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I, Ben Lock, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of the Texas Tech University System Board of Regents meeting on October 8-9, 2015.

Ben Lock Secretary

SEAL

Amendments to <u>Chapters 01 and 06</u> ... to conform the *Regents' Rules* to changes made by the Texas Tech system clean-up bill

S.B 907, 84th Legislature, Regular Session — the Texas Tech system clean-up bill — was enacted, signed into law by the Governor, and took effect on June 11, 2015.

As a result, there are sections of <u>Chapter 01 (Bylaws)</u> and <u>Chapter 06 (Institutional Advancement)</u> of the <u>Regents' Rules</u> that need to be revised in order to conform those provisions to the new section numbering and language of Chapters 109 and 110, <u>Texas Education Code</u>.

None of the revisions to be made to the *Regents' Rules* make any substantive change in policy, as all are either:

- -- updates of citations that refer to sections of the relevant *Texas Education Code* statute, or
- -- non-substantive wording changes to mirror new language in the relevant state law.

Amend Chapter 01 (Bylaws), Regents' Rules, as follows:

01.02 Governance

01.02.1 Authority

- a. The Legislature, in Chapters 109, 109A, 110, and in Section 51.352, *Texas Education Code*, has delegated to the Board of Regents of the Texas Tech University System the power and authority to govern, control, and direct the policies of the Texas Tech University System.
- b. Section 109.001, *Texas Education Code*, states that the board "by rule may delegate a power or duty of the board to an officer, employee, or other agent of the board."
- c. Section [109.23] 109.004, Texas Education Code, requires the board to "[provide] appoint a chief executive officer, who shall devote [his] the officer's attention to the executive management of the university system and who shall be directly accountable to the board for the conduct of the university system. The board, when required by law to be the governing body of any other state educational institution or facility, shall also direct the chief executive officer to be directly responsible for the executive management of that

- other institution or facility." The board has determined that the chancellor is the chief executive officer of the TTU system.
- d. Section 110.01, *Texas Education Code*, states that "Texas Tech University Health Sciences Center is a separate institution and not a department, school, or branch of Texas Tech University but is under the direction, management, and control of the Texas Tech University Board of Regents."
- e. Section 110.02, *Texas Education Code*, states that "The board of regents has the same powers of [direction, management, and] governance, control, jurisdiction, and management over the Health Sciences Center as [they exercise] it exercises over the Texas Tech University System and its components. [However, the board shall act separately and independently on all matters affecting the Health Sciences Center as a separate institution.]"
- f. Section 110.31, *Texas Education Code*, states that the "Texas Tech University Health Sciences Center at El Paso is a component institution of the Texas Tech University System under the direction, management, and control of the board of regents." This section further states that, TTUHSC El Paso "is not a department, school, or branch of any other institution in the system."
- g. Section 110.32, *Texas Education Code*, states that the "board of regents has the same powers of [direction, management, and] governance, control, jurisdiction, and management over the Texas Tech University Health Sciences Center at El Paso as the board of regents exercises over the other component institutions of the Texas Tech University System."
- h. Section 109A.001, *Texas Education Code*, states that "The university [*Angelo State University*] is a component institution of the Texas Tech University System and is under the management and control of the board of regents of the Texas Tech University System. The board of regents has the same powers and duties concerning Angelo State University as are conferred on the board by statute concerning Texas Tech University and Texas Tech University Health Sciences Center."

Amend Chapter 06 (Institutional Advancement), Regents' Rules, as follows:

06.01 Gift and grant acceptance

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06.01.2 Gift evaluation and acceptance.

 \bullet

b. Board approval of proposed gifts and grants. In accordance with Sections [109.52] 109.001(d), 109.104, 109A.001, 110.08, and 110.38, Texas Education Code, the board is authorized by law to accept "gifts, [and] grants, or donations of any kind, from any source to the extent not prohibited by state or federal law, for [the] use [and benefit of the] by the system or any of the component institutions of the [TTU] system." At its next meeting and before public announcement, the board shall accept formally unrestricted gifts and grants over \$1,000,000, and restricted gifts and grants over \$250,000, including gifts-in-kind. Acceptance of all gifts of real property, regardless of value, type, location or designated use of the funds to be derived there from, must be approved by the board.

Amendments to <u>Chapters 04 and 09</u> ... miscellaneous clean-ups to the *Regents' Rules*

From time to time, we discover that minor clean-ups to provisions in the *Regents' Rules* are needed. These can result from a variety of causes, such as:

- -- a request for an interpretation of the meaning or application of policy language makes it apparent that more clarity is needed for the policy in question;
- -- instances are found where a previous change in the *Regents' Rules* was not 'rippled through' to all other relevant sections; or
- -- out-dated language in a *Regents' Rules* provision has never been brought current.

Two such amendments are needed now one each in <u>Chapter 04 (Academic Affairs)</u> and in <u>Chapter 09 (Investments and Endowments)</u>. None of the proposed revisions would make any change in policy.

Chapter 04 (Academic Affairs)

The provisions that govern the naming of academic units do not specifically mention a "department." As currently written, it is intended that a department of a school or college would fall within the general category of "other academic unit or program." (see Sec. 04.11.3.a & b below)

Because certain other academic units and programs – i.e., centers and institutes – are specifically referenced in the policy, questions arise from time to time as to whether and how the naming of departments are governed by these provisions.

The proposed amendment would insert the word "department" where appropriate to clear up any such confusion.

- 04.11 Establishment and naming of schools, colleges, centers, institutes, and other academic entities
 - 04.11.3 Naming of a school, college, center, institute, or other academic unit or program:
 - a. Namings in honor of individuals or organizations. The naming of a school, college, <u>department</u>, center, institute, or other academic unit or program in honor of one or more individuals, foundations, corporations, or other entities shall be governed by the provisions of Section 06.06, 08.05, or 12.05, *Regents' Rules*, as appropriate.

- b. Namings that do not honor individuals or organizations. The naming of a school or college that does not honor one or more individuals, foundations, corporations, or other entities shall be approved by the board. The naming of a <u>department</u>, center, institute, or other academic unit or program that does not honor one or more individuals, foundations, corporations, or other entities shall be approved by the president.
- c. Any naming of a school, college, center, institute, or other academic unit or program in place at the time of enactment of this section of the *Regents' Rules* (on August 9, 2013) is hereby ratified.
- d. In unusual and unforeseen circumstances, the board reserves the right to remove a previously-approved naming of a school, college, center, institute, or other academic unit or program.

Chapter 09 (Investments and Endowments)

In the section on **mineral leases**, there currently is out-dated language for the requirement that all mineral leases and matters pertaining to mineral leases be approved by the Board.

The proposed amendment would delete a requirement that such matters must first be approved by the Finance and Administration Committee before being approved by the Board. While this typically is the process that will be followed, the current language: -- negates the possibility of such matters being considered and approved via an executive session of the Committee of the Whole; and -- does not match the language for Board approvals of other matters.

09.07.3 Approval. All leases and other documents relating to leasing [will] shall be approved by [the Finance and Administration Committee and by] the board [as a ratification item], and then be signed by the chancellor.

Texas Tech University

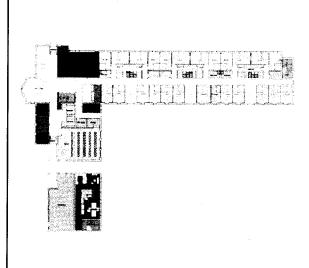
Item 1

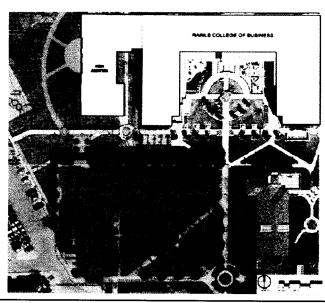
Approve a project to construct a New Honors Residence Hall project

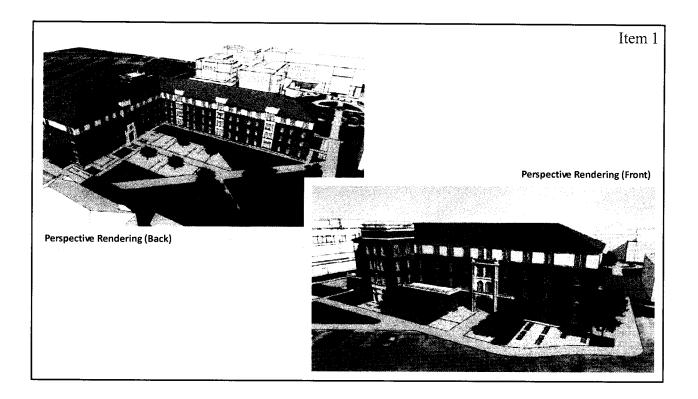
Michael S. Molina

Floor Plan & Site Plan









Scope of Work

Item 1

- > Construction of a 80,000 GSF New Honors Residence Hall to include:
 - 313 beds in a modern traditional style (2 beds per room with common restroom)
 - Common computer/study spaces,
 - Meeting/classroom space,
 - Resident Assistant units,
 - Laundry areas,
 - Support spaces, and
 - National branded coffeehouse (1,800 GSF)
- Project includes utility infrastructure, additional surface parking, landscape enhancements, and public art.
- The project will be located south of the Rawls College of Business and west of Murray Hall.

Project Budget			Liem
Project Budget		\$	29,900,000
Construction Services		\$	22,803, 5 67
Professional Services		\$	3,194,402
FF&E / Other Items		\$	2,050,600
Administrative Cost		\$	160,141
Regents' Rules		\$	1,268,349
(FP&C - 2.4% / 1% Public Art / 19	% Landscape Enha	ancements)	
Contingency		\$	422,941

Recommendation

Item 1

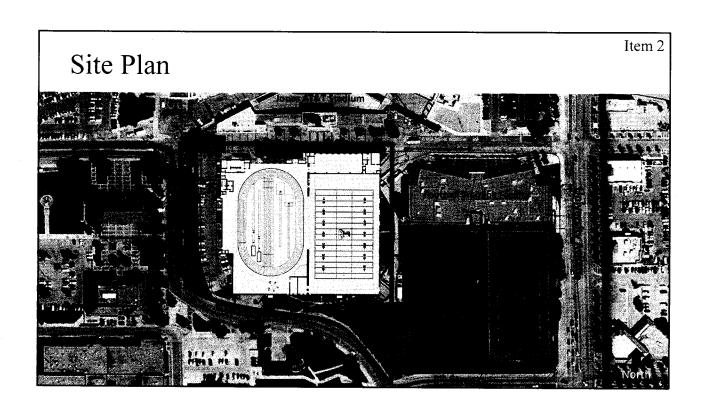
- Authorize to proceed with a project to plan, design, and construct the New Honors Residence Hall project with a total budget of \$29,900,000; report project to the Texas Higher Education Coordinating Board; complete the contract documents; and amend the Design-Build contract.
- > The project will be funded through the Revenue Finance System ("RFS") to be repaid 97.75% from Housing Auxiliary Funds and 2.25% from Hospitality Services Funds.
- The total budget includes the previously authorized budget from University Student Housing funds (\$350,000 cash).

Texas Tech University

Item 2

Approve establishment of a partial Stage II design budget for the Sports Performance Center

Michael S. Molina



Partial Stage II Design Budget Scope

Item 2

- > Partial Stage II design budget will allow for:
 - Completion of the Schematic Design & Design Development packages, and
 - Development of the initial construction documents in order to define the construction Guaranteed Maximum Price (GMP).

Proposed Project Overview

Item 2

- Demolish the existing Indoor Track facility
- Construct an approximate 159,285 GSF complex to include:
 - 200 meter indoor track with 750 fixed spectator seating,
 - Box office, concessions, first aid and public restrooms
 - Weight room with plyometric/movement equipment
 - Nutrition center and sports medicine treatment areas
 - Offices for staff, media and officials,
 - Equipment and training storage
- Adjacent Structure will provide space for:
 - 80 yard indoor football practice field
 - Equipment and apparel storage
 - Laundry and maintenance shop for equipment repair
- > Site and utility infrastructure work, landscape enhancements, and public art included

		Previously ated Budget		Item 2 Revised Budget
Partial Stage II Design Budget	\$	995,000	\$	2,160,330
Pre-Construction Services – CM	1R \$	94,670	\$	100,000
Professional Services – A/E	\$	766,330	\$	1,906,330
Professional Services - CMA	\$	130,000	\$	150,000
FF&E / Other Items	\$, 10	\$	0
Administrative Cost	\$	4,000	\$	4,000
Regents' Rules	\$	0	\$ 1	0
(FP&C - 2.4% of Stage I Design Budget)				
Contingency	\$	0	\$	0

Recommendation

Item 2

- Authorize to establish a partial Stage II design budget of \$1,165,330 to finish Stage I design and proceed with the initial development of the construction documents for the Sports Performance Center within the Edward E. Whitacre Jr. Athletic Complex with a projected total project budget of \$45,000,000; ratify the previously allocated budget of \$995,000 (gift, cash), therefore, total design budget to date is \$2,160,330; amend the Design Professional contract; amend the Construction Manager Agent contract; and amend the Construction Manager at Risk contract.
- > The partial Stage II design budget will be funded with gifts and donations.

Facilities Planning and Construction

TTUS Design & Construction Review Under Construction

October 2015

www.fpc.ttu.edu

	Project		Cost	Status	Completion Date
Õ	College of Human Sciences Life Safety Upgrade	↔	9,650,000	Substantially Complete	August 2015
Ö	Campus Beautification Phase I & Phase II	↔	4,950,000	Under Construction	February/August 2015
Ř	Bayer Plant Science Building	↔	14,340,000	Under Construction	September 2015
<u> </u>	Engineering & Materials Research Center Renovation (Maddox Engineering Research Certer)	છ	29,207,030	Under Construction	June 2016
Ō	United Supermarkets Arena Renovation	€	5,313,624	Under Construction	November 2015
Ž	Research & Technology Park - Phase I	₩	29,045,000	Substantially Complete	July 2015
ŭ	Rawls College of Business Administration Addition	↔	15,000,000	Under Construction	July 2016
Jc	Jones AT&T Stadium Renovation SE 1st Floor	₩	2,518,066	Substantially Complete	July 2015
JC	Jones AT&T Stadium North End Zone Building Renovations	₩	3,750,000	In Design	July 2016
Ř	Bayer CropScience-Seeds Innovation Center Research & Development / Trait Development	↔	19,316,135	Substantially Complete	December 2014/ May 2015
	TTU Total	\$	133,089,855		
N					
SY	ASU Total	&			
S	Abilene Public Health Facility	↔	15,000,000	Under Construction	July 2016
)SI	The Larry Combest Community Health and Wellness Center Expansion	€	5,108,500	Substantially Complete	June 2015
	HSC Total	\$	20,108,500		
ď					
3	EP Total	s			
	Under Construction Grand Total	\$	153,198,355		

Revised 10/1/2015

TTUS Design & Construction Review
In Design
October 2015

TEXAS TECH UNIVERSITY SYSTEM Facilities Planning and Construction

Project		Cost	Status	Completion Date
System Office Building	€9	27,500,000	In Design	January 2016
Research Building (ESB II)	↔	77,000,000	In Design	TBD
Petroleum Engineering Building Renovation - Phase I	₩	5,000,000	In Design	TBD
Sports Performance Center	↔	45,000,000	In Design	TBD
Museum Life Safety Upgrade & Air Management Replacement	↔	7,650,000	In Design	TBD
New Honors Residence Hall	↔	29,900,000	In Design	July 2016
TTU Total	₩	192,050,000		
College of Health & Human Services	↔	26,360,000	In Design	7BD
Engineering Laboratories Addition	↔	4,000,000	In Design	TBD
ASU Total	₩.	30,360,000	,	:
Amarillo Panhandle Clinical Simulation Center	€9	9,750,000	In Design	TBD
Lubbock Education, Research & Technology Renovation	₩	45,000,000	In Design	TBD
Lubbock West Expansion	₩	38,700,000	In Design	TBD
Permian Basin Academic Facility	₩	19,800,000	In Design	TBD
Amarillo Student Synergistic Center	₩	6,000,000	On Hold	TBD
HSC Total	€ >	119,250,000		
El Paso Medical Science Building II	₩	84,400,000	In Design	TBD
EP Total	\$	84,400,000		
In Design Grand Total	\$	426,060,000		



TEXAS TECH UNIVERSITY SYSTEM Facilities Planning and Construction

TTUS Design & Construction Review Prospective October 2015

www.fpc.ttu.edu

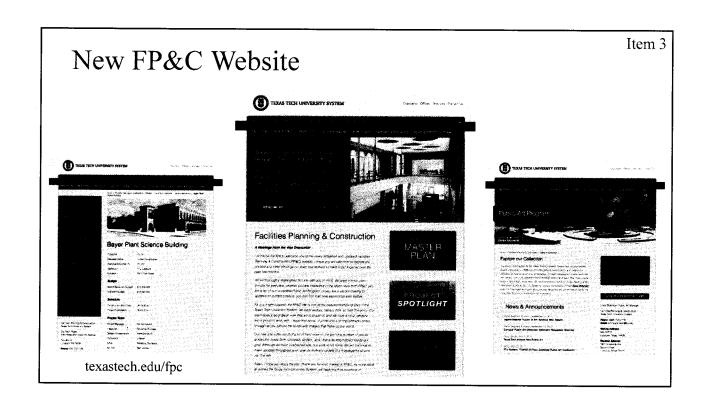
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	Project			Cost	Status	Completion Date
	College of Visual and Performing Arts - Phase I & II		₩	45,200,000	Proposed	TBD
	College of Engineering Expansion/Renovation Phase II		↔	67,600,000	Proposed	TBD
J	Weeks Hall Abatement and Renovation		↔	24,200,000	Proposed	TBD
\perp	Jones AT&T South End Zone Renovation		₩.	41,000,000	Proposed	TBD
	Football Training Center Renovation		↔	2,000,000	Proposed	TBD
	Jones AT&T Stadium East Building Firish-Out		€	20,000,000	Proposed	TBD
		TTU Total	↔	200,000,000		
NS	Academic Building Renovation & Addition		€	24,788,000	Proposed	TBD
A		ASU Total	\$	24,788,000		
SC						
H		HSC Total	⇔	•		
C	El Paso Clinical Sciences Building		↔	37,000,000	Proposed	TBD
1	El Paso Thermal Plant & Parking Garage #1		\(\rightarrow \)	66,500,000		
		EP Total	\$	103,500,000		
	Q	Prospective Grand Total	\$	328,288,000		

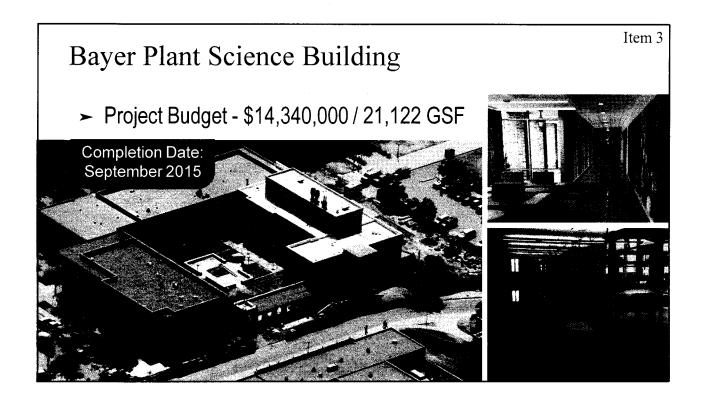
Texas Tech University System

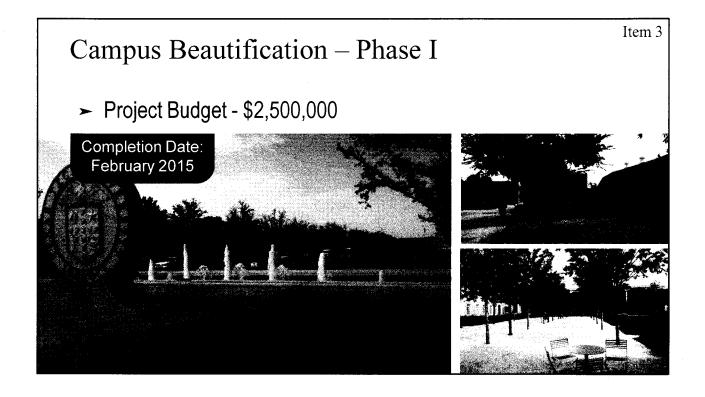
Item 3

Report on Facilities Planning and Construction projects

Michael S. Molina





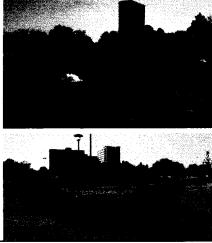


Campus Beautification – Phase II

Item 3

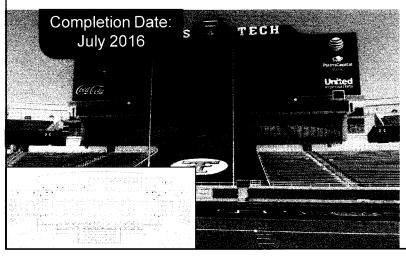
➤ Project Budget - \$2,450,000

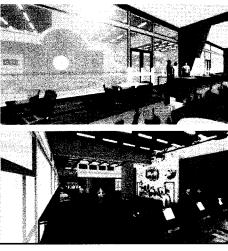


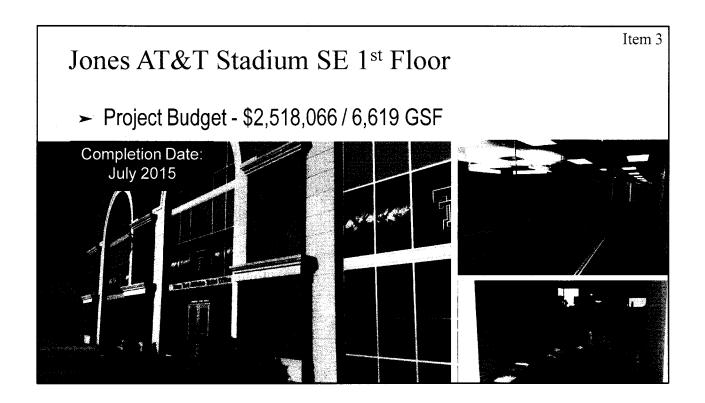


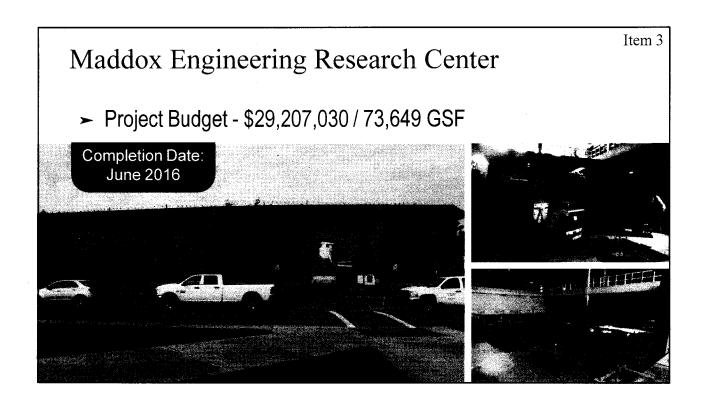
Jones AT&T Stadium North End Zone Building Renovations

➤ Project Budget - \$3,750,000 / 10,505 GSF









Rawls College of Business Administration Addition

Item 3

➤ Project Budget - \$15,000,000 / 38,000 GSF



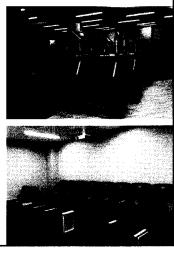


United Supermarkets Arena Renovation

Item 3

➤ Project Budget - \$5,313,624 / 25,451 GSF

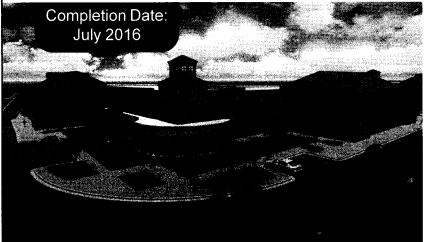




Abilene School of Public Health Facility

Item 3

➤ Project Budget - \$15,000,000 / 43,803 GSF





Texas Tech University System

Public Art - Installed

Item 3



Campus Beautification

"Zeus or Poseidon of Artemision"

Unknown Artist (Greece) D

\$25,000

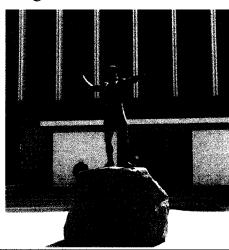


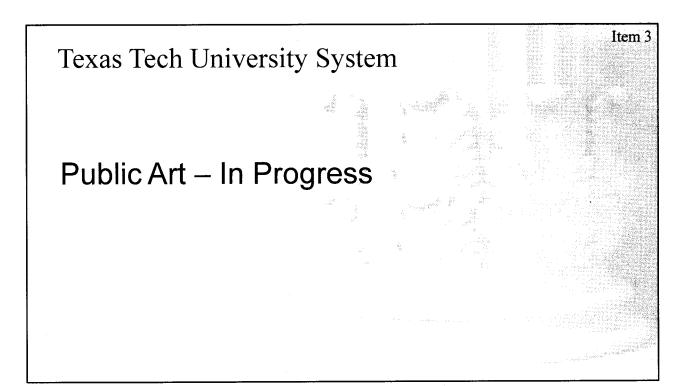
Item 3

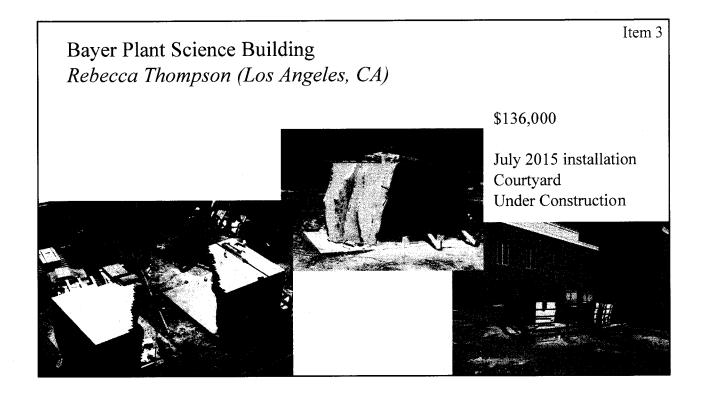
460 BCE (Cast in 1992)

Donated by Ronald & Susan Welborn

August 2015 installation







Item 3

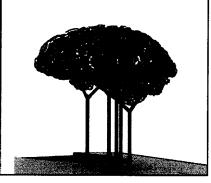


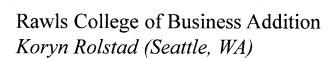
\$278,000



November/December 2016 installation



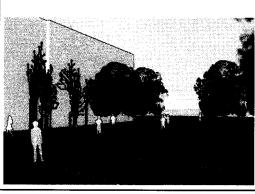


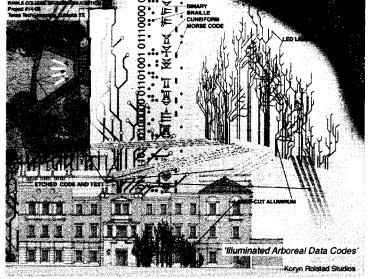


\$142,000

Item 3

July 2016 installation

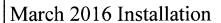


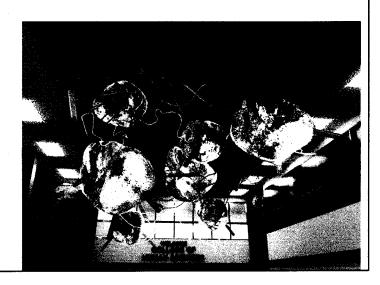


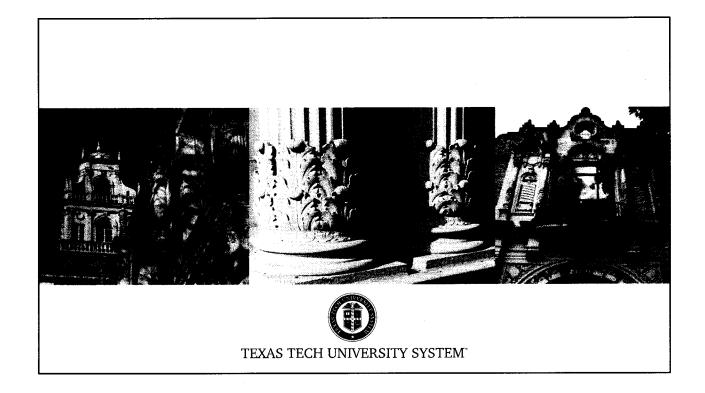
College of Human Sciences Adela Andea (Houston, TX)

Item 3

\$89,000







ANGELO STATE UNIVERSITY Effective Beginning Fall 2015 Semester Summary of Tuition, Fees, and Other Charges

All tuition, fees, rentals, rates, and charges of Angelo State University are charged and collected under specific authorization of the laws of the State of Texas, including, but not limited to, the authorization in *Texas Education Code* Section 54.504, Section 54.017, Section 54.0513, Section 55.16, and other applicable sections.

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

(A) TUITION

The following tuition rates will be in effect for the academic year beginning with the Fall 2015 semester:

1. State Tuition

A. Undergraduate

- 1. Residents of Texas: \$50.00 per semester credit hour
- 2. Non-Resident Students: \$440.00 per semester credit hour
- 3. Bordering Counties to Texas and residents of New Mexico or Oklahoma: \$50.00 per semester credit hour

B. Graduate

- 1. Residents of Texas: \$50.00 per semester credit hour
- 2. Non-Resident Students: \$440.00 per semester credit hour
- 3. Bordering Counties to Texas and residents of New Mexico or Oklahoma: \$50.00 per semester credit hour

2. Designated Tuition

A. Undergraduate

\$112.00 per semester credit hour for all university students

B. Graduate

\$112.00 per semester credit hour for all university students

C. Fixed Tuition

\$118.72 per semester credit hour for all eligible university students that opt in to the fixed tuition price plan.

D. Presidential Dual credit Scholars (off-site)

\$36.00 per semester credit hour for all eligible Dual Credit students

3. Board Authorized Tuition

A. Masters

\$45.00 per semester credit hour, in addition to state and designated tuition, for all masters courses.

B. Doctoral

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

(B) FEES

Mandatory--Statutory

- 1. <u>International Education Fee:</u> This fee provides funds to assist students participating in international student exchange or study abroad programs. In accordance with Texas Education Code, Section 54.5132, this fee is charged at a \$4.00 flat fee for each fall and spring term and a \$2.00 flat fee for each summer term for all enrolled students. This fee only applies to students taking courses on the Angelo State University campus.
- 2. Medical Services Fee: This fee provides funds for the cost of providing medical services for students enrolled in the university. In accordance with Texas Education Code, Section 54.508, a flat fee of \$65.00 will be charged during fall and spring semesters and a \$42.50 flat fee for every summer term for all enrolled students. This fee only applies to students taking courses on the Angelo State University campus.
- 3. Recreation Sports Fee: This fee provides funds to cover operating, maintaining, improving, and equipping student recreation facilities and programs, and/or acquiring or constructing additions to those facilities. In accordance with Texas Education Code, Section 54.509, a \$100.00 flat fee for recreation sports will be charged during the fall and spring semesters and a \$50.00 flat fee for each summer term for all enrolled students. This fee only applies to students taking courses on the Angelo State University campus.
- 4. <u>Student Services Fee:</u> This fee provides funds to cover the costs of various activities, facilities, programs, and services which are separate and apart from the regularly scheduled academic functions of the university and directly involve or benefit students. This fee is charged and allocated annually in accordance with recommendations of the Student Services Fee Advisory Committee. In accordance with Texas Education Code, Section 54.503, a \$23.75 per semester credit hour will be charged. A cap of \$250.00 and a minimum of \$100.00 will be charged during the fall and spring semesters and a cap of \$120.00 and a minimum of \$50.00 will be charged for each summer term for all enrolled students. This fee only applies to students taking courses on the Angelo State University campus.
- 5. <u>University Center Fee:</u> This fee provides funds to cover operating, maintaining, improving and equipping the university center facilities and programs, and/or acquiring or constructing additions to those facilities. In accordance with Texas Education Code, Section 54.5241, the University Center Fee will charge a flat fee of \$66.00, during each fall and spring semester and for each summer term for all enrolled students. This fee only applies to students taking courses on the Angelo State University campus.

Mandatory--Incidental

In accordance with Texas Education Code, Section 54.504 and 55.16(a), the following fees are recommended by the President.

- 1. Technology Service Fee: (Per Semester) The fee will be assessed as follows: \$325.00 for fall and spring semesters for students taking nine or more hours; \$135.00 for fall and spring semesters for students taking four to eight hours; \$81.00 for fall and spring semesters for students taking one to three hours. The fees for each summer term will be assessed at \$162.50 for students taking six or more hours and \$78.50 for students taking from one to five hours. This fee is assessed and collected for the purpose of providing technology support and services for the operation and online access to technology services for the campus environment.
- 2. <u>Library Fee</u>: (Per Semester Credit Hour) This fee provides funds to support library operations including the acquisition and access of teaching and research materials, operations, maintenance,

improvements, equipment, and construction. This fee will be charged at \$10.00 per semester credit hour during the fall and spring semesters and each summer term, not to exceed \$120.00 per semester.

- 3. Advising Center Fee: (Per Semester) Angelo State University uses this fee to fund academic advising services, counseling, and retention services for its students. The fee of \$25.00 per semester is charged to students for the fall and spring semesters and \$12.50 for each summer term for all enrolled undergraduate students.
- 4. Athletic Fee: (Per Semester Credit Hour) The Student Athletic Fee allows students entrance to all home sporting events as long as seats are available. The fee of \$17.50 per semester credit hour will be charged to students during the fall and spring semesters and each summer term, not to exceed \$210.00 per semester. This fee only applies to students taking courses on the Angelo State University campus.
- 5. Instructional Enhancement Fee: ASU will charge an Instructional Enhancement Fee at a rate of \$12.50 per semester credit hour, not to exceed \$150.00 per semester. This fee provides support for academic program development and enhancement and recruitment and retention initiatives. The funds will be allocated by the Provost, based on academic priorities, to the college deans who will be accountable for the use of the funds.
- 6. <u>Financial and Records Service Fee:</u> (Per Semester Credit Hour) This fee provides funds to support student service areas of the university including but not limited to Recruitment & Admissions, Registrar, Financial Aid, Enrollment Management Technology Operations, Student Business Services, Accounts Receivable, Academic Affairs, Undergraduate Affairs, and Academic Support. This fee will be assessed to all students at a rate of \$12.25 a semester credit hour, not to exceed \$147.00 per semester.
- 7. Outdoor Facility Conservation Fee: (Flat Fee) This fee provides funds to cover operating, maintaining, improving, and equipping outdoor facilities and programs, and/or acquiring or constructing additions to those facilities that would result in water conservation. A \$25.00 flat fee will be charged during the fall and spring semesters and an \$11.00 flat fee for each summer term for all enrolled students.
- 8. <u>Distance Learning Fee:</u> (Per Semester Credit Hour) The Distance Learning Fee of \$50.00 per semester credit hour is charged to partially cover the additional costs incurred by offering distance learning courses. This fee is charged to all students enrolled in distance education courses.
- 9. Off-Campus Course Fee: This fee may be charged for individual courses for expenditures directly related to the cost of the course. The Off-Campus Course Fee varies and ranges from \$10.00 to \$6,000.00 per course (study abroad programs). This fee primarily will be charged for study abroad courses and selective courses with extraordinary costs.
- 10. <u>International Student Fee</u>: This fee is charged to each non-immigrant international student. Students are charged a \$150.00 flat fee for each fall and spring semester. Students enrolled during the summer term(s) will be charged \$75.00 per term. This fee is non-waivable regardless of any agreements with sending institutions.
- 11. <u>Education Abroad Medical, Accident, Political Evacuation and Natural Disaster Insurance:</u> All study abroad students are required to purchase health insurance through the university as a condition of enrollment for the time period they are travelling and living abroad.
- 12. <u>Undergraduate Research Fee:</u> (Per Semester Credit Hour) This fee provides funds to support undergraduate research, including internal grants awarded to students on a competitive basis. This fee will be assessed to all undergraduate students at a rate of \$1.25 a semester credit hour, not to exceed \$15.00 per semester.

- 13. Non-Immigrant Health, Evacuation, and Repatriation Insurance: All ASU non-immigrant students enrolled in one credit hour or more are required to have health insurance as a condition of enrollment. Students to which this requirement applies will purchase the ASU Student Health Insurance Plan through the university (ASU OP 10.16).
- 14. **Graduate Internship Fee:** This fee will be used to support the extensive travel that university faculty have to do to supervise interns in the field, making several trips to the internship site. This \$275.00 fee would be assessed to all graduate internship candidates.

(C) MISCELLANEOUS FEES

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

•	Undergraduate (United States Citizens)	\$35.00
•	Graduate (United States Citizens)	\$40.00
•	International Student	\$50.00
•	Physical Therapy	\$25.00
	(provide discretionary funds for student orientation)	

- Off-Campus Travel Fee: This fee will be a flat fee and will reflect the cost of faculty members
 traveling off-campus to deliver a course. This fee will not exceed the actual cost of traveling offcampus.
- 3. Parking Fines: Fines from \$15.00 to \$200.00 per occurrence.
- 4. <u>Installment Payment of Tuition/Fees Option Fee:</u> Assessed upon selecting the installment pay plan when registering for classes during each long semester. \$30.00
- 5. Late Charges on Installment Payment: \$40.00
- 6. <u>Cancellation Fee:</u> This fee is assessed when a student's schedule is cancelled after classes have begun. \$300.00
- 7. Return Check Fee or e-payment fee: \$30.00
- 8. Late Registration Fee: Assessed when late registration enrollment begins \$50.00
- 9. New Student Orientation Fee: This fee provides funds to cover the costs associated with the various activities, facilities, programs, and services provided to assist all new (freshman and transfer) students and their family members in transitioning to the university community.

 \$25.00
- 10. Library:

Porter Henderson Library:

1/2 sheet

Overdue Fines:

ranges from \$.10/minute, \$.25/day to \$2.00/day per item

\$.50/ea

Fees:

Processing Fee (for lost and/or replaced items)	\$20.00
Replacement Fee – all other-(if still available, otherwise, average cos	
of item in same subject area)	cost of item
Damage Fee	\$30.00
Interlibrary Loan Fee-(unless lending library assesses a fee; passed	
on to ASU requestor)	no charge
Transparencies	\$.25/ea
Microform Copiers	\$.10/page
Laminations:	

Up to 8.5 x 11	\$.75/ea
Up to 11 x 17	\$1.50/ea
Community borrower's card	\$50.00
Photos:	
Publication fee to "for profits"	\$50.00
8x10	\$12.00
11x14	\$24.00
Scanned and printed on plain paper or saved on custome	· ·
digital media	\$3.00
Custom microform copying \$3.0	0/up to 10 pages
Additional pages	\$.20/ea
Custom scan & print *Department Copies	\$1.00/ea
Black & White	\$0.05/per page
Color	\$0.10/per page
Thesis Binding (fee dependent on vendor charges) (optional)	\$15.00
Concertment Conice refere to whatevering provided by Library Claff for	- AOII Dan anto

^{*}Department Copies refers to photocopies provided by Library Staff for ASU Departments only.

11. Extended Studies Course Fees:

\$6.00 - \$600.00

12. Post Office:

Post Office Box Rental:

Fall and Spring (per semester) \$23.50 Summer (per semester) no charge

Fees:

Post Office Box Key Replacement \$25.00/ea
Post Office Box Lock Replacement \$35.00/ea

13. ASU OneCard Replacement Fee: \$20.00

14. ASU Faculty/Staff ID Card Replacement Fee: \$10.00

15. Prior Term Statement Printing Fee: \$1.00

16. Department of Art & Music Equipment Use Deposit: \$40.00

17. <u>Diploma Replacement Fee:</u> \$25.00

- 18. English Language Learning Tuition and Fees: Tuition and fees for 7 week and 14 week courses ranging from \$2,500.00 to \$5,000.00 could include textbooks and supplies, technology service fee, medical service fee, financial records and service fee, library fee, athletic fee, recreational sports fee, university center fee, intramural outdoor facility fee, and international service fee.
- 19. <u>Probation/Post Suspension Assistance Fee:</u> This \$200.00 fee provides funds for the cost to offer sections of the no-credit study strategy assistance courses required of freshman on probation and first-return suspension students. The course is also available to any student who wishes to solidify or improve cognitive-based study techniques. This fee is non-refundable to students required to enroll in the course.

20. <u>University Recreation Center Program Fees:</u> Miscellaneous fees charged by the University Recreation Center for equipment rentals, damaged equipment, facility rentals, instructional classes, clinics, and outdoor trips ranging from \$2.00 to \$500.00.

(D) RESIDENCE LIFE ROOM RATES

In accordance with Texas Education Code (Vernon's Texas Codes Annotated, Higher Education, Title 3, April 2006), Section 51.002, Angelo State University recommends the following room rates effective fall, 2015. Room rates are based on double occupancy.

Room Rates (9 Month)

2015-2016

Fines other

Vanderventer Apartments	\$4,730	and
various repairments	ΨΨ,700	
Massie Hall	\$4,652	
Texan Hall	\$6,148	
Centennial Village (2 persons, 2 bed, 1 bath	\$6,078	
Centennial Village (4 persons, 4 bed, 2 bath)	\$5,910	
Plaza Verde I	\$6,072	
Concho Hall (only available to seniors and graduate students)	\$3,900	
Carr Hall Double	\$4,480	
Carr Hall Single	\$5,600	
Carr Hall Efficiencies	\$5,900	

incidentals may be applied to your student account based on Student Judicial decisions and authority or per your housing contract.

(E) BOARD RATES

In accordance with Texas Education Code (Vernon's Texas Codes Annotated, Higher Education, Title 3, April 2006), Section 51.002, Angelo State University recommends the following Board rates effective fall, 2015.

Fall 2015 - Spring 2016 Board Plans

Rams Unlimited Access (All you can eat, \$100 RamPoints per semester)	\$3,250
Rambelle (220 meals, \$100 RamPoints per semester)	\$3,050
The Quest (200 meals, \$100 RamPoints per semester)	\$2,900

Summer 2016 Board Plan

7-day (15 meals/week)	\$560

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

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	Fall, 2011	Fall, 2012	Fall, 2013	Fall, 2014	Fall, 2015
State Tuition	750.00	750.00	750.00	750.00	750.00
Designated Tuition	1,675.05	1,747.20	1,585.20	1,600.20	1,680.00
Financial and Records Service	135.00	135.00	135.00	135.00	147.00
Student Service	250.00	250.00	250.00	250.00	250.00
Library	120.00	120.00	120.00	120.00	120.00
Recreation Sports	100.00	100.00	100.00	100.00	100.00
University Center	66.00	66.00	66.00	66.00	66.00
Technology Services	300.00	300.00	300.00	325.00	325.00
Medical Services	59.50	59.50	59.50	59.50	65.00
International Education	4.00	4.00	4.00	4.00	4.00
Advising Center	25.00	25.00	25.00	25.00	25.00
Athletic Fee	25.00	25.00	187.00	196.50	210.00
Instructional Enhancement	150.00	150.00	150.00	150.00	150.00
Undergraduate Research Fee	15.00	15.00	15.00	15.00	15.00
Intramural Outdoor Facility Fee	0	0	0	25.00	25.00
Total	\$3,674.55	\$3,746.70	\$3,746.70	\$3,821.20	\$3,932.00

Regents' Rules amendments relating to S.B. 20 – the state contracting bill

Proposed: 09-14-2015

S.B. 20 ... adopted by the 84th Legislature (2015) and effective September 1, 2015 ... requires state agencies – including public institutions of higher education – to abide by certain new requirements when entering into contracts. These new statutory mandates are intended to "enhance reporting requirements and increase transparency and accountability so that there is knowledge about and confidence in the way state government is spending tax dollars."

To comply with the new contracting statutes, amendments are needed for several chapters of the *Regents' Rules*, including:

	Chapter	Amendment(s) Relating To	See Pages
07	Fiscal Management	policies re: audit; fraud; and contracting	1-16
03	Personnel	conflict of interest policies	17
02	Administration	ethics/compliance policies	18-19

In this document, the proposed amendments for each of these chapters are presented. For each chapter, an executive summary provides an overview of the changes proposed for that chapter, which is followed by the language of the amendments proposed.

Chapter 07 -- Fiscal Management

S.B. 20 requires changes in the *Regents' Rules* to clearly set forth requirements for the Board's approval of contracts and/or to provide for a delegation of authority by the Board to approve contracts. Notable changes required are due to the following S.B. 20 provisions:

Per new Section 51.9337(e), Texas Education Code: "An institution of higher education's policies governing contracting authority must clearly specify the types and values of contracts that must be approved by the board of regents and the types and values of contracts for which contracting authority is delegated by the board to the chief executive officer and by the chief executive officer to other officers and employees of the institution. An officer or employee may not execute a document for the board unless the officer or employee has authority to act for the board and the authority is exercised in compliance with applicable conditions and restrictions."

Per new Section 51.9337(f), Texas Education Code: "An institution of higher education may not enter into a contract with a value of more than \$1 million, including any amendment, extension, or renewal of the contract that increases the value of the original contract to more than \$1 million, unless the institution's board of regents approves the contract, expressly delegates authority to exceed that amount, or expressly adopts an exception for that contract. ..."

In order to conform Section 07.12 (contracting policies and procedures) of the *Regents' Rules* to these requirements, the following changes are proposed:

- (1) A current Board policy [Sec. 07.12.2.a on p. 7] establishes the general threshold for Board approval of a contract at \$1.0 million per year. This provision would remain unchanged, but the amendments proposed [in Sec. 07.12.3.a on p. 12] would clarify this threshold as follows:
 - If the total amount of the contract over the entire term of the agreement exceeds \$1.0 million and the per-year amount exceeds \$1.0 million Board approval is required.
 - If the total amount of the contract over the entire term of the agreement exceeds \$1.0 million <u>but</u> the per-year amount is \$1.0 million or less the Board delegates its approval authority to the Chancellor or President, as appropriate.
- (2) Various subsections of Section 07.12 are proposed to be relocated and grouped together to more clearly define the Board's delegations of authority, such as:
 - -- CURRENT PROVISION RELOCATED WITHOUT CHANGE ... The Board delegates to the Presidents the authority to approve the proposals and to execute contracts for sponsored program (i.e., research) projects that exceed \$1.0 million per year. [see Sec. 07.12.3.b on p. 12]
 - -- CURRENT PROVISION RELOCATED WITHOUT CHANGE ... The Board delegates to the Chancellor and Presidents the authority to execute contracts for minor construction projects (projects that total less than \$2 million). [see Sec. 07.12.3.c on p. 12]
 - -- CURRENT PROVISION RELOCATED WITHOUT CHANGE ... Contracts that provide for the services of a consultant. [see Sec. 07.12.3.d on p. 12-13]
 - -- CURRENT PROVISION RELOCATED WITHOUT CHANGE ... The clarification that the contract approval policy does not apply to purchasing documents, which are processed in accordance with state laws and regulations that govern such purchases. [see Sec. 07.12.3.e on p. 14]

Changes also are needed to the sections on <u>audits</u> (Section 07.02 ... see p. 3-4) and on <u>fraud policy</u> (Section 07.03 ... see p. 5) to conform those policies to the following changes in statute made by S.B. 20:

Per new Section 51.9337(b)(2), Texas Education Code: "The board of regents of an institution of higher education by rule shall establish for each institution under the management and control of the board: ... (2) policies for the internal investigation of suspected defalcation, misappropriation, and other fiscal irregularities and an institutional or systemwide compliance program designed to promote ethical behavior and ensure compliance with all applicable policies, laws, and rules governing higher education, including research and health care to the extent applicable; ..."

Per new Section 51.9337(g), Texas Education Code: "The board of regents of an institution of higher education shall adopt standards for internal audits conducted by the institution to provide a systematic, disciplined approach to evaluate and improve the effectiveness of the institution's risk management, control, and governance processes related to contracts and to require risk-based testing of contract administration. The internal auditor must have full and unrestricted access to all institutional property, personnel, and records. An internal auditor must report directly to the board of regents in accordance with Chapter 2102, Government Code."

Per new Section 51.9337(h), Texas Education Code: "The chief auditor of an institution of higher education shall annually assess whether the institution has adopted the rules and policies required by this section and shall submit a report of findings to the state auditor. In auditing the purchase of goods and services by the institution, the state auditor shall determine whether an institution has adopted the required rules and policies."

Section 07.02, Regents' Rules, is proposed to be amended as follows:

07.02 Audits.

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07.02.4 Organizational responsibility and reporting relationships.

a. The OAS [Office of Audit Services] is established by the board in accordance with the Texas Internal Auditing Act ("the Act"). The board, through the Audit Committee, is responsible for the employment, compensation, and dismissal of a Chief Audit Executive (the "CAE") to manage the affairs of the OAS. The chancellor has the authority to make recommendations to the Audit Committee on the employment and dismissal of the CAE. The CAE reports: directly to the board; functionally [to the board] through the Audit Committee; and administratively to the chancellor.

[required by Sec. 51.9337(g), Education Code]

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- O7.02.6 Scope of work. The comprehensive scope of work of the OAS is to determine if the TTU system's network of risk management, control, and governance processes is functioning in a manner that will enable goals and objectives of the TTU system to be met and to evaluate and improve the effectiveness of the TTU system's risk management, control, and governance processes related to contracts and to perform risk-based testing of contract administration. [required by Sec. 51.9337(g), Education Code]
- 07.02.7 Accountability and responsibility. The CAE, in the discharge of his or her duties, shall be responsible and accountable to the board through the Audit Committee to:
 - \bullet
 - m. assist in the investigation of suspected fraudulent activities within the TTU system and keep appropriate management, the chancellor, and the board, through the Audit Committee, informed of such investigations; [and]
 - n. coordinate any external audit or investigative effort performed by certified public accountants, the state auditor's office, or other auditors; this coordination may include scheduling of entrance and exit conferences, assisting with fieldwork, and/or reviewing management responses to findings and recommendations of the external auditors; and
 - o. annually assess whether the TTU system has adopted the rules and policies required by Section 51.9337, *Texas Education Code*, and submit a report of findings to the Texas State Auditor's Office. [required by Sec. 51.9337(h), Education Code]

Section 07.03, Regents' Rules, is proposed to be amended as follows:

07.03 Fraud policy.

•••

07.03.2 A fraudulent act may be an illegal, unethical, improper, or dishonest act, including but not limited to:

• • •

b. misappropriation, <u>defalcation</u>, misapplication, <u>and other fiscal irregularities</u>, <u>and</u> destruction, removal, or concealment of property; [required by Sec. 51.9337(b)(2), Education Code]

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Section 07.12, Regents' Rules, is proposed to be amended as follows:

07.12 Contracting policies and procedures.

07.12.1 General.

- a. This policy shall establish the authority for the board and authorized TTU system personnel to approve, sign, and execute contracts committing the TTU system to any approved act.
- b. Written contracts shall be executed whenever a TTU system component enters into a binding agreement with another party which involves any material consideration.
- c. Contracts include, but are not limited to: letter agreements, cooperative agreements, memorandums of understanding, interagency contracts, grants, loans, easements, licenses, leases, permits and restrictions on acceptances of gifts and bequests. Other parties include, but are not limited to: federal, state and local agencies, nonprofit organizations, private businesses, corporations, partnerships and individuals.
- d. Applicability of policy.

- (1) This policy shall apply to all contracts for the initial periods and for amendments or extensions thereto. For the purpose of determining whether a contract requires the approval of the board, any option(s) to extend or renew a contract shall be counted in the overall term of the contract. For example, a contract for a lease of land for three years that has an option to extend the lease for an additional three years shall be considered to be a lease of land for more than four years.
- (2) This policy shall also apply to, but not be limited to: cooperative agreements with affiliated and nonaffiliated hospitals and other health care agencies, private corporations, sole proprietorships, federal agencies, private partnerships, and individuals.

[The following provision is moved without any change in wording to new Sec. 07.12.3.e (see p. 14).]

- e. [This contracting policy does not apply to purchasing documents, which shall be processed in accordance with state law and purchasing regulations. State law delegates certain purchasing authority to the respective purchasing agents at the various state agencies in Texas. The purchasing agents are charged with ensuring that these purchases are processed in accordance with state bidding requirements, sole source purchasing restrictions, and statewide or consortium purchasing contracts for certain commodities.]
- [£] In the event a contract executed under other provisions of this policy is subsequently found to be required by law or by this policy to be approved by and/or executed by the board, the contract shall continue to be in full force and effect, but shall be submitted for ratification at the next available board meeting.
- <u>f.</u> [g.] Approval and signature execution of a contract pursuant to the provisions of this policy constitutes approval to establish an operating budget, which shall not exceed the consideration of the contract. The operating budget then shall be considered approved in accordance with the provisions of Section 07.04, *Regents' Rules*, and related implementing procedures.
- g. [h.] Contracts shall not be divided to fall within lower levels of approval.

07.12.2 Board approval.

a. Upon recommendation of the chancellor, board approval is required for contracts that involve a stated or implied consideration that totals in excess of \$1,000,000 over the entire term of the contract [per annum], unless a different consideration is specified by this policy. This requirement is applicable to both cash and non-cash considerations.

[The following provision is moved without any change in wording to new Sec. 07.12.3.b (see p. 12).]

[b. The board delegates to the presidents the authority to approve the proposals and execute and sign contracts for sponsored program projects in excess of \$1,000,000 per annum. Sponsored program projects are those grants, contracts, and cooperative agreements from either the public or private sectors that support research, instructional, and service projects. A list of such contracts for sponsored program projects in excess of \$1,000,000 per annum shall be provided to the board as an information item at the next regular board meeting.]

[The following provision is moved without any change in wording to new Sec. 07.12.3.c (see p. 12).]

[c. The board delegates to the chancellor and the presidents the authority to execute and sign contracts related to minor construction projects for TTUSA and the component institutions, respectively, as defined by Section 08.01.4, Regents' Rules.]

[The following provision is moved without any change in wording to new Sec. 07.12.3.d (see p. 12-13).]

[d. Contracts that provide for the services of a consultant.

- (1) Consulting contracts with an initial consideration in excess of \$25,000:
 - (a) Upon recommendation of the chancellor, board approval is required prior to the execution of a consulting contract with an initial consideration in excess of \$25,000 and prior to the execution of all modifications that increase the consideration of such a contract.
 - (b) Upon recommendation of the chancellor, a consulting contract with an initial consideration in

excess of \$25,000 may be executed prior to approval by the board if:

- i. the contract includes a provision that limits the total amount to be paid to the consultant to no more than \$25,000 unless and until such time as the board has approved the agreement; and
- ii. the chair and chair of the Finance and Administration Committee authorize execution of the agreement in advance of approval by the board.
- (2) Consulting contracts with an initial consideration of \$25,000 or less:
 - (a) Board approval is not required, but notice of the proposed contract must be provided to the chair and the chair of the Finance and Administration

 Committee prior to execution of the contract.
 - (b) A report of the contract shall be provided as an Information Agenda item at the next board meeting.
 - (c) Approval of the board is required prior to execution for any modification to a consulting contract where the initial consideration was \$25,000 or less and the modification will cause the total consideration to exceed \$25,000.
- (3) For the purposes of Section 07.12.2.d, Regents' Rules, a search firm is a service provider and is not deemed to be a consultant.]
- <u>b.</u> [e.] Contracts involving a sale or lease of land and/or improvements thereon, or a commitment of funds or other resources for more than four years.
 - (1) Upon recommendation of the chancellor, board approval is required for the following contracts or agreements:
 - (a) contracts that involve:
 - i. a sale or purchase of land and/or improvements thereon by a TTU system entity, or

- ii. a lease of land and/or improvements thereon for more than four years, where a TTU system entity is either the lessor or the lessee;
- (b) contracts that involve a commitment of funds or other resources for more than four years.
- (2) Contracts that may be terminated without cause with notice of 120 days or less are excepted from the requirements of Section [07.12.2.e(1)] 07.12.2.b(1), Regents' Rules.
- c. [f.] Employment contracts and agreements.
 - (1) Employment contracts or agreements include but are not limited to letters of agreement and memoranda of understanding.
 - (2) Except as provided in Section [07.12.2.f(3)] 07.12.2.c(3) herein, employment agreements that contain one or more of the following provisions must be approved by the board:
 - (a) employment contracts having a total compensation (including cash and non-cash considerations) over the entire term of the contract of more than \$1,000,000;
 - (b) employment contracts having a term longer than four (4) years;
 - (c) employment contracts that allow for settlement or other payments on the termination of the contract to exceed an amount equal to the discounted net present cash value of the contract on termination at the U.S. Treasury rate that matches the remaining term of the contract;
 - (d) employment contracts allowing for development leave that is inconsistent with Section 04.05, *Regents' Rules*, and/or institutional operating policies; or

- (e) employment contracts awarding tenure in any way that varies from the applicable operating policies on the award of tenure.
- (3) The following are excepted from the requirements of Section [07.12.2.f(2)] 07.12.2.c(2), Regents' Rules:
 - (a) Employment agreements for the chancellor or presidents shall be governed by Sections 02.01.2 and 02.03.1.b(2) of the *Regents' Rules*, respectively.
 - (b) Athletic employment agreements.
 - i. Athletic directors and head coaches. Employment contracts and employment contract modifications and extensions for athletic directors and head coaches of intercollegiate athletics programs do not require the approval of the board if: the total compensation (including cash and non-cash considerations) over the entire term of the contract is \$2,000,000 or less; and the term of the contract does not exceed five (5) years. For athletic directors, such contracts, modifications, and extensions shall receive the final approval of the president, with prior notification to the chancellor. For head coaches, such contracts, modifications, and extensions shall have the recommendation of the athletic director and receive the final approval of the president, with prior notification to the chancellor.
 - ii. Assistant coaches. Employment contracts and employment contract modifications and extensions for assistant coaches of intercollegiate athletics programs do not require the approval of the board if: the total compensation (including cash and non-cash considerations) over the entire term of the contract is \$1,000,000 or less; and the term of the contract does not exceed three (3) years. Such contracts, modifications, and extensions shall have the recommendation of the athletic director and

- receive the final approval of the president, with prior notification to the chancellor.
- (c) Health-related institution faculty employment contracts. For such contracts, only the portion of the faculty member's salary that is funded by the State of Texas shall be counted in the compensation total. Further, for such contracts that would require the approval of the board under Section [07.12.2.f(2)]<u>07.12.2.c(2)</u>, when it is not feasible or practical to delay action until the next scheduled regular or special called meeting of the board and upon the recommendation of the chancellor, approval of the contract may be given by the chair or the chair of the Finance and Administration Committee. Contracts approved in this manner shall be reported to the board as an information item at the next board meeting.
- d. [g.] Upon recommendation of the chancellor, board approval is required for contracts involving the initial placement of vending machines, games, or any other coin operated food, refreshment and amusement devices placed in service in any facility owned, operated, or controlled by the TTU system. The president, or the president's designee, is delegated the authority to determine and approve the location of vending machines, games, or other coin operated food, refreshment and amusement devices placed in all buildings and property under the charge and control of the president's institution.
- e. [h.] Unless prohibited by law and upon recommendation of the chancellor, when an emergency or exigent circumstances exist and it is not feasible or practical to convene a quorum of the board within the time in which action is needed, approval may be given for a contract by verbal approval of the chair or of the chair of the Finance and Administration Committee. Contracts approved in this manner shall be presented to the board as an information item at the next board meeting.
- <u>f.</u> [<u>i.</u>] Contracts approved by the board shall be executed as specified in the board order.

07.12.3 Board delegation of authority.

a. Notwithstanding Section 07.12.2.a, *Regents' Rules*, contracts that involve a stated or implied consideration that total in excess of \$1,000,000 over the entire term of the contract but the per annum amount is less than \$1,000,000 shall be approved by the chancellor or president, as appropriate. This requirement is applicable to both cash and non-cash considerations.

[The language of the following subsection is identical to the previous Sec. 07.12.2.b (see p. 7).]

b. Notwithstanding Section 07.12.2.a, Regents' Rules, the board delegates to the presidents the authority to approve the proposals and execute and sign contracts for sponsored program projects in excess of \$1,000,000 per annum. Sponsored program projects are those grants, contracts, and cooperative agreements from either the public or private sectors that support research, instructional, and service projects. A list of such contracts for sponsored program projects in excess of \$1,000,000 per annum shall be provided to the board as an information item at the next regular board meeting.

[The language of the following subsection is identical to the previous Sec. 07.12.2.c (see p. 7).]

c. The board delegates to the chancellor and the presidents the authority to execute and sign contracts related to minor construction projects for TTUSA and the component institutions, respectively, as defined by Section 08.01.4, Regents' Rules.

[The language of the following subsection is identical to the previous Sec. 07.12.2.d (see p. 7-8).]

- d. Contracts that provide for the services of a consultant.
 - (1) Consulting contracts with an initial consideration in excess of \$25,000:
 - (a) Upon recommendation of the chancellor, board approval is required prior to the execution of a consulting contract with an initial consideration in

- excess of \$25,000 and prior to the execution of all modifications that increase the consideration of such a contract.
- (b) Upon recommendation of the chancellor, a consulting contract with an initial consideration in excess of \$25,000 may be executed prior to approval by the board if:
 - i. the contract includes a provision that limits the total amount to be paid to the consultant to no more than \$25,000 unless and until such time as the board has approved the agreement; and
 - ii. the chair and chair of the Finance and Administration Committee authorize execution of the agreement in advance of approval by the board.
- (2) Consulting contracts with an initial consideration of \$25,000 or less:
 - (a) Board approval is not required, but notice of the proposed contract must be provided to the chair and the chair of the Finance and Administration

 Committee prior to execution of the contract.
 - (b) A report of the contract shall be provided as an Information Agenda item at the next board meeting.
 - (c) Approval of the board is required prior to execution for any modification to a consulting contract where the initial consideration was \$25,000 or less and the modification will cause the total consideration to exceed \$25,000.
- (3) For the purposes of Section 07.12.3.d, *Regents' Rules*, a search firm is a service provider and is not deemed to be a consultant.

[The language of the following subsection is identical to the previous Sec. 07.12.1.e (see p. 6).]

e. This contracting policy does not apply to purchasing documents, which shall be processed in accordance with state law and purchasing regulations. State law delegates certain purchasing authority to the respective purchasing agents at the various state agencies in Texas. The purchasing agents are charged with ensuring that these purchases are processed in accordance with state bidding requirements, sole source purchasing restrictions, and statewide or consortium purchasing contracts for certain commodities.

<u>07.12.4</u> [07.12.3] Chancellor's approval.

- a. Approval of the chancellor is required for TTUSA contracts that involve a stated or implied consideration of \$1,000,000 or less.
 This requirement is applicable to both cash and non-cash considerations.
- b. TTUSA contracts may be signed by the chancellor or the chancellor's designee.

<u>07.12.5</u> [07.12.4] President's approval.

- a. Approval of the president is required for all component institution contracts that involve a stated or implied consideration of \$1,000,000 or less per annum. This requirement is applicable to both cash and non-cash considerations. Provisions in the *Regents' Rules* regarding employment contracts shall govern the approval of those employment contracts.
- b. Approval of the president is required for all component institution contract renewals or amendments. A list of those renewal contracts in excess of \$1,000,000 per annum, including the amount of the contract, shall be provided to the board as an information item at the next board meeting.
- c. Component institution contracts may be signed by the president or by the president's designee.

$\underline{07.12.6}$ [$\underline{07.12.5}$] Required approvals summary.

Contract Terms	Regents' Rules Section Citation	Approval Required
Contracts in excess of \$1,000,000 [per year] over the entire term of the contract	07.12.2.a	Board
Contracts in excess of \$1,000,000 total but less than \$1,000,000 per annum	<u>07.12.3. a</u>	Chancellor or President, as appropriate
Contracts for real property: sale or purchase; and lease for more than 4 years (unless the contract can be terminated without cause with notice of 120 days or less)	[07.12.2.e(1)(a)] <u>07.12.2.b(1)(a)</u>	Board
Contracts in excess of four years (unless the contract can be terminated without cause with notice of 120 days or less)	[07.12.2.e(1)(b)] <u>07.12.2.b(1)(b)</u>	Board
Contracts for minor construction projects	[07.12.2.e] <u>07.12.3.c</u>	Chancellor (for TTUSA projects) or President (for institutional projects)
Consulting contracts in excess of \$25,000 [per annum], and all modifications that increase such contracts	[07.12.2.d(1)] 07.12.3.d(1)	Board
Consulting contracts of \$25,000 or less [per annum]	[07.12.2.d(2)] <u>07.12.3.d(2)</u>	Chancellor or President, as appropriate – with prior notice to chairs of Board and F&A Cmte
Contracts with search firms (so long as [where] contract amount does not exceed \$1.0 million per year)	[07.12.2.d(2)(d)] due to 07.12.3.d(3) and 07.12.3.a: 07.12.4 or 07.12.5	Chancellor (for TTUSA searches) or President (for institutional searches)
Initial contracts for vending machines	[07.12.2.g] <u>07.12.2.d</u>	Board
Location of vending machines	[07.12.2.g] <u>07.12.2.d</u>	President
TTUSA contracts of \$1,000,000 or less per year	07.12.3 <u>.a and</u> 07.12.4	Chancellor
Component institution contracts of \$1,000,000 or less per year; amendment or renewal of such component institution contracts	[07.12.4] <u>07.12.3.a and</u> <u>07.12.5</u>	President
Sponsored program project contracts	[07.12.2.b] <u>07.12.3.b</u>	President
Employment contracts	[see Appendix A]	varies

APPENDIX A – summary of employment agreement approvals (per Sec. [07.12.2.f] 07.12.2.c. Regents' Rules)

BOARD APPROVAL REQUIRED	per Section	BOARD APPROVAL NOT REQUIRED
	07.12.2 💠	
If <u>any</u> of the following provisions apply, the agreement must be approved by the Board:		<u>All</u> of the following provisions must apply for the agreement to be exempt from Board approval:
• Total compensation over the entire term of the contract exceeds \$1.0 million.	← [f(2)(a)] → c(2)(a)	\bullet Total compensation over the entire term of the contract is \$1.0 million or less.
• Term is longer than 4 years.	← [f(2)(b)] → c(2)(b)	• Term is 4 years or less.
• Termination payment exceeds an amount equal to the discounted net present cash value of the contract upon termination at the U.S. Treasury rate that matches the remaining term of the contract.	← [f(2)(c)] → c(2)(c)	 Termination payment does <u>not</u> exceed an amount equal to the discounted net present cash value of the contract upon termination at the U.S. Treasury rate that matches the remaining term of the contract.
 Contract allows for development leave inconsistent with Regents' Rules or institutional operating policies. 	$\leftarrow [f(2)(d)] \Rightarrow c(2)(d)$	 Contract does not allow development leave inconsistent with Regents' Rules or institutional operating policies.
 Contract awards tenure in any way other than as provided in Board-approved operating policies. 	← [f(2)(e)] → c(2)(e)	 Contract does <u>not</u> award tenure in any way other than as provided in Board-approved operating policies.
Chancellor or President contract. [see Sections 02.01.2 and 02.03.1.b(2), respectively]	← [f(3)(a)] c(3)(a)	
Athletic director or head coach contract if: • total compensation over the entire term of the contract exceeds \$2.0 million; OR • term exceeds 5 years.	← [f(3)(b)i] → c(3)(b)i	Athletic director or head coach contract if: • total compensation over entire term of the contract is \$2.0 million or less; AND • term is 5 years or less. [President approves, and Chancellor gets prior notice.]
Assistant coach contract if: • total compensation over the entire term of the contract exceeds \$1.0 million; OR • term exceeds 3 years.	← [f(3)(b)#] → c(3)(b)ii	Assistant coach contract if: • total compensation over the entire term of the contract is \$1.0 million or less; AND • term is 3 years or less. [President approves, and Chancellor gets prior notice.]
Health-related institution faculty contract if: any of the general thresholds shown above are exceeded but: • only state-funded compensation is counted; and • a process for quick approval is provided when needed.	← [f(3)(e)] → c(3)(c)	Health-related institution faculty contract if: none of the general thresholds provided in Sec. $[\theta 7.12.2.2.6(2)]$ are exceeded.

Chapter 03 -- Personnel

S.B. 20 requires the code of ethics for a public institution of higher education to have "a policy governing the use of institutional resources."

Accordingly, Section 03.01.2.e, *Regents' Rules*, needs to be amended as follows:

03.01.2 Ethical behavior. Officers and employees shall:

- a. put forth honest effort in the performance of their duties;
- b. not make unauthorized commitments or promises of any kind purporting to bind the TTU system or any of its components;
- c. not use their public offices for private gain;
- d. act impartially and not give preferential treatment to any private or public organization or individual;
- e. protect and conserve public property, including all institutional resources, and shall not use it for anything other than authorized activities;
- f. promptly disclose waste, fraud, abuse, and corruption to appropriate authorities;
- g. adhere to all laws, regulations, and policies that provide equal opportunity for all persons regardless of race, color, religion, sex, national origin, age, physical or mental disability, Vietnam era or special disabled veteran status; and
- h. endeavor to avoid any actions that would create the appearance that they are violating the law or the ethical standards of the TTU system.

Chapter 02 -- Administration

S.B. 20 requires a public institution of higher education to have "... an institutional or systemwide compliance program designed to promote ethical behavior and ensure compliance with all applicable policies, laws, and rules governing higher education, including research and health care to the extent applicable."

It is proposed that the responsibility for development and implementation of this new requirement be a duty of both:

- -- the Chancellor, for system-wide compliance; and
- -- each institutional president, for compliance at the president's institution.

Accordingly, the following sections of Chapter 02, Regents' Rules, need to be amended as follows:

02.01 Chancellor.

 \bullet \bullet

02.01.3 Primary duties. The chancellor, where specifically delegated by the board, is authorized to exercise the powers and authorities of the board in the governance of the TTU system. The chancellor will act through the appropriate officers of the TTU system regarding the matters delegated to them. The chancellor, however, shall not be precluded from direct participation and communication with any TTU system officers, staff, faculty members, or groups. The major duties of the chancellor include:

• • •

- m. directing the establishment of excellent community relations not only in those communities where the TTU system has a presence but also throughout the state; [and]
- n. development and implementation of programs and policies that promote ethical behavior and ensure compliance with all applicable policies, laws, and rules governing public higher education in Texas, including research and health care to the extent applicable; and
- o. carrying out such other duties as may be assigned by the board.

02.04 Component institution presidents

• • •

02.04.2 Presidents' authority. Within the policies and regulations of the board – which provide that the component institution president reports to and is responsible to the chancellor, with the component institution president having access to the board and the board having access to the component institution president – the president has general authority and responsibility for the administration of the component institution. Specifically, the president is expected, with the appropriate participation of the staff, to:

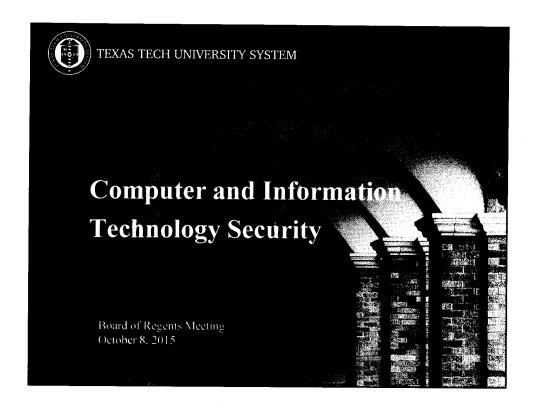
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- n. develop and implement plans and policies to ensure that the component institution remains in compliance with any accreditation requirements appropriate to the institution or its programs, including, for the health components and those academic components with student health services, the accreditation of hospitals, clinics, and patient-care facilities; [and]
- o. develop and implement programs and policies that promote ethical behavior and ensure compliance with all applicable policies, laws, and rules governing public higher education in Texas, including research and health care to the extent applicable; and
- <u>p.</u> carry out all other duties and responsibilities assigned to the president by the board or the chancellor.

Technical adjustments in Chapter 02 due to the changes proposed for Chapter 07:

The changes proposed for Chapter 07 in this document would re-number some of the sections in that chapter, and there are two sections in Chapter 02 that include a citation to a particular Chapter 07 section that is being re-numbered.

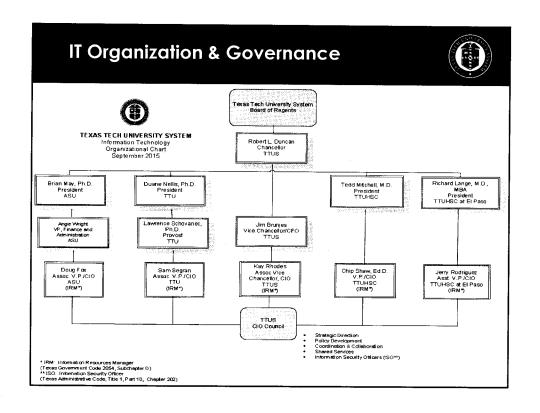
Accordingly, the following conforming change would be made in both **Sec. 02.03.2.c** and **Sec. 02.03.3.b**: "[07.12.2.f] 07.12.2.c".

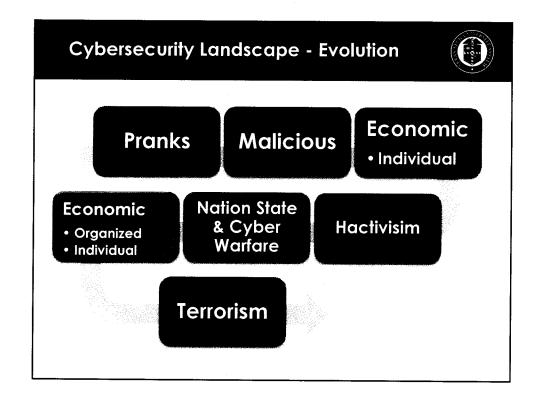


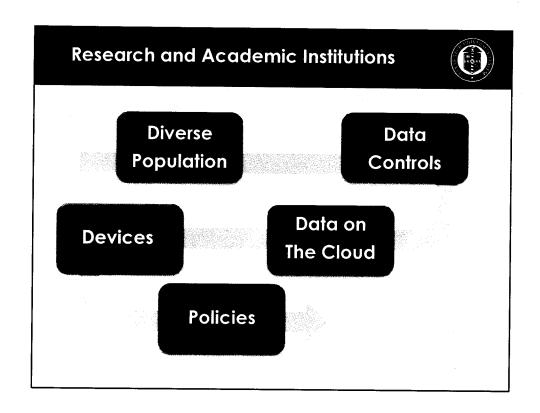
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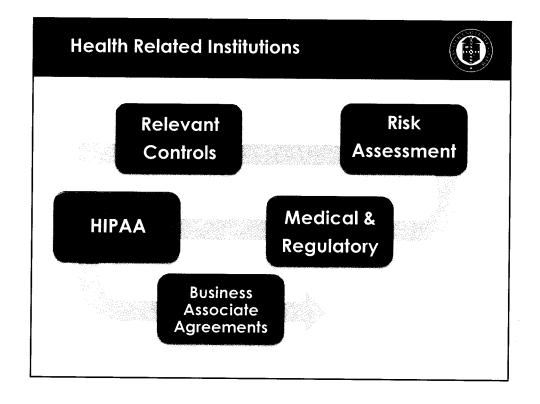


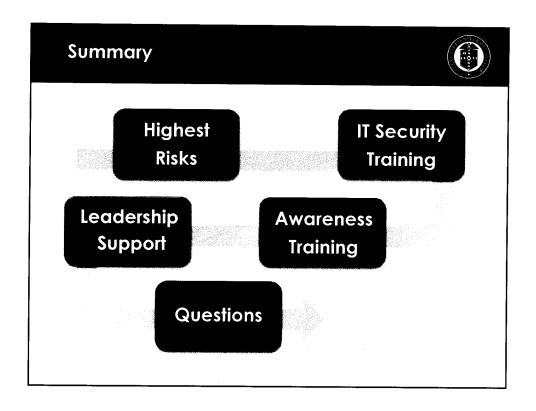
- Information Resources, IT Governance, Collaborations
 - Kay Rhodes
- Data Security Introduction
 - Sam Segran
- Research and Academic Institutions
 - · Sam Segran
 - Doug Fox
- Health Related Institutions
 - · Chip Shaw
 - · Jerry Rodriguez
- Summary
 - · Kay Rhodes













Office of the General Counsel

MEMORANDUM

TO:

Board of Regents

CC:

Chancellor Duncan

Ben Lock

FROM:

John Huffaker, Vice Chancellor and General Counsel

SUBJECT:

ACS Committee Item Number 14: Sexual Assault Policies

DATE:

October 01, 2015

Item number 14 on the agenda for the ACS Committee relates to recent Texas legislation enacted as Texas Education Code Sect. 51.9363. Under that provision, each of our institutions are required to adopt a policy on campus sexual assault. The policy must include: (1) definitions of prohibited behavior; (2) sanctions for violations; and (3) the protocol for reporting and responding to reports of campus sexual assault. The legislation also requires that such policy be available to students, faculty and staff members through handbooks and websites. In addition, undergraduate institutions are required to provide orientation to "each entering freshman or undergraduate transfer student" during their first semester or term.

Each of our institutions already had various policies regarding sexual misconduct. Sexual misconduct not only raises issues regarding student behavior and rights, but also may implicate federal non-discrimination statutes when the behavior is between employees.

With the hope of bringing some consistency to our universities, both in student related policies and employee related policies a working committee has now promulgated two template policies:

- Sexual Harassment, Sexual Assault, Sexual Misconduct, and Title IX Policy and Complaint Procedure (here represented by proposed TTU OP 40.03)
- 2. Non-Discrimination and Anti-Harassment Policy and Complaint Procedure for Violations of Employment and Other Laws (here represented by proposed TTU OP 40.02)

Each of the policies have adopted definitions of prohibited behavior. Proposed Operating Policy 40.03 is the policy particularly related to sexual misconduct issues for both students and employees and contains extensive definitions and procedures for reporting incidents. It also provides information on how complaints are processed with links to more detailed descriptions

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and sanctions information in student and faculty codes and university policies. For more defined of 27 information, should it be desired, we have attached a copy of the proposed policy as Exhibit A.

Proposed Operating Policy 40.02 is broader in that it prohibits all forms of illegal discriminatory behavior, not just discriminatory behaviors based on sex. Proposed Operating Policy 40.02 applies to both students and employees. On this policy as well, more detailed information is available as **Exhibit B**.

In our opinion, the revised Operating Policies combined with the detailed statements of procedures and sanctions found in student codes of conduct fully comply with the requirements of Education Code Sect. 51.9363.

The Board will be asked to approve these two template policies for enactment at each of our four institutions subject to minor modifications as may be necessary for titles, personnel offices and the like. The agenda item also requests authority to make such conforming changes, as may be required, to the institutions' codes of student conduct.

Exhibit A Proposed OP 40.03



TEXAS TECH UNIVERSITY

Operating Policy and Procedure

TTU OP:

40.03, Sexual Harassment, Sexual Assault, Sexual Misconduct, and Title IX Policy and

Complaint Procedure

DATE:

[Date]

PURPOSE:

This policy provides information regarding the University's prevention and education efforts related to sex discrimination, sexual harassment, nonconsensual sexual contact, nonconsensual sexual intercourse, sexual assault, sexual exploitation, public indecency, Sexual Misconduct, interpersonal violence, and stalking. The policy provides students and employees with their rights and options and also explains how the University will proceed once it is made aware of allegations of prohibited conduct in keeping with the University's values and in order to meet the legal obligations of Title VII, Title IX, the Violence Against Women Act (VAWA), the Campus Sexual Violence Elimination Act (SaVE), Texas Education Code, Section 51.9363, and other applicable law.

REVIEW:

This Operating Policy/Procedure (OP) will be reviewed in October of odd-numbered years by the managing director of the Office of Equal Employment Opportunity (EEO), the Title IX Coordinator, the Dean of Students, and if different than the Title IX Coordinator, the Assistant Vice President of Human Resources with recommended revisions forwarded to the Associate Vice President for Administration and Chief of Staff to the President. Any substantive changes to this policy must be approved by the Board of Regents.

POLICY/PROCEDURE

The University is committed to providing and strengthening an educational, working, and living environment where students, faculty, staff, and visitors are free from sex discrimination of any kind. In accordance with Title VII, Title IX, the Violence against Women Act (VAWA), the Campus Sexual Violence Elimination Act (SaVE), and other federal and state law, the University prohibits discrimination based on sex and other types of Sexual Misconduct. Sexual Misconduct is a broad term encompassing all forms of gender-based harassment or discrimination and unwelcome behavior of a sexual nature. The term includes sexual harassment, nonconsensual sexual contact, nonconsensual sexual intercourse, sexual assault, sexual exploitation, stalking, public indecency, interpersonal violence, sexual violence, and any other misconduct based on sex. Any acts that fall within the scope of this policy hereinafter are referred to as Sexual Misconduct.

While sexual orientation and gender identity are not explicitly protected categories under state or federal law, it is the University's policy not to discriminate in employment, admission, or use of programs, activities, facilities, or services on this basis. Discriminatory behavior is prohibited regardless of the manner in which it is exhibited, whether verbally, in writing, by actions, or electronically displayed or conveyed.

This policy applies to all University students and employees, visitors, applicants for admission to or employment with the University, as well as University affiliates and others conducting business on

campus. This policy will apply to on-campus and off-campus conduct of which the University is made aware and which adversely impacts the educational and employment environments of the University. The University will take all reasonable steps to prevent recurrence of any Sexual Misconduct and remedy discriminatory effects on the Reporting Party and others, if appropriate.

All complaint investigations and procedures will be non-adversarial in nature and will be conducted in a prompt, fair, and impartial manner. Investigations conducted under this policy are not criminal investigations. For all complaints under this policy, the burden of proof shall be a preponderance of the evidence, which means more likely than not.

The University expects all members of the University Community to comply with the law. Members of the University Community who violate these policies and laws may be subject to disciplinary action, up to and including termination of employment, expulsion from the University, or being barred from University premises and events.

For complaints relating to any form of discrimination not covered by this policy, see OP 51.02: Non-Discrimination and Anti-Harassment Policy and Complaint Procedure for Violations of Employment and Other Laws.

1. **Definitions**

For purposes of this policy, the definitions below apply. However, some of these terms are also defined under state law. If a person would like to file criminal charges for any alleged violations of criminal law, the definitions provided in the links below may apply. Additionally, illustrative examples of some of these defined terms may be found at http://www.titleix.ttu.edu.

a. **Consent** – Mutually understandable words or actions, actively communicated both knowingly and voluntarily, that clearly conveys permission for a specific activity.

Consent is not effective if it results from: (a) the use of physical force, (b) a threat of physical force, (c) intimidation, (d) coercion, (e) incapacitation, or (f) any other factor that would eliminate an individual's ability to exercise his or her own free will to choose whether or not to engage in sexual activity.

Consent is also defined in the context of criminal sexual assault in the Texas Penal Code, Chapter 22, Section 22. 011 (http://www.statutes.legis.state.tx.us/Docs/PE/htm/PE.22.htm#22.011).

- b. **Employee** Any person who receives a W-2 from the University, including full and part-time faculty, staff, and students.
- c. **Incapacitation** A state of being that prevents an individual from having capacity to give consent. For example, incapacitation could result from the use of drugs or alcohol, a person being asleep or unconscious, or because of an intellectual or other disability.
- d. **Interpersonal Violence** An offense that meets the definition of domestic violence or dating violence:
 - **Domestic Violence** Abuse or violence committed by a current or former spouse or intimate partner of the Reporting Party, by a person with whom the Reporting Party shares a child in common, by a person with whom the Reporting Party is cohabiting

(or has cohabited) with a spouse or intimate partner, by a person similarly situated to a spouse of the Reporting Party under the domestic or family violence laws of the State of Texas, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of Texas.

Domestic Violence is also defined in Texas Family Code, Chapter 71, Section 71.004 (http://www.statutes.legis.state.tx.us/docs/FA/htm/FA.71.htm#71.004).

• Dating Violence – Abuse or violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the Reporting Party. The existence of such a relationship will be determined based on the Reporting Party's statement and with consideration of the type and length of the relationship and the frequency of interaction between the persons involved in the relationship. Two people may be in a romantic or intimate relationship regardless of whether the relationship is sexual in nature; however, neither a casual acquaintance nor ordinary fraternization between two individuals in a business or social context shall constitute a romantic or intimate relationship. This definition does not include acts covered under domestic violence.

Dating Violence is also defined in Texas Family Code, Chapter 71, Section 71.0021 (http://www.statutes.legis.state.tx.us/docs/FA/htm/FA.71.htm#71.0021).

- e. **Public Indecency** Engaging in private or sexual acts in a publicly viewable location, such that it is offensive to accepted standards of decency including, but not limited to:
 - Exposing one's genitals or private areas;
 - Public urination;
 - Defecation; and/or
 - Public sex acts.
- f. **Reporting Party** A person or entity (in the case of the University) who submits a complaint alleging a violation of this policy.
- g. **Responding Party** Generally, the Responding Party is the person who is alleged to be responsible for the prohibited conduct alleged in a complaint.
- h. **Responsible Employee** A University employee who has the authority to take action to redress an alleged violation of this policy; who has been given the duty of reporting such allegations to the University Title IX Coordinator or Title IX Deputy Coordinators; or whom an individual could reasonably believe has this authority or duty.

Responsible Employees include, but are not limited to:

- Administrators;
- Academic advisors;
- Coaches, and other athletic staff who interact directly with students;
- Faculty members, including professors, adjuncts, lecturers, instructors, and teaching assistants;
- Student services personnel;

- Graduate research assistants;
- Residence life or community advisors;
- Student organization advisors;
- All supervisory personnel;
- Human Resources personnel; and
- The Texas Tech Police Department.
- i. **Sex Discrimination** An act that deprives a member of the University Community of his or her rights of access to campuses and facilities and of participation in education, services, programs, operations, employment, benefits or opportunities with the University on the basis of the person's sex.
- j. Sexual Misconduct A broad term encompassing all forms of gender-based harassment or discrimination and unwelcome behavior of a sexual nature. The term includes sexual harassment, nonconsensual sexual contact, nonconsensual sexual intercourse, sexual assault, sexual exploitation, stalking, public indecency, interpersonal violence, sexual violence, and other misconduct based on sex.
- k. Sexual Assault Any type of sexual contact or behavior that occurs without the explicit consent of the recipient. Sexual Assault includes non-consensual sexual contact and nonconsensual sexual intercourse.
 - (1) Non-Consensual Sexual Contact Intentional sexual touching, however slight, with any object or part of one's body of another's private areas without consent. Sexual Contact includes:
 - Intentional contact with the breasts, buttock, groin, or genitals;
 - Touching another with any of these body parts;
 - Making another touch you or themselves with or on any of these body parts; or
 - Any other intentional bodily contact in a sexual manner.
 - (2) **Non-Consensual Sexual Intercourse** Sexual penetration or intercourse, however slight, with a penis, tongue, finger, or any object, and without consent. Penetration can be oral, anal, or vaginal.

The following offenses are examples of sexual assault: rape, incest, fondling, and statutory rape.

- Rape The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the Reporting Party.
- **Incest** Non-forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- Fondling The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the Reporting Party, including instances where the Reporting Party is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity
- Statutory Rape Non-forcible sexual intercourse with a person who is under the statutory age of consent.

Sexual Assault is also defined in Texas Penal Code, Chapter 22, Section 22.011 (http://www.statutes.legis.state.tx.us/Docs/PE/htm/PE.22.htm#22.011).

- 1. **Sexual Exploitation** Taking nonconsensual or abusive sexual advantage of another for the benefit of oneself or a third party. Prohibited behavior includes, but is not limited to:
 - Purposeful recording, distribution, or dissemination of sexual or intimate images or recordings of another person without that person's full knowledge or consent;
 - Sexual voyeurism;
 - Inducing another to expose one's genitals or private areas;
 - Prostituting another; or
 - Knowingly exposing someone to or transmitting a sexually transmitted disease.
- m. **Sexual Harassment** Unwelcome verbal, written, or physical conduct of a sexual nature when:
 - (1) Submission to such conduct is made either explicitly or implicitly a term or condition of employment or education;
 - (2) Submission to or rejection of such conduct is used as a basis for decisions affecting employment or education; or
 - (3) Such conduct has the purpose or effect of interfering with the individual's work or educational performance or of creating an intimidating, hostile, or offensive working or educational environment. To constitute an intimidating, hostile, or offensive working or educational environment, the complained of conduct must be either severe or pervasive.

Examples of inappropriate behavior that may constitute unlawful sexual harassment or Sexual Misconduct include, but are not limited to:

- Sexual teasing, jokes, remarks, or questions;
- Sexual looks and gestures;
- Sexual innuendoes or stories:
- Communicating in a manner with sexual overtones;
- Inappropriate comments about dress or physical appearance;
- Inappropriate discussion of private sexual behavior;
- Gifts, letters, calls, emails, online posts, or materials of a sexual nature;
- Sexually explicit visual material (calendars, posters, cards, software, internet, or other multimedia materials);
- Sexual favoritism:
- Pressure for dates or sexual favors;
- Unwelcome physical contact (touching, patting, stroking, rubbing);
- Non-consensual video or audio-taping of sexual activity;
- Exposing one's genitals or inducing another to expose his/her genitals;
- Stalking;
- Domestic or dating violence;
- Non-consensual sexual intercourse, sexual assault, or rape; or
- Other gender-based threats, discrimination, intimidation, hazing, bullying, stalking, or violence.

n. **Stalking** – A course of conduct directed at a specific person that would cause a reasonable person to fear for his/her own safety or the safety of others or would cause that person to suffer substantial emotional distress. A "course of conduct" means two or more acts in which a person directly, indirectly or through third parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person or interferes with a person's property. "Reasonable person" means a reasonable person under similar circumstances and similarly situated to the Reporting Party. "Substantial emotional distress" means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

Stalking is also defined in Texas Penal Code, Chapter 42, Section 42.072 (http://www.statutes.legis.state.tx.us/SOTWDocs/PE/htm/PE.42.htm#42.072).

o. **University Community** – All faculty, staff, and students of and visitors to any University premises or University-affiliated activity.

For acts of sex discrimination, such as denial of employment, wages, or benefits based on sex, that do not constitute Sexual Misconduct as defined in this policy, please see OP 51.02, Non-Discrimination and Anti-Harassment Policy and Complaint Procedure for Violations of Employment and Other Laws.

2. Title IX Coordinator and Equal Employment Opportunity Office

The University has a Title IX Coordinator who oversees the University's compliance with Title IX, which prohibits discrimination based on sex. The University has also designated Title IX Deputy Coordinators for students and employees.

The Dean of Students Office will investigate complaints of Sexual Misconduct by or between students. The Texas Tech University System Office of Equal Employment Opportunity (Office of EEO) will investigate complaints of Sexual Misconduct by or between employees.

CONTACT	PHONE	ADDRESS	EMAIL
TTU Title IX Coordinator University Counsel, Texas Tech Office of the President	806-742-2121	TTU Administration Building, Room 170 Texas Tech Office of the President Texas Tech University System Box 2005 Lubberly, TV 70400	Ronald.phillips@ttu.edu
TTU Title IX Deputy Coordinator for Students Dean of Students	806-742-7233	Lubbock, TX 79409 Suite 201 AA, Student Union Building Dean of Students Office Texas Tech University Lubbock, TX 79409	deanofstudents@ttu.edu
TTU Title IX Deputy Coordinator for Employees Assistant Vice	806-742-3851	160 Doak Conference Center Office of Human Resources Texas Tech University 2518 15 th Street	Jodie.billingsley@ttu.edu

President of Human Resources		Lubbock, TX 79409	
TTU Title IX Deputy Coordinator for Athletics		Athletic Office, Room 109	
Senior Associate Athletics Director and Senior Woman Administrator	806-834-0976	Texas Tech University 2526 6 th Street Lubbock, TX 79409	Judi.henry@ttu.edu
Managing Director of the Office of Equal Employment Opportunity	806-742-3627	Office of Equal Employment Opportunity TTU Administration Building, Room 210 Box 1073 Lubbock, TX 79409	eeo@ttu.edu

3. Reporting Sexual Misconduct

- a. All students, employees, and third parties are strongly encouraged to promptly report any incidents of Sexual Misconduct to the University Title IX Coordinator, Title IX Deputy Coordinators, or Office of EEO.
- b. All students, employees, and third parties may also report incidents of Sexual Misconduct to law enforcement, including on-campus and local police. Reporting Parties may choose to notify law enforcement and will be provided the assistance of a Title IX Coordinator, Title IX Deputy Coordinator, or Office of EEO in contacting these authorities if the individual wishes. For a list of Law Enforcement Agencies, please see Section 13 of this policy. Reporting Parties may also decline to notify law enforcement of incidents of Sexual Misconduct.
- c. An individual who experiences any form of sexual, domestic, or dating violence is encouraged to seek immediate medical care. Also, preserving DNA evidence can be key to identifying the perpetrator in a sexual violence case. Victims can undergo a Sexual Assault Forensic Exam (SAFE) performed by a Sexual Assault Nurse Examiner (SANE) to preserve physical evidence with or without police involvement. If possible, this should be done immediately. If an immediate medical exam is not possible, a SANE may still collect evidence up to 4 days following a sexual assault. With the examinee's consent, the physical evidence collected during this medical exam can be used in a criminal investigation. To undergo a SAFE, go directly to the nearest emergency department that provides SAFE services. For more information about the SAFE, see https://hopelaws.org/ or https://www.texasattorneygeneral.gov/victims/sapcs.shtml#survivors.
- d. An individual who experiences any form of Sexual Misconduct should also preserve other evidence relevant to the complained of activity, such as items of clothing, photographs, phone records, text messages, computer records, and other documents.
- e. If an employee is a Responsible Employee and receives information about Sexual Misconduct, reporting is <u>required</u>. Responsible Employees have a duty to promptly report all known details of incidents of sex discrimination, sexual harassment, nonconsensual

- sexual contact, nonconsensual sexual intercourse, sexual assault, Sexual Misconduct, sexual exploitation, public indecency, interpersonal violence, and stalking to the University Title IX Coordinator, Title IX Deputy Coordinators, or Office of EEO. Responsible Employees are not confidential reporting resources.
- f. Disclosures to licensed clinical and/or mental health professionals acting in their professional role in the provision of services are not subject to the foregoing mandatory reporting requirements. These employees include physicians, psychologists, nurses, counselors, and those performing services under their supervision. These employees are encouraged to provide students or employees with information and guidance regarding University reporting options and available resources but will not report or otherwise refer instances of sexual harassment/misconduct to University administrators without the student or employee's express permission.

4. Complaints by or against Students

- a. If a student has a complaint of Sexual Misconduct by another student, see Part I, Section C: Conduct Procedures for Students in the TTU Student Handbook. www.ttu.edu/studenthandbook.
- b. If a student has a complaint regarding Sexual Misconduct involving a student organization, see Part I, Section D: Conduct Procedures for Student Organizations in the TTU Student Handbook. www.ttu.edu/studenthandbook.
- c. If a student has a non-employment based complaint of Sexual Misconduct by an employee, see Part II, Section C: Anti-Discrimination Policy in the TTU Student Handbook.

 www.ttu.edu/studenthandbook. Alternatively, the student may contact the Dean of Students Office or the Office of EEO. Student complaints of Sexual Misconduct by an employee will be investigated jointly by the Dean of Students Office and the Office of EEO.
- d. If a student employee has a complaint of Sexual Misconduct, which occurs during the course and scope of employment with the University, against an employee, the student should follow the procedure set forth for employees in this policy.
- e. If an employee has a complaint of Sexual Misconduct against a student, the employee should contact the Dean of Students Office and/or file an incident report form, found at the Title IX website: http://titleix.ttu.edu/students/.

5. Employee Complaint Procedures, Including Student Employees

- a. If an employee has a complaint of Sexual Misconduct against another employee, the general provisions relating to employees and the employee complaint procedures set forth in OP 51.02 shall apply.
- b. In addition, in complaints of Sexual Misconduct the following provisions shall control.
 - (1) While there is no deadline to file a complaint, to promote timely and effective review, the University strongly encourages individuals who believe they have experienced Sexual Misconduct to come forward promptly with their complaints

and to seek assistance from the University. Delays in reporting can greatly limit the University's ability to stop the Sexual Misconduct, collect evidence, and/or take effective action against individuals or organizations accused of violating the policy.

- (2) Individuals wishing to remain anonymous can file a complaint in any manner, including by telephone or written communication, with the University Title IX Coordinator, a Title IX Deputy Coordinator or the Office of EEO. However, electing to remain anonymous may greatly limit the University's ability to investigate an alleged incident, collect evidence, and/or take effective action against individuals or organizations accused of violating this policy.
- (3) Both parties have the right to be accompanied by an advisor of the individual's choosing during all meetings, proceedings, and/or disciplinary hearings at which the individual is present. The role of the advisor will be limited to being present only; advisors are not allowed to actively participate in the process.
- (4) After the investigation is complete, the Office of EEO will simultaneously provide notice in writing to the Reporting Party, to the Responding Party, and to the appropriate administrators of the following:
 - Determination of the outcome;
 - The finding of the Office of EEO is final and not appealable by either party;
 - In the event a finding of a violation of this policy is made, appropriate disciplinary action will be taken as determined by the appropriate administrator; and
 - If either party disagrees with the imposed disciplinary action or lack thereof because the disciplinary action imposed substantially varies from the range of disciplinary actions normally imposed for similar infractions, he or she may appeal within 5 business days to the Title IX Coordinator. However, if the disciplinary action recommended is tenure revocation, proceedings will be pursuant to OP 32.02.
- (5) The Reporting Party and Responding Party will be simultaneously notified in writing of any changes to the results that occur prior to the time such results become final, and when such results become final.

6. Complaints Involving Non-University Individuals

- a. If a non-University individual has a complaint of Sexual Misconduct by a student or University employee acting in the scope of his or her employment, the individual involved may file a report with either the Dean of Students Office or the Office of EEO, and the University may investigate and take steps to address the situation.
- b. If a University employee or student has a complaint of Sexual Misconduct by a non-University party that affects the employee's work environment or student's educational program or activity, the employee or student may make a report to the Title IX Coordinator, Title IX Deputy Coordinators, Office of EEO, or Dean of Students Office. The University may conduct an inquiry and take action, if possible, to prevent further misconduct. However, the University's response may differ for complaints regarding third parties based on the level of control the University has over the third party. Even though the University's ability to take

direct action against a third party may be limited, the University may take steps to provide appropriate remedies for the employee or student and, where appropriate, the broader University Community.

7. Retaliation

Retaliation against a person who reports a potential violation under this policy, assists someone with a report of a violation, or participates in any manner in an investigation or in the resolution of a complaint made under this policy is strictly prohibited and will not be tolerated. Retaliation includes, but is not limited to threats, intimidation, reprisals and/or adverse actions related to an individual's employment or education. The University will take appropriate steps to assure that a person who in good faith reports, complains about, or participates in an investigation pursuant to this policy will not be subjected to retaliation. Individuals who believe they are experiencing retaliation are strongly encouraged to lodge a complaint with the University using the same procedure outlined in this policy.

Individuals who are found to have retaliated under this policy will be subject to disciplinary action, up to and including termination of employment, expulsion from the University, or being barred from University premises and events.

8. Interim Measures

The Reporting Parties may request and the University may implement interim measures, as may be necessary to assure the safety and well-being of the participants in the complaint process, to maintain an environment free from harassment, discrimination, or retaliation, and to protect the safety and well-being of the University Community. Appropriate University officials will decide if and what interim measures are necessary. Such interim measures may include, but are not limited to:

- Separating the Reporting Party's and Responding Party's academic or working situations:
- Forbidding contact between parties involved in a complaint;
- Suspending the right of the Responding Party to be present on campus or otherwise altering the University status of the Responding Party.

Other interim measures may be implemented depending upon the Responding Party's relationship with the University. These interim measures may be kept in place through the conclusion of any review, investigation, or appeal process. Interim measures can be implemented regardless of whether or not the Reporting Party pursues formal University or criminal action.

9. Confidentiality

The confidentiality of both the Reporting Party and the Responding Party will be honored by the University to the extent possible without compromising the University's commitment and obligation to investigate allegations of Sexual Misconduct, to protect the University Community, and to the extent allowed by law. However, because the University also has an obligation to maintain an environment free of Sex Discrimination and Sexual Misconduct, many University employees have mandatory reporting and response obligations and may not be able to honor a Reporting Party's request for confidentiality. The Title IX Coordinator will evaluate requests for confidentiality.

The willful and unnecessary disclosure of confidential information by anyone, including the Reporting Party or Responding Party, may affect the integrity of the investigation.

Students may make confidential reports to the University Student Counseling Center. Likewise, employees may make confidential reports through the Employee Assistance Program. All Reporting Parties may also make confidential reports to local rape crisis centers or to other licensed clinical and/or mental health professionals acting in their professional role of providing those services.

10. Interference with an Investigation

Any person who knowingly and intentionally interferes with an investigation conducted under this policy is subject to disciplinary action up to and including dismissal or separation from the University. Interference with an investigation may include, but is not limited to:

- Attempting to coerce, compel, influence, or prevent an individual from providing testimony or relevant information;
- Divulging confidential information;
- Removing, destroying, or altering documentation relevant to the investigation; or
- Providing false or misleading information to the investigator, or encouraging others to do so.

11. Training and Education

The University's commitment to preventing and raising awareness of the harm resulting from the conduct prohibited in this policy includes providing primary prevention and awareness programs for all incoming students and new employees and ongoing education to both employees and students. This policy is published on the University's website and information regarding this policy and related policies is included in orientation materials for new students, faculty, and staff. All employees must attend EEO non-discrimination and sex/gender discrimination training including sexual assault, sexual harassment, and campus crime mandated reporter training within the first 30 days of employment and receive supplemental training every two years. Other appropriate compliance training sessions will also be conducted on an ongoing basis. Training sessions will include information on how and where to report incidents of prohibited conduct, resources available, as well as, risk reduction and safe and positive options for bystander intervention. In addition, University employees and administrators responsible for implementing this policy, including the Title IX Coordinator, Title IX Deputy Coordinators, investigators, and hearing officers, receive annual training about offenses, investigatory procedures, due process requirements, and University policies related to or described in this policy.

12. Websites and Other Resources

The University maintains websites which provide comprehensive information about this policy, its procedures, Title IX, available resources, remedial support options, local support services, and illustrative examples of definitions contained herein.

• Title IX compliance and directory – http://www.titleix.ttu.edu

- Title IX for students http://www.titleix.ttu.edu/students
- Title IX for faculty/staff http://www.titleix.ttu.edu/hr
- Title IX for athletics http://www.titleix.ttu.edu/athletics
- Dean of Students Office http://www.depts.ttu.edu/dos/
- Office of Equal Employment Opportunity http://www.texastech.edu/offices/equal-employment/
- Risk Intervention & Safety Education (RISE) http://www.depts.ttu.edu/rise/
- TTU Student Counseling Center http://www.depts.ttu.edu/scc/
- TTU Operating Policies & Procedures http://www.depts.ttu.edu/opmanual/
- TTU Employee Assistance Program http://www.depts.ttu.edu/hr/benefits/health.php

The following additional resources are available:

CONTACT	PHONE	ADDRESS
Title IX	006 740 0101	170 Administration Building
Coordinator	806-742-2121	Box 2005
		Lubbock, Texas 79409
Dean of Students		Suite 201 AA
Office	806-742-2984	Student Union Building
Office		Lubbock, TX 79409
		210 Administration Building
EEO Office	806-742-3627	Box 41073
		Lubbock, Texas 79409
		160 Doak Conference Center
Human Resources	806-742-3851	2518 15 th Street
		Lubbock, TX 79409
G 1 G 1	·	Room 201 Student Wellness Center
Student Counseling	806-742-3674	Lubbock, Texas 79409
Center		
_		3601 4 th Street
Employee	806-743-1327	Lubbock, Texas 79430
Assistance Program		
		Suite 204 Student Wellness Center
TTU RISE Office	806-742-3931	Lubbock, Texas 79409
		Lubbock, Texas 77407
D 1 1 CILL	006.742.2700	TTU Psychology Building, Room 111A
Psychology Clinic	806-742-3799	Lubbock, Texas 79409
N. 1		
Marriage and	806 742 2060	TTU Human Sciences Building, Room 165
Family Therapy	806-742-3060	Lubbock, Texas 79409
Clinic		

Lubbock Voice of Hope	806-763-7273	P.O. Box 2000 Lubbock, Texas 79457
Legal Aid of NorthWest Texas	800-733-4557	1711 Avenue J Lubbock, Texas 79401
Legal Aid Society of Lubbock	806-762-2325	906 Main St. # 103 Lubbock, Texas 79401
University Medical Center	806-775-8200	602 Indiana Ave Lubbock, Texas 79415
Covenant Medical Center	806-725-0000	3615 19 th Street Lubbock, Texas 79410

13. Outside Agencies

Nothing in this policy shall limit a person from seeking assistance or filing a complaint with an outside agency.

Administrative Agencies:

CONTACT	PHONE	ADDRESS
U.S. Equal Employment Opportunity Commission	1-800-669-4000	300 E. Main Dr. Suite 500 El Paso, Texas 79901
Texas Workforce Commission	512-463-2222	101 E. 15 th Street Austin, Texas 78778
U.S. Department of Education, Office of Civil Rights	214-611-9600	1999 Bryan Street, Suite 1620 Dallas, Texas 75201

Law Enforcement Agencies:

CONTACT	PHONE	ADDRESS
TTU Police Department	806-742-3931	413 Flint Avenue Lubbock, Texas 79409
Lubbock Police Department	806-775-2865	916 Texas Avenue Lubbock, Texas 79401
Lubbock County Sheriff's Department	806-775-1400	811 Main Street P.O. Box 10536 Lubbock, Texas 79407
Texas Department of Public Safety	512-424-2000	5805 North Lamar Blvd. Austin, Texas 78752

14. Authoritative References

- Title VII of the Civil Rights Act of 1964
- Title IX of the Education Amendments of 1972
- Texas Labor Code Chapter 21
- Violence Against Women Act (VAWA)
- Campus Sexual Violence Elimination Act of 2013 (Campus SaVE)
- Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act
- Texas Education Code, Section 51.9363

15. Right to Change Policy

The University reserves the right to interpret, change, modify, amend, or rescind this policy, in whole or in part, at any time without notice to or consent of its employees.

Exhibit B Proposed OP 40.02



TEXAS TECH UNIVERSITY

Operating Policy and Procedure

TTU OP: 40.02, Non-Discrimination and Anti-Harassment Policy and Complaint Procedure for

Violations of Employment and Other Laws

DATE: [Date]

PURPOSE: The University is an Equal Employment Opportunity (EEO) employer and ensures

compliance with federal and state employment laws and regulations. In the event an individual believes his/her rights under these or other laws have been violated, this policy sets forth the procedures to address these concerns in a fair, equitable, and

prompt manner.

REVIEW: This Operating Policy/Procedure (OP) will be reviewed in January of odd-numbered

years by the managing director of the Office of Equal Employment Opportunity (EEO), the Dean of Students, and the Assistant Vice President of Human Resources with recommended revisions forwarded to the Associate Vice President for

Administration and Chief of Staff to the President.

POLICY/PROCEDURE

The University is committed to providing and strengthening an educational, working, and living environment where students, faculty, staff, and visitors are free from any form of unlawful discrimination. The University is dedicated to fostering and supporting a culture of mutual respect and communication.

This policy applies to all University students and employees, visitors, applicants for admission to or employment with the University, as well as University affiliates and others conducting business on campus.

The University does not tolerate discrimination or harassment based on or related to sex, race, national origin, religion, age, disability, protected veteran status, genetic information, or other protected categories, classes, or characteristics. While sexual orientation and gender identity are not explicitly protected categories under state or federal law, it is the University's policy not to discriminate in employment, admission, or use of programs, activities, facilities, or services on this basis.

Discriminatory behavior is prohibited by this policy, as well as by federal laws such as Title VII, which prohibits discrimination in employment, Title IX, which prohibits discrimination on the basis of sex in education programs or activities, the Equal Pay Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Civil Rights Act of 1991, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title II of the Genetic Information Non-Discrimination Act, and state laws such as Chapter 21 of the Texas Labor Code. Discriminatory behavior is prohibited regardless of the manner in which it is exhibited, whether verbally, in writing, by actions, or electronically displayed or conveyed.

The University expects all members of the University Community to comply with the law. Members of the University Community who violate University policies and laws may be subject to disciplinary action, up to and including termination of employment, expulsion from the University, or being barred from University premises and events.

While sexual harassment, Sexual Misconduct, and sexual assault may constitute prohibited acts of discrimination, such complaints will be addressed through OP 51.03: Sexual Harassment, Sexual Assault, Sexual Misconduct, and Title IX Policy and Complaint Procedure.

1. **Definitions**

For purposes of this policy, the definitions below apply.

- a. **Employee** Any person who receives a W-2 from the University, including full and part-time faculty, staff, and students.
- b. **Harassment** Harassment based on a person's protected class under this policy is a form of discrimination. Unlawful harassment is verbal or physical conduct that shows hostility toward an individual based on or related to sex, race, national origin, religion, age, disability, sexual orientation, gender identity, genetic information, or other protected categories, classes, or characteristics and that:
 - (1) Creates an intimidating, hostile, or offensive working or educational environment;
 - (2) Has the purpose or effect of unreasonably interfering with an employee's or student's educational performance;
 - (3) Adversely affects an employee's employment opportunities or student's educational opportunities; and
 - (4) Is severe or pervasive.

Examples of inappropriate behavior that may constitute unlawful harassment include, but are not limited to:

- Slurs and jokes about a protected class of persons or about a particular person based on protected status, such as sex or race;
- Display of explicit or offensive calendars, posters, pictures, drawings, cartoons, screen savers, emails, internet, or other multi-media materials in any format that reflects disparagingly upon a class of persons or a particular person in a protected category;
- Derogatory remarks about a person's sex, national origin, race, or other ethnic characteristics;
- Disparaging or disrespectful comments if such comments are made because of a person's protected status;
- Loud or angry outbursts or obscenities in the workplace directed toward another employee, student, customer, contractor, or visitor;
- Disparate treatment without a legitimate business reason; or
- Other threats, discrimination, hazing, bullying, stalking, or violence based on a protected category, class, or characteristic.
- c. **Reporting Party** A person or entity (in the case of the University) who submits a complaint alleging a violation of this policy.

- d. **Responding Party** Generally, the Responding Party is the person who is alleged to be responsible for the prohibited conduct alleged in a complaint.
- e. **Sexual Misconduct** A broad term encompassing all forms of gender-based harassment or discrimination and unwelcome behavior of a sexual nature. The term includes sexual harassment, nonconsensual sexual contact, nonconsensual sexual intercourse, sexual assault, sexual exploitation, stalking, public indecency, interpersonal violence, and any other form of sexual misconduct, sexual violence, or other misconduct based on sex. See OP 51.03 for matters concerning Sexual Misconduct.
- f. **University Community** All faculty, staff, and students of and visitors to any University premises or University-affiliated activity.

2. Equal Employment Opportunity Office and Dean of Students Office

On behalf of the University, the Texas Tech University System Office of Equal Employment Opportunity (Office of EEO) is designated to formally investigate reports or notices of discrimination and/or harassment by or against employees. <u>Accordingly, employees, students, or third parties with a complaint against an employee should contact the Office of EEO.</u>

CONTACT	PHONE	ADDRESS	EMAIL
Managing Director	806-742-3627	TTU Administration Building, Room 210	
Office of Equal Employment Opportunity		Office of Equal Employment Opportunity Texas Tech University System Box 1073 Lubbock, TX 79409	eeo@ttu.edu

Employees, students, or third parties with a complaint of discrimination and/or harassment against a student should contact the Dean of Students Office.

CONTACT	PHONE	ADDRESS	EMAIL
		TTU Student Union, Room 201	
Dean of Students Office	806-742-2984	Dean of Student Office Texas Tech University Box 45014 Lubbock, TX 79409	deanofstudents@ttu.e du

3. General Provisions Relating to Employees

- a. While not appropriate, not all rude or offensive comments or conduct constitute unlawful discrimination or harassment.
- b. This complaint procedure is applicable to all employees, whether staff or faculty, who

- choose to complain about unlawful discrimination or other violations of the law that adversely affect their employment.
- c. All complaint investigations and procedures will be non-adversarial in nature and will be conducted in a fair and impartial manner. Language interpreters and other individuals intended to aid the employee in communicating will be permitted.
 - No University funds may be used to pay expenses for salary, travel, or per diem of a public employee engaged in the complaint process, nor may other University resources be used. Except that an employee is allowed to take vacation leave or leave without pay subject to established University operating policies and procedures to engage in this activity.
- d. Relevant administrators will be notified of formal investigations. The Office of the Provost will be notified of any complaints involving faculty.
- e. Except as otherwise provided by University policy or written contract, employment at the University is governed by the employment at will doctrine. Employment is for an indefinite duration and can be terminated at any time, with or without cause and with or without notice, by either the University or the employee unless otherwise prohibited by law, University policy, or written contract. Nothing in this University operating policy and procedure constitutes an employment agreement, either expressed or implied, a contract, a contractual relationship, a guarantee of continued employment, or a property right.
- f. The filing of a complaint shall not affect the ability of the University to pursue disciplinary action or separation action for reasons other than the employee's filing of a complaint.
- g. A termination of employment cannot be the subject of a complaint unless the employee has reason to believe that the termination was prohibited by law. A violation of a University policy alone does not necessarily constitute a violation of law or an action prohibited by law.
- h. Nothing in this policy shall prevent an employee from presenting a charge of discrimination or other complaint covered by this policy to an external agency, such as the Equal Employment Opportunity Commission or Texas Workforce Commission. However, if an employee files a complaint with an external agency, with the exception of a complaint of Sexual Misconduct, while the Office of EEO may continue its investigation, the internal process shall terminate and any response to the complaint will be made to the external agency and not to the employee.
- For complaints that do not involve discrimination, harassment, or protected status, see OP 70.10: Non-Faculty Employee Complaint Procedures, http://www.depts.ttu.edu/opmanual/OP70.10.pdf, or OP 32.05: Faculty Grievance Procedures, http://www.depts.ttu.edu/opmanual/OP32.05.pdf.

4. Employee Complaint Procedures, Including Student Employees

a. Prior to filing a formal complaint, the employee should attempt to resolve the situation by addressing the Responding Party in an informal manner and in an atmosphere of mutual respect. However, in cases of sexual assault, the foregoing provision does not apply (see OP 51.03). If the employee is not comfortable addressing that individual, the prospective Reporting Party may address concerns to his/her first or second level supervisor. If the

situation is not resolved by informal means or if the employee is not comfortable with doing so, the employee may file a formal complaint.

An employee may also consult with the Office of EEO to determine if he/she wishes to file a formal complaint. While an investigation is not normally initiated without a written complaint submitted by the employee, the Office of EEO or the University may take action as deemed appropriate by the office. Such action may include notifying key personnel with a need to know about the allegations, conferring with supervisors or other administrators concerning inappropriate behavior occurring within their area of responsibility, informing the Responding Party of the University's non-discrimination policies, and educating departments and supervisors as needed on this and other policies.

b. An employee having a complaint should submit a completed *Complaint of Discrimination* form, which is available on the University's Human Resources website at the following link: http://www.depts.ttu.edu/hr/formsPolProc/forms.php. Except as otherwise provided by University policy or law, this complaint should be submitted to the Office of EEO within 30 days from the date of the complained of action.

A written complaint shall contain:

- (1) A clear and concise statement of the complaint;
- (2) The date the incident took place;
- (3) The name and contact information of the Reporting Party, the Reporting Party, and any witnesses;
- (4) The specific resolution sought by the employee; and
- (5) Additional relevant information to be considered in support of the complaint.

Any changes to the complaint must be in writing.

- c. Only one subject matter shall be covered in any one complaint.
- d. Once a signed complaint form is received by the Office of EEO, an investigation may be conducted by that office and the appropriate administrators.
- e. The investigation may consist of review of the complaint and any supporting documentation, examination of other relevant documentation, and interviews with relevant individuals. Each party will be given the opportunity to present their side and identify witnesses and other relevant evidence. The extent of the investigation and its procedures will be determined by and at the discretion of the Office of EEO. Any findings in the investigation will be based upon a preponderance of the evidence (i.e., whether the findings are more likely than not).
- f. Investigations will be completed as expeditiously as possible.
- g. After the investigation is complete, the Office of EEO will provide a written determination to the Reporting Party, the Responding Party, and to the appropriate department administrator.
- h. The findings of the Office of EEO are final.

- i. In the event of a finding of a violation of this policy or other violation of the law is made, appropriate disciplinary action will be taken as determined by the appropriate administrator. Disciplinary action may range from counseling up to and including termination. Termination procedures for tenured faculty will be conducted pursuant to OP 32.02.
- j. Any employee subjected to disciplinary action may appeal any such action, but not the findings of the Office of EEO, within the time periods and the through procedures established for faculty in OP 32.05 and for staff in OP 70.10. A copy of the appeal should be forwarded to the Office of EEO.
- k. Any disciplinary action taken in connection with a complaint filed pursuant to this policy shall be reported in writing to the Office of EEO at the time the disciplinary action is implemented. Confirmation of the disciplinary action can be provided via a copy of a counseling or other written disciplinary action, resignation, termination document, etc.
- At the conclusion of the investigation, the Reporting Party shall be advised that if the
 discrimination or unlawful activity persists the employee should contact the Office of
 EEO. Likewise, in the event the employee believes unlawful retaliation for filing a
 complaint has taken place the employee should contact the Office of EEO and/or file a
 complaint for retaliation.
- m. In the event of a finding of a violation of this policy, the Office of EEO will follow up with the Reporting Party within 60 days to ensure that the complained of behavior has ceased.

5. Complaints by Students or Involving Students

- a. If a student has a complaint of discrimination or harassment by another student, see Part I, Section C: Conduct Procedures for Students in the TTU Student Handbook. www.ttu.edu/studenthandbook.
- b. If a student has a complaint regarding discrimination or harassment involving a student organization, see Part I, Section D: Conduct Procedures for Student Organizations in the TTU Student Handbook. www.ttu.edu/studenthandbook.
- c. If a student has a non-employment based complaint of discrimination or harassment by an employee or student, the student should follow the processes outlined in Part II, Section C: Anti-Discrimination Policy in the TTU Student Handbook. www.ttu.edu/studenthandbook.
- d. Student employees having a complaint of discrimination or harassment in employment should follow the procedure set forth in the previous section of this policy.
- e. If an employee has a complaint of Sexual Misconduct against a student, the employee should contact the Dean of Students Office and/or file an incident report form, found at the Title IX website: http://titleix.ttu.edu/students/.
- f. This policy does not apply to grade appeals, regardless of the basis of the appeal. All grade appeals will be handled pursuant to the University's grade appeal policy. See OP 34.03: Student Grade Appeal.

6. Complaints Involving Non-University Individuals

- a. If a non-University individual has a complaint of discrimination or harassment by a student or University employee acting in the scope of his or her employment, the individual involved may file a report with either the Dean of Students Office or the Office of EEO, and the University may investigate and take steps to address the situation.
- b. If a student or University employee has a complaint of discrimination or harassment by a non-University party that affects the student's educational environment or the employee's work environment, the individual may make a report to the Dean of Students Office or the Office of EEO. The University may conduct an inquiry and take action, if possible, to prevent further misconduct. However, the University's response may differ for complaints regarding third parties based on the level of control the University has over the third party. Even though the University's ability to take direct action against a third party may be limited, the University may take steps to provide appropriate remedies for the employee and, where appropriate, the broader University Community.

7. Retaliation

Retaliation against a person who reports a potential violation under this policy, assists someone with a report of a violation, or participates in any manner in an investigation or in the resolution of a complaint made under this policy is strictly prohibited and will not be tolerated. Retaliation includes, but is not limited to threats, intimidation, reprisals and/or adverse actions related to an individual's employment or education. The University will take appropriate steps to assure that a person who in good faith reports, complains about, or participates in an investigation pursuant to this policy will not be subjected to retaliation. Individuals who believe they are experiencing retaliation are strongly encouraged to lodge a complaint with the University using the same procedure outlined in this policy.

Individuals who are found to have retaliated under this policy will be subject to disciplinary action, up to and including termination of employment, expulsion from the University, or being barred from University premises and events.

8. Reporting Requirements

All employees who witness or receive a report of unlawful discrimination or other violations of the law have the obligation to report such actions to their immediate supervisor, the Office of EEO, the Texas Tech Police Department, or other appropriate law enforcement authority. A supervisor who receives a report of discrimination shall notify the Office of EEO of such report.

For reporting requirements relating to claims of Sexual Misconduct, see OP 51.03: Sexual Harassment, Sexual Assault, Sexual Misconduct, and Title IX Policy and Complaint Procedure.

9. Confidentiality

The confidentiality of both the Reporting Party and the Responding Party will be honored by the University to the extent possible without compromising the University's commitment and obligation to investigate allegations of discrimination or violations of law, to protect the University Community, and to the extent allowed by law. The willful and unnecessary disclosure of confidential information by anyone, including the Reporting Party, or Responding Party, may affect the integrity of the investigation.

10. Interference with an Investigation

Any person who knowingly and intentionally interferes with an investigation conducted under this policy is subject to disciplinary action up to and including dismissal or separation from the University. Interference with an investigation may include, but is not limited to:

- Attempting to coerce, compel, influence, or prevent an individual from providing testimony or relevant information;
- Divulging confidential information;
- Removing, destroying, or altering documentation relevant to the investigation; or
- Providing false or misleading information to the investigator, or encouraging others to do so.

11. Training

All employees must attend EEO non-discrimination and sex/gender discrimination training including sexual assault, sexual harassment, and campus crime mandated reporter training within the first 30 days of employment and receive supplemental EEO non-discrimination training every two years.

Employees are informed of the EEO policy through new employee orientation, EEO training sessions, this non-discrimination policy and other operating policies, and the placement of the EEO federal and state posters at various locations throughout the campus. Information about the Texas Tech EEO policy can also be obtained from Human Resources, at the Texas Tech University System EEO Office, at http://www.texastech.edu/offices/equal-employment/.

Students are informed of policies regarding non-discrimination at new student orientation and via the Student Handbook and other outreach, awareness, and educational programs offered by the University.

12. Authoritative References

- Title VII of the Civil Rights Act of 1964
- Title IX of the Education Amendments of 1972
- Equal Pay Act
- Texas Labor Code Chapter 21
- Age Discrimination in Employment Act of 1967
- Americans with Disabilities Act
- Rehabilitation Act of 1973
- Civil Rights Act of 1991
- Vietnam Era Veterans Readjustment Assistance Act of 1974
- Title II of the Genetic Information Nondiscrimination Act of 2008

13. Right to Change Policy

The University reserves the right to interpret, change, modify, amend, or rescind this policy, in

whole or in part, at any time without notice to or consent of its employees.



Office of the General Counsel

CONFIDENTIAL - ATTORNEY-CLIENT PRIVILEGE

MEMORANDUM

TO:

Regents Rules Committee

FROM:

John Huffaker, Vice Chancellor and General Counsel

SUBJECT:

Regents' Rules Chapter 10 and Texas Tech University OP 74.04

DATE:

September 21, 2015

This will provide a summary of changes to Regents' Rule 10 which governs Intellectual Property. With this summary you will receive the proposed rule in full. (A "redline" version is also available if you would like. In addition to many substantive changes, many provisions have move rendering the reline version a bit cumbersome, but we have such a document and will happily provide it upon request.) An important part of development of the revisions to Rule 10 has been a parallel process extensively involving the TTU Faculty Senate which has led to revisions to TTU Operating Policy 74.04. Because that process has been integral to the revisions of Rule 10, we make reference here to some of those important changes. (And, this proposed rule is also available for your review if needed.)

Introduction and Status

Current Rule 10 was last revised in 2008. The 2015 revisions to Rule 10 reflect the work of several constituencies. The Office of Research Commercialization ("ORC"), the Vice Presidents for Research, the Provosts and other administrators have provided helpful input. The faculty senates at Texas Tech University, Angelo State University and the Texas Tech University Health Science Center have also reviewed and approved the changes. (Currently, there is no separate Faculty Senate at Texas Tech University Health Science Center at El Paso. El Paso faculty is represented in the existing TTUHSC Faculty Senate.) The TTU Faculty Senate has been particularly involved. When proposed Rule 10 came under review by the Texas Tech University Faculty Senate, in addition to changes to the Rule, the Senate also suggested substantial revisions to OP 74.04. Working with the Texas Tech University

Faculty Senate has resulted in two documents which, together, strike an appropriate balance with respect to intellectual property and which are ready for submission to the Board of Regents.

Highlights and Points of Interest 2015 Proposed Rule 10 and TTU OP 74.04

Scope

As with prior versions of Regents' Rule 10, the proposed documents deal with intellectual property in its many varied forms including, but not limited to, patentable discoveries and copyrightable materials.

Ownership Issues

In proposed Rule 10, the key statements of ownership are Sections 10.03.1 and 10.03.3. To fully understand those Sections, one should consult the definitions in Section 10.02. Section 10.03.1 sets up a dichotomy for determination of ownership. In that section, it should be noted that "covered persons" and "TTUS resources" are defined terms. While the definition of "TTUS resources" is broad (Section 10.02.16), the definition notes that "incidental" usage of TTUS resources is not sufficient to qualify under that definition. While this dichotomy may introduce some ambiguity, the concept included here represents a negotiated balance necessitated by the particular nature of employment of academic faculty.

Against that background, Section 10.03.1 provides automatic ownership by TTUS for intellectual property created by covered persons with the use of TTUS resources or during the course of their university responsibilities. However, intellectual property that is developed on a covered person's own time without the use of TTUS resources is not owned by TTUS or the component university. In OP 74.04, the same concepts are contained in paragraph 2. As in current policy, third-party research agreements may provide different ownership and, in such cases, the third-party research agreements will govern.

Copyrightable Material

The ownership of copyrightable works is described in Section 10.03.3 of proposed Rule 10. The provision contains current exceptions related to traditional academic activity. Copyrightable material which qualifies as "work for hire" will be owned by the university. See proposed Rule 10, Section 10.03.3 (d). However, provisions in proposed Rule 10 and proposed OP 74.04 seek to clarify faculty work which is (or is not) work for hire. Those clarifications are in proposed Rule 10, Section 10.02.14 and OP 74.04, Section 11 (i). Taken together, the general statement of ownership for copyrightable works and the clarification

of work for hire is intended to recognize traditional views regarding academic copyrightable materials and course preparation. With respect to teaching materials, however, TTU does reserve a license for instructional use. See proposed Rule 10.03.3(a)&(f).

Distance Learning

Both proposed Rule 10 and proposed OP 74.04 seek to bring clarity to the ownership of distance learning course content. A definition of distance learning has been included in proposed Rule 10, Section 10.02.5 and proposed OP 74.04, Section 11(b) and a clarification of ownership with respect to distance learning material is a part of Section 10.03.3 (f) and proposed OP 74.04, Section 15a.(5).

Disclosure of Intellectual Property to the ORC

Proposed Rule 10 articulates a broad duty of disclosure of intellectual property by creators (see Section 10.05).

Revenue Sharing

Current Regents' Rules Chapter 10 has a "three-tiered" formula for revenue sharing based on accumulated net revenue. The revised formula for revenue sharing in proposed Rule 10 (Section 10.12.2) is a single-tier approach providing 40% of net revenue to the creator.

In situations in which a disclosure is made to the Office of Research Commercialization (ORC) and the ORC determines that the university will not continue to pursue commercialization, provisions continue to provide for release of the intellectual property back to the creator. That provision in proposed Rule 10 is Section 10.08.1. If the university releases the intellectual property back to the creator, the university may retain a share of net revenue not to exceed 5%. However, the university reserves the ability to recover any out-of-pocket costs it generated with outside parties to protect the intellectual property.

Conflicts and Consulting

Proposed Rule 10 speaks to outside consulting activities and the extent to which such activities raise a conflict of interest. Proposed OP 74.04 similarly addresses this issue in Section 5. Neither proposed Rule 10 nor proposed OP 74.04 attempt to add additional rules for consulting or conflicts. However, both documents appropriately point the reader to existing conflict and consulting rules. For example, Texas Tech University has several relevant rules, including OP 10.20, an "over-arching" conflict of interest and commitment policy, OP 32.07 (Other Employment, Faculty Consulting, and Public Offices) and OP 74.17 (Disclosure of Significant Business or Financial Interests that may Represent Conflicts of Interest).

Miscellaneous Issue

Because proposed Rule 10 and proposed OP 74.04 create a broad duty of disclosure to the Office of Research Commercialization, the new rules also require the ORC to respond to disclosures with some indication of interest or lack thereof within 90 days of disclosure.

Chapter 10 -- Intellectual Property Rights 9/10/2015

10.01 Statement of basic philosophy and objectives.

10.01.1 The creation and development of intellectual property is a valued aspect of scholarship (e.g. teaching, inquiry-driven learning, research). Further, research is a core element of new knowledge generation, discovery, and public benefit.

Research is part of the core mission of faculty and as such is central in the evaluation of faculty for tenure and promotion. Accordingly, the creation of intellectual property is one form of scholarship faculty can point to in their applications for tenure and promotion. This Chapter of the Regents' Rules and related operating manuals are intended to adhere to cherished principles that enhance academic freedom of discovery, while providing a clear pathway to pursue commercialization for those faculty members interested in this aspect of scholarship. The purpose of the policy is to outline the respective rights and responsibilities that members of the faculty, staff, and students have in intellectual property created while they are affiliated with TTUS.

- 10.01.2 This policy anticipates that the scholarly efforts of TTUS, faculty, staff, and students may result in intellectual property that is potentially marketable and benefits humanity.
- 10.01.3 A good faith relationship between intellectual property the creators and TTUS is essential. Therefore, in the development and disposition of inventions, TTUS will respect creator wishes to the degree consistent with other priorities expressed in this policy.

- It is the policy of the board to encourage scholarly activity without regard to potential gains from royalties and other forms of income. It is further board policy, however, that, to the extent and to the degree described in this policy, intellectual property owned by TTUS which has commercial value should be appropriately exploited to further the mission of TTUS. In all cases, however, the property rights of the affected individuals or entities may be subject to TTUS obligations under grants, contracts, or research agreements with governmental agencies, individuals, and non-governmental entities.
- 10.01.5 The Office of Research Commercialization of Texas Tech University (the "ORC") or any successor office thereof and its Director (the "ORC Director") are charged with the system-wide responsibility of implementing and executing board policy with respect to commercialization of intellectual property.
- 10.01.6 This revision of Chapter 10 of the Regents' Rules replaces the revision of Chapter 10 enacted 12/12/2008, effective immediately upon approval by the board.

10.02 Definitions. For the purposes of this policy, the following terms are defined as follows:

- 10.02.1 "Commercialization." The process of producing revenue by licensing or otherwise contracting regarding intellectual property or assigning ownership of intellectual property to a third party for the purpose of developing it into a commercial product or service.
- 10.02.2 "Copyrightable Work." An original work of authorship which has been fixed in any tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or

with the aid of a machine or device, including but not limited to, books, journals, software, computer programs, musical works, dramatic works, videos, multimedia products, sound recordings, and pictorial and graphical works. A copyrightable work may be the product of a single author or a group of authors who have collaborated on a project.

- "Covered Person." Any person employed by TTUS, including undergraduate and graduate students, to the extent their employment responsibilities relate to or result in the development of intellectual property, and any person using TTUS resources or under the supervision of TTUS personnel. Without any intent to limit the scope of persons included, this definition also includes adjunct and visiting faculty, as well as persons pursuing post-doctoral fellowships and persons assisting or engaging in research under the direction and supervision of faculty.
- "Creator." An individual or group of individuals or entity or group of entities subject to this policy who invent(s), develop(s), or author(s) intellectual property.
- 10.02.5 Distance Learning." Instruction in which the majority of the instruction occurs when the student and instructor are not in the same physical setting. A course is considered a distance education course if students receive more than one-half of the instruction at a different location than the instructor. Distance education can be delivered synchronously or asynchronously to any single or multiple location(s)through electronic correspondence or other means.
- 10.02.6 "Intellectual Property". Collectively, all forms of patented and unpatented inventions, tangible research property, copyrightable

works, copyrights, trademarks, and trade secrets. The term also includes copyrightable or copyrighted works which are TTU system administration or component institution manuals, materials or other works, such as software, which may be a part of or embedded in a larger comprehensive design, system or device.

- 10.02.7 "Invention." A process, method, discovery, device, plant, composition of matter, software, technology or other work that reasonably appears to qualify for protection under United States patent law, chip design protection law or plant protection schemes, whether or not actually patentable.
- 10.02.8 "Office of Research Commercialization" or "ORC." The administrative raission of the TTU Office of Research Commercialization is to promote the transfer of TTUS intellectual property for society's use and benefit, while generating income to support TTUS research and education. The ORC is responsible for administration and implementation of the TTUS intellectual property program; assisting and advising TTUS faculty, staff, and students with regard to matters covered by this policy; and providing leadership and support through public and private sector engagement.
- 10.02.9 "ORC Director". The Director, Office of Research Commercialization in the Office of the Vice President of Research, Texas Tech University.
- 10.02.10 "Policy." This Chapter of the Regents' Rules.
- 10.02.11 "Software." In this policy the term "software" is used in its broad sense to refer to any computer program that may be copyrightable or patentable.

- 10.02.12 "Sponsored Research Agreement." A grant or contract supporting TTUS research between TTUS and the federal government (or an agency thereof), a state or other governmental agency, a nonprofit or for-profit non-governmental entity, or an individual.
- 10.02.13 "Tangible Research Property." Tangible items produced in the course of research including but not limited to such items as biological materials, engineering drawings, integrated circuit chips, computer databases, prototype devices, circuit diagrams, and equipment.
 Individual items of tangible research property may be associated with one or more intangible properties, such as inventions, copyrightable works and trademarks.
- 10.02.14 "Trademark" (including "service mark"). A distinctive word, design, or graphic symbol, or combination of words, designs, or graphic symbols that distinguish and identify the goods and services of one party from those of another, such as names or symbols used in conjunction with products, services, programs, plant varieties or computer programs.
- 10.02.15 "Trade secrets." The whole or any part of any scientific or technical information, design, process, procedure, formula, or improvement that has value and that the owner has taken measures to prevent from becoming available to persons other than those selected by the owner to have access for limited purposes.
- 10.02.16 "TTUS Resources." TTUS funds (including without limitation, funds derived from outside grants, contributions and research contracts), supplies, facilities, computer systems (hardware and software), space, tangible and intangible property, and personnel. In this policy, the

phrase "use of TTUS resources" does not apply to the incidental use of such resources. The use of TTUS Resources by students as permitted by the terms of their enrollment and not in connection with the students' employment related to or resulting in the development of intellectual property, assisting or engaging in research under the direction and supervision of faculty, or in connection with a TTUS sponsored research agreement, is considered incidental use.

10.02.17 "Work for Hire." A work specially ordered or commissioned by TTUS for use as an institutional document or a contribution to a collective work, including as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas. The term also includes software, computer programs or written instructions, protocols or training aids created by TTUS employees as a regular part of their duties. For faculty, works for hire are works derived from defined tasks that fall outside the normal teaching and research mission of the university. Work that occurs within the normal scope of academic employment in the teaching and research mission of the university may be "work for hire" when accomplished pursuant to written directive and agreement.

10.03 Ownership.

10.03.1 Except as specifically provided in research agreements sponsored by third parties, and as provided in Section 10.03.3, intellectual property created by covered persons with the use of TTUS resources or during the course of covered persons' TTUS responsibilities is automatically owned by TTUS. All covered persons must, and do hereby, assign their rights in such intellectual property to TTUS. Intellectual property that is developed on a covered person's own time without TTUS

support or use of TTUS resources is not owned by TTUS. Ownership of intellectual property developed under a sponsored research agreement or other funding arrangement shall be determined in accordance with the terms of the sponsored research agreement or other agreement, or, in the absence of such terms, is owned by TTUS.

- 10.03.2 Consulting Activities. TTUS encourages external faculty consulting as an effective mechanism for professional development and/or establishing good relationships with the public and private sector, including industry. However, a consulting agreement between a creator and a potential user, assignee or licensee of intellectual property developed by the creator creates an inherent confict of interest. Any creator who is a party to such a consulting agreement must fully disclose the existence and terms of such agreement to the creator's immediate supervisor and, with respect to intellectual property disclosed to the ORC such disclosure to the ORC must include full disclosure of such conflict. Before entering into a consulting agreement, the TTUS employee must ensure that rights to intellectual property owned by TTUS are not compromised or lost as a result of the consulting activities. Further, consulting activities must not violate TTUS rules, regulations or policies or violate federal or state law.
- 10.03.3 Ownership of copyrightable works. TTUS encourages the preparation and publication of copyrightable works that result from teaching, research, and scholarly and artistic endeavors by TTUS faculty, staff and students. TTUS recognizes faculty, staff, and students' freedom with respect to their copyrightable works, consistent with their obligations to TTUS. Copyrightable works may be created under a variety of circumstances that impact the ownership and subsequent management thereof, as follows:

- a. Books, articles and similar works. In keeping with academic tradition, and except to the extent required by the terms of any valid funding or work for hire agreement, TTUS does not claim ownership to pedagogical, scholarly or artistic works, regardless of their form of expression. Such works include but are not limited to (i) faculty-prepared works such as syllabi, textbooks, course materials, course lectures and refereed literature; and (ii) works of students created in the course of their education, such as dissertations, papers and journal articles. However, all facultyprepared pedagogical, scholarly or artistic works are subject to, and TTUS does hereby retain, a non-exclusive right to utilize such works for student instructional purposes. TTUS claims no ownership in popular non-fiction, novels, poems, musical compositions or other works of artistic imagination that are not work for hire. If title to copyright in works defined within this section vests in TTUS by law, TTUS will, upon request and to the extent allowed by law, convey copyright to the creators of such copyrightable works.
- b. Further, nothing in this section is intended to change the traditional manner in which TTUS faculty, staff and students assign the copyright ownership of works intended for publication in scholarly journals.
- c. TTUS reserves the right to record faculty lectures and to allow students registered for the class for which the lecture was given to view recorded lectures that may be posted online.
- d. Work for hire. Except as provided in Section 10.03.3(a), TTUS shall retain ownership of all copyrightable works for hire.

- e. Works developed with use of TTUS resources:
 - (1) Except as stated above in Section 10.03.3(a), copyrightable works that are not works for hire but are works that are developed with use of TTUS resources are owned by TTUS and must be disclosed to the ORC. In the case of a disagreement as to whether a work fits into this Section the Provost of the component institution shall make a determination.
 - (2) Copyrightable works that are not works for hire but are works that are developed under a sponsored research agreement or other funding arrangement, shall be determined in accordance with the terms of the sponsored research agreement or other agreement, or, in the absence of such terms and to the extent consistent with copyright law, are owned by TTUS.
- f. Distance learning course content generally will be treated as traditional course content. However, such content and materials may be "work for hire" if developed under a work for hire arrangement. With respect to all distance learning course content, whether work for hire or not, TTUS automatically retains a payment-free license for use of all or part of such content for use in its ongoing teaching and research mission. In the case of distance learning course content which is work for hire, such license shall be exclusive unless otherwise agreed in writing.
- g. Copyrightable works not owned by TTUS. Creators of copyrightable works that are not owned by TTUS own the

copyrights in their works and are free to publish them, register the copyright, and to receive any revenues that may result from publication of the works. Copyrightable works to which TTUS has no ownership rights may be submitted for publication and published by TTUS. Upon acceptance by TTUS for publication, the creator shall transfer copyright of the work to TTUS, with reference to the specific TTUS publication. The ORC Director is authorized to execute and shall maintain a record of all such copyright transfer agreements.

- 10.04 **Research involving third party.** Provisions for the control of **and** compensation for intellectual property under sponsored research agreements must be consistent with this policy. However, nothing in this policy shall preclude acceptance of a contract, grant or agreement that provides for ownership of intellectual property by the third-party sponsor under terms acceptable to TTUS, including adequate compensation to TTUS.
 - 10.04.17 The ORC, in cooperation with the respective component institution's Research Services Office or Sponsored Programs Office, shall coordinate reporting requirements and other obligations to research sponsors developed under a sponsored research agreement, including but not limited to obligations to the federal government under 37 CFR Part 401.
 - 10.04.2 The ORC Director shall approve all sponsored research agreements that provide for the ownership of TTUS intellectual property by a third-party sponsor.
 - 10.04.3 This policy acknowledges that research conducted by TTUS may be funded in part or in whole by the United States government and that ownership of intellectual property derived therefrom is governed by

federal law and regulations. To the extent that such law and regulations allow for transfer of ownership of such intellectual property back to TTUS or the creator, the ORC, in cooperation with the component institution's Research Services Office or Sponsored Programs Office will assist in making applications for transfer of ownership.

- 10.05 **Disclosure of intellectual property.** Except for the exclusions identified for certain copyrightable works in Section 10.03.3, all intellectual property created by covered persons, including intellectual property developed through sponsored research agreements and consulting contracts, shall be promptly disclosed to the ORC by the creator and an Assignment of Rights form shall be executed.

 Disclosure and assignment shall be made on a form prescribed by and available from the ORC. Creators shall cooperate with TTUS and the ORC in protecting TTUS intellectual property rights in the invention.
- 10.06 Offers to assign external intellectual property to TTUS. If an individual or entity chooses to offer to TTUS intellectual property in which TTUS has no claim, TTUS may accept an ownership or other interest in the intellectual property (subject to Regents' Rules Chapter 06 provisions concerning gift acceptance, if the offer is intended to be a gift), provided:
 - 10.06.1 The offeror agrees to all provisions (including distribution of income provisions) of this policy;
 - 10.06.2 The offeror warrants that it owns all right, title and interest to the intellectual property, and that to the best of its knowledge, neither the intellectual property nor its transfer infringes upon any existing copyright or other legal rights.

- 10.06.3 The ORC will decide whether to accept or reject such offers (or, in the case of gifts, whether to recommend the chancellor approve acceptance of the gift).
- 10.06.4 Should TTUS agree to accept the offer of intellectual property, the offeror must execute an ORC assignment agreement transferring all right, title, and interest or other agreed rights in the intellectual property to TTUS, and acknowledging that the individual or entity agrees to all provisions of this policy. In cases in which the offeror has already expended funds toward obtaining patent or other legal protection for the intellectual property, the offeror and TTUS may negotiate terms to allow recovery of documented legal and or patent expenses from license fees, royalty, and other income, and normal revenue sharing provisions under this policy will be modified until such expenses are recovered by the party entitled to recover of the expenses. The portion of revenue ordinarily allocated to a department or unit under Section 10.12.2 shall be allocated to the ORC. Further, to the extent such intellectual property is subject to ownership by the United States government, but is subject to release pursuant to federal law, the ORC shall assist in obtaining such release.
- Acquisitions of intellectual property in connection with new employee. To the extent a component institution proposes to provide separate compensation to a new faculty or research employee or the employee's previous employer for intellectual property owned by the employee or another institution, the component institution shall advise the ORC of the nature, value, and patent status of such intellectual property at the time of employment.
- 10.08 **Assessments by the ORC.** The ORC shall assess the potential value of intellectual property to TTUS; the rights and equities of the creator, TTUS, and any third parties; and the required actions to maximize the benefits of any

intellectual property to the public, TTUS, and the creator. Once an invention disclosure has been made to the ORC, the ORC shall respond to the creator(s) in writing within 90 calendar days of the date of disclosure of its desire to pursue commercial development of the intellectual property. The ORC is authorized to waive TTUS rights in intellectual property in the exercise of its sound discretion. If the ORC decides not to pursue commercial development of disclosed intellectual property, it shall notify the creator in writing and, upon written request from the creator, shall release TTUS ownership actes as provided as follows:

- 10.08.1 Provisions for release of rights to creators. Absent a contractual obligation to a third-party, TTUS may release its intellectual property ownership rights to a creator by written agreement, with the following provisions:
 - a. TTUS shall retain a perpetual, royalty-free license to use the
 intellectual property, and any corresponding patents or copyrights,
 for non-commercial purposes, including research, education, and
 service.
 - exceed 5%] generated from commercialization of the released intellectual property after the creator has recovered documented legal and other expenses incurred toward obtaining patent or other legal protection for the intellectual property, the amount to be negotiated prior to the release. If TTUS incurred expenses toward analyzing or obtaining patent or legal protection for the released intellectual property prior to the release, the written agreement must provide for reimbursement of such costs to TTUS either by payment at the time of release or by agreement for TTUS to retain a revenue percentage in excess of 5%. Should the ORC and the creator be unable to agree on the terms of the release, the matter

shall be finally resolved using the process outlined in Section 10.15.

- c. In the case of release of rights to the creator, the creator is not entitled to a share of net revenue received by TTUS under Section 10.12, and the share of net revenue ordinarily allocated to the creator will be dived among the ORC, component institution, department and unit, on a pro-rata basis.
- 10.09 Reasonable Cooperation. With respect to intellectual property TTUS has elected to develop, creator shall cooperate with the ORC and assist the ORC in its development efforts. In addition, the creator shall sign such development assignment, license or other agreements and documents as may be reasonably necessary to actively develop the commercial potential of the intellectual property. TTUS, in any development, assignment, licensing or other agreement, shall, to the maximum extent possible, protect the creator's right to continue to conduct basic and tangential research and publish such research. Any publication of the mellectual property the creator makes prior to securing patent or other legal protection for the intellectual property may limit TTUS from obtaining intellectual property protection through the United States Patent and Trademark Office, the United States Copyright Office, and through foreign patent and copyright agencies. TFUS is not liable for, and creators agree to hold TTUS harmless for, any loss of intellectual property associated with the creator's publication of the intellectual property.

10.10 Implementation of Intellectual Property Agreements.

10.10.1 The ORC Director shall execute license agreements using a prescribed license agreement template that has been approved by the TTUS Office of General Counsel. In addition, the following guidelines apply to license agreements (including those with entities formed primarily

for the purpose of developing and/or commercializing intellectual property created at TTUS), subject to the terms of any sponsored research agreements or other contracts related to the intellectual property. The ORC will negotiate grants of rights of first option for the development and commercialization of TTUS intellectual property on a case-by-case basis in accordance with Section 10.10.3.

10.10.2 The ORC Director is authorized to negotiate and execute nondisclosure agreements related to ORC business, inter-institutional agreements, powers of attorney for patent filings, patent and copyright documents, license agreements, preludes to license agreements (including option agreements and memorandums of understanding), assignments of intellectual property related to inter-institutional agreements, material transfer agreements, copyright transfer agreements, and releases of TTUS intellectual property rights to creators in accordance with TTUS Regents' Rules, policies, and regulations, and shall consult with the chancellor and the vice president for Research or other appropriate component institution officer and the Office of General Counsel when extraordinary factors are part of the agreement being negotiated. The ORC shall maintain records of all documents executed by the ORC Director. The authority to execute such documents that involve a commitment of funds or resources is restricted to documents that have been approved by the vice president for research (or the equivalent of that position) of the component institution at which the creator is employed, and approved as to form, law, and compliance with the Regents' Rules and applicable policies by the vice chancellor and general counsel.

10.10.3 An individual or entity that is granted exclusive rights to develop or commercialize intellectual property that is patentable should be required to reimburse TTUS for all expenses incurred by TTUS in

pursuing a patent and, if a patent has not been obtained, must be required to prosecute and bear the expense of obtaining patent protection for the benefit of TTUS and, in either event, the individual or entity should be required to take all actions necessary, including reasonable litigation, to protect and preserve such patented rights from infringement.

- 10.10.4 An individual or entity may be granted a right of first option for the development and commercialization of intellectual property created at TTUS. Such agreements may only grant rights on a specific-project basis, and shall be subject to the following restrictions:
 - a. Any grant of a right of **first option** must be authorized by the vice president for research with approval by the ORC Director.
 - b. The right must exclude work where the underlying research has or will be sponsored by another party and such a right is granted as a condition for such sponsorship.
 - c. The right must have limited duration to allow for assessment of relationship and relative effectiveness in moving technologies to market.
- 10.10.5 Equity and other non-monetary returns. TTUS may negotiate, but shall not be obligated to negotiate, for equity interests and other non-monetary returns ("equity and other consideration") in lieu of or in addition to royalty and/or monetary consideration as a part of an agreement relating to intellectual property. Revenue from equity interests shall be distributed, upon payment, in accordance with Section 10.12.

- a. TTUS may receive equity and other consideration under terms that restrict its ability to sell, distribute or otherwise deal with that consideration. In such cases, any restrictions on TTUS' interest shall be equally applicable to the interest of the creator, unless waived or varied in writing and signed by the ORC Director and the creator.
- b. After notice to a creator's supervisor, and subject to any relevant policies, TTUS may enter into agreements with creators for ownership of equity interests by creators to the extent authorized by Section 51.912, *Texas Education Code*, as that Section may be amended from time to time.
- 10.10.6. TTUS does not act as a fiduciary agent or provide legal advice for any person concerning intellectual property agreements or equity or other consideration negotiated under the terms of this policy.
- 10.11 No restriction on future research. No agreement by TTUS may provide, and no agreement may be deemed to imply, any restriction on future research, development or unprovements by TTUS of any intellectual property, product or process which is the subject of such agreement. Further, no such agreement shall be deemed to create a conflict of interest which in any way, will preclude future development of any intellectual property by TTUS.

10.12 Distribution of revenue from intellectual property agreements.

10.12.1 When TTUS elects to protect intellectual property in its name, it shall award the creator a reasonable share (as set forth below) of net proceeds from royalties or other income or value after deduction of the directly assignable costs including patenting, copyrighting, marketing, licensing and protection of intellectual property rights.

10.12.2 The following provisions govern the distribution of royalties and other income from TTUS owned intellectual property, including but not limited to assignment fees, license fees, prepaid royalties, minimum royalties, running royalties, milestone payments, sublicense payments, and payments received by TTUS as a result of a settlement agreement or litigation related to enforcement of TTUS' rights in intellectual property ("revenue"), after TTUS has recouped all costs associated with protecting the intellectual property, and enforcing TTUS' rights relative to the intellectual property, including processing the patent or copyright application; marketing and licensing the technology; and any costs that may be associated with the enforcing TTUS' rights in intellectual property ("net revenue"):

Distribution of Net Revenue	?
-----------------------------	---

			Department	
Creator(s)	ORC	TTUS	*	Unit***
40%	30%	10%	10%	10%

- *TIUS refers to component units
- **Department, center, or institute
- ***College or School

10.12.3 For intellectual property assigned to TTUS for the purpose of commercialization under Section 10.06, the creator shall be entitled to 60% of net revenue, and the remaining 40% of net revenue (or more if the creator does not agree to accept 60%) shall be distributed as agreed by the officers of the component institution, Department and Unit. If the officers are unable to agree, the remaining net revenue shall be divided equally between the ORC and the applicable component institution, department, and unit.

- 10.12.4 Under extraordinary circumstances, the distribution of net revenue may be changed with the written approval of the president of the applicable component institution.
- 10.12.5 Net revenue is to be distributed as the net revenue is received; taking into account previously paid distributions. Funds distributed to the department and unit will be placed in unrestricted accounts under their control. Such funds will not be used to substitute for funds budgeted for expenditure in the routine annual operating budget which is approved by the board. If a covered person entitled to net revenue is no longer employed by TTUS, distributions will be made in accordance with TTUS accounts payable rules. If a covered person entitled to net revenue dies while still employed by TTUS, payments will be made in accordance with TTUS payroll rules concerning the death of an employee. Distributions made to a creator under this policy are not considered compensation for purposes of calculation of benefits which the creator otherwise receives under any benefit plan provided by TTUS or the State of Texas.
- 10.12.6 If TYUS receives revenue as a result of settlement or litigation related to the enforcement of TTUS' rights in intellectual property, such revenue will first be used to reimburse TTUS for expenses related to such actions. The creators are entitled to a portion of the remaining net revenue according to the distribution formulas outlined in this Section.
- In the event of multiple creators, the creators must reach an agreement as to the allocation of their distribution percentage consistent with the terms of this policy. Such final determination of each creator's share shall be made by written agreement signed by all parties and filed with the ORC. In the event that creators are unable to agree as to the

allocation percentage, the ORC shall apply equal distribution percentages among the creators.

- In the event of multiple component institutions or the involvement of the TTU system administration, the chief executive officers of the component institutions and, if applicable, the TTU system administration, must reach an agreement as to the allocation of their distribution percentage consistent with the terms of this policy. In the event an agreement cannot be reached, the ORC shall apply equal distributions among the entities.
- 10.12.9 This policy recognizes that in addition to the traditional academic units such as departments and colleges, research, and specifically interdisciplinary research, can be sponsored by other academic units, such as centers and institutes.
 - In such instances, because of the many different combinations that may occur, this policy does not specifically provide how net revenue is to be allocated. It is, however, the intent of this policy to allocate net revenue to the units that provided the substantial level of support that triggers TTUS' ownership of the intellectual property. The policy encourages voluntary agreements between such units prior to the development of intellectual property (to allocate the percentage of net revenue that is appropriate for each unit). If no agreement can be reached prior to the generation of revenue, the chief executive officers of the applicable component institution will resolve the allocation issue.
 - b. The division of net revenue from patents and copyrights managed by a patent or copyright agent will be controlled by TTUS'

agreement with such agent, as approved by the board. Any deviation requires the prior approval of the board.

10.13 Distribution of revenue from commercialization of copyrightable works.

- 10.13.1 Net revenue from commercialization of copyrightable works is the property of the TTUS component from which the work emerged. Net revenue received from commercialization of copyrightable works will be calculated as described in Section 10.12, and distributed as follows:
 - a. Work for hire: The component unit funding the work for hire shall be entitled to all net revenue from distribution or commercialization of work for hire.
 - b. When a component unit conducts the commercialization or distribution of the copyrightable work, the distribution of net revenue after expenses of creation and distribution shall be as follows: 50% to the component unit and 50% to the creator. In the event of multiple creators, the creators must reach an agreement as to the allocation of their distribution percentage consistent with the terms of this policy. Such final determination of each creator's share shall be made by written agreement signed by all parties and filed with the component unit's contracting office. In the event the creators are unable to agree as to the allocation percentage, the component unit shall apply equal distribution percentages among the creators.
 - c. Works developed with use of TTUS resources: In cases where the ORC conducts the commercialization or distribution of the copyrightable work on behalf of TTUS, the distribution of net

revenue shall be made in accordance with steps outlined in Section 10.12.

10.14 **Trademarks.** In most situations, a TTUS trademark identifies an item of intellectual property, such as a computer program or a plant variety. In other situations, a TTUS trademark identifies an educational, service, public relations, research, training, or athletic program of a TTUS component unit. Except to the extent the trademark is licensed to a third party, TTUS, or the applicable component unit, owns all right, title and interest in trademarks related to an item of intellectual property owned by the component unit, or to a program of education, service, public relations, research, training program or athletic program of a component unit. All income from the licensing of a TTUS trademark not licensed to a third party shall belong to the component unit.

10.15 Complaint procedure.

- 10.15.1 The purpose of these procedures is to address complaints of covered persons related to the actions or decisions made in accordance with this policy and to provide a mechanism for resolving them.

 Complaints regarding intellectual property shall be administered by the ORC Director as set forth herein.
 - a. Any covered person shall have the right to a hearing for redress of complaints through established channels.
 - b. The time periods for action prescribed in these procedures are guidelines only, but should be followed unless a request for extension is granted for good cause by the vice president for research of the applicable component institution. In granting extensions, the ORC Director may give consideration to any extension agreements made by the parties.

10.15.2 The complainant will present a written description of the complaint, with appropriate supporting documentation, and a proposed resolution to the ORC Director within 14 calendar days after the complainant becomes aware of the action constituting the complaint. The complainant and ORC Director will meet within 14 calendar days of receipt by the ORC Director and attempt resolution of the complaint. If resolution is not reached, the ORC Director's written decision will be provided to the complainant within 3 calendar days after the meeting. If the decision is not acceptable to the complainant, or if the ORC Director does not render a written decision within 3 calendar days, the complainant inar proceed as set forth below.

10.15.3 Appeal to the president.

- a. The appeal procedure is initiated by the complainant providing a written request to the president of the applicable component institution asking that the decision of the ORC Director be reviewed.
 - The complainant will provide copies of the original complaint, with appropriate supporting documentation, a copy of the written decision of the ORC Director and a proposed resolution.
 - (2) The appeal to the president shall be filed within 14 calendar days of the complainant's receipt of the written decision of the ORC Director, or, in the event the ORC Director fails to render a timely decision, then within 17 days of the meeting held pursuant to Section 10.15.2.

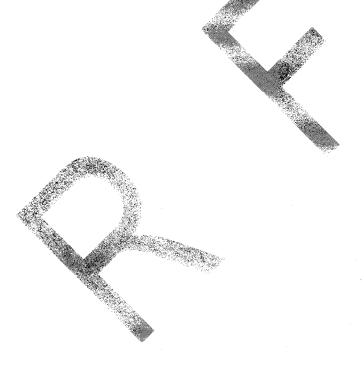
- b. The president will consider all materials submitted and render a
 written decision to the ORC Director and the complainant, within
 15 calendar days of receipt of the written request. The decision of
 the president is final.
- c. The ORC Director and complainant may agree to a resolution of the complaint at any time from institution of the complaint until receipt of the president's decision.

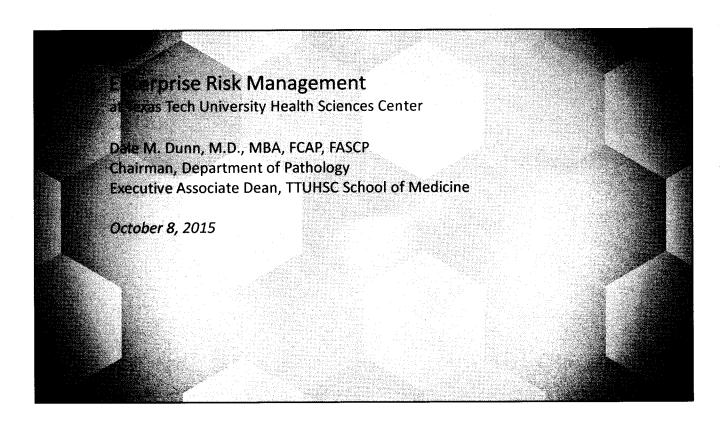
10.16 Reports to the board.

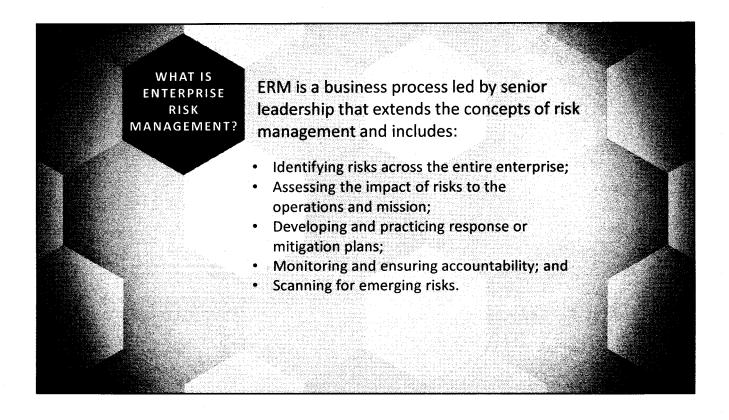
- 10.16.1 At least once a year, coincidental with a regular board meeting, the ORC Director shall prepare for the chancellor and the board a report listing the titles and a brief description of each intellectual property disclosure received since the last report, all license and assignment agreements entered into by the ORC, and the status of existing license and assignment agreements, including the distribution of revenues earned from such agreements.
- Board notification of employee participation in business entities. Any request by a TTUS employee to participate as an employee, officer or member of the board of directors of a business that has an agreement with TTUS relating to the research, development, licensing or exploitation of intellectual property in which TTUS has an ownership interest must be reported to the chancellor by the component unit through which the individual is employed, and will be submitted as a consent item to the board meeting agenda.
- 10.16.3 Reports to the State of Texas. In compliance with Section 51.912,

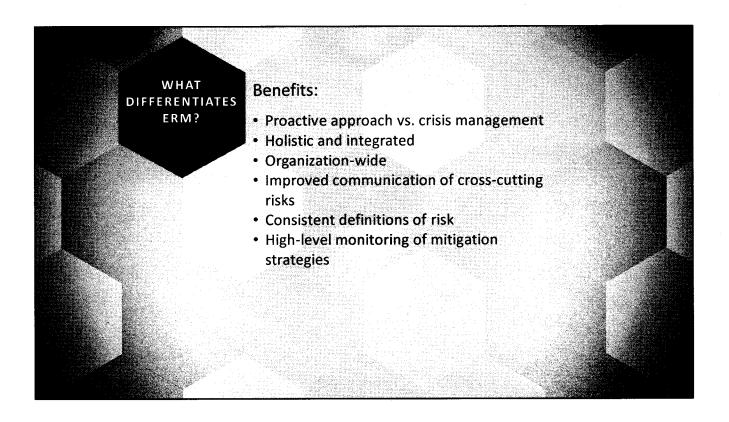
 Texas Education Code, as that Section may be amended from time to time, the board must file a report identifying all employees who have

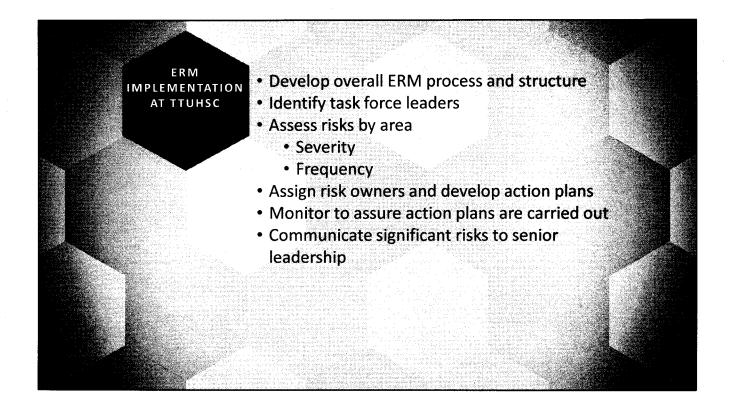
an equity interest in or serve as employees, officers, or members of the board of directors of business entities that have agreements with TTUS relating to the research, development, licensing or exploitation of intellectual property in which TTUS has an ownership interest. The report will be filed in accordance with the requirements of Section 51.005, *Texas Education Code*. The ORC Director will submit the report through the chancellor or his/her designee to the Office of the Board of Regents. The Office of the Board of Regents will obtain the signature of the chair and will transmit the report to the Governor's office and other required entities.

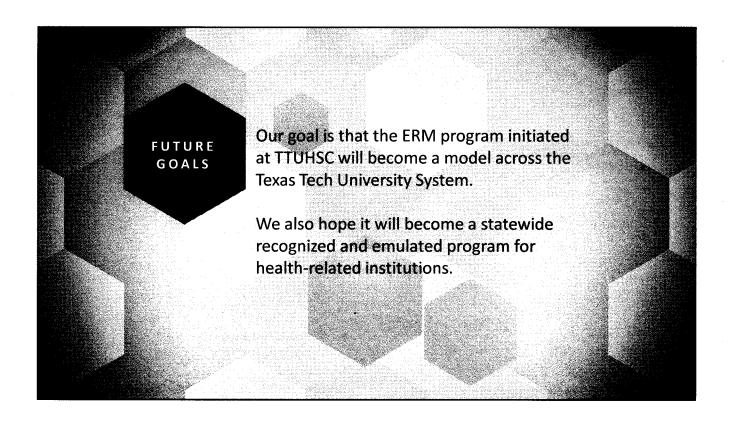


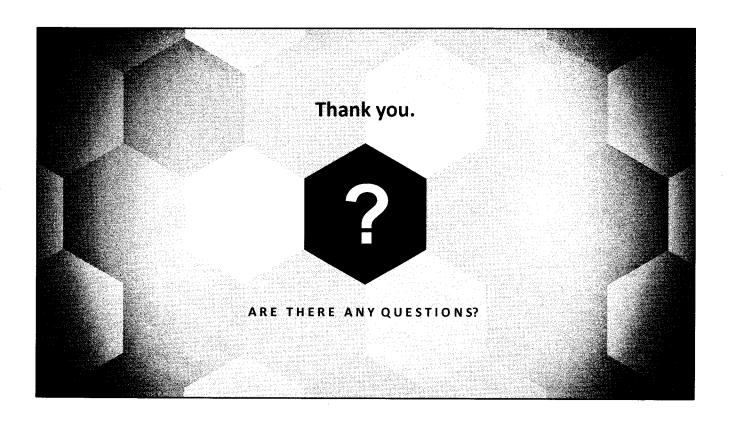












TEXAS TECH UNIVERSITY SYSTEM OFFICE OF AUDIT SERVICES PRIORITIZED AUDIT PLAN Fiscal Year 2016

PRIORITY	EMTITY	AUDIT ADEA		BUDGETED	BUDGET	STATUS AS	ACTUAL	TIME STILL	BUDGET v
PRIORIT	ENTITY	AUDIT AREA TOTAL ENGAGEMENT HOURS AVAILABLE		HOURS 19,000	ADJUSTMTS	OF SEP 28	HOURS	NEEDED	ACTUAL
		REQUIRED AUDITS							
Required	ALL	Audit Report Follow-Up Procedures and Reporting	Follow-Up	700		In Progress	59	641	
Required	ALL	State Auditor's Office, THECB, and Comptroller's Office Misc. Projects	Miscellaneous (assist)	20	(7)	+			
		TTU and HSC: 2015 Statewide Federal Financial Audit	Financial/Compliance (assist)			In Progress	2	3	
		TTU: Comptroller's Post Payment Audit	Financial/Compliance (assist)		2	In Progress	\vdash		
Required	ALL	CPRIT Grant Funds	Financial/Compliance (assist)	50					
Required		Contracting and Procurement Processes	Compliance	200			401	400	
Required		Compliance with Benefits Proportional by Fund Requirements	Compliance	400		In Progress	431	100	{′
Required	TTUS	Texas Tech Foundation, Inc. Financial Statements	Financial (assist)	120				-	
Required	TTUS	Regents, Chancellor, & Presidents Travel and Other Expenses	Compliance (assist)	50		la Barra d	 	24	
Required	TTUS	Office of Audit Services Annual Report	Compliance	30		In Progress	9	21	
Required	TTUS	Office of Audit Services Annual Plan	Compliance	100			\vdash		
Required	TTUS	Office of Audit Services Quality Assurance Activities Review	Compliance	60			\vdash		
Required	TTU	Athletics Financial Agreed-Upon Procedures	Financial (assist)	10			ļ	\vdash	
Required	TTU	Texas Tech Public Broadcasting Financial Statements	Financial (assist)	300		ļ. <u></u>	igsquare	\vdash	- 3
Required	TTU	Football Attendance Certification	Compliance	10			├		
Required	HSC	Correctional Managed Health Care Contract	Compliance	150			igwdown	\vdash	1
Required	HSC	Joint Admission Medical Program Grants – Lubbock SOM	Compliance	60		In Progress	5	55	
Required	HSC-EP	SACS Financial Statement Audit	Financial (assist)	100					1
Required	HSC-EP	Joint Admission Medical Program Grants – El Paso PLFSOM	Compliance	60		In Progress	1	59	
Required	ASU	Carr Foundation Financial Statements	Financial (assist)	10		ļ	\vdash		
		TOTAL S FOR REQUIRED AUDITS		0.400					,.
	_	TOTALS FOR REQUIRED AUDITS		2,430	-		507	879	1,0
							\longmapsto		
	TTHE	AUDITS IN PROGRESS AT AUGUST 1, 2015							
Prior Year	TTUS	Construction Project Expenses – TTU Research & Technology Park	Financial/Compliance (assist)	5		In Progress	\vdash	5	
Prior Year	TTUS	Construction Project Expenses – TTU Bayer Crop Research Facility Office of Investments	Financial/Compliance (assist)	5		In Progress		5	
Prior Year	TTUS		Operational/Financial	350		On Hold	2	348	
Prior Year	TTUS	Chancellor's Office	Controls	200		In Progress	141	10	
Prior Year	TTU	Risk Management Assessment	Risk Management	10		In Progress	<u> </u>	10	
Prior Year	TTU	NCAA Rules Compliance Program	Compliance	5		Complete	21		(
Prior Year		Ovations Contract	Financial	40		Complete	93		
Prior Year	TTU	Division of Undergraduate Education and Student Affairs	Financial/Operational	10		Complete	14	\longrightarrow	
Prior Year	HSC	Information Technology Processes	IT/Controls	40		Complete	90		(
Prior Year	HSC	Institutional Compliance Office	Operational/Compliance	150		In Progress	190	20	(
Prior Year	HSC	Correctional Managed Health Care Contract	Compliance	40		Complete	124		
	HSC	Lubbock Medical Practice Income Plan Trust Fund Reconciliation	Financial/Controls	60		Complete	54		
		Amarillo Medical Practice Income Plan Trust Fund Reconciliation	Financial/Controls	40		Complete	36		
Prior Year		Lubbock Medical Practice Income Plan Business Office Follow-Up	Controls	400		In Progress	85	315	
	HSC-EP	GE Centricity Business System Implementation – Design Phase	IT/Controls	30		In Progress	37	60	(
	HSC-EP	Financial Reporting Controls	Financial/Controls	120		In Progress	119	100	(
	ASU	Facilities Management	Operational/Financial	150		In Progress	122	20	
Prior Year	ALL	Wrap-up on Audits Included in August BOR Report		30		Complete	10		
		TOTALS FOR AUDITS IN PROGRESS		1,685	<u> </u>		1,128	893	(3
							\longrightarrow		
		UNPLANNED SPECIAL PROJECTS AND INVESTIGATIONS					igsquare		
		Total Hours Budgeted for Special Projects & Investigations		3,500	(350)		igsquare		3,1
		IN PROGRESS AT AUGUST 1, 2015					<u> </u>		
Sproal	HSC	Rural and Community Health Special	Special		250	In Progress	186	64	
		BEGUN AFTER AUGUST 1, 2015					oxdot	I	
Special		Miscellaneous Hotline Projects	Special		100	In Progress	14	86	
		SPECIAL PROJECTS AND INVESTIGATIONS TOTALS		3,500	350		200	150	3,1
							\Box		
191 11		HIGHEST PRIORITY					,Т		
	TTUS	Office of Institutional Advancement	Management Advisory	500					5
	TTUS	Direct Deposit Application Security	Information Technology	200			igwdown		2
and the second	TTU	Graduate School	IT/Operational	450					4
	TTU	Intercollegiate Athletics: Learfield Sports Marketing Contract	Financial	400		In Progress	21	379	
	TTU	Student Business Services	1T/Operational	350					3
dani da karanan di	HSC	Title IX Compliance	Compliance	350				T	3
_	HSC	Infection Control	Compliance/Operational	350		In Progress	49	301	
underland.		Human Resource Processes	Operational	400		In Progress	63	337	
ente d e mania	HSC			200					
and the same	HSC-EP	Title IX Compliance	Compliance	300					3
	HSC-EP HSC-EP	Human Resource Processes	IT/Operational	300		In Progress	153	147	
	HSC-EP HSC-EP HSC-EP	Human Resource Processes Contract Management Processes		300 350		In Progress	153	147	
	HSC-EP HSC-EP	Human Resource Processes	IT/Operational	300		In Progress	153	147	3

TEXAS TECH UNIVERSITY SYSTEM OFFICE OF AUDIT SERVICES PRIORITIZED AUDIT PLAN Fiscal Year 2016

PRIORITY	ENTITY	AUDIT AREA	1	BUDGETED HOURS	BUDGET ADJUSTMTS	STATUS AS OF SEP 28	ACTUAL HOURS	TIME STILL NEEDED	BUDGET vs
		MODERATE PRIORITY		*					
	TTUS	Construction Project Expenses	Financial/Compliance (assist)	30					:
2	TTU	Intercollegiate Athletics – NCAA Compliance	Compliance	400					40
100	TTU	Office of Research Services	Operational	400					40
	TŤU	College of Media and Communications	Financial/Controls	250					2:
	HSC	School of Medicine	Financial/Operational	400		-	 		4
and Order	HSC	DSRIP Program Oversight Processes	· 	1			- 10	100	44
2	HSC		Financial/Compliance	450		On Hold	12	438	
************	4	RSAM Risk Assessment Processes	Information Technology	350					3
2	HSC-EP	IT General Controls Review	Information Technology	350					3
9	HSC-EP	Payment Services	Compliance/Operational	200		l			2
and the same	HSC-EP	Travel Services	Compliance/Operational	200		In Progress	168	32	
2	ASU	CS Gold Application Security	Information Technology	275					2
2000	ASU	Student Financial Aid	IT/Compliance	250		In Progress	33	217	
			, , , , , , , , , , , , , , , , , , , ,				**		
		MODERATE PRIORITY TOTALS		3,555	-		213	687	2,6
		LOWER PRIORITY							
. 3	TTUS	Data Analysis	Risk Assessment	350		In Progress	35	315	
3	TTU	Department of Theatre and Dance	Financial/Controls	200			- 3	313	2
3	TTU	Department of Mechanical Engineering	Financial/Controls						
	a		-	200				<u> </u>	2
3	TTU	Center in Seville	Financial/Controls	250	L				2
. 3	HSC	Payor Provider Relations	Operational	350					3
3	HSC	Collection Agency Processes	Financial/Controls	350					3
3	HSC	Office of Sponsored Programs	Operational	400					4
3	HSC-EP	Bank Reconciliation Processes	Financial	100			·		1
3	HSC-EP	Procurement Card Processes	Compliance/Operational	200	-	In Progress	134	66	
3	HSC-EP		IT/Controls			III Flogress	134	00	
SANSON BROOKS INCOME.		GE Centricity Business System Implementation – Build/Test Phase Carr Foundation Royalty Payments		150					1
3	ASU	Can i odrodio i royalty Fayments	(assist)	5					
		LOWED BRIGHTY TOTAL O							
	-	LOWER PRIORITY TOTALS		2,555	•		169	381	2,0
		OTHER WALVE ARREST WORK							
		OTHER VALUE-ADDED WORK							
		Total Hours Budgeted for Other Value-Added Work		1,000	(246)				7
Other	ALL	Continuous Monitoring Data Analysis				Ongoing	21		
Other	ALL	Fraud Prevention Training				Ongoing	1	1	
Other	ALL	Cash Handling and Control Environment Training				Ongoing			
Other	ALL	New Employee Orientation				Ongoing	4		
Other	TTUS	Enterprise Application Steering Committee, Council, and Work Group	 						
Other	TTU	Institutional Compliance Committee	ļ			Ongoing			
	TTU					Ongoing			
Other		Ethics Center Advisory Board				Ongoing			
Other	TTU	Department Self-Assessment Tool				Ongoing	66		
Other	HSC	Institutional Compliance Working Committee				Ongoing		i	
Other	HSC	Billing Compliance Advisory Committee				Ongoing			
Other	HSC-EP	El Paso Transition Committee				Ongoing			
Other	N/A	Professional Organizations (ACUA, TACUA, IIA, TSCPA)				Ongoing	85		
	N/A	TTFCU Committees				Ongoing	13		
-	ALL	Other Miscellaneous Projects	 				56		
20.00		The state of the s	 	-		Ongoing	30		
		OTHER VALUE-ADDED WORK TOTALS		1,000	-		246		7
				,,,,,,					
			 					4,154	12,0
		TOTAL ENGAGEMENT HOURS	l l	19 000	0		2 740		12,00
		TOTAL ENGAGEMENT HOURS		19,000	0		2,749		
*******	*********	TOTAL ENGAGEMENT HOURS	************************			**********			**********
*********	*********		***********************			********			***********
******	***********		***************************************			*******			************
		KEY				******			**********
	TTUS	KEY Texas Tech University System and/or inclusive of multiple Texas Tech ins				*******			***********
	TTUS TTUSA	KEY Texas Tech University System and/or inclusive of multiple Texas Tech ins Texas Tech University System Administration				*******			**********
	TTUS TTUSA TTU	KEY Texas Tech University System and/or inclusive of multiple Texas Tech ins Texas Tech University System Administration Texas Tech University				*********			
	TTUS TTUSA TTU HSC	KEY Texas Tech University System and/or inclusive of multiple Texas Tech ins Texas Tech University System Administration Texas Tech University Texas Tech University Health Sciences Center							
	TTUS TTUSA TTU HSC ASU	KEY Texas Tech University System and/or inclusive of multiple Texas Tech ins Texas Tech University System Administration Texas Tech University Texas Tech University Health Sciences Center Angelo State University							
	TTUS TTUSA TTU HSC ASU HSC-EP	KEY Texas Tech University System and/or inclusive of multiple Texas Tech ins Texas Tech University System Administration Texas Tech University Texas Tech University Health Sciences Center Angelo State University Texas Tech University Health Sciences Center at El Paso							***************************************
	TTUS TTUSA TTU HSC ASU	KEY Texas Tech University System and/or inclusive of multiple Texas Tech ins Texas Tech University System Administration Texas Tech University Texas Tech University Health Sciences Center Angelo State University							***************************************
	TTUS TTUSA TTU HSC ASU HSC-EP	KEY Texas Tech University System and/or inclusive of multiple Texas Tech ins Texas Tech University System Administration Texas Tech University Texas Tech University Health Sciences Center Angelo State University Texas Tech University Health Sciences Center at El Paso							***************************************
	TTUS TTUSA TTU HSC ASU HSC-EP N/A	KEY Texas Tech University System and/or inclusive of multiple Texas Tech ins Texas Tech University System Administration Texas Tech University Texas Tech University Health Sciences Center Angelo State University Texas Tech University Health Sciences Center at El Paso	titutions						***************************************
Sequired .	TTUS TTUSA TTU HSC ASU HSC-EP N/A Audits that are	KEY Texas Tech University System and/or inclusive of multiple Texas Tech ins Texas Tech University System Administration Texas Tech University Texas Tech University Health Sciences Center Angelo State University Texas Tech University Health Sciences Center at El Paso Work that is not attributable to a particular institution or campus mandated by law, Operating Policies, standards, contracts, etc. Will be per	stitutions						
equired ior Year	TTUS TTUSA TTU HSC ASU HSC-EP N/A Audits that are Engagements	KEY Texas Tech University System and/or inclusive of multiple Texas Tech ins Texas Tech University System Administration Texas Tech University Texas Tech University Health Sciences Center Angelo State University Texas Tech University Health Sciences Center at El Paso Work that is not attributable to a particular institution or campus mandated by law, Operating Policies, standards, contracts, etc. Will be perform prior year annual plan that were in progress at August 1. Goal is to co	stitutions						
Sequired rior Year	TTUS TTUSA TTU HSC ASU HSC-EP N/A Audits that are Engagements Unplanned spe	KEY Texas Tech University System and/or inclusive of multiple Texas Tech ins Texas Tech University System Administration Texas Tech University Health Sciences Center at El Paso Work that is not attributable to a particular institution or campus mandated by law, Operating Policies, standards, contracts, etc. Will be perform prior year annual plan that were in progress at August 1. Goal is to coloid projects and investigations.	stitutions						
equired ior Year	TTUS TTUSA TTU HSC ASU HSC-EP N/A Audits that are Engagements Unplanned spc Engagements	KEY Texas Tech University System and/or inclusive of multiple Texas Tech ins Texas Tech University System Administration Texas Tech University Health Sciences Center Angelo State University Health Sciences Center Angelo State University Health Sciences Center at El Paso Work that is not attributable to a particular institution or campus mandated by law, Operating Policies, standards, contracts, etc. Will be pe from prior year annual plan that were in progress at August 1. Goal is to or cical projects and investigations. that were deemed most critical per the risk assessment at August 1.	ititutions Informed based on timing of ext Implies them early in the year.						
equired for Year feedel	TTUS TTUSA TTU HSC-EP N/A Audits that are Engagements Unplanned spe Engagements Engagements	KEY Texas Tech University System and/or inclusive of multiple Texas Tech ins Texas Tech University System Administration Texas Tech University Health Sciences Center Angelo State University Health Sciences Center Angelo State University Health Sciences Center at El Paso Work that is not attributable to a particular institution or campus mandated by law, Operating Policies, standards, contracts, etc. Will be per from prior year annual plan that were in progress at August 1. Goal is to or colal projects and investigations. that were deemed most critical per the risk assessment at August 1. that were deemed to be moderately critical per the risk assessment at August 1.	ititutions Informed based on timing of ext Implies them early in the year.						
equired or Year bedie	TTUS TTUSA TTU HSC ASU HSC-EP N/A Audits that are Engagements Unplanned spe Engagements Engagements Engagements Engagements	KEY Texas Tech University System and/or inclusive of multiple Texas Tech ins Texas Tech University System Administration Texas Tech University Health Sciences Center Angelo State University Health Sciences Center Angelo State University Health Sciences Center at El Paso Work that is not attributable to a particular institution or campus mandated by law, Operating Policies, standards, contracts, etc. Will be pe from prior year annual plan that were in progress at August 1. Goal is to or cical projects and investigations. that were deemed most critical per the risk assessment at August 1.	stitutions Informed based on timing of extimplete them early in the year.						

SGA President's Report Angelo State University Board of Regents Meeting October 9, 2015

Jarett Lujan presented his report to the Board: "Good morning everyone and thank you Mr. Chairman. First of all, again, thank you all for allowing me the privilege to speak. It is truly an honor to be here. Thank you for letting me see what rain looks like too. We haven't seen that in a while.

"First of all, I always like to recognize the students who travel with us—the senators. Some of them, you have already met like Vice President Haley Rhodes. She is here today as well as president pro tempore Peyton LaBauve; Parliamentarian Alfredo Felipe; Senate Clerk, Matt Low; and some new senators including Kierstin Hernandez, who is a criminal justice major; Renee Pritchard, who is a mathematics major; Tyler Griffon, who is a communications and mass media major; and Julio Gaiton, who is a biology major.

"We wanted to give you a visual of what is going on with the Angelo State student body. Once of the first things you will notice is that we have new signs on Jackson Street. You can see a familiar face on one of those—me. This highlights all of our student athletes and you can see those all the way down Jackson Street. That is part of our "Raise your Voice" campaign which are actual words of our alma mater.

"Some new traditions—one of the things that the SGA manages is putting the RAM letters or RAMS on our Concho Hall. That way it is seen at our stadium as students leave going back towards the campus. You can actually see it spelled out. It's even better when we win. That is a tradition that the SGA has started and manages. Freddy Filipe is the one who handles that. He is also an RA in Concho Hall.

"As most of you know, one of our great traditions is our spirit line. That was one of the first ones that we had last year. That is one of the pictures taken at our football game. After half time, all of our student and even guests come down to the field and we welcome the football team returning for the second half.

"I talked a lot about Ram Tram in the past. I just want to give you a visual. We have these bus stops in and around a bunch of dorms. There are two on campus, one is at Centennial Hall and one is at the Plaza Verde Hall. The actual numbers of use have gone up and they have had to use a bigger bus. So, we are seeing great developments with that.

"Another SGA initiative focuses on school pride. At the Junell Center windows at the weight room, we donated money to dedicate to the class of 2016. You can see Dominic the Ram actually facing out. It's pretty neat. A lot of students like that. That was a great SGA initiative that Dr. Flores was able to give us a chance to be a part of.

"We held a Freshmen Welcome. We addressed all of the students and let them know that the Student Government was there for them. Each dorm was designed with their own shirt. That is to give them a sense of pride in regard to the dorm they reside. We also handed out survival packs for their first week. They got soap, snacks, etc. to help them survive the first week of school.

"As I mentioned, we are really focused on school spirit and supporting our student organizations. Haley and I attended some of the organization tailgates. I am well known for wearing some pretty creative shorts—blue and gold, splatter paint. I try to be as spirited as I can.

"Another one of our greatest initiatives that we were able to accomplish is having a full student senate. We are completely full as of now. At our first meeting, everyone was very excited including the administrators. That is one initiative that is now complete.

"One of the other things we've worked on is the student sections. The SGA is taking a big role in revamping our student sections and making them a little more rowdy, much like Texas Tech but we also support our band so Hailey and I do make a trip to go around and support our band members.

"As far as things to come for the SGA, one of the things we are planning on for the future is a student-led endowment campaign that will be handled through our Development Office. We are partnering with them to actually do a "students giving back to students" campaign.

"Homecoming will be this coming week so we will be very busy. One of the things that we are adding to our homecoming list is Ram remembrance so we are going to be remembering our alumni, faculty, staff and students who have left us. The Blue and Gold party is another addition that the SGA is sponsoring for homecoming. The SGA is also going to host a Thanksgiving dinner for all of its members and one of our last programs for the year will be our SGA Christmas tree lighting. All of the student organizations get together and we all decorate ornaments and put up a Christmas tree and we actually light up the Memorial Oak Grove that is next to the Administration Building. That is a neat event that has been revamped since last year. A lot of students seem to like it. We have a synthetic ice skating rink so students come out and they can basically skate on a tile floor. It's great so students can go back home and tell their other friends about their college experiences.

"That concludes my report. Are there any questions?"

Student Regent Victoria Messer commented, "I just want to say that the ASU SGA has done such an amazing job with all of the initiatives that have been going on in addition to school. I am extremely impressed. I have been keeping up with them a bit. Congratulations to you all. This has been an amazing thing for Angelo State."

SGA President's Report Texas Tech University Board of Regents Meeting October 9, 2015

Holton Westbook presented his report to the Board: "Thank you Chairman Long. I appreciate the opportunity to speak with you guys this morning. I know this week is a busy one at Texas Tech with homecoming and everything involved with that throughout the week and all of the festivities. I know that President Nellis and I have taken part of many of them throughout the week so far. Our fingers are crossed for our parade that is scheduled for later today. We are looking forward to that. Also, if you feel the need for a poncho, we have a swag wagon with the SGA who is driving around campus. Let me know if you need a poncho and I'll hook you up. That is one initiative that we had in getting awareness out to students. We partnered with Athletics in order to get a golf cart to borrow on Fridays before game days during the Fearless Fridays we have. We give out "free swag" as we call it on campus. If you see that today, feel free to get some of that on your way to your vehicle or wherever you are going across campus.

"Other initiatives across campus that we have taken on as a student government association—one big one that we are very proud of and we are very blessed to have the opportunity to work with; Dr. Juan Muñoz the vice president for diversity, equity and community engagement supported us throughout this process. I know about two months ago we sat down. I was looking to give back scholarships to students and as Jarett was talking about in regards to giving back from student-to-student. We thought we'd be on a fundraising campaign for the next few years and we were blessed with the opportunity to find finances that the students will be able to utilize and we have the proud honor of giving \$20,000 in scholarships to students in the next few weeks. Right now we are viewing applications. It is a really exciting time to be a student who gives back in that way. It's a really unique experience that I am looking forward to working on and being able to continue in the future. It's a very rewarding experience. I appreciate the efforts of the president and the vice president as well in supporting us with that.

"Second, we held a watch-party at the Jones. This is something we were looking forward to. We have partnered with the RISE Office—a new office on campus—as well as the IFC and Pan-Hellenic during alcohol awareness week which occurs for two weeks beginning October 24 during the away game for Oklahoma. We were hosting an event which is an alternative to alcohol surrounding games and such. We are trying to promote that awareness and promote a really great environment for students. We are very excited about that and looking forward to hopefully beating OU in two weeks at that event but the Student Government Association is a proud sponsor of that and we look forward to supporting the students and offering that service. I don't know about you but I personally feel that being able to watch a game on a screen that is not 20 inches in size is nice. We'll be at the Jones AT&T Stadium. We appreciate the athletic director, Kirby Hocutt, and our relationship with him.

"Beyond that, also during this week we have our homecoming candidates and will have our homecoming king and queen crowned. I guess that Dr. Mitchell has a little personal interest in that area this year with his son running. He is a great individual and it will be great to see how that turns out. That is definitely a big thing for us today. In a few hours that ballot will come out but also on that ballot is a survey for concealed campus carry and some different questions in regards to that which students will be answering. We are looking forward to seeing the feedback on that as we are working on that issue. I know that the leadership with Dr. Schovanec is something that we appreciate as students. He is very appreciative of the student input and concerns. We appreciate your efforts Dr. Schovanec and we are looking forward to seeing what other student's interests may be in regards to this issue.

"We are also working on fee committees across the University. I have served on about 30 or 40 different meetings in the past few weeks. That has been a great experience and has been a unique one. I have learned a lot about this university and I look forward to finishing those meetings up throughout this next week. I'm sure we'll be bringing that report to you soon.

"One final thing—Caleb Fisher, our external vice president has been actively working with the Lubbock community in order to build up our relationship from the student side. We are looking to have some events and partnerships with them through various initiatives. We hope to report back to you during the December Board meeting in some of the advances on that area. We are looking forward to that and just thought I'd share that with you.

"Our student senate had their retreat about a month ago in Happy, Texas. We had a great experience there and got to know the senators. We look forward to their initiatives and all of their concerns and seeing how things work out for next year for students and their constituents.

"Thank you very much for allowing us to speak. I know that you guys have a very tight schedule yet you still wanted to hear from the Student Government Association concerns and our student issues; we really appreciate that. As well, Dr. Nellis, I appreciate the opportunity to participate in these meetings and talk on behalf of the students. I know that your interest is there as well.

"Please let me know if you have any questions."

SGA President's Report Texas Tech University Health Sciences Center Board of Regents Meeting October 9, 2015

Michael Russell presented his report to the Board: "Howdy to you all. Dr. Mitchell is going to be yelling at me for the Aggie greetings. I apologize for using that here. I would like to say that the last time I spoke was during the May Board meeting, right before my medical licensure exam and it is much more beautiful to be on the post-end of that exam. The sun is once again visible; I can feel the wind my face and I'm starting to lose my step one baby weight. It's nice to be done with that.

"For those who may not remember me, my name is Mike Russell. I'm the TTUHSC SGA president. I am happy to be able to share what we have been up to for the past four to five months. During my first meeting, I highlighted a couple of goals that we have which are overarching for the entire year. We are little bit different because for the most part we are a graduate institution. So, our objectives and goals are a little bit different. Two of those overarching goals that I'd like to mention again and then talk about how we are accomplishing those goals. Our first one is increasing interactions with our TTUHSC regional senators and our regional students. We are a regional institution with campuses in Amarillo, Midland, Odessa, Abilene, Dallas and I guess we'll be starting in San Antonio with our nursing school and also in Lubbock. So, we'd like to make all of those students feel that they are part of the TTUHSC system regardless of where they are at or what their background is—that is a huge objective for us. Similarly to this, another big part of this year for us is increasing the pride that our students take in the TTUHSC system and the TT system as a whole. Twenty percent of our students attended undergraduate at Texas Tech University with the remainder from across the nation. I am from Pennsylvania originally and received my undergrad in Michigan but I have embraced the Texas Tech lifestyle with perfect attendance at all of the home football games and I want all of our students, regardless or not if they go home football games, if they're an Aggie, if they are a Longhorn, to take pride in the education that they receive. That is another objective that we have for this year. Now, to talk about how we are actually obtaining these goals. The first event that we held this year was the "welcome back" events at all of our regional campuses. We did that in conjunction with Margret Duran and the Student Services Department. That was a great event. We basically drove all over the West Texas landscape and highlighted what we can offer as a student government and talked about different issues that the regional campuses are experiencing, how we can work with them, and also electing regional senators. The complaint that we followed up on were actually complaints from our student satisfaction survey from this past year. Interestingly enough, most of the complaints that we received were directed directly at Dr. Mitchell. I don't know if I should bring that up here or if this is the proper forum. The largest issue was that he needs some new Aggie jokes. This is some dangerous ground. Please let me graduate; I have two years left and we're good to go.

"After our "welcome back" events we also hosted two other major events. First, we hosted an SGA orientation. We oriented our SGA senators. Right after that we had an

SGA leadership summit which is our crown jewel for the year. We were really privileged this year. Chancellor Duncan and President Mitchell spoke at this event and we really appreciated that. We got rave reviews from all of the attendees. It wasn't just the SGA senators, it was the senators from our regional campuses, it was campus leaders from all of the respective programs, all of our regional campuses with the exception of Dallas were in attendance. It was great because we were able to obtain the goal that I mentioned in getting our students back on campus. We had a huge tailgate forum after our leadership summit. We went to the TCU game; sadly the results were less than ideal but it was still a good game and they really appreciated that and making them feel like part of the Texas Tech Lubbock system and helping them to buy into what we are trying to accomplish here.

"As an SGA, we have also started hosting weekly tailgates prior to our home football games. I am happy to say that each week our attendance is increasing. Of course, that is easy when during the first week you only have four students attend. We'll kind of ignore that one. I ate about four pounds of meat that first week all by myself. This last week we had over 100 attendees at our tailgate which is pretty awesome when you have a bunch of graduate students whose sole objective is to get a good grade and they could care less about the rest of life. So, bringing them out to a tailgate and bringing them out to socialize in an interprofessional and interdisciplinary type setup is really great—helping them to see the sun for the first time in several weeks for some of them is always a positive thing.

"Similarly to the other campuses in the other reports presented, we have launched various committees for some of the major issues that have been discussed including campus carry, chiefly among them, and also our impending campus expansion. Cheyenne Mangold who spoke in my absence at the last Board of Regents meeting is coordinating those and doing a great job. We are looking forward to presenting some of our findings to Dr. Mitchell here in the next couple of weeks.

"In addition to this, we have also started hosting public forums in our campus Synergistic Center on a biweekly basis right after our meetings. SGA awareness on our campus has been historically somewhat lacking. A lot of people don't know what we do or what we stand for. This is a good way, where it's not our executive officers, it's our senators themselves. They sit down and dialogue with their classmates in a public setting about the issues that we are trying to take care of for our students. It's really been well received. Similarly to this, we have launched a Facebook campaign, an online media presence which is something we are pushing hard this year. In the last month since we have started this we have had a 200 percent increase in our Facebook page. This is really quite exceptional. We gave away a Kliff Kingsbury autographed football. That was quite popular. They didn't know that I was the one who signed it but that's okay—neither here nor there.

"So, another thing, this is the last objective that we are doing and I'll let you guys get back to your business. We also enacted a quarterly review-type process where basically we want to maintain a transparent organization and make sure that students are aware of what we are doing and upfront with everything we do. So, our senators are actually evaluating our executive committee on a quarterly basis. We take that

feedback and if we don't like, apply that to improve our organization for the rest of the year. That has been really helpful for identifying areas that we didn't know or realize were missing in our leadership style. I think our senators really appreciate that type of transparency.

"In terms of planned activities, we have a couple planned in the near future. Our largest one is our "day of service" which takes after the TTU campus and in El Paso as well. We are launching a "day of service" event not just for our senators but for our entire TTUHSC to showcase who we are—we're the Health Sciences Center; we're an institution all to ourselves; and we are going out into the community and we are going to change things. That is exciting and will be coming up in November. We are also launching quarterly socials and mixers. We launched our first one about three weeks ago. We had almost 50 people in attendance and it was well-received. Once again, we are trying to get our people out of their caves, out of their study environments and give them a little break from that so they can meet some very interesting people.

"Thank you again for your time. I appreciate you giving me a chance to speak here today and Dr. Mitchell, I apologize. Like I said, only two more years and then I'll be out of your hair."

Student Representative Report Texas Tech University Health Sciences Center El Paso Board of Regents Meeting October 9, 2015

Catherine Howard presented her report to the Board: "Good morning everyone. My name is Catherine Howard. It is a pleasure to get to speak with you today. I will present our student report. As Mike was reporting, this last year we had our first all-university event where we stepped out into the community and were able to work with 12 different organizations. We partnered with these organizations just this past September. The name of the volunteer day was Corazon de Oro which means heart of gold. It took us a few hours to come up with that name so I really hope you appreciate it. We had students working on a man's home in El Paso. That man was a war veteran and had one of his legs amputated and was unable to fix his home so a group of students were able to go to his home and help him. That was done in partnership with Habitat for Humanity. This year we were able to get the Nursing School as well as the Graduate School and the Medical School involved. We had over 180 volunteers and logged over 720 volunteering hours in just that one morning.

"How many of you have heard about one of our student-run clinics? One is in Sparks. The free clinic for the people of Sparks and the surrounding area is open twice a week. They see 20 to 25 patients each time. They may offer ultrasound or pap smear clinics. It provides free healthcare to these people who otherwise would have access to none. It costs about \$29,000 to run this clinic annually. Fortunately, they are able to receive grants but this money from Texas Tech as well only goes toward the clinic aspect, toward different procedures or different labs. As far as the community center itself, the building, let's say the room is falling in, none of that money goes towards the building. So, these last few months we've had two fundraisers for that clinic. The first one was Sprint for Sparks. There were over 150 participants this year either from the Medical School, the Nursing School, the Graduate School or just the people of El Paso. The person who placed first was a 12 year old girl. It was pretty interesting seeing her run down that hill and beating a lot of other graduate school athletes.

"The other recent event that Jeremy talked with you about last time was the new golf tournament—that was his brainchild. We had over 40 participants and raised over \$4,500. This included residents, doctors and anyone in the area or anyone from El Paso who was able to participate to help raise money for this student-run clinic.

"As far as upcoming events are concerned, the PLFSOM has a research project that all of us must do in order to graduate. I actually worked at Southwestern this summer and I can safely that I am positive I made the right choice in medical schools. We have over 116 students presenting and this will be coming up in November.

"As far as future direction, our first goal is to increase community outreach and awareness. I don't believe that El Paso should be treated just as a transient place. It's not like I'm there for four years and then gone and all I ever did was see the inside of a building and the inside of my apartment. El Paso is a place where we can build

connections with the people who live there. We can reach out to them through service events such as Corazon de Oro and we can build lasting friendships and relationships that go beyond just medical school.

"Finally, we are working to create an overarching student government between the Nursing, Graduate and Medical Schools in El Paso. We are almost done with that. It's almost into place and we are very excited about that. As Dr. Lange mentioned, I have been working very hard personally these past few months, actually since I got to El Paso to recruit new students. After having interviewed at several schools in Texas. I was able to realize what drew me towards different schools the most and some of the things were the student panel. A few of my other student government friends have been working on a student panel that happens every week with interviewees just to give them no administration, nothing leaves this room, what do you want to talk about, we're the student who attend here, what questions do you have about our school. We started this last year. We had over 25 first-year students show up because they said that panel was so influential in their decision to come to El Paso that they wanted to be a part of that for new interviewees. Beyond that, just this year, our MS2s have started to help lead the tours around campus as well. It's one thing to walk around a school and be told XYZ about it but it's another thing for a student in a white coat to be standing next to you, telling you personal stories or really grabbing your attention with their experiences. I am excited to be a part of that and to continue to foster those new relationships at our school.

"Are there any questions?"