy	2007	\$ 15,000,000	\$ 12,147,649	\$ (6,654,319)	\$ 9,172,628	\$ 15,826,947	1.30	17.9%
EnCap Infrastructure Fund I	Energy	2009	\$ 15,000,000	\$ 11,663,729	\$ (647,863)	\$ 14,168,960	\$ 14,816,822	1.27	38.1%
EnCap Energy Capital VIII-B	Energy	2010	\$ 15,000,000	\$ 1,837,648	\$ -	\$ 1,881,219	\$ 1,881,219	1.02	7.9%
Natural Gas Partners IX	Energy	2007	\$ 12,000,000	\$ 9,913,523	\$ (1,284,975)	\$ 11,419,705	\$ 12,704,680	1.28	17.3%
CDK Realty	Real Estate	2004	\$ 11,377,000	\$ 11,585,500	\$ (9,448,300)	\$ 4,823,429	\$ 14,271,729	1.23	4.3%
E2M	Real Estate	2005	\$ 10,000,000	\$ 9,800,498	\$ (1,093,364)	\$ 7,398,909	\$ 8,492,273	0.87	-4.2%
Alcion	Real Estate	2006	\$ 10,000,000	\$ 9,745,230	\$ -	\$ 5,661,906	\$ 5,661,906	0.58	-23.8%
Savanna	Real Estate	2007	\$ 10,000,000	\$ 10,173,800	\$ (1,753,216)	\$ 7,762,679	\$ 9,515,896	0.94	-2.9%
Denham Commodity Partners V	Commodities	2008	\$ 10,000,000	\$ 6,055,602	\$ (2,813,694)	\$ 4,155,959	\$ 6,969,653	1.15	8.1%
Arcflight Energy V	Energy	2011	\$ 15,000,000	\$ 1,272,671	\$ -	\$ 1,272,671	\$ 1,272,671	1.00	-
Iron Point Real Estate II	Real Estate	2011	\$ 7,500,000	\$ -	\$ -	\$ -	\$ -	-	-
Siguler Guff	Real Estate	2010	\$ 10,000,000	\$ 3,500,000	\$ -	\$ 3,371,564	\$ 3,371,564	0.96	-4.9%
Total Real Assets			\$ 195,877,000	\$ 149,530,479	\$(108,277,099)	\$ 83,846,115	\$ 192,123,214	1.28	11.9%

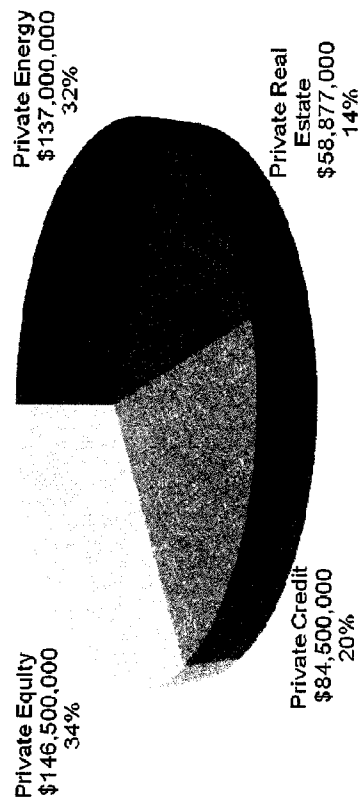
*Net IRR are calculated from September 30, 2011 ending balances and cash flows.

Texas Tech University System

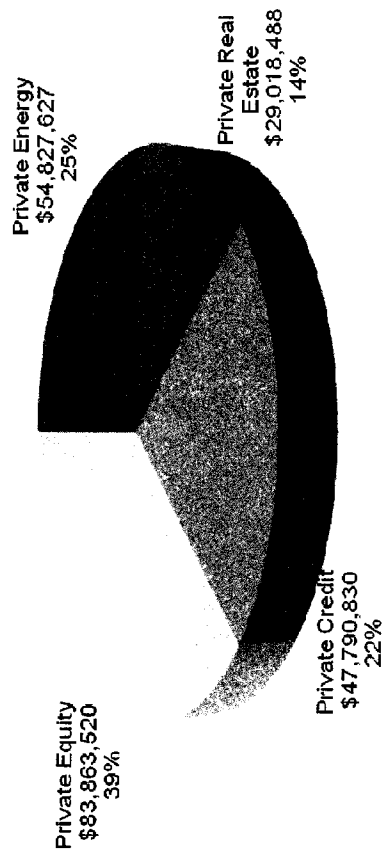
Private Market Managers - Strategy Exposure

Ending 4Q 2011

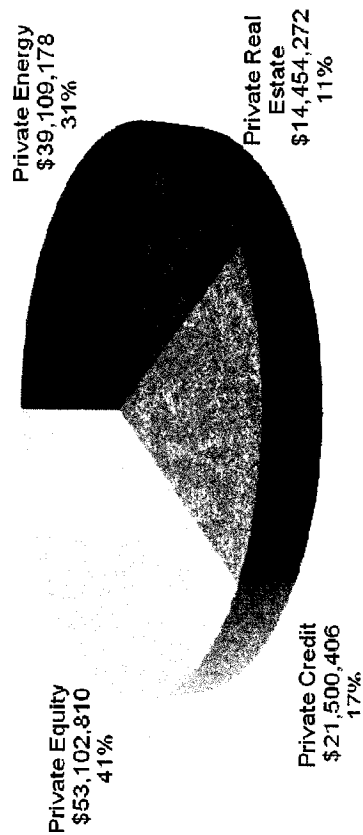
Committed Capital



Market Value



Uncalled Capital Commitment



Texas Tech University System Manager Leverage

02/29/2012

	Market Value	Portfolio Weight	Long Exposure	Short Exposure	Net Exposure	Gross Exposure	Historical Leverage
Constrained Assets							
Constrained Equity - Domestic	126,438,058	15.85%	1.00	0.00	1.00	1.00	01/31/2012 1.17
Constrained Equity - International	105,383,569	13.21%	1.00	0.00	1.00	1.00	12/31/2011 1.18
Constrained Credit	91,046,129	11.42%	1.00	0.00	1.00	1.00	11/30/2011 1.17
Constrained Real Assets							
Gresham	\$ 15,647,917	1.96%	1.00	0.00	1.00	1.00	10/31/2011 1.16
Wellington Commodities Fund	\$ 15,843,867	1.99%	1.00	0.00	1.00	1.00	09/30/2011 1.16
Total Constrained Assets	354,359,540	44.43%	1.00	0.00	1.00	1.00	08/31/2011 1.21
							07/31/2011 1.23
Non-Constrained Assets							
Non-Constrained Equity - Domestic							
Wexford	\$ 16,738,154	2.10%	0.80	0.36	0.44	1.16	
Glenrock	\$ 16,724,513	2.10%	0.80	0.67	0.13	1.47	
Samlyn	\$ 16,050,812	2.01%	1.15	0.87	0.28	2.01	
Non-Constrained Equity - International							
Oz Asia	\$ 561,147	0.07%	1.00	0.00	1.00	1.00	
Artha	\$ 15,353,613	1.93%	0.65	0.26	0.39	0.91	
Discovery Global Opp Fund	\$ 18,688,928	2.34%	1.22	0.73	0.48	1.95	
Total Non-Constrained Equity	84,117,167	10.55%	0.94	0.58	0.36	1.52	
Non-Constrained Credit							
GMO Global Absolute Return	\$ 16,802,628	2.11%	1.00	0.00	1.00	1.00	
COMAC	\$ 16,060,983	2.01%	0.63	1.46	(0.83)	2.09	
Davidson Kempner	\$ 16,683,246	2.09%	0.86	0.24	0.62	1.09	
Fir Tree	\$ 18,620,496	2.33%	1.06	0.81	0.26	1.87	
Silver Point	\$ 976,703	0.12%	0.97	0.60	0.38	1.57	
King Street Capital	\$ 11,965,232	1.50%	0.53	0.37	0.16	0.90	
Taconic	\$ 9,840,443	1.23%	1.38	0.34	1.04	1.72	
Ariel	\$ 8,427,639	1.06%	1.00	0.00	1.00	1.00	
Shepherd - Stark	\$ 1,118,105	0.14%	1.00	0.00	1.00	1.00	
Total Non-Constrained Credit	100,495,475	12.59%	0.91	0.50	0.41	1.41	

Texas Tech University System

Manager Leverage

02/29/2012

	Market Value	Portfolio Weight	Long Exposure	Short Exposure	Net Exposure	Gross Exposure
Non-Constrained Real Assets						
Blenheim	\$ 12,229,435	1.53%	1.45	1.45	(0.01)	2.90
Chilton	\$ 12,227,949	1.53%	1.08	0.30	0.78	1.38
Graham	\$ 12,984,713	1.63%	1.08	0.30	0.78	1.38
Wesley	\$ 13,179,779	1.65%	1.71	0.43	1.28	2.14
Total Non-Constrained Real Assets	50,621,876	6.34%	1.33	0.61	0.72	1.94
Total Non-Constrained Assets						
	\$ 235,234,518	29.48%	1.02	0.57	0.45	1.59
Private Equity						
Private Credit	79,038,550	9.91%	1.00	0.00	1.00	1.00
Private Real Assets	46,115,749	5.78%	1.00	0.00	1.00	1.00
Total Private Markets	82,791,522	10.38%	1.00	0.00	1.00	1.00
Total LTIF	797,539,879	100%	1.00	0.16	0.82	1.14

Note: Leverage is calculated at the fund level.

Private Equity & Real Assets include Statement balance of 12/31/2010 and call & dist thru 3/31/2011

Texas Tech University System

Glossary of Terms

Allocation Index: Calculated by taking the actual asset class weights, at month end, times the return of the respective passive benchmark. Measures the effectiveness of deviating from target weights.

Downside Deviation - Similar to the loss standard deviation except the downside deviation considers only returns that fall below a defined Minimum Acceptable Return (MAR) rather than the arithmetic mean. For example, if the MAR is assumed to be 0%, the downside deviation would measure the variation of each period that falls below 0%.

Information Ratio - The Information Ratio is the Active Premium divided by the Tracking Error. This measure explicitly relates the degree by which an Investment has beaten the Benchmark to the consistency by which the Investment has beaten the Benchmark.

Kurtosis characterizes the relative peakedness or flatness of a distribution compared with the normal distribution. Positive kurtosis indicates a relative peaked distribution. Negative kurtosis indicates a relatively flat distribution.

Maximum Drawdown is simply the largest percentage drawdown that has occurred in any investment data record.

Policy Index: Calculated by taking the target asset class weights times the return of the respective passive benchmark (calculated monthly).

Standard Deviation - Standard Deviation measures the dispersal or uncertainty in a random variable (in this case, investment returns). It measures the degree of variation of returns around the mean (average) return. The higher the volatility of the investment returns, the higher the standard deviation will be. For this reason, standard deviation is often used as a measure of investment risk.

Sortino Ratio - Return (numerator) is defined as the incremental compound average period return over a Minimum Acceptable Return (MAR). Risk (denominator) is defined as the Downside Deviation below a Minimum Acceptable Return (MAR). We have calculated the Sortino using a MAR defined as 10%.

Sharpe Ratio - A return/risk measure developed by William Sharpe. Return (numerator) is defined as the incremental average return of an investment over the risk free rate. Risk (denominator) is defined as the standard deviation of the investment returns. In PerTrac, the user enters the value for the risk free rate.

Skewness - Skewness characterizes the degree of asymmetry of a distribution around its mean. Positive skewness indicates a distribution with an asymmetric tail extending toward more positive values. Negative skewness indicates a distribution with an asymmetric tail extending toward more negative values.

Appendix I

Texas Tech University System
Investment Performance "Flash" Report
Periods Ending 2/29/2012



Annualized Returns

Target Weight	Weight In Fund	Composite (Gross)	Composite (Net)	Policy Index*	Last Month	Year to-Date	Fiscal YTD*	Last Year	Three Years	Five Years	Seven Years	Ten Years	Since Inception	Inception Date	Ending Market Value	Cumulative Cont./Dist.*	Adjusted Market Value
100.0%	100.0%				1.8%	4.3%	2.2%	1.7%	10.8%	2.5%	5.7%	7.2%	8.1%	Aug-96	\$795,516,839		\$795,085,137
					1.8%	4.3%	2.1%	1.5%	10.8%	2.3%	5.5%	7.0%	8.0%				
					2.0%	4.6%	2.8%	4.0%	16.9%	2.4%	5.5%	7.1%					
28.0%	28.1%	Total Constrained Equity			4.6%	10.9%	9.7%	2.8%	n/a	n/a	n/a	n/a	6.6%	Jan-10	\$231,821,627		
		MSCI ACWI			5.0%	11.1%	7.9%	-1.5%	23.7%	0.1%	4.2%	5.7%					
	3.6%	Stratelm & Company			2.2%	6.4%	13.3%	10.8%	23.5%	n/a	n/a	n/a	13.7%	Oct-08	\$28,465,516		
	3.6%	First Eagle			3.8%	7.5%	15.8%	-1.2%	24.6%	n/a	n/a	n/a	12.3%	Oct-08	\$28,612,388		
	2.5%	Lone Cascade			9.7%	18.9%	16.9%	n/a	n/a	n/a	n/a	n/a	10.0%	Jun-11	\$19,805,861		
	2.3%	SPDR S&P 500			4.3%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	4.3%	Jan-12	\$18,151,313		
		S&P 500			4.3%	9.0%	13.3%	5.1%	25.6%	1.6%	4.0%	4.2%					
	2.3%	Times Square Smid Growth			5.3%	11.7%	19.1%	7.9%	n/a	n/a	n/a	n/a	22.2%	Jul-09	\$18,295,492		
		Russell 2500 Growth			4.6%	12.7%	14.0%	3.9%	33.1%	4.7%	7.0%	7.6%		Sep-09	\$13,107,388		
	1.6%	Westwood Smid Value			2.9%	9.8%	12.0%	1.6%	n/a	n/a	n/a	n/a	17.0%				
		Russell 2500 Value			2.9%	8.7%	12.1%	-0.8%	29.6%	0.7%	4.7%	7.8%		Jul-08	\$19,272,683		
	2.4%	Axiom Int'l Equity Fund II			5.5%	11.3%	-1.3%	-11.6%	14.2%	n/a	n/a	n/a	-5.3%				
		MSCI AC World ex USA (net)			5.6%	12.8%	4.0%	-6.1%	22.8%	-0.7%	4.9%	8.0%		Jul-08	\$33,219,330		
	4.2%	Silchester Int'l Value Equity			2.9%	7.2%	2.3%	-1.2%	21.6%	n/a	n/a	n/a	5.9%	Jul-08	\$21,817,854		
		MSCI EAFE			5.7%	11.4%	4.1%	-7.5%	19.7%	-2.9%	2.9%	6.3%		Sep-09	\$12,941,612		
	2.7%	Westwood Emerging			4.5%	13.5%	6.8%	4.0%	n/a	n/a	n/a	n/a	11.7%	Nov-09	\$18,132,091		
	1.6%	iShares MSCI Emerging			6.0%	17.6%	5.4%	-0.7%	n/a	n/a	n/a	n/a	6.3%	Dec-09			
	2.3%	Mondrian Emerging			6.3%	17.9%	12.1%	9.2%	n/a	n/a	n/a	n/a	9.7%				
		MSCI Emerging Mkts			6.0%	18.0%	5.3%	-0.1%	32.3%	6.2%	11.6%	15.2%					
12.0%	10.6%	Total Non-Constrained Equity			1.3%	3.5%	-1.0%	-5.4%	n/a	n/a	n/a	n/a	0.1%	Jan-10	\$84,142,313		
		CSFB Long Short Equity			2.6%	6.7%	3.1%	-3.1%	9.4%	2.9%	5.6%	6.8%					
	2.1%	Glennrock Global Partners			-0.6%	2.1%	-2.5%	-7.1%	n/a	n/a	n/a	n/a	-0.7%	Dec-09	\$16,724,513		
	2.1%	Wexford Offshore			0.4%	3.7%	1.2%	-2.3%	13.5%	5.8%	n/a	n/a	5.7%	Dec-06	\$16,749,364		
	2.0%	Samllyn Capital			1.3%	5.9%	3.1%	-2.6%	n/a	n/a	n/a	n/a	4.3%	Jun-10	\$16,050,812		
	1.9%	Artha Emerging Markets Fund			1.7%	2.9%	-4.3%	-3.3%	n/a	n/a	n/a	n/a	-2.4%	Aug-10	\$15,353,613		
	2.4%	Discovery Global Opportunity			3.5%	3.9%	5.8%	11.3%	n/a	n/a	n/a	n/a	5.9%	Dec-10	\$18,689,544		
	0.1%	OZ Asia Overseas Fund (Holdback)			n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Jan-08	\$564,467		
10.0%	10.0%	Total Private Equity ¹			n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Jan-10	\$79,323,032	-\$284,482	\$79,038,550
		Venture Economics All Private Equity			n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a					

NEPC, LLC



Texas Tech University System
Investment Performance "Flash" Report
Periods Ending 2/29/2012



Annualized Returns

Target Weight	Weight in Fund	Last Month	Year to-Date	Fiscal YTD ¹	Last Year	Three Years	Five Years	Seven Years	Ten Years	Since Inception	Inception Date	Ending Market Value	Cumulative Cont./Dstr. ²	Adjusted Market Value
10.0%	11.4%	0.7%	1.9%	1.8%	4.2%	3.9%	3.5%	3.7%	3.8%	3.9%	Jan-10	\$91,046,129		
		0.0%	0.9%	2.7%	8.4%	7.5%	6.4%	5.7%	5.7%	1.8%	Mar-02	\$47,789,042		
		0.0%	0.0%	0.0%	0.1%	0.2%	1.5%	2.2%	n/a	7.0%	Oct-09	\$21,254,833		
		0.0%	0.0%	0.0%	0.1%	0.1%	1.3%	2.1%	1.9%	11.1%	Nov-09	\$22,002,254		
		0.3%	2.8%	3.3%	6.3%	n/a	n/a	n/a	5.7%					
		0.0%	0.9%	2.7%	8.4%	7.5%	6.4%	5.7%	5.7%					
		2.9%	5.7%	4.7%	11.8%	n/a	n/a	n/a	10.9%					
		3.0%	4.8%	5.5%	13.9%	17.9%	8.8%	9.2%						
10.0%	12.3%	0.8%	2.0%	3.6%	2.9%	n/a	n/a	n/a	n/a	6.9%	Jan-10	\$97,998,640		
		1.7%	4.2%	3.1%	2.7%	11.0%	3.4%	5.8%	7.0%					
		2.4%	4.1%	5.5%	8.0%	11.0%	6.0%	7.5%	n/a	8.3%	Mar-04	\$16,801,633		
		1.2%	3.2%	1.6%	-0.6%	8.3%	8.7%	10.0%	n/a	11.0%	May-03	\$11,976,682		
		1.0%	2.0%	2.3%	0.4%	10.3%	4.8%	n/a	n/a	5.2%	Dec-06	\$16,688,630		
		2.7%	6.8%	11.9%	6.2%	17.2%	n/a	n/a	n/a	5.4%	Jan-08	\$18,617,924		
		0.7%	2.9%	2.2%	-1.7%	5.9%	2.7%	5.1%	n/a	6.5%	May-03	\$7,328,541		
		-2.9%	-5.1%	-1.3%	n/a	n/a	n/a	n/a	n/a	0.4%	Apr-11	\$16,060,983		
		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Mar-08	\$976,703		
		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Feb-06	\$1,118,105		
		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1.5%	Dec-02	\$8,427,639		
10.0%	6.0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Jan-10	\$47,963,685	(\$1,847,936)	\$46,115,749
		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a					
5.0%	4.0%	2.5%	7.4%	-5.3%	-3.9%	n/a	n/a	n/a	n/a	11.9%	Jul-10	\$31,481,784		
		2.7%	5.2%	-10.0%	-10.9%	11.9%	-1.8%	1.2%	7.0%					
		2.7%	6.2%	-6.9%	-6.7%	n/a	n/a	n/a	n/a	11.5%	Jul-10	\$16,647,917		
		2.2%	8.7%	-3.7%	-1.3%	n/a	n/a	n/a	n/a	6.3%	Dec-10	\$16,843,867		
5.0%	6.4%	1.4%	6.0%	-11.2%	-21.5%	n/a	n/a	n/a	n/a	-3.3%	Jan-10	\$50,610,622		
		2.7%	5.2%	-10.0%	-10.9%	11.9%	-1.8%	1.2%	7.0%					
		1.5%	3.3%	-0.1%	-3.6%	4.6%	-0.5%	2.2%	3.6%					
		3.0%	7.4%	-13.7%	-20.8%	n/a	n/a	n/a	n/a	2.6%	Oct-09	\$12,229,435		
		0.1%	5.5%	-16.7%	-23.8%	n/a	n/a	n/a	n/a	-4.0%	Mar-10	\$12,227,949		
		-0.4%	3.9%	-6.3%	-22.6%	n/a	n/a	n/a	n/a	-8.0%	Apr-10	\$13,179,779		
		3.2%	3.5%	-8.7%	n/a	n/a	n/a	n/a	n/a	-18.9%	Apr-11	\$12,973,460		
12.0%	10.2%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Aug-06	\$81,120,806	\$1,670,716	\$82,791,522
		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a					

Notes: 1. Performance is net of fee unless otherwise indicated.
2. Estimated valuation pending the orderly liquidation of the fund.
3. Valuations for Private Equity, Credit and Real Assets reported as of Sept 30th, 2011.
*Calculated using the HFRI for the Non-Constrained Real Assets component
*Reflects cashflows to private investments since last valuation period. Currently shows net cashflows since Sept 30th, 2011



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Chancellor's Report
Texas Tech University System
Board of Regents Meeting
May 18, 2012

Chancellor Hance presented his report to the Board: "In our fundraising efforts for fiscal year 2012, we hit the \$88 million mark at the end of April. That puts us at \$884 million and quickly advancing our capital campaign toward its one billion dollar goal. We anticipate we should reach that goal by this time next year."

"During Texas Tech University's commencement ceremonies, our speaker will be Mark Lanier tonight, and tomorrow, Jerry Rawls will our guest speaker. Robert Black, a lawyer from Beaumont, is president of the Texas State Bar and will be speaking at the Texas Tech University Law School graduation ceremony. Brigadier General Richard Tubb will be speaking at the Texas Tech University Health Sciences Center ceremony. He is a former White House physician for Former President Bush. Angelo State University awarded its first doctoral degrees in physical therapy last week during its graduation ceremony. Kevin Carroll, a former Nike executive and Angelo State alumnus, spoke at Angelo State for its commencement ceremonies. He is a great, inspirational speaker."

"I wanted to mention briefly important announcements regarding federal relations. We have received \$5 million for the Larry Combest Community Health and Wellness Center. This is an extremely significant award. Our federal relations team was able to re-submit a grant request for the West Texas Area Health Education Center. The loss of the grant could have resulted in a potential loss of approximately \$12.5 million over five years, and we are appreciative of the federal relations team's hard work on that issue. Also, an amendment in the defense authorization bill, introduced by Congressman Conaway, should ensure the Center for Security Studies at Angelo State University will continue to grow and expand during the next three to four years with tremendous support from the U.S. military and the Pentagon."

Chancellor Hance concluded his report.

President's Report
Texas Tech University
Board of Regents Meeting
May 18, 2012

Dr. Bailey presented his report to the Board: "I have two things that I would like to mention and then I will ask Taylor Eighmy to give a brief overview of our progress in wind energy. First, we have a very interesting initiative in our Museum this summer. We have a collaborative set of exhibitions called "Celebrating our Heroes." The Museum will have a series of exhibits devoted to those who preserved our freedom. We think it is a remarkable exhibit.

"Secondly, I would like to thank all of you for your embrace of our business plan for the next 10 years. It is very gratifying and very helpful. We made a presentation along with the System to the Chamber of Commerce. That was well received. As I mentioned last time, the most important facet of this is to have long-term commitment in people who will help steward this and hold us all accountable for a long period of time. I have talked with Chairman Turner and to Chancellor Hance about a centennial commission of people who would help guide and steward and hold us all accountable from now until 2025, which will be the centennial of our institution. I think that is important. The advantage that private institutions have—their board's last forever. Boards, presidents and chancellors, all have relatively short life spans in terms of the history of the institution. This commission will be crucial. One of the things that will help us move that business plan forward is the kind of success we have had with things like wind energy. Many of you were very helpful in getting the ETF funding that put this on the road. Taylor, please give us your report on wind energy."

Dr. Eighmy made his presentation to the Board. "I want start by thanking you all for your support yesterday. I am grateful for that. This effort is like a Cecil B. DeMille movie. It involves a cast of thousands who have all been very helpful. Our NIRE Board, our NWRC Board, our colleagues at Lubbock Reese Redevelopment Authority and many of our faculty—many deans and a whole host of folks from our System Office. There are some folks that I'd really like to recognize today. Those include Sheila Kidwell from the Office of General Counsel, Anna Young from my office and John Huffaker who is well on his way to enrolling in our Ph.D. program in wind engineering. These three have had a profoundly important role in all of this moving ahead. It has been a 24/7 operation for the last year. I am grateful for their help and Dr. Bailey is grateful for their help as well. Thank you all very much for that. I look forward to the day that you are hooded John.

"Let me dive right in. We are very fortunate. Almost 42 years ago today, Lubbock was hit by a tornado that resulted in a very tragic situation for Lubbock. That event got involved in wind science and engineering. We were able to get a very large Ph.D. program established through the National Science Foundation. It is unique in the United States now. We have developed a bachelor of science program that is thriving. We are the only university in the United States to have such a bachelor of science program in wind energy. We are very benefitted by the fact that we are here in the oil

patch, but we are also at the southern end of the wind corridor in the United States. The map on the right depicts where Lubbock is relative to Dallas. It is always windy here as we all know. We have a growing relationship with the National Labs, with the USDOE, with the turbine manufacturers, and as Dr. Bailey mentioned, we have this \$8 million ETF award that the state gave to us—invested in us and we are leveraging that in a profound way. The picture on the right is of a turbine array off the coast of Denmark in the ocean. It was a very cold day when that picture was taken. The wind is blowing right down the rows of turbines. The air is cavitating over the blades of the turbines and crystallizing so you can see the turbulent wakes produced when the wind blow by the first turbine. You can see if you look carefully that there are a lot of turbines down wind that are caught up in the wakes. It is not unlike the situation when you are flying from Dallas to Lubbock on a small plane and you hit turbulence and you bounce around. The same disruption of flow that happens on an aircraft wing happens on a turbine blade when it is stuck in a turbulent wake. If we can make profound improvements in wind farms to be able to manage and optimize an array—when you have situations like turbulent wakes being so prevalent, that is where the next great thing is going to be coming out of wind energy—that advancement of how to optimize an array when you have such turbulent conditions in the array. This is what we are going to be the best at in the world.

“I talked a little yesterday about our model. That is actually the SWIFT facility that we are building here in concert with DOE and Sandia. Our model for this is a facility up in Golden, Colorado, right on the edge of Golden and Boulder, Colorado that overlooks the front range and is the national renewable energy labs which is one of our national labs. It’s their National Wind Technology Center. They have five turbines there now. They have a research staff of about 125. They have a 150,000 square foot R&D building there. This is the HUB of much of the R&D around wind energy for the federal government. We are going to be creating something here that is uniquely different. They focus on catastrophic failure in turbines and optimizing individual turbines. We are going to be building something similar here in Lubbock where it blows all the time for optimizing arrays as I described. This is the model of what we are creating in Lubbock.

“We have a lot of assets that we keep at Reese right now. We are very good at measuring the wind. We use sound; we use lasers; we use meteorological towers; we use radars. The wind regime that we have in Lubbock is unique. It blows all the time. At night, during the spring time we get these very intense affects of jets coming down from the upper boundary layer and impacting the ground. Everyone is interested in how they impact wind turbines. We are getting to be world experts in visualizing wind in wind farms. Specifically, we are now using our KA band radars. The ones that we chase tornados with that you see on the weather channel. We are using them to visualize turbulent wakes behind turbines and some data is shown about turbulent waves that extend a kilometer or so downwind from a sitting turbine. We are very good at this. No one else in the world does it and it speaks to our talent that we have here. I told you yesterday about our various partners. One of them is Alstom, the very large French company—a multinational energy company. They have installed a turbine at Reese and they are close partners with us in testing that turbine. They also have a turbine in Colorado at the National Wind Technology Center. They—the National Renewable Energy Lab and MIT—very kindly invited us to join them on a proposal that

was funded as about \$4 million from the U.S. Department of Energy. So, they are a very close R&D partner of ours not only at Reese but also in the R&D space generally around wind. The facility that I described yesterday and today is going to be unique. It is understanding the flow of wind through a wind farm, basically a smaller scale wind farm. Eventually, once we understand how that works, we are going to be able to model that and the models that we will be able to use are going to make the location of all future wind farms much smarter and more efficient. We are verifying with our facility here and generating the next generation of models to build more wind farms and to improve existing wind farms. That is the gist of it all.

"Vestas is also a partner with us on this federal facility. They are one of the founding partners. The Vestas V27 will be the workhorse in our SWIFT facility. So, in about five years, you will see from nine to twelve of these turbines at Reese. They will be highly instrumented. They are each going to be about 50 meters tall to the hub height and they all will be rebuild to the variable pitch, variable speed with 300 or 400 sensors in each turbine. We are going to be able to have the most highly studied set of turbine data around performance with turbulent wind that will be available in the world. So, it is a very unique facility. There is no other facility like this in the United States or in the world.

"We are also collaborating very closely, as you know, with a fortunate 50 corporation, General Dynamics. They have decided to get into the wind turbine market and it is there collaboration with us and with the New Zealand Turbine Company that has caused them to make a business decision at a very high level in the corporation about getting into this space. That has been brought by our collaborating with them and bringing partners together. With a little bit of luck we are going to have one of their prototype turbines installed at Reese in about a year.

"I am very excited about this. A Korean turbine manufacturer—there are seven corporations in Korea that make turbines and a very large one is coming to Lubbock to install two prototype turbines. They will be at Reese in about nine months. The fact that they are locating here and are very interested in locating an R&D operation here at Reese and in partnership with us is a very exciting development.

"Finally, and this was mentioned yesterday, we have this microgrid that we are developing at Reese, where we can connect renewable with a local grid that is connected to a larger grid. When you put storage into the equation, we can do a lot. This is a completely new added benefit on top of what we have been developing just around wind directly. It is going to make a very interesting R&D space for us that I know DOE is very interested in. I spent last week with Dean Sacco. We were at Sandia all day and we were going visit DOE headquarters about how to add value to what we are doing around wind by getting into this understanding about renewables and storage. This field of dreams that I described yesterday is a gift that keeps on giving. We are very fortunate that we have this. We have this incredible opportunity. It is very unique in the world. Most of my peers at any AAU institution would be salivating over the notion of having this at their institution. Most presidents would agree and we are very fortunate and it speaks to the cast of thousands who have been working towards this over the last year to year and a half. It really came out of the genesis of David

Miller's idea about going to ETF to create the NWRC and NIRE and the fact that, with your patience, we have gotten to where we are at today. That is remarkable and I expect in about a year there are going to be seven turbines at Reese and it will be a hopping place. We will be the envy of everyone when we are up and running at full speed.

"Thank you for your support. I would entertain any questions. I am grateful for Dr. Bailey's support of all of our efforts with all of this."

Chairman Turner asked if there were questions.

Regent Scovell asked for overhead and costs to be discussed in relation to faculty, facilities and operation. "Wind energy right now doesn't make economic sense. It may in the future. I don't know what it is going to take to cross that line, but I want to make sure that we are on the research side of this."

Dr. Eighmy responded, "We are. We are actually acting as a very core research partner to the Department of Energy on this and the advances that are being planned to come out of this are the effort of design to allow wind energy to end up at a production cost that is competitive in the energy market. We are not in the business—this is OPM, other people's money and we are in the business of spending their money and researching and the advances that should come out of this are going to be disruptively transformational for the wind energy business."

"Thank you all very much. We appreciate your support immensely."

Regent Steinmetz commented, "I want to thank Dr. Bailey, Chancellor Hance, Dr. Eighmy and your team for getting this deal going. I know this has been something—Russell and I have talked about this before—that has been talked about in Lubbock and West Texas for some. John, I think your comments about staying out of the investment side is a very prudent decision but it is something that has been discussed and I know that the community is very excited about this. I tip my hat to you for getting out of the barn."

Chairman Turner thanked Dr. Eighmy for his report and called on Dr. Bailey to complete his remarks to the Board.

Dr. Bailey stated that was the end of his report.

Regent Anders asked if Dr. Bailey would give a brief update on the NRUF certification status. "We are now waiting on the state, is that correct?"

Dr. Bailey responded, "We are waiting for a letter from the auditor. We feel very positive about everything. We expect that letter to be here in a week or so. As that letter comes, I believe we will be able to celebrate. We do have to wait for that letter. The auditor's visit could not have gone better. We are very pleased with that."

Chancellor Hance added, "We also had great reports from the Coordinating Board and the State Auditor's report that we were right on target—we did it right. Any opposition should well take notice that we went through the steps and did exactly like we should."

Regent Anders added, "Kent, again, I commend you and Dr. Bailey's team and all who were involved in that—that is a big milestone for this university."

Dr. Bailey stated that was the conclusion of his report.

SGA President's Report
Texas Tech University
Board of Regents Meeting
May 18, 2012

Alex Alston presented his report to the Board: "I wanted to take this opportunity today to introduce myself as well as one of my officers. I am Alex Alston. I am a senior restaurant, hotel, institutional management major from San Antonio, Texas. Also present today is Reed Young. He is our external vice president."

Mr. Young addressed the Board, "Hello. I am Reed Young. I am from Abilene, Texas. I am an agriculture and economics major."

Mr. Alston continued his remarks, "We both look forward to work with you this next year. The Student Government has been extremely busy. As we transition into our new roles, we really have the opportunity to focus on a few of the key issues that have been brought to our attention. The first is the creation of a Graduate Student Advisory Council. We have been working diligently with graduate students to establish an advisory council that will act as a liaison to the Student Government Association on providing us with graduate issues.

"We have also been very focused on campus safety. A concern that has been brought to our attention is the lack of lighting on campus. Reed and I want to work with key people from the Facilities Office to target these issues and try to illuminate the campus better for those students who are on campus after dark. This specifically affects the graduate students who have voiced their concerns to us about certain areas that are not well lit on campus. They are the ones who utilize this campus a lot at night.

"We have also had the opportunity to talk with several students about what they feel that Texas Tech needs to create a more "home" feeling. One of the common things that the students have brought to our attention is an increased need for green spaces. We are looking at this project and trying to see how this can be accomplished. We need to determine a feasible location.

"We will also focus on student organizations. We are looking at revamping the Student Organization Representative Council (SORC) concept to make it more student-friendly and allow for more of a reward system and less of a punishment system on student funds. We also want to create a student organization calendar. We feel that it is our responsibility to help our organizations out externally so they can focus more on internal events. We are going to work to create this calendar and publicize this calendar on key spaces on campus.

"I will now hand over the microphone to Reed so he can discuss some of our external events."

Mr. Reed addressed the Board, "As Alex mentioned, we look forward to working with you all. Externally, we have been handling all of our Citibus contracts right now. That is a big deal along with our Safe Ride Program. One of our current initiatives is to expand our Safe Ride Program. This year we started an S-bus which is a bus that runs through our North Overton area that drops students off from 9 pm to 3 am. That runs Thursday through Saturday. We would really like to expand that because not all of our students live in the North Overton area.

"We also hope to focus on building relations with the City of Lubbock. That is what I would like to see happen. As students here, we do make up a decent amount of the population in Lubbock and I believe it is important for us to really extend our hand and offer our services to the City of Lubbock and to be able to do what we can to help the City and make it a great town to live in."

Mr. Raltson continued his remarks, "So, those are just a couple of the projects that we want to focus on as well as student fees and all of that fun stuff that comes with the job.

Mr. Ralston indicated that was the conclusion of his report and offered to answer any questions.

Chairman Turner thanked Alex and Reed for their remarks to the Board.

President's Report
Texas Tech University Health Sciences Center
Board of Regents Meeting
May 18, 2012

Dr. Mitchell presented his report to the Board: "I'm going to hit a few highlights. Under academics, we are winding down the close on both of our Schools of Medicine for the fall class of 2012. There is a waitlist that people get on and as time goes on there is a bit of a shuffle, but we are honing in on the final numbers that we will have. Both of our schools have done extremely well as far as our entering classes—looking at their credentials coming in. For the Graduate School of Biomedical Sciences, we are doubling the size of our pre-medical sciences, our master of pre-medical sciences program which is a rigorous graduate level academic program for those who are interested in medical careers or in medical education. That program is one that had the number of applications to the number of positions at about 18 to 1. It is a very popular program. We are still working at developing our masters of public health program. We have a timeline set up for things we need to do with the Coordinating Board. We have been interviewing applicants to direct the program. We have got funding sources for the program identified. The curriculum has been developed and we have done a needs-assessment with faculty members for the program. Our timeline is to have the first class of students in by the fall of 2013.

"On the various campuses, what I have done is listed some of our projects. We do have projects going on at each of the campuses in the System—from Abilene to Amarillo to the Permian Basin, Dallas, El Paso and Lubbock. We have a lot of things going on. As far as HEAF funding, we are focusing it on the educational needs that we have for the various campuses. We are also focusing it on laying the groundwork with core facilities that we need for strategic hires coming up. If you look at our lab facilities now, we will put them up against just about anyone. We have done a really good job with that. Our renovations are looking good in those areas.

"We have already spoken about the VA clinic. I have shown you what a VISN (Veterans Integrated Service Network) looks like. We have a VISN team which is headquartered out of Phoenix. You can see where that is.

"From a miscellaneous standpoint, with the TDCJ contract, we have worked very hard to make sure that our program is such that we can provide the care for the inmates that we need to keep it budget neutral for us. We can make great strides in that area.

"We are looking at a corporate wellness program for the entire university. We have got some specifics on that which we will launch. We have a group together who has been working with us on that—internally, a committee and we are going to make some announcements about this during our picnic coming up next week.

"Global health initiatives—this is something that has been very good for us—not just from the standpoint of giving students the opportunity to go to other countries, but from

the standpoint of interdisciplinary education. So, for the first time we had a team that is leaving to go to Nicaragua next month that will include medical students and nursing students together. We are very excited about that. We have had meetings with people from Nicaragua to Honduras to Ethiopia. We have got some very exciting things that we will be presenting in the future.

"Our Medical Practice Plan continues to remain profitable and it has been an ongoing focus for everyone in this System, particularly given the state's budget issues. Mr. Brent Majors, both of the deans, the clinical faculty chairs and all of the clinical faculty positions have worked very hard to make sure that our program is efficient and that we are billing correctly and that we strive to providing patient care first.

"As you know, we are in the process of going through the legislative appropriations requests cycle. We have all of our schools that are working on their various budgets. Mr. Cavin will be working on getting that ready for the next legislative session. We will be ready with this by the end of summer."

Dr. Mitchell stated that was the conclusion of his remarks.

Regent Scovell asked, "Tedd please share with the Board what you told me about how more competitive our admissions is, how much our GPAs have gone up and all. We have really raised the bar."

Dr. Mitchell replied, "We have raised the bar substantially. It is shown in literally one cycle. For us, with the School of Medicine, initially with this, we have got competitive programs throughout the university. Through the School of Medicine, we did some significant things this last cycle to showcase what it is that we do and then to go after the students who we really want. As a result, we have had a dramatic impact and we are not done."

Chairman thanked Dr. Mitchell for his report.

SGA President's Report
Texas Tech University Health Sciences Center
Board of Regents Meeting
May 18, 2012

Calvin Bradley presented his report to the Board: "I have a couple of subjects I would like to cover today.

"I can't recall if I mentioned the Mentorship program that we are starting for TTUHSC and TTU. It is a small program right now. It will be starting next fall for anyone who is interested in medical school and is enrolled at the undergraduate campus. Those students will have the opportunity to be mentored by a medical student at the HSC campus. They will be able to go to classes with their mentor as well as receive personal advice on what they should be doing to prepare themselves for the next step. We are hoping to spread this program amongst all the different schools including the School of Nursing and the Occupational Therapy and all the other schools that we have for undergraduate facility. This is a great opportunity which will be starting soon. We have been working on that this whole semester with Dr. Muñoz and some other people at TTU. It will begin next fall with 20 students from the medical program.

"We also recently distributed the scholarships that we give out every year—our phone-a-thon and Double T scholarships. We were able to raise \$86,000 and \$1,500 for those respectively. That will help out a lot with all of the tuition and fees which have been slowing increasing over the years. That will be great for those students who get that money.

"Digital signage monitors—we have put up digital signage monitors across all of the different campuses throughout the Texas Tech System for the HSC. We finally have those up and running. We have events displayed on the monitors that students from each campus may be interested in. We are hoping this will bring all of the campuses together and give it more of a sense of community and camaraderie by having them informed as to what is going on across the campuses. It will also bring more visualization to what the SGA does and what they can get involved with. It is a great way to publicize the school to the students and also give them critical information. Those are up and running now. We are working on what we would like to display on those monitors in the future and this summer. This is exciting news for us.

"That is the end of my report. I thank you for the opportunity to speak with you and serving in this capacity over the last year. It has been pleasure. I will be moving to Amarillo."

Chairman Turner asked Calvin if his successor had been elected.

Mr. Bradley replied, "Yes. You will get to meet him at the next meeting. His name is Jason Chandrapal. He is from Houston. He went to UT for his undergrad. He will do a great job."

Chairman Turner added, "We appreciate your leadership and your visiting with us. We wish you every success going forward."

President's Report
Angelo State University
Board of Regents Meeting
May 18, 2012

Dr. Rallo presented his report to the Board: "I have two very brief updates. Abraham Moreland is a junior cadet in our ROTC. He was selected to represent southwest region out of almost 3,237 students and he is one of four finalists to be cadet of the year which will be announced later this summer.

"Our report to SACS was set in April—to remove us from monitoring. The decision will be made at the SACS meeting in June. I sit on the SACS National Board, so informally I know what the decision will be but we believe that we will come off clean and we have done a great job in terms of responding to some of the issues.

"Dr. Karl J. Havlak who is our representative to the Phi Kappa Phi has been working with the Phi Kappa Phi's executive director for a campus visit. We are optimistic that will occur soon and will allow us then to apply for a chapter. We are on track there.

"Finally, our faculty has been working on several proposals to be more responsive. We expect to bring back to the Board for whatever appropriate action is necessary two degree programs for under \$10,000—one in drama and music and one in physics.

"I went out to Killen and signed an agreement with Central Texas College that would more easily allow them to transfer credit earned by the Army personnel. They have over 50,000 students worldwide. This would allow them to more easily transfer their credit into our online degree programs in Security and Border Studies.

"Last and not least, our men and women both won the Lone Star Softball and Baseball. The women did not advance but the men are still playing for the championship and a chance to go to Division II. They are playing as we speak.

"I'll be happy to answer any questions."

Regent Anders asked about the women's softball results. "The women didn't make it out of the tournament?"

Dr. Rallo responded, "Correct. They won the Lone Star, then they went to the super regionals and there they lost to Central Oklahoma during the last game on the last day. The men are playing as speak right now."

Regent Scovell asked for an update to the AD search.

Dr. Rallo replied, "As far as the AD search, we had two candidates on campus last week. Another two will be here on Tuesday and Wednesday. We will then meet with the chancellor and make a decision. I believe we should wrap this thing up by the end of the week."

Chairman Turner commented, "Dr. Rallo, your ears would have been burning had you been involved in all of the conversations because while we look forward to having you here at the System we are mindful of the wonderful leadership job and the improvements that have occurred at Angelo State under your leadership. You have made a profound and lasting difference there and we greatly appreciate that."

This concluded Dr. Rallo's report to the Board.

SGA President's Report
Angelo State University
Board of Regents Meeting
May 18, 2012

Hector Romo presented his report to the Board: "I'd like to give a brief update on some things we are working on. I appreciate that the students re-elected me because we were working on a lot of projects that I will now get to continue to work.

"One project that we are working on involves the smoking regulations. As mentioned briefly during the last meeting, this has been an issue with some not following the regulations as set. We continue to work on that issue.

"We also hope to extend our student discount program that was initiated by former SGA president and student regent, Jeff Harris. San Angelo has grown since 2007, so we plan to reach out to new businesses in order to expand that effort for our students.

"Lastly, we are working on new ideas to promote school spirit with the True Blue initiative. We are trying to make San Angelo as much of a college town as Lubbock is. Every time I travel to Lubbock, I say 'Wow! I wish San Angelo was just like that for ASU.'

That is all for my report today.

Chairman Turner thanked Hector for his remarks.