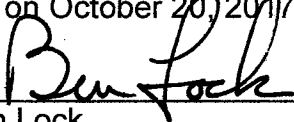


INDEX OF ATTACHMENTS

- Attachment 1 Texas Higher Education Coordinating Board ("THECB") Texas Tech University Board of Regents, 60x30TX,
- Attachment 2 TTUHSC El Paso OP 60.01, Tenure and Promotion Policy, with proposed revisions
- Attachment 3 TTUHSC El Paso OP 60.03, Comprehensive Performance Evaluation of Tenured Faculty, with proposed revisions
- Attachment 4 TTUHSC PLFSOM Procedure for Comprehensive Performance Evaluation of Tenured Faculty
- Attachment 5 ASU OP 16.03 Sexual Harassment, Sexual Assault, Sexual Misconduct, and Title IX Policy and Complaint Procedure
- Attachment 6 TTU OP 40.03 Sexual Harassment, Sexual Assault, Sexual Misconduct, and Title IX Policy and Complaint Procedure
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- Attachment 20 TTUS Report on Facilities Planning and Construction Projects (Project data as of 09/29/2017) PowerPoint
- Attachment 21 TTUS Amendments to *Regents' Rules*, Section 07.12.4

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 20, 2017.



Ben Lock
Secretary

SEAL

Texas Tech
University System
Board of Regents

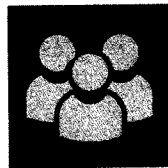
60x30TX
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Texas Higher Education
Coordinating Board

Raymund A. Paredes, Ph.D.
Commissioner of Higher Education

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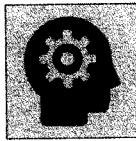
60x30TX: Texas Bold, Texas Achievable



60x30
Educated Population



Completion

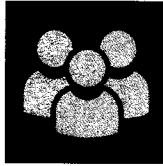


**Marketable
Skills**



**Student
Debt**

60x30TX



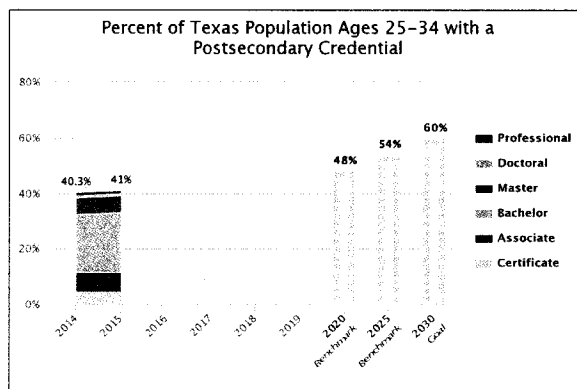
60x30 Educated Population

By 2030, at least 60 percent of Texans ages 25-34 will have a postsecondary credential or degree.

Achieving the 60x30 goal is critical for Texas to remain globally competitive and for its people and communities to prosper.

60x30TX

Texas is making progress toward the 60x30 Educated Population goal



- Texas will need to increase the percent of the population with a postsecondary credential by 1.3 percentage points a year to reach 60% by 2030.

60x30TX



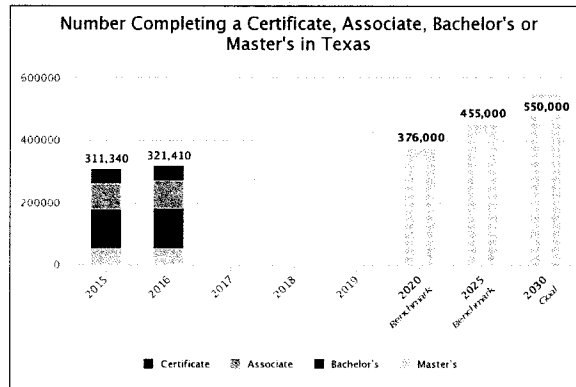
COMPLETION

Goal: By 2030, at least 550,000 students in that year will complete a certificate, associate, bachelor's, or master's from an institution of higher education in Texas.

If reached, Texas will award a total of 6.4 million certificates or degrees during the 15 years of this plan.

60x30TX

Completions are growing, but Texas needs to accelerate pace

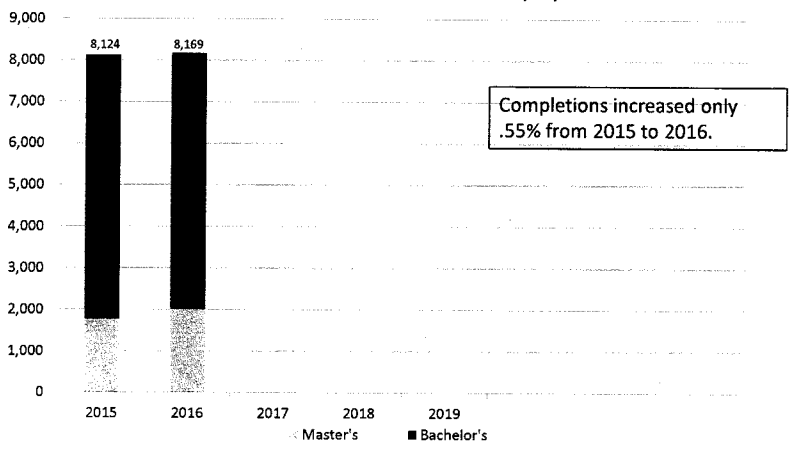


- Associate degree completions had the greatest increases between 2015 and 2016.

60x30TX

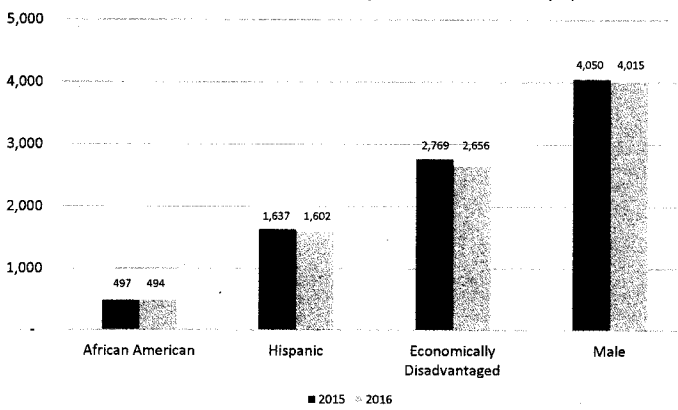
Texas Tech System overall completions are slightly increasing

Number Completing a Certificate, Associate, Bachelor's or Master's in Texas Tech University System

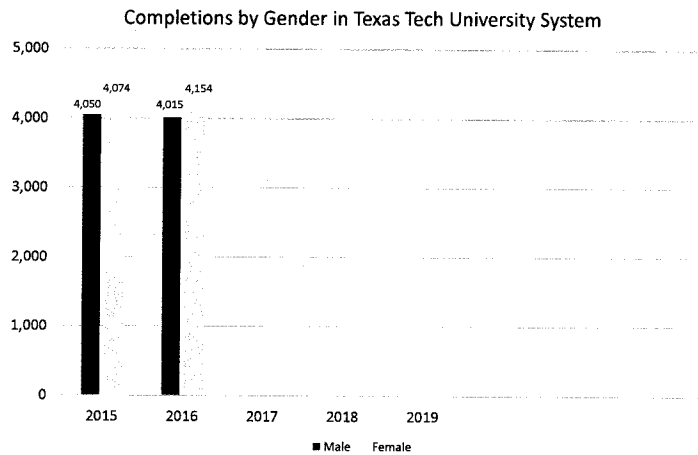


Texas Tech System target population completions

Target Populations: African American, Hispanic, Economically Disadvantaged, and Males Completing in Texas Tech University System



Texas Tech System completions by gender



60x30TX

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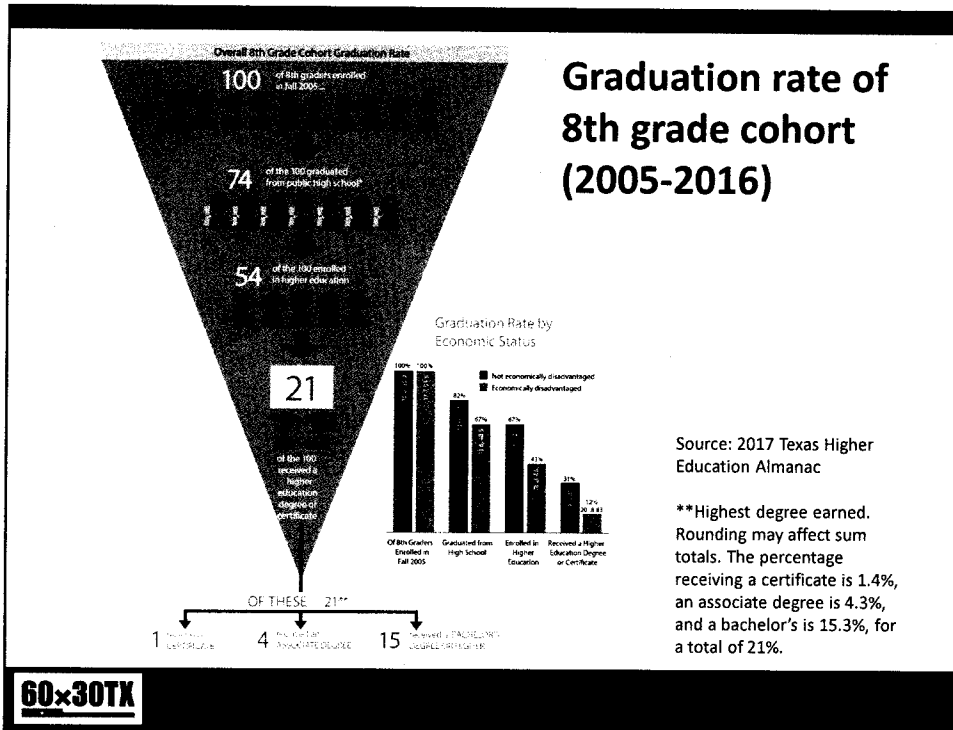
Graduation Rates for Economically Disadvantaged Students Still Lag Behind

6-Year Graduation Rates by Economic Status

Institution	Fall 2010-FY2016									
	Received Pell					Did Not Receive Pell				
	Fall 2010 Cohort	Pell	% of Cohort	Grad	% of Pell	No Pell	% of Cohort	Grad	% of No Pell	
ANGELO STATE UNIVERSITY	1,306	638	48.9%	223	35.0%	668	51.1%	358	53.6%	
TEXAS TECH UNIVERSITY	4,730	1,212	25.6%	749	61.8%	3,518	74.4%	2,558	72.7%	
STATEWIDE	66,567	28,397	42.7%	13,762	48.5%	38,170	57.3%	25,711	67.4%	

60x30TX

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MARKETABLE SKILLS

Goal: By 2030, all graduates from Texas public institutions of higher education will have completed programs with identified marketable skills.

What is a marketable skill?

Students exit from any degree program with a variety of skills.

Marketable skills include interpersonal, cognitive, and applied skill areas, are valued by employers, and are primary or complementary to a major.

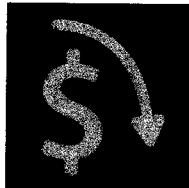
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Institutions, associations, and THECB are engaged in marketable skills activities

- **Engaging Career Services** – THECB has reached out to career service professionals.
- **Texas Council of Chief Academic Officers (TCCAO)** to convene faculty from similar disciplines to create lists of marketable skills.
- **Texas Council of Chief Student Affairs Officers (TCCSAO)** has developed a common framework of marketable skills that creates crosswalk between core objectives and in-demand skills sought by employers.
- THECB hosted Marketable Skills Conference to collect institutions' suggestions for achieving marketable skills goal.

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STUDENT DEBT

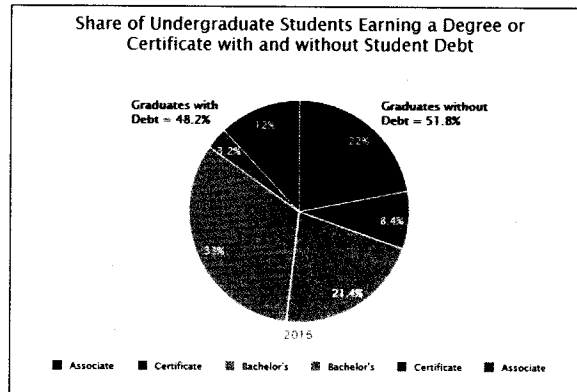
Goal: By 2030, undergraduate student loan debt will not exceed 60 percent of first-year wages for graduates of Texas public institutions.

The ratio of 60% is a statewide maintenance goal.

A balanced relationship among 1) the state, 2) the institutions, and 3) the students is critical to achieve this goal.

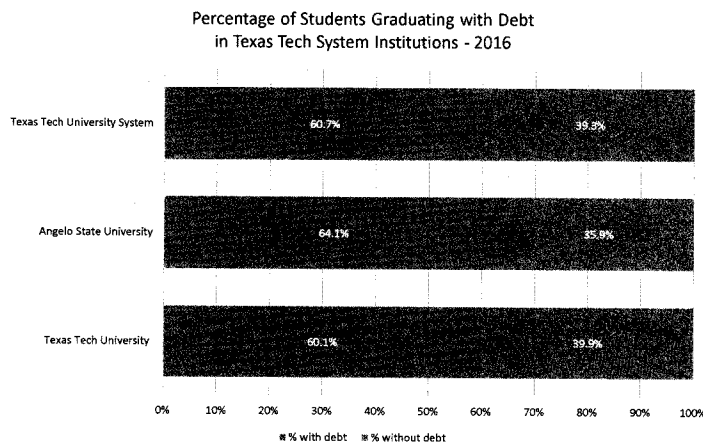
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Statewide: The percent of students that graduate with any debt has decreased



- The percent of students who graduate with any debt has decreased from 49.1% in FY 2015 to 48.2% in FY 2016.

Texas Tech System has almost 61 percent of students that graduate with debt



Progress toward 60x30TX goals, targets

Goal	Target	Statewide First-Year Baseline (2015)*	Statewide 2016 Progress*	Texas Tech System (2015)*	Texas Tech 2016 Progress*
60x30	60x30 (Educated Population)	40.3%	41.0%	N/A**	N/A**
Completion	Overall	311,340	321,410	8,124	8,169
	Hispanic	96,657	103,889	1,637	1,602
	African American	38,964	38,813	497	494
	Male	131,037	135,849	4,050	4,015
	Economically Disadvantaged	114,176	119,490	2,769	2,656
	TX High School Graduates Enrolling in TX Higher Education	52.7%	51.9%	N/A**	N/A**
Marketable Skills	Working or Enrolled Within One Year	78.9%	78.8%	76.7%	74.7%
Student Debt	Student Loan Debt to First Year Wage Percentage	60%	60%	74.6%	79.8%
	Excess SCH Attempted	20	18	19	18
	Percent of Undergraduates Completing with Debt	49.2%	48.2%	61.7%	60.7%

* Baseline uses 2015 data when possible and 2016 progress uses 2016 data when possible; otherwise most recent data available are used. ** Statewide goal or target.

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60x30TX progress report

- Held eight **regional meetings** to educate and engage more than 1,000 stakeholders
- Encourage **regional efforts** (60x30EP, 60x30NETX)
- Launched www.60x30TX.com that includes data by region and by institution
- Launched new accountability website, www.txhighereddata.org
- PR News Guidebook case study on 60x30TX launch published October 2017

60x30TX

Opportunities to achieve 60x30TX success

- **Decrease excess SCH to reduce student cost and debt (no more than three excess SCH)**
- **Establish Field of Study Guides for the 25 most popular majors**
- **Implement competency-based programs**
- **Develop new ideas for financial aid**
 - **Paid internships, work-study opportunities**

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Examples of TTU System academic excellence

- **In 2015, the Texas Tech Agricultural Communications program was ranked as the top program in the nation.**
- **Since 2012, the teacher preparation programs at Texas Tech University have been revamped into clinically-rich, district-based programs. While most teacher preparation providers across the nation in both university and alternative certification settings are experiencing 30-50% drops in enrollment, Texas Tech's teacher education programs continue to grow.**
- **Angelo State University's nursing programs, including AA, RN to BSN, and LVN to RN transition degrees, are widely recognized for mobility options available to students.**

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Initiatives: Improve college-going rates

Statewide initiative

SBOE strategic planning committee (David Gardner, THECB representative)

Collaborate with K-12 in improving college and career readiness (review of standards)

Examples of ongoing TTU System programs

- **Texas Tech's Red to Black financial coaching program ranked as nation's Best College Financial Literacy Program**
- **ASU has been designated a Hispanic Serving Institution (HSI) by the U.S. Department of Education since 2010. Resulting federal HSI grants have totaled more than \$8 million for ASU.**

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Initiatives: Focus on student success

- **Increase use of predictive analytics to identify and assist students at risk of not completing (major policy discussion - April)**
 - **Major policy discussion – January; President Mark Becker, Georgia State University**
- **Develop guided pathways for meta majors**
- **Ensure marketable skills are integrated into programs so that students can demonstrate and communicate those skills**

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RAND study on graduate education

The RAND Corporation was engaged to conduct a study of graduate education in Texas – *Managing the Expansion of Graduate Education in Texas*

- Major policy discussion – July

Graduate education serves two primary purposes:

- To prepare future instructors of undergraduate and graduate programs
- To meet the demands of the marketplace.

Effectively meeting the demands on graduate education will require thoughtful and deliberate action.

Implementation of higher education-related legislation – SB 1 (state budget, funding)

- General Academic Institutions Formula Advisory Committee
- Formula funding charges:
 - Study and make recommendations for the appropriate funding level for, and for the refinement of, the graduation bonus formula. (TEC, Section 61.0593)
 - Study and make recommendations on the treatment of competency-based courses in formula allocations.

Implementation of higher education-related legislation – SB 968, 969 (sexual assault)

- SB 968 and SB 969 (85th Texas Legislature, Regular Session) require the establishment of an advisory committee with nine members, appointed by the Commissioner, with the expressed requirement of developing rules related to sexual assault policies on Texas public and private institutions of higher education. Initial sexual assault advisory committee meeting held Aug. 11 at the THECB.
- The bills require that the Advisory Committee members be either institutional chief executive officers or their designees.

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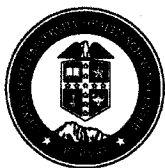
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Questions?

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Texas Higher Education
Coordinating Board

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TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO

Operating Policy and Procedure

HSCEP OP: 60.01, **Tenure and Promotion Policy**

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

REVIEW: This HSCEP OP will be reviewed by April 1 of even-numbered years by the deans, assistant vice president for faculty affairs and vice president for academic affairs, with recommendations for revision forwarded to the president or designee by May 1. Any changes in this HSCEP OP must be approved by the Texas Tech University (TTU) System Board of Regents (BOR).

POLICY/PROCEDURE:

1. General Considerations

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

2. Academic Freedom

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

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

3. **Academic Responsibility**

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

4. **Tenure Perspectives**

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

- c. **Award of tenure.** Tenure may be awarded at certain ranks only after a period of probationary service. TTUHSC El Paso may award tenure based on excellence of performance in the following areas relevant to faculty members' disciplines:
- (1) teaching;
 - (2) scholarship (includes appropriate research pursuits);
 - (3) clinical service; and
 - (4) academically-related or other public service.

Tenure at TTUHSC El Paso is awarded only by formal action of the TTU System BOR.

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

5. **Non-tenure Track Appointments**

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

- (1) **Non-tenure track appointments.** Non-tenure track appointments apply to non-tenure track TTUHSC El Paso faculty members who are, at the least, halftime (i.e., 0.5 FTE), and to individuals with the appropriate professional credentials, as determined by TTUHSC El Paso, who are employees of institutions holding formal affiliation agreements with TTUHSC El Paso as follows:
 - (a) assistant instructor;
 - (b) instructor;
 - (c) assistant professor;
 - (d) associate professor; or
 - (e) professor.
- (2) **Faculty associate appointments.** Faculty associate non-tenure track titles may be used for persons who are employees of TTUHSC El Paso and who function in teaching, research, or clinical support roles.
- (3) **Research appointments.** The following non-tenure track appointments are for faculty members engaged primarily in research, with incidental teaching and/or patient care responsibilities:
 - (a) research instructor;
 - (b) research assistant professor;
 - (c) research associate professor; or

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

- (1) **Clinical appointments.** The following non-tenure track appointments are reserved for TTUHSC El Paso appointees with less than half-time appointments (i.e., less than 0.5 FTE₁), i.e., less than half-time commitment to, and less than half-time compensation) from, TTUHSC El Paso:

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

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

- (2) **Non-clinical appointments.** The following non-tenure track appointments are reserved for TTUHSC El Paso appointees with less than half-time appointments (less than 0.5 FTE₁), i.e., less than half-time commitment to, and less than half-time compensation) from, TTUHSC El Paso:

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

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

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

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

- (d) adjunct professor.

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

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

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

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

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

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

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

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

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

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

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

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

6. **Tenure and Tenure Track Appointments**

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

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

7. **Probationary period**

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

8. **Extension of tenure track probationary period**

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

approved by the dean.

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

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

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

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

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

9. Tenure and promotion decision process

- a. **Criteria and standards.** The criteria and areas of performance to be considered in the tenure and promotion decision processes may consist of teaching, scholarship, clinical service, and academically-related or other public service. Individual schools will develop standards of excellence in each of these areas. These standards should also describe the relative importance of each performance category, along with the related criteria for award of tenure or receipt of promotion.
- b. **Guidelines.** Individual schools will develop and publish written policies that translate tenure and promotion standards into guidelines that are appropriate to their disciplines. It shall be the responsibility of the deans to assure appropriate faculty participation in the development of these standards and guidelines, to approve school tenure and promotion policies, and to monitor their application. Deans shall review these guidelines periodically and consider appropriate recommendations from the faculty, according to the bylaws of each school.
- c. **Information regarding criteria, standards, and guidelines.** It is the responsibility of the respective department chairs and deans, to ensure that all faculty members are provided the written tenure and promotion criteria, standards, and guidelines of the school and the department in which appointment has been made.
- d. **Procedure for review of qualifications for tenure and promotion.** Primary responsibility for evaluation of the academic qualifications of candidates for tenure and /or promotion rests with the faculty.

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

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

10. **Non-reappointment of faculty**

- a. **Notice of non-reappointment of tenure track faculty.** Although a reason for the decision not to reappoint tenure-track probationary faculty is not required, a decision not to reappoint cannot be based on considerations violative of academic freedom or other legally impermissible reasons. TTUHSC El Paso will be compliant in following its established standards or prescribed procedures. Except under conditions relating to the dismissal of faculty noted in Section 11, deans shall give written notice of non-reappointment of non-tenured faculty members on tenure track probationary appointments in accordance with the following schedule. For computing the period of

employment, the effective date of each appointment shall be September 1 of the calendar year in which the appointment is made.

- (1) at least four months before the end of two years of service;
- (2) at least nine months for those with more than two years of service.

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

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

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

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

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

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

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

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

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

dean shall notify the faculty member in writing of this action.

- e. **School Hearing Committee and Hearing Panel.** The School Hearing Committee shall be charged with initiating a hearing in cases of dismissal of tenured faculty or non-tenured faculty during their term of appointment. The composition and method of selecting a School Hearing Committee panel will be set forth in the faculty bylaws of each school.
- f. **Mediation.** Before the filing of formal dismissal charges by the dean, a reasonable effort shall be made to mediate and conciliate differences, where appropriate. Upon written notification by the dean of a request for dismissal, and within fifteen (15) TTUHSC El Paso business days, the chair of the School Hearing Committee shall appoint a mediation team comprised of two faculty members, neither of whom serves in the same department as the faculty member recommended for dismissal, who are not on the School Hearing Committee, and who are acceptable to both parties. If no mediators are found acceptable within fifteen (15) TTUHSC El Paso business days, mediation will be deemed not feasible, and the matter will be referred back to the dean. In this case, the dean will determine whether formal charges should issue to dismiss the faculty member for cause.
- If a mediation team is acceptable, it shall attempt to reach a mutually acceptable resolution between the dean and faculty member in a thorough, confidential, equitable, and expeditious manner. The mediation team shall report the outcome of the mediation to the president within fifteen (15) TTUHSC El Paso business days of the first day of the mediation. If conciliation is not achieved, the dean shall determine whether formal charges should issue to dismiss the faculty member for cause.
- g. **Formal dismissal charges.** In all cases where formal dismissal charges issue, the faculty member will be informed in writing of the charges. The charges will be considered by the panel of the School Hearing Committee unless the faculty member resigns, as set out in Section 12.c. of this policy, or the faculty member fails to cooperate in advancing the appeal, per Section 12.d. of this policy.
- h. **Right to hearing.** Upon receipt of formal dismissal charges, the faculty member shall also be notified in writing of his or her right to a hearing and shall be given fifteen (15) TTUHSC El Paso business days from the date of receipt of such notice to submit to the dean and the chair of the School Hearing Committee a request for a hearing before the panel of the School Hearing Committee. Upon receipt of the request, the chair of the School Hearing Committee, will take the necessary measures to address the formal charges as soon as possible.
- i. **Hearing panel.** The panel of the School Hearing Committee will select a chair and may, if it chooses, request *pro bono* legal counsel from the Office of General Counsel. Legal counsel will advise the School Hearing Committee, but may not vote. If the panel of the School Hearing Committee retains *pro bono* legal counsel from outside the Office of the General Counsel, it may consult with the Office of General Counsel regarding technical questions not directly bearing on the merits of the case.
- j. **Representatives at hearing.** In a dismissal hearing, the faculty member shall have the right to appear in person with legal counsel retained by the individual, or representative of his or her choice, and to confront and cross-examine witnesses. The faculty member shall have the right to testify, but may not be required to do so, and may introduce in his or her behalf all evidence, written or oral, which he or she considers to be relevant or material to the case. TTUHSC El Paso shall also have the right to legal counsel from the Office of General Counsel in the preparation and presentation of charges and have the same rights in the hearing as those accorded the faculty member. Failure on the part of the faculty member to utilize an attorney or other representative at the hearing shall not preclude the panel of the School Hearing Committee from utilizing *pro bono* legal counsel or other assistance from the Office of General Counsel.

- k. **Procedural aspects.** The parties shall make any objections, substantive or procedural, deemed relevant during the course of the hearing, although neither the Texas Rules of Civil Procedure nor the Texas Rules of Evidence shall apply to the hearing.
- l. **Recording.** An audio recording of the proceedings shall be made and delivered by the dean to the president of TTUHSC El Paso, and a copy of the audio recording shall be made available to the faculty member. The record will be transcribed only on the request of either the faculty member or the president at the expense of the requesting party.
- m. **Findings of hearing panel.** The nature of the hearing or review of the formal dismissal charges shall be investigatory and non-adversarial. The panel of the School Hearing Committee, by majority of its membership, shall make written findings on the material facts on each charge and make specific recommendations with regard to each of the charges, as well as general recommendations concerning dismissal. The panel of the School Hearing Committee, by majority of its membership, may make any supplementary suggestions it deems proper concerning disposition of the case. If minority findings, recommendations, or suggestions are made, they shall be similarly treated.
- n. **Dean's review.** The chair of the panel of the School Hearing Committee shall deliver the written findings, recommendations, and suggestions to the dean within seven (7) TTUHSC El Paso business days of the hearing. The dean shall review the committee's findings and recommendations and, within seven (7) TTUHSC El Paso business days, shall transmit them along with his or her own recommendations to the president.
- o. **President's review in dismissal of non-tenured faculty.** In the case of dismissal of a non-tenured faculty member, the president shall review the School Hearing Committee's findings and recommendations and the dean's recommendations and make a decision. The president's decision will be stated in writing and communicated to the faculty member and the dean within ten (10) TTUHSC El Paso business days of receipt of the recommendations of the School Hearing Committee and the dean. The decision of the president shall be final.
- p. **President's review in dismissal of tenured faculty.** In the case of a dismissal of a tenured faculty member, the president shall transmit the findings and recommendations of the panel of the School Hearing Committee and the dean's recommendations, along with his or her recommendations, to the faculty member, dean and to the TTU System BOR for its consideration. The TTU System BOR, by a majority of its total membership, shall take final action. The decision of the TTU System BOR will be stated in writing and communicated to the president, who will communicate it to the dean. The president shall also notify the faculty member in writing of the TTU System BOR's decision. The decision of the TTU System BOR shall be final. Once the TTU System BOR acts to dismiss, salary and benefits shall cease, unless such has been discontinued previously for any reason referenced hereinabove.
- q. **President's right to extend time periods or intervene.** The president shall have the prerogative of extending any of the time periods specified above if, in his or her opinion, it is in the best interest of TTUHSC El Paso or the faculty member. The president shall have the right to intervene when, in his or her judgment, the proceedings are not progressing in a timely manner.
- r. **Suspension of faculty.** The procedures for dismissal described in the foregoing paragraphs of this section do not negate the right of the president to suspend the faculty member from all or some duties when the president reasonably believes it to be in the best interest of the institution. The suspension with pay shall be without appeal and shall continue until such time as the suspended faculty member has been accorded the procedural rights described in this section.

13. **Financial exigency, phasing out, or reorganization of programs**

- a. Financial exigency: The TTU System BOR has sole authority to declare financial exigency. When faculty dismissals are contemplated on grounds of financial exigency, there should be timely notice as reasonably early as possible. In cases of financial exigency, the faculty members involved shall be given opportunities for appointment in related areas of the school or TTUHSC El Paso, provided they are qualified professionally to serve in such areas, and provided such positions are available.
- b. Phasing out, or reorganization of programs: When faculty dismissals are contemplated on grounds of program termination or reduction, or reorganization of academic units, there should be timely notice as reasonably early as possible, with affected faculty having an opportunity to address the matter with the dean. Recommendations from the faculty will be sought by the dean regarding alternatives available to the school to ensure continuation of a strong academic program and to minimize the losses sustained by affected students and faculty members. In cases of the phasing out of programs requiring reduction in the number of faculty, the faculty members involved shall be given opportunities for appointment in related areas of the school or TTUHSC El Paso, provided they are qualified professionally to serve in such areas, and provided such positions are available.

14. Implementation

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



TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO

Operating Policy and Procedure

HSCEP OP: 60.03, **Comprehensive Performance Evaluation of Tenured Faculty**

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

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

POLICY/PROCEDURE:

1. General Considerations.

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

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

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

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

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

- c. **Materials Submitted by Faculty Member:** The faculty member being evaluated shall submit or arrange for the submission of a resume or curriculum vitae, a summary statement of professional accomplishments, annual reports, and teaching evaluations. The faculty member may submit additional materials that the faculty member deems appropriate.
- d. **Evaluation Procedure:** The evaluation report required under this policy shall be completed not more than one year from the date that written notice of intent to review is provided to the individual faculty member.
 - (1) **Notice:** Notice shall be given at least six (6) months prior to the date of commencement of the evaluation and shall include:
 - (a) Date by which the faculty member must submit all materials and to whom;
 - (b) Time period covered by the evaluation;
 - (c) Expected time period after submission of materials by which a meeting shall be scheduled with the peer review committee (i.e., within_months/weeks); and
 - (d) Anticipated date by which the final evaluation report with recommendations

shall be completed.

- (2) **Peer Review:** The faculty member shall have an opportunity to meet with a peer review committee made up of TTUHSC El Paso tenured faculty as impaneled by each respective school. Committee members shall consider all materials submitted by the faculty member and may make observation visits, as the committee deems appropriate. The committee's written findings and recommendations shall be contained in the evaluation report.
- (3) **Evaluation Report:** The evaluation report shall be compiled in writing and distributed for review and appropriate action to the faculty member, department chair, dean or dean's designee, and the president.

3. **Actions Based on Evaluation Report.**

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

4. **Dismissal Proceedings.** All proceedings for dismissal of tenured faculty on the basis of the comprehensive performance evaluation of the Tenured Faculty Evaluation Report shall be conducted in accordance with:

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

or

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

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO
PAUL L. FOSTER SCHOOL OF MEDICINE

PROCEDURE FOR COMPREHENSIVE PERFORMANCE EVALUATION
OF TENURED FACULTY

SUBJECT

Peer Review of Tenured Faculty

PURPOSE

The purpose of this Paul L. Foster School of Medicine (PLFSOM) Attachment to HSCEP OP 60.03 is to establish uniform guidelines and procedures leading to a comprehensive performance evaluation of tenured faculty. It will describe also an institutional commitment to assist and support faculty development as part of this peer review, as well as other actions, which may arise as part of this evaluative process.

The procedures are to be consistent with:

1. Texas Education Code Sec. §51.942 Performance Evaluation of Tenured Faculty; and
2. HSCEP OP 60.03, Comprehensive Performance Evaluation of Tenured Faculty.
3. Texas Tech University System Board of Regents' Guidelines for Comprehensive Performance Evaluation of Tenured Faculty (Regents Rules 04.03)

REVIEW:

This PLFSOM Policy will be reviewed by February 15 of every even-numbered year by the Dean in consultation with the Committee on Faculty Appointment, Promotion, Tenure, and Comprehensive Performance Evaluation (CFAPTA) and the Academic Council, with recommendations for revision presented to the assistant vice president for faculty affairs or designee for review prior to final approval by the President.

Upon approval by the president, these procedures shall be incorporated as an attachment to HSCEP OP 60.03.

POLICY/PROCEDURE

1. **Preamble.**

- a. This Peer Review Policy/Procedure is intended to enhance and protect, rather than diminish, the important guarantees of tenure and academic freedom. The objectives are to: provide guidance for continuing and meaningful faculty professional development; enable faculty to enhance professional skills and achieve professional goals; refocus academic and professional efforts, when appropriate; ascertain that faculty members are meeting their responsibilities to the University and the State of Texas; and comply with the laws of the State of Texas as well as the Rules and Regulations of the Board of Regents of the Texas Tech University System and the policies of the Texas Tech University Health Sciences Center El Paso (TTUHSC El Paso).
- b. The acceptance and success of the periodic peer review of the tenured faculty will be dependent upon a well-executed, critical process and an institutional commitment to assist and support faculty development. Thus, remediation and follow-up review for faculty who would benefit from such support, as well as the designation of academic administrators with primary responsibility for monitoring such needed follow-up activities, are essential.
- c. Nothing in this peer review evaluation process shall be interpreted or applied to infringe on

the tenure system, academic freedom, due process, or other protected rights, nor to establish new term tenure systems or require faculty to re-establish their credentials for tenure.

2. Evaluation Focus.

- a. The pPeer rReview pPerformance eEvaluation process will be directed toward the professional development of the faculty member. It will include a comprehensive review of the faculty member's performance of duties and responsibilities as assigned by the departmental chair or the direct supervisor consistent with institutional policy, including, where applicable, an appropriate balance of areas including teaching, scholarship (research), clinical service, and academically-related public service. The criteria for this review shall be consistent with the *PLFSOM Guidelines for Faculty Appointment, Tenure and Promotion*.
- b. The appropriateness of expectations for assigned duties and responsibilities will be reviewed together with the performance. The faculty member will submit additional supporting documentation as is deemed relevant for the pPeer rReview process, including, but not restricted to, the Comprehensive Performance Evaluation Application, appendices, and a minimum of three external letters of reference.

Letters of Reference: The candidate furnishes the Office of Faculty Affairs and their dDepartment cChair with the names of five academic clinicians, educators and/or investigators (not employed by Paul L. Foster School of Medicine PLFSOM who are tenured and at the rank or higher than the candidate), or an equivalent nationally recognized expert, (e.g., NIH Director), who can be contacted for letters of reference. It is the responsibility of the dDepartment cChair to obtain letters of reference from at least three scholarly/academic peers and confirm that the referees meet the criteria stated above. In the instance that the applicant is a department chair, the aAssociate dDean for fFaculty aAffairs will assume responsibility for requesting letters of reference. The letters must be submitted to the Office of Faculty Affairs no later than the deadline specified on the timeline. The Office of Faculty Affairs will provide dDepartment cChairs with a template to be used at each cChair's discretion. Referees will be requested to evaluate the candidate's Comprehensive Performance Evaluation Application using the appropriate criteria as specified in the *PLFSOM Guidelines for Faculty Appointment, Tenure and Promotion*.

3. Evaluation Schedule.

- a. Evaluation of part-time administrators who are tenured faculty under this pPolicy will not be waived. Evaluations will be conducted no less than once every six (6) years after the date the faculty member is granted tenure, unless the faculty member is on a leave of absence or assumes a full-time administrative position during this period. Evaluations for persons on leave or serving as full-time aAdministrators with academic appointments will be deferred by the length of time absent or in service, but no deferral of an evaluation of an active faculty member may extend beyond six (6) years from the due date. Full-time aAdministrators with academic appointments will be subject to evaluation within six (6) years of return to full-time, active faculty status. A tenured faculty member shall be considered a full-time administrator if the individual spends 50% or greater time on administrative duties as a chancellor, vice chancellor, president, provost, vice president, associate vice president, assistant vice president, dean, associate dean, or assistant dean, as defined by the dean of the school where the faculty member is appointed.
- b. The promotion of a tenured faculty member from associate professor to full professor is based on a comprehensive performance evaluation equivalent to the pPeer rReview pPerformance eEvaluation described under this Policy. Therefore, the effective date of the promotion will start a new six (6)-year cycle for peer review under this pPolicy.
- c. Except as provided in 3.a. and 3.b. above, all tenured faculty members will be evaluated no less than in six (6)-year intervals.

4. **Peer Review Committee.**

- a. The Peer Review Committee shall be composed of all tenured faculty members of the ~~Committee on Faculty Appointment, Tenure and Promotion, and Comprehensive Performance Evaluation (CFAPTA)~~ of the Paul L. Foster School of Medicine PLFSOM.
- b. The aAssociate dDean for fFaculty aAffairs and dDevelopment shall serve as the cChair of the Peer Review Committee, according to the fFaculty bBylaws of the Paul L. Foster School of Medicine PLFSOM.
- c. A quorum shall be considered to be 50% or more of all members.

5. **Evaluation Procedure.**

- a. All tenured faculty members to be evaluated in any year will receive a notice of the upcoming review from the Peer Review Committee at least six months in advance of the year in which the evaluation will take place. Faculty members are responsible for submitting their documentation to the Peer Review Committee within six months from the date of notification.
- b. The initial evaluation by the Peer Review Committee of material submitted to it will commence according to the timeline published for each year. Each evaluation will be performed by at least two cCommittee members, one of whom must be in the same category (clinician, basic scientist, or medical educator) as the faculty member being evaluated. The reviewers, through the cChair of the Peer Review Committee, may request additional material as deemed necessary. A written report of this initial evaluation will be presented to the Peer Review Committee for consideration and a recorded vote.
- c. Committee members will recuse themselves in considerations involving themselves, members of their own department, faculty to whom they are related, or in other instances of possible conflict of interest.
- d. The cChair of the Peer Review Committee will develop and approve a pPreliminary Comprehensive Performance Evaluation Report for each faculty member evaluated. The cChair of the Peer Review Committee will deliver the preliminary reports in the review year.

6. **Comprehensive Performance Evaluation Reports.**

- a. The Comprehensive Performance Evaluation Reports will be in a standard form. They will state:
 - 1) The specific areas reviewed;
 - 2) The conclusions reached;
 - 3) The basis for the conclusions;
 - 4) Summary findings, i.e., that the faculty member:
 - a) Exceeds eExpectations;
 - b) Meets eExpectations;
 - c) Needs remediation-Needed.
- b. This pPreliminary Comprehensive Performance Evaluation Report will be distributed to the faculty member for review.
 - 1) If the faculty member does not indicate any disagreement with this report, it shall become the final report.
 - 2) If the faculty member disagrees with the evaluation, he/she shall have ten (10)

working days from receipt of the rReport within which to notify the cChair of the Peer Review Committee in writing:

a) That he/she is giving official notice of an appeal; and
a)b) b) Stating the basis for the appeal, by:

i) ~~submitting~~Submitting additional documentation to support the appeal, and ii) Rrequesting, if desired, to meet in person with the Peer Review Committee.

- 3) If so requested in writing by the faculty member, the Peer Review Committee shall meet with the faculty member to consider the appeal within ten (10) working days of receiving the notice of appeal. The committee will then formulate a final report including any revisions resulting from this meeting.
- 4) The final written Comprehensive Performance Evaluation Report shall be distributed to the faculty member, the cChair of the dDepartment, the dDean of the ~~Paul L. Foster School of Medicine~~PLFSOM, the assistant vice president for faculty affairs or designee, and the president. If the report indicates a need for remediation, the areas must be clearly identified and specific recommendations made.

7. **Actions based on the Comprehensive Performance Evaluation Report.**

- a. No development procedures will be initiated for any faculty member receiving an evaluation of "Exceeds Expectations" or "Meets Expectations".
- b. The dDean of the PLFSOM may consider rewarding any faculty member whose performance is evaluated as meritorious but has been deemed by the Peer Review Committee to have not been appropriately recognized.
- c. A dDevelopment pProgram as described below (Section 8: Professional Development Procedures) will be initiated when the report from the Peer Review Committee recommends that remediation ~~would be~~is appropriate. Periodic reviews will monitor the progress in a development program.

8. **Professional Development Procedures.**

- a. The individual professional development plan is a document indicating how specific deficiencies in a faculty member's performance will be remedied. The plan will grow out of collaboration between the faculty member, the Peer Review Committee, the dDepartmental cChair, the dDean, and the aAssociate dDean for fFaculty aAffairs, and should reflect the shared goals of the faculty member, the department, and the ~~Paul L. Foster School of Medicine~~PLFSOM. The plan will be formulated with the assistance of, and in consultation with, the faculty member. It is the faculty member's obligation to assist in the development of a meaningful and effective plan and to make a good faith effort to implement the plan adopted.
- b. Development Procedures will be standardized, although specific activities designed to improve performance will vary according to the deficits identified. These dDevelopment pProcedures are as follows:
 - 1) A specific plan of development, covering a period of time not to exceed two (2) years and based on the recommendations of the Peer Review Committee, will be established by the cChair in consultation with the faculty member and the aAssociate dDean for fFaculty aAffairs. This program will be submitted to the Peer Review Committee and the dDean of the ~~Paul L. Foster School of Medicine~~PLFSOM for final

approval.

- 2) The plan will (1) identify specific deficiencies to be addressed as indicated in the Comprehensive Performance Evaluation Report; (2) define specific goals or outcomes necessary to remedy the deficiencies; (3) outline the activities to be undertaken to achieve the necessary outcome; (4) set timelines for accomplishing the activities and achieving intermediate and ultimate outcomes; (5) indicate the criteria for assessment; (6) schedule times for review of progress at six-month intervals or more often as may be needed; and (7) identify institutional resources to be committed in support of the plan.
- 3) The plan should include mechanisms to provide additional institutional support such as mentoring in teaching and research, counseling, financial support, relief time to devote to areas of deficiency and developmental leave for course work or research training.
- 4) Progress in the development program will be monitored semi-annually, or more often as may be needed, through reports submitted to the Peer Review Committee, and the Office of Faculty Affairs by the faculty member and the dDepartmental cChair. Two members of the Peer Review Committee will meet with the faculty member, the cChair and the aAssociate dDean for fFaculty aAffairs annually to review and report on the progress. If the review of progress at the end of the first year shows a clear lack of effort by the faculty member, the dDepartment cChair, on approval by the Peer Review Committee, may file a report to the dDean of the Paul L. Foster School of Medicine PLFSOM suggesting that actions appropriate to an unsatisfactory performance be taken at that time (see 5b). Upon completion of the plan, the dDepartmental cChair will prepare a final report to the dDean of the Paul L. Foster School of Medicine PLFSOM, the faculty member, the Peer Review Committee, the Committee on Faculty Appointment Tenure and Promotion and Comprehensive Performance Evaluation CFAPTA, the assistant vice president for faculty affairs or designee, and the president.
- 5) Consideration by the Peer Review Committee at the end of the dDevelopment Program will result in one of the following recommendations to the dDean of the Paul L. Foster School of Medicine PLFSOM:
 - a) Determination that satisfactory progress has been made and that no further action is necessary. The faculty member's performance would, thus, be considered satisfactory.
 - b) Determination that progress has been unsatisfactory and that appropriate actions should be taken.
- 6) If, at the end of the dDevelopment pProgram, an adverse action is taken by the Chair, then, if so desired, the faculty member may use the Faculty Grievance Policy to complain regarding the decision of the dDepartmental cChair.

9. Disciplinary Actions.

- a. A faculty member may be subject to revocation of tenure or other disciplinary actions as described below if incompetence, neglect of duty (meaning continued or repeated substantial neglect of professional responsibilities), or other good cause is determined to exist at the completion of, or at any time during, the above process.
- b. For faculty found to be performing unsatisfactorily, these guidelines are intended to recognize and distinguish that dismissal, revocation or other disciplinary action taken pursuant to

existing institutional disciplinary procedures or required annual evaluations, are distinct from ~~d~~Dismissal or ~~r~~Revocation of ~~t~~Tenure or other appropriate disciplinary action taken pursuant to a Comprehensive Periodic Evaluation process under the Texas Education Code §51.942, as amended or modified, the procedures for which are set forth below:

1) Revocation of Tenure

A faculty member is subject to revocation of tenure if either incompetence, neglect of duty or other good cause is determined to exist. A faculty member subject to revocation of tenure on the basis of a Comprehensive Performance Evaluation, conducted pursuant to Texas Education Code §51.942, as amended or modified, may apply for a non-tenure track term appointment under ~~TTUHSCEP~~ ~~HSCEP~~ OP 60.01, Tenure and Promotion Policy. In effect, the transition from the non-tenure track series to the tenure track, or vice versa, may be allowed following review and mutual agreement by the faculty member, the head of the academic unit, and the ~~d~~Dean. Absent extraordinary circumstances which are approved by the ~~d~~Dean, only one transfer between tracks will be allowed.

2) Dismissal of Employees

If good cause exists for dismissal under ~~TTUHSCEP~~ ~~HSCEP~~ OP 60.01, Tenure and Promotion Policy, a faculty member subject to dismissal on the basis of a comprehensive performance evaluation, pursuant to Texas Education Code §51.942, as amended, shall be given:

- a) An opportunity for referral of the matter to an external, non-binding alternative dispute resolution process ("ADR") as described in Chapter 154 of the Texas Civil Practices and Remedies Code. All mediators, arbitrators or other persons conducting the ADR must meet the qualifications set forth in Chapter 154 and must be selected by agreement of all parties.
- b) Alternatively, if both parties agree, the matter may be referred to the internal mediation procedure set forth in ~~TTUHSCEP~~ ~~HSCEP~~ OP 60.01, Tenure and Promotion Policy.
- c) Regardless of whether an internal or external dispute resolution is utilized, a faculty member who is subject to dismissal under this policy shall be provided the charges against him or her. In all such cases, the burden of proof shall be on the institution, and the rights of the faculty member to due process and academic freedom shall be protected.

3) Other Disciplinary Actions:

- a) Other disciplinary action is appropriate under existing *Regents' Rules* or institutional policies on the basis of the comprehensive performance evaluation conducted pursuant to Texas Education Code §51.942, as amended or modified.
- b) Such action does not preclude other disciplinary action based on annual evaluations, or as may be commensurate with events.

[Minor revision: July 12, 2017]



Angelo State University
Operating Policy and Procedure

OP 16.03: Sexual Harassment, Sexual Assault, Sexual Misconduct, and Title IX Policy and Complaint Procedure

DATE: September 18, 2017

PURPOSE: The purpose of this Operating Policy/Procedure is to provide 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 TTUS Office of Equal Opportunity (EO), the Director of Title IX/ Title IX Coordinator, the Executive Director of Student Affairs, and the Director of Angelo State University Office of Human Resources, with substantive revisions forwarded through the Senior Executive Assistant to the President and General Counsel to the President by December 1 of the same year. 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, which includes pregnancy, 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

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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 16.02: 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 as set forth in state law may apply.

- 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.
- b. **Employee** – Any person who receives a W-2 or 1042-S 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** – For the purposes of this policy, Interpersonal Violence is:
 - **Domestic or Family Violence** – Abuse or violence committed by a current or former spouse or intimate partner of the Reporting Party, by a person with whom

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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.

- **Dating Violence** – Abuse or violence, or a threat of 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 type and length of the relationship and the frequency of interaction between the persons involved in the relationship. A casual acquaintanceship or ordinary socializing between two individuals does not constitute a romantic or intimate relationship. This definition does not include acts covered under Domestic or Family Violence.
- 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 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 Angelo State University Police Department.

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- 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** – Sexual contact or intercourse with a person without the person’s consent, including sexual contact or intercourse against the person’s will or in a circumstance in which the person is incapable of consenting to the contact or intercourse. Sexual Assault includes:
 - (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.
- l. **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;

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- 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 sex-based verbal, written, or physical conduct 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, persistent, or pervasive.

Examples of inappropriate behavior that may constitute 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

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treatment or counseling.

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

For acts of gender/sex discrimination, such as denial of employment, wages, or benefits based on gender/sex, that are not sexual in nature and do not constitute Sexual Misconduct as defined in this policy, please see OP 16.02, Non-Discrimination and Anti-Harassment Policy and Complaint Procedure for Violations of Employment and Other Laws.

2. Director of Title IX/Title IX Coordinator, Angelo State University Office of Human Resources and Texas Tech University System Equal Opportunity Office

The University has a Director of Title IX/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 that work alongside the Director of Title IX/Title IX Coordinator.

The Director of Title IX/Title IX Coordinator will conduct the investigations of complaints of Sexual Misconduct by or between students. The Texas Tech University System Office of Equal Opportunity (Office of EO) in conjunction with the Angelo State University Office of Human Resources will investigate complaints of Sexual Misconduct by or between employees.

Any investigations regarding Sexual Misconduct complaints by a student against an employee will be conducted jointly by the Director of Title IX/Title IX Coordinator and the Angelo State Office of Human Resources (Title IX Deputy Coordinator for Employees) in conjunction with the Office of Equal Opportunity.

CONTACT	PHONE	ADDRESS	EMAIL
ASU Director of Title IX/Title IX Coordinator Student Affairs and Enrollment Management Michelle Boone Office of the President	325-486-6357	Mayer Administration Building, Room 204 Office of the President ASU Station #11007 San Angelo, TX 76909	michelle.boone@angelo.edu
ASU Title IX Deputy Coordinator for Employees Kurtis Neal Director of Human Resources	325-942-2168	East Office Annex Office of Human Resources ASU Station #11009 San Angelo, TX 76909	Kurtis.neal@angelo.edu
ASU Title IX Deputy Coordinator, Athletic Equity	325-486-6072	Junell Center/Stephens Arena, 109 Angelo State University	christina.whetsel@angelo.edu

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Christina Whetsel Assistant Athletic Director of Compliance		2235 S. Jackson Street San Angelo, TX 76904	
Charlotte Bingham Assistant Vice Chancellor of Administration Office of Equal Opportunity	806-742-3627	TTU System Administration Building, 1508 Knoxville Ave., Suite 208 Office of Equal Opportunity Texas Tech University System Box 41073 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 Director of Title IX/Title IX Coordinator, ASU Office of Human Resources, or the TTU System Office of Equal Opportunity.
- b. Mediation will not be used to resolve complaints of Sexual Assault and Interpersonal Violence, as defined in this policy.
- c. 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 the Director of Title IX/Title IX Coordinator, one of the Title IX Deputy Coordinators, ASU Office of Human Resources or the TTU System Office of Equal Opportunity 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.
- d. 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 <http://hopelaws.org/> or <https://www.texasattorneygeneral.gov/victims/sapcs.shtml#survivors>.
- e. An individual who experiences any form of Sexual Misconduct should also preserve

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other evidence relevant to the complained of activity, such as items of clothing, photographs, phone records, text messages, computer records, and other documents.

- f. If an employee is a Responsible Employee and receives information about Sexual Misconduct, reporting is required. 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 Director of Title IX/Title IX Coordinator, ASU Office of Human Resources or the TTU System Office of Equal Opportunity. Responsible Employees are not confidential reporting resources.
- g. 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, clergy, 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 ASU Student Handbook. <http://www.angelo.edu/student-handbook/>.
- 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 ASU Student Handbook. <http://www.angelo.edu/student-handbook/>.
- 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 ASU Student Handbook. www.angelo.edu/student-handbook. Alternatively, the student may contact the Director of Title IX/Title IX Coordinator, ASU Office of Human Resources, or the TTU System Office of Equal Opportunity. Student complaints of Sexual Misconduct by an employee will be investigated jointly by the Director of Title IX/Title IX Coordinator and the ASU Office of Human Resources in conjunction with the Office of Equal Opportunity. If the Office of Equal Opportunity does not conduct the investigation, all reports of the investigation will be submitted to and reviewed by the Office of Equal Opportunity prior to finalization.
- d. If a student enrolled at the university reports Sexual Misconduct in good faith, the university may not take disciplinary action against the student for violation(s) of the Code of Student Conduct in accordance with the amnesty provisions set forth in Part I, Section A (12). <http://www.angelo.edu/student-handbook/code-of-student-conduct/Student-conduct-mission-policies.php>.
- e. 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.

[Minor revision: July 12, 2017]

- f. If an employee has a complaint of Sexual Misconduct against a student, the employee should contact the Director of Title IX/Title IX Coordinator and/or file an incident report form, found at the Title IX website: www.angelo.edu/titleix.

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 16.02 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 Director of Title IX/Title IX Coordinator, ASU Office of Human Resources, or the TTU System Office of Equal Opportunity. 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 ASU Office of Human Resources and/or the TTU System Office of Equal Opportunity 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 ASU Office of Human Resources and/or the TTU System Office of Equal Opportunity 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 Director of Title IX/Title IX Coordinator. However, if the disciplinary action recommended is tenure revocation, proceedings will be pursuant to OP 06.23.

[Minor revision: July 12, 2017]

- (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 Director of Title IX/Title IX Coordinator, the ASU Office of Human Resources, or the TTU System Office of Equal Opportunity, 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 Director of Title IX/ Title IX Coordinator, ASU Office of Human Resources, the TTU System Office of Equal Opportunity, or Executive Director of Student Affairs' 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;

[Minor revision: July 12, 2017]

- 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.

The Reporting or Responding Party who are the subjects of an alleged sexual assault will be allowed to drop a course in which they are both enrolled without any academic penalty.

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 Director of Title IX/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 Counseling Center. All Reporting Parties may also make confidential reports to local rape crisis centers, clergy, 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.

[Minor revision: July 12, 2017]

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 ongoing education to both employees and students, and emailing the information regarding this policy to students at the beginning of each academic semester. 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 Equal Opportunity 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 Director of Title IX/ 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– www.angelo.edu/titleix
- Title IX complaint form – <http://www.angelo.edu/services/title-ix/file-a-complaint.php>
- Title IX directory – <http://www.angelo.edu/services/title-ix/contacts.php>
- Title IX employee help guide – <http://www.angelo.edu/services/title-ix/help-guide-faculty-and-staff.php>
- Student Affairs and Enrollment Management - <http://www.angelo.edu/services/saem/>
- ASU Office of Human Resources - http://www.angelo.edu/dept/human_resources/
- TTU System Office of Equal Opportunity - <http://www.texastech.edu/offices/equal-employment/>
- University Counseling Center – http://www.angelo.edu/services/health_clinic_counseling/
- ASU Operating Policies & Procedures - <http://www.angelo.edu/opmanual/>
- ASU Employee Assistance Program - http://www.angelo.edu/dept/human_resources/benefits/

[Minor revision: July 12, 2017]

The following additional resources are available:

CONTACT	PHONE	ADDRESS
Director of Title IX Compliance/ Title IX Coordinator	325-486-6357	Mayer Administration Building, Room 204 ASU Station #11007 San Angelo, Texas 76909
Executive Director of Student Affairs	325-942-2047	112D Houston Harte University Center ASU Station #11047 San Angelo, Texas 76909
Office of Equal Opportunity	806-742-3627	1508 Knoxville Ave. TTU System Administration Building Suite 208 Box 41073 Lubbock, Texas 79409
Human Resources	325-942-2168	East Office Annex ASU Station # 11009 San Angelo, Texas 76909
University Counseling Center	325-942-2171	ASU Station #11019 San Angelo, Texas 76909
Concho Valley Rape Crisis Center	325-655-2000	36 W. Beauregard, Ste. B-100 San Angelo, Texas 76903
Legal Aid of NorthWest Texas	325-653-6982	17 S. Chadbourne St. #403 San Angelo, Texas 76903
Shannon Medical Center	325-653-6741	120 E. Harris Ave San Angelo, Texas 76903
San Angelo Community Medical Center	325-949-9511	3501 Knickerbocker Road San Angelo, Texas 76904

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

[Minor revision: July 12, 2017]

U.S. Department of Education, Office of Civil Rights	214-611-9600	1999 Bryan Street, Suite 1620 Dallas, Texas 75201
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Law Enforcement Agencies:

CONTACT	PHONE	ADDRESS
ASU Police Department	325-942-2071	1702 W. Ave. N San Angelo, Texas 76909
San Angelo Police Department	325-481-2696	401 E. Beauregard Ave. San Angelo, Texas 76903
Tom Green County Sheriff's Department	325-655-8111	222 W. Harris Ave. San Angelo, Texas 76903
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
- Texas Family Code Sections 71.004 and 71.0021
- Texas Penal Code Section 42.072

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.

[Minor revision–posted 5/26/16 (replaces 12/22/15 edition)]

[2/20/17–updated Dean of Students contact information (no additional change to 5/26/16 edition)]



TEXAS TECH UNIVERSITY™

Operating Policy and Procedure

OP 40.03: Sexual Harassment, Sexual Assault, Sexual Misconduct, and Title IX Policy and Complaint Procedure

DATE: May 26, 2016

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 August of odd-numbered years by the TTUS Office of Equal Opportunity (EO), the Title IX administrator, the Dean of Students, and the Assistant Vice President for Human Resources, with substantive 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, which includes pregnancy, 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 40.02, 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 as set forth in state law may apply.

- 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.

- b. Employee – Any person who receives a W-2 or 1042-S 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 – For purposes of this policy, Interpersonal Violence is:
 - Domestic or Family 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.

- Dating Violence – Abuse or violence, or a threat of 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 type and length of the relationship and the frequency of interaction between the persons involved in the relationship. A casual acquaintanceship or ordinary socializing between two individuals does not constitute a romantic or intimate relationship. This definition does not include acts covered under Domestic or Family Violence.
- 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 administrator or Title IX deputy administrators; 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 – Sexual contact or intercourse with a person without the person’s consent, including sexual contact or intercourse against the person’s will or in a circumstance in which the person is incapable of consenting to the contact or intercourse. Sexual Assault includes:
- (1) Nonconsensual 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) Nonconsensual 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.
- l. 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 sex-based verbal, written, or physical conduct 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, persistent, or pervasive.

Examples of inappropriate behavior that may constitute 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);
 - Nonconsensual video or audio-taping of sexual activity;
 - Exposing one's genitals or inducing another to expose his/her genitals;
 - Stalking;
 - Domestic or dating violence;
 - Nonconsensual 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.
- o. University Community – All faculty, staff, and students of and visitors to any university premises or university-affiliated activity.

For acts of gender/sex discrimination, such as denial of employment, wages, or benefits based on gender/sex, that are not sexual in nature and do not constitute Sexual Misconduct as defined in this policy, please see OP 40.02, Non-Discrimination and Anti-Harassment Policy and

Complaint Procedure for Violations of Employment and Other Laws.

2. Title IX Administrator and Equal Opportunity Office

The university has a Title IX administrator who oversees the university's compliance with Title IX, which prohibits discrimination based on sex. The university has also designated Title IX deputy administrators for students and employees.

The Office for Student Rights & Resolution will investigate complaints of Sexual Misconduct by or between students. The Texas Tech University System Office of Equal Opportunity (Office of EO) will investigate complaints of sexual misconduct by or between employees.

CONTACT	PHONE	ADDRESS	EMAIL
TTU Title IX Administrator Kim Simón Texas Tech Office of the President	806.742.2121	TTU Administration Building, Room 163 Office of the President Texas Tech University Box 42005 Lubbock, TX 79409	kimberly.simon@ttu.edu
TTU Title IX Deputy Administrator for Students Matthew Gregory Dean of Students	806.742.2984	Suite 201 AA, Student Union Building Office of the Dean of Students Texas Tech University Lubbock, TX 79409	deanofstudents@ttu.edu
TTU Title IX Deputy Administrator for Employees Jodie Billingsley Assistant Vice President for Human Resources	806.742.3851	160 Doak Conference Center Office of Human Resources Texas Tech University 2518 15 th Street Lubbock, TX 79409	jodie.billingsley@ttu.edu

<p>TTU Title IX Deputy Coordinator for Athletics</p> <p>Judi Henry Senior Associate Athletics Director and Senior Woman Administrator</p>	<p>806.834.0976</p>	<p>Athletic Office, Room 109</p> <p>Texas Tech University 2526 6th Street Lubbock, TX 79409</p>	<p>judi.henry@ttu.edu</p>
<p>Charlotte Bingham Assistant Vice Chancellor of Administration, Office of Equal Opportunity</p>	<p>806.742.3627</p>	<p>Office of Equal Opportunity</p> <p>TTU System Administration Building, 1508 Knoxville Ave., Suite 208 Box 1073 Lubbock, TX 79409</p>	<p>eeo@ttu.edu</p>

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 administrator, Title IX deputy administrators, or Office of Equal Opportunity.
- b. Mediation will not be used to resolve complaints of Sexual Assault and Interpersonal Violence, as defined in this policy.
- c. 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 administrator, Title IX deputy administrator, or Office of Equal Opportunity 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.
- d. 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 <http://hopelaws.org/> or <https://www.texasattorneygeneral.gov/victims/sapcs.shtml#survivors>.

- e. 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.
- f. If an employee is a Responsible Employee and receives information about Sexual Misconduct, reporting is **required**. 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 administrator, Title IX deputy administrators, or Office of Equal Opportunity. Responsible Employees are not confidential reporting resources.
- g. 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 Office for Student Rights & Resolution or the Office of Equal Opportunity. Student complaints of Sexual Misconduct by an employee will be investigated jointly by the Office for Student Rights & Resolution and the Office of Equal Opportunity.
- d. If a student enrolled at the university reports Sexual Misconduct in good faith, the university may not take disciplinary action against the student for violation(s) of the Code of Student Conduct in accordance with the amnesty provisions set forth in Part 1, Section A (12) in the Code of Student Conduct. http://www.depts.ttu.edu/dos/docs/StudentHandbook_2017-2018.pdf
- e. 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.
- f. If an employee has a complaint of Sexual Misconduct against a student, the employee should contact the Office for Student Rights & Resolution or Title IX administrator and/or

file an incident report form, found at the Title IX website: <http://titleix.ttu.edu>.

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 40.02 shall apply. An employee having a complaint under this policy (OP 40.03) should submit a completed *Complaint of Sexual Harassment, Sexual Assault, or Sexual Misconduct* form, which is available on the university's Human Resources website at the following link: <http://www.depts.ttu.edu/hr/formsPolProc/forms.php>.
- 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 administrator, a Title IX deputy administrator or the Office of Equal Opportunity. 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 Equal Opportunity 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 Equal Opportunity 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 five business days to the Title IX administrator. 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 Office for Student Rights & Resolution or the Office of Equal Opportunity, 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 administrator, Title IX deputy administrators, Office of Equal Opportunity, or Office for Student Rights & Resolution. 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.

The Reporting or Responding Party who are the subjects of an alleged sexual assault will be allowed to drop a course in which they are both enrolled without any academic penalty.

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 administrator 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, ongoing education to both employees and students, and emailing information regarding this policy to students at the beginning of each academic semester. 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 Equal Opportunity 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 administrator, Title IX deputy administrator, 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 that 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 – titleix.ttu.edu
- Title IX for students – titleix.ttu.edu/students
- Title IX for faculty/staff – <http://www.depts.ttu.edu/hr/TitleIX>
- Title IX for athletics – <http://texastech.com/sports/2016/6/8/school-bio-title-ix-html.aspx>
- Office of the Dean of Students - <http://www.depts.ttu.edu/dos/>
- Office of Equal 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 Administrator	806.742.2121	163 Administration Building Box 2005 Lubbock, Texas 79409
Office for Student Rights & Resolutions	806.742.7233	Suite 232-E Student Union Building Lubbock, TX 79409

Office of the Dean of Students	806.742.2984	Suite 201 AA Student Union Building Lubbock, TX 79409
Equal Opportunity Office	806.742.3627	TTU System Administration Building 1508 Knoxville Ave. Suite 208 Box 41073 Lubbock, TX 79409
Human Resources	806.742.3851	160 Doak Conference Center 2518 15 th Street Lubbock, TX 79409
Student Counseling Center	806.742.3674	Room 201 Student Wellness Center Lubbock, Texas 79409
Employee Assistance Program	806.743.1327	3601 4 th Street Lubbock, Texas 79430
TTU RISE Office	806.742.2110	Drane Hall, Rom 247 Lubbock, Texas 79409
Psychology Clinic	806.742.3799	TTU Psychology Building, Room 111A Lubbock, Texas 79409
Marriage and Family Therapy Clinic	806.742.3060	TTU Human Sciences Building, Room 165 Lubbock, Texas 79409
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
- Texas Family Code Sections 71.004 and 71.0021
- Texas Penal Code Section 42.072

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.



TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

Operating Policy and Procedure

HSC OP: 51.03, **Sexual Harassment, Sexual Assault, Sexual Misconduct, and Title IX Policy and Complaint Procedure**

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 HSC OP will be reviewed in October of odd-numbered years (ONY) by the TTUS Office of Equal Opportunity (EO), the Title IX Coordinator, the Assistant Vice President of Student Services, and the Vice President of Human Resources, with substantive revisions forwarded to the 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, which includes pregnancy, 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 HSC 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 as set forth in state law may apply.

- 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.

- b. **Employee** – Any person who receives a W-2 or 1042-S 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** – For purposes of this policy, Interpersonal Violence is:

- **Domestic or Family 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.
- **Dating Violence** – Abuse or violence, or a threat of 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 type and length of the relationship and the frequency of interaction between the persons involved in the relationship. A casual acquaintanceship or ordinary socializing between two individuals does not constitute a romantic or intimate relationship. This definition does not include acts covered under Domestic or Family Violence.

- 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, Title IX Deputy Coordinator, or Office of Equal Opportunity; 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** – Sexual contact or intercourse with a person without the person's consent, including sexual contact or intercourse against the person's will or in a circumstance in which the person is incapable of consenting to the contact or intercourse. Sexual Assault includes:
 - (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.
- l. **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 sex-based verbal, written, or physical conduct 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, persistent, or pervasive.

Examples of inappropriate behavior that may constitute 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.
- o. **University Community** – All faculty, staff, and students of and visitors to any University premises or University-affiliated activity.

For acts of gender/sex discrimination, such as denial of employment, wages, or benefits based on gender/sex, that are not sexual in nature and do not constitute Sexual Misconduct as defined in this policy, please see HSC 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 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 a Title IX Deputy Coordinator for employees.

The Title IX Coordinator will investigate complaints of Sexual Misconduct by or between students. The Texas Tech University System Office of Equal Opportunity (Office of EO) will investigate complaints of Sexual Misconduct by or between employees. Student complaints of Sexual Misconduct by an employee will be investigated jointly by the Title IX Coordinator and the Office of Equal Opportunity.

CONTACT	PHONE	ADDRESS	EMAIL
TTUHSC Title IX Coordinator Coleman Johnson, Assistant to the President	806-743-2900	TTUHSC Office of the President, Room 2B410B Office of the President Texas Tech University Health Sciences Center	TitleIXCoordinator@ttuhsc.edu
TTUHSC Title IX Deputy Coordinator for Employees Charlotte Bingham Assistant Vice Chancellor of Administration Office of Equal Opportunity	806-742-3627	Office of Equal Opportunity TTU System Administration Building 1508 Knoxville Ave., Suite 208 Box 41073 Lubbock, TX 79409	TitleIXCoordinator@ttuhsc.edu 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 Coordinator, or Office of Equal Opportunity.
- b. Mediation will not be used to resolve complaints of Sexual Assault and Interpersonal Violence, as defined in this policy.

- c. 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 the Title IX Coordinator, Title IX Deputy Coordinator, or Office of Equal Opportunity 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.
- d. 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 <http://hopelaws.org/>, https://www.texasattorneygeneral.gov/files/cvs/sexual_assault_examination.pdf, or <https://www.texasattorneygeneral.gov/cvs/sexual-assault-prevention-and-crisis-services>.
- e. 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.
- f. If an employee is a Responsible Employee and receives information about Sexual Misconduct, reporting is required. 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 Coordinator, or Office of Equal Opportunity. Responsible Employees are not confidential reporting resources.
- g. 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 an employee, whether faculty, staff, or student employee, the provisions relating to the complaint process set forth in this policy and HSC OP 51.02 shall apply. Students with complaints of Sexual Misconduct by an employee should contact the Title IX Coordinator, Deputy Title IX Coordinator, or Office of Equal Opportunity and/or utilize the online reporting tool available on the University's Title IX website at www.ttuhs.edu/title-ix/.
- b. If a student has a complaint of Sexual Misconduct by a student or student organization, the provisions relating to the complaint process involving students and student organizations set forth in Part IV, Section E of the TTUHSC Student Handbook shall apply. Students with complaints of Sexual Misconduct by a student or student organization should contact the Title IX Coordinator or Deputy Title IX Coordinator, and/or utilize the online reporting tool available on the University's Title IX website at www.ttuhs.edu/title-ix/.

- c. If a student enrolled at the University reports Sexual Misconduct in good faith, the University may not take disciplinary action against the student for violation(s) of the TTUHSC Student Handbook, Code of Professional Conduct, in accordance with the amnesty provisions set forth in Part IV, Section C(9), of the TTUHSC Student Handbook.
- d. If an employee has a complaint of Sexual Misconduct by a student, the employee should contact the Title IX Coordinator, Deputy Title IX Coordinator, or Office of Equal Opportunity and/or utilize the online reporting tool available on the University's Title IX website at www.ttuhsoc.edu/title-ix/. The provisions set forth in Part IV, Section E of the TTUHSC Student Handbook shall apply to the student.

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 HSC OP 51.02 shall apply. An employee having a complaint under this policy (HSC OP 51.03) should contact the Title IX Coordinator, Title IX Deputy Coordinator, or Office of Equal Opportunity, and/or utilize the online reporting tool available on the University's Title IX website at www.ttuhsoc.edu/title-ix/.
- 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, Title IX Deputy Coordinator, or Office of Equal Opportunity. 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 Equal Opportunity 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 Equal Opportunity 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 five (5) business days to the Title IX Coordinator. However, if the disciplinary action recommended is tenure revocation, proceedings will be pursuant to HSC OP 60.01.**

- (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 Title IX Coordinator, Title IX Deputy Coordinator, or Office of Equal Opportunity and/or utilize the online reporting tool available on the University's Title IX website at www.ttuhs.edu/title-ix/. 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 Coordinator, or Office of Equal Opportunity. 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.**

The Reporting or Responding Party who are the subjects of an alleged Sexual Assault will be allowed to drop a course in which they are both enrolled without any academic penalty.

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 Program of Assistance for Students or the Texas Tech 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, ongoing education to both employees and students, and emailing information regarding this policy to students at the beginning of each academic semester. 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 Equal Opportunity 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 Coordinator, or Office of Equal Opportunity, 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 - <https://www.ttuhs.edu/title-ix/default.aspx>
- Office of Student Services - <https://www.ttuhs.edu/student-services/>
- Office of Equal Opportunity - <http://www.texas-tech.edu/offices/equal-employment/>
- TTUHSC Operating Policies & Procedures - <https://www.ttuhs.edu/hsc/op/>
- Program of Assistance for Students - <https://www.ttuhs.edu/centers/swiad/eap/>
- TTUHSC Employee Assistance Program - <https://www.ttuhs.edu/centers/swiad/eap/>

The following additional resources are available:

CONTACT	PHONE	ADDRESS
Title IX Coordinator TitleIXCoordinator@ttuhs.edu	806-743-2900	TTUHSC Office of the President, Room 2B410B Office of the President TTUHSC 3601 4 th Street, Stop 6258 Lubbock, TX 79430
Office of Student Services student.services@ttuhs.edu	806-743-3027	3601 4 th Street, Stop 8310 Lubbock, Texas 79430
Equal Opportunity Office	806-742-3627	TTU System Administration Building 1508 Knoxville, Suite 208 Box 41073 Lubbock, Texas 79409
Human Resources TTUHSC	806-743-2865	3601 4 th Street, Stop 8100 Lubbock, Texas 79430
Program of Assistance for Students (Counseling Services)	806-743-1327	3601 4 th Street, Room 1A122 Lubbock, Texas 79430
Employee Assistance Program	806-743-1327	3601 4 th Street Lubbock, Texas 79430
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
Lubbock Voice of Hope	806-763-7273	P.O. Box 2000 Lubbock, Texas 79457

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
- Texas Family Code Sections 71.004 and 71.0021

- Texas Penal Code Section 42.072

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.



TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO

Operating Policy and Procedure

HSCEP OP: 51.03, Sexual Harassment, Sexual Assault, Sexual Misconduct, and Title IX Policy and Complaint Procedure

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 HSCEP OP will be reviewed in October of odd-numbered years (ONY) by the TTUS Office of Equal Opportunity (EO), the Title IX Coordinator, the Assistant Vice President of Student Services, and the Assistant Vice President of Human Resources, with substantive revisions submitted to the Chief Financial Officer. 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, which includes pregnancy, 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 [HSCEP 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 as set forth in state law may apply.

- 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.

- b. **Employee** – Any person who receives a W-2 or 1042-S 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** – For purposes of this policy, Interpersonal Violence is:
- **Domestic or Family 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.
 - **Dating Violence** – Abuse or violence, or a threat of 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 type and length of the relationship and the frequency of interaction between the persons involved in the relationship. A casual acquaintanceship or ordinary socializing between two individuals does not constitute a romantic or intimate relationship. This definition does not include acts covered under Domestic or Family Violence.
- 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** – Sexual contact or intercourse with a person without the person's consent, including sexual contact or intercourse against the person's will or in a circumstance in which the person is incapable of consenting to the contact or intercourse. Sexual Assault includes:
- (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.

i. **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 sex-based verbal, written, or physical conduct 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, persistent, or pervasive.

Examples of inappropriate behavior that may constitute 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.
- o. **University Community** – All faculty, staff, and students of and visitors to any University premises or University-affiliated activity.

For acts of gender/sex discrimination, such as denial of employment, wages, or benefits based on gender/sex, that are not sexual in nature and do not constitute Sexual Misconduct as defined in this policy, please see HSCEP 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 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 Office of Student Affairs will investigate complaints of Sexual Misconduct by or between students. The Texas Tech University System Office of Equal Opportunity (Office of EO) will investigate complaints of Sexual Misconduct by or between employees.

CONTACT	PHONE	ADDRESS	EMAIL
TTUHSCEP Title IX Coordinator Rebecca Salcido Assistant Vice President of Human Resources	915-215-4140	Human Resources Department Texas Tech University Health Sciences Center El Paso Administrative Support Building 200 N. Concepcion El Paso, TX 79905	Rebecca.salcido@ttuhsc.edu

<p>TTUHSCEP Title IX Deputy Coordinator for Students</p> <p>Kathryn V. Horn, MD Assistant Vice President for Student Services</p>	<p>915-215-4786</p>	<p>Office of Student Services Texas Tech University Health Sciences Center El Paso 5001 El Paso Drive, MEB 2140E El Paso, TX 79905</p>	<p>kathryn.horn@ttuhsc.edu</p>
<p>TTUHSC Title IX Deputy Coordinator for Employees</p> <p>Charlotte Bingham Assistant Vice Chancellor of Administration Office of Equal Opportunity</p>	<p>806-742-3627</p>	<p>Office of Equal Opportunity</p> <p>TTU System Administration Building 1508 Knoxville Ave., Suite 208 Box 41073 Lubbock, TX 79409</p>	<p>TitleIXCoordinator@ttuhsc.edu</p> <p>eeo@ttu.edu</p>

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 Equal Opportunity.
- b. Mediation will not be used to resolve complaints of Sexual Assault an Interpersonal Violence as defined in this policy.
- c. 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 Coordinators, or Office of Equal Opportunity 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.
- d. 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 <http://hopelaws.org/> or <https://www.texasattorneygeneral.gov/cvs/sexual-assault-prevention-and-crisis-services>.
- e. 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.
- f. If an employee is a Responsible Employee and receives information about Sexual Misconduct, reporting is required. 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 Equal Opportunity. Responsible Employees are not confidential reporting resources.

- g. 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 IV, TTUHSCEP Institutional Student Handbook Student Code.
- b. If a student has a complaint regarding Sexual Misconduct involving a student organization, see Part IV, TTUHSCEP Institutional Student Handbook Student Code.
- c. If a student has a non-employment based complaint of Sexual Misconduct by an employee, see Part IV, TTUHSCEP Institutional Student Handbook Student Code. Alternatively, the student may contact the Office of Student Affairs or the Office of Equal Opportunity. Student complaints of Sexual Misconduct by an employee will be investigated jointly by the Office of Student Services and the Office of Equal Opportunity.
- d. If a student enrolled at the university reports Sexual Misconduct in good faith, the university may not take disciplinary action against the student for violation(s) of the Code of Student Conduct in accordance with the amnesty provisions set forth in Part IV, Section C (11) in the TTUHSCEP Institutional Student Handbook Student Code.
<http://el Paso.ttuhscep.edu/studentservices/documents/TTUHSCEP-Institutional-Handbook.pdf>
- e. 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.
- f. If an employee has a complaint of Sexual Misconduct against a student, the employee should contact the Office of Student Services and/or file an incident report form, found at the Office of Student Affairs website.

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 HSCEP OP 51.02 shall apply. An employee having a complaint under this policy (HSCEP OP 51.03) should submit a completed *Complaint of Sexual Harassment, Sexual Assault, or Sexual Misconduct* form, which is available on the University's Human Resources website.
- 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 Equal Opportunity. 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 Equal Opportunity 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 Equal Opportunity 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 HSCEP OP 60.01.
- (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 Office of Student Affairs or the Office of Equal Opportunity, 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 Equal Opportunity, or Office of Student Services. 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.

The Reporting or Responding Party who are the subjects of an alleged sexual assault will be allowed to drop a course in which they are both enrolled without any academic penalty.

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 Program of Assistance for Students (PAS) at 1-800-327-0328. 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, ongoing education to both employees and students, and emailing information regarding this policy to students at the beginning of each academic semester. 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 Equal Opportunity 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 <http://el Paso.ttuhsce.edu/hr/>
- Office of Student Services <http://el Paso.ttuhsce.edu/el Paso/student services/>
- Office of Equal Opportunity <http://www.texastech.edu/offices/equal-employment/>
- TTUHSCEP Operating Policies & Procedures <http://el Paso.ttuhsce.edu/el Paso/opp/>
- TTUHSCEP Employee Assistance Program 915-215-5865 or 915-215-

5861

The following additional resources are available:

CONTACT	PHONE	ADDRESS
Title IX Coordinator Rebecca.salcido@ttuhsc.edu	915-215-4140	TTUHSCEP Human Resources Department Administrative Support Building 200 N. Concepcion El Paso, TX 79905
Office of Student Services	915-215-4786	5001 El Paso Drive MEB, Room 2140E El Paso, TX 79905
Equal Opportunity Office	806-742-3627	TTU System Administration Building 1508 Knoxville, Suite 208 Box 41073 Lubbock, Texas 79409
Human Resources TTUHSCEP	915-215-4151	Administrative Support Building 200 N. Concepcion El Paso, TX 79905
Counseling Services (for students)	1-800-327-0328	TTUHSCEP Department of Psychiatry
Employee Assistance Program	915-215-5865	
Center Against Sexual & Family Violence	915-593-7300 or 1-800-727-0511	www.casfv.org
STARS-Sexual Trauma and Assault Response Services	915-593-7300	www.stars-elpaso.org

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. 15th 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
TTUHSCEP Police Department	915-215-7111	Administrative Support Building El Paso, TX 79905
El Paso Police Department	915-832-4400	911 N. Raynor Street El Paso, TX 79905
El Paso County Sheriff's Department	915-546-2280	1250 Montana Ave. El Paso, TX 79905

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
- Texas Family Code Sections 71.004 and 71.0021
- Texas Penal Code Section 42.072

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.

TEXAS TECH UNIVERSITY SYSTEM
OFFICE OF AUDIT SERVICES
PRIORITIZED AUDIT PLAN
Fiscal Year 2018

PRIORITY	ENTITY	AUDIT AREA	BUDGETED HOURS	BUDGET ADJUSTMENTS	STATUS AS OF OCT 9	ACTUAL HOURS	TIME STILL NEEDED	BUDGET vs ACTUAL
TOTAL ENGAGEMENT HOURS AVAILABLE			20,868					
REQUIRED AUDITS								
Required	ALL	Audit Report Follow-Up Procedures and Reporting	800		In Progress	52	748	0
Required	ALL	State Auditor's Office, THECB, and Comptroller's Office Misc. Projects	20	(5)				15
		TTU: 2017 Statewide Federal Financial Audit		5	In Progress	1	4	3
		TTU: Audit of Texas Grants						0
		HSC-EP: Post-Payment Audit						0
Required	ALL	CPRIT Grant Funds	10					10
Required	ALL	Contracting and Procurement Processes	200					200
Required	ALL	Benefits Proportional by Fund	500		On Hold	10	490	0
Required	TTUS	Texas Tech Foundation, Inc. Financial Statements	120		In Progress	19	101	0
Required	TTUS	Regents, Chancellor, & Presidents Travel and Other Expenses	30					30
Required	TTUS	Office of Audit Services Annual Report	30		In Progress	10	20	0
Required	TTUS	Office of Audit Services Annual Plan	100					100
Required	TTUS	Office of Audit Services Quality Assurance Activities Review	60					60
Required	TTUS	Office of Audit Services Self-Assessment	120					120
Required	TTUS	Office of Audit Services External Quality Assessment	80					80
Required	TTUS	Multihazard Emergency Plan Safety and Security Audit	150					150
Required	TTU	Athletics Financial Agreed-Upon Procedures	5					5
Required	TTU	Texas Tech Public Media Financial Statements	250		In Progress	15	235	0
Required	TTU	Football Attendance Certification	10					10
Required	HSC	Correctional Managed Health Care Contract	150					150
Required	HSC/HSC-EP	Texas Higher Education Coordinating Board Residency Grants	50					50
Required	HSC-EP	SACS Financial Statement Audit	40		In Progress	22	18	0
Required	ASU	Carr Foundation Financial Statements	10					10
Required	ASU	Joint Admission Medical Program Grants	60		In Progress	22	38	0
Required	ASU	ASU Foundation, Inc. Financial Statements	5					5
TOTALS FOR REQUIRED AUDITS			2,800			151	1,654	995
AUDITS IN PROGRESS AT AUGUST 1, 2017								
Prior Year	TTU	Office of Vice President for Research	15		Complete	11		4
Prior Year	HSC	Amarillo SIMCentral	277		In Progress	76	201	0
Prior Year	HSC	Student Business Services	259		In Progress	45	214	0
Prior Year	HSC	Collection Agency Processes	305	100	In Progress	34	371	0
Prior Year	HSC	Correctional Managed Health Care Contract	40		In Progress	10	30	0
Prior Year	HSC-EP	Information Technology Help Desk Processes	226		In Progress	334	20	(128)
Prior Year	HSC-EP	Paul L. Foster School of Medicine Department of Pathology	15		Complete	84		(69)
Prior Year	HSC-EP	Contract Management Processes	241		In Progress	278	20	(57)
Prior Year	ALL	Wrap-up on Audits Included in August BOR Report	40		Complete	53		(13)
TOTALS FOR AUDITS IN PROGRESS			1,418	100		925	856	(263)
UNPLANNED SPECIAL PROJECTS AND INVESTIGATIONS								
Total Hours Budgeted for Special Projects & Investigations			4,200	(2,666)				1,534
IN PROGRESS AT AUGUST 1, 2017								
Special	TTU	Texas Manufacturing Assistance Center	60		In Progress	36	24	0
Special	TTU	Texas Tech Equestrian Team Investigation	200		In Progress	148	52	0
Special	TTU	Institute for Measurement, Methodology, Analysis and Policy	80		In Progress	12	68	0
Special	TTU	Political Science Bank Account	80		In Progress	63	17	0
Special	TTU	Division of Institutional Diversity, Equity & Community Engagement	1,200		In Progress	1,053	147	0
Special	TTU	Academic Department Deposit Review	200		In Progress	72	128	0
Special	HSC	Amarillo Pediatrics Purchasing Card Investigation	300		In Progress	228	72	0
Special	HSC	Department of Dermatology Cash Controls	36		Complete	36		0
Special	HSC-EP	Legacy Accounts Receivable Review	150		In Progress	103	47	0
Special	ASU	Meat and Food Sciences Litigation Support	20		In Progress	6	14	0
BEGUN AFTER AUGUST 1, 2017								
Special	TTU	Biochemistry		40	In Progress	29	11	0
Special	TTU	Reach Across Texas Grant Special		100	In Progress	7	93	0
Special	ALL	Miscellaneous Hotline Projects		200	In Progress	40	160	0
SPECIAL PROJECTS AND INVESTIGATIONS TOTALS			4,200	2,666		1,833	833	1,534
HIGHEST PRIORITY								
2	TTU	Office of Human Resources	400					400
2	TTU	Office of Research Commercialization	350					350
2	TTU	Building Control Systems Security	400		In Progress	45	355	0
2	HSC	Conflict of Interest Management Processes	350		Compliance/Operational			350
2	HSC	Electronic Medical Record Application Review	400		IT Security/Controls			400
2	HSC	Procurement Card Processes	350		Financial/Compliance			350
2	HSC-EP	Physical Plant	400		Financial/Controls		In Progress	371
2	HSC-EP	GE Centricity Business Application Security	350		IT Security/Controls			350
2	HSC-EP	Conflict of Interest Management Processes	350		Compliance/Operational			350
2	ASU	Information Technology General Controls Review	500		IT/Controls/Compliance			500
2	ASU	Procurement Processes	300		Operational/Compliance		In Progress	272
HIGHEST PRIORITY TOTALS			4,150			102	998	3,050
MODERATE PRIORITY								
2	TTUS	Office of Institutional Advancement	350					350
2	TTU	Costa Rica	175		On Hold	2	173	0
2	TTU	Intercollegiate Athletics	325					325
2	TTU	School of Law	350					350

TEXAS TECH UNIVERSITY SYSTEM
 OFFICE OF AUDIT SERVICES
 PRIORITIZED AUDIT PLAN
 Fiscal Year 2018

PRIORITY	ENTITY	AUDIT AREA		BUDGETED HOURS	BUDGET ADJUSTMNTS	STATUS AS OF OCT 9	ACTUAL HOURS	TIME STILL NEEDED	BUDGET vs ACTUAL
2	TTU	Financial Compliance of Grant Funds	Compliance	400					400
2	TTU	Office of the Registrar	IT/Operational/Controls	350					350
2	HSC	Physical Plant and Support Services	Financial/Operational	400		In Progress	24	376	400
2	HSC	Permian Basin Campus Departments	Operational/Controls	400					400
2	HSC	Amarillo Campus Departments	Operational/Controls	400					400
2	HSC	Department of Family Medicine	Financial/Operational	375					375
2	HSC-EP	Paul L. Foster School of Medicine Department of Internal Medicine	Financial/Operational	350		In Progress	66	284	350
2	HSC-EP	TAC 202 Information Technology Controls Compliance	IT/Controls/Compliance	400					400
2	ASU	Accounts Payable Processes	Operational/Controls	325					325
2	ASU	Center for International Studies Admission Processes	IT/Controls/Compliance	250					250
MODERATE PRIORITY TOTALS				4,850			92	833	3,925
LOWER PRIORITY									
3	TTU	Scholarship Tracking System Security	IT Security	200					200
3	TTU	Student Media	Financial/Controls	200					200
3	HSC	Office of Strategic Initiatives Revenue Cycle Unit	Management Advisory	350					350
3	HSC	Department of Obstetrics and Gynecology	Financial/Operational	375					375
3	HSC-EP	Transmountain Campus Business Processes	Financial/Controls	350					350
3	HSC-EP	Paul L. Foster School of Medicine Department of Pediatrics	Financial/Operational	350					350
3	ASU	eLearning Governance and Security Controls	IT/Governance	225					225
3	ASU	ChromeRiver System Implementation Review	IT/Controls	100					100
LOWER PRIORITY TOTALS				2,150					2,150
CONSTRUCTION PROJECT AUDITS									
Other	TTUS	TTUSA System Administration Building	RSM US LLP			In Progress			0
Other	TTU	TTU AT&T Sports Performance Complex	RSM US LLP			In Progress			0
Other	TTU	TTU New Honors Residence Hall	RSM US LLP			In Progress			0
Other	TTU	TTU Experimental Sciences Building II	CBIZ Risk & Advisory Services			In Progress			0
Other	TTU	TTU TCVPA Maedgen Theatre Addition	CBIZ Risk & Advisory Services			In Progress			0
Other	TTU	HSC Education Research & Technology Building	CBIZ Risk & Advisory Services			In Progress			0
Other	TTU	HSC Permian Basin Academic Facility	CBIZ Risk & Advisory Services			In Progress			0
Other	TTU	HSC-EP Medical Sciences Building II	RSM US LLP			In Progress			0
Other	TTUS	ASU College of Health and Human Services	RSM US LLP			In Progress			0
Other	TTUS	ASU Centennial Village	RSM US LLP			In Progress			0
CONSTRUCTION PROJECT TOTALS				0					0
OTHER VALUE-ADDED WORK									
Total Hours Budgeted for Other Value-Added Work				1,300	(205)				1,095
Other	ALL	Continuous Monitoring Data Analysis				Ongoing			
Other	ALL	Fraud Prevention Training				Ongoing	18		
Other	ALL	Cash Handling and Control Environment Training				Ongoing			
Other	ALL	New Employee Orientation				Ongoing	2		
Other	TTUS	Enterprise Application Steering Committee, Council, and Work Group				Ongoing	2		
Other	TTU	Ethics Center Advisory Board				Ongoing			
Other	HSC	President's Executive Council				Ongoing	2		
Other	HSC	Institutional Compliance Working Committee				Ongoing	2		
Other	HSC	Billing Compliance Advisory Committee				Ongoing			
Other	HSC	Enterprise Risk Management Committee				Ongoing			
Other	HSC	Performance Improvement Committee				Ongoing			
Other	ASU	Process Improvement Team				Ongoing	1		
Other	N/A	Quality Assurance (Peer) Reviews: UT Austin, UT Rio Grande Valley, UTHSCSA, Ector Co.				Ongoing	10		
Other	N/A	Big 12 Internal Audit Conference				Ongoing			
Other	N/A	Texas Tech Federal Credit Union Board and Committees				Ongoing			
Other	N/A	Professional Organizations (ACUA, TACUA, IIA, TSCPA, ACFE)				Ongoing	91		
Other	ALL	Other Miscellaneous Projects				Ongoing	77		
OTHER VALUE-ADDED WORK TOTALS				1,300			205		1,095
TOTAL ENGAGEMENT HOURS				20,868	100		3,308	5,174	12,486
KEY									
	TTUS	Texas Tech University System and/or inclusive of multiple Texas Tech institutions							
	TTUSA	Texas Tech University System Administration							
	TTU	Texas Tech University							
	HSC	Texas Tech University Health Sciences Center							
	ASU	Angelo State University							
	HSC-EP	Texas Tech University Health Sciences Center El Paso							
	N/A	Work that is not attributable to a particular institution or campus							
Required	Audits that are mandated by law, Operating Policies, standards, contracts, etc. Will be performed based on timing of external deadlines.								
Prior Year	Engagements from prior year annual plan that were in progress at August 1. Goal is to complete them early in the year.								
Special	Unplanned special projects and investigations.								
1	Engagements that were deemed most critical per the risk assessment at August 1.								
2	Engagements that were deemed to be moderately critical per the risk assessment at August 1.								
3	Engagements that were deemed least critical per the risk assessment at August 1.								
Other	Outsourced construction audits performed by independent CPA firms.								
Other	Other projects, including committee service, class development and instruction, professional organizations, etc.								

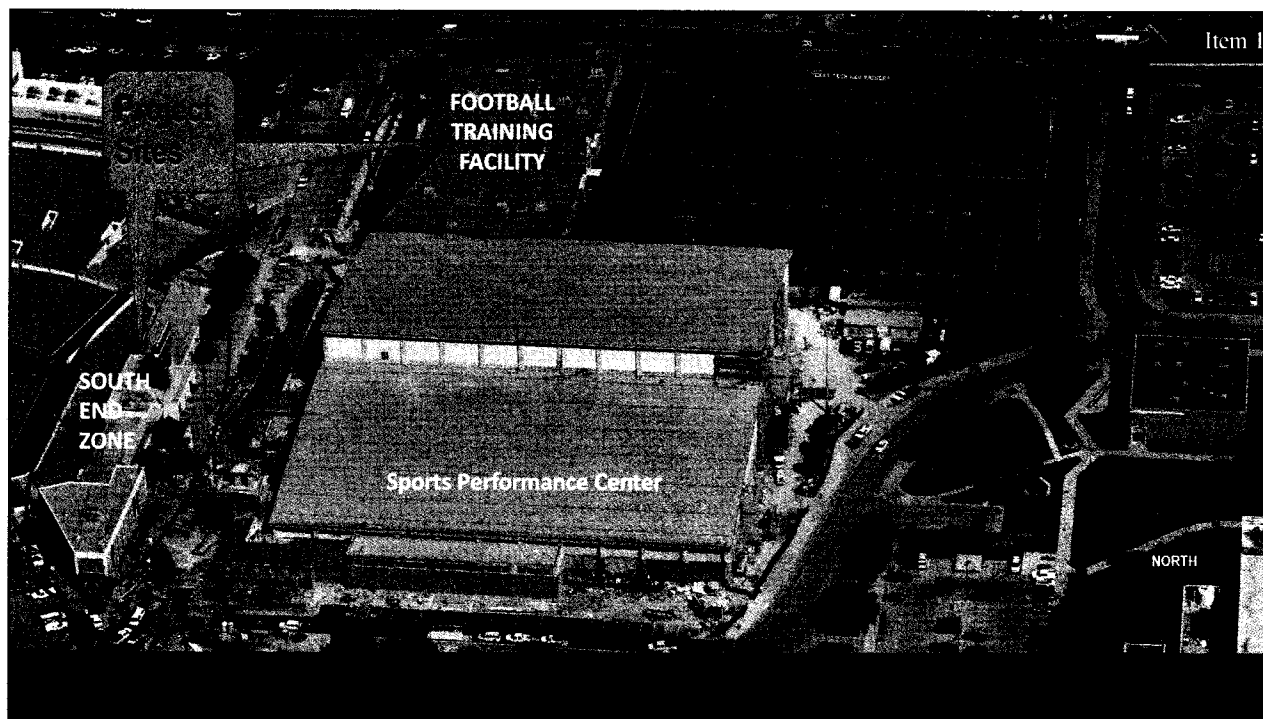
Texas Tech University

Item 1

Approve Stage I design budgets for Phase II of the Sports Performance Complex & Jones Stadium South End Zone Facility design professional contract and amend that contract to include the renovation & expansion of the Football Training Facility

Michael S. Molina

Kirby Hocutt



Stage I Design Services Scope

Item 1

- Contracting of the design professional:
 - Existing design professional contract provided for Phase II of the engagement – South End Zone Facility
 - Amend the design professional contract to add Stage I Design Services for Renovation and Expansion of the Football Training Facility
- Each facility independently analyzed and the following provided:
 - Facility functional use programming;
 - Schematic design;
 - Site analysis;
 - Utility infrastructure analysis; and
 - Concept budget.

Proposed Project Overview

Item 1

- Analysis of two separate facilities which are integral components of the overall Athletics operations.
- South End Zone Facility
 - Analysis/comparison of renovation of existing structure vs. raze and rebuild;
 - Enhancement of fan experience, modify seating solutions; administration and coaches offices; and
 - Enclose the bowl in context with existing and new facilities.
- Renovation/Expansion of the Football Training Facility
 - Analyze and program expansion to the north
 - Analyze and program solutions defining renovation needs.
- Both projects to include site utility infrastructure work, landscape enhancements, and public art.

Recommendation

Item 1

- Approve establishment of a Stage I design budget not to exceed \$650,000 to provide planning and schematic design services for Phase II of the Sports Performance Complex & Jones Stadium South End Zone Facility design professional contract. The South End Zone Facility total project budget is anticipated to be between \$45 - \$50 million;
- Establish another Stage I design budget not to exceed \$250,000 to provide planning and schematic design services for the renovation & expansion of the Football Training Facility, with an anticipated total project budget of \$6,000,000;
- Adjust design professional's contract budget by an amount not to exceed \$900,000;
- Report the adjustments to the Texas Higher Education Coordinating Board; and
- Amend the design professional contract to reflect both scopes of work.
- The Stage I design budgets will be funded with gifts and donations and Athletics Revenue (cash).



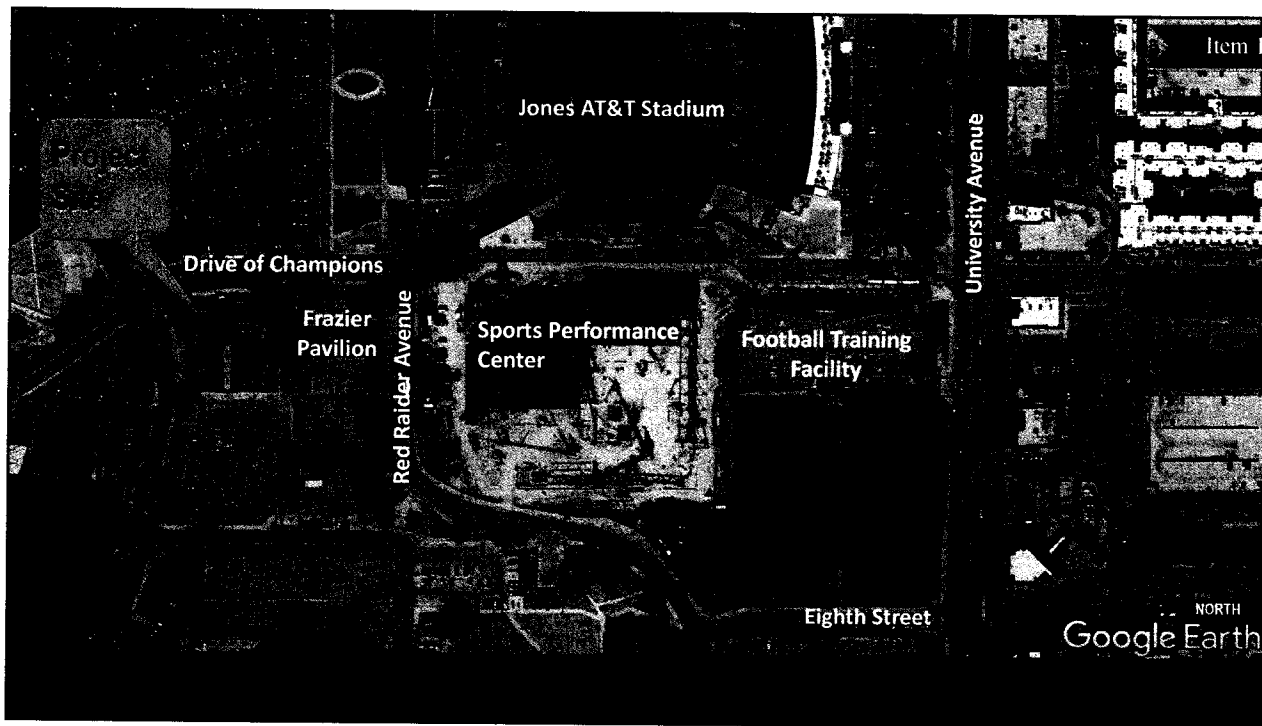
Texas Tech University

Item 2

Approve concept and Stage I design budget for a new Athletic Dining Facility

Michael S. Molina

Kirby Hocutt



Stage I Design Services Scope

Item 2

- Contracting of the design professional;
 - Design professional selected from the TTU System's approved pre-qualification list
 - MWM Architects
- Facility functional use programming;
- Schematic design;
- Site analysis;
- Utility infrastructure analysis; and
- Concept budget.

Proposed Project Overview

Item 2

- Program and schematic design of an approximate 12,000 GSF facility
- Facility to include:
 - Multiple dining environments;
 - Educational kitchen;
 - Full service kitchen with storage area, scullery, and walk-in cooler and freezer;
 - Men's and women's restrooms;
 - Operations office area; and
 - Service dock.
- Project also includes site utility infrastructure work, landscape enhancements, and public art.

Recommendation

Item 2

- Authorize to establish a Stage I design budget of \$220,000 to provide planning and schematic design services for a new Athletic Dining Facility project with an anticipated budget of \$5,500,000; and award a design professional contract.
- The Stage I design budget will be funded with Athletics Revenue (cash).

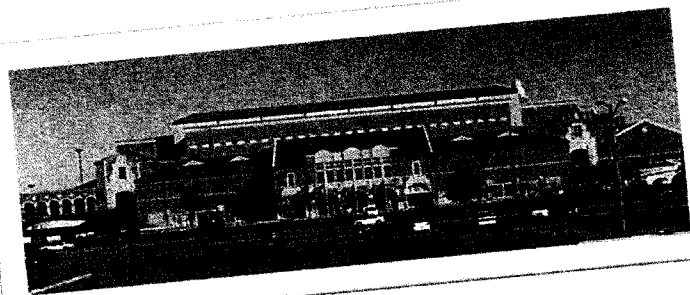


Texas Tech University

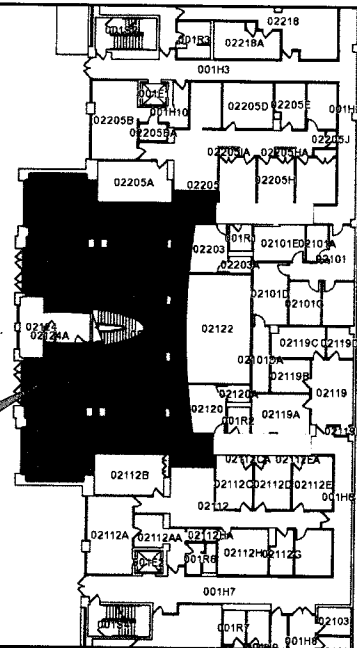
Item 3

Approve scope and budget adjustment to the United Supermarkets Arena renovations project

Michael S. Molina



MEET ROOM
ENTRANCE



Item 3



Scope of Work

Item 3

- Adjust scope and budget to integrate work in the west front entry lobby:
 - New branding graphic package;
 - Electrical requirements; and
 - Interior finishes.
- Waive the board directed fees for landscape enhancements and public art associated with this adjusted scope of work.

Project Budget

Item 3

	August 2015	
	BOR Previously Approved Budget	Adjusted Budget
Project Budgets	\$ 5,313,624	\$ 5,581,624
Construction Services	\$ 3,919,034	\$ 4,717,832
Professional Services	\$ 443,000	\$ 390,988
FF&E / Other Items	\$ 325,815	\$ 205,269
Administrative Cost	\$ 22,090	\$ 14,565
<i>Regents' Rules</i> *	\$ 252,970	\$ 252,970
Contingency	\$ 350,715	\$ 0

* Waived Board directed fees for landscape enhancement and public art

Recommendation

Item 3

- Approve adjustment to the scope and budget of the United Supermarkets Arena Renovations by \$268,000 for a total project budget of \$5,581,624; report the adjustment to the Texas Higher Education Coordinating Board; waive the board directed fees for landscape enhancements and public art associated with this expanded scope of work; complete the contract documents; and amend the design-build contract.
- The budget adjustment will be funded with Athletics Revenue (cash).

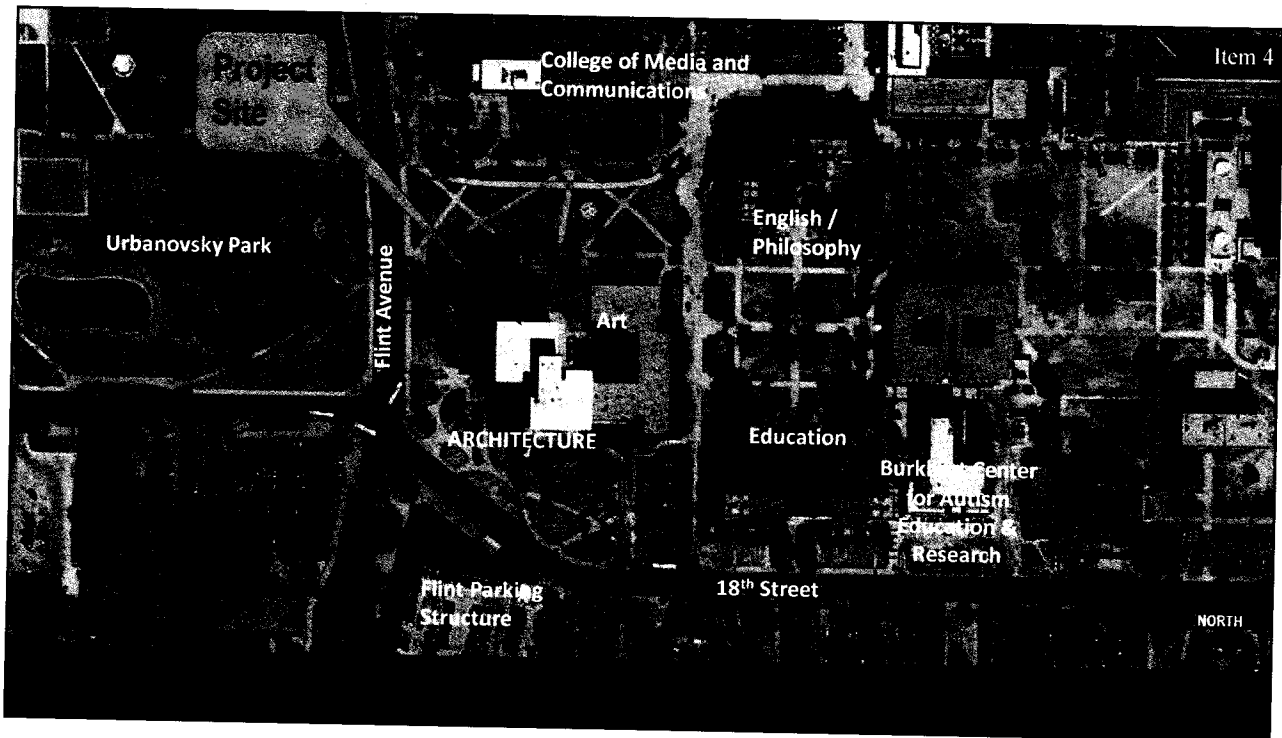
Texas Tech University

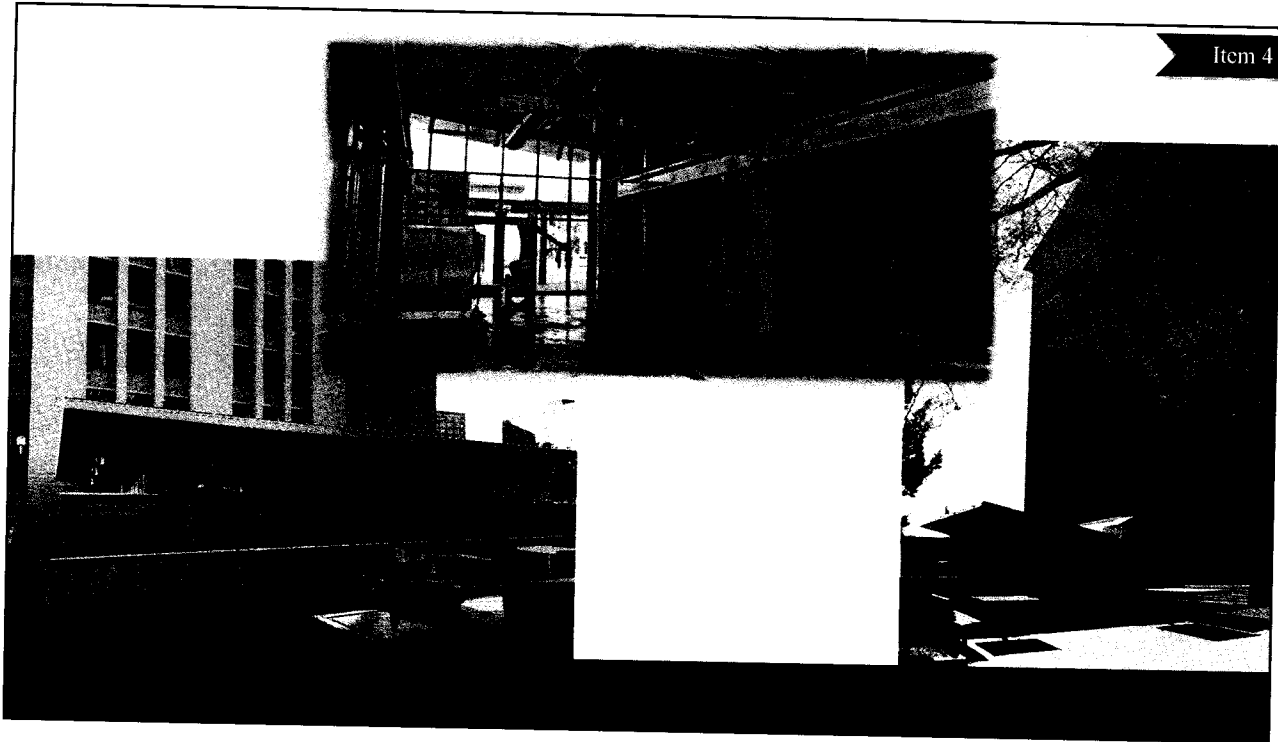
Item 4

Approve naming lab within the College of Architecture

Patrick Kramer

Michael S. Molina





Recommendation

Item 4

- Approve the naming of an interdisciplinary fabrication research lab located within the College of Architecture, to be named the "F. Marie Hall Collaborative Fabrication Shop".
- The donor's legal representative concurs with the naming of this interior space.
- Appropriate signage for the lab will specify the approved name.

Texas Tech University

Item 5

Approve naming lab within the College of Engineering

Patrick Kramer

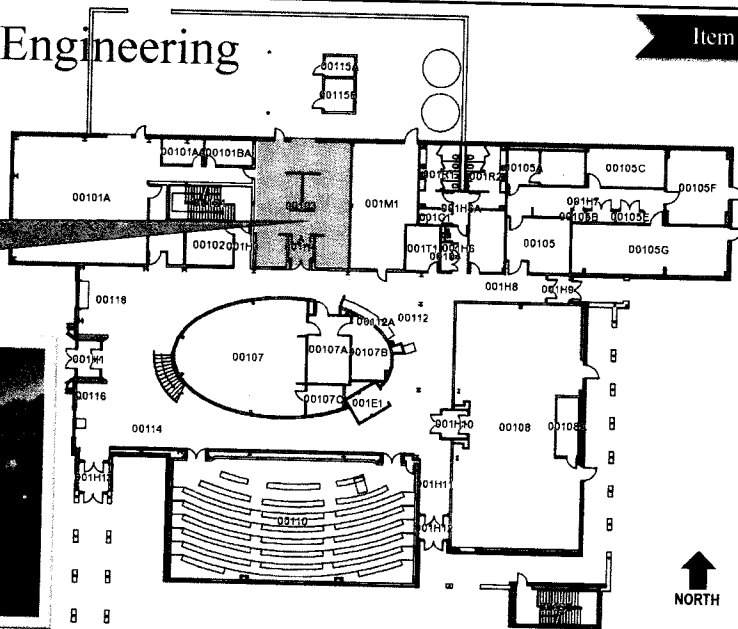
Michael S. Molina



Terry Fuller Petroleum Engineering Research Building

Item 5

00107A
00107B
00107C
001E1



Recommendation

Item 5

- Approve the naming of a core sample research lab located within the Bob L. Herd Department of Petroleum Engineering in the Edward E. Whitacre Jr. College of Engineering, to be named the “Chevron Reservoir Rock Properties Laboratory and Workshop.”
- The donor’s legal representative concurs with the naming of this interior space.
- Appropriate signage for the lab will specify the approved name.

Texas Tech University

Item 6

Approve text, installation and location of
memorial(s) honoring Texas Tech University
Medal of Honor recipients

Dr. Lawrence Schovanec



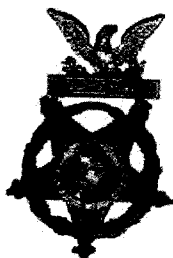
East Side of Pfluger Fountain at Memorial Circle

Item 6

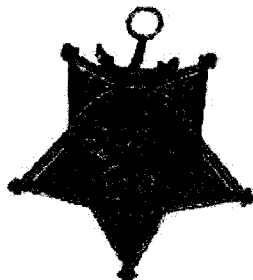


Proposed Medal of Honor Memorial

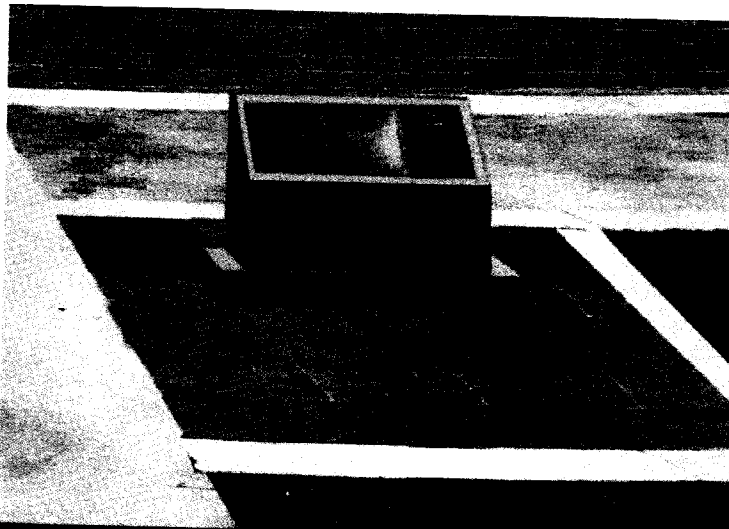
Item 6



Army
Medal of Honor



Navy
And
Marine Corps
Medal of Honor



Recommendation

Item 6

- Approve the location, installation, and text of memorials honoring Texas Tech University alumni who are recipients of the Medal of Honor.
- Lt. George H. O'Brien, Jr. is a 1950 graduate of Texas Technological College. Lt. O'Brien was awarded the Medal of Honor for his action during the Korean conflict.
- Private First Class Herman C. Wallace was attending Texas Technological College in 1943 when he was called to service in the European theater of operations during World War II. PFC Wallace was killed in action on February 27, 1945.



Texas Tech University Health Sciences Center

Item 7

Approve budget adjustment to the Lubbock Expansion project

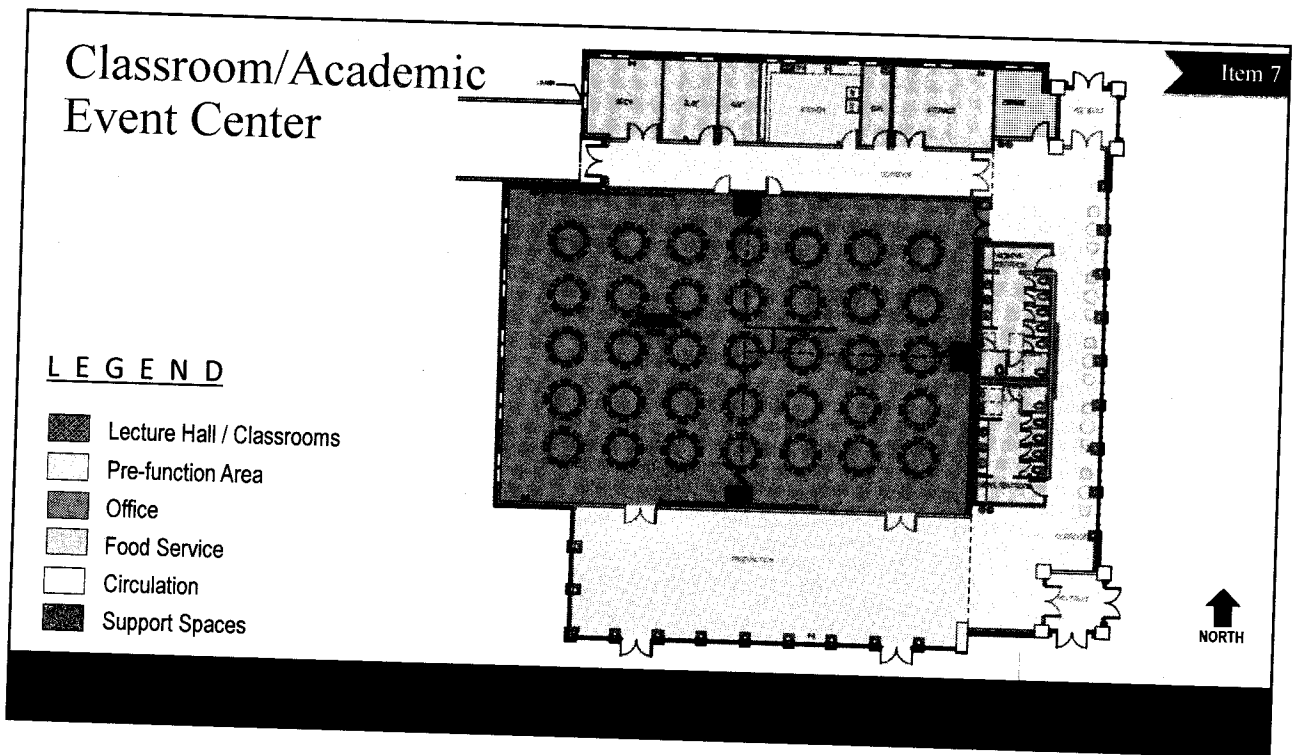
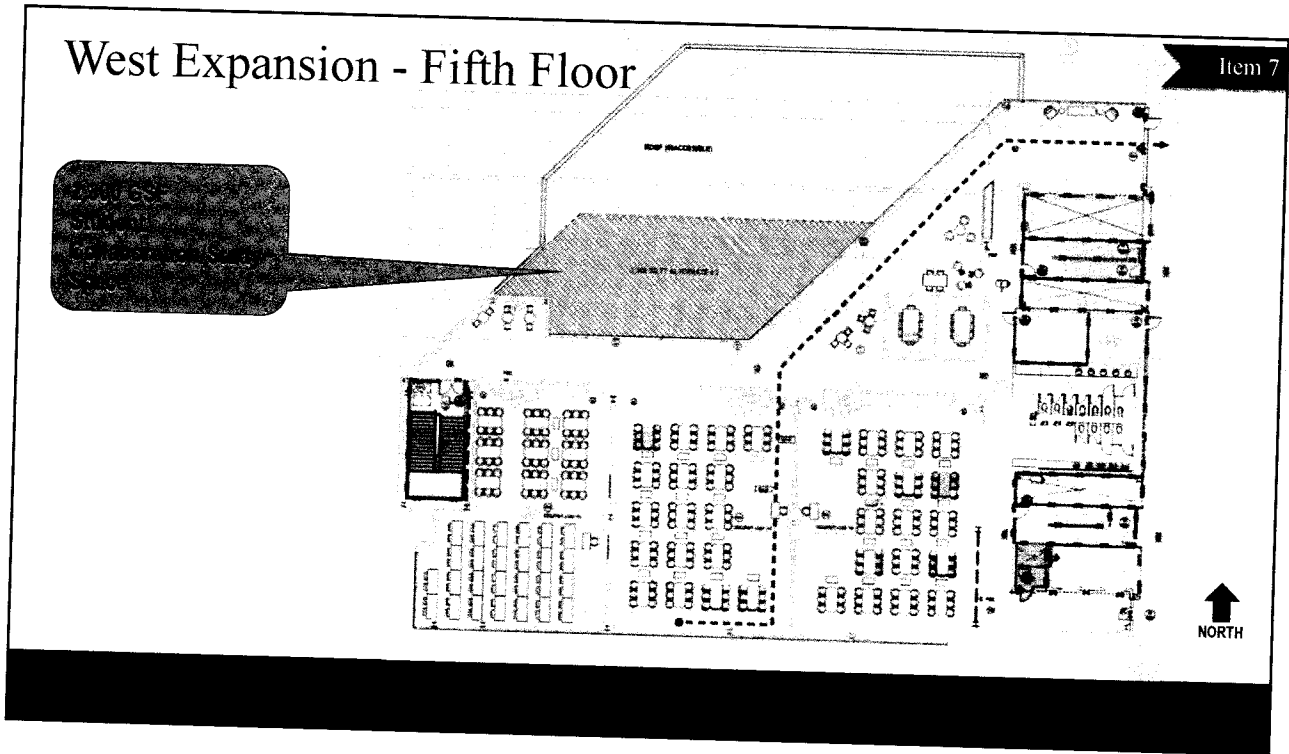
Michael S. Molina



Scope of Work

Item 7

- Scope and budget adjustment incorporates:
 - 2,300 GSF expansion to the Fifth Floor of the west expansion project for student collaboration, engagement and study area;
 - 12,500 GSF Classroom/Academic Event Center; and
 - Reinstatement of other value engineering items.
 - Roofing system membrane
 - Lobby ceiling



Project Budget

Item 7

	October 2016 BOR Previously Approved Budget	Adjusted Budget
Project Budgets	\$ 85,900,000	\$ 91,375,000
Construction Services	\$ 63,565,131	\$ 68,790,131
Professional Services	\$ 9,720,722	\$ 9,842,401
FF&E / Other Items	\$ 6,439,009	\$ 6,439,009
Administrative Cost	\$ 754,030	\$ 754,030
Regents' Rules (2.4% FP&C / 1% Public Art / 1% Landscape Enhancements)	\$ 3,687,886	\$ 3,816,207 *
Contingency	\$ 1,733,222	\$ 1,733,222

* Waived Board directed fees for landscape enhancement and public art associated with this budget adjustment

Recommendation

Item 7

- Approve to adjust the budget of the Lubbock Education, Research & Technology + West Expansion project in the amount not to exceed \$5,475,000 if no additional savings are identified for a total project budget of \$91,375,000; report the adjustment to the Texas Higher Education Coordinating Board; waive the board directed fees for landscape enhancement and public art associated with this budget adjustment; amend the Design Professional contract; amend the Construction Manager Agent contract; and amend the Construction Manager at Risk contract.
- The budget adjustment will be funded with Higher Education Assistance Fund ("HEAF") cash.



10/20/2017

ATTACHMENT FOR FACILITIES COMMITTEE ITEM #8

(1) Amend Sections 08.01.2 and 08.01.3, *Regents' Rules*, as follows:

08.01 Construction program

••••

08.01.2 Authorization. [~~The chancellor or the chancellor's designated representative, upon the recommendation of the president, is authorized to initiate a construction project, select a design professional, select a construction manager agent, establish a planning budget, develop a schematic design for the project, and select the construction delivery method from Section 08.01.1, *Regents' Rules*. If appropriate for the construction delivery method selected, the chancellor or the chancellor's designated representative also may select the project design-build team for design services only or select the project construction manager at risk for pre-construction services only.~~] Construction projects are either new construction projects or repair and renovation projects, and each category of construction projects shall be governed as follows:

The current language of §08.01.2 applies to both major and minor projects, but as written, it is aimed mainly at major projects.

*The proposed amendment replaces the current text of §08.01.2 with a general statement regarding the thresholds for major and minor projects and the *Regents' Rules* section that governs each.*

- a. Major projects are construction projects with a total budget of \$2,000,000 or more. These projects are governed by Section 08.01.3, *Regents' Rules*.
- b. Minor projects are construction projects with a total budget of less than \$2,000,000. These projects are governed by Section 08.01.4, *Regents' Rules*.

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08.01.3 Major construction projects. Major construction projects include: new construction projects and repair and renovation projects with a total project budget of \$2,000,000 or more.

§08.01.3.a = preliminary approval for pre-construction phase of a project

a. For major construction projects [r]:

§08.01.3.a(1) governs work that can be done before the Board grants preliminary approval for a project.

(1) [~~the~~] The chancellor, or the chancellor's designated representative, upon the recommendation of the president if the project is being constructed for a component institution, [~~shall~~] may proceed with the following pre-construction activities before [~~any~~] a project [~~is submitted to~~] has received preliminary approval the board:

Board will approve a project planning budget when it grants preliminary approval for a project.

[(1)] (a) [~~obtain~~] identify funding from the entity for which the project is being constructed so that planning activities for the project may begin, [~~with the funding not to exceed \$1,000,000 and~~] with a preliminary estimate of the project budget (a budget goal) being provided along with the funding request;

[(2)] (b) work with facility user representatives, as designated by the president if the project is being constructed for a component institution, to develop a preliminary scope of the project, which shall be known as an Owner's Project Requirements (OPR) document; and

Assistance from certain external partners may be needed on a limited basis in order to get a proposed project ready for presentation to the Board for preliminary project approval.

(c) engage in other preliminary pre-construction planning activities through the use of pre-qualified service providers (such as surveyors, civil engineers, asbestos consultants, and so forth), with the commitments to such service providers not to exceed a cumulative total of \$100,000.

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§08.01.3.a(2) governs the Board's preliminary approval to proceed with the pre-construction phase of a project.

(2) Preliminary approval by the board, to include a project planning budget, is required before an architect/engineer team, a construction manager-agent, or a construction manager-at-risk may be engaged for pre-construction services. When such preliminary project approval is requested, the board shall be presented information that includes a summary of the project concept, the proposed project planning budget, an estimated total project budget, and an overview of the selection process for each proposed external partner that includes the following information:

Although FP&C could start the selection process for and identify the architect/engineer team, construction manager-agent, and/or construction manager-at-risk that FP&C proposes to use on a project, FP&C could not enter into a contract with these external partners for any work (including for pre-construction planning) until the Board grants preliminary approval for the project.

(a) Initial Submittal Phase:

- i. weighted grading criteria used in the initial selection phase;
- ii. names of all submitting firms;
- iii. grading of the initial submittals by the members of the selection committee; and
- iv. a summary of the scores.

(b) Interview Phase:

- i. weighted grading criteria for this phase;
- ii. names of firms selected to interview for this phase;
- iii. scoring of each firm by the members of the selection committee; and
- iv. summary of final scores from the Interview Phase.

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- ~~[(3) retain the services of a design professional to begin preliminary programming based upon the OPR;~~
- ~~(4) retain the services of a construction or construction estimating firm to develop a preliminary construction and project budget based upon the OPR and preliminary programming;~~
- ~~(5) obtain approval from the president and/or chancellor, as appropriate, to submit the project for board approval].~~

§08.01.3.b = construction
phase approval

b. For major construction projects, when approval to proceed with the construction phase of a project is requested, the board shall be presented information that includes the project design, the proposed project budget, and a detailed summary of proposed fees, cost, included and excluded consultants (for design professionals), proposed bonding, and general conditions (for construction managers) for each selected external partner. ~~[the]~~ The chancellor or the chancellor's designated representative, upon the recommendation of the president, shall obtain the approval of the board prior to proceeding with the following actions as applicable to the project:

- (1) approve a total project budget;
- (2) proceed with design development and construction documents;
- (3) submit required reports to the Texas Higher Education Coordinating Board;
- (4) solicit and accept construction bids or proposals; ~~[and]~~
- (5) award a construction contract or execute a Guaranteed Maximum Price contract amendment; and

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- (6) amend any associated existing contracts to reflect the remaining scope of the project as well as construction management services for the project.
- c. Board approval: combining steps in the process; dividing projects.
 - (1) Any of the steps listed in Section 08.01.3.b may be combined in the board approval process. The board, however, may choose to retain control over any or all of the steps listed above in the board approval process.
 - (2) Projects shall not be divided for the purpose of falling within a lower level of approval.
 - d. The chancellor's designated representative for major construction projects shall be the FP&C Office. All major construction projects shall be managed by the FP&C Office.
 - e. The board may choose to employ an outside entity that supplies Construction Manager-Agent Services to assist the FP&C Office.
 - f. All major construction projects that have a construction cost of more than \$10,000,000 shall be conducted under the auspices of the FP&C Office but with the assistance of a Construction Manager-Agent unless the board approves an exception.
 - g. The following changes to a major construction project require re-approval by the board and may require re-submission of a report to the Texas Higher Education Coordinating Board:
 - (1) the total cost of a project exceeds the board-approved budget;
 - (2) the TTU system administration or the component institution has not contracted for the project within 18 months of the date of final approval by the board; or
 - (3) any funding source of an approved project is changed.

§08.01.3.g thru §08.01.3.i
= **post-Board approval**

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- h. Even though the overall amount of a project budget may not increase, any amount for an architect/engineer team, a construction manager-agent, or a construction manager-at-risk that will exceed the budgeted amount approved by the board shall be reported to the board prior to execution of the related amendment to that contract.
- i. At each regular meeting of the board, a summary of each major construction project in progress shall be provided to the board that includes photos of the project and the status of the project's schedule and budget.

(2) Amend Section 08.01.7, Regents' Rules, as follows:

08.01.7 Emergency actions.

- a. If the chancellor, on the recommendation of the president, declares a major construction project to be an emergency or that 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, the board authorizes the chair of the board or the chair of the Facilities Committee to approve all necessary actions. Any emergency actions taken must be reported to the board at its next meeting.
- b. Notwithstanding Section 08.01.3.h(2), Regents' Rules, when an emergency or exigent circumstances exist such that immediate action to address life, health or safety risks is required for a major project that is under construction, the board authorizes the chancellor to approve the use of any contingency funds designated for the project for activities necessary to address the risks. Subsequently, approval of the use of such

NOTE: This simply conforms the language on emergency approvals for construction projects to the current language in Ch. 07 on emergency approvals for contracts (see §07.12.3.g).

When quick action is needed to address a life/health/safety emergency situation, allowing the Chancellor to authorize the use of all available contingency funds could move that process forward more quickly.

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contingency funds shall be documented in writing and reported to the board.

Texas Tech University System

Item 8

Amend Chapter 08 (Facilities), *Regents' Rules*, regarding approval of major construction projects

Michael S. Molina



Major construction projects (projects of \$2 million or more) — actions that are: authorized prior to Board approval ... vs. ... contingent upon Board approval

10-12-2017

Item 8

	CURRENT PROCESS – per <i>Regents' Rules</i>	PROPOSED TRANSPARENCY IMPROVEMENTS
STEP 1 Approvals	<p>Prior to Board approval of a major project, the Chancellor is delegated the authority to initiate the project and:</p> <ul style="list-style-type: none"> ™ establish a planning activities budget of up to \$1.0 million ™ select/contract with design professional or design-build team for design services only (e.g., schematic design / preliminary budget) ™ select/contract with a CMA ™ develop a schematic design and preliminary project scope ™ select a construction delivery method ™ select/contract with a CMR for pre-construction services only ™ after planning is completed, project is ready to submit to Board for approval to proceed 	<p>ADD:</p> <p>STEP 1 approval process begins with preliminary project approval by the full Board (via the Facilities Cmte). STEP 1 approval to cover project concept, planning budget, and authorization to proceed with planning work using construction and/or prime professional partners, including contracts with an architect/engineer team, a CMA, and a construction manager for pre-construction services.</p> <p>Work under a STEP 1 contract for pre-construction planning begins only after STEP 1 approval granted.</p>
STEP 2 Approvals	<p>Board approval is needed prior to proceeding with the following actions:</p> <ul style="list-style-type: none"> ™ establish a total project budget ™ proceed with design development and construction documents ™ solicit/accept construction bids or proposals ™ award a construction contract or execute a GMP contract amendment <p>The <i>Regents' Rules</i> currently provide that any of these steps may be combined in the Board approval process, or the Board may choose to retain control over any or all of these steps separately.</p>	<p>ADD:</p> <p>Formalize the following current process that's used ... If STEP 2 of the project is approved by the full Board, all associated existing contracts are amended to reflect the remaining design scope as well as construction management services.</p>
Post-Board approval ... i.e., during construction	<p>Re-approval by the Board is required if:</p> <ul style="list-style-type: none"> ™ the total project cost exceeds the Board-approved budget ™ any funding source for the project is changed ™ construction contract(s) for the project not executed within 18 months of Board approval <p>Although not required by the <i>Regents' Rules</i>, at each Board meeting a recap of major projects is provided that includes project photos and the status of the project's schedule and budget.</p>	<p>ADD:</p> <p>"Post approval" use of contingencies addressed in a separate System policy/procedure.</p> <p>Even though the overall project budget may not increase, any construction or prime professional services contract amount that will exceed its budgeted amount must be reported to the full Board prior to execution.</p> <p>Formalize the current 'informal' requirement re: at each Board meeting a recap of major projects is provided that includes project photos and the status of the project's schedule and budget.</p>

Recommendation

Item 8

- Approve adoption of amendments to Chapter 08 (Facilities) of the *Regents' Rules*.
- Authorize the Board Secretary to make technical/conforming changes elsewhere in the *Regents' Rules* as needed. For example, changes in the numbering of subsections within Chapter 08 may require corresponding changes elsewhere in the *Regents' Rules* where provisions cite a section number that has changed.



FACILITIES PLANNING AND CONSTRUCTION
 Capital Project Budget Analysis
 Fiscal Year 2010-2018

Project Name	Construction Delivery	Original Budget (Proposed MP)	BUDGET			Internal Adjustment	Adjusted Budget	% Over/Under	COST D Actual/Projected	BALANCE (C/D) Over/Under	(C/D) %	NOTE
			A Board Approved	B Board Adjustment	C Board Adjustment							
Jones AT&T Stadium North Endzone Expansion	CMR	\$5,583,000	\$5,000,000	\$583,000	\$0	\$5,583,000	0%	\$5,998,165	-\$1,835	0%		
Art 3D Sculpture	CMR	\$5,583,000	\$3,800,000	\$1,783,000	\$0	\$3,800,000	0%	\$3,756,532	-\$43,468	-1%		
TT Baseball Park Improvements & Picnic Area	CSP	\$5,000,000	\$5,000,000	\$0	\$350,990	\$5,350,990	7%	\$5,332,424	-\$18,566	0%	Add funding for coaches office and FFE/Picnic Area	
Rawls College of Business Administration	CMR	\$7,000,000	\$7,000,000	\$0	-\$6,000,000	\$1,000,000	-9%	\$61,885,415	-\$2,114,585	-3%	\$4m reduction due to savings. Addn \$2.1m projected under budget	
Kent R. Hance Campus Chapel	CSP	\$3,000,000	\$3,000,000	\$464,447	\$0	\$3,464,447	0%	\$3,461,032	-\$3,415	0%	Scope increase for AV data package, ext lighting, other additions	
Softball Team Facility	CMR	\$3,000,000	\$3,000,000	\$227,200	\$0	\$3,227,200	7%	\$3,183,279	-\$43,921	-1%	Addn funding for wtr line & trnsf from orig improvement project	
Architecture Bldg Life Safety Upgrades	CMR	\$7,400,000	\$7,400,000	\$247,561	\$0	\$7,647,561	3%	\$6,233,542	-\$1,414,119	-23%	Addn funding for brick & joint repair	
Rawls Golf Course Clubhouse and Team Facility	CSP	\$3,700,000	\$3,700,000	\$213,016	\$0	\$3,913,016	5%	\$3,902,436	-\$10,580	0%	Addn funding for landscape enhancements/irrigation/golf bag drop	
Printech Building Renovation (HSS) Relocation	Design Build	\$6,000,000	\$6,000,000	\$449,412	\$0	\$6,449,412	6%	\$7,540,645	-\$1,091,233	-1%	Addn funding for dance integration/paving/Phase 3 furniture	
Petroleum Engineering and Research Building	CMR	\$20,000,000	\$2,800,000	\$23,028	\$0	\$2,823,028	0%	\$22,823,028	\$0	0%	Addn funding for enhanced AV system & structural changes	
Gerald Myers Indoor Soccer Facility	Design Build	N/A	\$900,000	\$180,000	\$43,000	\$1,123,000	4%	\$1,123,000	\$0	0%	Addn funding for additional scope and fire alarm system	
TI/PH BSL-3 Lab	CSP	N/A	\$2,400,000	\$0	\$0	\$2,400,000	0%	\$2,030,975	-\$369,025	-18%		
Jones AT&T Stadium NEZ Colonnade & Infill Seating	CSP	\$5,000,000	\$5,000,000	\$350,000	\$51,078	\$5,401,078	1%	\$5,395,347	-\$5,731	0%		
Human Sciences Life Safety Upgrade	CMR	\$6,000,000	\$9,650,000	\$0	\$0	\$9,650,000	0%	\$6,571,395	-\$3,078,605	-47%		
Engineering & Materials Research Ctr Renovation	Design Build	\$30,700,000	\$1,680,000	\$27,577,030	\$0	\$29,207,030	0%	\$29,207,030	\$0	0%		
Campus Beautification Phase I & II	CSP	\$33,000,000	\$2,500,000	\$2,450,000	\$125,000	\$5,075,000	2%	\$4,903,000	-\$172,000	-4%	Addn funding for irrigation	
Synthetic Turf Intramural Rec Fields	CSP	\$5,785,000	\$5,785,000	\$0	\$0	\$5,785,000	0%	\$5,211,353	-\$573,647	-11%		
Rawls College of Business Administration Addition	CMR	\$15,000,000	\$15,000,000	\$874,782	\$0	\$15,874,782	0%	\$15,874,782	\$0	0%		
Jones AT&T Stadium NEZ Building Renovation	CMR	\$7,750,000	\$1,650,000	\$968,066	\$0	\$2,618,066	0%	\$2,518,066	-\$100,000	0%	Increase to add NE Corner renovation	
Museum Life Safety Upgr & Air Mgmt Replacement	CMR	\$6,000,000	\$7,650,000	\$0	\$0	\$7,650,000	0%	\$7,650,000	\$0	0%		
Talkington College of Visual & Performing Arts -	CMR	\$24,700,000	\$23,000,000	\$0	\$0	\$23,000,000	0%	\$23,000,000	\$0	0%		
Wasegen Theatre Addition	CMR	\$45,000,000	\$45,000,000	\$0	\$0	\$45,000,000	0%	\$45,000,000	\$0	0%		
New Honors Residence Hall	Design Build	\$30,900,000	\$29,900,000	\$0	\$0	\$29,900,000	0%	\$29,900,000	\$0	0%		
TOTAL - TTU		\$697,134,135	\$562,324,465	\$131,791,816	-\$5,884,032	\$688,232,249	-2%	\$668,676,112	-\$19,556,137	-5%		

FACILITIES PLANNING AND CONSTRUCTION
 Capital Project Budget Analysis
 Fiscal Year 2010-2018

Project Name	Original Budget (Proposed MP1)	BUDGET			Internal Adjustment	Adjusted Budget	% Over/Under	COST D Actual/Projected	BALANCE (C-D) Over/Under	(C/D) %	NOTE
		A Board Approved	B Board Adjustment	C							
TOTAL - System	\$27,500,000	\$0	\$0	\$0	\$27,500,000	0%	\$27,500,000	\$0	0%		
HSC - HSC	\$159,808,500	\$162,758,500	\$0	\$313,338	\$163,071,838	1%	\$162,790,678	-\$281,160	-1%		
HSC 4C Cancer Research Labs	\$3,200,000	\$3,200,000	\$213,338	\$3,413,338	9%	\$3,504,108	-\$9,230		0%	Addn funding to meet GMP	
Abilene School of Pharmacy Lab Addition	\$3,000,000	\$3,000,000	\$0	\$3,000,000	0%	\$3,000,000	\$0		0%		
Abilene Public Health Facility	\$14,250,000	\$15,000,000	\$0	\$15,000,000	0%	\$15,000,000	\$0		0%		
Permian Basin Academic Facility	\$22,300,000	\$22,300,000	\$0	\$22,300,000	0%	\$22,300,000	\$0		0%	Stg 1, \$552,665	
TOTAL - HSC	\$159,808,500	\$162,758,500	\$0	\$313,338	\$163,071,838	1%	\$162,790,678	-\$281,160	-1%		
Medical Sciences Building II	\$98,900,000	\$95,400,000	\$0	\$98,900,000	0%	\$97,972,256	-\$927,744		-3%	Stg 1, \$2,412,064	
TOTAL - El Paso	\$98,900,000	\$95,400,000	\$0	\$98,900,000	0%	\$97,972,256	-\$927,744		-3%		
Rec/Wellness/CHP Expansions	\$7,000,000	\$7,000,000	\$0	\$7,000,000	0%	\$6,932,280	\$67,720		-1%		
Concho Hall	\$2,500,000	-\$2,500,000	\$0	\$0	0%	\$0	\$0		0%	Abate & Demo Project Cancelled	
LeGrand Football Stadium Press Box	\$3,000,000	\$976,000	\$0	\$3,976,000	0%	\$3,976,000	\$0		0%		
College of Health & Human Services	\$1,500,000	\$1,524,000	-\$3,000,000	\$992,216,000	-1%	\$990,339,826	-\$1,876,174		-3%	Stg 1, \$797,195	
TOTAL - ITU/TUUS/HSC/El Paso/ASU	\$1,075,782,635	\$944,722,965	\$133,767,816	-\$8,570,694	\$1,069,920,087	0%	\$1,047,278,872	-\$22,641,216	-2%		

Actual Data - Project closed
 TRB Projects

Texas Tech University System

Item 9

Report on Facilities Planning and Construction projects (project data as of 09/29/17)

Michael S. Molina



ASU - LeGrand Football Stadium Press Box

Item 9

Current Budget: \$ 3,976,000

Gross Square Feet: 6,660 GSF

Team / Status:

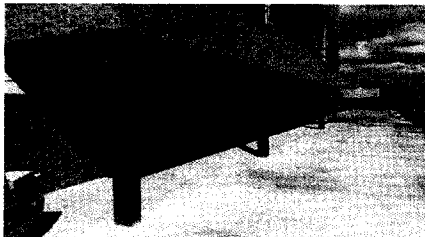
- Design Professional:
Gary Donaldson Architects / Design @ 97%
- Construction Manager at Risk (CMR):
Waldrop / Construction @ 63%
- Construction Manager Agent (CMAgent):
None Required
- Artist:
Bob Guelich / November 2017 Installation

Substantial Completion Date:

Original Date – August 2017
Temporary Restrooms / Partial Concessions

Current Date – November 15, 2017
Substantial Completion

Actual Date – TBD



ASU - LeGrand Football Stadium Press Box

Item 9

Construction Delivery: CMR

	BOR Appr (Planning)	BOR Appr (Full)	Previous Budget ①	Current Budget ②	+(-) Change D-C	NOTES
	A	2/2016 8/2016 2/2017 B	8/2017 C	9/29/2017 D		
BUDGET	\$ -	\$ 3,976,000	\$ 3,976,000	\$ 3,976,000	\$ -	
CATEGORY						
Professional Services	\$ -	\$ 197,085	\$ 153,270	\$ 153,270	\$ -	
Administrative	\$ -	\$ 8,400	\$ 13,934	\$ 13,934	\$ -	
Regents' Rules	\$ -	\$ 79,520	\$ 79,520	\$ 79,520	\$ -	

PARTNERS

General Contractor: Waldrop
 Design Professional: Gary Donaldson Architects
 CM Agent: None Required
 Tier 2 Auditor: N/A

① Previous board meeting (e-Builder as of 7/28/2017)

② e-Builder (Project Management Software)

ASU – Archer College of Health and Human Services

Item 9

Current Budget: \$ 26,360,000

Gross Square Feet: 56,600 GSF

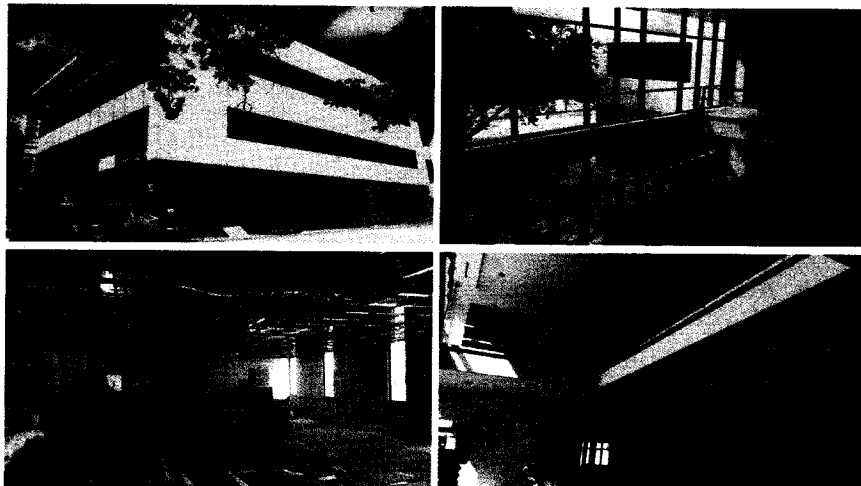
Team / Status:

- Design Professional: PBK Architects / Design @ 89%
- Construction Manager at Risk (CMR): Western Builders of Amarillo / Construction @ 67%
- Construction Manager Agent (CMAgent): Hill International @ 64%
- Artist: Owen Morrel / January 2018 Installation

Substantial Completion Date:

Original Date – December 2017

Actual Date – TBD



ASU – Archer College of Health and Human Services

Item 9

Construction Delivery: CMR

	BOR Appr (Planning) 8/2015 A	BOR Appr (Full) 8/2016 B	Previous Budget ^① 8/2017 C	Current Budget ^② 9/29/2017 D	+(-) Change D-C	NOTES
BUDGET	\$ 797,195	\$ 26,360,000	\$ 26,360,000	\$ 26,360,000	\$ -	
CATEGORY						
Professional Services	\$ 637,468	\$ 2,646,200	\$ 2,798,640	\$ 2,798,640	\$ -	
Administrative	\$ 27,964	\$ 290,737	\$ 171,695	\$ 171,695	\$ -	
Regents' Rules	\$ 18,684	\$ 1,122,561	\$ 1,122,561	\$ 1,122,561	\$ -	

PARTNERS

General Contractor: Western Builders of Amarillo
 Design Professional: PBK Architects
 CM Agent: Hill International
 Tier 2 Auditor: RSM

① Previous board meeting (e-Builder as of 7/28/2017)

② e-Builder (Project Management Software)

ASU – Centennial Village – Phase II

Item 9

Current Budget: \$ 14,500,000

Gross Square Feet: 48,000 GSF

Team / Status:

- Design-Build Team:
Whiting Turner Construction / Marmon Mok @ 22%
- Construction Manager Agent (CMAgent):
Waived
- Artist:
Finalist selected, pending approval

Substantial Completion Date:

Original Date – June 2018

Actual Date – TBD



ASU – Centennial Village – Phase II

Item 9

Construction Delivery: DB

BUDGET	BOR Appr (Planning)	BOR Appr (Full)	Previous Budget	Current Budget	+ / (-) Change D-C	NOTES
	A	2/2017 B	8/2017 C	9/29/2017 D		
	\$ -	\$ 14,500,000	\$ 14,500,000	\$ 14,500,000	\$ -	
CATEGORY						
Professional Services	\$ -	\$ 1,180,900	\$ 1,227,700	\$ 1,227,700	\$ -	
Administrative	\$ -	\$ 92,200	\$ 92,200	\$ 92,200	\$ -	
Regents' Rules	\$ -	\$ 290,000	\$ 290,000	\$ 290,000	\$ -	

PARTNERS

General Contractor: Whiting Turner Construction
 Design Professional: Mamon Mok
 CM Agent: Waived
 Tier 2 Auditor: RSM

① Previous board meeting (e-Builder as of 7/28/2017)

② e-Builder (Project Management Software)

TTU – Industrial Engineering Building Renovation

Item 9

Current Budget: \$ 9,859,000

Gross Square Feet: 44,803 GSF

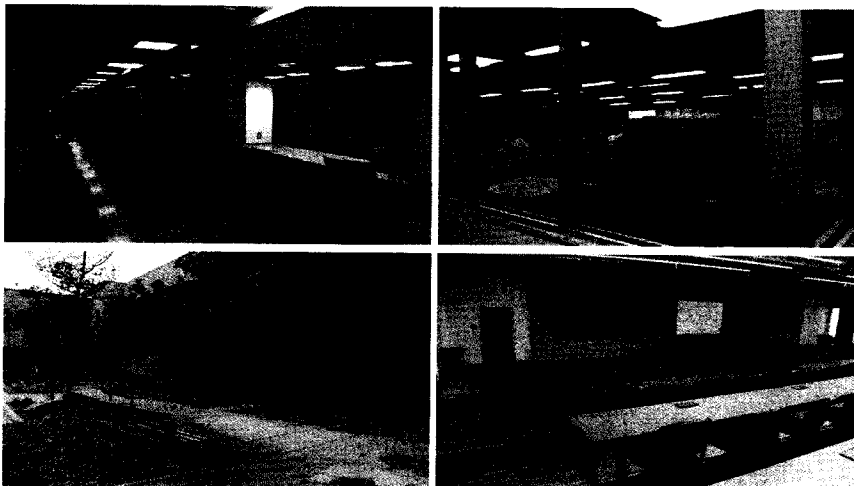
Team / Status - Phase I & II:

- Design Professional:
Dekker/Perich/Sabatini / CA @ 92%
- Construction Manager at Risk (CMR):
Teinert Commercial Building Services /
Construction Ph II @ 84%
- Construction Manager Agent (CMAgent):
None Required
- Artist:
Phase I Waived by BOR 03-06-2015
Phase II Shane Allbritton / Installed 08/2017

Substantial Completion Date:

Original Date – Phase I - August 2016
 Phase II - April 2017
 Phase II Increase - October 2017

Actual Date – Phase I - August 2016
 Phase II - April 2017
 Phase II Increase - TBD



TTU – Industrial Engineering Building Renovation

Item 9

Construction Delivery: CMR

BUDGET	BOR Appr (Planning)	BOR Appr (Full)	Previous Budget①	Current Budget②	+/- Change D-C	NOTES
	A	3/2015 2/2016 8/2016 B	8/2017 C	9/29/2017 D		
	\$ -	\$ 9,859,000	\$ 9,859,000	\$ 9,859,000	\$ -	
CATEGORY						
Professional Services	\$ -	\$ 979,162	\$ 980,113	\$ 980,113	\$ -	
Administrative	\$ -	\$ 104,015	\$ 99,162	\$ 99,162	\$ -	
Regents' Rules	\$ -	\$ 95,558	\$ 95,558	\$ 95,558	\$ -	

PARTNERS

General Contractor: Teinert Commerical Building Services
 Design Professional: Dekker/Perich/Sabatni
 CM Agent: None Required
 Tier 2 Auditor: N/A

① Previous board meeting (e-Builder as of 7/28/2017)

② e-Builder (Project Management Software)

TTU – Sports Performance Center

Item 9

Current Budget: \$ 48,000,000

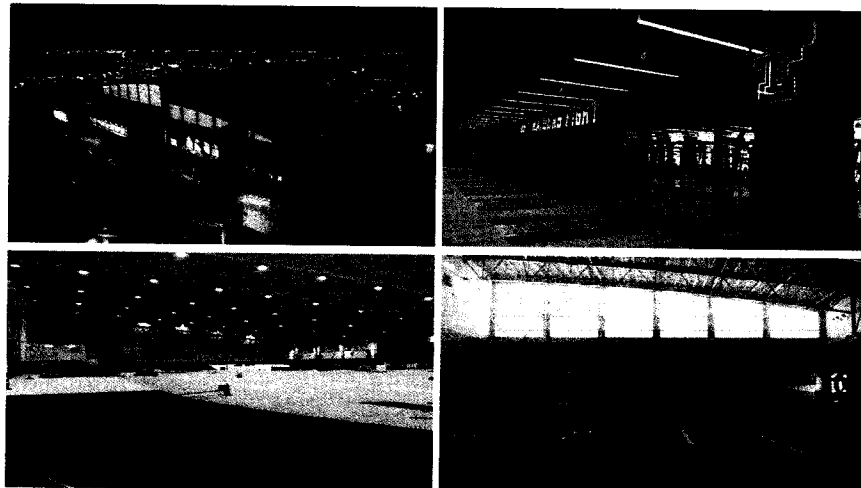
Gross Square Feet: 156,245 GSF

Team / Status:

- Design Professional:
Gensler / Design @ 97%
- Construction Manager at Risk (CMR):
Flintco, LLC / Construction @ 90%
- Construction Manager Agent (CMAgent):
PC Sports, Inc. @ 89%
- Artist:
Simon Donovan - Installed

Substantial Completion Date:

Original Date – July 2017
 Current Date – August 27, 2017
 Actual Date – TBD



TTU – Sports Performance Center

Item 9

Construction Delivery: CMR

	BOR Appr (Planning) 10/2015 A	BOR Appr (Full) 12/2015 B	Previous Budget ^① 8/2017 C	Current Budget ^② 9/29/2017 D	+(-) Change D-C	NOTES
BUDGET	\$ 2,160,330	\$ 48,000,000	\$ 48,000,000	\$ 48,000,000	\$ -	
CATEGORY						
Professional Services	\$ 2,056,330	\$ 5,566,623	\$ 5,903,368	\$ 5,892,885	\$ (10,483)	Suddenlink & Construction of Bollards
Administrative	\$ 4,000	\$ 326,040	\$ 228,612	\$ 228,612	\$ -	
Regents' Rules	\$ -	\$ 2,062,350	\$ 2,062,350	\$ 2,062,350	\$ -	

PARTNERS

General Contractor: Flintco, LLC
 Design Professional: Gensler
 CM Agent: PC Sports, Inc.
 Tier 2 Auditor: RSM

① Previous board meeting (e-Builder as of 7/28/2017)

② e-Builder (Project Management Software)

TTU – Museum Life Safety Upgrade and Air Management Replacement

Item 9

Current Budget: \$ 7,650,000

Gross Square Feet: 238,555 GSF

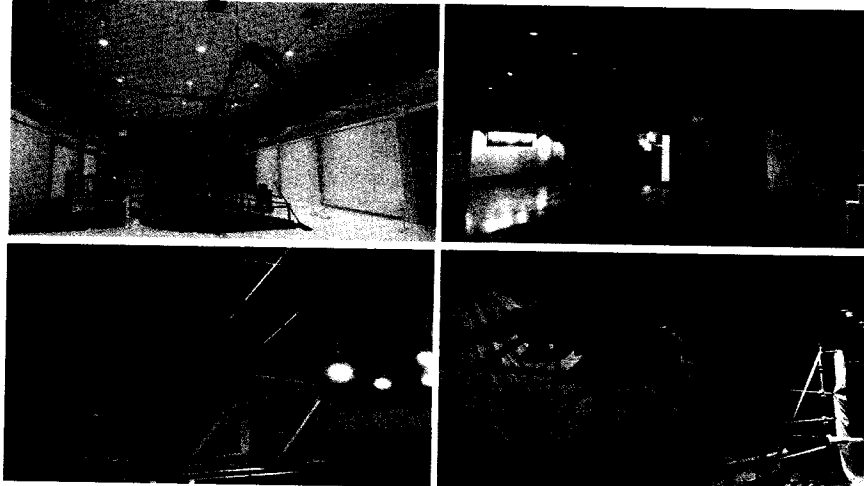
Team / Status:

- Design Professional: Parkhill Smith & Cooper, Inc. / Design @ 76%
- General Contractor: Sandia Construction / Construction @ 59%
- Construction Manager Agent (CMAgent): None Required
- Artist: TBD

Substantial Completion Date:

Original Date – December 2017

Actual Date – TBD



TTU – Museum Life Safety Upgrade and Air Management Replacement

Item 9

Construction Delivery: CMR

	BOR Appr (Planning) A	BOR Appr (Full) 8/2015 B	Previous Budget ^① 8/2017 C	Current Budget ^② 9/29/2017 D	+(-) Change D-C	NOTES
BUDGET	\$ -	\$ 7,650,000	\$ 7,650,000	\$ 7,650,000	\$ -	
CATEGORY						
Professional Services	\$ -	\$ 826,190	\$ 745,975	\$ 745,975	\$ -	
Administrative	\$ -	\$ 105,841	\$ 118,132	\$ 118,132	\$ -	
Regents' Rules	\$ -	\$ 149,837	\$ 149,837	\$ 149,837	\$ -	

PARTNERS

General Contractor Sandia Construction
 Design Professional Parkhill, Smith & Cooper, Inc.
 CM Agent None Required
 Tier 2 Auditor N/A

① Previous board meeting (e-Builder as of 7/28/2017)

② e-Builder (Project Management Software)

TTU – Talkington College of Visual and Performing Arts Theatre & Dance Complex Addition

Item 9

Current Budget: \$ 23,000,000

Gross Square Feet: 49,188 GSF

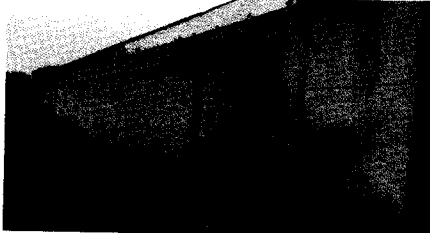
Team / Status:

- Design Professional:
BRW Architects / Design @ 64%
- General Contractor:
Teinert Commercial Building Services, Inc. /
Construction @ 2%
- Construction Manager Agent (CMAgent):
Parkhill, Smith & Cooper, Inc. @ 12%
- Artist:
Artist Interviews October 23

Substantial Completion Date:

Original Date – December 2018

Actual Date – TBD



TTU – Talkington College of Visual and Performing Arts Theatre & Dance Complex Addition

Item 9

Construction Delivery: CMR

	BOR Appr (Planning) A	BOR Appr (Full) 2/2017 B	Previous Budget ① 8/2017 C	Current Budget ② 9/29/2017 D	+(-) Change D-C	NOTES
BUDGET	\$ -	\$ 23,000,000	\$ 23,000,000	\$ 23,000,000	\$ -	
CATEGORY						
Professional Services	\$ -	\$ 2,737,473	\$ 2,774,099	\$ 2,774,099	\$ -	
Administrative	\$ -	\$ 134,275	\$ 139,011	\$ 139,011	\$ -	
Regents' Rules	\$ -	\$ 999,049	\$ 999,049	\$ 999,049	\$ -	

PARTNERS

- General Contractor Teinert Commercial Building Services, Inc.
- Design Professional BRW Architects
- CM Agent (PM Assist) Parkhill, Smith & Cooper, Inc.
- Tier 2 Auditor CBIZ

① Previous board meeting (e-Builder as of 7/28/2017)

② e-Builder (Project Management Software)

TTU – Experimental Sciences Building II

Item 9

Current Budget: \$ 77,000,000

Gross Square Feet: 117,000 GSF

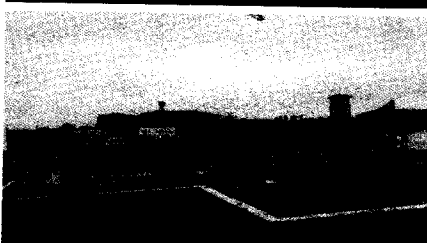
Team / Status:

- Design Professional:
 TreanorHL / Design @ 78%
- Construction Manager at Risk (CMR):
 Flintco, LLC / Construction @ 12%
- Construction Manager Agent (CMAgent):
 Project Control of Texas, Inc. @ 41%
- Artist:
 Finalist interviews October 27

Substantial Completion Date:

Original Date – June 2019

Actual Date – TBD



TTU – Experimental Sciences Building II

Item 9

Construction Delivery: CMR

BUDGET	BOR Appr (Planning)	BOR Appr (Full)	Previous Budget	Current Budget	+(-) Change D-C	NOTES
	8/2015 A	8/2016 B	8/2017 C	9/29/2017 D		
	\$ 2,217,364	\$ 77,000,000	\$ 77,000,000	\$ 77,000,000	\$ -	
CATEGORY						
Professional Services	\$ 1,862,310	\$ 7,898,378	\$ 7,772,349	\$ 7,772,349	\$ -	
Administrative	\$ 104,730	\$ 541,884	\$ 343,734	\$ 343,734	\$ -	
Regents' Rules	\$ 51,969	\$ 3,344,688	\$ 3,344,688	\$ 3,344,688	\$ -	

PARTNERS

General Contractor: Flinto, LLC
 Design Professional: TreanorHL
 CM Agent: Project Control of Texas, Inc.
 Tier 2 Auditor: CBIZ

- ① Previous board meeting (e-Builder as of 7/28/2017)
- ② e-Builder (Project Management Software)

TTUHSC – Lubbock Education, Research & Technology + West Expansion

Item 9

Current Budget \$ 85,900,000

Gross Square Feet: 185,062 GSF

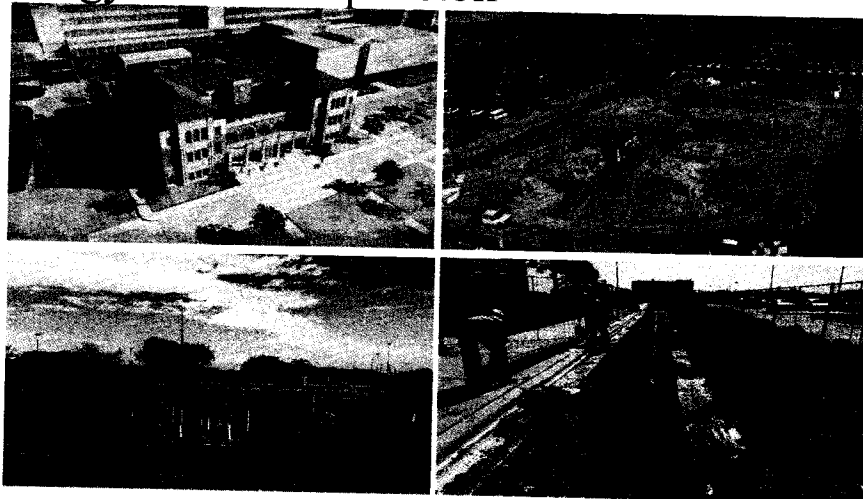
Team / Status:

- Design Professional:
Perkins + Will / Design @ 70%
- Construction Manager at Risk (CMR):
Hill & Wilkinson General Contractors /
Construction @ 22%
- Construction Manager Agent (CMAgent):
Hill International @ 36%
- Artist:
RFQ currently active

Substantial Completion Date:

Original Date – March 2019

Actual Date – TBD



TTUHSC – Lubbock Education, Research & Technology + West Expansion

Item 9

Construction Delivery: CMR

BUDGET	BOR Appr (Planning)	BOR Appr (Full)	Previous Budget①	Current Budget②	+(-) Change	NOTES
	8/2015	10/2016	8/2017	9/29/2017	D-C	
	A	B	C	D		
	\$ 2,403,613	\$ 85,900,000	\$ 85,900,000	\$ 85,900,000	\$ -	
CATEGORY						
Professional Services	\$ 2,035,360	\$ 9,720,722	\$ 10,196,163	\$ 10,156,163	\$ (40,000)	To Physical Plant Support
Administrative	\$ 89,067	\$ 754,030	\$ 821,731	\$ 861,731	\$ 40,000	For Physical Plant Support
Regents' Rules	\$ 56,335	\$ 3,687,886	\$ 3,687,886	\$ 3,687,886	\$ -	

PARTNERS

General Contractor Hill & Wilkinson General Contractors
 Design Professional Perkins + Will
 CM Agent Hill International
 Tier 2 Auditor CBIZ

- ① Previous board meeting (e-Builder as of 7/28/2017)
- ② e-Builder (Project Management Software)

TTUHSC – SimCentral

Item 9

Current Budget: \$ 9,750,000

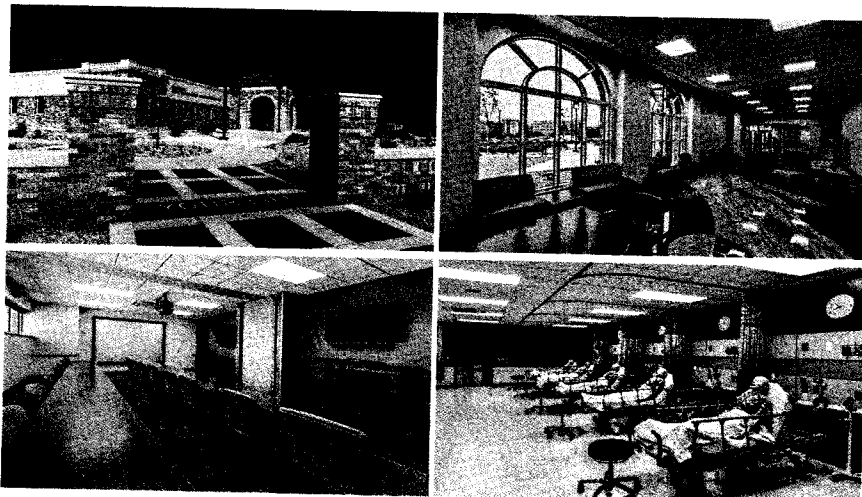
Gross Square Feet: 20,532 GSF

Team / Status:

- Design Professional:
Dekker/Perich/Sabatini / Design @ 98%
- General Contractor
Western Builders of Amarillo, Inc. /
Construction @ 91%
- Construction Manager Agent (CMAgent):
None Required
- Artist:
Carolyn Braaksma / Installed August 2017

Substantial Completion Date:

Original Date – August 2017
 Actual Date – August 25, 2017



TTUHSC – SimCentral

Item 9

Construction Delivery: CMR

BUDGET	BOR Appr (Planning)	BOR Appr (Full)	Previous Budget	Current Budget	+(-) Change D-C	NOTES
	8/2015 A	5/2016 B	8/2017 C	10/16/2017 D		
	\$ 279,805	\$ 9,750,000	\$ 9,750,000	\$ 9,750,000	\$ -	
CATEGORY						
Professional Services	\$ 216,013	\$ 874,460	\$ 945,937	\$ 945,937	\$ -	
Administrative	\$ 22,481	\$ 195,762	\$ 21,187	\$ 21,187	\$ -	
Regents' Rules	\$ -	\$ 191,190	\$ 191,190	\$ 196,725	\$ 5,535	Prior Commitment adjustment

PARTNERS

General Contractor: Western Builders of Amarillo, Inc.
 Design Professional: Dekker/Perich/Sabatini
 CM Agent: None Required
 Tier 2 Auditor: N/A

- ① Previous board meeting (e-Builder as of 7/28/2017)
- ② e-Builder (Project Management Software)

TTUHSC – Permian Basin Academic Facility

Item 9

Current Budget: \$ 22,300,000

Gross Square Feet: 51,000 GSF

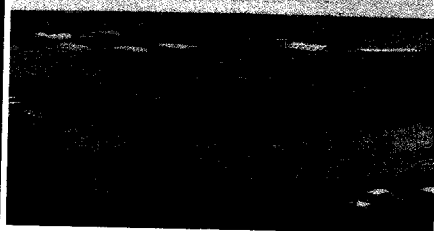
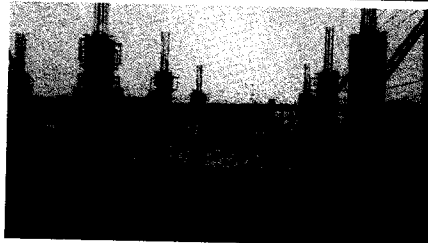
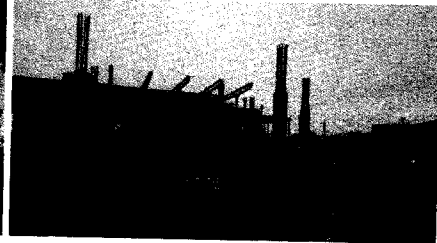
Team / Status:

- Design Professional:
FKP Architects, Inc. / Design @ 67%
- General Contractor
Flintco, LLC / Construction @ 12%
- Construction Manager Agent (CMAgent):
Adams Management Services @ 50%
- Artist:
Albert Paley / July 2018 Installation

Substantial Completion Date:

Original Date – July 2018

Actual Date – TBD



TTUHSC – Permian Basin Academic Facility

Item 9

Construction Delivery: CMR

BUDGET	BOR Appr (Planning)	BOR Appr (Full)	Previous Budget ①	Current Budget ②	+/(-) Change D-C	NOTES
	8/2015	8/2016	8/2017	9/29/2017		
	A	B	C	D		
	\$ 552,665	\$ 22,300,000	\$ 22,300,000	\$ 22,300,000	\$ -	
CATEGORY						
Professional Services	\$ 459,316	\$ 2,505,559	\$ 2,268,805	\$ 2,268,805	\$ -	
Administrative	\$ 28,347	\$ 123,145	\$ 61,650	\$ 61,650	\$ -	
Regents' Rules	\$ 12,953	\$ 969,159	\$ 969,159	\$ 969,159	\$ -	

PARTNERS

General Contractor Flintco, LLC
 Design Professional FKP Architects, Inc.
 CM Agent Adams Management
 Tier 2 Auditor CBIZ

① Previous board meeting (e-Builder as of 7/28/2017)

② e-Builder (Project Management Software)

TTUHSC El Paso - Medical Sciences Building II

Item 9

Current Budget: \$ 84,400,000

Gross Square Feet: 223,000 GSF

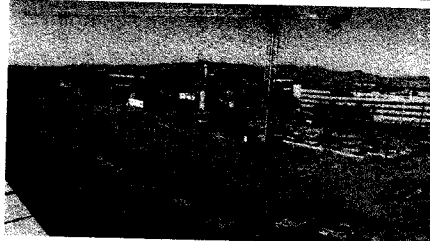
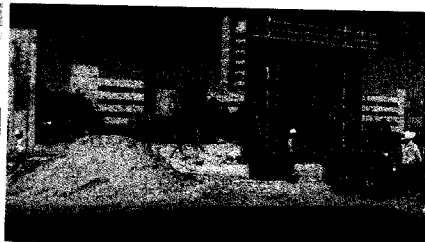
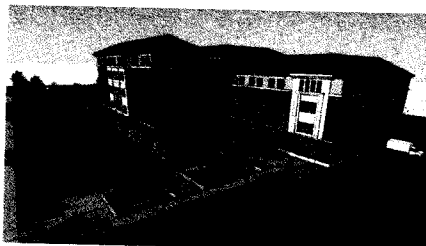
Team / Status:

- Design Professional:
Perkins + Will / Design @ 74%
- Construction Manager at Risk (CMR):
Sundt / Construction @ 11%
- Construction Manager Agent (CMAgent):
Broaddus and Associates @ 17%
- Artist:
RFQ in progress

Substantial Completion Date:

Original Date – March 2019

Actual Date – TBD



TTUHSC El Paso - Medical Sciences Building II

Item 9

Construction Delivery: CMR

BUDGET	BOR Appr (Planning)	BOR Appr (Full)	Previous Budget ^①	Current Budget ^②	+/(-) Change D-C	NOTES
	8/2015 A	12/2016 B	8/2017 C	9/29/2017 D		
	\$ 2,412,064	\$ 84,400,000	\$ 84,400,000	\$ 84,400,000	\$ -	
CATEGORY						
Professional Services	\$ 2,019,315	\$ 9,749,196	\$ 8,311,485	\$ 8,311,485	\$ -	
Administrative	\$ 109,506	\$ 856,129	\$ 299,362	\$ 299,362	\$ -	
Regents' Rules	\$ 56,533	\$ 3,594,250	\$ 3,594,250	\$ 3,594,250	\$ -	

PARTNERS

General Contractor: Sundt
 Design Professional: Perkins + Will
 CM Agent: Broaddus and Associates
 Tier 2 Auditor: RSM

① Previous board meeting (e-Builder as of 7/28/2017)

② e-Builder (Project Management Software)

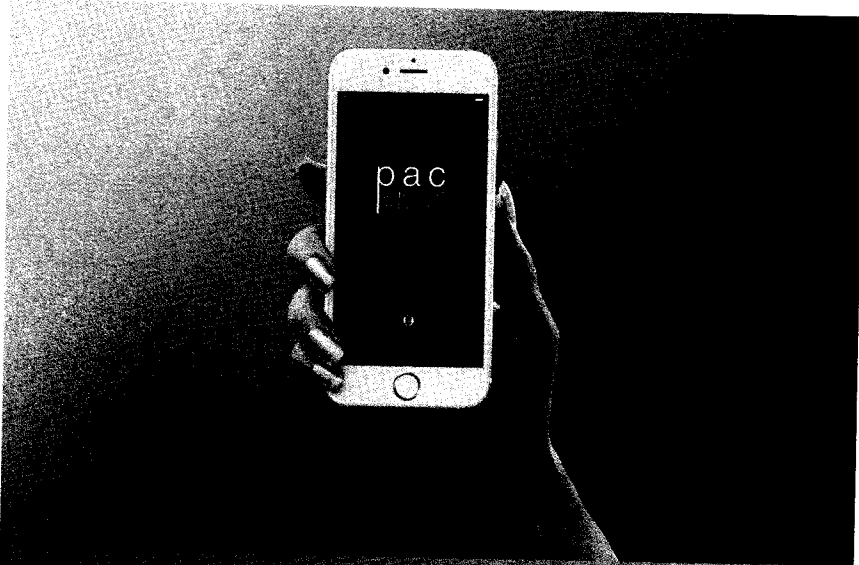
Texas Tech University System

Item 9

Status of Public Art
Michael S. Molina

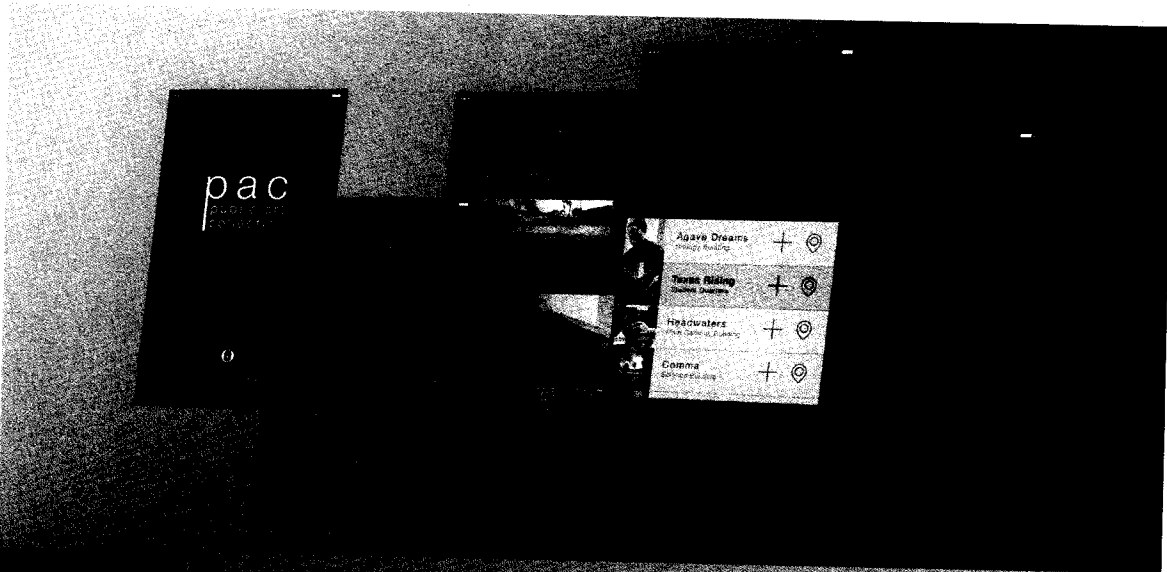
Public Art Collection – Smart Phone App

Item 9



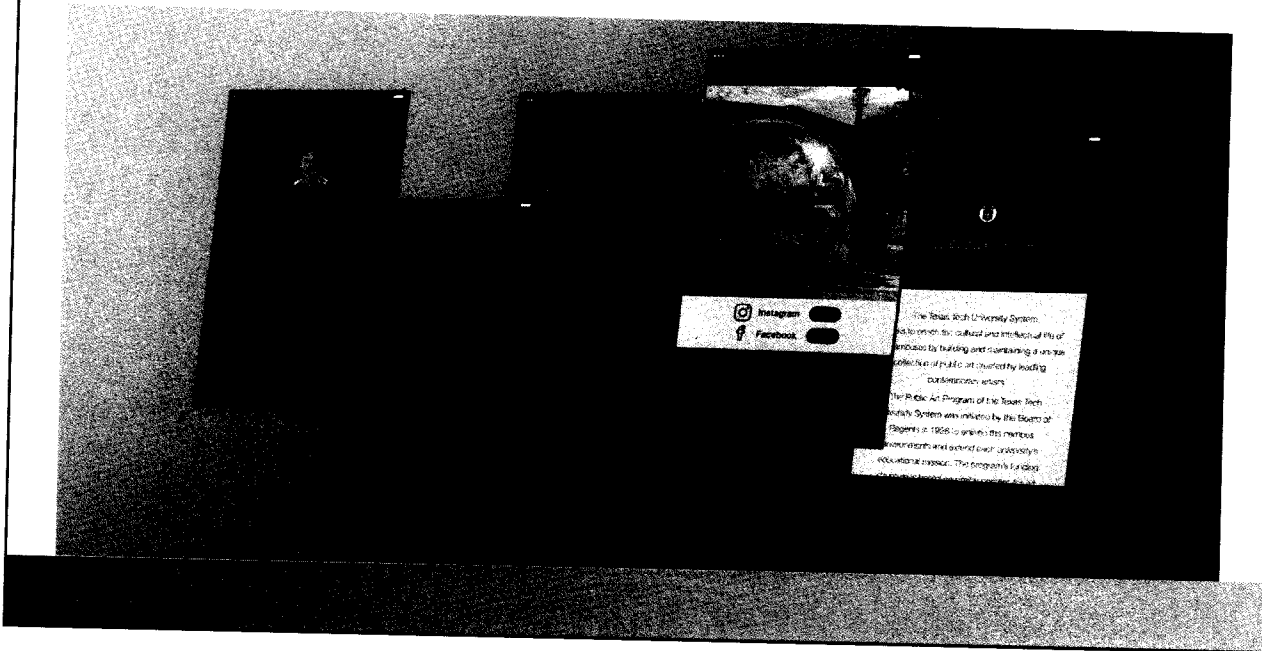
Public Art Collection – Smart Phone App

Item 9



Public Art Collection – Smart Phone App

Item 9



Public Art Collection – Smart Phone App Features

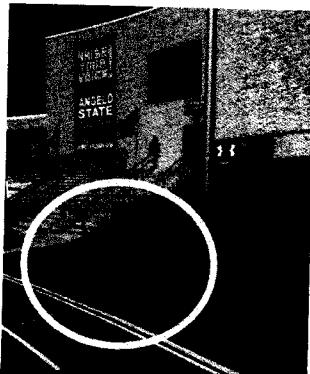
Item 9

- Geofence technology that directs the user to art pieces using their location and Google Maps;
- Tour lists that will allow the user to explore the collection by different themes;
- Users can “favorite” pieces and create their own lists for tours;
- A game that provides clues that hint at the next piece in the users journey. The app will keep score and allow users to compete with others;
- Social media capability allows users to comment and add photos to the app, as well as share photos through Instagram and Facebook.
- January 2018 roll out.

ASU - LeGrand Football Stadium Press Box

Item 9

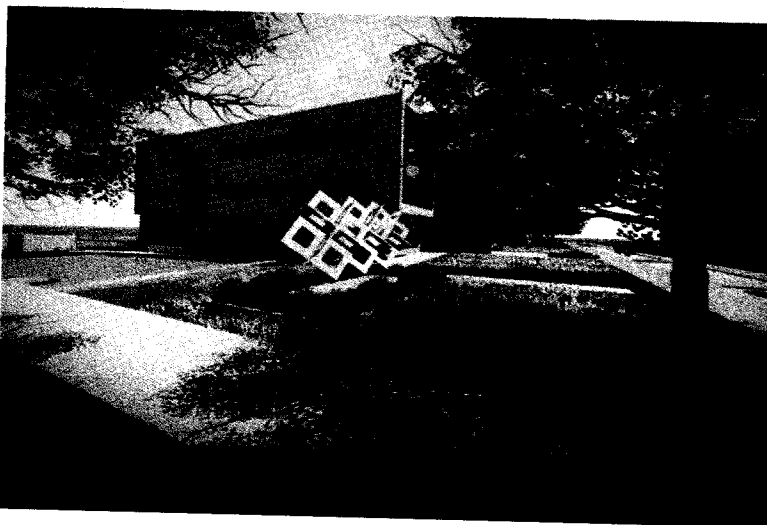
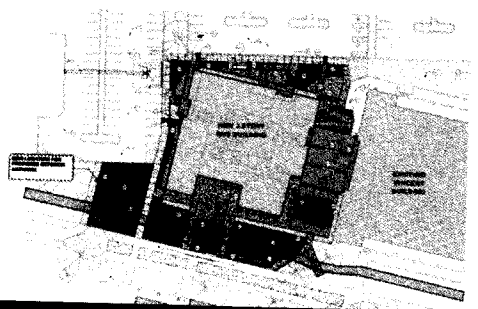
Art Budget: \$ 88,000
Artist: Bob Guelich
San Antonio, TX
Title: Awaiting artist announcement
Status: November 2017 Installation



ASU – Archer College of Health & Human Services

Item 9

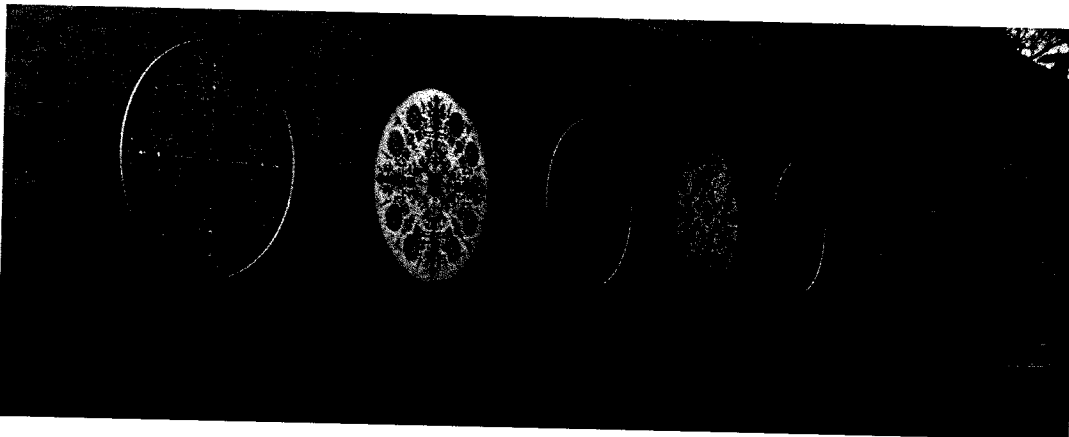
Art Budget: \$ 253,000
Artist: Owen Morrel
Miami, FL
Title: Cube-i
Status: January 2018 Installation



TTU – Industrial Engineering Building Renovation

Item 9

Art Budget: \$ 33,500
Artist: Shane Albritton
Houston, TX
Title: *Aureole*
Status: August 2017 Installation



TTU – Sports Performance Center

Item 9

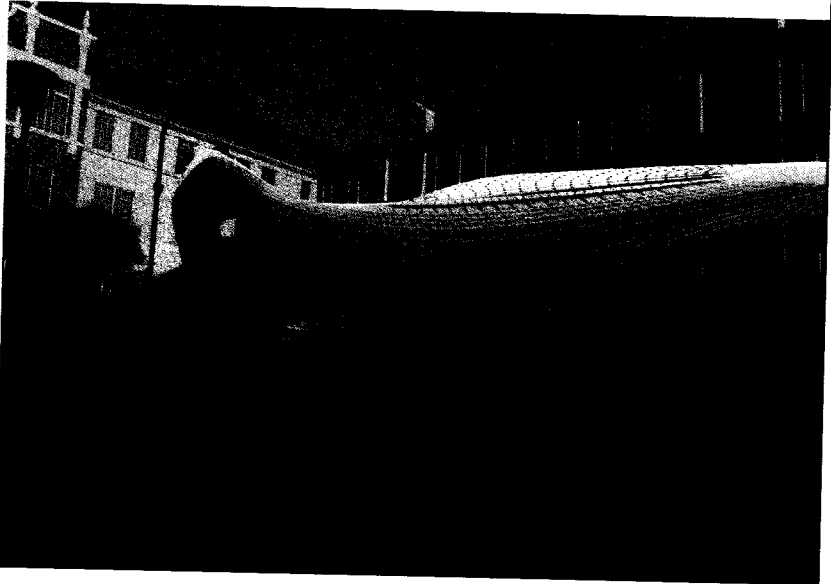
Art Budget: \$ 450,000
Artist: Simon Donovan
Tucson, AZ
Title: *Run*
Status: Installed September 2017



TTU – New Honors Residence Hall

Item 9

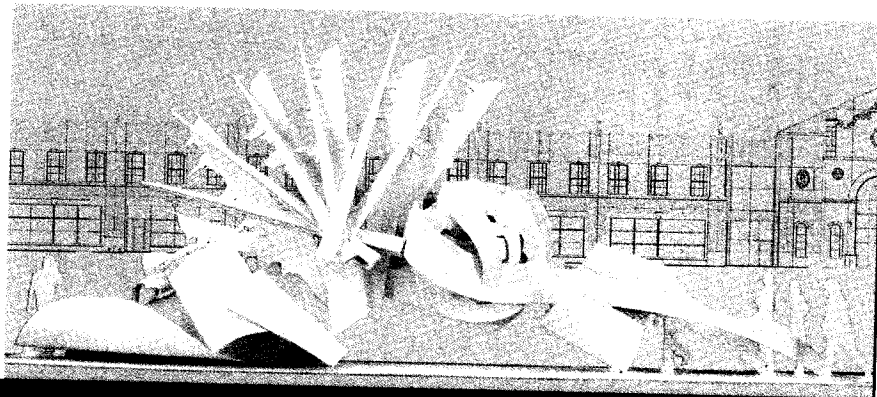
Art Budget: \$ 287,000
Artist: Marc Fomes / Theverymany
New York, NY
Title: *Wandering*
Status: December 2017 Installation



TTUHSC – Permian Basin Academic Facility

Item 9

Art Budget: \$ 214,000
Artist: Albert Paley
New York, NY
Title: Awaiting artist announcement
Status: July 2018 Installation



10/20/2017

ATTACHMENT FOR FINANCE & ADMINISTRATION COMMITTEE ITEM # 1

Amend Section 07.12.4 as follows:

07.12.3 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, unless a different consideration is specified by this policy. This requirement is applicable to both cash and non-cash considerations. The board may delegate the approval and signature authority for such contracts to the chancellor or component president.
- b. The board must approve any amendment, extension, or renewal of a contract with a value that exceeds 25% of the value of the original contract approved by the board or that increases the value of the original contract to more than \$1,000,000 unless the authority to exceed the approved amount is expressly delegated by the board or an exception is expressly adopted by the board for that contract.

• • •

07.12.4 Board delegation of authority.

- a. Notwithstanding Section 07.12.3.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.
- b. Notwithstanding Section 07.12.3.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

10/20/2017

annum shall be provided to the board as an information item at the next regular board meeting.

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

- d. [e.] The board delegates to the chancellor and the presidents the authority to execute and sign contracts related to construction projects for TTUSA and the component institutions, respectively, as provided by Chapter 08, *Regents' Rules*.

- [~~e. The board delegates to the chancellor and the presidents the authority to execute and sign any amendment, extension, or renewal of a contract for their respective institution that increases the value of the original contract to more than \$1,000,000. A list of such amendments, extensions, and renewals shall be provided to the board as an information item at the next regular board meeting.~~]

This provision is deleted as it conflicts with another existing provision — §07.12.3.b.

10/20/2017

- e. 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) 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 or chair of the Finance and Administration Committee authorize a proposal submitted to them by the chancellor, or the chancellor's designee, regarding 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 the vice chancellor and chief financial officer, in consultation with the chancellor, presidents, and chief financial officers of the institutions, shall review consulting contracts of \$25,000 or less prior to execution of the contract by the chancellor or president, as appropriate.
 - (b) A report of the contract shall be provided as an Information Agenda item at the next board meeting.
 - (c) Approval of the board is required prior to execution for any modification to a consulting contract where the initial

10/20/2017

consideration was \$25,000 or less and the modification will cause the total consideration to exceed \$25,000.

- (3) For the purposes of Section 07.12.4.e, *Regents' Rules*, a search firm is a service provider and is not deemed to be a consultant.