



TEXAS TECH UNIVERSITY SYSTEM

BOARD OF REGENTS

AGENDA BOOK Videoconference Meeting

May 14, 2020

BOARD OF REGENTS
TEXAS TECH UNIVERSITY SYSTEM

AGENDA

May 14, 2020

BOARD OF REGENTS

Mr. Christopher M. Huckabee, Chairman

Mr. J. Michael Lewis, Vice Chairman

Mr. Mark Griffin

Mr. Ron Hammonds

Mrs. Ginger Kerrick

Mr. Mickey L. Long

Mr. John D. Steinmetz

Mr. John B. Walker

Mr. Dusty Womble

Mr. Sean Lewis, Student-Regent

Standing Committees:

Academic, Clinical and Student Affairs:

Ginger Kerrick; Sean Lewis; John Steinmetz (Chair); John Walker

Audit:

Ron Hammonds (Chair); Ginger Kerrick; Dusty Womble

Facilities:

Mark Griffin; Ron Hammonds; Mickey Long (Chair)

Finance and Administration:

Mickey Long; John Walker (Chair); Dusty Womble

AGENDA

Board of Regents Videoconference Meeting

Lubbock, Texas

May 14, 2020

Abbreviated Agenda with Approximate Times*

Thursday, May 14, 2020

Meeting of the Board

- 10:00 am Call to Order; convene as Meeting of the Board and Committee of the Whole Board
- Accept reports on COVID-19 and the status of construction projects and
 - consideration of items related to finance; academic, clinical and student affairs; and facilities
- Location: Regents Committee Room (106), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas — limited space for applicable personnel only
NOTE: Open to the public only via an online webcast available at: <https://www.texastech.edu/live-stream.php>
- 11:00 am Executive Session
Location: Regents Committee Room (106), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas
- 1:30 pm Following Executive Session, reconvene into Open Session as Committee of the Whole
- Consideration of motions from Executive Session
 - Remaining Board business
- Location: Regents Committee Room (106), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas
- 1:40 pm Adjournment

CONTINUED ON NEXT PAGE

*For general information. All open and executive session meetings of the Board of Regents will take place in Regents Committee Room (106), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas. [NOTE: Only limited personnel will attend in person with all regents and other applicable personnel participating via videoconference. Guests and other personnel may view the livestream meeting at <https://www.texastech.edu/live-stream.php>.] The times listed are estimates, with periodic recesses. On Thursday, May 14, 2020 at 10:00 am, the Board will convene in Open Session as a Meeting of the Board and Committee of the Whole to accept reports on COVID-19 and the status of construction projects; and to consider and act on items for approval related to finance; academic, clinical and student affairs; and facilities. At approximately 11:00 am, the Board will convene into Executive Session. At the conclusion of Executive Session, the Committee of the Whole will reconvene in Open Session to consider and act on motions from Executive Session and any remaining Board business. The Meeting of the Board is expected to adjourn on or before 1:40 pm; however, if needed, the meeting may continue beyond 1:40 pm until completed. The full board agenda is detailed on pages iii through vii. The agenda for each session of the board meeting or a meeting of a committee of the board is detailed behind the appropriate divider tab.

Board of Regents Videoconference Meeting

May 14, 2020

Agenda

Thursday, May 14, 2020

**Regents Committee Room (106), First Floor,
System Building, 1508 Knoxville Avenue,
Lubbock, Texas**

II. Meeting of the Board—Call to Order; convene into Open Session of the Board. The Board will continue in Open Session and meet as a Committee of the Whole and Meeting of the Board to consider and act on:Chairman Huckabee

A. Roll call for attendance..... Keino McWhinney

B. Approve minutes of board meetings held on February 27-28, 2020 and April 6, 2020 and the minutes of committee meetings held on February 27, 2020 for the Academic, Clinical and Student Affairs Committee; Audit Committee; Facilities Committee; and Finance and Administration CommitteeChairman Huckabee

C. Committee of the Whole.....Chairman Huckabee

Page
CW

1. TTUS: Report on COVID19 7

(Finance and Administration Items:)

2. TTUS: Authorize issuance of Revenue Financing System Bonds to fund certain eligible projects for construction of infrastructure for TTUS, refund certain outstanding obligations of TTUS and pay costs relating to the issuance of the bonds..... 8

(Academic, Clinical and Student Affairs Items:)

3. ASU: Approve the addition of the bachelor’s degree in Commercial Aviation (BCA) 9

(Facilities Items:)

- 4. TTUHSC: Authorize expenditures for a new School of Health Professions Physician Assistant Building on the campus of Midland College (CMAR Pre-construction) 12
- 5. TTUS: Report on Facilities Planning and Construction project 14

(Consent/Information Items:)

- 6. ASU, TTU, TTUHSC, TTUHSC El Paso, TTUSA and TTUS: Approve Consent Agenda; acknowledge review of Information Agenda 15

Consent Agenda

- a. ASU: Approve the addition of the Doctor of Psychology (Psy.D.) in Counseling (ACS)
- b. TTU: Approve faculty development leave of absence (ACS)
- c. TTUHSC: Approve revisions to the Student Handbook and Code of Professional Conduct, effective September 1, 2020 (ACS)
- d. TTUHSC El Paso: Approve revisions to the 2020-2021 Code of Professional Conduct of the Student Handbook effective September 1, 2020 (ACS)
- e. TTU: Approve permanent Right of Access and use of TTU property for Pantex ACS., LLC (F)
- f. TTU: Authorize abandonment of City of Lubbock alley easement on Texas Tech University property (Grantham property) (F)
- g. TTUHSC El Paso: Approve naming of teaching surgical suites within the Texas Tech Oral Dental Health Clinic (High Desert Oral & Facial Surgery Teaching Suites) (F)
- h. ASU, TTU, TTUHSC, TTUHSC El Paso and TTUSA: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 report (F)
- i. TTU: Approve commissioning of police officers (FA)
- j. TTU: Authorize president to execute a contract with Under Armour, Inc. to provide apparel and supplies to the NCAA intercollegiate athletics teams (FA)

- k. TTU: Approve contract extension with Barnes & Noble College Booksellers, LLC. for campus bookstore services (FA)
- l. TTU: Approve naming rights for United Supermarkets Arena (FA)
- m. TTUHSC: Approve modification of endowment (FA)
- n. TTUHSC El Paso: Approve establishment of quasi-endowment (FA)
- o. TTUHSC El Paso: Approve establishment of quasi-endowment (FA)
- p. ASU, TTU and TTUSA, TTUHSC, and TTUHSC El Paso: Approve FY 2021 holiday schedule (FA)

Information Agenda

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

- (1) ASU, TTU, TTUHSC and TTUHSC El Paso: Summary of Revenues and Expenditures by Budget Category, FY 2020 (as of February 29, 2020), per Section 01.02.8.d(3)(g), *Regents' Rules* – All actual expenditures will be reviewed by the Finance and Administration Committee annually and provided as information. Financial reports for the most recently completed quarter for each of the component institutions are available at: <http://texastech.edu/offices/cfo/board-financial-reports.php>
- (2) TTUHSC: Contracts for ongoing and continuing health-related service relationships per Section 07.12.4.c, *Regents' Rules* – “Notwithstanding Section 07.12.3.a or Section 07.12.3.b, *Regents' Rules*, the board delegates to the presidents of health-related institutions the authority to approve the proposals and execute and sign contracts for health related services, as specified herein. This delegation is limited to contracts with entities for which the institution has an ongoing and continuing contractual relationship, to include: revenue contracts from which the institution receives payment for health related services; participation in health provider networks; resident or faculty support; and expense contracts with healthcare providers or suppliers necessary to fulfill the obligation to provide health related services as part of a revenue contract. Before such a contract may be executed, the president shall obtain the prior review of the TTUS Office of General Counsel and the TTUS vice chancellor and chief financial officer, or their designees. A list of health related services contracts that have been executed under this delegation of authority since the previous regular board meeting shall be provided to the board as an information item at the next regular board meeting.”

- (3) TTU and TTUHSC El Paso: Consulting contracts with an initial consideration of \$25,000 or less per Section 07.12.4.e.(2), *Regents' Rules* – “(a) Board approval is not required, but the vice chancellor and chief financial officer, in consultation with the chancellor, presidents, and chief financial officers of the institutions, shall review consulting contracts of \$25,000 or less prior to execution of the contract by the chancellor or president, as appropriate. (b) A report of the contract shall be provided as an Information Agenda item at the next board meeting.”
- (4) TTU and TTUHSC: Contracts for Sponsored Program Projects per Section 07.12.4.b., *Regents' Rules* – The board delegates to the presidents the authority to approve the proposals and execute and sign contracts for sponsored program projects in excess of \$1,000,000 per annum. Sponsored program projects are those grants, contracts, and cooperative agreements from either the public or private sectors that support research, instructional, and service projects. A list of such contracts for sponsored program projects in excess of \$1,000,000 per annum shall be provided to the board as an information item at the next regular board meeting.
- (5) TTU and TTUS: Contracts that involve a stated or implied consideration that total in excess of \$1,000,000 over the entire term of the contract but the per annum amount is less than \$1,000,000 per section 07.12.4 of the *Regents' Rules* – Notwithstanding Section 07.12.3.a, *Regents' Rules*, the chancellor or president, as appropriate, is delegated the authority to approve: (i) contracts that involve a stated or implied consideration that total in excess of \$1,000,000 over the entire term of the contract but the per annum amount is less than \$1,000,000; and (ii) any amendment, extension, or renewal of a contract originally approved by the chancellor or president, as appropriate, so long as the amendment, extension, or renewal does not cause the per annum amount of the contract to exceed \$1,000,000. This requirement is applicable to both cash and non-cash considerations. Information about such contracts or contract amendments, extensions, or renewals that are approved by the chancellor or a president under this delegation of authority shall be provided to the board as an information item at the next regular board meeting.
- (6) TTUS: Emergency or exigent circumstances delegation of authority to the Board chairman and chancellor by Sections 01.02.1.b-c.(1), *Regents' Rules* – “When an emergency or exigent circumstances exist that cannot be adequately addressed through Section 07.04.4.a(2) relating to budget adjustments, Section 07.12.3.g relating to contracts, or Section 08.01.7 relating to major construction projects, the chair – or if the chair is not available within the time required for action, the vice chair – may approve a proposal submitted by the chancellor, or the chancellor’s designee, for an action that otherwise would require the approval of the board as a whole, with

subsequent notification to the board as soon as practicable....The chair – or if the chair is not available within the time required for action, the vice chair – may authorize the chancellor to exercise such additional authority as is necessary to ensure the health and safety of the students, faculty, and staff of the Texas Tech University System and/or the continued operations of the System’s components during a state of emergency or exigent circumstances (including, but not limited to, a “disaster” as defined in Section 418.004(1), Texas Government Code).”

- D. Schedule for Board meetings:
 August 6-7, 2020, Lubbock
 October 16, 2020, Lubbock
 December 10-11, 2020, Lubbock Keino McWhinney

II. Executive Session: The Board will convene into Executive Session in the Regents Committee Room (106), First Floor, System Building, 1508 Knoxville Avenue to consider matters permissible under Chapter 551 of the *Texas Government Code*, including, for example:Chairman Huckabee

- A. Consultation with attorney regarding privileged communications, pending or contemplated litigation and settlement negotiations – Section 551.071
- B. Deliberations regarding real property: The purchase, lease, exchange, or value of real property – Section 551.072
- C. Deliberations regarding prospective gifts – Section 551.073
- D. Personnel matters: Discuss the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of employees – Section 551.074
- E. Deliberations regarding security devices—deployment of security personnel or devices – Section 551.076

III. Open Session: The Board will reconvene in Open Session in the Regents Committee Room (106), First Floor, System Building, 1508 Knoxville Avenue and meet as a Committee of the Whole and Meeting of the Board to consider and act on:

- A. Consideration of appropriate action, if any, on items discussed in Executive Session.....Vice Chairman Lewis
- B. Chairman’s Announcements.....Chairman Huckabee

IV. AdjournmentChairman Huckabee

**MEETING OF THE
BOARD &
COMMITTEE OF
THE WHOLE**

Meeting of the Board
Thursday, May 14, 2020

Time: 10:00 am

Place: Regents Committee Room (106), First Floor, System Building, 1508
Knoxville Avenue, Lubbock, Texas

[NOTE: Only a limited number of personnel will be allowed to attend in person. All guests and personnel not directly participating in this meeting are asked to view the live-stream of this meeting at:
<https://www.texastech.edu/live-stream.php>]

Agenda

- I. **Meeting of the Board—Call to Order; convene into Open Session of the Board.** The Board will continue in Open Session and meet as a Committee of the Whole and Meeting of the Board to consider and act on:Chairman Huckabee
 - A. Roll call for attendance..... Keino McWhinney
 - B. Approve minutes of board meetings held on February 27-28, 2020 and April 6, 2020 and the committee minutes held on February 27, 2020 for the Academic, Clinical and Student Affairs Committee; Audit Committee; Facilities Committee; and Finance and Administration Committee.....Chairman Huckabee
 - C. Committee of the Whole.....Chairman Huckabee

Page
CW

- 1. TTUS: Report on COVID19..... 7

(Finance and Administration Items:)

- 2. TTUS: Authorize issuance of Revenue Financing System Bonds to fund certain eligible projects for construction of infrastructure for TTUS, refund certain outstanding obligations of

TTUS and pay costs relating to the issuance of the bonds..... 8

(Academic, Clinical and Student Affairs Items:)

3. ASU: Approve the addition of the bachelor’s degree in Commercial Aviation (BCA)..... 9

(Facilities Items:)

4. TTUHSC: Authorize expenditures for a new School of Health Professions Physician Assistant Building on the campus of Midland College (CMAR Pre-construction) 12

5. TTUS: Report on Facilities Planning and Construction project 14

(Consent/Information Items:)

6. ASU, TTU, TTUHSC, TTUHSC El Paso, TTUSA and TTUS: Approve Consent Agenda; acknowledge review of Information Agenda 15

Consent Agenda

- a. ASU: Approve the addition of the Doctor of Psychology (Psy.D.) in Counseling (ACS)
- b. TTU: Approve faculty development leave of absence (ACS)
- c. TTUHSC: Approve revisions to the Student Handbook and Code of Professional Conduct, effective September 1, 2020 (ACS)
- d. TTUHSC El Paso: Approve revisions to the 2020-2021 Code of Professional Conduct of the Student Handbook effective September 1, 2020 (ACS)
- e. TTU: Approve permanent Right of Access and use of TTU property for Pantex ACS., LLC (F)
- f. TTU: Authorize abandonment of City of Lubbock alley easement on Texas Tech University property (Grantham property) (F)
- g. TTUHSC El Paso: Approve naming of teaching surgical suites within the Texas Tech Oral Dental Health Clinic (High Desert Oral & Facial Surgery Teaching Suites) (F)

- h. ASU, TTU, TTUHSC, TTUHSC EI Paso and TTUSA: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 report (F)
- i. TTU: Approve commissioning of police officers (FA)
- j. TTU: Authorize president to execute a contract with Under Armour, Inc. to provide apparel and supplies to the NCAA intercollegiate athletics teams (FA)
- k. TTU: Approve contract extension with Barnes & Noble College Booksellers, LLC. for campus bookstore services (FA)
- l. TTU: Approve naming rights for United Supermarkets Arena (FA)
- m. TTUHSC: Approve modification of endowment (FA)
- n. TTUHSC EI Paso: Approve establishment of quasi-endowment (FA)
- o. TTUHSC EI Paso: Approve establishment of quasi-endowment (FA)
- p. ASU, TTU and TTUSA, TTUHSC, and TTUHSC EI Paso: Approve FY 2021 holiday schedule (FA)

Information Agenda

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

- (1) ASU, TTU, TTUHSC and TTUHSC EI Paso: Summary of Revenues and Expenditures by Budget Category, FY 2020 (as of February 29, 2020), per Section 01.02.8.d(3)(g), *Regents' Rules* – All actual expenditures will be reviewed by the Finance and Administration Committee annually and provided as information. Financial reports for the most recently completed quarter for each of the component institutions are available at: <http://texastech.edu/offices/cfo/board-financial-reports.php>
- (2) TTUHSC: Contracts for ongoing and continuing health-related service relationships per Section 07.12.4.c, *Regents' Rules* – “Notwithstanding Section 07.12.3.a or Section 07.12.3.b, *Regents' Rules*, the board delegates to the presidents of health-related institutions the authority to approve the proposals and execute and sign contracts for health related services, as specified herein. This delegation is limited to contracts with entities for which the

institution has an ongoing and continuing contractual relationship, to include: revenue contracts from which the institution receives payment for health related services; participation in health provider networks; resident or faculty support; and expense contracts with healthcare providers or suppliers necessary to fulfill the obligation to provide health related services as part of a revenue contract. Before such a contract may be executed, the president shall obtain the prior review of the TTUS Office of General Counsel and the TTUS vice chancellor and chief financial officer, or their designees. A list of health related services contracts that have been executed under this delegation of authority since the previous regular board meeting shall be provided to the board as an information item at the next regular board meeting.”

- (3) TTU and TTUHSC El Paso: Consulting contracts with an initial consideration of \$25,000 or less per Section 07.12.4.e.(2), *Regents’ Rules* – “(a) Board approval is not required, but the vice chancellor and chief financial officer, in consultation with the chancellor, presidents, and chief financial officers of the institutions, shall review consulting contracts of \$25,000 or less prior to execution of the contract by the chancellor or president, as appropriate. (b) A report of the contract shall be provided as an Information Agenda item at the next board meeting.”
- (4) TTU and TTUHSC: Contracts for Sponsored Program Projects per Section 07.12.4.b., *Regents’ Rules* – The board delegates to the presidents the authority to approve the proposals and execute and sign contracts for sponsored program projects in excess of \$1,000,000 per annum. Sponsored program projects are those grants, contracts, and cooperative agreements from either the public or private sectors that support research, instructional, and service projects. A list of such contracts for sponsored program projects in excess of \$1,000,000 per annum shall be provided to the board as an information item at the next regular board meeting.
- (5) TTU and TTUS: Contracts that involve a stated or implied consideration that total in excess of \$1,000,000 over the entire term of the contract but the per annum amount is less than \$1,000,000 per section 07.12.4 of the *Regents’ Rules* – Notwithstanding Section 07.12.3.a, *Regents’ Rules*, the chancellor or president, as appropriate, is delegated the authority to approve: (i) contracts that involve a stated or implied consideration that total in excess of \$1,000,000 over the entire term of the contract but the per annum amount is less than \$1,000,000; and (ii) any amendment, extension, or renewal of a contract originally approved by the chancellor or president, as appropriate, so long as the amendment, extension, or renewal does not cause the per annum amount of the contract to exceed \$1,000,000. This requirement is applicable to both cash and non-cash

considerations. Information about such contracts or contract amendments, extensions, or renewals that are approved by the chancellor or a president under this delegation of authority shall be provided to the board as an information item at the next regular board meeting.

- (6) TTUS: Emergency or exigent circumstances delegation of authority to the Board chairman and chancellor by Sections 01.02.1.b-c.(1), *Regents’ Rules* – “When an emergency or exigent circumstances exist that cannot be adequately addressed through Section 07.04.4.a(2) relating to budget adjustments, Section 07.12.3.g relating to contracts, or Section 08.01.7 relating to major construction projects, the chair – or if the chair is not available within the time required for action, the vice chair – may approve a proposal submitted by the chancellor, or the chancellor’s designee, for an action that otherwise would require the approval of the board as a whole, with subsequent notification to the board as soon as practicable....The chair – or if the chair is not available within the time required for action, the vice chair – may authorize the chancellor to exercise such additional authority as is necessary to ensure the health and safety of the students, faculty, and staff of the Texas Tech University System and/or the continued operations of the System’s components during a state of emergency or exigent circumstances (including, but not limited to, a “disaster” as defined in Section 418.004(1), Texas Government Code).”

- D. Schedule for Board meetings:
 - August 6-7, 2020, Lubbock
 - October 16, 2020, Lubbock
 - December 10-11, 2020, Lubbock Keino McWhinney

II. Executive Session: The Board will convene into Executive Session in the Regents Committee Room (106), First Floor, System Building, 1508 Knoxville Avenue to consider matters permissible under Chapter 551 of the *Texas Government Code*, including, for example:Chairman Huckabee

- A. Consultation with attorney regarding privileged communications, pending or contemplated litigation and settlement negotiations – Section 551.071
- B. Deliberations regarding real property: The purchase, lease, exchange, or value of real property – Section 551.072
- C. Deliberations regarding prospective gifts – Section 551.073

- D. Personnel matters: Discuss the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of employees – Section 551.074
- E. Deliberations regarding security devices—deployment of security personnel or devices – Section 551.076

III. Open Session: The Board will reconvene in Open Session in the Regents Committee Room (106), First Floor, System Building, 1508 Knoxville Avenue and meet as a Committee of the Whole and Meeting of the Board to consider and act on:

- A. Consideration of appropriate action, if any, on items discussed in Executive Session Vice Chairman Lewis
- B. Chairman’s Announcements Chairman Huckabee

IV. Adjournment Chairman Huckabee

1. TTUS: Report on COVID19.

Presenter: Dr. Tedd Mitchell

Presentation Time: 15 minutes

Report required by: Requested by the Board

Dr. Tedd Mitchell, Chancellor, Texas Tech University System, will present a report on COVID19.

2. TTUS: Authorize issuance of Revenue Financing System Bonds to fund certain eligible projects for construction of infrastructure for TTUS, refund certain outstanding obligations of TTUS and pay costs relating to the issuance of the bonds.

Presenter: Mr. Gary Barnes

Presentation Time: 15 minutes

Board approval required by: Section 07.05.1, *Regents' Rules*,

RECOMMENDATION

The chancellor recommends that the Board of Regents authorize the issuance of Revenue Financing System ("RFS") Bonds, scheduled for issuance. A resolution authorizing sale and delivery of the Bonds is attached for approval by the Board of Regents.

In summary, the Board of Regents will approve the attached resolution authorizing the sale and delivery of "Board of Regents of Texas Tech University System Revenue Financing System Refunding and Improvement Bonds, Series 2020A and/or 2020B tax-exempt and/or taxable bonds in the maximum aggregate principal amount of \$350,000,000", and resolving other matters incident and related thereto.

As noted in the resolutions, the *Pricing Officer* is authorized, appointed, and designated to act on behalf of the Board in the selling and delivering the Bonds in one or more series. The "*Pricing Officer*" shall mean the Chief Financial Officer ("CFO"), or the Chancellor of TTUS. Authority shall expire within 365 days.

BACKGROUND INFORMATION

The Board of Regents is being asked to approve the 18th Supplemental Resolution to the Master Resolution authorizing the issuance and sale of the BOR Revenue Financing System Refunding and Improvement Bonds. The Master Resolution was adopted October 21, 1993. The most recent prior action by the Board of Regents was to approve the 17th Supplemental Resolution authorizing the sale of bonds for issues 2017A and 2017B on December 16, 2016.

3. ASU: Approve the addition of the bachelor's degree in Commercial Aviation (BCA).

Presenter: Dr. Don Topliff

Presentation Time: 3 minutes

Board approval required by: Section 04.09.1, *Regents' Rules*

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents approve the new degree program request for the Bachelor of Commercial Aviation ("BCA") degree with a major in Commercial Aviation in the Department of Management and Marketing within the Norris-Vincent College of Business and authorize submission to the Texas Higher Education Coordinating Board seeking its approval for such a program and to the Southern Association of Colleges and Schools for its review. Implementation of this new program will begin in spring of 2021.

BACKGROUND INFORMATION

The proposal to establish a Bachelor of Commercial Aviation (BCA) is a result of a 2018 projected need of about 790,000 pilots over the next 20 years. This represents double the current workforce and the most significant demand in the outlook's nine-year history. Despite the current downturn in the global economy, the need for airline pilots will certainly grow. Though some analysis has mostly focused on increasing demand -- people are flying more and want more things delivered -- there are simply fewer pilots in the skies today than there were a few decades ago.

Not only are the airlines short of pilots, the military is experiencing the same issue. A recent report from 2019, published in the Federal News Network stated, "The Air Force is hurting for about 800 active duty pilots and 1,150 reserve pilots. The shortfall is most acute within the fighter community. An estimate from the RAND Corporation states the active duty pilot deficit will grow to 1,607 by 2023. To keep the Air Force Major Commands staffed with pilots, the service needs 12,842 active duty pilots; 3,843 Air National Guard pilots and 3,684 reserve pilots in a steady state. That analysis does not include the 4,490 combat system officers; 2,017 battle managers; 3,304 drone pilots or the 14,908 enlisted airmen that keep the ecosystem afloat."

The Air Force is not alone. A January 2020 article in the Marine Corps Times stated, "The Marine Corps is offering \$30,000 bonuses for qualified aviators who agree to return to the active reserve component for three years in order to fill "critical aviation shortfalls," according to a December Marine message. The Marine Corps continues to struggle with a pilot shortage, despite improved retention rates in the field. Officials with Marine Manpower and Reserve Affairs, in an email to Marine Corps Times, credited the pilot shortfalls to fewer pilots

trained during the [Marine Corps-wide drawdown](#) in 2015, along with the “protracted time-to-train in undergraduate aviation training.” In the same article, Navy officials indicated they will be short of pilots until at least 2023. Adding to the military issue is the impending retirement of up to 60,000 civilian aviation pilots over the next five years, due in part to a mandatory retirement age of 65 for holders of Airline Pilot Transport certificates. According to a report from the economic modeling company Emsi (<https://www.economicmodeling.com/2018/05/24/three-reasons-why-us-running-out-of-pilots/>) there will be a need for 87 pilots trained each day for the next 20 years.

In addition, the program will have an Aviation Management track to provide employees trained in the management of airports, logistics management and operation of Fixed Base Operations. While some of these metrics may have changed since March 1 of this year, many have not, including the increase of deliveries of goods by air, the military shortage of pilots and the advancing age of current airline pilots. As the global economic situation recovers, the need for pilots and aviation managers will return as well.

The proposed program is designed to result in graduates who possess a bachelor’s degree in Commercial Aviation (BCA) in either a flight operations or aviation administration. Students in the Flight Operations track will attain pilot certifications up to and including private pilot single engine, private pilot multi-engine, instrument pilot, commercial pilot, certified flight instructor, and instrument instructor. Students in the Aviation Administration track will receive coursework preparing them to become airport managers, fixed based operators or other jobs in aviation administration. Both tracks will consist of 120 semester credit hours of college coursework. The Flight Operations track will require 250 clock hours of flight instruction and flying time beyond the academic coursework.

Five-Year Enrollment Projections are shown in Table 1. Five-year costs are shown in Table 2. Five year funding is shown in Table 3. Departmental costs for the first five years total \$1,531,971. Program costs will be covered by anticipated formula funding, tuition and designated tuition totaling \$2,657,610. A significant portion of the revenue is from two donations for equipment totaling \$800,000. Equipment will consist of two flight simulators. All flight instruction will be conducted through a FAA approved, Part 141 certified flight school that will provide all equipment, instructors and maintenance.

Table 1. Five-Year Enrollment Projection

	Year 1	Year 2	Year 3	Year 4	Year 5
Total New Students	5	15	15	20	20
Attrition	1	2	2	2	2
Cumulative Headcount	4	19	34	52	65
FTSE	4	19	34	52	65
Graduates	0	0	0	5	34

Table 2. Five-Year Costs and Funding Sources

Cost Category	Cost Sub-Category	1st Year	2nd Year	3rd Year	4th Year	5th Year	TOTALS
Faculty Salaries	New	\$65,000	\$108,500	\$110,670	\$112,883	\$115,141	\$512,194
	Reallocated	\$0	\$0	\$0	\$0	\$0	\$0
Program Administration	New	\$8,309	\$8,309	\$8,309	\$8,309	\$8,309	\$41,545
	Reallocated						
Clerical/Staff	New	\$0	\$28,500	\$29,355	\$30,235	\$31,142	\$119,232
	Reallocated						
Supplies and Materials	New						
	Reallocated	\$2,000	\$2,000	\$3,000	\$3,000	\$4,000	\$14,000
Library & Instructional Technology Resources		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000
Equipment ¹					\$400,000	\$400,000	\$800,000
Facilities		\$0	\$0	\$0	\$20,000	\$20,000	\$40,000
TOTALS		\$76,309	\$148,309	\$152,334	\$575,427	\$579,592	\$1,531,971

1. Equipment in years 4 and 5 consists of two flight simulators funded through donations. Flight instruction will be contracted out to a local Part 141 flight school. No other flight equipment will be purchased by the institution.

Table 3. Anticipated Funding for the First Five Years of the Program.

Funding Category	1st Year	2nd Year	3rd Year	4th Year	5th Year	TOTALS
Formula Funding			\$63,240	\$96,720	\$120,900	\$280,860
Tuition and Fees	\$45,050	\$171,190	\$306,340	\$468,520	\$585,650	\$1,576,750
Other Funding				\$400,000	\$400,000	\$800,000
TOTALS	\$45,050	\$171,190	\$369,580	\$965,240	\$1,106,550	\$2,657,610

4. TTUHSC: Authorize expenditures for a new School of Health Professions Physician Assistant Building on the campus of Midland College (CMAR Pre-construction).

Presenter: Mr. Billy Breedlove

Presentation Time: 5 minutes

Board approval required by: Section 08.01.3, *Regents' Rules*

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents authorize the chancellor or the chancellor's designee to (i) approve expenditures of \$91,745 for a total of \$3,157,748 for a new School of Health Professions Physician Assistant Building on the campus of Midland College, with an anticipated total project budget of \$30,000,000; and (ii) award a Construction Manager At Risk ("CMAR") Agreement for pre-construction services. The new authorized expenditures, including the previously board authorized expenditures (\$3,066,003) will be funded through the Revenue Finance System ("RFS") repaid with a Legislative Appropriation from the 86th Texas Legislature Regular Session, a grant from the Midland Development Corporation, gift funds, and institutional funds.

The Board reasonably expects to incur debt obligations for the design, planning and construction of the project, and all or a portion of the debt proceeds are reasonably expected to be used to reimburse the System for project expenditures previously expended. The maximum principal amount of debt obligations to be issued for the Project is \$30,000,000.

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

BACKGROUND INFORMATION

This approval grants authority to award a Construction Manager At Risk ("CMAR") Agreement to allow the CMAR to provide pre-construction activities associated with the planning and design process, i.e., project evaluation; site analysis; constructability review; value engineering; scheduling; cost control; and development of a Guaranteed Maximum Price ("GMP").

The design analysis indicates an approximate 24,000 GSF addition to the existing Dorothy and Todd Aaron Medical Sciences Building ("AMSB") located on the campus of Midland College in Midland, TX, and includes renovation to approximately 9,600 SF of existing space. The addition includes new educational / classroom spaces, an ADA testing space, faculty / staff offices, and support spaces. It also includes a full Gross Anatomy Lab complete with

specialized mechanical exhaust systems and additional medical equipment. The renovation will accommodate the transition of instructional spaces to meet program needs and conversion of technologies used in current teaching practices. This project will incrementally increase the current cohort capacity of the educational program and allow for the possibility of future expansion. The project will also entail site work, utility infrastructure analysis, and a separate delivery drive for the anatomical specimens as required by the State Anatomical Board of Texas.

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

The mission of the Texas Tech University Health Sciences Center School of Health Professions Physician Assistant Program is to provide comprehensive medical education to physician assistant students. Through an environment of academic excellence and the promotion of life-long learning and professionalism, graduates will be prepared to practice patient-centered primary care, increasing access to healthcare for communities of West Texas and beyond.

In February 2020, the Board of Regents approved expenditures of \$2,473,066 and authorized Design Professional Stage II services. The expenditures were funded through the Revenue Finance System ("RFS") repaid with a Legislative Appropriation from the 86th Texas Legislature Regular Session.

In October 2019, the Board of Regents approved expenditures to execute a Design Professional Agreement for Stage I services only; and waived the board directed fees for landscape enhancements and public art. The Stage I budget of \$592,937 was funded through the Revenue Finance System ("RFS") repaid with repaid with a Legislative Appropriation from the 86th Texas Legislature Regular Session.

The anticipated total project budget is \$30,000,000. The 86th Texas Legislature appropriated \$20,000,000 of debt service for this facility. In February 2020, the Board of Regents approved a \$5,000,000 location incentives agreement with Midland Development Corporation to be used for this project. Gift funding and institutional funds are planned for the remaining \$5,000,000.

The vice president and chief financial officer has verified the source of funds. The vice chancellor and chief financial officer of the TTU System also acknowledges the source of the funds for this project.

5. TTUS: Report on Facilities Planning and Construction project.

Presenter: Mr. Billy Breedlove
Report requested by: Board of Regents

Presentation Time: 5 minutes

Mr. Billy Breedlove, Vice Chancellor for Facilities Planning and Construction, TTUS, will present a report on Facilities Planning and Construction managed projects.

6. **ASU, TTU, TTUHSC, TTUHSC El Paso, TTUSA and TTUS:
Approve Consent Agenda; acknowledge review of
Information Agenda.**

RECOMMENDATION

The chancellor recommends that the Board of Regents (i) approves the Consent Agenda for the meeting of May 14, 2020; and (ii) acknowledge its review of the Information Agenda for the same meeting.

BACKGROUND INFORMATION

Pursuant to Section 01.02.6.b(2), *Regents' Rules*, the Board of Regents approves certain administrative actions.

This action is required to authorize the various officers and officials of Texas Tech to perform the tasks and duties delineated in the policies of the Board of Regents. This action also confirms the authority to prepare reports, execute contracts, documents, or instruments approved within the Consent Agenda and further confirms that such authority has been delegated to the officer or official preparing and/or executing the said item.

**CONSENT/
INFORMATION
AGENDA**

BOARD OF REGENTS
TEXAS TECH UNIVERSITY SYSTEM

CONSENT AGENDA
and
INFORMATION AGENDA

May 14, 2020

BOARD OF REGENTS

Mr. Christopher M. Huckabee, Chairman

Mr. J. Michael Lewis, Vice Chairman

Mr. Mark Griffin

Mr. Ron Hammonds

Mrs. Ginger Kerrick

Mr. Mickey L. Long

Mr. John D. Steinmetz

Mr. John B. Walker

Mr. Dusty Womble

Mr. Sean Lewis, Student-Regent

Standing Committees:

Academic, Clinical and Student Affairs:
Ginger Kerrick; Sean Lewis; John Steinmetz (Chair); John Walker

Audit:
Ron Hammonds (Chair); Ginger Kerrick; Dusty Womble

Facilities:
Mark Griffin; Ron Hammonds; Mickey Long (Chair)

Finance and Administration:
Mickey Long; John Walker (Chair); Dusty Womble

**TEXAS TECH UNIVERSITY SYSTEM
BOARD OF REGENTS**

May 14, 2020

TABLE OF CONTENTS

CONSENT AGENDA

	<u>Page</u>
a. ASU: Approve the addition of the Doctor of Psychology (Psy.D.) in Counseling (ACS)	1
b. TTU: Approve faculty development leave of absence (ACS)	3
c. TTUHSC: Approve revisions to the Student Handbook and Code of Professional Conduct, effective September 1, 2020 (ACS)	5
d. TTUHSC El Paso: Approve revisions to the 2020-2021 Code of Professional Conduct of the Student Handbook effective September 1, 2020 (ACS)	8
e. TTU: Approve permanent Right of Access and use of TTU property for Pantex ACS., LLC (F)	9
f. TTU: Authorize abandonment of City of Lubbock alley easement on Texas Tech University property (Grantham property) (F)	10
g. TTUHSC El Paso: Approve naming of teaching surgical suites within the Texas Tech Oral Dental Health Clinic (High Desert Oral & Facial Surgery Teaching Suites) (F)	11
h. ASU, TTU, TTUHSC, TTUHSC El Paso and TTUSA: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 report (F)	12
1. ASU: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 report (Consideration for Consent Agenda)	12
2. TTU: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 (Consideration for Consent Agenda)	14

3.	TTUHSC: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 report (Consideration for Consent Agenda).....	17
4.	TTUHSC El Paso: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 report (Consideration for Consent Agenda)	19
5.	TTUSA: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 report (Consideration for Consent Agenda).....	21
i.	TTU: Approve commissioning of police officers (FA)	23
j.	TTU: Authorize president to execute a contract with Under Armour, Inc. to provide apparel and supplies to the NCAA intercollegiate athletics teams (FA).....	24
k.	TTU: Approve contract extension with Barnes & Noble College Booksellers, LLC. for campus bookstore services (FA).....	25
l.	TTU: Approve naming rights for United Supermarkets Arena (FA).....	26
m.	TTUHSC: Approve modification of endowment (FA)	27
n.	TTUHSC El Paso: Approve establishment of quasi-endowment (FA)	28
o.	TTUHSC El Paso: Approve establishment of quasi-endowment (FA)	29
p.	ASU, TTU and TTUSA, TTUHSC, and TTUHSC El Paso: Approve FY 2021 holiday schedule (FA)	30
1.	ASU: Approve FY 2021 holiday schedule	30
2.	TTU and TTUSA: Approve FY 2021 holiday schedule	32
3.	TTUHSC: Approve FY 2021 holiday schedule	34
4.	TTUHSC El Paso: Approve FY 2021 holiday schedule.....	36

INFORMATION AGENDA

(Titles only; full agenda is on page 38)
Information is provided as required by
Section 01.02.7.d(4)(c), *Regents' Rules*

NOTE: The following are reports or other documents which, according to the *Regents' Rules* or state law, must be made available to the Board of Regents. As such, the reports below are on file in the Board Office, and their listing on the Information Agenda constitutes notice that they are available to Board members upon request.

- (1) **ASU, TTU, TTUHSC and TTUHSC El Paso: Summary of Revenues and Expenditures by Budget Category, FY 2020 (as of February 29, 2020), per Section 01.02.8.d(3)(g), *Regents' Rules*** – All actual expenditures will be reviewed by the Finance and Administration Committee annually and provided as information. Financial reports for the most recently completed quarter for each of the component institutions are available at: <http://texastech.edu/offices/cfo/board-financial-reports.php>
- (2) **TTUHSC: Contracts for ongoing and continuing health-related service relationships per Section 07.12.4.c, *Regents' Rules*** – “Notwithstanding Section 07.12.3.a or Section 07.12.3.b, *Regents' Rules*, the board delegates to the presidents of health-related institutions the authority to approve the proposals and execute and sign contracts for health related services, as specified herein. This delegation is limited to contracts with entities for which the institution has an ongoing and continuing contractual relationship, to include: revenue contracts from which the institution receives payment for health related services; participation in health provider networks; resident or faculty support; and expense contracts with healthcare providers or suppliers necessary to fulfill the obligation to provide health related services as part of a revenue contract. Before such a contract may be executed, the president shall obtain the prior review of the TTUS Office of General Counsel and the TTUS vice chancellor and chief financial officer, or their designees. A list of health related services contracts that have been executed under this delegation of authority since the previous regular board meeting shall be provided to the board as an information item at the next regular board meeting.”
- (3) **TTU and TTUHSC El Paso: Consulting contracts with an initial consideration of \$25,000 or less per Section 07.12.4.e.(2), *Regents' Rules*** – “(a) Board approval is not required, but the vice chancellor and chief financial officer, in consultation with the chancellor, presidents, and chief financial officers of the institutions, shall review consulting contracts of \$25,000 or less prior to execution of the contract by the chancellor or president, as appropriate. (b) A report of the contract shall be provided as an Information Agenda item at the next board meeting.”
- (4) **TTU and TTUHSC: Contracts for Sponsored Program Projects per Section 07.12.4.b., *Regents' Rules*** – The board delegates to the presidents the authority to approve the proposals and execute and sign contracts

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

- (5) **TTU: Contracts that involve a stated or implied consideration that total in excess of \$1,000,000 over the entire term of the contract but the per annum amount is less than \$1,000,000 per section 07.12.4 of the *Regents' Rules* – Notwithstanding Section 07.12.3.a, *Regents' Rules*, the chancellor or president, as appropriate, is delegated the authority to approve: (i) contracts that involve a stated or implied consideration that total in excess of \$1,000,000 over the entire term of the contract but the per annum amount is less than \$1,000,000; and (ii) any amendment, extension, or renewal of a contract originally approved by the chancellor or president, as appropriate, so long as the amendment, extension, or renewal does not cause the per annum amount of the contract to exceed \$1,000,000. This requirement is applicable to both cash and non-cash considerations. Information about such contracts or contract amendments, extensions, or renewals that are approved by the chancellor or a president under this delegation of authority shall be provided to the board as an information item at the next regular board meeting.**
- (6) **TTUS: Emergency or exigent circumstances delegation of authority to the Board chairman and chancellor by Sections 01.02.1.b-c.(1), *Regents' Rules* – “When an emergency or exigent circumstances exist that cannot be adequately addressed through Section 07.04.4.a(2) relating to budget adjustments, Section 07.12.3.g relating to contracts, or Section 08.01.7 relating to major construction projects, the chair – or if the chair is not available within the time required for action, the vice chair – may approve a proposal submitted by the chancellor, or the chancellor’s designee, for an action that otherwise would require the approval of the board as a whole, with subsequent notification to the board as soon as practicable....The chair – or if the chair is not available within the time required for action, the vice chair – may authorize the chancellor to exercise such additional authority as is necessary to ensure the health and safety of the students, faculty, and staff of the Texas Tech University System and/or the continued operations of the System’s components during a state of emergency or exigent circumstances (including, but not limited to, a “disaster” as defined in Section 418.004(1), Texas Government Code).”**

a. **ASU: Approve the addition of the Doctor of Psychology (Psy.D.) in Counseling.**

Board approval required by: Section 04.09.1, *Regents' Rules*

The request is to approve a new degree program request for the Doctor of Psychology ("Psy.D.") degree with a major in Counseling in the Department of Psychology and Sociology within the Archer College of Health and Human Services and authorize submission to the Texas Higher Education Coordinating Board seeking its approval for such a program and to the Southern Association of Colleges and Schools for its review. Implementation of this new program will begin in fall 2021. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

The proposal to establish a Doctor of Psychology ("Psy.D.") degree in Counseling is a result of the overwhelming need to prepare competent and ethical professional psychologists within a practitioner-scientist model. The Psy.D. program in counseling psychology will provide the educational requirements for licensure as a licensed psychologist in Texas. According to the Bureau of Labor Statistics, the "employment of psychologists is projected to grow 14 percent from 2018 to 2028, much faster than the average for all occupations. Job prospects should be best for those who have a doctoral degree in an applied specialty" such as counseling psychology. Similarly, according to O*NET OnLine (sponsored by the U.S. Department of Labor, 2019), counseling psychologists currently have a bright outlook for occupation. O*NET OnLine indicates that the projected growth of counseling psychologists is "much faster than average (11% or higher)" with 14,600 projected job openings between 2018-2028

Counseling and Clinical Psychology doctoral programs are highly competitive. There are many more applicants than opportunities for training. There are currently seven Psy.D. (2) and Ph.D. (5) psychology counseling programs in Texas. In 2018-19, there were over 800 applicants for 45 positions in those seven programs. The need for doctorally prepared clinicians is obviously not being met.

Five-Year Enrollment Projections are shown in Table 1. Five-year costs and funding are shown in Table 2. Departmental costs for the first five years total \$2,329,395. Those costs include one additional faculty member and all support costs shown in the table. Program costs will be covered by anticipated formula funding, tuition and fees, and reallocated departmental resources. Five year funding for the program is projected at \$3,056,758.

Table 1. Enrollment Projections

	Year 1	Year 2	Year 3	Year 4	Year 5
White	4	4	4	3	4
African American			1		
Hispanic	1	1	2	2	3
International				1	
Other					
Total New Students	5	5	6	7	7
Attrition	0	0	1	0	1
Cumulative Headcount	3	10	15	22	28
FTSE	3	9	15	22	28
Graduates	0	0	0	3	5

Table 2. Projected Five-Year Program Costs

Cost Category	Cost Sub-Category	1st Year	2nd Year	3rd Year	4th Year	5th Year	TOTALS
Faculty Salaries ¹	New	\$52,335	\$53,382	\$54,450	\$55,539	\$56,650	\$272,356
	Reallocated	\$315,048	\$321,349	\$327,776	\$334,331	\$341,018	\$1,639,522
Program Administration	New						
	Reallocated						
Graduate Assistants	New	\$26,075	\$26,075	\$26,075	\$26,075	\$26,075	\$130,375
	Reallocated	\$41,055	\$41,055	\$41,055	\$41,055	\$41,055	\$205,275
Clerical/Staff	New	\$30,568	\$30,568	\$30,568	\$30,568	\$30,568	\$152,840
	Reallocated						
Student Support (Scholarships)							
Supplies and Materials		\$1,990	\$500	\$500	\$500	\$500	\$3,990
Library & Instructional Technology Resources ²							
TOTALS		\$467,071	\$465,581	\$465,581	\$465,581	\$465,581	\$2,329,395

Table 3. Projected Five Year Program Funding

Funding Category	1st Year	2nd Year	3rd Year	4th Year	5th Year	TOTALS
Formula Funding			\$190,093	\$278,804	\$354,841	\$823,738
Reallocation of Existing Resources	\$356,103	\$362,404	\$368,831	\$375,386	\$382,073	\$1,844,797
V. Tuition and Fees	\$24,264	\$48,528	\$72,792	\$106,761	\$135,878	\$388,223
TOTALS	\$380,367	\$410,932	\$631,716	\$760,951	\$872,792	\$3,056,758

b. TTU: Approve faculty development leave of absence.

Board approval required by Section 4.05.1, *Regents' Rules*

The request is to approve the leaves of absence as listed below. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

Faculty development leave with full salary for Carole Edwards, Ph.D., associate professor in Classical and Modern Languages and Literatures, for the period of January 1, 2021 through June 31, 2021. Dr. Edwards is recipient of a Fulbright Scholarship Award to teach and do research at the University of Ibn Zohr in Agadir, Morocco where she will teach courses in English language and literature and intercultural studies to both undergraduate and graduate students. She will partner with colleagues there to develop inter-institutional ties between Texas Tech and the University of Ibn Zohr.

Faculty development leave with half salary for Matthew Johnson, Ph.D., assistant professor of History, for the period of September 1, 2020 to June 1, 2021. Dr. Johnson has been awarded a Mellon/American Council of Learned Societies Scholars and Society Fellowship to devote full time to working on a new book project tentatively titled, *Incarceration U: The Rise, Consequences, and Future of University Police Forces in Philadelphia*. The project studies the impacts of policing by Temple University and University of Pennsylvania police departments in their neighboring, predominantly African American neighborhoods. The book is anticipated to have a benefit to these neighborhoods and similar ones around the country by creating community-initiated policy reforms to shape the future of university policing.

Faculty development leave with full salary for Brent Lindquist, Ph.D., professor and dean of the College of Arts and Sciences, for the period of September 1, 2020 to January 10, 2021. After six years of serving in his role as dean, Dr. Lindquist has announced that he is returning full-time to the faculty in the Department of Mathematics and Statistics and the Department of Geosciences effective September 1, 2020. The semester of leave will enable him time to re-initiate his research program with a project on commercial real estate analytics which is funded by Jantz Analytics and involves other faculty members and graduate students at Texas Tech.

Faculty development leave with full salary for Anna Christina Ribeiro, Ph.D., associate professor of Philosophy, for the period of September 1, 2020 through December 23, 2020. Dr. Ribeiro has been extended an invitation to hold a residential fellowship with the prestigious Max Planck Institute for Empirical Aesthetics in Frankfurt, Germany where she will participate in research activities and give lectures in the Department of

Language and Literature, and continue writing her new monograph, "Beautiful Speech: The Nature, Origins, and Powers of Poetry," which is under book contract with Oxford University Press.

Faculty development leave with full salary for Noel Zahler, Ph.D., professor of Music and dean of the J. T. and Margaret Talkington College of Visual and Performing Arts, for the period of September 1, 2020 to December 31, 2020. Dr. Zahler has announced that he is returning full-time to the faculty of the School of Music effective September 1, 2020. The semester of leave will provide him time to restart his program of creative scholarship by working on a commissioned concerto for piano and orchestra to be performed and recorded by the Scottish National Orchestra. After serving as dean for four years, the project will return Dr. Zahler to composing with time to study new and advanced methods that will inform his teaching as a senior composer in the School of Music.

c. TTUHSC: Approve revisions to the Student Handbook and Code of Professional Conduct, effective September 1, 2020.

Board approval required by: Section 05.01.2, *Regents' Rules*

The request is to approve revisions to the Student Handbook and Code of Professional Conduct for Texas Tech University Health Sciences Center, effective September 1, 2020. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

[Note: The TTUHSC Student Handbook and Code of Professional Conduct 2020-2021 with proposed revisions is included as a supplemental attachment to the agenda book.]

EXECUTIVE SUMMARY

The Student Handbook and Code of Professional Conduct is intended to inform the Texas Tech University Health Sciences Center community of the expectations, regulations, and/or standards by which members abide and procedures which guide campus activities. The Student Handbook is available electronically at <https://www.ttuhscc.edu/student-affairs/handbook.aspx>.

Revisions were coordinated by the Assistant Provost for Student Affairs in cooperation with the Executive Student Affairs Workgroup, Title IX Coordinator, General Counsel, and other TTUHSC stakeholders. Proposed revisions contain editorial and formatting revisions, including changes/updates to more accurately reflect current practices and recent establishment of the Office of the Provost and subsequent reorganization and departmental name/staff title changes, and updates to be consistent with HB 449 (86th R.S.).

Proposed changes:

Gender inclusive language – Language was updated throughout the entirety of the Student Handbook to be gender inclusive. All instances of “he”, “she” or “he/she” were changed to “they”. All instances of “his”, “her”, or “his/her” were changed to “their.”

Departmental name and staff title changes – (throughout the entirety of the Student Handbook)

- Updated all instances of “Student Services, Registrar, and Financial Aid (SSRFA)” to “HSC Student Affairs (HSC SA).”
- Updated all instances of “Office of Student Services” to the “Office of Student Life.”
- Updated all instances of “Vice President of Student Services” or “Assistant President of Student Services” to “Assistant Provost for Student Affairs” or “Assistant Provost.”

Part 1, Section A – Updated TTUHSC’s five strategic goals.

Part 1, Section C – Added Provost to list of campus officials.

Part 1, Section F – Removed TTUHSC El Paso documents, as they are a separate institution.

Part 1, Section F, Item 21.c – Updated title for School of Nursing from Associate Academic Dean for Student Affairs and Education Support Services to Associate Academic Dean for Admissions, Student Affairs, and Enrollment Management.

Part 1, Section F, Item 31 – Moved “State Law” from item 31 to item 19 to place in alphabetical order.

Part 2, Section D, Item 5.d – Updated language on sexual misconduct to broad definition of Sexual Misconduct, per System Regulation 07.06.

Part 2, Section D, Item 12 – Removed as TTUHSC does not have/control Housing and Hospitality Services.

Part 2, Section D, Item 13 – Removed as TTUHSC does not have/control Student Recreation and Aquatic Centers.

Part 2, Section G – Added language clarify purpose and use of sanctions.

Part 2, Section G, Item 1.h – Added language to alert students that non-academic dismissal would be notated on transcripts, along with a designation of “Eligible to Re-Enroll” or “Ineligible to Re-Enroll,” per House Bill 449.

Part 2, Section G, Item 1 – Added a sanction category of expulsion to designate the most severe and/or persistent cases of misconduct per House Bill 449.

Part 2, Section G, Item 3 – Added statement per House Bill 449 regarding the withholding of transcripts due to disciplinary processes.

Part 4, Section B – Updated contact for complaint of discrimination or harassment by a student or a student organization to Assistant Provost for Student Affairs. Updated contact information for Title IX Coordinator.

Part 4, Section C –

- Added language to highlight legal obligations of Title IX, the Violence Against Women Act (VAWA), the Campus Sexual Violence Elimination Act (SaVE), Texas Education Code, and other applicable law.
- Updated contact information for Title IX Coordinator and Title IX Deputy Coordinator.
- Changed all instances of “dating violence” to “interpersonal violence.”
- Changed all instances of “Reporting Party” to “Complaining Party.”

Part 4, Section C, Item 3 – Updated language related to the nature of investigations and procedures.

Part 4, Section C, 3.f – Updated appeal review from Executive Vice President of Academic Affairs to Provost. Updated notification responsibility from Hearing Officers to Title IX Coordinator.

Part 5, Section B – Added webpage for electronic update of addresses.

Part 5, Section F, Item 2 - 4 – Changed official from Executive Vice President for Academic Affairs to Assistant Provost.

Part 9, Section B-E – Deleted sections B – E and reference made to relevant TTUHSC Operating Policies for reference.

Part 10, Section A, Item 8 – Updated language to more accurately reflect Texas Administrative Code surrounding medical and religious exemptions for required immunizations.

Part 10, Section A, Item 13 – Removed repetitive link to OP 77.14.

Part 10, Section A, Item 21 – Updated language to more accurately reflect the Interprofessional Practice and Education requirements.

Part 10, Section A, Item 21 – Updated number of free counseling sessions from five to six per year.

Part 10, Section A, Item 21 – Updated contact for Sexual Harassment to Title IX Coordinator.

Part 10, Section A, Item 31 – Updated refund schedule for accuracy.

Part 10, Section A, Item 31 – Updated Title IV funding types for accuracy.

Part 11, Section F, Item 4 – Updated from Office of Student Services to TTUHSC Student Affairs for institutional-level student complaint procedures.

Part 11, Section G – Updated from Office of Student Services to TTUHSC Student Affairs and Assistant Vice President for Student Services to Assistant Provost for Student Affairs throughout for institutional-level student complaint procedures.

Part 11, Section G, Item 4 – Updated from Executive Vice President for Academic Affairs to Provost throughout for appeals of Hearing Committee decisions.

Part 12 – Updated phone number for School of Nursing.

d. **TTUHSC El Paso: Approve revisions to the 2020-2021 Code of Professional Conduct of the Student Handbook effective September 1, 2020.**

Board approval required by: Section 05.01.2, *Regents' Rules*

The request is to approve revisions to the Institutional Student Handbook: *Code of Professional and Academic Conduct* of the Student Handbook 2020-2021 for Texas Tech University Health Sciences Center El Paso as amended and noted in the (supplemental) attachment to be effective September 1, 2020. This request was approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

Pursuant to Section 05.01.01, *Regents' Rules*, requires each component institution to publish and maintain as a part of its operating manuals or student handbooks such policies and procedures as are necessary to guide the activities of their students.

The Code of Professional Conduct in the Student Handbook has been updated to reflect organizational changes after separate SACSCOC accreditation, the development of an institutional level student affairs organization, addition of the Woody L. Hunt School of Dental Medicine ("WLHSDM") and recommendations from general counsel.

e. **TTU: Approve Construction and Permanent Right of Access and Use Agreements of TTU property for Pantex ACS., LLC.**

Board approval required by: Section 07.12.3.d(1)a, *Regents' Rules*.

The request is to authorize the president to execute a (i) Construction Right of Access and Use Agreement of approximately 50.0 acres of Texas Tech University ("TTU") land with Pantex ACS., LLC ("Pantex"); and (ii) a Permanent Right of Access and Use Agreement of 16.56 acres of TTU land with Pantex. The agreements will grant the use of TTU real property for the access, construction, and use of berms and drainage easements over and on certain portions of TTU property adjacent to the Pantex property in Carson County, Texas. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgement by the Board of Regents.

BACKGROUND INFORMATION

Texas Tech University ("TTU") plans to grant Pantex ACS., LLC ("Pantex") both a Construction Right of Access and Use Agreement and a Permanent Right of Access and Use Agreement ("Easements") that will allow access, construction, and use of drainage easements on the TTU property in Carson County, Texas. Pantex, on behalf of the Department of Energy, will perform improvements on the property to prevent flooding issues. Improvements include, but are not limited to, construction, installation, operation, maintenance, use, repair, and/or replacement of ditches, retention ponds, berms, and drainage on the property.

The term of the Easement is perpetual, except that a construction easement for the initial installation of the drainage facilities shall terminate on the earlier of: (a) the date the construction work, is completed; or (b) the date which is two (2) years from the date of the effective date of the easement. TTU will have authority to review and approve all plans prior to construction.

Regents' Rules, Section 07.12.3.d.(1) a.(ii) require board approval of a lease of land and/or improvements thereon for more than four years, where a TTU system entity is either the lessor or the lessee.

f. **TTU: Authorize abandonment of City of Lubbock alley easement on Texas Tech University property (Grantham property).**

Board approval required by: Section 07.12.3.d, *Regents' Rules*

The request is to authorize the president to (i) finalize the request to the City of Lubbock to abandon and close an alley easement located on TTU's Grantham property; (ii) the 20-foot wide alley totals 0.3114 acres (13,564.584 SF); (iii) TTU will dedicate back to the City a 0.061 acre utility easement, at no cost; and (iv) provide the monetary value of the closed section of the alley (0.2504 acres) assessed by the City at a cost of \$6,782.29. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgement by the Board of Regents.

BACKGROUND INFORMATION

Texas Tech University ("TTU") has requested from the City of Lubbock ("City") to consider an ordinance abandoning and closing of a 20-foot wide alley (0.3114 acres) located on the Grantham property, adjacent to Lot 1, Edwards & Reed Addition to the City of Lubbock, Lubbock County, Texas, at 705 North Knoxville Avenue. The request also allows for a portion of the alley (0.061 acres) to be dedicated to the City for a utility easement. Closure of the alley will transfer ownership back to TTU and allow for the future construction of surface parking improvements at the Grantham property.

The total area being closed is 0.3114 acres (13,564.584 SF). The City's Right-of-Way Department has valued the closure at \$1.00 per square foot based on adjacent property land values, for a value of \$13,564.58 due to the City. A utility easement will be dedicated back to the City at no cost, therefore there will be a 50% discount for a total due to the City of Lubbock of \$6,782.29. All City departments and franchise utility companies are in agreement with the closure.

Regents' Rules, Section 07.12.3.d require board approval of contracts involving a sale or purchase of land by a TTU System entity.

g. TTUHSC El Paso: Approve naming of teaching surgical suites within the Texas Tech Oral Dental Health Clinic (High Desert Oral & Facial Surgery Teaching Suites).

Board approval required by: Section 08.05.1, *Regents' Rules*

The request is to approve naming two (2) teaching surgical suites within the Texas Tech Dental Oral Health Clinic the "High Desert Oral & Facial Surgery Teaching Suites". The donor concurs with the naming of these spaces. Signage for the spaces will specify the approved name. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgement by the Board of Regents.

BACKGROUND INFORMATION

High Desert Oral & Facial Surgery made a generous contribution of \$70,000 to support the Texas Tech Dental Oral Health Clinic within the Woody L. Hunt School of Dental Medicine. To honor and recognize the contribution, two (2) teaching surgical suites (Rooms 1114 and 1115) in the Texas Tech Dental Oral Health Clinic will be named "High Desert Oral & Facial Surgery Teaching Suites". Signage will specify the approved name.

High Desert Oral & Facial Surgery consists of six (6) board certified oral and maxillofacial surgeons practicing a full scope of oral and maxillofacial surgery in the El Paso and southern New Mexico region. In addition to providing comprehensive care, they also actively work toward developing new expertise in clinical care and surgical techniques, as well as devote time to clinical research that has been published in national and international journals.

The gift meets the minimum fifty percent (50%) threshold requirement for naming a subunit within a facility, as verified by the vice chancellor of facilities planning and construction.

Regents' Rules, Section 08.05.1 require board approval of the naming of all buildings, subunits, and other facilities within the TTU System.

h. **ASU, TTU, TTUHSC, TTUHSC El Paso and TTUSA: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 report.**

1. **ASU: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 report.**

Board approval required by: *Texas Education Code*, §61.0582

The request is to approve the updated Angelo State University Five-Year Capital Projects Plan and authorize the submission of Angelo State University's Capital Expenditure Plan ("MP1") Summary Report to the Texas Higher Education Coordinating Board ("THECB"). This request has been approved administratively by the president and chancellor and is recommended for approval by the Board of Regents.

[NOTE: The ASU Five-Year Capital Projects Plan is attached on the following page.]

BACKGROUND INFORMATION

Institutions of higher education must submit to the Texas Higher Education Coordinating Board ("THECB") annual updates to the Capital Expenditure Plan/MP1 report. This report, which is based on the Institution's Five-Year Capital Projects Plan, lists all capital construction and major repair and renovation projects, real property acquisition, and major information technology projects that it may accomplish in the next five-years. The report is due to the THECB on July 6, 2020.

The System staff will adjust the MP1 report to meet any last-minute changes to the administrative requirements of the report that may occur. Any significant changes or modifications required will be coordinated with the Board of Regents before the submission to THECB.

2. TTU: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 report.

Board approval required by: *Texas Education Code*, §61.0582

The request is to approve the updated Texas Tech University Five-Year Capital Projects Plan and authorize the submission of Texas Tech University's Capital Expenditure Plan ("MP1") Summary Report to the Texas Higher Education Coordinating Board ("THECB"). This request has been approved administratively by the president and chancellor and is recommended for approval by the Board of Regents.

[NOTE: The TTU Five-Year Capital Projects Plan is attached on the following pages.]

BACKGROUND INFORMATION

Institutions of higher education must submit to the Texas Higher Education Coordinating Board ("THECB") annual updates to the Capital Expenditure Plan/MP1 report. This report, which is based on the Institution's Five-Year Capital Projects Plan, lists all capital construction and major repair and renovation projects, real property acquisition, and major information technology projects that it may accomplish in the next five-years. The report is due to the THECB on July 6, 2020.

The System staff will adjust the MP1 report to meet any last-minute changes to the administrative requirements of the report that may occur. Any significant changes or modifications required will be coordinated with the Board of Regents before the submission to THECB.

FIVE-YEAR CAPITAL PROJECTS PLAN (FY2021-2025)

Texas Tech University

May 14, 2020

Priority	Bldg. No.	Project Description	GENERAL PROJECT INFORMATION						Project Budget	FINANCIAL INFORMATION																	
			Project Type			Square Footage				Funding Source (Millions)																	
			New Construction	Additions	Major Repair & Renovation	Land Acquisitions	Infrastructure	Leased Space	Gross	Educational & General NASF	Acres	CIP Code	Total Project Cost	HF - Cash	HF - Bond	Other Revenue Bonds	Auxiliary Enterprise Funds	Other, Institutional Funds	Gifts, Donations	Federal Grants	Unexpended Plant Funds	Legislative Appropriations	Private Development	Tuition Revenue Bonds	Other	Unfunded	
1	206	Academic Science Building and Engineering Complex	X						298,723	184,793	0	000000	\$ 131,200,000			\$131.20											\$ -
2	Multi	Campus Maintenance/ADA/Life Safety		X							0	000000	\$ 80,000,000														\$ 80.00
3	NEW	Music Multi-purpose Performance Facility	X						125,000	75,000	0	500901	\$ 35,000,000														\$ 35.00
4	0272	Architecture Renovation		X					154,408	92,705	0	500702	\$ 15,000,000														\$ 15.00
5	0205	Library Addition and Life Safety Upgrades		X					430,046	290,462	0	827100	\$ 30,000,000														\$ 30.00
6	405	TTU Plaza Skyviews Renovation		X					7,870	4,752	0	520905	\$ 1,285,000	\$ 0.57					\$ 0.11	\$ 0.59						\$ -	
7	INF	C-10 Parking Expansion				X						000000	\$ 1,400,000								\$ 0.33					\$ 1.08	
8	0027	Doak Hall Renovation for ADA and Life Safety Upgrade		X					81,788	26,170	0	819900	\$ 22,400,000													\$ 22.40	
9	0028	Drame Hall Phase 1 Life Safety Renovations		X					74,228	39,217	0	819900	\$ 1,950,000	\$ 1.95												\$ -	
10	0003	Mechanical Engineering South Lab 110-112 Renovations		X					4,387	3,100	0	141901	\$ 1,995,000	\$ 2.00												\$ -	

3. TTUHSC: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 report.

Board approval required by: *Texas Education Code*, §61.0582

The request is to approve the updated Texas Tech University Health Sciences Center Five-Year Capital Projects Plan and authorize the submission of Texas Tech University Health Sciences Center's Capital Expenditure Plan ("MP1") Summary Report to the Texas Higher Education Coordinating Board ("THECB"). This request has been approved administratively by the president and chancellor and is recommended for approval by the Board of Regents.

[NOTE: The TTUHSC Five-Year Capital Projects Plan is attached on the following pages.]

BACKGROUND INFORMATION

Institutions of higher education must submit to the Texas Higher Education Coordinating Board ("THECB") annual updates to the Capital Expenditure Plan/MP1 report. This report, which is based on the Institution's Five-Year Capital Projects Plan, lists all capital construction and major repair and renovation projects, real property acquisition, and major information technology projects that it may accomplish in the next five-years. The report is due to the THECB on July 6, 2020.

The System staff will adjust the MP1 report to meet any last-minute changes to the administrative requirements of the report that may occur. Any significant changes or modifications required will be coordinated with the Board of Regents before the submission to THECB.

FIVE-YEAR CAPITAL PROJECTS PLAN (FY2021-2025)
Texas Tech University Health Sciences Center

May 14, 2020

Priority	Bldg. No.	Project Description	GENERAL PROJECT INFORMATION						FINANCIAL INFORMATION																		
			Project Type			Square Footage			Project Budget		Funding Source (Millions)																
			New Construction	Additions	Major Repair & Renovation	Land Acquisitions	Infrastructure	Leased Space	Gross	Educational & General	NASF	Acrs	CIP Code	Total Project Cost	HEAF - Cash	HEAF - Bond	Other Revenue Bonds	Auxiliary Enterprise Funds	Other Institutional Funds	Gifts, Donations	Federal Grants	Unexpended Plant Funds	Legislative Appropriations	Private Development	Tuition Revenue Bonds	Other	Unfunded
1	6501	SW SOP Dallas Renovation		X					20,000	16,400	0	0	512001	\$ 15,500,000													\$ 15.50
2	NEW	Midland Physicians Assistant (PA) Building		X					43,509	35,677	4		510912	\$ 30,000,000													\$ 30.00
3	1000	Facility Research Lab Modernizations - Lubbock		X					170,080	139,466	0		511201	\$ 100,000,000													\$ 100.00
4	New	Amarillo Academic Building (Admin + Facilities)	X						40,000	26,000	0		816000	\$ 21,700,000													\$ 21.70
4	New	Amarillo Clinic Building (includes a 2nd floor - Growth)	X						39,000	23,400	0		511201	\$ 27,300,000													\$ 27.30
5	IN	Various Facility Modernization and Renewal Renovations					X		0	0	0		839900	\$ 12,500,000													\$ 12.50
6	6502	Southwest Professional Building Renovation (Dallas)			X				21,555	17,675	0		512001	\$ 7,000,000													\$ 7.00
7	1001	Preston Smith Library/Student Union Renovation		X					59,606	48,877	0		510000	\$ 12,100,000													\$ 12.10
8	IN	Real Property Purchase - All Campuses				X			0	0	5		000000	\$ 16,000,000													\$ 16.00
		New or Modified Project Initiative											TOTALS	\$ 242,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242.10

4. TTUHSC El Paso: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 report.

Board approval required by: *Texas Education Code*, §61.0582

The request is to approve the updated Texas Tech University Health Sciences Center El Paso Five-Year Capital Projects Plan and authorize the submission of Texas Tech University Health Sciences Center El Paso's Capital Expenditure Plan ("MP1") Summary Report to the Texas Higher Education Coordinating Board ("THECB"). This request has been approved administratively by the president and chancellor and is recommended for approval by the Board of Regents.

[NOTE: The TTUHSC El Paso Five-Year Capital Projects Plan is attached on the following page.]

BACKGROUND INFORMATION

Institutions of higher education must submit to the Texas Higher Education Coordinating Board ("THECB") annual updates to the Capital Expenditure Plan/MP1 report. This report, which is based on the Institution's Five-Year Capital Projects Plan, lists all capital construction and major repair and renovation projects, real property acquisition, and major information technology projects that it may accomplish in the next five-years. The report is due to the THECB on July 6, 2020.

The System staff will adjust the MP1 report to meet any last-minute changes to the administrative requirements of the report that may occur. Any significant changes or modifications required will be coordinated with the Board of Regents before the submission to THECB.

5. TTUSA: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 report.

Board approval required by: *Texas Education Code*, §61.0582

The request is to approve the updated Texas Tech University System Five-Year Capital Projects Plan and authorize the submission of Texas Tech University System's Capital Expenditure Plan ("MP1") Summary Report to the Texas Higher Education Coordinating Board ("THECB"). This request has been approved administratively by the president and chancellor and is recommended for approval by the Board of Regents.

[NOTE: The TTUS Five-Year Capital Projects Plan is attached on the following page.]

BACKGROUND INFORMATION

Institutions of higher education must submit to the Texas Higher Education Coordinating Board ("THECB") annual updates to the Capital Expenditure Plan/MP1 report. This report, which is based on the Institution's Five-Year Capital Projects Plan, lists all capital construction and major repair and renovation projects, real property acquisition, and major information technology projects that it may accomplish in the next five-years. The report is due to the THECB on July 6, 2020.

The System staff will adjust the MP1 report to meet any last-minute changes to the administrative requirements of the report that may occur. Any significant changes or modifications required will be coordinated with the Board of Regents before the submission to THECB.

i. **TTU: Approve commissioning of police officers.**

Board approval required by: Section 51.203, *Texas Education Code*

The request is to commission the individual as below as a police officer, effective on the date indicated. This request has been approved administratively by the chancellor and the president and is recommended for approval by the Board of Regents.

John Hernandez, effective March 2, 2020

BACKGROUND INFORMATION

The Board of Regents routinely takes action to commission certain employees as peace officers in accordance with *Texas Education Code*, Section 51.203.

j. TTU: Authorize president to execute a contract with Under Armour, Inc. to provide apparel and supplies to the NCAA intercollegiate athletics teams.

Board approval required by: Section 07.12.3.a and 07.12.3.c, and 7.12.3.d.1.b *Regents' Rules*

The request is to authorize the president or his designee to approve and execute a contract with Under Armour, Inc. in order to provide apparel, footwear, and accessories to the NCAA intercollegiate athletics teams ("Athletics"). This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

Texas Tech University ("TTU") originally executed a contract with Under Armour with a term from 2009-2014. That contract was extended for an additional six years and expires June 30, 2020. The parties wish to negotiate a new contract which will be effective July 1, 2020 and continue until June 30, 2024.

TTU Athletics will receive financial consideration in excess of \$3,225,000 each contract year plus royalty rates and performance bonuses for post season appearances.

Section 07.12.3.d.1.b *Regents' Rules*, requires Board approval on contracts that involve a sale or lease of land and/or improvements thereon, or a commitment of funds or other resources for more than four years.

Section 07.12.3.a *Regents' Rules*, requires Board approval on contracts that involve a stated or implied consideration that totals in excess of \$1,000,000 over the term of the contract.

Section 07.12.3.c also provides that, for all contracts that exceed a total value of \$5,000,000 over the life of the contract (even if the annual amount is less than \$1,000,000), the Board must be provided:

- (1) verification that the solicitation and purchasing method and contractor selection process comply with state law and TTU System policies; and
- (2) information on any potential issue(s) that may arise in the solicitation, purchasing, or contractor selection process.

These verifications have been confirmed by the chief procurement officer.

k. TTU: Approve contract extension with Barnes & Noble College Booksellers, LLC. for campus bookstore services.

Board approval required by: Section 7.12.3 (a) & (c) and 7.12.3 (d) (1) (b) *Regents' Rules*

The request is to authorize the president or his designee to extend the contract with Barnes & Noble College Booksellers, LLC. ("Barnes & Noble") for Texas Tech University ("TTU") campus bookstore services for an additional year. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

TTU issued a Request for Proposal ("RFP") on December 11, 2014 seeking proposals from vendors with experience in campus bookstore operations and selected Barnes and Noble College Bookstore, LLC. as the most qualified and possessing the best overall value to TTU. The current agreement is effective July 1, 2015 and expires on June 30, 2020. TTU is currently issuing a Request for Proposal for a new contract. As a result of COVID-19, there is a need to extend the existing agreement by one year to accommodate the solicitation and negotiation process. The one-year extension will be governed by the same terms and conditions as the existing contract. The agreement is considered a revenue contract and TTU's commission from the preceding year was approximately \$1,032,000.

Section 07.12.3.d.1.b *Regents' Rules*, requires Board approval on contracts that involve a sale or lease of land and/or improvements thereon, or a commitment of funds or other resources for more than four years.

Section 07.12.3.a *Regents' Rules*, requires Board approval on contracts that involve a stated or implied consideration that totals in excess of \$1,000,000 over the term of the contract.

Section 07.12.3.c also provides that, for all contracts that exceed a total value of \$5,000,000 over the life of the contract (even if the annual amount is less than \$1,000,000), the Board must be provided:

- (1) verification that the solicitation and purchasing method and contractor selection process comply with state law and TTU System policies; and
- (2) information on any potential issue(s) that may arise in the solicitation, purchasing, or contractor selection process.

The chief procurement officer has verified the solicitation method and contractor selection process and is not aware of any potential issues that may arise in the process.

I. TTU: Approve naming rights for United Supermarkets Arena.

Board approval required by: Section 08.05.1 *Regents' Rules*

The request is to authorize the president or his designee to finalize negotiations and/or extend an agreement between United Supermarkets, L.L.C. ("United") and Texas Tech University ("TTU") for naming rights for the United Supermarkets Arena and other associated sponsorship assets. It is further recommended that the Board of Regents acknowledge that TTU will develop and install new logos and signage, as necessary, for the interior and exterior of the United Supermarkets Arena. This request has been approved administratively by the president and the chancellor and are recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

The parties previously entered into a Memorandum of Agreement dated October 14, 2005, revised and extended per an agreement effective March 31, 2015 (the "Prior Agreement"). The Prior Agreement, currently in place, extended the naming of United Supermarkets Arena through March 31, 2027, and was valued at nine million four hundred fifty thousand and no/dollars (\$9,450,000.00). As of April 1, 2020, United has fulfilled five million four hundred thousand and no/dollars (\$5,400,000.00) of its pledge under the Prior Agreement.

The parties wish to amend and extend their relationship through 2034 as set forth in the proposed extension, replacing the Prior Agreement in full. United shall pay to Texas Tech the amount of sixteen million sixty-five thousand no/dollars (\$16,065,000.00). The proposed extension increases United's financial support by an additional twelve million nine hundred fifteen thousand and no/dollars (\$12,915,000.00). The agreement includes payments for United's suites at both Jones AT&T Stadium and United Supermarkets Arena. The signage and digital assets included are: (i) the United Supermarkets Arena; (ii) signage at Jones AT&T Stadium; (iii) signage at Rip Griffin Park; and (iv) the 19th St Marquee.

Negotiations for the extension are underway, and all financial terms and conditions have been finalized; however, due to the onslaught of the COVID-19 pandemic, finalization of the extension has been delayed. The president requests authorization to finalize negotiations for the extension, in the event a final copy is not ready for execution as of the date of the Board of Regents' May meeting.

Section 08.05.1, *Regents' Rules*, requires Board approval for naming of all buildings, auditoriums, rooms, laboratories, streets, athletic fields, landscape features, and other facilities within the TTU system.

m. TTUHSC: Approve modification of endowment.

Board approval required by: Texas Tech University Health Sciences Center Operating Policy 02.08.4

The request is to approve modification of the name and criteria for the Leona C. (Mohler) Snyder Seminar Endowment in the School of Nursing as follows:

Modified Name:

Mohler Family Learning Endowment

Modified Criteria:

A registered nurse who is doctorally prepared, credentialed in an area of expertise, and with national/international experience should be the invited speaker. The lectureship must be directed to a topic that benefits both faculty and students and provides the newest insights into a topic of concern in professional nursing.

The seminar must carry the name of the Mohler Family Learning Seminar.

All other provisions remain unchanged.

BACKGROUND INFORMATION

The Leona C. (Mohler) Snyder Seminar Endowment was established in 1985 as the Leona Snyder Scholarship. Previously, the criteria called for a registered nurse with at least a master's in nursing and a major state or national reputation. The donor has requested in writing that the name and criteria be modified to honor the whole Mohler family and that a doctorally prepared nurse would be better equipped as an expert.

The balance of the Endowment as of April 3, 2020, including the corpus and spendable is \$154,621.87.

Texas Tech University Health Sciences Center Operating Policy 02.08.4 states that a modification of an endowment with a principal balance of greater than \$25,000.00 requires a written request of the donor and approval of the Board of Regents of the Texas Tech University System.

n. **TTUHSC El Paso: Approve establishment of quasi-endowment.**

Board approval required by: Section 02, *Investment Policy Statement for the Long Term Investment Fund*

The request is to establish a quasi-endowment to be used as a source to match funds given by the Dr. Dionicio and Alice Alvarez for the Dionicio and Alice Alvarez Medical Student Scholarship. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgement by the Board of Regents.

BACKGROUND INFORMATION

In February 2020, Dr. Dionicio and Alice Alvarez (“Donors”) made a generous contribution of \$250,000 to support the Dionicio and Alice Alvarez Medical Student Scholarship. TTUHSC El Paso agreed to match funds received under the gift agreement 1:1. The source of the matching funds will come from unrestricted gift funds.

Since 1989, Dr. Dionicio Alvarez has served the El Paso community as president and nephrologist at the Kidney Consultants of El Paso. The Alvarezes reside in El Paso, Texas.

The Investment Policy Statement for the Long Term Investment Fund Section 02 requires board approval for a quasi-endowment fund to be established to function like an endowment fund.

o. TTUHSC El Paso: Approve establishment of quasi-endowment.

Board approval required by: Section 02, *Investment Policy Statement for the Long Term Investment Fund*

The request is to establish a quasi-endowment to be used as a source to match funds given by the El Paso Community Foundation for the J. Edwards Stern Endowed Professorship. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgement by the Board of Regents.

BACKGROUND INFORMATION

In December 2019, the El Paso Community Foundation awarded a grant for \$500,000 to be used for establishing the J. Edwards Stern Endowed Professorship. TTUHSC El Paso agreed to match funds received under the gift agreement 1:1. The source of the matching funds will come from unrestricted gift funds.

The El Paso Community Foundation was established in 1977 to address the unique opportunities and challenges of the El Paso, far west Texas, southern New Mexico, and northern Chihuahua, Mexico regions. Over the past 43 years, the foundation has given over \$219 million to the region. Aside from this grant, the foundation has generously given over \$300,000 to the Texas Tech University Health Sciences Center El Paso.

The Investment Policy Statement for the Long Term Investment Fund Section 02 requires board approval for a quasi-endowment fund to be established to function like an endowment fund.

p. **ASU, TTU and TTUSA, TTUHSC, and TTUHSC El Paso:
Approve FY 2021 holiday schedule.**

1. **ASU: Approve FY 2021 holiday schedule.**

Board approval required by: Section 03.08, *Regents' Rules*, and Section 662.011, *Texas Government Code*

The request is to approve the FY 2021 holiday schedule for Angelo State University ("ASU") as presented on the following page. This request has been approved administratively by the president and chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

Section 662.011, *Texas Government Code*, authorizes the Board to establish the holiday schedule for ASU provided that the number of holidays to be observed does not exceed the number of holidays observed by other state agencies.

State law provides for seventeen (17) state holidays in FY 2021. In FY 2021, Three (3) of the state holidays fall on weekends and cannot be substituted for other regular working days. The result is fourteen (14) holidays for FY 2021.

It is recommended that the actual observance of some holidays be transferred to coincide with the academic holiday schedule. This will provide an efficient academic schedule and permit energy conservation and cost avoidance by closing offices during periods when classes are not in session.

ANGELO STATE UNIVERSITY
Holiday Schedule for 2020-2021

	DATE	DAY OF WEEK	HOLIDAY
2020	September 7	Monday	Labor Day
	November 26	Thursday	Thanksgiving Day
	November 27	Friday	Thanksgiving Day
	December 23	Wednesday	Winter Holiday
	December 24	Thursday	Winter Holiday
	December 25	Friday	Winter Holiday
	December 28	Monday	Winter Holiday
	December 29	Tuesday	Winter Holiday
	December 30	Wednesday	Winter Holiday
	December 31	Thursday	Winter Holiday
2021	January 1	Friday	Winter Holiday
	January 18	Monday	Martin Luther King Day
	April 2	Friday	Spring Holiday
	May 31	Monday	Memorial Day

TOTAL ALLOWABLE HOLIDAYS: 14

NOTE: University employees who wish to observe Rash Hashanah, Yom Kippur, Cesar Chavez Day and Good Friday may do so, but must use their vacation leave.

State law provides for seventeen (17) state holidays in FY 2021. In FY 2021, three (3) holidays fall on weekends and cannot be substituted for other regular working days. The result is fourteen (14) observable holidays for FY 2021.

2. TTU and TTUSA: Approve FY 2021 holiday schedule.

Board approval required by: Section 03.08, *Regents' Rules*; Section 662.011, Texas Government Code

The request is to approve the FY 2021 holiday schedule for Texas Tech University ("TTU") and Texas Tech University System Administration ("TTUSA") as presented on the following page. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

Title 6, Section 662.011, *Texas Government Code*, as amended, authorizes the Board to establish the holiday schedule for TTU and TTUSA provided that the number of holidays to be observed does not exceed the number of holidays observed by other state agencies.

State law provides for seventeen (17) state holidays in FY 2021. In FY 2021, three (3) holidays fall on weekends and cannot be substituted for other regular working days. The result is fourteen (14) holidays for FY 2021.

It is recommended that the actual observance of some holidays be transferred to coincide with the academic holiday schedule. This will provide an efficient academic schedule and permit energy conservation and cost avoidance by closing offices during periods when classes are not in session.

**TEXAS TECH UNIVERSITY
TEXAS TECH UNIVERSITY SYSTEM ADMINISTRATION
HOLIDAY SCHEDULE 2020-2021**

	DATE	DAY OF WEEK	HOLIDAY
2020	September 7	Monday	Labor Day
	November 26	Thursday	Thanksgiving
	November 27	Friday	Thanksgiving
	December 23	Wednesday	Winter Break
	December 24	Thursday	Winter Break
	December 25	Friday	Winter Break
	December 28	Monday	Winter Break
	December 29	Tuesday	Winter Break
	December 30	Wednesday	Winter Break
	December 31	Thursday	Winter Break
2021	January 1	Friday	New Year's Day
	January 18	Monday	Martin Luther King Jr. Day
	March 19	Friday	Spring Break
	May 31	Monday	Memorial Day

TOTAL ALLOWABLE HOLIDAYS: 14

NOTE: State law provides for seventeen (17) state holidays in FY 2021. In FY 2021, three (3) holidays fall on weekends and cannot be substituted for other regular working days. The result is fourteen (14) holidays for FY 2021.

3. TTUHSC: Approve FY 2021 holiday schedule.

Board approval required by: Section 03.08, *Regent's Rules*, Section 662.011, Texas Government Code

The request to approve the FY 2021 holiday schedule for Texas Tech University Health Sciences Center ("TTUHSC") as presented on the page that follows. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

Section 662.011, Title 6 of the Texas Government Code, as amended, authorizes the Board to establish the holiday schedule for Texas Tech University Health Sciences Center provided that the number of holidays scheduled do not exceed the number of holidays observed by other state agencies.

State law provides for 17 state holidays. In FY 2021 three (3) holidays fall on a weekend and cannot be substituted for other regular working days. The state will observe fourteen (14) holidays in FY 2021, which is one less than FY 2020. TTUHSC will observe 11 holidays. An additional three (3) days of holiday entitlement will be accrued to employees' holiday comp balance at the rate of two hours per month with a maximum accrual of 24 hours.

Under the provisions of Article V of Senate Bill 5, 73rd Legislature, Regular Session, a state employee is entitled to observe optional holidays, such as Rosh Hashanah, Yom Kippur, Cesar Chavez Day and Good Friday. Since the university is closed on scheduled holidays, employees who wish to take an optional holiday will be required to use vacation leave or compensatory time.

**TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
HOLIDAY SCHEDULE 2020-2021**

	DATE	DAY OF WEEK	HOLIDAY
2020	September 7	Monday	Labor Day
	November 26	Thursday	Thanksgiving Day
	November 27	Friday	Thanksgiving Holiday
	December 24	Thursday	Christmas Holiday
	December 25	Friday	Christmas Holiday
	December 31	Thursday	New Year's Holiday
2021	January 1	Friday	New Year's Holiday
	January 18	Monday	Martin Luther King, Jr. Day
	March 19	Friday	Spring Break
	May 31	Monday	Memorial Day
	July 5	Monday	Independence Day Holiday

TOTAL ALLOWABLE HOLIDAYS: 11

NOTE: State law provides for 17 state holidays. In FY 2021 three (3) holidays fall on a weekend and cannot be substituted for other regular working days. The state will observe fourteen (14) holidays in FY 2021, which is one less than FY 2020. TTUHSC will observe 11 holidays. An additional three (3) days of holiday entitlement will be accrued to employees' holiday comp balance at the rate of two hours per month with a maximum accrual of 24 hours.

Under the provisions of Article V of Senate Bill 5, 73rd Legislature, Regular Session, a state employee is entitled to observe optional holidays, such as Rosh Hashanah, Yom Kippur, Cesar Chavez Day and Good Friday. Since the university is closed on scheduled holidays, employees who wish to take an optional holiday will be required to use vacation leave or compensatory time.

4. TTUHSC El Paso: Approve FY 2021 holiday schedule.

Board approval required by: Section 3.08, *Regent's Rules*

The request to approve the FY 2021 holiday schedule for Texas Tech University Health Sciences Center El Paso ("TTUHSC El Paso") as presented on the following page. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

Section 662.011, Title 6 of the Texas Government Code, as amended, authorizes the Board to establish a holiday schedule for Texas Tech University Health Sciences Center El Paso provided that the number of holidays scheduled do not exceed the number of holidays observed by other state agencies. There are 17 days in the state's holiday schedule. In FY 2021, three holidays fall on a weekend and cannot be substituted for other regular working days. The result is 14 holidays for FY 2021. It is recommended that the actual observance of some holidays be transferred to coincide with the academic and clinical holiday schedule. This will provide efficient academic and clinical holiday schedules and permit energy conservation and cost avoidance by closing offices during periods when classes and/or clinics are not in session. TTUHSC El Paso will observe 11 days as holidays for academic, administrative and clinical operations and an additional three days of holiday entitlement will be accrued to employees' holiday comp time leave balances.

**TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO
HOLIDAY SCHEDULE 2020-2021**

	DATE	DAY OF WEEK	HOLIDAY
2020	September 7	Monday	Labor Day
	November 26	Thursday	Thanksgiving Day
	November 27	Friday	Thanksgiving Holiday
	December 23	Wednesday	Christmas Holiday
	December 24	Thursday	Christmas Holiday
	December 25	Friday	Christmas Holiday
	December 31	Thursday	New Year's Holiday
2021	January 1	Friday	New Year's Holiday
	January 18	Monday	Martin Luther King, Jr. Day
	May 31	Monday	Memorial Day
	July 5	Monday	Independence Day Holiday

TOTAL ALLOWABLE HOLIDAYS: 11

NOTE: State law provides for 17 state holidays. In FY 2021, three (3) holidays fall on a weekend. The state will observe (14) holidays in FY 2021, which is one less than in FY 2020. TTUHSC El Paso will observe eleven (11) holidays. An additional three (3) days of holiday entitlement will be accrued to employees' holiday comp balance at the rate of two hours per month with a maximum accrual of 24 hours.

Under the provisions of Article V of Senate Bill 5, 73rd Legislature, Regular Session, a state employee is entitled to observe optional holidays, such as Rosh Hashanah, Yom Kippur, Cesar Chavez Day and Good Friday. Since the university is closed on scheduled holidays, employees who wish to take an optional holiday will be required to use vacation leave or compensatory time.

CONTENTS OF THE INFORMATION AGENDA

Section 01.02.7.d(4)(c), *Regents' Rules*, provides: “material required by a provision of the *Regents' Rules* to be furnished to the Board as information will be listed in the information agenda.”

NOTE: The following are reports or other documents which, according to the *Regents' Rules* or state law, must be made available to the Board of Regents. As such, the reports below are on file in the Board Office, and their listing on the Information Agenda constitutes notice that they are available to Board members upon request.

INFORMATION AGENDA

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

NOTE: The following are reports or other documents which, according to the *Regents' Rules* or state law, must be made available to the Board of Regents. As such, the reports below are on file in the Board Office, and their listing on the Information Agenda constitutes notice that they are available to Board members upon request.

- (1) **ASU, TTU, TTUHSC and TTUHSC El Paso: Summary of Revenues and Expenditures by Budget Category, FY 2020 (as of February 29, 2020), per Section 01.02.8.d(3)(g), *Regents' Rules*** – All actual expenditures will be reviewed by the Finance and Administration Committee annually and provided as information. Financial reports for the most recently completed quarter for each of the component institutions are available at: <http://texastech.edu/offices/cfo/board-financial-reports.php>
- (2) **TTUHSC: Contracts for ongoing and continuing health-related service relationships per Section 07.12.4.c, *Regents' Rules*** – “Notwithstanding Section 07.12.3.a or Section 07.12.3.b, *Regents' Rules*, the board delegates to the presidents of health-related institutions the authority to approve the proposals and execute and sign contracts for health related services, as specified herein. This delegation is limited to contracts with entities for which the institution has an ongoing and continuing contractual relationship, to include: revenue contracts from which the institution receives payment for health related services; participation in health provider networks; resident or faculty support; and expense contracts with healthcare providers or suppliers necessary to fulfill the obligation to provide health related services as part of a revenue contract. Before such a contract may be executed, the president shall obtain the prior review of the TTUS Office of General Counsel and the TTUS vice chancellor and chief financial officer, or their designees. A list of health related services contracts that have been executed under this delegation of authority since the previous regular board meeting shall be provided to the board as an information item at the next regular board meeting.”
- (a) AMEND592606-020 University Medical Center - UMC Lubbock; Expand Pediatric Surgery services at UMC - "Services Agreement" 1115 Waiver; Increase of \$1,260,000 to \$26,918,085 annually.
 - (b) AMEND588851-005 University Medical Center - UMC Lubbock; Amend Paragraph 9.4.1 Review of Space - Master Coordinating Agreement; No financial impact, remains \$20,093,638 annually.
 - (c) AMEND2446675-001 Hendrick Medical Center; Add electrocardiogram interpretation and physician medical management of inpatient services; Increase of \$99,000 to \$3,099,000 annually.
 - (d) AMEND2405893-001 Mitchell County Hospital District; Amendment to revise expense compensation model - MCHD Daniel Unit Onsite Services FY20-21; Reduction of \$158,022 to \$1,031,837 annually.
 - (e) AMEND1670110-003 Federal Bureau of Prisons - CTS Contracting; Extend the term of CON1670110 (DJBCTS497) offering counseling services to BOP clients. No financial impact, remains \$281,479 annually.

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

TTU:

- (a) JSN Consulting to review the technology portfolio to determine the potential commercial opportunity pertaining to Texas Tech University's technology commercialization program; \$10,000

TTUHSC El Paso:

- (a) 07289; Grandjean Solutions Inc., “Consultant Services Agreement” for TTUHSC El Paso campus, RE: Consulting services for TTUHSC El Paso to align learning management systems across the multiple schools, \$25,000.
 (b) 07302; Hatchleaf, Inc., “Consultant Services Agreement” for TTUHSC El Paso campus, RE: Consulting services provided by TTUHSC El Paso faculty for colorectal survey, \$2,000.

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

TTU:

- (a) FY20 TV Community Service Grant; Paul A Hunton, Associate Managing Director, KTTZ Television Station, and Principal Investigator; Corporation for Public Broadcasting; \$1,196,939 awarded

TTUHSC:

- (a) Health Resources and Services Administration grant funding entitled “Health Center Cluster”; grant year 03/01/2020 through 02/28/2021; award amount \$3,009,853.
 (b) Texas Higher Education Coordinating Board consortium contract through University of Texas System entitled “Texas Child Mental Healthcare Consortium”; contract year 1/16/2020 through 8/31/2021; contract amount \$6,226,259.

- (5) **TTU and TTUS: Contracts that involve a stated or implied consideration that total in excess of \$1,000,000 over the entire term of the contract but the per annum amount is less than \$1,000,000 per section 07.12.4 of the Regents' Rules** – Notwithstanding Section 07.12.3.a, Regents' Rules, the chancellor or president, as appropriate, is delegated the authority to approve: (i) contracts that involve a stated or implied consideration that total in excess of \$1,000,000 over the entire term of the contract but the per annum amount is less than \$1,000,000; and (ii)

any amendment, extension, or renewal of a contract originally approved by the chancellor or president, as appropriate, so long as the amendment, extension, or renewal does not cause the per annum amount of the contract to exceed \$1,000,000. This requirement is applicable to both cash and non-cash considerations. Information about such contracts or contract amendments, extensions, or renewals that are approved by the chancellor or a president under this delegation of authority shall be provided to the board as an information item at the next regular board meeting.

(a) See attachment of contracts that meet the above criteria.

TTU: Approve Purchasing Contracts

Regents' Rules 07.12.3.a and 07.12.3.b

Component	Vendor	Services or Goods to be Provided	Estimated Per Annum Consideration	Estimated Term Consideration (includes renewals)	Start	End	Procurement Method
TTU	EMD Millipore	Scientific Products	\$ 350,000	\$ 2,450,000	4/1/2015	3/31/2022	Cooperative
TTU	Texas Workforce Commission	Services to students with learning disabilities	\$ 525,000	\$ 2,100,000	6/1/2018	5/31/2022	Cooperative
TTUS	SciQuest/Jaggaer	Software license	\$ 432,081	\$ 1,728,324	3/30/2017	3/29/2021	Cooperative

(6) TTUS: Emergency or exigent circumstances delegation of authority to the Board chairman and chancellor by Sections 01.02.1.b-c.(1), Regents' Rules

– “When an emergency or exigent circumstances exist that cannot be adequately addressed through Section 07.04.4.a(2) relating to budget adjustments, Section 07.12.3.g relating to contracts, or Section 08.01.7 relating to major construction projects, the chair – or if the chair is not available within the time required for action, the vice chair – may approve a proposal submitted by the chancellor, or the chancellor’s designee, for an action that otherwise would require the approval of the board as a whole, with subsequent notification to the board as soon as practicable....The chair – or if the chair is not available within the time required for action, the vice chair – may authorize the chancellor to exercise such additional authority as is necessary to ensure the health and safety of the students, faculty, and staff of the Texas Tech University System and/or the continued operations of the System’s components during a state of emergency or exigent circumstances (including, but not limited to, a “disaster” as defined in Section 418.004(1), Texas Government Code).”

(a) On April 9, 2020, Chancellor Mitchell approved Texas Tech University providing a 50% discount on the Student Services Fee as well as waive the Online and Distance Education Fee (OLDE) for the 2020 Summer I term. In response to the 2020 COVID-19 pandemic, Summer courses for 2020 will only be offered in an online format. TTU's fee discount and waiver will incentivize student attendance for Summer I. The Student Services Fee is authorized to be charged up to \$142 per term, and TTU proposes to charge \$71 for the first summer session. The OLDE fee is authorized to be assessed at \$35 per semester credit hour, and TTU proposes to provide 100% credit for this fee. Students enrolled solely in online courses will not be assessed Lubbock campus fees. The proposed discounts have a potential cost savings of approximately \$600 for a student enrolled in six hours. As

- required by Section 01.02.1.c.(1), Regents' Rules, the chancellor consulted with the chairman before exercising this authority.
- (b) On April 11, 2020, Chairman Huckabee granted an exigent circumstances approval that authorized Chancellor Mitchell to formalize the appointment of Angie Wright as Interim President of Angelo State University. In advance of the Chairman's action, all regents were provided information regarding the interim appointment.
 - (c) On April 24, 2020 Chairman Huckabee used his exigent circumstances delegation of authority to appoint an Angelo State University Presidential Search Committee including the appointment of Regents Long as the chair of that search committee. In advance of the Chairman's action, all regents were provided information regarding the establishment of the search committee and the appointment of the committee members.
 - (d) On May 5, 2020, Chancellor Mitchell approved Texas Tech University Health Sciences Center's (TTUHSC) existing admissions standards and authorized temporary modifications to the admissions standards for TTUHSC Schools including, but not limited to, extension of application deadlines, waiver of application fees, facilitation of on-line interviews in lieu of in-person interviews for applicants, waiver of standardized admission tests, extension of deadlines for immunization requirements, postponement of campus tours, and acceptance of transcripts with courses awarded with Pass (P) or Credit (CR). The modifications are applicable to students in the upcoming summer and fall 2020 semesters. As required by Section 01.02.1.c.(1), Regents' Rules, the chancellor consulted with the chairman before exercising this authority.
 - (e) On May 6, 2020, Chancellor Mitchell approved a temporary waiver of Texas Tech University's (TTU) ACT and SAT admissions requirements. The waiver is applicable to students seeking admissions to TTU for summer 2020 through fall 2021 semesters. As required by Section 01.02.1.c.(1), Regents' Rules, the chancellor consulted with the chairman before exercising this authority.
 - (f) On May 6, 2020, Chancellor Mitchell approved Angelo State University's (ASU) temporary use of a file review admissions process for summer 2020 through fall 2021 semesters. This approval includes a waiver of ASU's ACT and SAT admissions requirements. As required by Section 01.02.1.c.(1), Regents' Rules, the chancellor consulted with the chairman before exercising this authority.

ATTACHMENTS

ATTACHMENT

1

**TTUS 18th Supplemental Bond Resolution
(COW Item 2.)**

Adopted: 05/14/2020

EIGHTEENTH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM REFUNDING AND IMPROVEMENT BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$350 MILLION AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
SECTION 1. DEFINITIONS	2
SECTION 2. AUTHORIZATION, PURPOSE, AND AMOUNT OF THE BONDS.....	2
(a) Purpose; Designation; Maximum Amount	2
(b) New Money Authorization	2
(c) Refunding Bonds Authorization	2
(d) Refunding of Commercial Paper Notes	2
SECTION 3. TERMS OF BONDS; PRICING OFFICER; PARAMETERS	3
(a) Terms of Bonds	3
(b) Delegation to Pricing Officer	3
(c) Effect of Determination Made by Pricing Officer; Expiration of Delegation	4
(d) Parameters for Pricing	4
(e) In General	4
SECTION 4. INTEREST	4
SECTION 5. REGISTRATION, TRANSFER, AND EXCHANGE; AUTHENTICATION; BOOK-ENTRY ONLY SYSTEM.....	4
(a) Paying Agent/Registrar	4
(b) Registration Books	5
(c) Ownership of Bonds	5
(d) Payment of Bonds and Interest	5
(e) Authentication	5
(f) Transfer, Exchange, or Replacement	5
(g) Substitute Paying Agent/Registrar	7
(h) Book-Entry Only System	7
(i) Successor Securities Depository; Transfers Outside Book-Entry Only System	8
(j) Payments to Cede & Co	8
(k) Notice of Redemption	8
SECTION 6. FORM OF BONDS	9
SECTION 7. ESTABLISHMENT OF FINANCING SYSTEM AND ISSUANCE OF PARITY OBLIGATIONS	9
SECTION 8. SECURITY AND PAYMENTS.....	10
SECTION 9. PAYMENTS TO PAYING AGENT/REGISTRAR	10
SECTION 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.....	10
(a) Replacement Bonds	10

	<u>Page</u>
(b) Application for Replacement Bonds	10
(c) Payment in Lieu of Replacement	10
(d) Charge for Issuing Replacement Bonds	10
(e) Authority for Issuing Replacement Bonds	11
SECTION 11. AMENDMENT OF SUPPLEMENT	11
(a) Amendments Without Consent	11
(b) Amendments With Consent	12
(c) Notice	12
(d) Receipt of Consents	12
(e) Effect of Amendments	13
(f) Consent Irrevocable	13
(g) Ownership	13
SECTION 12. DEFEASANCE	13
SECTION 13. EIGHTEENTH SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY	13
SECTION 14. SEVERABILITY OF INVALID PROVISIONS	14
SECTION 15. PAYMENT AND PERFORMANCE ON BUSINESS DAYS.....	14
SECTION 16. LIMITATION OF BENEFITS WITH RESPECT TO THE EIGHTEENTH SUPPLEMENT	14
SECTION 17. CUSTODY, APPROVAL, BOND COUNSEL’S OPINION, CUSIP NUMBERS, PREAMBLE AND INSURANCE	14
(a) Submission of Proceedings to Attorney General	14
(b) Bond Insurance	15
SECTION 18. OFFICIAL STATEMENT.....	15
SECTION 19. CONTINUING DISCLOSURE OBLIGATION.....	15
(a) Annual Reports	15
(b) Notice of Certain Events	16
(c) Filings with the MSRB	18
(d) Limitations, Disclaimers, and Amendments	18
SECTION 20. FEDERAL TAX COVENANTS.....	19
SECTION 21. ADDITIONAL TAX COVENANTS REGARDING USE OF PROPERTY.....	21
(a) Allocation of, and Limitation on, Expenditures for the Project	21
(b) Disposition of Project	22
SECTION 22. SALE OF BONDS.....	22
(a) Underwriters	22
(b) Bond Purchase Contract	22
(c) Ratings	23
(d) Payment of Attorney General Fee; Bond Review Board Approval	23
(e) Effect of Determination Made by Pricing Officer	23

	<u>Page</u>
SECTION 23. REFUNDING	23
(a) Refunded Obligations	23
(b) Refunded Commercial Paper Notes	23
SECTION 24. REDEMPTION OF REFUNDED OBLIGATIONS.....	23
SECTION 25. ESCROW AGREEMENT.....	24
SECTION 26. FURTHER PROCEDURES	24
SECTION 27. REPEAL OF CONFLICTING RESOLUTIONS	24
SECTION 28. RULES OF CONSTRUCTION.....	24
SECTION 29. PUBLIC NOTICE.....	25
SCHEDULE I LIST OF REFUNDABLE OBLIGATIONS.....	I-1
SCHEDULE II ELIGIBLE PROJECTS	II-1
EXHIBIT A DEFINITIONS.....	A-1
EXHIBIT B FORM OF BONDS.....	B-1
EXHIBIT C DESCRIPTION OF ANNUAL FINANCIAL INFORMATION OF THE BOARD.....	C-1

EIGHTEENTH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM REFUNDING AND IMPROVEMENT BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$350 MILLION AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

WHEREAS, on October 21, 1993, the Board of Regents of Texas Tech University (now known as the Board of Regents of Texas Tech University System, and herein referred to either as the “Board” or the “Issuer”), acting separately and independently for and on behalf of Texas Tech University (“TTU”) and Texas Tech University Health Sciences Center (the “Health Sciences Center”), adopted a resolution establishing the “Revenue Financing System,” which resolution, together with the resolutions adopted November 8, 1996 and on August 22, 1997, is referred to herein as the “Master Resolution;” and

WHEREAS, unless otherwise defined herein, terms used herein shall have the meaning given in the Master Resolution; and

WHEREAS, the Master Resolution establishes the Revenue Financing System comprised of each institution and agency currently in the Texas Tech University System, and pledges the Pledged Revenues attributable to each participant of the Revenue Financing System to the payment of Parity Obligations to be outstanding under the Master Resolution; and

WHEREAS, the Board has previously adopted the First through Seventeenth Supplemental Resolutions to the Master Resolution authorizing Parity Obligations thereunder and other permitted changes to the Master Resolution; and

WHEREAS, the Board reserved the right under the terms of the Master Resolution to issue additional obligations on a parity with the outstanding Parity Obligations; and

WHEREAS, the Board hereby determines that it is in the best interest of the participants in the Revenue Financing System to (i) refund certain of its previously issued and outstanding commercial paper notes (the “Refunded Commercial Paper Notes”) in order to convert interim financing into long-term, fixed rate financing; (ii) refund all or certain of the outstanding debt obligations listed in **Schedule I** hereto (the “Refundable Obligations”), in order to achieve a present value savings to the Revenue Financing System; (iii) finance or refinance the cost of facilities and improvements for the participants in the Revenue Financing System, including but not limited to those improvements set forth in **Schedule II** hereto; and (iv) pay the costs of issuance relating to such Parity Obligations; and

WHEREAS, the bonds authorized to be issued by this Supplemental Resolution are to be issued and delivered pursuant to Chapter 55, Texas Education Code, as amended, Chapter 1207, Texas Government Code, as amended, Chapter 1371, Texas Government Code, as amended and other applicable laws;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM THAT:

Section 1. DEFINITIONS. In addition to the definitions set forth in the preamble of this Eighteenth Supplement, the terms used in this Eighteenth Supplement (except in the FORM OF BONDS) and not otherwise defined shall have the meanings given in the Master Resolution or in Exhibit A to this Eighteenth Supplement attached hereto and made a part hereof.

Section 2. AUTHORIZATION, PURPOSE, AND AMOUNT OF THE BONDS.

(a) ***Purpose; Designation; Maximum Amount.*** The “BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM REFUNDING AND IMPROVEMENT BONDS, SERIES 2020A” and “BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM REFUNDING AND IMPROVEMENT BONDS, TAXABLE SERIES 2020B” are hereby authorized to be issued, from time to time, in one or more series or subseries, taxable or tax-exempt, for the purpose of (i) acquiring, purchasing, constructing, improving, renovating, enlarging or equipping property, buildings, structures, facilities, roads, or related infrastructure for TTUS, (ii) refunding the Refunded Obligations, (iii) refunding the Refunded Commercial Paper Notes and (iv) paying the costs related thereto. The Bonds shall be designated by the year in which they are awarded pursuant to Section 3 below, and each series within a year may have a letter designation following the year as determined by the Pricing Officer. The title of the Bonds may also be revised by the Pricing Officer as reflected in the applicable Pricing Certificate. The combined principal amount of all Bonds issued pursuant to this Eighteenth Supplement shall not exceed \$350,000,000.

(b) ***New Money Authorization.*** The Bonds authorized for the purposes described in clause (i) of subsection (a) of this Section are being issued by the Board under authority of Chapter 55, Texas Education Code, as amended, particularly Section 55.13, and Chapter 1371. The Pricing Officer shall execute a certificate providing such documentation as may be required by the Public Finance Division of the Office of the Attorney General to (i) describe the specific projects for which the Bonds are being issued, and (ii) evidence the approval, if any, required to be obtained from the Texas Higher Education Coordinating Board for the projects to be financed with the proceeds of the Bonds. The projects that may be financed with the proceeds of the Bonds include those that are described in Schedule II to this Eighteenth Supplement.

(c) ***Refunding Bonds Authorization.*** The Bonds authorized for the purposes described in clause (ii) of subsection (a) of this Section are being issued by the Board under authority of Chapter 55, Texas Education Code, particularly Section 55.19 thereof, and Chapter 1207.

(d) ***Refunding of Commercial Paper Notes.*** The Bonds hereby authorized to be issued for the purposes of refunding the Refunded Commercial Paper Notes are being issued to convert interim financing into long-term fixed rate financing, as contemplated by the Board in the operation of the interim financing program as provided for in the Fifth Supplement, which constitutes a public purpose. The manner in which the refunding of the Refunded Commercial Paper Notes is being accomplished by the Board does not make it practicable to make the

determinations required by Section 1207.008, Texas Government Code. The Refunded Commercial Paper Notes shall be those Outstanding Commercial Paper Notes designated by the Pricing Officer to be refunded and retired with a portion of the proceeds of the Bonds.

Section 3. TERMS OF BONDS; PRICING OFFICER; PARAMETERS.

(a) *Terms of Bonds.* Initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, numbered consecutively from R-1 upward, payable to the respective initial registered owners thereof, or to the registered assignee or assignees of such bonds or any portion or portions thereof (in each case, the “Registered Owner”), in the denomination of \$5,000 or any integral multiple thereof (an “Authorized Denomination”), maturing not later than the date specified in Section 3(d) below, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as determined in the manner provided below.

(b) *Delegation to Pricing Officer.* As authorized by Chapter 1371 and subject to the parameters set forth in Section 3(d) below, the Pricing Officer is hereby authorized, appointed and designated to act on behalf of the Board in selling and delivering, in one or more series or subseries, taxable or tax-exempt, the Bonds and carrying out the procedures specified in this Eighteenth Supplement, including determining:

- (i) the date for issuance and sale, and the dated date, of each series of Bonds;
- (ii) the selection of the specific maturities or series (whole or part) of the Refunded Obligations to be refunded;
- (iii) the name and any special or additional series designation for the Bonds;
- (iv) the principal amount of each series of Bonds to be sold (subject to the limitations set forth in Section 2(a), as well as the principal amount of each stated maturity within a series of Bonds;
- (v) the price at which the Bonds shall be sold;
- (vi) the principal amortization schedule for the Bonds (including, without limitation, the designation of any of the maturities of the Bonds as term bonds and any amortization installments to be deposited to the applicable interest and sinking fund relating to any term bond so designated);
- (vii) the redemption features of the Bonds;
- (viii) the rate or rates of interest to be borne by the Bonds;
- (ix) whether to acquire a municipal bond insurance policy in support of all or any portion of the Bonds; and

(x) any other matters relating to the issuance, sale and delivery of the Bonds; all of which shall be specified in one or more Pricing Certificates executed by the Pricing Officer.

(c) ***Effect of Determination Made by Pricing Officer; Expiration of Delegation.*** Any finding or determination made by the Pricing Officer, acting under the authority granted by this Eighteenth Supplement, in a Pricing Certificate shall have the same force and effect as if made by the Board. The authority hereby granted by the Board to the Pricing Officer shall expire if not exercised by the Pricing Officer within 365 days of the date of adoption of this Eighteenth Supplement. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

(d) ***Parameters for Pricing.*** The Pricing Officer may exercise any authority granted under Chapter 1207 or Chapter 1371 to effect the issuance of the Bonds, so long as on the date that each applicable Bond Purchase Contract is executed:

(i) the aggregate net present value savings, calculated in accordance with GASB Statement No. 7, realized as a result of the refunding of the principal amount of the Refunded Obligations by the Bonds being issued at that time shall not be less than three percent (3.00%);

(ii) the maximum maturity of any series of Bonds issued hereunder shall not exceed February 15, 2051;

(iii) the price to be paid for the Bonds shall not be less than 95% of the aggregate principal amount thereof; and

(iv) none of the Bonds shall bear interest at a rate greater than 10% per annum.

(e) ***In General.*** The Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BONDS, with such changes and additions as are necessary to conform the FORM OF BONDS to the terms of the sale of the Bonds set forth in the applicable Pricing Certificate. The final FORM OF BOND applicable to any issuance of Bonds shall be approved by the Pricing Officer and attached to the applicable Pricing Certificate.

Section 4. INTEREST. The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS to their respective dates of maturity at the rates approved by the Pricing Officer.

Section 5. REGISTRATION, TRANSFER, AND EXCHANGE; AUTHENTICATION; BOOK-ENTRY ONLY SYSTEM.

(a) ***Paying Agent/Registrar.*** The Pricing Officer is directed to select, on behalf of the Board, the Paying Agent/Registrar for the Bonds. The Pricing Officer is authorized to enter

into and carry out a Paying Agent/Registrar Agreement with the Paying Agent/Registrar with respect to the Bonds in substantially the form presented at this meeting.

(b) Registration Books. The Issuer shall keep or cause to be kept at the corporate trust office designated in the Paying Agent/Registrar Agreement (the “Designated Trust Office”) books or records for the registration of the transfer, exchange, and replacement of the Bonds (the “Registration Books”), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, exchanges, and replacements under such reasonable regulations as the Issuer and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, exchanges, and replacements as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books at the Designated Trust Office of the Paying Agent/Registrar during regular business hours, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(c) Ownership of Bonds. The entity in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Eighteenth Supplement, whether or not such Bond shall be overdue, and, to the extent permitted by law, the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) Payment of Bonds and Interest. The Paying Agent/Registrar shall further act as the paying agent for paying the principal of, premium, if any, and interest on the Bonds, all as provided in this Eighteenth Supplement. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds.

(e) Authentication. The Bonds initially issued and delivered pursuant to this Eighteenth Supplement shall be authenticated by the Paying Agent/Registrar by execution of the Paying Agent/Registrar’s Authentication Certificate (the “Authentication Certificate”) unless they have been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and on each substitute Bond issued in exchange for any Bond or Bonds issued under this Eighteenth Supplement the Paying Agent/Registrar shall execute the Authentication Certificate. The Authentication Certificate shall be in the form set forth in the FORM OF BONDS.

(f) Transfer, Exchange, or Replacement. Each Bond issued and delivered pursuant to this Eighteenth Supplement, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender of such Bond at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner

or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered bonds, without interest coupons, in the appropriate form prescribed in the FORM OF BONDS, in any Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall be of the same series and have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same series designation and maturity date, bearing interest at the same rate, and payable in the same manner, in Authorized Denominations at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same series designation and maturity date and bear interest at the same rate and payable in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Eighteenth Supplement shall constitute one of the Bonds for all purposes of this Eighteenth Supplement, and may again be exchanged or replaced. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Eighteenth Supplement, the Authentication Certificate shall be printed thereon. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Authentication Certificate, and, except as provided in subsection (e) of this Section, no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for transfer, exchange, or replacement. No additional orders or resolutions need be passed or adopted by the Issuer or any other body or person so as to accomplish the foregoing transfer, exchange, or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and such Bonds shall be in typed or printed form as determined by the Pricing Officer. Pursuant to Chapter 1206, Texas Government Code, the duty of transfer, exchange, or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which were originally issued pursuant to this Eighteenth Supplement. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges, if any, for transferring and exchanging any Bond or any portion thereof, but the one requesting any such transfer and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, exchange, or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following interest payment date, or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its

redemption date. To the extent possible, any new Bond issued in an exchange, replacement, or transfer of a Bond will be delivered to the registered owner or assignee of the registered owner not more than three business days after the receipt of the Bonds to be cancelled and the written request as described above.

(g) *Substitute Paying Agent/Registrar.* The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Eighteenth Supplement, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Eighteenth Supplement. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Eighteenth Supplement, and a certified copy of this Eighteenth Supplement shall be delivered to each Paying Agent/Registrar.

(h) *Book-Entry Only System.* The Bonds issued in exchange for the Bonds initially issued and delivered to the Underwriters shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), and except as provided in subsection (i) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. A “Blanket DTC Letter of Representations” in connection with utilizing the DTC Book-Entry Only System has been executed by the Pricing Officer and filed with DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Board and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Bonds. Without limiting the immediately preceding sentence, the Board and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Registration Books of any amount with respect to principal of,

premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Eighteenth Supplement to the contrary but to the extent permitted by law, the Board and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Registration Books as provided in this Eighteenth Supplement, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Board's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Board to make payments of principal, premium, if any, and interest pursuant to this Eighteenth Supplement. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Eighteenth Supplement with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the word "Cede & Co." in this Eighteenth Supplement shall refer to such new nominee of DTC.

(i) Successor Securities Depository; Transfers Outside Book-Entry Only System.

In the event that the Board or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Board to DTC described in subsection (h) of this Section or DTC determines to discontinue providing its services with respect to the Bonds, the Board shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Eighteenth Supplement.

(j) Payments to Cede & Co. Notwithstanding any other provision of this Eighteenth Supplement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Board to DTC referred to in subsection (f) of this Section.

(k) Notice of Redemption. The Paying Agent/Registrar shall give notice of redemption of Bonds by United States mail, first-class postage prepaid, at least thirty (30) days prior to a redemption date to each registered securities depository and to any national

information service that disseminates redemption notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the registered securities depositories or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the registered owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

Each notice of redemption, whether required in the FORM OF BONDS or in this Section, shall contain a description of the Bonds to be redeemed including the complete name of the Bonds, the series, the date of issue, the interest rate, the maturity date, the CUSIP number, the amounts of maturity so called for redemption, the mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Bonds may be redeemed, including a contact person and telephone number.

All redemption payments made by the Paying Agent/Registrar to the registered owners of the Bonds shall include a CUSIP number relating to each amount paid to such registered owner.

Section 6. FORM OF BONDS. The forms of the Bonds, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, with respect to the Bonds initially issued and delivered to the Underwriters pursuant to this Eighteenth Supplement, shall be, respectively, substantially as set forth in **Exhibit B**, with such appropriate variations, omissions, or insertions as are permitted or required by this Eighteenth Supplement.

Section 7. ESTABLISHMENT OF FINANCING SYSTEM AND ISSUANCE OF PARITY OBLIGATIONS. By adoption of the Master Resolution, the Board has established the Revenue Financing System for the purpose of providing a financing structure for revenue supported indebtedness of participants in the Revenue Financing System. The Master Resolution is intended to establish a master plan under which revenue supported debt of the Revenue Financing System can be incurred. This Eighteenth Supplement provides for the authorization, issuance, sale, delivery, form, characteristics, provisions of payment and redemption, and security of the Bonds which are Parity Obligations issued under the terms of the Master Resolution. The Master Resolution is incorporated herein by reference and as such made a part hereof for all purposes, except to the extent modified and supplemented hereby, and the Bonds are hereby declared to be Parity Obligations under the Master Resolution. As required by Section 5(a) of the Master Resolution, the Board hereby determines, in connection with the issuance of the Bonds, that it will have sufficient funds to meet the financial obligations of each participant in the Revenue Financing System (currently TTU, the Health Sciences Center, ASU and HSC El Paso), including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Revenue Financing System and to meet all financial obligations of the Board relating to the Revenue Financing System. Furthermore, the Board hereby determines that TTU, ASU and HSC El Paso each possess the financial capability to satisfy its respective Direct Obligation after taking into account the payment of the Annual Debt Service Requirements on the Bonds.

Section 8. SECURITY AND PAYMENTS. The Bonds are special obligations of the Board payable from and secured solely by the Pledged Revenues pursuant to the Master Resolution and this Eighteenth Supplement. The Pledged Revenues are hereby pledged, subject to the liens securing the Prior Encumbered Obligations, if any, to the payment of the principal of, premium, if any, and interest on the Bonds as the same shall become due and payable. The Board agrees to pay the principal of, premium, if any, and the interest on the Bonds when due, whether by reason of maturity or redemption.

Section 9. PAYMENTS TO PAYING AGENT/REGISTRAR. Semiannually on or before each principal or interest payment date while any of the Bonds are outstanding and unpaid, commencing on the first interest payment date for the Bonds, the Board shall make available to the Paying Agent/Registrar, money sufficient to pay such interest on and such principal of the Bonds as will accrue or mature, or be subject to mandatory redemption prior to maturity, on such principal, redemption, or interest payment date. The Paying Agent/Registrar shall cancel all paid Bonds and shall furnish the Board with an appropriate certificate of cancellation.

Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) ***Replacement Bonds.*** In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same Series, principal amount, maturity, and interest rate, and in the same form, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) ***Application for Replacement Bonds.*** Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the applicant shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) ***Payment in Lieu of Replacement.*** Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) ***Charge for Issuing Replacement Bonds.*** Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or

destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Eighteenth Supplement equally and proportionately with any and all other Bonds duly issued under this Eighteenth Supplement.

(e) ***Authority for Issuing Replacement Bonds.*** In accordance with Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without the necessity of further action by the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(f) hereof for Bonds issued in exchange and replacement for other Bonds.

Section 11. AMENDMENT OF SUPPLEMENT.

(a) ***Amendments Without Consent.*** This Eighteenth Supplement and the rights and obligations of the Board and of the owners of the Bonds may be modified or amended at any time without notice to or the consent of any owner of the Bonds or any other Parity Obligations, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the Board contained in this Eighteenth Supplement, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the Board in this Eighteenth Supplement;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Eighteenth Supplement, upon receipt by the Board of an opinion of nationally-recognized bond counsel, that the same is needed for such purpose, and will more clearly express the intent of this Eighteenth Supplement;

(iii) To supplement the security for the Bonds, replace or provide additional credit facilities, or change the form of the Bonds or make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate Parity Obligations, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Parity Obligations;

(v) To make such changes, modifications or amendments as are permitted by Section 19(d)(vi) of this Eighteenth Supplement;

(vi) To make such changes, modifications or amendments as may be necessary or desirable, which shall not adversely affect the interests of the owners of the Outstanding Parity Obligations, in order, to the extent permitted by law, to facilitate the

economic and practical utilization of Credit Agreements with respect to the Parity Obligations; or

(vii) To make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of Outstanding Parity Obligations.

Notice of any such amendment may be published by the Board in the manner described in subsection (c) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory resolution and the failure to publish such notice shall, not adversely affect the implementation of such amendment as adopted pursuant to such amendatory resolution.

(b) *Amendments With Consent.* Subject to the other provisions of this Eighteenth Supplement, the owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than amendments described in subsection (a) of this Section, to this Eighteenth Supplement which may be deemed necessary or desirable by the Board; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the Outstanding Bonds, the amendment of the terms and conditions in this Eighteenth Supplement or in the Bonds so as to:

- (i) Make any change in the maturity of the Outstanding Bonds;
- (ii) Reduce the rate of interest borne by Outstanding Bonds;
- (iii) Reduce the amount of the principal payable on Outstanding Bonds;
- (iv) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;
- (v) Affect the rights of the owners of less than all Bonds then Outstanding; or
- (vi) Change the minimum percentage of the Outstanding Principal Amount of Bonds necessary for consent to such amendment.

(c) *Notice.* If at any time the Board shall desire to amend this Eighteenth Supplement other than pursuant to subsection (a) of this Section, the Board shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in The City of New York, New York once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Registrar for inspection by all owners of Bonds. Such publication is not required, however, if the Board gives or causes to be given such notice in writing to each owner of Bonds.

(d) *Receipt of Consents.* Whenever at any time not less than thirty days, and within one year, from the date of the first publication of such notice or other service of written notice of the proposed amendment the Board shall receive an instrument or instruments executed by all of

the owners or the owners of at least a majority in Outstanding Principal Amount of Bonds, as appropriate, which instrument or instruments shall refer to the proposed amendment described in such notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory resolution in substantially the same form.

(e) ***Effect of Amendments.*** Upon the adoption by the Board of any resolution to amend this Eighteenth Supplement pursuant to the provisions of this Section, this Eighteenth Supplement shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the Board and all the owners of then Outstanding Bonds and all future Bonds shall thereafter be determined, exercised, and enforced under the Master Resolution and this Eighteenth Supplement, as amended.

(f) ***Consent Irrevocable.*** Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Registrar and the Board, but such revocation shall not be effective if the owners of a majority in Outstanding Principal Amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(g) ***Ownership.*** For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the registration books kept by the Registrar therefor. The Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Registrar.

Section 12. DEFEASANCE. That in accordance with the provisions of Section 1207.033, Texas Government Code, the Board may call for redemption, at a date earlier than their scheduled maturities, those Bonds which have been defeased to their maturity date. Notwithstanding any other provision of this Eighteenth Supplement to the contrary, it is hereby provided that any determination not to redeem Bonds defeased under the terms of this Eighteenth Supplement that is made in conjunction with the payment arrangements specified in the Master Resolution shall not be irrevocable, provided that, in the proceedings providing for such payment arrangements, the Board (1) expressly reserves the right to call Bonds so defeased for redemption; (2) gives notice of the reservation of that right to the owners of the Bonds so defeased immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

Section 13. EIGHTEENTH SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Eighteenth Supplement shall be deemed to be and shall constitute a contract between the Board and the Holders from time to time of the Bonds and the pledge made in this Eighteenth Supplement by the Board and the covenants and agreements set forth in this Eighteenth Supplement to be performed by the Board shall be for the equal and proportionate benefit, security, and protection

of all Holders, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Eighteenth Supplement.

Section 14. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

Section 15. PAYMENT AND PERFORMANCE ON BUSINESS DAYS. Except as provided to the contrary in the FORM OF BONDS, whenever under the terms of this Eighteenth Supplement or the Bonds, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Bonds, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Bonds, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 16. LIMITATION OF BENEFITS WITH RESPECT TO THE EIGHTEENTH SUPPLEMENT. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Eighteenth Supplement or the Bonds is intended or should be construed to confer upon or give to any person other than the Board, the Holders, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Eighteenth Supplement or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Eighteenth Supplement and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Board, the Holders, and the Paying Agent/Registrar as herein and therein provided.

Section 17. CUSTODY, APPROVAL, BOND COUNSEL'S OPINION, CUSIP NUMBERS, PREAMBLE AND INSURANCE.

(a) *Submission of Proceedings to Attorney General.* The Pricing Officer is hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and approval by the Attorney General of the State of Texas of the proceedings authorizing the Bonds in accordance with Chapter 1371. The Pricing Officer is hereby authorized, to the extent deemed necessary or advisable thereby, in the discretion thereof, to request that the Attorney General approve the Bonds in accordance with the provisions of Chapter 1202, Texas Government Code, in which case the Pricing Officer also is authorized to request the Comptroller of Public Accounts to register the Bonds, and to cause an appropriate legend reflecting such approval and registration to appear on the Bonds and the substitute Bonds. The Board hereby authorizes the payment of the fee of the Attorney General

for the examination of the proceedings relating to the issuance of the Bonds, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code. The approving legal opinion of bond counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds and on any Bonds issued and delivered in exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. The preamble to the Eighteenth Supplement is hereby adopted and made a part of this Eighteenth Supplement for all purposes.

(b) Bond Insurance. If authorized in a Pricing Certificate, the purchase of a municipal bond insurance policy from a municipal bond insurance provider that has an underlying rating of “AA” (or its equivalent) or better at the time a Bond Purchase Contract is executed (the “Bond Insurer”) as additional security for all or part of a series of Bonds is hereby authorized. The printing of a legend describing the municipal bond insurance policy issued by the Bond Insurer is hereby authorized. The payment of the premium to the Bond Insurer in consideration for the issuance of such policy, should one be so obtained, is hereby approved. The Insurance Commitment issued by the Bond Insurer shall be made a part hereof for all purposes. In addition, it is agreed that should such policy be obtained, the Board will comply with the conditions applicable to the Bonds, as set forth in the Insurance Commitment issued by the Bond Insurer, as if such conditions were incorporated in this Eighteenth Supplement, and will pay to the Paying Agent/Registrar for the Bonds the debt service due on the Bonds so insured by the Bond Insurer not later than one Business Day prior to each principal or interest payment date of the Bonds. In the event such policy is obtained, the Pricing Officer is hereby instructed to provide notice to the Bond Insurer in the event such payment is not made to the Paying Agent/Registrar on or before the Business Day before the scheduled principal or interest payment date; failure to make such payment to the Paying Agent/Registrar on or before the Business Day before the scheduled principal or interest payment date shall not constitute a default under the terms of this Eighteenth Supplement.

Section 18. OFFICIAL STATEMENT. Prior to execution of a Bond Purchase Contract, the Pricing Officer, acting for and on behalf of the Board, shall cause a preliminary Official Statement to be prepared for distribution by the Underwriters to prospective purchasers of the Bonds sold under the terms of such Purchase Contract, such document to be in substantially the form utilized in connection with the sale of Parity Obligations previously issued by the Board, with such changes and completions as the Pricing Officer may deem necessary or appropriate to enable the Pricing Officer, acting for and on behalf of the Board, to deem the preliminary Official Statement to be final as of its date, except for such omissions as are permitted by the Rule. The use of such deemed final Official Statement in the offer and sale of the Bonds is hereby approved. Within seven (7) business days after the execution of a Bond Purchase Contract, the Board Representative, acting for and on behalf of the Board, shall cause a final Official Statement to be provided to the Underwriters in compliance with the Rule and the rules of the MSRB.

Section 19. CONTINUING DISCLOSURE OBLIGATION.

(a) Annual Reports. (i) The Board shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2020, financial information and

operating data with respect to the Board of the general type included in the final Official Statement approved by Section 18 hereof, being the information described in **Exhibit C** hereto, and (2) if not provided as part such financial information and operating data, audited financial statements of the Board, when and if available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in **Exhibit C** hereto, or such other accounting principles as the Board may be required to employ from time to time pursuant to state law or regulation, and audited, if the Board commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, the Board will provide unaudited financial information of the type included in the Official Statement by the required time and audited financial statements when and if such audited financial statements become available. If audited financial statements are not prepared for any Fiscal Year and audited financial statements are prepared with respect to the State of Texas for such Fiscal Year, the Board shall provide, or cause to be provided, the audited financial statements of the State of Texas for the applicable Fiscal Year to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of such Fiscal Year or as soon thereafter as such audited financial statements become available from the State Auditor of the State of Texas. Any such audited financial statements of the State of Texas so provided shall be prepared in accordance with generally accepted accounting principles for state governments, as such principles may be changed from time to time to comply with state law.

(ii) If the Board changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Board otherwise would be required to provide financial information and operating data pursuant to this Section.

(iii) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(b) Notice of Certain Events. The Board shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the Board, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional Paying Agent/Registrar or the change of name of a Paying Agent/Registrar, if material;
15. Incurrence of a Financial Obligation of the Board, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Board, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Board, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person, and (b) the Board intends the words used in the immediately preceding paragraphs 15 and 16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The Board shall notify the MSRB, in a timely manner, of any failure by the Board to provide financial information or operating data in accordance with this Section by the time required by this Section.

As used in this Section, the term “obligated person” shall mean any person, including the Board, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

(c) ***Filings with the MSRB.*** All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(d) ***Limitations, Disclaimers, and Amendments.*** (i) The Board shall be obligated to observe and perform the covenants specified in this Section with respect to the Board and the Bonds while, but only while, the Board remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Board in any event will give notice required by subsection (b) hereof of any Bond calls and defeasance that cause the Board to be no longer such an “obligated person”.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Board undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the Board or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Board does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE BOARD BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE BOARD, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

(iv) No default by the Board in observing or performing its obligations under this Section shall constitute a breach of or default under this Eighteenth Supplement for purposes of any other provision of this Eighteenth Supplement.

(v) Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Board under federal and state securities laws.

(vi) Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the Board from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Board, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule,

taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Board (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the registered owners and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the Board if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Board's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the Board so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 20. FEDERAL TAX COVENANTS. With respect to any Bonds issued hereunder as Tax-Exempt Bonds, the Board covenants to take any action to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Board covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith (taking into account an allocable share of neutral costs including costs of issuance and amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if lesser, \$15,000,000; and if more than such amount of the proceeds are so used, that amounts or revenues, whether or not received by the Board, allocable to such property, do not, under the terms of this Eighteenth Supplement or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, or if lesser, \$15,000,000 in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the projects financed therewith (taking into account an allocable share of neutral costs) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (taking into account an allocable share of neutral costs) is directly or indirectly used to finance loans

to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Tax-Exempt Bonds being “federally guaranteed” within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with:

(1) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of three years or, in the case of a current refunding, of 90 days or less, until such proceeds are needed for the purpose for which the bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund as defined in Section 1.148-1(f) of the Treasury Regulations;

(g) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and section 149(d) of the Code (which prohibits tax-exempt advance refundings of prior tax-exempt obligations);

(h) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the “Rebate Amount,” within the meaning of section 1.148-1(b) of the Regulations and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the Rebate Amount then required to be paid under section 148(f) of the Code;

(i) except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, to not enter into any transaction that reduces the Rebate Amount required to be paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield of the Tax-Exempt Bonds not been relevant to either party; and

(j) to timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

For purposes of the foregoing clauses (a) and (b) above, the Board understands that the term “proceeds” includes investment proceeds and “disposition proceeds” as defined in the Treasury Regulations and, in the case of a refunding bond, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of the issuance of the Tax-Exempt Bonds. It is the understanding of the Board that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the Board will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the Board agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In furtherance of the foregoing, the Pricing Officer may execute any certificates or other reports required by the Code and to make such elections, on behalf of the Board, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds.

In order to facilitate compliance with the above clause (h), a “Rebate Fund” is hereby established by the Board for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered owners of the Tax-Exempt Bonds. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

The Board hereby directs and authorizes the Chancellor and the Chief Financial Officer of TTUS, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Treasury Regulations, as they deem necessary or appropriate in connection with the Tax-Exempt Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

Section 21. ADDITIONAL TAX COVENANTS REGARDING USE OF PROPERTY.

(a) *Allocation of, and Limitation on, Expenditures for the Project.* The Board covenants to account for the expenditure of proceeds from the sale of the Tax-Exempt Bonds and any investment earnings thereon to be used for the projects described in the certificate executed by the Pricing Officer in accordance with the provisions of Section 2(b) hereof (each such project referred to herein and subsection (b) of this Section 21 as a “Project”) on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (a) the expenditure on a Project is made or (b) each such Project is completed. The foregoing notwithstanding, the Board shall not expend such proceeds or investment earnings more than 60

days after the later of (a) the fifth anniversary of the date of delivery of the Tax-Exempt Bonds or (b) the date the Tax-Exempt Bonds are retired, unless the Board obtains an opinion of nationally-recognized bond counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Bonds.

(b) ***Disposition of Project.*** The Board covenants that the property constituting a Project will not be sold, or otherwise disposed in a transaction resulting in the receipt by the Board of cash or other compensation, unless the Board obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course of an established governmental program meeting the requirements of section 1.141-2(d)(4) of the Treasury Regulations shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the Board shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 22. SALE OF BONDS.

(a) ***Underwriters.*** The Pricing Officer is directed to select, on behalf of the Board, the senior managing underwriter and the other Underwriters for each series of Bonds to be issued hereunder to assure that the Bonds are sold on the most advantageous terms to the Board. In accordance with the terms hereof, including the specified parameters of Section 3(d), the Pricing Officer is directed to negotiate with the Underwriters all matters relating to the sale of the Bonds, including determining and fixing the date of the Bonds, the number of series, any additional designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, and the aggregate principal amount of the Bonds or any series thereof, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Board, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of each series of Bonds, including, without limitation, the possible use of municipal bond insurance for any series of Bonds and the use or uses of premium, if any, received as a part of the purchase price for Bonds.

(b) ***Bond Purchase Contract.*** The Bond Purchase Contract shall be in substantially the form utilized in connection with the sale of Bonds previously issued by the Board for comparable purposes. A Bond Purchase Contract shall contain the terms of the sale of the Bonds, as negotiated by the Pricing Officer in accordance with the terms hereof. The actual sale of each series of Bonds, and the applicable Bond Purchase Contract setting forth the terms of such sale shall be approved in the applicable Pricing Certificate. The Pricing Officer is hereby authorized and directed to sign each Bond Purchase Contract in the final form approved by the Pricing Officer. The Pricing Officer's approval of a Bond Purchase Contract shall be conclusively evidenced by the execution thereof by a Pricing Officer.

(c) **Ratings.** No Bonds shall be delivered unless prior to delivery, the particular series or subseries of Bonds shall have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371.

(d) **Payment of Attorney General Fee; Bond Review Board Approval.** The Board hereby authorizes the payment of the fee of the Attorney General for the examination of the proceedings relating to the issuance of one or more series of the Bonds, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code. To the extent required by applicable State law, the Bonds shall be approved by the Texas Bond Review Board prior to issuance.

(e) **Effect of Determination Made by Pricing Officer.** A finding or determination made by the Pricing Officer acting under the authority delegated thereto by this Eighteenth Supplement with respect to all matters relating to the issuance and sale of the Bonds shall have the same force and effect as if made by the Board.

Section 23. REFUNDING.

(a) **Refunded Obligations.** The principal amount of Bonds, if any, issued to refund all or portion of the Refundable Obligations, and the Refunded Obligations to be refunded, shall be specifically identified in the applicable Pricing Certificate. The Pricing Officer, acting for and on behalf of the Board, may elect not to refund any or all of the Refundable Obligations. In the event Bonds are to be sold for the purpose of refunding all or a portion of the Refundable Obligations, then on or before the date of delivery of the Bonds, the Pricing Officer shall execute and deliver a certificate stating that the minimum amount of net present value savings resulting from the refunding of the Refunded Obligations herein established has been met or exceeded.

(b) **Refunded Commercial Paper Notes.** The principal amount of Bonds, if any, issued to refund Refunded Commercial Paper Notes shall be specifically identified in the applicable Pricing Certificate. Concurrently with the delivery of the Bonds, proceeds in the amount of the principal amount of the Refunded Commercial Paper Notes that are to be refunded with a portion of the proceeds from the sale of the Bonds shall be deposited to the credit of the "Note Payment Fund," established in accordance with the provisions of the Fifth Supplement, to refund those Refunded Commercial Paper Notes designated by the Pricing Officer to be refunded and retired with a portion of the proceeds of the Bonds.

Section 24. REDEMPTION OF REFUNDED OBLIGATIONS. The Pricing Officer is hereby authorized to take such actions, consistent with the resolutions authorizing the issuance of the Refunded Obligations, that may be required to redeem prior to their scheduled maturities any of the Refunded Obligations. Upon the execution of the Bond Purchase Contract, the Pricing Officer may implement, on behalf of the Board, the redemption of any of the Refunded Obligations so designated in the Bond Purchase Contract, and that the redemption date for any of the Refunded Obligations shall be the first available call date provided for in the proceedings authorizing the issuance of any such Refunded Obligations.

Section 25. ESCROW AGREEMENT. The Board shall cause to be deposited with the Escrow Agent (as named in the hereinafter described Escrow Agreement) or directly with the paying agent for or holder of the Refunded Obligations, from the proceeds received from the sale of any series of Bonds and other available moneys of the Board, an amount sufficient to provide for the refunding of the Refunded Obligations in accordance with Chapter 1207, to the extent Bonds are sold for such purpose. If required to establish firm banking arrangements with respect to the Refunded Obligations, the Pricing Officer is hereby authorized, for and on behalf of the Board, to execute and deliver one or more Escrow Agreements or deposit agreements with respect to the refunding of the Refunded Obligations, in the form approved by the Pricing Officer, with such changes as the Pricing Officer deems necessary to effect the sale of the Bonds to the Underwriters.

Section 26. FURTHER PROCEDURES. The Pricing Officer, and all other officers, employees, and agents of the Board, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Eighteenth Supplement, the Bonds, the sale and delivery of the Bonds and fixing all details in connection therewith, and to approve any Official Statement, or supplements thereto, in connection with the Bonds. In case any officer whose signature shall appear on the Bonds or any documents authorized in this Eighteenth Supplement shall cease to be such officer before the delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 27. REPEAL OF CONFLICTING RESOLUTIONS. All resolutions and all parts of any resolutions (other than the Master Resolution), including any resolutions specifying other sources of funding for the projects listed on Schedule II, which are in conflict or inconsistent with this Eighteenth Supplement are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency.

Section 28. RULES OF CONSTRUCTION. For all purposes of this Eighteenth Supplement, unless the context requires otherwise, all references to designated Sections and other subdivisions are to the Sections and other subdivisions of this Eighteenth Supplement. The words “herein,” “hereof and “hereunder” and other words of similar import refer to this Eighteenth Supplement as a whole and not to any particular Section or other subdivision. Except where the context otherwise requires, terms defined in this Eighteenth Supplement to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Eighteenth Supplement is adopted by the Board and any future amendments thereto or successor provisions thereof. Any reference to the payment of principal in this Eighteenth Supplement shall be deemed to include the payment of mandatory sinking fund redemption payments. Any reference to “FORM OF BOND” shall refer to the form of the Bonds set forth in Exhibit B to this Eighteenth Supplement, as finalized in the applicable Pricing Certificate.

Section 29. PUBLIC NOTICE. It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting at which this Eighteenth Supplement was adopted; that this Eighteenth Supplement would be introduced and considered for adoption at such meeting; and that such meeting was open to the public, and public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

[The remainder of this page intentionally left blank.]

SCHEDULE I

LIST OF REFUNDABLE OBLIGATIONS

Any outstanding maturities of the following obligations:

**TTUS Revenue Financing System
Refunding and Improvement Bonds, Fourteenth Series (2012A)**

<u>Original Dated Date</u>	<u>Original Maturity</u>	<u>Original Principal</u>	<u>Principal Outstanding</u>	<u>Proposed Call Date*</u>
2/1/2012	8/15/2041	163,240,000	80,665,000	8/15/2021

*The 2022-2032, 2037, and 2041 maturities may be redeemed prior to stated maturity on August 15, 2021 or any date thereafter at par plus accrued interest.

**TTUS Revenue Financing System
Refunding and Improvement Bonds, Fifteenth Series (Taxable 2012B)**

<u>Original Dated Date</u>	<u>Original Maturity</u>	<u>Original Principal</u>	<u>Principal Outstanding</u>	<u>Proposed Call Date*</u>
2/1/2012	8/15/2031	27,585,000	17,440,000	8/15/2021

*The 2022-2027 and 2031 maturities may be redeemed prior to stated maturity on August 15, 2021 or any date thereafter at par plus accrued interest.

SCHEDULE II

ELIGIBLE PROJECTS

The acquisition, purchase, construction, improvement, renovation, enlargement and/or equipping of property, buildings, structures, facilities, roads and related infrastructure of TTUS including the following facilities:

1. ASU Residence Halls, Centennial Village;
2. ASU Food Service Center;
3. ASU University Museum, including art classrooms;
4. TTU Dustin R. Womble Basketball Practice Facility;
5. TTU Cash Family Sports Nutrition Center;
6. TTU School of Veterinary Medicine Facilities;
7. HSC El Paso Oral Health Clinic;
8. HSC El Paso School of Dental Medicine Learning Facilities; and
9. Other capital projects throughout the TTUS.

EXHIBIT A

DEFINITIONS

As used in this Eighteenth Supplement the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

The term “*ASU*” shall mean Angelo State University, a component institution of TTUS.

The term “*Authorized Denominations*” shall mean Authorized Denominations as defined in Section 2 of this Eighteenth Supplement.

The term “*Board*” shall mean the Board of Regents of Texas Tech University System.

The term “*Bond Purchase Contract*” shall mean any bond purchase agreement, between the Board and the Underwriters pertaining to the purchase of any series of Bonds by the Underwriters.

The term “*Bonds*” shall mean each series of Bonds, and all substitute bonds exchanged therefor, and all other substitute and replacement bonds issued pursuant to this Eighteenth Supplement; and the term “*Bond*” means any of the Bonds.

The term “*Business Day*” shall mean any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in the City of New York, New York or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

The term “*Chapter 1207*” shall mean Chapter 1207, Texas Government Code, as amended.

The term “*Chapter 1371*” shall mean Chapter 1371, Texas Government Code, as amended.

The term “*Chief Financial Officer*” shall mean the Chief Financial Officer of TTUS so appointed by the Board or by the Chancellor of TTUS.

The term “*Code*” shall mean the Internal Revenue Code of 1986, as amended.

The term “*Commercial Paper Notes*” shall mean the Board of Regents of Texas Tech University Revenue Financing System Commercial Paper Notes, Series A, issued pursuant to the provisions of the Master Resolution and the Fifth Supplement.

The term “*Designated Trust Office*” shall have the meaning ascribed to such term in Section 5(b) of this Eighteenth Supplement.

The term “*DTC*” shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

The term “*DTC Participant*” shall mean securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term “*Eighteenth Supplement*” shall mean this Eighteenth Supplemental Resolution adopted by the Board on May 14, 2020, authorizing the sale of the Bonds.

The term “*Escrow Agent*” shall mean one or more banking institutions named in each Escrow Agreement and chosen in a manner consistent with the legal requirements set forth in Chapter 1207.

The term “*Escrow Agreement*” shall mean one or more escrow agreements between the Board and the Escrow Agent, dated as of date of the Bond Purchase Contract, and executed for the benefit of the owners and holders of the Refunded Obligations.

The term “*Fifteenth Series Bonds*” shall mean the Board of Regents of Texas Tech University System Revenue Financing System Refunding Bonds, Fifteenth Series (Taxable 2012B) authorized by the Fifteenth Supplement.

The term “*Fifteenth Supplement*” shall mean the Fifteenth Supplemental Resolution adopted by the Board on December 16, 2011, authorizing the Fifteenth Series Bonds.

The term “*Fifth Supplement*” shall mean the amended and restated fifth supplemental resolution adopted by the Board on August 8, 2008, authorizing the Commercial Paper Notes.

The term “*Financial Obligation*” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The term “*Fourteenth Series Bonds*” shall mean the Board of Regents of Texas Tech University System Revenue Financing System Refunding and Improvement Bonds, Fourteenth Series (2012A) authorized by the Fourteenth Supplement.

The term “*Fourteenth Supplement*” shall mean the Fourteenth Supplemental Resolution adopted by the Board on December 16, 2011, authorizing the Fourteenth Series Bonds.

The term “*Health Sciences Center*” shall mean the Texas Tech University Health Sciences Center, a component institution of TTUS.

The term “*HSC El Paso*” shall mean the Texas Tech University Health Sciences Center at El Paso, a component institution of TTUS.

The term “*MAC*” shall mean the Municipal Advisory Council of Texas.

The term “*Master Resolution*” shall mean the Master Resolution Establishing The Revenue Financing System under the Authority and Responsibility of the Board of Regents of Texas Tech University, adopted by the Board on October 21, 1993, as amended on November 8, 1996 and on August 22, 1997.

The term “*Maturity*” shall mean the date on which the principal of a Bond becomes due and payable as therein and herein provided, whether at Stated Maturity, by redemption, declaration of acceleration, or otherwise.

The term “*MSRB*” shall mean the Municipal Securities Rulemaking Board.

The term “*Official Statement*” shall mean the official statement prepared with respect to the offer and sale of the Bonds as authorized by Section 18 hereof.

The term “*Parity Obligations*” shall mean the outstanding parity revenue obligations issued by the Board in accordance with the terms of the Master Resolution and secured by the Revenue Financing System, namely as of the date of this Eighteenth Supplement, the Commercial Paper Notes, the Thirteenth Series Note, the Fourteenth Series Bonds, the Fifteenth Series Bonds, the Sixteenth Series Bonds, the Seventeenth Series Bonds, the Series 2017 Bonds, and, when delivered, the Bonds authorized to be issued hereunder in one or more series.

The terms “*Paying Agent/Registrar*,” “*Paying Agent*” or “*Registrar*” shall mean the agent appointed pursuant to Section 5 of this Eighteenth Supplement, or any successor to such agent.

The term “*Pricing Certificate*” shall mean one or more certificates executed by the Pricing Officer in accordance with Section 3(b) of this Eighteenth Supplement.

The term “*Pricing Officer*” shall mean the Chancellor and the Chief Financial Officer of TTUS, each acting in such capacity severally and not jointly.

The term “*Record Date*” shall mean, with respect to the Bonds, the last business day of each month preceding an interest payment date.

The term “*Refundable Obligations*” shall mean those obligations identified in Schedule I to this Eighteenth Supplement.

The term “*Refunded Commercial Paper Notes*” shall mean those Commercial Paper Notes refunded by an issuance of one or more series of Bonds issued hereunder, as identified in a certificate of the Chief Financial Officer executed pursuant to the terms of this Eighteenth Supplement.

The term “*Refunded Obligations*” shall mean those Refundable Obligations identified in a Pricing Certificate to be refunded with proceeds from the sale of one or more series of the Bonds.

The term “*Registration Books*” shall mean the books or records relating to the registration, payment, and transfer or exchange of the Bonds maintained by the Paying Agent/Registrar pursuant to Section 5 of this Eighteenth Supplement.

The term “*Regulations*” shall mean all applicable temporary, proposed and final regulations and procedures promulgated under the Code or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code.

The term “*Revenue Financing System*” shall mean the revenue financing system of TTUS as established by the Board pursuant to the Master Resolution.

The term “*Rule*” shall mean SEC Rule 15c2-12, as amended from time to time.

The term “*SEC*” shall mean the United States Securities and Exchange Commission.

The term “*Series 2017 Bonds*” shall mean the Board of Regents of Texas Tech University System Revenue Financing System Refunding and Improvement Bonds, Series 2017A and Board of Regents of Texas Tech University System Revenue Financing System Refunding and Improvement Bonds, Taxable Series 2017B authorized by the Seventeenth Supplement.

The term “*Seventeenth Series Bonds*” shall mean the Board of Regents of Texas Tech University System Revenue Financing System Refunding and Improvement Bonds, Seventeenth Series (Taxable 2015B) authorized by the Sixteenth Supplement.

The term “*Seventeenth Supplement*” shall mean the Seventeenth Supplemental Resolution adopted by the Board on December 16, 2016, authorizing the sale of the Series 2017 Bonds.

The term “*Sixteenth Series Bonds*” shall mean the Board of Regents of Texas Tech University System Revenue Financing System Refunding and Improvement Bonds, Sixteenth Series (2015A) authorized by the Sixteenth Supplement.

The term “*Sixteenth Supplement*” shall mean the Sixteenth Supplemental Resolution adopted by the Board on December 12, 2014, authorizing the sale of the Sixteenth Series Bonds and the Seventeenth Series Bonds.

The term “*Tax-Exempt Bonds*” shall mean the Bonds issued hereunder as obligations described in section 103 of the Code, the interest on which is not includable in the “gross income” of the holder for purposes of federal income taxation.

The term “*Thirteenth Series Note*” shall mean the note, in one or more designated series, as authorized by the Thirteenth Supplement.

The term “*Thirteenth Supplement*” shall mean the Thirteenth Supplemental Resolution adopted by the Board on September 12, 2008, authorizing the sale of the Thirteenth Series Note.

The term “*TTU*” shall mean Texas Tech University, a component institution of TTUS.

The term “*TTUS*” shall mean the Texas Tech University System, under the governance of the Board.

The term “*Underwriters*” shall mean those investment banking firms designated by the Pricing Officer in accordance with Section 22(a) hereof to purchase one or more series of Bonds pursuant to a Bond Purchase Contract.

All terms not herein defined shall have the meanings given to such terms by the Master Resolution or as otherwise defined in this Eighteenth Supplement.

[The remainder of this page intentionally left blank.]

EXHIBIT B

FORM OF BONDS

UNITED STATES OF AMERICA
STATE OF TEXAS
BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM
REVENUE FINANCING SYSTEM
REFUNDING AND IMPROVEMENT BOND,
[TAXABLE] SERIES 2020__

NO. R-__			PRINCIPAL AMOUNT
			\$ _____
INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
%	_____, 20__	_____, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM (the "Issuer"), being an agency and political subdivision of the State of Texas, hereby promises to pay to the Registered Owner, specified above, or the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount, specified above, and to pay interest thereon, calculated on the basis of a 360-day year composed of twelve 30-day months, from the Bond Date, specified above, to the Maturity Date, specified above, or the date of redemption prior to maturity, at the interest rate per annum, specified above; with interest being payable on _____ 15, 20__, and semiannually on each February 15 and August 15 thereafter, except that if the date of authentication of this Bond is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges, solely from funds of the Issuer required by the resolution authorizing the issuance of the Bonds to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, initially at the corporate trust office in _____, Texas, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Trust Office") of _____, which is the "Paying Agent/Registrar" for this Bond. The

payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described; provided, that upon the written request of any owner of not less than \$1,000,000 in principal amount of Bonds provided to the Paying Agent/Registrar not later than the Record Date immediately preceding an interest payment date, interest due on such Bonds on such interest payment date shall be made by wire transfer to any designated account within the United States of America. In addition, interest may be paid by such other method, as shall be acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner hereof. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for redemption and payment at the Designated Trust Office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined by a book entry at a securities depository for the Bonds, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the Issuer and the securities depository. Terms used herein and not otherwise defined have the meaning given in the Bond Resolution (hereinafter defined).

THIS BOND is one of a series of bonds authorized in the aggregate principal amount of \$_____ pursuant to an Eighteenth Supplemental Resolution to the Master Resolution adopted May 14, 2020, and pursuant to the Master Resolution referred therein (collectively, the "Bond Resolution") **FOR THE PURPOSE OF (i) ACQUIRING, PURCHASING, CONSTRUCTING, IMPROVING, RENOVATING, ENLARGING OR EQUIPPING PROPERTY, BUILDINGS, STRUCTURES, FACILITIES, ROADS, OR RELATED INFRASTRUCTURE FOR TTUS, (ii) REFUNDING THE REFUNDED OBLIGATIONS, (iii) REFUNDING THE REFUNDED COMMERCIAL PAPER NOTES AND (iv) PAYING THE COSTS RELATED THERETO.**

ON _____, or on any date thereafter, the Bonds of this series scheduled to mature on and after _____ may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portion thereof), to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the par value thereof and accrued-interest to the date fixed for redemption; provided that during any period in which ownership of the Bonds is determined by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

BONDS MATURING _____ are “Term Bonds” and are subject to mandatory redemption at a price equal to the principal amount to be so redeemed and accrued and unpaid interest to the date of redemption, to-wit:

Such Bonds shall be redeemed in part by lot prior to maturity on _____, in the amounts designated below, to-wit:

_____ Years	_____ Amounts
----------------	------------------

* Maturity

THE ISSUER shall redeem Term Bonds by lot, or purchase in the open market Bonds of the same maturity. The Board shall effect the retirement of the Term Bonds required to be retired by mandatory redemption, by either redemption in accordance herewith or prior purchase for cancellation in the open market at a price not exceeding the redemption price. To the extent that Term Bonds have been previously purchased for cancellation or redeemed other than pursuant to a sinking fund redemption payment, each sinking fund payment amount for such Term Bonds shall be reduced, to the extent practicable, by the amount obtained by multiplying the principal amount of such Term Bonds so purchased or redeemed by the ratio which each remaining sinking fund payment amount of such maturity bears to the total remaining sinking fund payment amounts of such maturity, and by rounding each such sinking fund payment amount to the nearest \$5,000 integral multiple. On the maturity date of any Term Bonds, the Board shall effect the payment of the principal of maturing Term Bonds. The foregoing notwithstanding, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, the particular Bonds to be so redeemed shall be selected in accordance with the arrangements between the Board and the securities depository.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, payable in the same manner, in any authorized denomination at the written request of the registered owner, and

in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Resolution.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that such redemption may, at the option of the Board, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Board shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in The City of New York, New York, or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY AUTHORIZED DENOMINATION may be assigned and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond shall be executed by the registered owner or its duly authorized attorney or representative, to evidence the assignment hereof. A new Bond or Bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Bond, may be delivered by the Paying Agent/Registrar in exchange for this Bond, all in the form and manner as provided in the next paragraph hereof for the exchange of other Bonds. The Issuer shall pay the Paying Agent/Registrar's fees and charges, if any, for making such transfer or exchange as provided below, but the one requesting such transfer or exchange shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration or exchange of this Bond or any portion hereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with

respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. The registered owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and, to the extent permitted by law, the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons in the denomination of any integral multiple of \$5,000. As provided in the Bond Resolution, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, in the same form, and bearing interest at the same rate, in any Authorized Denomination as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering, or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that the Series of Bonds of which this Bond is one constitute Parity Obligations under the Bond Resolution; and that the interest on and principal of this Bond, together with the other Bonds of this Series and the other outstanding Parity Obligations are equally and ratably secured by and payable from a lien on and pledge of the Pledged Revenues, subject only to the provisions of, and the lien on and pledge of certain Pledged Revenues to, any outstanding Prior Encumbered Obligations.

THE ISSUER has reserved the right, subject to the restrictions referred to in the Bond Resolution, (i) to issue additional Parity Obligations which also may be secured by and made payable from a lien on and pledge of the aforesaid Pledged Revenues, in the same manner and to the same extent as this Bond, and (ii) to amend the provisions of the Bond Resolution under the conditions provided in the Bond Resolution.

THE REGISTERED OWNER hereof shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation or from any source whatsoever other than specified in the Bond Resolution.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Chair or Vice Chair of the Issuer and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

Secretary/Assistant Secretary
Board of Regents of
Texas Tech University System

Chair/Vice Chair
Board of Regents of
Texas Tech University System

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described in this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____

Paying Agent/Registrar

**FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER
OF PUBLIC ACCOUNTS TO ACCOMPANY THE BONDS
UPON INITIAL DELIVERY**

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond and the proceedings authorizing its issuance have been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner of this Bond, or duly authorized representative or attorney thereof, hereby assigns this Bond to

/ _____ /

(Assignee's Social Security or Taxpayer Identification Number)

(print or typewrite Assignee's name and address, including zip code)

and hereby irrevocably constitutes and appoints

attorney to transfer the registration of this Bond on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: This signature must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: This signature must correspond with the name of the Registered Owner appearing on the face of this Bond, company.

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION OF THE BOARD

The following information is referred to in Section 19 of this Resolution.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the Board to be provided annually in accordance with such Section are the quantitative financial information and operating data pertaining to the Board included in the Official Statement under the caption "DEBT SERVICE REQUIREMENTS," the subcaptions to the caption "TEXAS TECH UNIVERSITY SYSTEM" in Appendix A to the Official Statement entitled "- General Description – Enrollment," "- Admissions and Matriculation," "- Financial Management" and "- Selected Financial Information" and in Appendix B to the Official Statement entitled "TEXAS TECH UNIVERSITY SYSTEM CONSOLIDATED ANNUAL FINANCIAL REPORT".

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, as such principles may be changed from time to time to comply with state law or regulation.

ATTACHMENT

2

**TTUHSC Student Handbook,
Code of Professional Conduct 2020-2021
with proposed revisions
(Consent Item c.)**

TEXAS TECH UNIVERSITY HEALTH
SCIENCES CENTER STUDENT
HANDBOOK

~~Student Handbook~~

CODE OF PROFESSIONAL CONDUCT

202019-20210

~~SCHOOL OF MEDICINE~~

GRADUATE SCHOOL OF BIOMEDICAL SCIENCES

SCHOOL OF HEALTH PROFESSIONS

SCHOOL OF MEDICINE

SCHOOL OF NURSING

~~SCHOOL OF HEALTH PROFESSIONS~~

SCHOOL OF PHARMACY

TABLE OF CONTENTS

STATEMENT OF ACCREDITATION	16
<u>PART I. FOREWORD</u>	7
A. GENERAL POLICY	18
B. TOBACCO-FREE ENVIRONMENT.....	28
C. AUTHORITY.....	28
D. POLICY OF NON-DISCRIMINATION.....	9
E.D. _____ UNIVERSITY NAME, DOCUMENTS, AND RECORDS	29
F.E. _____ DEFINITIONS	29
<u>PART II: CODE OF PROFESSIONAL CONDUCT (“STUDENT CODE”)</u>	13
<u>PART II. CODE OF PROFESSIONAL AND ACADEMIC CONDUCT.....</u>	13
A. GENERAL POLICY	614
B. DISCIPLINARY JURISDICTION	614
C. VIOLATION OF LAW AND TTUHSC DISCIPLINE	614
D. MISCONDUCT.....	715
1. ALCOHOLIC BEVERAGE	715
2. NARCOTICS OR DRUGS.....	715
3. FIREARMS, WEAPONS, AND EXPLOSIVES.....	715
4. THEFT, DAMAGE, OR UNAUTHORIZED USE	715
5. ACTIONS AGAINST MEMBERS OF THE UNIVERSITY COMMUNITY.....	816
6. GAMBLING, WAGERING, OR BOOKMAKING.....	816
7. HAZING	817
8. FALSE ALARMS OR TERRORIST THREATS	917
9. FINANCIAL IRRESPONSIBILITY	917
10. UNAUTHORIZED ENTRY, POSSESSION, OR USE.....	917
11. TRAFFIC AND PARKING.....	1018
12. HOUSING AND DINING SERVICES REGULATIONS.....	18
13. STUDENT RECREATION AND AQUATIC CENTER REGULATIONS.....	18
14.12. FAILURE TO COMPLY WITH REASONABLE DIRECTIONS OR REQUESTS OF UNIVERSITY OFFICIALS...18	18
FAILURE TO COMPLY WITH REASONABLE DIRECTIONS OR REQUESTS OF UNIVERSITY OFFICIAL	10
15.13. FAILURE TO PRESENT STUDENT IDENTIFICATION	1018
16.14. ABUSE, MISUSE OR THEFT OF UNIVERSITY COMPUTER DATA, PROGRAMS, TIME, COMPUTER OR NETWORK EQUIPMENT18	18
ABUSE, MISUSE, OR THEFT OF UNIVERSITY COMPUTER DATA, PROGRAMS, TIME, COMPUTER, OR NETWORK EQUIPMENT	10
17.15. PROVIDING FALSE INFORMATION OR MISUSE OF RECORDS.....	1119
18.16. SKATEBOARD, ROLLER BLADES, OR SIMILAR DEVICES.....	1119
19.17. ACADEMIC MISCONDUCT	1119
20.18. VIOLATION OF PUBLISHED UNIVERSITY POLICIES, RULES, OR REGULATIONS	121
21.19. VIOLATION OF FEDERAL, STATE, AND/OR LOCAL LAW.....	121
22.20. ABUSE OF THE DISCIPLINE SYSTEM	121
E. OTHER PROFESSIONAL AND ETHICAL SCHOOL STANDARDS	1321

1-	GRADUATE SCHOOL OF BIOMEDICAL SCIENCES.....	1321
2-	SCHOOL OF MEDICINE.....	1322
3-	SCHOOL OF NURSING.....	1322
4-	SCHOOL OF PHARMACY.....	1322
5-	SCHOOL OF HEALTH PROFESSIONS.....	1322
F.	DISCIPLINARY PROCEDURES.....	1322
1.	NATURE OF <u>THE</u> PROCEEDINGS.....	1322
2.	PROCEDURAL DEVIATIONS.....	1322
3.	FILING <u>A</u> COMPLAINT.....	1322
4.	STUDENT CONDUCT BOARD HEARINGS.....	1423
G.	SANCTIONS.....	1726
H.	INTERPRETATION AND REVISION.....	1827
PART III. WITHDRAWAL OF CONSENT		29
A.	RECOMMENDATION TO WITHDRAW CONSENT DURING PERIODS OF DISRUPTION.....	1930
B.	CONCURRENCE BY DEAN.....	1930
C.	CONFIRMATION BY PRESIDENT.....	2031
D.	HEARING.....	2031
PART IV. ANTI-DISCRIMINATION		33
<u>PART IV: ANTI-DISCRIMINATION AND SEXUAL MISCONDUCT POLICY AND PROCEDURES (INCLUDING TITLE IX)</u>		33
A.	INTRODUCTION.....	2234
B.	NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY.....	2234
C.	SEXUAL HARASSMENT, SEXUAL ASSAULT, SEXUAL MISCONDUCT, AND TITLE IX POLICY.....	2435
1.	Sexual Harassment, Sexual Assault, Sexual Misconduct and Title IX Policy Overview.....	35
1.	Amnesty.....	36
1.	Sexual Harassment, Sexual Assault, Sexual Misconduct and Title IX Complaint Process Involving Students or Student Organizations.....	37
	 <u>d-a.</u> INTAKE AND INITIAL INQUIRY.....	2637
	 <u>e-b.</u> INFORMAL RESOLUTION.....	2738
	 <u>f-c.</u> INVESTIGATION PROCESS.....	2738
	 <u>g-d.</u> ADMINISTRATIVE RESOLUTION.....	2839
	 <u>h-e.</u> HEARING PROCEDURES.....	2839
	 <u>i-f.</u> APPEAL PROCEDURES.....	3041
	 <u>j-g.</u> FOLLOW UP.....	3142
D.	PREGNANCY.....	3143
PART V. STUDENT RECORDS		44
A.	GENERAL POLICY.....	3145
B.	ADDRESS OF RECORD.....	3245
C.	STUDENT ACCESS TO EDUCATIONAL RECORDS.....	3245
D.	RECORDS NOT ACCESSIBLE TO STUDENTS.....	3346
E.	DISCLOSURE OF EDUCATIONAL RECORDS.....	3346

F. STUDENT’S REQUEST TO AMEND <u>RECORDS</u>	3448
G. RELEASE OF STUDENT DIRECTORY INFORMATION	3549
H. DESTRUCTION OF RECORDS.....	3649
I. LETTERS OF RECOMMENDATION	3650
J. MEDICAL RECORDS	3650

~~PART VI. REGISTRATION OF STUDENT ORGANIZATIONS.~~ PART VI: REGISTRATION OF STUDENT ORGANIZATIONS..... 51

A. CONDITIONS FOR REGISTRATION	3652
B. FACULTY OR STAFF ADVISOR	3753
C. CONDITIONS FOR MAINTAINING REGISTRATION	3753
D. DENIAL OF REGISTRATION.....	3853

~~PART VII. USE OF UNIVERSITY SPACE, FACILITIES, AND AMPLIFICATION EQUIPMENT~~ PART VII: USE OF UNIVERSITY SPACE, FACILITIES, AND AMPLIFICATION EQUIPMENT..... 54

A. EXPRESSIVE ACTIVITIES	38
B. OTHER USES OF TTUHSC SPACE AND ACTIVITIES.....	38

~~PART VIII. SOLICITATIONS, ADVERTISEMENTS AND PRINTED MATERIALS.~~ PART VIII: SOLICITATIONS, ADVERTISEMENTS, AND PRINTED MATERIALS..... 56

~~PART IX. STUDENT TRAVEL POLICY~~ PART IX: STUDENT TRAVEL POLICY..... 58

A. TTUHSC OP 77.08 STUDENT TRAVEL POLICY	3959
B. Travel Using University-owned Vehicles.....	59
C. Travel Using Personal Vehicles	61
D. Policy Concerning Student Releases and Medical Authorization	62
E. Guidelines Concerning Safe Travel Practices	62

~~PART X. MISCELLANEOUS POLICIES.~~ PART X: MISCELLANEOUS POLICIES...... 64

A. MISCELLANEOUS POLICIES.....	43
1. ABSENCES	4365
2. ACADEMIC REQUIREMENTS	4365
3. ADMISSIONS AND APPLICANTS	4365
4. ADDING AND DROPPING <u>A</u> COURSES	4365
5. AFFILIATION	4365
6. ATTENDANCE.....	4365
7. BACTERIAL MENINGITIS	4465
8. REQUIRED IMMUNIZATIONS.....	4567
9. TUBERCULOSIS IN SURVEILLANCE	4667
10. EXPOSURE MANAGEMENT	4667
11. WORKING WITH AFFILIATED ENTITIES-STUDENT DRUG SCREENINGS	4668
12. CREDIT BY EXAM	4870
13. <u>STUDENTS WITH</u> DISABILITIES (STUDENTS)	4870

14.	DISCRIMINATION/EQUAL OPPORTUNITY	4871
15.	EMPLOYMENT GRIEVANCE	4971
16.	EXAMS	4971
17.	FINANCIAL POLICIES	4971
18.	GRADES/GRADING	4972
19.	GRADUATION PROCEDURES	5072
20.	HEALTH SERVICES AND HEALTH INSURANCE INFORMATION	5072
21.	INTERPROFESSIONAL EDUCATION	5073
22.	NOTIFICATION OF STUDENT DEATH	5173
23.	STUDENT COUNSELING SERVICES PROGRAM OF ASSISTANCE FOR STUDENTS	5174
24.	STUDENT EMERGENCY CONTACT INFORMATION	5174
25.	STUDENT PUBLICATIONS	74
26-25.	REGISTRATION	5174
27-26.	RELIGIOUS HOLY DAYS	5275
28-27.	STATE RESIDENCY CLASSIFICATION	5275
29-28.	SEXUAL HARASSMENT POLICY	5275
30-29.	TUITION AND FEES INSTALLMENT PAYMENT OPTIONS	5275
31-30.	TUITION AND FEES REFUND POLICIES	5376

**PART XI. ~~STUDENT COMPLAINT OR GRIEVANCE POLICIES AND PROCEDURES~~PART XI: STUDENT COMPLAINT/
GRIEVANCE POLICIES AND PROCEDURES..... 79**

A.	COMPLAINTS REGARDING THE GENERAL OR ACADEMIC MISCONDUCT OF ANOTHER STUDENT	5580
B.	COMPLAINTS REGARDING DISCRIMINATION	5580
C.	COMPLAINTS REGARDING STUDENT RECORDS	5680
D.	COMPLAINTS REGARDING <u>TTUHSC</u> EMPLOYMENT AT TTUHSC	5680
E.	COMPLAINTS REGARDING GRADES /-OR GRADING	5681
F.	COMPLAINTS REGARDING OTHER TYPES OF MISTREATMENT	5681
G.	OTHER INSTITUTIONAL-LEVEL STUDENT COMPLAINT PROCEDURES	5782
1.	EARLY RESOLUTION	5782
2.	FILING A HEARING REQUEST	5782
3.	HEARING PROCEDURE	5782
4.	COMMITTEE DECISION	5883

**PART XII. ~~CONTACT INFORMATION FOR STUDENT SERVICES PERSONNEL~~PART XII: CONTACT INFORMATION FOR
KEY PERSONNEL..... 84**

STATEMENT OF ACCREDITATION

The Texas Tech University Health Sciences Center ([TTUHSC](#)) is accredited by the ~~Commission on Colleges of the~~ Southern Association of Colleges and Schools [Commission on Colleges](#) to award baccalaureate, masters, doctoral, and professional degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of the Texas Tech University Health Sciences Center. The Commission should be contacted only if there is evidence that appears to support the institution's significant non-compliance with a requirement or standard.

PART I. FOREWARD

A. GENERAL POLICY

~~2-~~ As a comprehensive health sciences center, ~~our~~ [the Texas Tech University Health Sciences Center's \(TTUHSC\)](#) mission is to enrich the lives of others by educating students to become collaborative healthcare professionals, providing excellent patient care, and advancing knowledge through innovative research.

TTUHSC ~~Goals~~ [has five strategic goals:](#)

- ~~• Foster the development of competent healthcare professionals and biomedical researchers.~~
- ~~• Recruit, develop, and retain outstanding employees.~~
- ~~• Advance knowledge and healthcare practice through innovative research and scholarship.~~
- ~~• Promote improved community health through the provision of patient care services and healthcare education.~~
- ~~• Operate effectively and efficiently through maximization of available resources.~~
- [• Provide innovative educational programs that prepare students to be competent and caring healthcare professionals and researchers.](#)
- [• Advance our research portfolio with emphasis on areas of strength and collaboration.](#)
- [• Improve overall health and access to healthcare for communities in our region through the provision of patient care services and community outreach.](#)
- [• Create a sustainable, values-based culture.](#)
- [• Ensure the operations and infrastructure effectively and efficiently support the mission of the institution.](#)

~~3-~~ A [U](#)niversity, like any community, must have regulations and/or standards by which its members abide and procedures by which its components function. The standards should provide order and an atmosphere conducive to intellectual and personal development. This Student Handbook, ~~the~~ [TTUHSC Operating Policies and Procedures](#), and the individual School's catalogs are intended to serve these purposes in the interest of all components of the ~~Texas Tech University Health Sciences Center~~ [TTUHSC](#).

~~4-~~ The [University-TTUHSC](#) has a responsibility to maintain order within the [U](#)niversity community and to discipline those who violate its standards, rules, and/or policies. Enrollment requires students to share this responsibility. Students agree to abide by the standards, rules and/or policies set forth in this Student Handbook, the [TTUHSC Operating Policies and Procedures](#), and the individual Schools' catalogs and any other official University publications. Registered student organizations are required to follow all of these standards, rules and policies.

~~5-~~ The Texas Tech University Health Sciences Center (~~TTUHSC or the University~~) reserves the right to change, modify, amend, or rescind, in whole or in part, this Handbook at any time without prior notice. ~~This~~ [The most recent](#) Handbook supersedes —all previous editions. [See updates at www.ttuhscc.edu/student-affairs.](#) The provisions of this Handbook do not constitute a contract, express or implied, between any student or faculty member and Texas Tech University System, TTUHSC, or the TTUHSC School of Medicine, School of Health Professions, School of Pharmacy, School of Nursing, or the Graduate School of Biomedical Sciences. (~~See updates at~~

B. TOBACCO-FREE ENVIRONMENT

As a health care institution, TTUHSC is committed to the establishment and enforcement of a healthier tobacco-free environment. TTUHSC OP 10.19, Tobacco-Free Environment Policy, includes regulation and assessment.

~~1-~~ According to the United States Surgeon General, tobacco use is the single largest preventable cause of premature death and disability. Tobacco users are at substantially increased risk for a number of cancers, cardiovascular disease, and lung disease. Environmental smoke can cause discomfort and disease in non-smokers. Institutions with smokers suffer from lost productivity, conflict, and plant deterioration. ~~(HSC OP 10.19).~~

~~2- As a health care institution, TTUHSC is committed to the establishment and enforcement of a healthier tobacco free environment. TTUHSC OP 10.19, Tobacco Free Environment Policy, includes regulation and assessment.~~

C. AUTHORITY

~~1-~~ The authority to enact and enforce regulations of the University is vested in the Texas Tech University System Board of Regents. The responsibility for enforcing regulations and imposing penalties is delegated to the Chancellor and/or the President of the University and any University official(s) the President designates.

~~2-~~ All references to the Chancellor and/or President of the University, the ~~Executive Vice President for Academic Affairs~~Provost or designee shall be interpreted to include persons designated to act on behalf of these officials.

D. POLICY ON NON-DISCRIMINATION

The University brings together, in common pursuit of its educational goals, persons of many backgrounds and experiences. The University is committed to the principle that in no aspect of its programs shall there be differences in the treatment of persons because of sex, including pregnancy, race, color, religion, national origin, age, disability, genetic information, status as a protected veteran, or any other legally protected category class or characteristic, and that equal opportunity and access to facilities shall be available to all. The University is committed to providing educational programs, activities, facilities, or ser—vices that are free of unlawful discrimination. For more information, see [TTUHSC OP 51.01, Equal Employment Opportunity Policy and Affirmative Action Program](#) and [TTUHSC OP 51.02, Non-Discrimination and Anti- Harassment Policy](#), and Part IV of this Student Handbook below.

E. UNIVERSITY NAME, DOCUMENTS, AND RECORDS

The use by any person or organization of the University's name, in connection with any program or activity, without the prior written permission of the Office of the Vice Chancellor for Institutional Advancement, or any unauthorized use of University documents, records or seal is prohibited. See [TTUHSC OP 67.01, Publication Guidelines](#).

F. DEFINITIONS

1. "Accused Student" ~~means is~~ any student accused of violating the TTUHSC Code of Professional Conduct set forth —in Part II of this Handbook. This term may also mean an accused registered student organization. If a registered student organization is alleged to have violated the Student Code, only one student from the organization may appear or act on behalf of the student organization (such as appearing before a Student Conduct Board or Student Conduct Administrator) for purposes of the Student Code.

2. "Business day" ~~means is~~ a day in which the University normally carries on business or business operations, but excludes

weekends and official University holidays.

3. "Complainant" ~~means-is~~ a member of the University community who submits a ~~€~~complaint alleging that a student violated the Student Code. When a student believes that he or she has been a victim of another student's misconduct, the student who believes that he or she has been a victim will have the same rights under the Student Code as are provided to the ~~€~~complainant, even if the victim is not acting as a ~~€~~complainant.

4. "Complaint of Misconduct" or "Complaint" ~~means-is~~ a formal, written charge against a student(s) or student organization(s) alleging violation(s) of the Student Code(s). An anonymous report or a report by a person who is not a member of the University community shall not constitute a ~~€~~complaint of ~~M~~misconduct. However, such report may initiate an investigation and/or filing of a ~~€~~complaint of ~~M~~misconduct by an appropriate University official.

5. "~~Conduct Board~~" ~~reference F. Definitions, pg. 9, item # 22. – see definition for "Student Conduct Board" (item 22).~~

6. "Disciplinary ~~g~~Good ~~s~~Standing" is defined as relating to a student not currently on disciplinary probation; or, a student, whose disciplinary suspension, ~~expulsion&dismissal~~, or conditions and/or restrictions imposed, if any, have been totally fulfilled in a timely manner.

7. "Faculty member" ~~means-is~~ any person hired by the University to conduct classroom or teaching activities or who is otherwise considered by University to be a member of its faculty.

8. "Flag" ~~means-is~~ the indicator placed on a student's official record which may prevent registration and/or the issuance of a transcript until the student meets the requirements of the University office placing the indicator, as described herein and in the Schools' catalogs.

9. "May" is used in the permissive sense.

10. "Member of the University ~~e~~Community" ~~means-is~~ any person who is ~~a volunteer including high school students,~~ an enrolled student, faculty, or staff member, University official, any other person employed by the University, ~~volunteer (including high school students),~~ or campus visitors.

11. "Policy" ~~means-refers to~~ the written regulations, standards and/or rules of the University as found in, but not limited to, the TTUHSC Student Handbook; ~~Texas Tech University Residence Hall Calendar and Handbook, if applicable;~~ School of Nursing handbook and catalog; ~~Gayle Greve Hunt School of Nursing handbook and catalog;~~ School of Medicine catalog; School of Health Professions catalog; School of Pharmacy catalog; ~~Paul L. Foster School of Medicine catalog;~~ the Graduate School of Biomedical Sciences Catalog; and/or the TTUHSC ~~web page and computer use operating~~ policies.

12. "Department Chair" ~~means-the Chair isis the individual~~ charged primarily with mentoring and guiding faculty, overseeing ~~D~~department administrative support, and serving as an interface between faculty and the administration of the School and ~~Texas Tech University Health Sciences Center (TTUHSC).~~ Matters of student misconduct and academic deficiency that are addressed from faculty/program directors, etc. are referred to the Department Chair, and if not resolved, refer ~~red~~ to the appropriate student conduct administrator for each school.

13. "Registered ~~s~~Student ~~O~~rganization" ~~means-any number of students who have complied with the formal requirements for University registration – see definition for "Student Organization" (item 25).~~

14. "Religious ~~h~~Holy ~~d~~Day" ~~means-is~~ a holy day observed by a religion whose places of worship are exempt from property taxation under ~~Section Texas Tax Code § 11.20. Religious Organizations,–Vernon's Texas Codes Annotated, Tax Code.~~ The term "Religious Holy Day" generally means a day on which the tenets of said religion prohibit class attendance or the completion of specific assignments on designated dates. See ~~Texas Gov't Education Code § 62.11251.911. Religious Holy Days.~~

15. "Representative" ~~means-is~~ a University official authorized on a case-by-case basis by the Dean of each School to ~~in–~~investigate and resolve alleged violations of the Code of Professional ~~Conduct. and Academic Conduct, the TTU University Student Housing Contract, and the TTU Residence Hall Policies, if applicable.~~

16. "School" ~~means-refers to the~~ School of Medicine, School of Nursing, School of Pharmacy, School of Health Professions, or Graduate School of Biomedical Sciences.

17. "Shall" is used in the imperative sense.

~~18.~~ "Sponsorship and/or ~~eCo-s~~Sponsorship" is defined as minimally including, but not limited to, participation in planning, coordination and implementation directed by members of the sponsoring organizations.

~~18-19.~~ ~~"State Law" exclusively refers to the State of Texas.~~

~~19-20.~~ "Student" ~~means-refers to~~ all persons taking courses at the University, either full-time or part-time, pursuing undergraduate, graduate or professional studies, specifically excluding School of Medicine House staff. In addition, for purposes of Part II of this Handbook, persons who withdraw or on leave of absence after alleging violating the Code, who are not officially enrolled for a particular term but who have a continuing relationship with the University, or who have been notified of their acceptance may be considered "students."

~~20-21.~~ "Student Code" ~~means-refers to~~ the TTUHSC Code of Professional Conduct, which is set forth in Part II of this Handbook. Section D, Misconduct, applies to all students, while Section E, Other Professional and Ethical Standards, applies to students in certain TTUHSC Schools. A student must have applied for admission or be enrolled in the applicable School before a School's provisions in Section E apply to the student.

~~21-22.~~ "Student Conduct Administrator" ~~means-is the~~ TTUHSC official authorized by the Dean of each School to receive ~~C~~complaints and administer the procedures outlined herein. The Student Conduct Administrator will provide technical assistance and support to the Student Conduct Board and may be present at the Student Conduct Board Hearing, but will not be present during the Board's deliberations. In any case in which the Student Conduct Administrator is the Complainant, the Dean or designee of the applicable School will appoint an alternate to serve as Student Conduct Administrator for that case. For each School, appointments are made as follows or as otherwise determined by the Dean.

- a. ~~For the~~ Graduate School of Biomedical Sciences, ~~the~~ the Assistant Dean.
- b. ~~For the~~ School of Medicine, ~~the~~ Associate Dean for Academic Affairs.
- c. ~~For the~~ School of Nursing, ~~the~~ Associate Academic Dean for Student Affairs and Education Support Services.
- d. ~~For the~~ School of Health Professions, ~~the~~ Associate Dean for Admissions and Student Affairs.
- e. ~~For the~~ School of Pharmacy; ~~A~~academic violations ~~the~~ Senior Director for Student Affairs; ~~P~~professional violations ~~the~~ Associate Dean for Professional Affairs.

~~22-23.~~ "Student Conduct Board" or "Board" ~~means-any-refers to person-or~~ persons authorized by the Dean of each School to determine whether a student has violated the Student Code and to recommend sanctions that may be imposed when a rules violation has been committed. All persons serving on the Student Conduct Board must acknowledge an ability to be able to serve objectively and shall decline to serve if there is a conflict of interest or an appearance of a conflict of interest with either the Accused Student or the Complainant. When a person declines to serve because of a conflict of interest, or appearance thereof, the Dean shall appoint another person with the same or similar faculty/student status as the person declining to serve. ~~For each School, appointments are made as follows.~~

- a. For the Graduate School of Biomedical Sciences, the Student Conduct Board shall be appointed by the Student Conduct Administrator as follows:
 - i. One (1) Faculty member from the membership of the Graduate Council, who shall serve as Chair;
 - ii. Two (2) other faculty members from the membership of the Graduate Faculty; and,

iii. Two (2) graduate students from the School.

b. For the School of Medicine, the Student Conduct Board shall be appointed by the Student Conduct Administrator as follows:

i. Two (2) faculty members chosen by the Chair of the School Hearing Committee or designee;

ii. One (1) faculty member chosen by the Chair of the Student Affairs Committee or designee; and,

iii. Two (2) medical students, who will be chosen by the Chair of the Student Affairs Committee from a list of second, third, and fourth year students.

iv. The Board will elect one (1) of the faculty members as its Chair.

c. For the School of Nursing, the Student Conduct Board shall be appointed by the Student Conduct Administrator as follows:

i. One (1) tenured faculty member, who will serve as Chair;

ii. Two (2) faculty members not directly involved with the Complainant or the Accused Student; and,

iii. Two (2) students not directly involved with the Complaint or the Accused Student.

d. For the School of Health Professions, the Student Conduct Board shall be appointed by the Dean as follows:

i. The Associate Dean for Admissions and Student Affairs serves as the Student Conduct Administrator and he/she will appoint a Student Conduct Board comprised of the following:

ii. One (1) faculty member who will serve as Chair

iii. Two (2) faculty members not directly involved with the case

iv. Two (2) students not directly involved with the case

e. For the School of Pharmacy, the Student Conduct Board shall be the appropriate Honor Council members pursuant to the School of Pharmacy OP 77.27.

23-24. “Student Conduct Board Hearing” or “Hearing” refers to an administrative process whereby a student contests the facts upon which charges of inappropriate conduct, violations of the Student Code and/or sanctions resulting from —an alleged violation(s) are based. At the hearing, information is presented to the Student Conduct Board in order to determine whether a student’s responsibility related to the alleged violation of the Student Code is valid and appropriate sanctions, if any.

24-25. “Student Handbook” or “Handbook” means the TTUHSC Student Handbook.

25-26. “Student eOrganization” ~~means any number~~ refers to a group of students who have complied with the formal requirements for Texas Tech University Health Sciences Center student organization registration.

26-27. “University” means ~~Texas Tech University System or~~ Texas Tech University Health Sciences Center (inclusive of all regional sites and their components) or Texas Tech University System.

27-28. “University eOfficial” ~~means is~~ any person employed by Texas Tech University System, Texas Tech University or Texas Tech University Health Sciences Center ~~while~~ performing ~~their~~ assigned administrative or professional responsibilities.

28-29. “University pPremises” includes all land, buildings, facilities and other property in the possession of, ~~o~~ or owned, used, or controlled by the University (including adjacent streets and sidewalks).

29-30. “User” ~~means is~~ any member of the University community who uses any University computing and/or networking resources.

30-31. “Will” is used in the imperative sense.

PART II. CODE OF PROFESSIONAL CONDUCT ("STUDENT CODE")

A. GENERAL POLICY

1. An environment in which the privileges of citizenship are protected and the obligations of citizenship are understood fosters freedom of discussion, inquiry, and expression. Accordingly, the University has developed standards of behavior pertaining to students and to student organizations.
2. Students and student organizations are subject to disciplinary action according to the provisions of the Student Code and/or any other applicable University rules or regulations.
3. Each student is responsible ~~to-for~~ become familiar with the various regulations of the University and ~~meet the various~~ meeting the requirements outlined below. Written policies are described in University publications such as this Handbook and the Schools' individual catalogs. Each student, in accepting admission, indicates a willingness to subscribe to and be governed by the rules and regulations of University officials to take such disciplinary action, including suspension, dismissal, or expulsion, as may be deemed appropriate for failure to abide by such rules and regulations.
4. Each student is responsible for his/her- their own integrity, and is likewise responsible for reporting possible violations of this Student Code by other students. Faculty and staff are also responsible for reporting violations.

B. DISCIPLINARY JURISDICTION

1. The Student Code shall apply to conduct that occurs on University premises, at University sponsored activities, and to off-campus conduct that adversely affects the professional and ethical standards of each school to which he/she student is enrolled and/or the missions of the University and/or pursuit of its objectives. On a case-by-case basis, the Dean and his/hertheir designee of each respective School, in his-or hertheir sole discretion, shall determine whether the Student Code should be applied to conduct occurring off premises.
2. All students are expected to comply with the professional and ethical standards of each school to which he/she-isthey are enrolled and/or the mission of the University. Such compliance shall be implicit upon accepting admission to the University. Each student shall be responsible for his/her- their conduct from the time of the application for admission through the actual awarding of a degree, even though conduct may occur before classes begin or after classes end, as well as during the academic year and during periods between terms of actual enrollment. The Student Code shall apply to persons who withdraw after alleged violation of the Code, who are not officially enrolled for a particular term but who have a continuing relationship with the University, or who have been notified of their acceptance.

C. VIOLATION OF LAW AND TTUHSC DISCIPLINE

A disciplinary proceeding may be instituted against a student regardless of whether conduct allegedly violates either the criminal and/or civil law and/or this Student Code (that is, multiple violations may result from the same factual situation) without regard to the pendency or conclusion of civil litigation or criminal arrests or charges. Proceedings under this Student Code may be carried out prior to, simultaneously with, or following civil and/or criminal proceedings at the discretion of the Dean of each School. Determinations made or sanctions imposed under the Student Code shall not be subject to change because criminal charges arising out of the same facts giving rise to violation of University rules were dismissed, reduced, or resolved in favor of or against the criminal and/or civil law defendant.

[NOTE: State law will be strictly enforced at all times on all property controlled by the University and is inclusive of all regional sites and its components.](#)

D. MISCONDUCT

Any student or student organization found to have committed the following misconduct is subject to disciplinary sanction(s), condition(s), and/or restriction(s). Misconduct or prohibited behavior includes, but is not limited to:

1. ~~Alcoholic Beverages~~

- a. The use, possession, sale, delivery, or distribution of alcoholic beverages, except as expressly permitted by University policy or as allowed by law.
- b. Being under the influence of alcohol and/or intoxication except as allowed by law.

~~*NOTE: State law will be strictly enforced at all times on all property controlled by the University and is inclusive of all regional sites and its components.*~~

2. Narcotics or Drugs

- a. Use, possession, sale, delivery, or distribution of any narcotic, drug, or medicine prescribed to someone else, chemical compound or other controlled substance, or drug-related paraphernalia, except as expressly permitted by the laws of the State of Texas; or,
- b. Being under the influence of narcotics or drugs, except as permitted by law.
- c. The failure of a drug test whether required by TTUHSC or any health care facility to which a student is assigned or has any type of patient care, contact, or responsibility.

3. Firearms, Weapons, and Explosives

- a. Use or possession of firearms, ammunition, explosive weapons, illegal knives, and other deadly weapons are prohibited on university property, except as specifically authorized by federal, state, or local laws.
- b. ~~TTUHSC OP 10.30~~ [TTUHSC OP 10.30-Regulations-outlines regulations](#) for the carrying of concealed handguns by licensed holders

As a health-related educational institution, TTUHSC facilitates a complex composition of activities, which include education, patient care, research, and community engagement. As such, TTUHSC campuses must accommodate the unique needs of diverse stakeholders, including patients, learners of all types, faculty, staff, contractors, and visitors. Within the context of this unique and complex composition, TTUHSC is committed to the following principles for the campus environment:

- i. TTUHSC will comply with all necessary laws and regulatory requirements regarding safety and security on its campuses;
- ii. Within reasonable effort, TTUHSC will create an environment in which all stakeholders can conduct their business with a sense of personal and collective safety and security;
- iii. TTUHSC will communicate safety policies to stakeholders through all appropriate means.

4. Theft, Damage, or Unauthorized Use

- a. Attempted or actual theft of property of the University, students, of members of the University community or campus visitors;
- b. Possession of property known to be stolen or belonging to another person without the owner's permission;

- c. Attempted or actual damage to property of the University, University students, members of the University community or campus visitors~~;~~[;]
- d. Attempted or actual unauthorized use of a credit card, debit card, automated teller machine card, telephone card~~,~~[,] and/or personal check; alteration, forgery or misrepresentation of any form of identification including, but not limited to, a social security number or driver's license number.

5. Actions Against Members of the University Community

- a. Physical harm or threat of harm to any person~~;~~[;]
- b. Intentional or reckless conduct which endangers the health or safety of any person, including, but not limited to~~,~~[,] a member of the University community~~;~~[;]
- c. Behavior that disrupts the normal operation of the University, including, but not limited to~~,~~[,] a member of the University community; or conduct that otherwise interferes with or creates a hostile or intimidating environment for a member of the University community's academic pursuits or work environment. Such conduct does not necessarily have to be in violation of the law to violate this section.
- d. Sexual ~~Misconduct: conduct that involves;~~^{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 other misconduct based on sex.}
 - ~~i. Deliberate touching of another's sexual parts without consent;~~
 - ~~ii. Deliberate sexual invasion of another without consent; or,~~
 - ~~ii. Deliberate constraint or incapacitation of another, without that person's knowledge or consent, so as to put another at risk of sexual injury; see Part IV Anti-discrimination and Title IX.~~
 - ~~d. Unwelcomed sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that expressly or implicitly imposes conditions upon, threatens, interferes with, or creates an intimidating, hostile or demeaning environment for an individual's:~~
 - ~~ii. Academic pursuits;~~
 - ~~ii. University employment;~~
 - ~~ii. Participation in activities sponsored by the University or organizations or groups related to the University; or,~~
 - ~~ii. Opportunities to benefit from other aspects of University life; see Part IV Anti-discrimination and Title IX.~~
- e. Excessive pressure, threats, or any form of conduct, coercive tactics or mind control techniques used to recruit, initiate, retain or otherwise intimidate a student for membership in an organization.
- f. Actions involving free~~dom of~~^{dom of} expression ~~activities~~^{activities} are covered in Parts VII and VIII of this Handbook and governed by OP 61.07, Use of TTUHSC Premises and Amplification Equipment.

6. Gambling, Wagering, or Bookmaking

- a. Gambling, wagering, or bookmaking on University premises is prohibited.

7. Hazing

- a. Hazing means any Any intentional, knowing or reckless act directed against a student, occurring on or off campus, by one or more individuals acting alone or collectively, that endangers the mental or physical health or safety of a student for the purpose of pledging or associating, being initiated into, affiliating with, holding office in, seeking~~,~~[,] and/or maintaining membership in any organization whose members are, or include, students. Consent or acquiescence by a student or students subjected to hazing is not a defense in a disciplinary proceeding. Hazing includes, but is not limited to:

- ai. Any type of physical ~~or emotional~~ brutality, ~~or the threat of such activity~~, such as whipping, beating, striking, branding, electronic shocking, placing of a harmful substance on the body, or similar activity;
- bj. Any type of physical activity, such as sleep deprivation, exposure to the elements, confinement in a small space, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of a student;
- ciii. Any activity involving consumption of a food, liquid, alcoholic beverage, liquor, drug, or other substance which subjects a student to an unreasonable risk or harm, or which adversely affects the mental, physical health or safety of a student;
- iv. Any activity that intimidates or threatens ~~at the~~ student with ostracism, that subjects a student to extreme mental stress, shame, or humiliation, ~~or~~ that adversely affects the mental health or dignity of a student, ~~or that~~ discourages a student from entering or remaining registered ~~at this university in an educational institution~~, or that may reasonably be expected to cause a student to leave the organization or the ~~university institution~~ rather than submit to acts described above;
- dv. Any activity that induces, causes, or requires the student to perform a duty or task that involves a violation of the Penal Code;
- evi. Any activity in which a person engages in, solicits, encourages, directs, aids, or attempts to aid another, directly or indirectly, in hazing; intentionally, knowingly or recklessly permits hazing to occur; having firsthand knowledge of the planning of a specific hazing incident which has occurred; and fails to report the incident in writing to the specific School's student affairs office;
- fvii. Any activity in which hazing is either condoned or encouraged, or actions of any officer or combination of members, pledges, associates, or alumni of the organization ~~in committing or assisting to commit or assist~~ in the commission of hazing; or,
- gviii. Any act that is unlawful as designated by local, state, or federal government. See Texas Education Code, Sections 37.151-37.157 and Section 51.936.

~~NOTE: Texas Education Code, Sections 37.151-37.157 and Section 51.936~~

8. False Alarms or Terrorist Threats

- a. Intentionally or recklessly sounding a false alarm of any kind or character; making a false emergency call or terrorist threat; issuing a bomb threat; constructing mock explosive devices; improperly possessing, tampering with or destroying fire equipment, Automatic External Defibrillators (AED), or emergency signs on University premises.

9. Financial Irresponsibility

- a. Failure to meet financial obligations owed to the University, including, but not limited to, the writing of checks on accounts with insufficient funds. ~~See also 4d above.~~

10. Unauthorized Entry, Possession, or Use

- a. Unauthorized entry into or use of University facilities.
- b. Unauthorized possession or duplication, processing, production, or manufacture of any key or unlocking device or access code for use in any University facility.
- c. Unauthorized use of the University name, logotype, registered marks, or symbols of the University, ~~or~~
- d. Use of the University's name to advertise or promote events or activities in a manner ~~which that~~ suggests sponsorship by the University without prior written permission.

11. Traffic and Parking

- a. Violation of ~~University Traffic and TTUHSC Parking Services~~ regulations; ~~or,~~
- b. Obstruction of the free flow of vehicle, pedestrian, or other traffic on University premises.

~~11. TTU University Housing and Hospitality Services Regulations~~

~~Violation of rules, which govern behavior in the campus residence and/or dining halls as stated in the [Residence Hall Policies](#) and/or other notifications or publications provided by the TTU Departments of University Student Housing and Hospitality Services.~~

~~11. Student Recreation and Aquatic Center Regulations~~

~~Violation of rules, which govern behavior as determined by TTU or the University Student Recreation Center and Aquatic Center.~~

12. Failure to Comply with Reasonable Directions or Requests of University Officials

- a. Failure to comply with the reasonable directions or requests of a University official acting in the performance of ~~his or her~~their duties.

13. Failure to Present Student Identification

- a. The failure to present ~~their~~ student identification to any University official upon request and identify ~~himself/herself oneself~~ —to ~~any~~ University official acting in the performance of ~~his/her~~their duties. The student identification card is property of the ~~u~~University. Students shall neither allow their student identification card to be used by other persons, nor shall they alter their student identification in any way. A student must pay a replacement charge for lost, stolen or damaged student identification cards.

14. Abuse, Misuse or Theft of University Computer Data, Programs, Time, Computer or Network Equipment ([OP 56.01 - Acceptable Use of Information Technology Resources](#))

- a. Unauthorized use of computing and/or networking resources;~~;~~
- b. Use of computing and/or networking resources for unauthorized or non-academic purposes;~~;~~
- c. Unauthorized accessing or copying of programs, records, or data belonging to the University or another user or copyrighted software, without permission;~~;~~
- d. Attempted or actual breach of the security of another user's account and/or computing system, depriving another user of access to University computing and/or networking resources, compromising the privacy of another user, or disrupting the intended use of computing or network resources;~~;~~
- e. Attempted or actual use of the University's computing and/or networking resources for personal or financial gain;~~;~~
- f. Attempted or actual transport of copies of University's programs, records, or data to another person or computer without written authorization;~~;~~
- g. Attempted or actual destruction or modification of programs, records, or data belonging to the University or another user or destruction of the integrity of computer-based information;~~;~~
- h. Attempted or actual use of the computing and/or networking facilities to interfere with the normal operation of the University's computing and/or networking systems;~~;~~ or through such actions, causing a waste of such resources (people, capacity, computer); ~~or,~~
- i. Allowing another person, either through one's personal computer account, or by other means, to accomplish any of the above.

15. Providing False, Misleading or Untrue Statements Misuse of Records

- a. Knowingly providing to the University, or ~~to~~ a University official in the performance of ~~his/her~~their duties, either verbally, or through forgery, alteration or misuse of any University document, record, or instrument of identification.

16. Skateboard, Roller Blades, or Similar Devices

- a. Use of skateboards, roller blades or other similar devices in University buildings or on University premises in such ~~as~~ a manner as to constitute a safety hazard or cause damage to University or personal property or which disrupts the normal operation of the University. **NOTE:** Also refer to [TTUHSC OP 76.32, Traffic and Parking Regulations](#).

17. Academic Misconduct

- a. A student who witnesses academic misconduct or who is approached with an offer to gain unfair advantage or commit academic misconduct is obligated to report that violation to the appropriate authority (See Part II.D [of this Handbook](#)). Failure to do so may result in disciplinary action. Faculty and staff are likewise responsible to report academic misconduct in accordance with Part II.D.
- b. “Academic misconduct” involves any activity that tends to compromise the academic integrity of the University, or subvert the educational process, including, but not limited to, cheating, plagiarism, falsifying academic records, misrepresenting facts, and any act designed to give unfair academic advantage to the student or the attempt to commit such an act.
- c. “Cheating” includes, but is not limited to:
 - i. Using any aid, sources, and/or assistance beyond those authorized by the instructor in taking a course, laboratory, field work, quiz, test, or examination; writing papers; preparing reports; solving problems; or carrying out assignments;
 - ii. Failing to comply with instructions given by the person administering the test;
 - iii. Using, buying, stealing, transporting, or soliciting in whole or part the contents of an examination, test key, homework solution, or computer program;
 - iv. Seeking aid, receiving assistance from, or collaborating (collusion) with another student or individual during a course, quiz, test, examination, or in conjunction with other assignment (including, but not limited to writing papers, preparing reports, solving problems or making presentations) unless specifically authorized by the instructor;
 - v. Discussing the contents of an examination with another student who will take the examination;
 - vi. Divulging the contents of an examination, for the purpose of preserving questions for use by another, when the instructor has designated that the examination is not to be removed from the examination room, be returned to or kept by the student;
 - vii. Substituting for another person, or permitting another person to substitute for oneself to take a course, test, or any course-related assignment;
 - viii. Paying or offering money or other valuable thing to, or coercing another person to obtain an examination, test key, homework solution, or computer program, or information about an examination, test key, homework solution, or computer program;
 - ix. Falsifying research data, laboratory reports, and/or other academic work offered for credit;
 - x. Taking, keeping, misplacing, or damaging the property of the University, or of another, if the student knows or reasonably should know that an unfair academic advantage would be gained by such conduct;
 - xi. Possession, at any time, of current or previous test materials without ~~the~~ instructor’s permission;
 - xii. Acquisition or dissemination by any means, without written permission, of tests or other academic material belonging to a member of the University community;
 - xiii. Alteration of grade records;
 - xiv. Bribing, or attempting to bribe, a member of the University community or any other individual to alter a grade;
 - xv. Falsification, fabrication, or dishonesty in reporting laboratory and/or research results;
 - xvi. Submitting substantially the same work to satisfy requirements for one course that has been submitted in satisfaction of requirements for another course, without the written permission of the instructor of the course for which the work is being submitted.
 - xvii. Possession during an exam of prohibited materials, including but not limited to study/review materials, class

notes, review questions, ~~or~~ electronic devices, ~~etc.~~

d. "Plagiarism" includes, but is not limited to, the appropriation, buying, receiving as a gift, or obtaining by any other means another's work (such as words, ideas, expressions, illustrations, or product of another), in whole or in part, and the submission of it as one's own work offered for an academic credit or requirement. When a student presents the works of another (published or unpublished) in ~~his/her~~ their academic work, the student shall fully acknowledge the sources according to methods prescribed by ~~his/her~~ their instructor.

e. "Falsifying academic records" includes, but is not limited to, altering or assisting in the altering, of any official record of the University and/or submitting false information or omitting requested information that is required for, or related to, any academic record of the University. Academic records include, but are not limited to, applications for admission, the awarding of a degree, grade reports, test papers, registration materials, grade change forms, and reporting forms used by the Office of the Registrar.

f. "Misrepresenting facts" to the University or an agent of the University includes, but is not limited to, providing false grades or resumes, providing false or misleading information in an effort to receive a postponement or an extension on a test, quiz, or other assignment for the purpose of obtaining an academic or financial benefit for oneself or another individual, or providing false or misleading information in an effort to injure another student academically or financially.

g. For additional information relating to the School of Medicine Academic Misconduct procedures, please refer to the school handbook.

18. Violation of Published University Policies, Rules, or Regulations

a. Violation of any published University policies, rules, or regulations that govern student or student organization behavior, including, but not limited to, applicable publications for each TTUHSC School, such as student handbooks, catalogs, professional and ethical standards, and course syllabus.

19. Violation of any ~~p~~rovisions of ~~f~~ederal, ~~s~~tate and/or ~~l~~ocal ~~l~~aws.

20. Abuse of the Discipline System

a. Failure by an ~~A~~ccused ~~S~~tudent to comply with or respond to a notification to appear before the Dean of ~~his or her~~ their School, Dean's representative, and/or an official of the University, including, but not limited to, the Student Conduct Administrator, during any stage of a disciplinary proceeding. Failure to comply with or respond to a notice issued as part of a disciplinary procedure and/or failure to appear will not prevent the Dean, ~~or~~ Dean's representative, and/or an official of the University from proceeding with disciplinary action;

b. Falsification, distortion, or misrepresentation of information in disciplinary proceedings;

c. Disruption or interference with the orderly conduct of a disciplinary proceeding;

d. Filing an allegation known to be without merit or cause;

e. Discouraging, or attempting to discourage, an individual's proper participation in, or use of, the discipline system;

f. Influencing, or attempting to influence, the impartiality of a member of a disciplinary body prior to and/or during the disciplinary proceeding;

g. Harm, threat of harm, or intimidation either verbally, physically, or written of a member of a disciplinary body prior to, during and/or after disciplinary proceeding;

h. Failure to comply with the sanction(s), condition(s) and/or restriction(s) imposed under this Student Code;

i. Influencing or attempting to influence another person to commit an abuse of the discipline system, ~~or~~;

- j. Retaliation against any person or group who files a **C**omplaint of **M**isconduct in accordance with the Student Code or files a grievance under the applicable School grievance policy.

E. OTHER PROFESSIONAL AND ETHICAL SCHOOL STANDARDS

In addition to the **M**isconduct identified in Part II.D of this Handbook, each **S**chool shall prescribe professional and ethical standards in their **S**chool handbook, the violation of which may form the basis of a disciplinary action.

GRADUATE SCHOOL OF BIOMEDICAL SCIENCES

All students entering the Graduate School of Biomedical Sciences are required to subscribe to the Student Handbook Code of Professional Conduct as well as the policies and standards described in the Graduate School of Biomedical Sciences Catalog. GSBS students will make every effort to embrace the **E**values-Based Culture with conduct that is ethical, honest, respectful, and professional to all.

SCHOOL OF MEDICINE

All students entering the TTUHSC School of Medicine are required to subscribe to the Medical Student Honor Code, as well as the Student Code. Adherence to the Medical Student Honor Code and the Student Code is considered a requirement for admission to the School of Medicine.

SCHOOL OF NURSING

All students entering into the TTUHSC SON are required to subscribe to the standards and codes of the profession.

SCHOOL OF PHARMACY

The following principles of professional conduct are established to guide pharmacists in relationships with patients, fellow practitioners, other health professionals, and the public. A Pharmacist should hold the health and safety of patients to be of first consideration and should tender to each patient the full measure of professional ability as an essential health practitioner.

SCHOOL OF HEALTH PROFESSIONS

As a student of the School of Health Professions at the Texas Tech University Health Sciences Center, I will use my knowledge and skills responsibly to improve the quality of life for those we serve. I will seek in all academic, professional and personal endeavors to demonstrate ethical behavior, honesty, integrity and respect for others.

F. DISCIPLINARY PROCEDURES

F. *Academic issues, such as grading and promotion issues, should be addressed by each school's policies and procedures.*

1. Nature of Proceedings. These proceedings are part of an educational process whereby the University applies its values to establishing the best possible learning environment for its students. These proceedings are not intended to follow, or be restricted by, courtroom or judicial procedures, including the rules of evidence. In addition, these proceedings are not intended for grading and promotions issues, which should be addressed under individual School policies.

2. Procedural Deviations. If the Student Conduct Board has not yet been appointed, or in the absence of the Chair of the Student Conduct Board, the parties and the Student Conduct Administrator may agree in advance and in writing to deviations from procedure. If a Student Conduct Board has been appointed, the parties and the Chair of the Student Conduct Board may mutually agree to procedural deviations, such as deadlines for submission of evidence and hearing dates and times.

NOTE: Any notices that are sent by mail will be considered to have been received on the third calendar day after the date of mailing, excluding any intervening Saturday, Sunday or holiday.

3. Filing A Complaint

- a. Any faculty, staff, or student of TTUHSC may file a Complaint(s) against a student(s) or a student organization(s) for violation(s) of the Student Code. A preliminary investigation/discussion with a supervisor (program director, chair, etc.)

must be done prior to filing a Complaint. If a basis for the Complaint exists, a student grievance should be completed and submitted at <https://www.ttuhs.edu/student-affairsservices/grievances.aspx> by the Complainant. A Complaint shall be submitted no later than twenty (20) business days from the date of the event or when the Complainant becomes aware of the event. Complaints filed more than twenty business days after the event shall include a justification for the delay and will be accepted on a "case by case" basis as determined by the Student Conduct Administrator.

b. When a Complaint is filed, the Student Conduct Administrator will provide the Accused Student with the Complaint of Misconduct filed by the Complainant and will notify the Accused Student in writing that ~~he or she~~they shall appear before the Student Conduct Administrator to discuss the Complaint within five (5) business days from the date of the letter.

c. The Student Conduct Administrator may conduct an informal meeting to determine if the complaint may be disposed prior to a formal hearing. Any informal disposition must be in writing and agreed to by all of the parties. Such disposition shall be final and there shall be no subsequent proceedings. The Student Conduct Administrator will send a written notification of the resolution to all parties involved.

d. If the Complaint is not disposed of administratively under Part II.F.3.c above, the Student Conduct Administrator will meet with the Accused Student to determine if the Accused Student admits or denies violating institutional rules.

i. If the Accused Student admits violating institutional rules, but sanctions are not agreed to, a Student Conduct Board Hearing shall be conducted in accordance with Part II.F.4 but shall be limited to recommending the appropriate sanction(s) Part II.G.

ii. If the Accused Student denies violating University rules, the allegations shall be referred by the Student Conduct Administrator for a Hearing before the Student Conduct Board under Part II.F.4 below.

e. A Student Conduct Board Hearing shall be scheduled within thirty (30) business days after the Accused Student has met with the Student Conduct Administrator under Part II.F.3.d. above. In cases in which an examination period intervenes between the time of the notice to the Accused Student and the Student Conduct Board Hearing date, such Hearing will be held during the first week in which classes are again in session. In the case of inclement weather, the chair of the Student Conduct Board will notify all parties of any cancellations or schedule changes.

4. Student Conduct Board Hearings

a. **Closed Hearing.** A Student Conduct Board Hearing will be conducted in closed session. Any request for an exception must be submitted in writing to the Chair of the Student Conduct Board, who shall render a final written decision.

b. **Hearing Notice.** At least fifteen (15) business days prior to the Student Conduct Board Hearing, the Chair of the Student Conduct Board will provide written notice to the parties of the following:

- i. Date, time and place for the hearing,
- ii. Name of the members of the Student Conduct Board,
- iii. Summary statement of the charge(s), or a copy of the complaint, and
- iv. that at least five (5) business days prior to the Student Conduct Board Hearing, the Accused Student and the Complainant submit the information outlined herein below.

c. **Challenge.** An Accused Student and/or Complainant may challenge in writing the impartiality of any member of the Student Conduct Board up to three (3) business days after receiving the Hearing Notice by submitting their reasons for the challenge to the Student Conduct Administrator. The challenging party shall with specificity, and clarity detail each reason for such challenge. The burden of proving the impartiality or inability of a Conduct Board member to serve lies solely upon the challenging party. If the challenging party establishes that the challenged member(s) cannot serve with fairness and objectivity such member shall be removed and a substitute will be appointed by the Student Conduct Administrator. If such member is removed the Student Conduct Administrator, may in ~~his or her~~their sole discretion choose to reschedule the hearing.

d. **Evidence Submission.** At least ten (10) business days prior to the date scheduled for the Student Conduct Board

Hearing, the Complainant and the Accused Student must submit to the Chair of the Student Conduct Board the following information, if applicable. Requests for extensions to file information with the Student Conduct Board shall be submitted to the Chair.

- i. All pertinent records and exhibits:
- ii. Written statements must be notarized (including Impact or Position Statements);
- iii. A list of all witnesses, if any, who will be speaking on behalf of the Accused Student or Complainant
- iv. The name of the advisor, if any, who may be present in an advisory capacity at the hearing. See Part II.F.4...i below.

e. **Evidence Exchange.** At least five (5) business days prior to the hearing, the Chair will provide each party with the information, if any, submitted by the other party.

f. **Separate or Joint Hearings.** A Student Conduct Board Hearing involving two or more Accused Students, may be conducted separately or jointly as determined by the Student Conduct Administrator. An accused student may request in writing to the Student Conduct Administrator a separate hearing up to three (3) business days after receiving the notice of hearing. The Student Conduct Board Administrator shall notify the student within three (3) business days the determination of the request.

g. **Recordings.** The University shall record, either digitally, through audiotape, or otherwise as deemed appropriate all Student Conduct Board Hearings until such time that the Student Conduct Board begins discussion and deliberation and prepares its' Findings and Recommendations. Deliberations shall not be recorded. The record is University property. Pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, the student will be allowed to review, but not to copy, the hearing record. 34 C.F.R. § 99.10 (2003). Neither the Complainant, the Accused Student nor any witnesses are permitted to make any independent record of the proceedings.

h. **Hearing Attendance.** The Complainant, Accused Student and their respective advisor, if any, shall be allowed to attend the portion of the Student Conduct Board Hearing at which information is received, excluding deliberations.

i. **Advisors.** The advisor must be a faculty, staff, or student of TTUHSC. However, if an Accused Student is also the subject of a pending criminal investigation, indictment or charge arising out of the same circumstances, he or she may be allowed to have an attorney serve as ~~his or her~~their advisor, at ~~his or her~~their own expense, to participate only in the same manner as any other advisor. If an advisor for the Accused Student is an attorney, an attorney from the Office of General Counsel may attend the Student Conduct Board Hearing on behalf of the University. The University will provide legal counsel for the Student Conduct Board as the Student Conduct Board Chair deems it necessary.

i. The Complainant and/or the Accused Student is responsible for presenting ~~his or her~~their own information, and therefore, advisors are not permitted to speak or to participate directly or indirectly in any Student Conduct Board Hearing before a Student Conduct Board. A student should select as an advisor a person whose schedule allows attendance at the scheduled date and time for the Student Conduct Board Hearing, as delays will not be allowed due to the scheduling conflicts of an advisor, except at the discretion of the Chair upon written request seven (7) business days in advance of the date scheduled for the Student Conduct Board Hearing.

j. **Witnesses.** Members of the Student Conduct Board may question all witnesses, followed by the parties. Questioning by the Complainant and the Accused Student may be limited in the sole discretion of the Chair of the Student Conduct Board for such issues as preserving the civility of the hearing, avoiding redundant and irrelevant questioning, and/or providing for the efficient administration of the Hearing. Witnesses are permitted to attend the Student Conduct Board Hearing only during the time they are providing testimony, they are being questioned by the

complainant, the accused or the committee unless the Student Conduct Board Chair, in ~~his/her~~their sole discretion determines otherwise.

i. **Parties Witnesses.** The Complainant and the Accused Student may arrange for witnesses to present pertinent information to the Student Conduct Board. The Complainant and the Accused Student are responsible for arranging for the voluntary attendance of ~~his or her~~their own witnesses.

ii. **Board Witnesses.** In its sole discretion, the Student Conduct Board may call other witnesses not identified

by the Accused Student or the Complainant. If prior to the hearing the Student Conduct Board anticipates calling additional witnesses, the Board shall notify the Chair of the Student Conduct. The Chair of the Student Conduct Board will then arrange for the voluntary attendance of the witnesses identified by the Student Conduct Board. The Chair of the Student Conduct shall notify the Accused Student and the Complainant of the additional witnesses. If any witness called by the Student Conduct Board intends to present written information to the Board, the Chair of the Student Conduct Board is responsible for forwarding such information to the Complainant, the Accused Student and the Student Conduct Board prior to the Hearing. No Board members shall have communication with any witnesses, except in the Hearing with the Accused Student and Complainant present.

k. **Procedural Questions.** All procedural questions are subject to the final decision of the Chair of the Student Conduct Board. If a Student Conduct Board has not been appointed, the Student Conduct Administrator will issue a final decision in response to procedural questions.

l. **Deliberations.** Once the Student Conduct Board receives all information, the Student Conduct Board shall adjourn the Hearing to discuss, deliberate and prepare Findings and Recommendations. The Student Conduct Board will determine by a simple majority (more than half of the votes cast) of members present at a duly called meeting and then vote whether the Accused Student has violated any section of the Student Code which the student is charged with violating. If the Student Conduct Board finds a violation(s) of the Student Code, the Student Conduct Board may also recommend all or any of the sanctions identified in Part II.G below.

m. **Failure to Appear.** The Accused Student is expected to attend and participate in the Student Conduct Board Hearing. If the Accused Student or the Complainant elects not to attend a hearing after appropriate written notice Section II.F.4.b above, the charges will be reviewed as scheduled on the basis of the information available, and a recommendation will be made by the Board. Although no inference may be drawn against an Accused Student for failing to attend a hearing or remaining silent, the hearing will proceed and the conclusion will be based on the evidence presented. No decision shall be based solely on the failure of the Accused Student to attend the hearing or answer the charges.

n. **Findings and Recommendations.** The Chair is responsible to prepare the Student Conduct Board's Findings and Recommendations in writing. If the Findings and Recommendations are not unanimous, opinion(s) may be written by those who differ with the Majority's Findings and Recommendations. The Chair will forward the Findings and Recommendations, including differing opinion(s), within ten (10) business days to the Dean, the Student Conduct Administrator, the Accused Student and the Complainant.

o. **Dean's Review.** The Dean will review the Findings and Recommendations from the Student Conduct Hearing along with the audio recording and supporting documents, and transmit ~~his or her~~their decision in writing within ten (10) business days from receipt to the Accused Student, the Complainant, the Student Conduct Administrator, and the Chair of the Student Conduct Board. Actions of the Dean are not limited to sanctions recommended by members of the Student Conduct Board. The Dean's decision shall be final.

p. **Appeal.** Within five (5) business days of receipt of the decision of the Dean, if either party believes that the due process procedures have been violated, an appeal may be made, in writing, to the President of the University. The President will review the case and notify all parties of ~~his~~their decision within five (5) business days. If a written appeal is not submitted within ten (10) business days following receipt of the Dean's letter, the right to appeal is thereby waived and the Dean's decision is final.

The Accused Student or Complainant may only raise, and the President shall only consider, the following:

a. Whether a procedural deviation occurred that substantially affected the outcome of the case;

b. Whether there is new information sufficient to alter the Findings or other relevant facts not available or mentioned in the original hearing, because such information and/or facts were not known to the person appealing at the time of the original Student Conduct Board Hearing.

c. The President will review the Findings and Recommendations and, at ~~his or her~~their sole discretion, the record from

the Student Conduct Hearing and supporting documents, and transmit ~~his or her~~their decision in writing to the Accused Student, the Complainant, the Student Conduct Administrator, the Chair of the Student Conduct Board, and the Dean. The President's decision shall be final.

G. SANCTIONS

1. Any student found to have engaged in misconduct may be assigned sanction(s). The sanctions are designed to engage students in critical reflection of their choices, as well as educate and develop students through a process of accountability that promotes integrity, responsibility, and growth. The Dean of the School will consider the nature of the misconduct, the impact of the misconduct on the University community, the circumstances surrounding the misconduct, and previous sanctions assigned to others for similar misconduct in determining sanctions. Repeated misconduct may result in more serious sanctions, including suspension or expulsion.

1.2. Sanctions which may be recommended by the Student Conduct Board, and imposed by the Dean of the School, upon any student found to have violated this Student Code- Include₂ but are not limited to₂ the following:

a. **Failing Grade or Cancellation of Credit.** Failing grade for an examination or assignment or for a course, and/or cancellation of all, or any portion, of a prior course credit.

b. **Censure.** A notice in writing to the student that the student is in violation or has violated institutional regulations. At the Dean's discretion, the censure may remain permanently in the student's disciplinary file or be removed at graduation if certain conditions are met.

c. **Probation.** A written reprimand for violation of specified regulations. Probation is for a designated period of time and includes the likelihood of more severe disciplinary sanctions if the student is found to violate any institutional regulation(s) during the probationary period.

d. **Loss of Privileges.** Denial of specified privileges for a designated period of time.

e. **Restitution.** Compensation for loss, damage or injury. This may take the form of appropriate service and/or monetary or material replacement.

f. Discretionary Sanctions. Assignments may be made at the discretion of the board, such as work assignments, essays, training, service to the University, temporary dismissal from a class or rotation site, an unexcused absence, a letter of unprofessional behavior in the disciplinary file or other related discretionary assignments.

fg. Non-Academic Dismissal. Dismissal of the student from their current program, with or without the option to apply for readmission to the University. The student's transcript will reflect the nature of the dismissal (Eligible to Re-Enroll or Ineligible to Re-Enroll).

gh. Suspension. Separation of the student from University for a defined (or specific) period of time, after which the student is eligible to return. Conditions for readmission must be specified.

~~h. Dismissal With or Without Readmission.~~ Separation or dismissal of the student from their current program, with or without the option to apply for readmission to the University. The student's transcript will reflect the nature of the dismissal.

i. Expulsion. Permanent removal from the University. An expelled student will be permanently barred from enrollment and permanently prohibited from entering any University premises. Expulsion may prohibit the student from being admitted to, enrolling at, or entering the campus of another component institution of Texas Tech University System without prior written approval of the [position] of the institution at which the student wishes to attend or be present. An expelled student's good standing is permanently removed. Expulsion is permanently noted on the student's transcript (Expulsion: Ineligible to Re-Enroll). An expelled student may request reconsideration based on new information that was not available at the time of conference.

ij. Revocation of Admission and/or Degree. Admission to or a degree awarded by the University may be revoked for

fraud, misrepresentation or other violations of University standards in obtaining the degree, or for other serious violations committed by a student prior to graduation. Revocation of degree is notated on the student's transcript.

jk **Withholding Degree.** The University may withhold awarding a degree otherwise earned until the completion of the process set forth in the Student Disciplinary Procedures.

~~—Multiple Sanctions. More than one of the sanctions listed above may be imposed for any single violation.~~

l. **Criminal Trespass.** In accordance with Texas Education Code, Section 51.242, a student who has been suspended or disarmed after a Student Conduct Board Hearing for disrupting the orderly operation of the campus or facility of the institution as a condition of the suspension or dismissal may be denied access to a University campus or facility, or both, for the period of suspension, and in the case of dismissal, for a period not to exceed one year.

m. **Other Sanctions.** Any other sanction(s) which may be appropriate under the particular circumstances of the violation.

~~nn. Multiple Sanctions. More than one of the sanctions listed above may be imposed for any single violation.~~

~~2-3.~~ Other than dismissal from the University or revocation or withholding of a degree, disciplinary sanctions shall not be made part of the student's permanent education record, but shall become part of the student's disciplinary record which is maintained in the Office of the Dean for the applicable School. This section shall not prevent the University from complying with any regulatory agency or licensure board requirements regarding the reporting of disciplinary actions and/or student behavior.

*State law mandates that the student's transcript a) may be withheld pending investigation and b) include a notation regarding ineligibility to return due to disciplinary processes (e.g., withdrawal, dismissal, suspension, expulsion); See TX HB 449 and 1735 (2019).

~~3-4.~~ In situations involving both an Accused Student(s) (or a registered student organization) and a student(s) claiming to be the victim of another student's conduct, the records of the process and of the sanctions imposed, if any, shall be considered to be the education records of both the Accused Student(s) and the student(s) claiming to be the victim.

~~4-5.~~ The following sanctions may be imposed upon registered student organizations and/or members thereof:

- a. Those sanctions listed above in Part II.G.1 above.
- b. Loss of selected rights and privileges for a specified period of time.
- c. Deactivation. Loss of all privileges, including University recognition and/or registration, for a specified period of time.

H. INTERPRETATION AND REVISION

1. Any question of interpretation or application of this Student Code shall be referred to the Dean of the appropriate School or ~~his or her~~their designee for final determination.

2. The Student Code Review Committee (Review Committee) shall conduct an annual review of the Student Code and make recommendations to the President regarding omission, clarifications, constructive changes and other matters relevant to the interpretation and operation of the Student Code. The Review Committee is composed of the Student Affairs representatives from each School. The President may invite recommendations by the President of the Student Government Association. A quorum for the Review Committee is four members.

A.1.A PART III. WITHDRAWAL OF CONSENT

A. RECOMMENDATION TO WITHDRAW CONSENT DURING PERIODS OF DISRUPTION

1. The term “period of disruption” is any period in which it reasonably appears that there is any of the following (Texas Education Code § 51.231):
 - a. Threat(s) of destruction to University premises;
 - b. Physical or emotional injury to human life on University premises; or,
 - c. Threat(s) of willful disruption of the orderly operation of the University.
2. During periods of disruption, the Department Chair within the applicable School may recommend to the Dean that prior to a Student Conduct Board Hearing, and in accordance with Texas Education Code, Section 51.233, a student have his/her/their consent to be in attendance at the University or on University premises be withdrawn when there is reasonable cause to believe that the student has willfully disrupted the orderly operation of University premises and that his/her/their presence on University premises will constitute a substantial and material threat to the orderly operation of the University premises.
3. Withdrawal of Consent shall not be longer than fourteen (14) days from the date on which consent was initially withdrawn.
4. Withdrawal of Consent is specifically provided by state statute (Texas Education Code § 51.233, et seq.). The provisions of Part III do not affect the power of the University to suspend, dismiss, or expel any student or employee at the University in accordance with the procedures set forth in Part II of this Handbook. If a person is alleged to have violated the Student Code, and Withdrawal of Consent also occurs, the procedures set forth in Parts II and III may occur concurrently.

B. CONCURRENCE BY DEAN

1. If the Dean concurs with the Department Chair’s recommendation, the student will have his/her/their consent to be in attendance at the University or on University premises withdrawal in writing by the Dean. Texas Education Code § 51.233(a) & 51.234.
2. The written notice by the Dean shall contain all of the following:
 - a. That consent to remain on the campus has been withdrawn and the number of days for which consent has been withdrawn, not to exceed fourteen (14);
 - b. Name and job title of the person withdrawing consent, along with an address where the person withdrawing consent can be contacted during regular working hours;
 - c. Brief statement of the activity or activities resulting in the Withdrawal of Consent; and,
 - d. Notification that the student is entitled to a hearing on the withdrawal not later than three (3) days from the date of receipt by the Dean of a request for hearing from the person.
3. Whenever consent is withdrawn by the Dean, the Dean shall submit a written report to the President within twenty-four (24) hours, unless the Dean has reinstated consent for the student. The report shall contain all of the following:
 - a. Description of the student, including, if available, the student’s name, address, and phone number; and,
 - b. Statement of the facts giving rise to the Withdrawal of Consent.

C. CONFIRMATION BY PRESIDENT

1. If the President or ~~his/her~~their designee upon reviewing the written report described above finds that there was reasonable cause to believe that the student has willfully disrupted the orderly operation of the University or university premises, and that ~~his~~their presence on University premises will constitute a substantial and material threat to the orderly operation of the campus or facility, ~~he~~she~~they~~ may enter written confirmation upon the report of the action taken by the Dean. Texas Education Code § 51.236 (b).
2. If the President or ~~his/her~~their designee does not confirm the action taken by the Dean within 24 hours after the time that consent was withdrawn, the Withdrawal of Consent shall be deemed void and of no force or effect, except that any arrest made during the period shall not for this reason be deemed to have been made for probable cause.

D. HEARING

1. The student from whom consent to remain on campus has been withdrawn, may submit a written request for a hearing to the President, within the fourteen (14) day period of withdrawal. The written request must state the address to which notice of hearing is to be sent.
2. The student shall be entitled to the following procedures in accordance with the Texas Education Code, Sections 51.234 and 51.243.
 - a. *Hearing Notice.* Upon receipt of the request for hearing, the President shall grant the request and immediately mail a written notice of the time, place, and date of the hearing, along with pertinent records, exhibits and written statements to the student. A hearing will be conducted not later than three (3) days from the date that the President receives the request for hearing. The Hearing Committee will be appointed by the President and will be comprised of members from the respective schools other than the accused.
 - b. *Representation.* The student may be represented by counsel. The University will be represented by the Office of General Counsel.
 - c. *Witnesses.* The student, as well as the Department Chair who recommended consent be withdrawn, have the right to call and question witnesses and to cross-examine witnesses at the hearing. Members of the Hearing Committee may also question the witnesses. Witnesses are permitted to attend the Hearing only when they are providing information, unless the Hearing Committee, in its sole discretion, allows otherwise. The student shall be advised of the content of the statements, and the names of the persons who made them, at the hearing.
 - d. *Evidence.* All matters upon which the decision to withdraw consent may be based shall be introduced into evidence at the hearing. The decision to withdraw consent shall be based solely on the evidence presented at the hearing. At least one (1) day prior the date scheduled for the Hearing, the parties must submit to the Chair of the Hearing Committee the following information, if applicable.
 - i. All pertinent records, exhibits and written statements (including Impact or Position Statements);
 - ii. A list of witnesses, if any, who will be speaking on behalf of the ~~A~~accused ~~S~~student or ~~E~~complainant, including a brief summary of the information to be given by each; and,
 - iii. The name of the advisor, if any, who may be present in an advisory capacity at the hearing. See Part II.F.4.i.
 - e. *Procedural Questions.* All procedural questions are subject to the final decision of the Chair.
 - f. *Recordings.* University shall record, either digitally or through audiotape, or otherwise as deemed appropriate all Hearings until such time that the Hearing Committee begins discussion and deliberation and prepares Findings and

Recommendations. Deliberations shall not be recorded. The record is University property.

g. *Appeal to President.* The student may appeal the decision within three (3) days from the date of the decision by sending a written appeal to the President. If the student does not appeal the decision by the hearing committee, the decision is final. The president will review and render a decision within seven (7) days.

h. *Appeal to the Board of Regents.* If the student is not satisfied with the decision by the President, the student may appeal to the Texas Tech Board of Regents by sending a written appeal to the Chairman of the Board of Regents, with a copy to the President, within three (3) days from the date of the President's decision. If the student does not appeal the President's decision, the President's decision is final. If the student appeals to the Texas Tech Board of Regents, the decision by the Board is final.

~~*Appeal to the Board of Regents.* If the student is not satisfied with the decision by the President, the student may appeal to the Texas Tech Board of Regents by sending a written appeal to the Chairman of the Board of Regents, with a copy to the President, within three (3) days from the date of the President's decision. If the student does not appeal the President's decision, the President's decision is final. If the student appeals to the Texas Tech Board of Regents, the decision by the Board is final.~~

PART IV: ANTI-DISCRIMINATION AND SEXUAL MISCONDUCT POLICY AND PROCEDURES (INCLUDING TITLE IX)

~~The University is committed to providing and strengthening an education, working, and living environment where students, faculty, staff, and visitors are free from sex discrimination of any kind. The University prohibits discrimination based on sex, which includes pregnancy, sexual orientation and gender identity, 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, Sexual Assault, Sexual Exploitation, Stalking, Public Indecency, Interpersonal (Dating, Domestic, or Family) Violence, Dating Violence, Sexual Violence, and other misconduct based on sex.~~

A. INTRODUCTION

~~The University is committed to providing and strengthening an educational, working, and living environment where students, faculty, staff, and visitors are free from any form of unlawful discrimination, including sex/gender discrimination. The University is dedicated to fostering and supporting a culture of mutual respect and communication. The University provides a fair and equitable student conduct process utilizing a thorough, neutral, and impartial investigation, from which is generated a prompt resolution.~~

For purposes of this Part IV of the Student Handbook, the definitions set forth in [TTUHSC OP 51.02](#), [51.03](#), and [51.04](#) shall apply.

B. NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY ~~(see [TTUHSC OP 51.02](#) for complete policy)~~

TTUHSC OP 51.02 applies to all University students and [University](#) employees, visitors, applicants for admission to or employment with the University, as well as University affiliates and others conducting business on [University](#) campuses. ~~(see [TTUHSC OP 51.02](#) for complete policy)~~

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

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

If a student has a complaint of discrimination or harassment by an employee, whether faculty, staff, or student employee, the provisions relating to the complaint process set forth in TTUHSC OP 51.02 shall apply. Students with complaints of discrimination or harassment by an employee should contact the Office of Equal Opportunity and/or submit a completed Complaint of Discrimination or Harassment form to the Office of Equal Opportunity, which is available on ~~their the University's Human Resources~~-website at the following link: ~~<http://www.ttuhsc.edu/human-resources/>~~ <https://www.texastech.edu/offices/equal-employment/>.

CONTACT	PHONE	ADDRESS	EMAIL
Office of Equal Opportunity	806-742-3627	System Administration Building 1508 Knoxville Avenue, Suite 208 Box 41073 Lubbock, TX 79409	eeo@ttu.edu

If a student has a complaint of discrimination or harassment by a student or a student organization, such complaints are guided by the Student Conduct Procedures set forth in Part II of this Student Handbook. Students with complaints of discrimination or harassment by a student or student organization should contact the ~~Office of~~ [TTUHSC Student Affairs Services](#) and/or utilize the online Incident Report Form available at <http://www.ttuhs.edu/student-affairsservices/grievances.aspx>.

CONTACT	PHONE	ADDRESS	EMAIL
Office of Student Services Assistant Provost for Student Affairs	806-742- 2300 3451	Office of Student Services Texas Tech University Health Sciences Center TTUHSC 3601 4th Street, MS Stop 8310 Academic Classroom Building, 2C400 Lubbock, TX 79430	student.services@ttuhsc.edu erina.justyna@ttuhsc.edu

In instances of complaints of sex/gender discrimination only, the ~~complainant~~complainant may also contact the Title IX Coordinator.

CONTACT	PHONE	ADDRESS	EMAIL
TTUHSC Title IX Coordinator	806-743- 2900 9681	TTUHSC Office of the President, Room 2B410B Office of the President Texas Tech University Health Sciences Center TTUHSC 3601 4th Street, MS Stop 6262 University Center 330A Lubbock, TX 79430	TitleIXCoordinator@ttuhsc.edu

While Sexual Harassment, Sexual Misconduct, and Sexual Assault may constitute prohibited acts of discrimination, such behavior is prohibited under [TTUHSC OP 51.03 Sexual Harassment, Sexual Assault, Sexual Misconduct and Title IX Policy and Complaint Procedure](#).

C. SEXUAL HARASSMENT, SEXUAL ASSAULT, SEXUAL MISCONDUCT, AND TITLE IX POLICY ~~(see TTUHSC OP 51.03 for complete policy)~~

~~This policy, in conjunction with TTUHSC OP 51.03, provides students 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 IX, the Violence Against Women Act (VAWA), the Campus Sexual Violence Elimination Act (SaVE), Texas Education Code, and other applicable law.~~

1. ~~Sexual Harassment, Sexual Assault, Sexual Misconduct and Title IX Policy~~ **Overview** ~~(see TTUHSC OP 51.03 for complete policy)~~

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 [\(Dating, Domestic, or Family\)](#) Violence, Sexual Violence, and any other misconduct based on sex.

~~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 these bases. Discriminatory behavior is prohibited regardless of the manner in which it is exhibited, whether verbally, in writing, by actions, or electronically displayed or conveyed.~~

~~a. Discriminatory behavior is prohibited regardless of the manner in which it is exhibited, whether verbally, in writing, by actions, or electronically displayed or conveyed.~~

~~b. TTUHSC OP 51.03 applies to all University students and University employees, visitors, applicants for admission to or employment with the University, as well as University affiliates and others conducting business on University campuses. TTUHSC OP 51.03 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 reoccurrence of any Sexual Misconduct and remedy discriminatory effects on the Reporting Party and others, if appropriate.~~

- c. 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.
- d. 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.

	PHONE	ADDRESS	EMAIL
TTUHSC Title IX Coordinator	806-743-2900	TTUHSC Title IX Office, 2B410B Texas Tech University Health Sciences Center 3601 4th Street, Stop 6262 Lubbock, TX 79430	TitleIXCoordinator@ttuhsc.edu
TTUHSC Title IX Deputy Coordinator for Employees	806-742-3627	System Administration Building 1508 Knoxville Ave., Suite 208 Box 41073 Lubbock, TX 79409	TitleIXCoordinator@ttuhsc.edu eeo@ttu.edu

- e. If a student has a complaint of Sexual Misconduct by an employee, whether faculty, staff or student employee, the provisions relating to employees and the complaint process set forth in TTUHSC OP 51.02 and 51.03 shall apply. Students with complaints of Sexual Misconduct by an employee should contact the Title IX Coordinator, ~~the Deputy Title IX Coordinator~~, or Office of Equal Opportunity, and/or utilize the online reporting tool available on the University's website at [https:// www.ttuhsc.edu/title-ix/default.aspx](https://www.ttuhsc.edu/title-ix/default.aspx).
- f. If a student has a complaint of Sexual Misconduct by a student or student organization, the complaint process set forth below in Part IV, Section C (3) of this Student Handbook shall apply.
- g. 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 TTUHSC OP 51.03.

CONTACT	PHONE	ADDRESS	EMAIL
TTUHSC Title IX Coordinator	806-743-9861	TTUHSC 3601 4th Street, Stop 6262 University Center 330A Lubbock, TX 79430	TitleIXCoordinator@ttuhsc.edu
TTUHSC Title IX Deputy Coordinator for Employees	806-742-3627	System Administration Building 1508 Knoxville Ave., Suite 208 Box 41073 Lubbock, TX 79409	eeo@ttu.edu

2. Amnesty

- a. Subject to the exceptions noted below, the University will not take any disciplinary action against a student enrolled at the University who in good faith reports to the University being the victim of, or a witness to, an incident of Sexual Harassment, Sexual Assault, [Dating-Interpersonal](#) Violence, or Stalking for a violation by the student of this Student Handbook, occurring at or near the time of the incident, regardless of the location at which the incident occurred or the outcome of the University's disciplinary process regarding the incident, if any.

b. The University reserves the right to investigate to determine whether a report of an incident of Sexual Harassment, Sexual Assault, ~~Dating-Interpersonal~~ Violence, or Stalking was made in good faith. After such investigation, the Title IX Coordinator or his/her designee will make a determination as to whether a student is entitled to amnesty. Once a determination is made regarding amnesty for a student, such determination is final and may not be revoked.

c. Notwithstanding the forgoing, amnesty does not apply to a student who reports the student's own commission or assistance in the commission of Sexual Harassment, Sexual Assault, ~~Dating-Interpersonal~~ Violence, or Stalking.

d. Although students eligible for amnesty may avoid disciplinary action under these amnesty provisions, amnesty does not preclude the University from encouraging students to participate in directives such as counseling or educational opportunities relating to the conduct students were engaged in.

e. Abuse of these amnesty provisions by a student may result in a violation of this Student Handbook. The amnesty provisions do not impact criminal proceedings or charges, mandatory reporting to state licensing boards, legal actions, or actions required to comply with professional ethic requirements.

3. Sexual Harassment, Sexual Assault, Sexual Misconduct and Title IX Complaint Process Involving Students or Student Organizations

These complaint provisions shall apply to Sexual Misconduct that occurs on University premises, at University sponsored activities, or off-campus if it occurred in the context of an educational program or activity of the University or if there is a hostile environment on campus resulting from the off-campus activity. Additionally, these provisions may also be applied to behavior conducted online, via email, or other electronic medium. Students should be aware that online postings such as blogs, web postings, chats, and social networking sites may be in the public sphere, may not be private, and could subject a student to complaints of conduct violations. The University does not regularly search for this information but may take action if and when such information is brought to the attention of the University.

4. Investigations and Procedures. ~~All complaint investigations and procedures are entirely administrative in nature and are not considered legal proceedings.~~ All investigations and procedures will be non-adversarial in nature and will be conducted in a prompt, equitable, and impartial manner. Investigations conducted under this policy are not criminal investigations. Additionally, mediation will not be used to resolve complaints of Sexual Assault and Interpersonal Violence. For all complaints under this regulation, the burden of proof shall be a preponderance of the evidence, which means more likely than not.

Each student shall be responsible for ~~his/hers~~their conduct from the time of the application for admission through the actual awarding of a degree, even though conduct may occur before classes begin or after classes end, as well as during the academic year and during periods between terms of actual enrollment. As such, these provisions of this Student Handbook shall apply to persons who withdraw after an alleged violation, who are not officially enrolled for a particular term but who have a continuing relationship with the University, or who have been notified of their acceptance.

In an effort to respond promptly and effectively to reports of Sexual Misconduct, the University attempts to resolve complaints within sixty (60) days' notice of the incident, not including appeal. However, this time period may vary depending on the complexity of the investigation, severity and nature of the alleged conduct, availability of individuals participating in the process, availability of evidence, delays for concurrent criminal investigations, breaks between academic semesters, and other delays.

a. Intake and Initial Inquiry

Upon receipt of a report of Sexual Misconduct, the Title IX Coordinator, or designee, will review the allegations. As reported allegations of Sexual Misconduct have varying degrees of complexity and severity, the investigation and resolution procedures described below may vary. The Title IX Coordinator will inquire, gather, and review information and will evaluate the accuracy, credibility, and sufficiency of the information received. If a formal complaint is not filed, the Title IX Coordinator may nonetheless conduct an investigation if the University learns of alleged Sexual Misconduct through other means depending on the source and nature of the information provided, the seriousness of the alleged incident, the specificity of the information, the objectivity and credibility of the source of the report, whether any individuals can be

identified who were subjected to the alleged Sexual Misconduct, and whether those individuals want to pursue the matter.

The Title IX Coordinator may conduct an initial meeting with the Reporting and/or Complaining Party to gather additional information regarding the allegation; inform him/her of on and off-campus resources, procedural options, and the University's policy regarding retaliation; and to determine safety, security, or other interim measures. Additional meetings may be necessary depending on the complexity of the reported allegations.

Incidents will not be investigated unless there is reasonable cause to believe TTUHSC OP 51.03 has been violated. Reasonable cause includes some credible information to support a policy violation. If it is determined that an investigation will be conducted, the Responding Party will be given notice of the complaint and an opportunity to respond. If it is determined that an investigation will not be conducted, the Title IX Coordinator may contact the Responding Party to discuss the reported concern.

When a Reporting-Complaining Party is reluctant, and/or refuses to participate in the investigation process, the Title IX Coordinator may investigate the allegations to the fullest extent possible given the information made available. The University will make every attempt to follow the wishes of the Reporting-Complaining Party while protecting the University Community.

b. Informal Resolution

Prior to the formal ~~investigative process~~hearing, either the Reporting-Complaining Party or the Responding Party may make a request, either orally or in writing, for informal resolution to the Title IX Coordinator. The Title IX Coordinator will assess the severity of the alleged harassment and the potential risk of a hostile environment for others in the University Community to determine whether informal resolution may be appropriate. Mediation will not be used to resolve complaints of Sexual Assault and Interpersonal Violence.

Upon determining that informal resolution is appropriate, the Title IX Coordinator will consult further with the person initiating the request, inform the other party, and gather additional relevant information from the parties and others as useful to assist in the informal resolution process. The Title IX Coordinator may also put in place any appropriate interim measures to protect the educational and work environment of the parties and the University Community.

The University will not compel the Reporting-Complaining Party or Responding Party to engage in mediation, to directly confront the other party, or to participate in any particular form of informal resolution. Participation in informal resolution is ~~is~~ voluntary, and the Reporting-Complaining Party and Responding Party have the option to discontinue the informal process at any time and request a formal investigation. If at any point during the informal resolution process, the Reporting-Complaining Party, the Responding Party, or the University wishes to cease the informal resolution process and to proceed through the formal resolution process, the informal resolution process will stop and the formal resolution process outlined in this Part IV, Section C(3)(c), of the Student Handbook below will proceed.

c. Investigation Process

If the Title IX Coordinator or designee conducts an investigation of the reported allegation, the investigation may consist of the review of the complaint, any relevant documentation, and interviews with relevant individuals. Each party will be given the opportunity to share information regarding the allegation, as well as any response to such, and identify witnesses and other relevant evidence. The extent of the investigation and its procedures will be determined by the Title IX Coordinator. During the investigative process, it is expected that the Reporting-Complaining Party and the Responding Party will cooperate with the University in providing all information or evidence that they believe should be considered. Additionally, other administrators may be consulted to assist with the investigation.

Prior to an investigative interview, the Reporting-Complaining and Responding Parties will be provided a student rights and responsibilities document to review and sign. The student rights and responsibilities document informs the student of ~~his or her~~their rights to be exercised before and during the course of the investigation and student conduct process.

Information gathered during the course of the investigation and student conduct process may only be shared with faculty, staff, students, and/or advisors who are directly involved in the incident or necessary to the student conduct process.

Information gathered may also be disclosed in compliance with a judicial order, lawfully issued subpoena, or otherwise required by law.

After the investigation is complete, the Title IX Coordinator will prepare a written investigation report.

Reporting-Complaining Parties and Responding Parties will have access to the completed investigation report and/or investigative materials relevant to the allegation(s) after the formal investigative process has concluded. In order to protect confidentiality, Reporting-Complaining Parties and Responding Parties are not given copies or investigation reports and/or investigative materials.

d. Administrative Resolution

At any point in the student conduct process, if the Responding Party accepts responsibility for the alleged violations of TTUHSC OP 51.03, the Parties may choose to resolve the issue through the Administrative Resolution process outlined below. The Administrative Resolution process is voluntary.

The Title IX Coordinator will, in consultation with the appropriate University dean, or if the allegation involves a student organization, the appropriate University staff member advisor of the organization, review the complaint and information gathered about the reported Sexual Misconduct, and if applicable, propose findings and specify appropriate sanctions. The Title IX Coordinator will send written notice to both the Reporting-Complaining Party and the Responding Party of the proposed findings and sanctions. The Parties will have five (5) business days to review the Administrative Resolution and decide whether they would like to accept or decline the proposed findings and recommended sanctions. Agreement with the terms of the Administrative Resolution is established by one of the two following ways:

- i. A signature, or an electronic signature, by a Party or the Parties attesting to agreement with the findings and sanctions; or
- ii. No written objection by the Reporting-Complaining Party or the Responding Party to the findings and sanctions within five (5) business days of the date the proposed findings and recommended sanctions were sent to the Parties.

If both the Reporting-Complaining Party and the Responding Party agree with the proposed findings and recommended sanctions, the matter is considered concluded. Additionally, if accepted, the Parties waive their right to a hearing, the process ends, the finding is final, and there is no appeal. The complaint will only be reopened if new material, previously unavailable is presented.

If either Party disagrees with or does not accept the proposed findings and/or recommended sanctions, then the complaint will proceed and a hearing will take place.

e. Hearing Procedures

i. Prehearing/Formal Allegations Assigned

Once the investigation is complete, if the complaint is not otherwise resolved, the Reporting-Complaining Party and the Responding Party will be given notice of a pre-hearing meeting. Should the Reporting-Complaining Party or the Responding Party not participate in the pre-hearing meeting, the conduct process may continue without their participation through resolution. During this meeting, the Reporting-Complaining Party and the Responding Party will be given the opportunity to review the investigation report, relevant evidence, and other documents to be used in the hearing. Other documents may include Reporting-Complaining Party's allegations, list of potential Hearing Officers, and hearing script. Following the pre-hearing, the Reporting-Complaining Party and the Responding Party will be notified of a date, time, and location of the hearing.

While the Reporting-Complaining Party and the Responding Party may identify errors in their own statements during the pre-hearing, they are not able to add additional information to the investigation report unless that information, in the judgment of the Title IX Coordinator, was unavailable during the investigative process and is pertinent to the

complaint. If a [Reporting-Complaining](#) Party or Responding Party discovers new, previously unavailable information during the time after the pre-hearing but before the hearing, the party should inform the Title IX Coordinator immediately. If the new information is pertinent to the consideration of the complaint, the Title IX Coordinator will determine whether the new information should be included in the investigation report or presented verbally during the hearing. If there is new evidence introduced, the [Reporting-Complaining](#) Party and the Responding Party will be given the opportunity to provide a response to any such evidence that will be presented in the hearing.

The Title IX Coordinator or designee will schedule the hearing no sooner than five (5) business days from the date of the last pre-hearing meeting. The five-day period can be waived by the Title IX Coordinator with agreement by the involved Parties.

ii. Hearing

After notice has been given to the [Reporting-Complaining](#) Party and the Responding Party, the University may proceed to conduct a hearing and render a finding of Responsible or Not Responsible for the Responding Party's alleged misconduct and, in the event of a responsible finding, decide appropriate sanctions, conditions, and/or restrictions. The [Executive Vice President of Academic Affairs Provost or their designee](#) shall appoint a panel of three (3) Hearing Officers to conduct the hearing. All persons serving as Hearing Officers shall be oriented and trained to adjudicate a Sexual Misconduct case in accordance with this Student Handbook. If there is a conflict of interest, or appearance thereof, with one of the selected Hearing Officers, that person will recuse themselves and the [Executive Vice President of Academic Affairs Provost or their designee](#) shall appoint another person to the panel. Additionally, both the [Reporting-Complaining](#) Party and the Responding Party may raise issues of conflicts of interest with regard to the potential Hearing Officer panel to the [Executive Vice President of Academic Affairs Provost or their designee](#) within three (3) business days after notice has been given to the Parties of the panel members. The [Executive Vice President of Academic Affairs Provost or their designee](#) will weigh these issues and resolve them accordingly. No party has a right to disqualify a Hearing Officer panel member absent a demonstrated bias.

The hearing may be held and a decision or recommendation made, regardless of whether the [Reporting-Complaining](#) Party or the Responding Party fail to respond or fail to attend the hearing. Should the [Reporting-Complaining](#) Party or the Responding Party fail to respond or fail to attend the hearing, the Hearing Officers may consider the available information and render a decision.

Hearings are closed to the public. Both the [Reporting-Complaining](#) Party and Responding Party have the right to be present at the hearing; however, they do not have the right to be present during the deliberation of the Hearing Officers. Arrangements can be made so that [Reporting-Complaining](#) Party and Responding Party do not have to be in the hearing room at the same time. To request changes in the scheduled hearing time, the parties should contact the Title IX Coordinator not less than five (5) business days prior to the scheduled hearing.

During the hearing, the Title IX Coordinator or designee presents the allegations, investigation report, evidence, witnesses, and questions for deliberation in the hearing. The hearing Officers may question the Title IX Coordinator, Title IX Investigator, [Reporting-Complaining](#) Party, Responding Party, and any witnesses. The [Reporting-Complaining](#) Party and Responding Party do not have the right to question each other nor witnesses directly but may do so through the Title IX Coordinator [or designee](#). The [Reporting-Complaining](#) Party and Responding Party have the right to add or make additional comments about the facts of the complaint. Should new evidence be presented without prior discussion with the Title IX Coordinator, the hearing may be halted to consider the inclusion of this information. Impact statements will also be halted if they are shared prior to the sanctioning phase of the hearing. In the event the Hearing Officers remove a student due to misconduct in the hearing process, the alleged misconduct in the hearing process will be forwarded to the appropriate student conduct administrator, who will follow the conduct process in Part II of this Student Handbook.

Following the hearing, the Hearing Officers will deliberate and will render a finding of responsible or not responsible for the Responding Party's alleged misconduct as well as decide any sanctions, conditions and/or restrictions if applicable. Any findings of the investigation will be based upon a preponderance of the evidence, which means more likely than not. The Hearing Officers will inform the [Reporting-Complaining](#) Party and the Responding Party in writing within five (5) business days of their decision(s).

Either the [Reporting-Complaining](#) Party or Responding Party may utilize the Appeal Procedures outlined in sub-section 29

“f” below.

iii. Conduct Outcomes/Findings (Sanctions, Conditions, Restrictions)

In the event a Responding Party is found responsible for the alleged misconduct, the Hearing Officers may impose sanctions, conditions, and/or restrictions as described in Part II of this Student Handbook.

Records concerning a student or student organization related to the disciplinary process will remain on file with the Title IX Coordinator for a minimum of seven (7) years from the date the complaint is resolved.

f. Appeal Procedures

Either the ~~Reporting-Complaining~~ Party or Responding Party may appeal the decision or the sanction(s), condition(s) and restriction(s) imposed by the Hearing Officers by submitting a written appeal to the ~~Executive Vice President of Academic Affairs Provost~~ or ~~his/her/their~~ designee within five (5) business days of receiving the written decision. The appeal must clearly set forth the grounds for the appeal, together with the evidence upon which the appeal is based. A disagreement with the decision alone shall not constitute grounds for appeal. The only proper grounds for appeal and the only issues that may be considered on appeal are as follows:

- i. A procedural [or substantive] error occurred that significantly impacted the outcome of the hearing (e.g. substantiated bias, material deviation from established procedures, etc.)
- ii. The discovery of new evidence, unavailable during the original hearing or review of the case, which could substantially impact the original finding or sanction. A summary of this new evidence and its potential impact must be included; or
- iii. The sanctions imposed substantially vary from the range of sanctions normally imposed for similar infractions.

The ~~Executive Vice President of Academic Affairs Provost or their designee~~ will review the appeal to determine if the appeal is timely and properly sets forth the appropriate grounds for appeal. If any of these requirements are not met, the appeal will be dismissed, and the original decision of the Hearing Officers will be final. If the grounds for an appeal are determined proper by the ~~Executive Vice President of Academic Affairs Provost or their designee~~, the Title IX Coordinator will provide the request for appeal to the other party and provide opportunity for response. Any responses must be provided to the ~~Executive Vice President of Academic Affairs Provost or their designee~~ within five (5) business days after receiving a copy of the request for appeal.

The results of the appellate process as outlined below will be final.

If the ~~Executive Vice President of Academic Affairs Provost or their designee~~ determines that a procedural [or substantive] error occurred that significantly impacted the outcome of the hearing, ~~he/she/they~~ may order a new hearing. If a new hearing is ordered, all hearing procedures in Part IV, Section C(3)(e), will be followed. The Hearing Officers will notify the ~~Reporting-Complaining~~ Party and Responding Party of the outcome within five (5) business days of the decision of the Hearing Officers. The decision of the Hearing Officers is final and may not be appealed.

If the ~~Executive Vice President of Academic Affairs Provost or their designee~~ determines that new evidence should be considered, ~~he/she/they~~ may return the complaint to the original Hearing Officers to reconsider the new evidence, or may order a new hearing. If new evidence is considered, the Hearing Officers may increase, decrease, or otherwise modify the findings, sanctions, conditions, and/or restrictions. The Hearing Officers will notify the student of the outcome within five (5) business days of their decision. The decision is final and may not be appealed. If a new hearing is ordered, all hearing procedures in Part IV, Section C(3)(e), will be followed. The ~~Hearing Officers Title IX Coordinator~~ will notify the ~~Reporting Party/Complaining Party~~ and Responding Party of the outcome within five (5) business days of their decision. The decision of the Hearing Officers is final and may not be appealed.

If the ~~Executive Vice President of Academic Affairs Provost or their designee~~ determines that the sanctions imposed

substantially vary from the range of sanctions normally imposed for similar infractions, he/she/they may then increase, decrease or otherwise modify the sanctions, conditions, and/or restrictions instead of returning the case to the original Hearing Officers or ordering a new hearing. If the Executive Vice President of Academic Affairs Provost or their designee makes a decision regarding the sanctions, conditions, and/or restrictions without returning the case to the original Hearing Officers, he/she will notify the student in writing of the outcome within five (5) business days of his/her decision. The decision of the Executive Vice President of Academic Affairs Provost or their designee is final and cannot be appealed. If the Executive Vice President of Academic Affairs Provost or their designee returns the case to the original Hearing Officers, the Hearing Officers may increase, decrease, or otherwise modify the findings, sanctions, conditions, and/or restrictions. The Hearing Officers Title IX Coordinator or designee will notify the student of the outcome within five (5) business days of their decision. The decision is final and may not be appealed. If a new hearing is ordered, all hearing procedures in Part IV, Section C(3)(e), will be followed. The Hearing Officers Title IX Coordinator will notify the Reporting-Complaining Party and Responding Party of the outcome within five (5) business days of their decision. The decision of the Hearing Officers is final and may not be appealed.

In those cases, in which the error cannot be cured by the original Hearing Officers (i.e., some cases of bias), the Executive Vice President of Academic Affairs Provost or their designee may order a new hearing with a new panel of Hearing Officers.

The Title IX Coordinator shall make all reasonable efforts to timely notify the Reporting-Complaining Party and Responding Party of the status of the appeal throughout the appellate process.

g. Follow up

After the findings(s) and sanctions become final and all appeals, if any, are exhausted, the Reporting-Complaining Party shall be advised that if the complained of activity persists, they should contact the Title IX Coordinator. Likewise, in the event the Reporting-Complaining Party believes retaliation for filing a complaint has taken place, they should contact the Title IX Coordinator.

The Title IX Coordinator will follow up with the Reporting-Complaining Party within sixty (60) calendar days after conclusion of the matter to ensure that the complained of behavior has ceased.

D. PREGNANCY

Discrimination based on pregnancy is a form of discrimination based on sex. Women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all educational opportunities as other persons not so affected but similar in their ability or inability to participate in education programs or activities.

If a pregnant or parenting student feels that they require flexibility or an accommodation in order to be successful at TTUHSC, it is the student's obligation to make the request initially through their appropriate school's student affairs personnel. Students requesting a pregnancy or parenting related accommodation should do so as soon as they become aware that an accommodation may be needed. If the student and school are unable to come to a mutually agreeable decision in relation to reasonable flexibility and adjustments, the student should contact the TTUHSC Title IX Coordinator. The Title IX Coordinator will consult with the student and school administrator(s) to begin the interactive process and ultimately, reasonable flexibility and adjustments will be determined.

If a student disagrees with the determination and/or proposed accommodation after engaging in the interactive process, the student may file a complaint with the Title IX Coordinator.

In certain situations, if there is a medical condition due to pregnancy, it may be protected under the Americans with Disabilities Act (ADA), entitling the student to a reasonable accommodation. Accommodation requests due to pregnancy-related complications should be directed to Student Disability Services.

PART V. STUDENT RECORDS

A. GENERAL POLICY

Policies and procedures concerning student records are based on respect for the privacy of the individual. To minimize —the risk of improper disclosure, academic records are maintained separately from disciplinary records. (During the time of disciplinary suspension or expulsion, the notice is placed in the student’s permanent file.) The conditions for access to each are set forth in the Student Handbook and complies with federal and state statutes and with registered student organization guidelines. The procedures set forth below apply to all persons formerly or currently enrolled at Texas Tech University Health Sciences Center.

B. ADDRESS OF RECORD

Students must maintain an accurate permanent address with the Office of the Registrar. The address is used for official notifications including billing and notification of official university requirements. Students should maintain a current local address and telephone number that is used by university officials, and/or student organizations and the campus community. [Students may update their contact information at www.webraider.ttuhscc.edu via their MyTech tab.](http://www.webraider.ttuhscc.edu)

C. STUDENT ACCESS TO EDUCATIONAL RECORDS

All current and former students of the university have the right to access their educational records as provided by law.

Notification of Rights under FERPA for Postsecondary Institutions ~~T~~he Family Educational Rights and Privacy ACT (FERPA) afford eligible students certain rights with respect to their education records. (An “eligible student” under FERPA is a student who is 18 years of age or older or who attends a postsecondary institution.) These rights include:

1. The right to inspect and review the student’s education records within 45 days after the day Texas Tech University Health Sciences Center receives a request for access. A student should submit to the Office of the Registrar a request by completing and submitting HSC OP 77.13 Attachment B that identifies the record(s) the student wishes to inspect. The school official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the school official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.
 - a. Generally if the Education Record is covered under FERPA, the student may inspect or review the education record at the Office of the Registrar, but does not have the right to receive copies of the education record unless a student is effectively prevented from onsite inspection or review of his/her education record. The student may then have a right to receive copies of the education record at the student’s expense after evaluation of the circumstances by the Office of the Registrar.
 - b. Official copies of academic records or transcripts will not be released for students who have a delinquent or unpaid financial obligation to the University, have a “hold” at the University, or have an unresolved disciplinary action pending at the University, provided that applicable law does not otherwise require disclosure of the records.
2. The right to provide written consent before the university discloses personally identifiable information (PII) from the student’s education records, except to the extent that FERPA authorizes disclosure without consent.

The school discloses education records without a student’s prior written consent under the FERPA exception for disclosure to school officials with legitimate educational interests. A school official is a person employed by Texas Tech University Health Sciences Center in an administrative, supervisory, academic, research, or support staff position (including law enforcement unit personnel and health staff); a person serving on the board of trustees; or a student serving on an official committee, such as a disciplinary or grievance committee. A school official also may include a volunteer or contractor outside of the Texas Tech University Health Sciences Center who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, or collection agent or a student volunteering to assist another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the Texas Tech University Health Sciences Center.

3. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Texas Tech University Health Sciences Center to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Center,
U.S. Department of Education 400 Maryland Avenue, SW Washington, DC 20202

4. A student may waive the right of access to confidential letters of recommendation in the areas of admissions, job placement and receipt of awards.

5. Personally identifiable information such as rank in class, personal conduct, grade point average, academic progress, etc., shall not be released to non-authorized personnel without the written consent of the student.

D. RECORDS NOT ACCESSIBLE TO STUDENTS

The following are records not accessible to students:

1. Records of instructional, administrative and educational personnel that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;

2. Records of the Texas Tech Police Department, subject to the provisions of 34 C.F.R. 99.8;

3. Records relating solely to an employee of TTUHSC in his/her capacity as an employee that are not available for any other purpose, unless the Student is employed as a result of his/her status as a Student;

4. Student medical and counseling records created, maintained, and/or used only in connection with providing medical treatment or counseling to the Student, that are not disclosed to anyone other than the individuals providing the treatment; and

5. Alumni records or other records that contain information about an individual after he/she is no longer a Student at that agency or institution (e.g., information gathered on the accomplishments of alumni).

E. DISCLOSURE OF EDUCATION RECORDS

FERPA permits the disclosure of PII from students' education records, without consent of the student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the student, §99.32 of FERPA regulations requires the institution to record the disclosure. Eligible students have a right to inspect and review the record of disclosures. Texas Tech University Health Sciences Center may disclose PII from the education records without obtaining prior written consent of the student:—

1. To other school officials, including ~~teachers~~ faculty, within Texas Tech University Health Sciences Center whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31 (a)(1)(i)(B)(1) – (a)(1)(i)(B)(2) are met. (§99.31 (a)(1))

2. To officials of another school where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31 (a)(2))

3. To authorized representatives of the U. S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as a State postsecondary authority that is responsible for supervising the university's State-supported education programs. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal-or-State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII

to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31 (a)(3) and 99.35)

4. In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31 (a)(4))

5. To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31 (a)(6))

6. To accrediting organizations to carry out their accrediting functions. (§99.31 (a)(7))

7. To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31 (a)(8))

8. To comply with a judicial order or lawfully issued subpoena. (§99.31 (a)(9))

9. To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31 (a)(10))

10. Information the school has designated as “directory information” under §99.37. (§99.31 (a)(11))

11. To a victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense, subject to the requirements of §99.39. The disclosure may only include the final results of the disciplinary proceeding with respect to that alleged crime or offense, regardless of the finding. (§99.31 (a)(13))

12. To the general public, the final results of a disciplinary proceeding, subject to the requirements of §99.39, if the school determines the student is an alleged perpetrator of a crime of violence or non-forcible sex offense and the student has committed a violation of the school’s rules or policies with respect to the allegation made against him or her. (§99.31 (a)(14))

13. To parents of a student regarding the student’s violation of any Federal, State, or local law, or of any rule or policy of the school, governing the use of possession of alcohol or a controlled substance if the school determines the student committed a disciplinary violation and the student is under the age of 21. (§99.31 (a)(15))

F. STUDENT’S REQUEST TO AMEND RECORDS

Students have the right to request an amendment of their educational records and information directly relating to them. This section does not include procedures for students challenging individual grades. Grade appeal and grievance procedures are set forth in the individual Student Handbooks for each School and the TTUHSC Student Handbook/Code of Professional Conduct. The request is limited to inaccurate, misleading or otherwise inappropriate records and information. The procedures set forth below shall be followed to amend the records.

1. Student who believes that his/her/their Education Records are inaccurate or misleading, or that the records violate his/her/their privacy rights, must first request an informal discussion regarding the questionable item with the Office of the Registrar, who may or may not honor the request.

2. If the result of the informal discussion with the Office of the Registrar is not satisfactory to the Student, and the Student still wishes to have the record corrected, the Student should submit a [Student Request to Amend Education Records form](#) HSC OP 77.13 to the ~~Executive Vice President for Academic Affairs~~Provost or their designee. The request shall clearly identify the part of the record the Student believes should be changed, and specify why it should be changed, i.e., why the Student believes the record is inaccurate, misleading or in violation of his/her/their privacy rights. [Note: The substantive judgment of a faculty member regarding a Student’s work, expressed in grades or evaluations, is not within the purview of the right to seek amendment of Education Records under this section. This section does not include procedures for Students challenging individual grades. Grade appeal and grievance procedures are set forth in the individual Student handbooks for each School and the TTUHSC Student Handbook/ Code of Professional Conduct.]

3. After receiving the written request from the Student for a change in his/her/their Education Records, the ~~Executive Vice President for Academic Affairs (“EVPAA”)-Provost~~ or their designee shall request, and the Office of the Registrar shall provide, a written statement that explains why the request for the change in the Education Record was denied at the informal stage. After reviewing the request by the Student and the response of the Office of the Registrar, the ~~SVPA~~Assistant Provost for Student Affairs or designee will provide written notification to the Student whether or not TTUHSC will implement the change. If not, the ~~SVPA~~Assistant Provost for Student Affairs or designee will notify the Student of the right to a hearing to challenge the information believed by the Student to be inaccurate, misleading, or in violation of the Student’s rights.

4. Upon receiving a written request from the Student for a hearing, the ~~EVPA~~Assistant Provost for Student Affairs or designee shall arrange for a hearing and provide written notice to the Student reasonably in advance of the date, time and place of the hearing. The hearing will be conducted according to the following procedures:

a. The hearing shall be conducted by a hearing official or committee appointed by the President or designee. Such individual(s) must have no direct interest in the outcome of the case and shall decline to serve if a conflict of interest, or an appearance of a conflict of interest, exists with either the Student or the Office of the Registrar.

b. At least five (5) days prior to the date scheduled for the hearing, the Student and the Office of the Registrar, shall submit to each other, as well as to the hearing official or committee, any and all pertinent documents and a list of witnesses and advisors who are to be involved in the hearing process. The Student may, at his/her/their own expense, be assisted or represented by one or more individuals of his/her/their own choice, including an attorney. If the Student has an advisor, the Office of General Counsel shall represent the University. The Student and the Office of the Registrar are each responsible for presenting relevant information. Therefore, the advisors and/or attorneys for the Parties are not permitted to speak or participate directly in the hearing.

c. At the hearing, the Student shall have the opportunity to present evidence to support his/her/their position that the content of the relevant educational record is inaccurate, misleading and/or otherwise in violation of the privacy rights of the Student.

d. Any additional information regarding the hearing procedures will be provided to the Student when notified of the right to a hearing.

e. Within seven (7) business days after the conclusion of the hearing, the hearing officer or chair of the hearing committee, if applicable, will transmit the decision in writing to the Student, the Office of the Registrar, and the ~~EVPA~~Assistant Provost for Student Affairs or designee. The decision must include a summary of the evidence and the reasons for the decision. If, as a result of the hearing, the hearing official or committee determines that the information in the Education Record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the Student, the Student will be notified of the right to place a statement in the record contesting the information in the record or stating why the Student disagrees with the decision of the agency or institution, or both. Any statement provided by the Student shall be maintained with the contested portion of the record for as long as the record is maintained. In the event the contested portion of the record is later requested, the statement shall be disclosed with the record to the extent it pertains to the contested portion.

G. RELEASE OF STUDENT DIRECTORY INFORMATION

The following student information is considered Texas Tech University Health Sciences Center Directory Information:

1. Student Name
2. Permanent and Local Addresses
3. Telephone Numbers
4. Classification
5. Major Field of Study
6. Dates of Attendance
7. Degrees, Awards, and Honors Received
8. Specific Enrollment Status
 - a. Full-time, Part-time, Half-time
 - b. Undergraduate, Graduate

9. Participation in Officially Recognized Sports and Activities
10. Previous Institution's Attended
11. Postgraduate Training/Clinical sites for R.N., M.D., or Ph.D. graduates and degree candidates

This information will be released by various campus offices periodically, or on request, unless the student stipulates that directory information (as defined above) be withheld. Students may request that directory information be withheld by submitting a completed HSC OP 77.13 Attachment A, [Student Consent to Release Education Records](#), or by restricting personal directory information at WebRaider.ttuhs.c.edu on the MyTech tab. Students should select the Directory Profile link located under Personal Information and uncheck the box next to their name. The publication known as the Texas Tech Campus Directory is one type of printed periodical containing data classified as "directory information". To restrict directory information from appearing in the printed directory, students must go to WebRaider and restrict directory information prior to the 12th class day in the fall term. Restricted directory information will remain restricted until the students unrestricts the information.

H. DESTRUCTION OF RECORDS

The university constantly reviews the "educational records" it maintains and periodically destroys certain records. The university will not destroy records if prohibited by state or federal law. The student's basic scholastic record is kept and maintained permanently in the Office of the Registrar. Disciplinary records are maintained for at least seven years in the Student Judicial Programs office. Student Disability Services records are maintained for three years after the last date of enrollment.

I. LETTERS OF RECOMMENDATION

1. Students may review recommendations used in application for employment or for admission to any educational agency or institution, or information concerning honors awarded, except when the student waives, in writing, the privilege of examination.
2. Under the Family Educational Rights and Privacy Act 1974, as amended, the student does not have access to confidential letters and statements of recommendation which were placed in the educational records before January 1, 1975, if the letters or statements are used for purposes for which they were specifically intended.

J. MEDICAL RECORDS

Medical records are maintained for students seen by a Student Health Services provider. Information contained in the medical record is completely confidential and will not be released to another person or institution without written permission of the student unless otherwise authorized by law. Students needing to request a copy of their medical records may contact Student Health Services at (806) 743-2860.

PART VI. REGISTRATION OF STUDENT ORGANIZATIONS

A. CONDITIONS FOR REGISTRATION

1. Student organizations wishing to register with the Texas Tech University Health Sciences Center must file an application with the Office of [HSC-Student ServicesLife](#). The purposes and activities of the organization shall be lawful and not in conflict with regulations published by the Texas Tech University Health Sciences Center.
2. This application shall contain, but not be limited to, the following information:
 - a. A statement of the organization's purposes;
 - b. Any present or intended relation the organization may have to any other local, state, or national organization;
 - c. The organization's proposed activities;

- d. A list of the organization's officers;
- e. A copy of the organization's constitution/bylaws;
- f. A copy of the constitution/bylaws of any related organization if any; and,
- g. The signature, title, and campus address of a full-time member of the faculty or staff indicating his or her willingness to serve as the advisor to the organization.

3. Membership in the organization shall be open only to students of Texas Tech University Health Sciences Center without regard to race, religion, sex, handicap or national origin, except in cases of designated fraternal organizations which are exempted by federal law from Title IX regulations concerning discrimination on the basis of sex. Faculty and staff may hold adjunct memberships in accordance with the organization's constitution.

4. The organization shall not duplicate the purposes and functions of a previously registered organization, unless need for such duplication is substantiated.

5. All funds allocated to the organization from TTUHSC controlled sources must be maintained in a TTUHSC account.

6. The organization shall show promise of effectively meeting its stated objectives, be free from control by any other organization and be lawful and peaceful in its activities.

7. The organization shall not use the name of the Texas Tech University Health Sciences Center, logotype, or symbols of TTUHSC as part of its name or in its publications. In addition, the organization shall not advertise or promote events or activities in a manner, which suggests sponsorship by TTUHSC. The organization is permitted to use the word "TTUHSC Chapter" as part of its name or to use the complete statement "a registered student organization at TTUHSC." Requests to use logos or symbols protected by TTUHSC, Texas Tech University or the Texas Tech University System shall be submitted to Office of the Vice Chancellor for Institutional Advancement.

8. Registration of an organization results from compliance with these regulations; it does not imply TTUHSC approval of the organization or its activities.

B. Faculty or Staff Advisor

Each registered organization shall have a TTUHSC full-time faculty or staff advisor to be available to the officers and members for consultation about the organization's affairs, to attend organization meetings and functions as often as possible, to certify the expenditures of the organization by reviewing credits and debits in [OrgSync-HSC Net](#) to offer suggestions regarding the operations of the organization and to oversee adherence to TTUHSC regulations and the organization's constitution and bylaws. The advisor will be required to ensure that the current officers are designated with administrator privileges.

C. CONDITIONS FOR MAINTAINING REGISTRATION

1. In order to maintain its registration, a student organization shall comply with the following requirements:

- a. The organization shall file a list of its current officers and advisor within one (1) month of the first day of classes of the fall semester each year. The current president of the organization, or his or her designated representative shall file notification of subsequent changes, when such changes occur.

- b. The organization shall submit to the Office of [TTUHSC Student Services-Life](#) for approval, all changes in documents on file in that office relating to the organization, such as revisions in its constitution, changes in its statement of purpose, changes in procedures for handling organization funds or changes in membership requirements.

- c. The organization shall maintain its funds in accordance with Section A of this part and be in good standing with the Texas

Tech University Health Sciences Center.

d. The organization shall demonstrate by its activities that it is conducting business to achieve its purpose as stated on the application.

e. The organization shall conduct its affairs in a lawful manner, in accordance with the constitution and bylaws it has on file, and in accordance with applicable Texas Tech University Health Sciences Center regulations and state statutes.

f. The organization shall be responsible for the observance of all applicable TTUHSC regulations by off-campus individuals or organizations whose appearance on campus is sponsored by the organization.

g. The Office of ~~TTUHSC-Student Services-Life~~ may withdraw the registration of an organization for non-compliance with University policies and procedures.

D. DENIAL OF REGISTRATION

1. No student organization will be officially registered with the Texas Tech University Health Sciences Center if the Office of ~~TTUHSC Student Services-Life~~ determines that the organization's actions or activities are detrimental to the educational purposes of the University or not in accordance to the Student Handbook.

2. If registration is denied, the designated president and advisor of the applying organization shall be notified of the decision by the Office of ~~TTUHSC-Student Services-Life~~ in writing. The applying organization may appeal in writing to the ~~Executive Vice President for Academic Affairs~~ Provost or their designee within five (5) business days from the date of the denial letter. The decision of the ~~Senior Vice President for Academic Affairs~~ Provost or their designee is final.

PART VII. USE OF UNIVERSITY SPACE, FACILITIES AND AMPLIFICATION EQUIPMENT

~~Space and Facilities~~

a.A. EXPRESSIVE ACTIVITIES

1. TTUHSC recognizes freedom of speech and expression as a fundamental right and seeks to ensure free, robust, and uninhibited debate and deliberation by students enrolled at TTUHSC as well as other persons.

2. Expressive activities on the TTUHSC campus are governed by ~~Texas Tech University System Regulation 07.04, Freedom of Expression 61.07, Use of TTUHSC Premises and Amplification Equipment.~~

3. In the event of any conflict between this Section VII(1)(a) and any other provision of this Handbook, the provisions of this Section shall control.

b.B. ALL OTHER USES OF TTUHSC SPACE AND FACILITIES

1. The provisions of this Section VII(1)(b) shall apply to all uses of TTUHSC facilities for purposes other than expressive activities conducted in outdoor common areas.

2. The space and facilities of the University are intended primarily for the support of the instructional program of the institution. Second priority is given to programs sponsored and conducted by University academic and administrative departments or

organizations affiliated with those departments. Beyond these two priorities, use of campus space and facilities is permitted and encouraged for activities which are intended to serve or benefit the entire University community.

3. TTUHSC buildings, grounds, or property may not be used by individuals or organizations not connected with TTUHSC.
4. Outside individuals or groups who are not faculty, staff or a currently enrolled student may attend functions held on TTUHSC property, but to be eligible for use of campus facilities, the function must be sponsored or cosponsored by, and affiliated with, a recognized TTUHSC department or registered student organization. Sponsorship and/or co-sponsorship minimally include, but are not limited to, participation in, planning, coordination, and implementation directly by members of the sponsoring organizations. Sponsors are directly responsible for ensuring that activities and events comply with TTUHSC requirements for liability insurance, hold-harmless agreements, financial responsibility for property damage, etc.
5. Permission to use campus space facilities may be granted only by the offices designated by [TTUHSC OP 61.07, Use of TTUHSC Premises and Amplification Equipment](#). A department, student or registered student organization may not reserve space or facilities on campus and permit it to be used by a non-registered organization or off-campus group or person.
6. Reservations must be made for the use of TTUHSC premises and must be in accordance with TTUHSC OP 61.07, Use of TTUHSC Premises and Amplification Equipment. The term "TTUHSC premises" includes all land, buildings, facilities and other property in the possession of or owned, used or controlled by TTUHSC (including adjacent streets and sidewalks).

PART VIII. SOLICITATIONS, ADVERTISEMENTS AND PRINTED MATERIALS

Solicitation, ~~and~~ sales, and services on University premises or in University-owned or University-controlled buildings are prohibited without prior written approval from the Office of Student [ServicesLife](#). This includes financial planners, mortgage vendors and other financial services. The distribution of advertising leaflets or handbills or the use of sound trucks and equipment to promote sales on University premises is also prohibited without prior approval from the Office of Student [ServicesLife](#).

PART IX. STUDENT TRAVEL POLICY

A. ~~TTUHSC OP 77.08,~~ STUDENT TRAVEL POLICY

1. TTUHSC OP 77.08 regulates any travel undertaken by one or more students presently enrolled at TTUHSC to an activity or event that is located more than 25 miles from the campus of TTUHSC. This Operating Policy (OP) applies to any event or activity which is organized, sponsored and/or funded by TTUHSC, is undertaken using a vehicle owned or leased by the university or is a required event or activity by a student organization registered at TTUHSC.

2. Modes of travel by students to events or activities as defined above include:

- a. personally-owned vehicles;
- b. [commercial vehicles, including but not limited to](#) rental cars, vans, chartered buses;
- c. commercial airlines; and
- d. use of TTUHSC-owned vehicle.

3. The purpose of this policy is to help minimize the risks of liability connected with motor vehicle travel by [University-TTUHSC faculty, staff, and](#) students. The policy applies to the use of the above modes of travel to any activities directly related to the

academic, research and/or administrative responsibility of the department involved. This policy also applies to travel undertaken by one or more students presently enrolled at the University to reach a University-related activity located more than 25 miles from the University. It applies to travel required by a registered student organization. This HSC OP does not create a claim or cause of action against TTUHSC or its employees, and TTUHSC retains all defenses to any such action including, but not limited to, sovereign immunity.

~~A. Travel Using University Owned Vehicles~~

~~3. Appropriate Use.~~ Only persons who are acting within the course and scope of University-related activities should use University vehicles.

~~3. Drivers.~~ Because of the risks of personal injury, it is required that only those persons whose names appear on the approved driver's list be asked or allowed to use University-owned motor vehicles. If students will be using state-owned or rental vehicles, the following is required:

- ~~→ The requesting department or unit must place students who drive on behalf of the University on the approved driver's list.~~
- ~~→ Qualifications for drivers of all University or rental vehicles are as follows:~~
 - ~~→ Must possess a valid (Texas or other U.S. state) driver's license, be at least 18 years of age and have held a valid license for at least two years;~~
 - ~~→ Must comply with driver record check requirements on an annual basis.~~
 - ~~→ Must have available documentation of current personal insurance;~~
 - ~~→ Must sign a disclosure statement;~~
 - ~~→ Must not have any moving violations within the last 18 months,~~
 - ~~→ Are required to report any driving violations to their immediate supervisor as soon as possible. This includes violations that occur while driving a vehicle not owned by the University; and~~
 - ~~→ Must not have had any violations for drunk driving, driving under the influence of drugs or reckless driving. Must not have had a reinstated license in effect for less than one year after a revocation.~~
 - ~~→ Must not have had a reinstated license in effect for less than one year after a revocation.~~
 - ~~→ Must not have a suspended license.~~
- ~~→ Additional qualifications for drivers of vans equipped for 15 passengers are:~~
 - ~~→ Must be at least 21 years of age;~~
 - ~~→ Must comply with Motor Vehicle check on an annual basis;~~
 - ~~→ Must successfully complete a driver training course;~~
 - ~~→ Must attend retraining annually; and~~
 - ~~→ Must not have any moving violation in the last 18 months.~~
 - ~~→ Must successfully pass a drug test.~~

~~4. Operator Conduct.~~

~~Operators of University vehicles must take a 15-minute break every 3 hours and may drive no more than 10 hours in a 24-hour period. When the vehicle driven is a van with passengers, a second person must remain awake at all times and ride in the front passenger seat.~~

~~Those who operate a University vehicle represent the University to the general public. The image conveyed does affect the University; therefore:~~

~~**SHALL NOT** use University vehicles for personal transportation or business;~~

~~**SHALL NOT** allow alcoholic beverages or narcotics to be transported or consumed in any University vehicle;~~

~~**SHALL NOT** pick up hitchhikers or transport family members;~~

~~**SHALL NOT** allow the vehicle to become unnecessarily dirty and present an unfavorable image to the general public;~~

~~**SHALL** observe all traffic rules and regulations;~~

~~**SHALL** drive carefully, safely, and courteously;~~

~~**SHALL** require driver and all passengers to use seat belts and other appropriate occupant restraints at all times the vehicle is being operated;~~

~~**SHALL NOT** operate the vehicle unless all occupants are wearing the appropriate restraints; and,~~

~~**SHALL NOT** allow the number of passengers to exceed the authorized capacity of the vehicle.~~

~~When a vehicle is damaged through operator misuse or operated by a person under the influence of alcohol or narcotics, the operator shall provide a complete statement of the circumstances and a copy of the police report to the department head for appropriate administrative action. Citations for all parking and traffic violations will be the personal responsibility of the operator.~~

~~Use common sense when driving. For road trips of 100 miles or more, share the driving, if possible, and take frequent breaks.~~

~~4. Accidents. The following procedures should be followed whenever a University vehicle is involved in an accident, regardless of the extent of damage.~~

~~Stop immediately and notify local police so that an official report can document the accident;~~

~~Take necessary steps to prevent another accident;~~

~~Use the motor pool card with instructions on the front and numbers to call on the back;~~

~~Call a doctor, ambulance, or emergency medical team, if necessary. Render aid to the injured until help arrives;~~

~~Get names and addresses of all witnesses;~~

~~Provide all required information to the police officer;~~

~~Notify the department head or supervisor (if you are unable to contact or reach someone, contact the Texas Tech Police Department); and,~~

~~a. Refer to TTUHSC OP 76.34, Accidents Involving University Vehicles, for the completion of required vehicle accident documentation.~~

~~A. Travel Using Personal Vehicles~~

~~4. Transportation Generally.~~ The University recognizes that students occasionally use personal vehicles while engaged in University-related activities on campus and in the local area. Because personal automobile insurance will be looked to first in the event of an accident, all persons who use their personal vehicles while conducting University business should be made aware of the possibility of personal liability related to such use. No University coverage for personal injuries is available to students if they drive their personal vehicles on university-related activities as defined hereinabove.

~~4. Reimbursement for Costs.~~ Mileage costs related to any significant use of personal vehicles to conduct University-related business unrelated to required academic experiences, e.g. clinical rotations, clerkships, etc. will not be reimbursed.

~~4. Use of Personal Vehicles Not Required.~~ No individual shall be required to use a personal vehicle to perform University-related activities with the exception of clinical affiliation sites.

~~4. Policy Concerning Use of Personal Vehicles by Students:~~

~~a. Use of personal vehicles by students to drive to University-related activities is discouraged.~~

~~a. If students use their personal vehicles, and/or transport other students as passengers, their personal insurance will be primarily responsible for any liability that may arise from such use.~~

~~a. No University coverage for personal injuries is available to students if they drive their personal vehicles on University-related activities as defined here in above.~~

~~A. Policy Concerning Student Releases and Medical Authorization~~

~~Each student who travels by any form of transportation to participate in a University-related activity, including but not limited to academically related field trips, courses, competitions, or contests, or non-academic activities, must, prior to such activities, execute a copy of the Release and Indemnification Agreement and the Authorization for Emergency Medical Treatment.~~

~~International Travel by Students~~

~~Students traveling abroad for any TTUHSC-related reason (e.g., conferences, research, competition, community service, mission work, etc.) in any status (i.e. undergraduate, postgraduate, graduate, supported by scholarships, assistantships, institutional, etc.) must abide and complete the require forms through the Office of Global Health, (see HSC OP 10.29) regarding procedures for Pre-Departure 4.(a.), 1; 2(a-e) and Exit Counseling 5(1)a-c.~~

~~Students are not permitted to travel to a nation that is subject to a Travel Warning issued by the United States Department of State. To determine if a country is subject of such a travel advisory, contact the Office of International Affairs (OIA) or the U.S. Department of State Office in Washington, DC at 202-647-4000 or thorough the web at http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html. In the event the Department of State issues a travel advisory to a country which a student will be traveling, OIA will contact the student immediately. If the country has been placed on the Travel Warning list, the student must cancel the trip.~~

~~When an emergency occurs, procedures for Planned Response to Emergencies Abroad will be followed (HSC OP 10.29, Attachment B).~~

~~A. Guidelines Concerning Safe Travel Practices~~

~~4. Each administrative unit approving University-related travel, especially travel that involves students, is encouraged to promulgate guidelines that encourage safe driving and minimize risks of injury during that travel.~~

~~4. Registered student organizations are free to make such off-campus trips as are deemed worthwhile by the membership and~~

~~sponsors of the organization. Students and their parents should understand that participation in such off-campus trips and activities is at the students' own risk. If personal injury or accident should occur to students or other persons during such activities, TTUHSC, Texas Tech University or Texas Tech University System will assume no responsibility, financial or otherwise.~~

~~4. Faculty and staff sponsors and organization officers are urged to take all possible pre-cautions to ensure the safety and well-being of all persons participating in off-campus activities.~~

~~4. There is no official registration procedure for official off-campus trips, and there are no official excused class absences for students who participate in off-campus trips sponsored by student organizations. Students will be responsible for making their own individual arrangements with instructors for class work missed while participating in an off-campus trip. Instructors may set their own requirements for class work missed under such circumstances: they must grant students an opportunity to make up all course work missed while participating in an official off-campus trip.~~

PART X. MISCELLANEOUS POLICIES

A. MISCELLANEOUS POLICIES

Policies and procedures for certain items, including, but not limited to, academic advisement, academic review, appeals, attendance in academic courses, auditing courses, clinical attire, grades, promotions/dismissal, grievance procedures and student employment may be referenced in the various Schools' student handbooks and/or catalogs.

1. Absences

Please refer to the individual School's catalogs and/or handbooks for more specific details relating to your program.

2. Academic Requirements

Academic requirements vary with each TTUHSC School and particular degree program in which the student is enrolled. Students should consult with their respective School's academic/program advisor and/or School's catalog for specific details.

3. Admissions and Applicants

The educational policies of the TTUHSC are founded upon the regulations of the Board of Regents of the Texas Tech University System. TTUHSC is an upper-level, graduate, and professional study institution. The application and admissions policies for TTUHSC are outlined in the individual Schools' catalogs.

Most programs at TTUHSC have a deadline for receipt of applications and supporting documents. These deadlines vary by program and application year. Applicants are advised to contact the program to which they are seeking admission for specific deadline dates.

4. Adding and Dropping Courses

Consult with your academic department for deadline dates for adding and/or dropping courses. Students should make an appointment with [his/hert heir](#) advisor to complete appropriate documentation. Students dropping a course to the point of zero hours of enrollment are considered to be withdrawing from the School's program. Please refer to the individual Schools' catalogs and/or handbooks for more specific details relating to your program.

5. Affiliation

The Student Government Association is the official organization representing students. Students may identify with off-campus programs and activities as individuals, but not as representatives of the student body.

6. Attendance

The faculty member responsible for the course determines attendance requirements for each course. A student who fails to attend

any class for any reason is responsible for the material presented in class, assignments, examinations, announcements, etc. to the same extent as though the student had attended the class. Please refer to the individual School's catalogs and/or handbooks for more specific details relating to your program.

7. Bacterial Meningitis

a. **General.** Meningococcal disease is a potentially life-threatening infection caused by the bacterium *Neisseria meningitidis*. Bacterial meningitis is an inflammation of the membranes that surround the brain and spinal cord. This disease affects approximately 3000 Americans each year, including 100-125 people on college campuses, leading to 5-15 deaths per year among college students.

b. **Risks and Exposures.** The organism is spread from person-to-person through the exchange of respiratory and throat secretions such as coughing and kissing. Sharing cigarettes, water bottles, eating utensils and food, may increase your exposure. Resident Hall-style living may also play a role as crowded environments facilitate the spread of the infection.

c. **Symptoms and Diagnosis.** Early diagnosis is important. Your healthcare provider may use a combination of clinical symptoms and laboratory tests to diagnose the disease. Seek medical attention immediately if one or more of these symptoms appear:

- i. High fever
- ii. Severe Headaches
- iii. Vomiting
- iv. Light sensitivity
- v. Stiff neck
- vi. Nausea
- vii. Lethargy
- viii. Seizures
- ix. Confusion and sleepiness
- x. Rash or purple patches on skin

d. **Possible Treatment and Consequences If NOT Treated.**

Antibiotic treatment may be effective if exposure and disease is detected early. Possible consequences of the disease, include, but are not limited to:

- i. Permanent brain damage
- ii. Kidney failure
- iii. Learning disability
- iv. Gangrene
- v. Coma
- vi. Convulsions
- vii. Hearing loss
- viii. Blindness
- ix. Limb damage that may require amputation
- x. Death

e. **Prevention.** Vaccinations may be effective against 4 of the 5 most common bacterial types that cause 70% of the disease in the United States. Vaccinations typically take 7-10 days to become effective, with protection lasting 3-5 years. The vaccination is generally safe--most common side effects may include redness and minor pain at the injection site for up to two days.

f. Information.

If you have more questions contact:

- i. Your healthcare provider
- ii. Your local or regional Texas Department of Health
- iii. TTUHSC Family Practice Clinic at 806-743-2757
- iv. Visit these web sites for more information - <http://www.cdc.gov/ncird/dbd.html> or www.acha.org

Medical and Religious Exemptions

2010-2011 Texas Vaccine Exemption Information

~~The state of Texas in law grants and acknowledges the right of parents to exempt their children from vaccination requirements for day care, school, and college for reasons of conscience including a religious belief or for medical reasons. In 2003, the Texas legislature passed changes to the statutes expanding the reasons a parent can claim an exemption. There are specific procedures for requesting an official state form and submitting it to the school or for completing a medical exemption that all take some time so please don't wait until the last minute to get your papers in order.~~

~~For everyone claiming an exemption for the first time after 9/1/03, you must comply with the new law. If you've submitted an old religious exemption prior to 9/1/03, you are grandfathered under the old law (see notes below) and do not need a new form. The vaccine exemption forms for reasons of conscience including a religious belief are only for students claiming a vaccine exemption for the first time after 9/1/03 when the new law went into effect. If you need to request forms from the state health department, you can do it by fax, mail, personal visit, or through an online submission form. If you send your request by mail, we suggest sending it registered mail with a receipt so you can keep track of your request. If you send it by fax, set your fax machine to print out a delivery receipt. We would like to keep track of the Health Department's processing time.~~

~~According to the Texas Dept. of State Health Services: Online requests must be made through the web submission form posted at <https://corequest.dshs.texas.gov/>.~~

8. Required Immunizations

In order to protect the health of our students and the health of the patients with whom they come in contact, TTUHSC requires **all entering students** to provide documentation of all immunizations as listed below. Immunization requirements are based on regulations, guidelines and recommendations available as of October, 2012 from the Texas Administrative Code (TAC), Texas Department of State Health Services (DSHS), the U.S. Centers for Disease Control and Prevention (CDC), and the U.S. Advisory Committee for Immunization Practices (ACIP). The meningitis requirement must be sent in immediately and all other requirements must be met prior to orientation. The student is responsible for all associated costs.

- a. Medical and Religious Exemptions. Texas Administrative Code (TAC) §97.62 describes the conditions under which individuals can seek exemptions from Texas immunization requirements. Exclusions from compliance are allowable on an individual basis for medical contraindications, active duty with the armed forces of the United States, and reasons of conscience, including a religious belief.
- b. A person claiming exclusion for reasons of conscience, including a religious belief, from a required immunization may only obtain the affidavit form by submitting a request (via online form, mail, fax or hand-delivery) to the department. The request must include the following information:
 - i. Full name of student
 - ii. Student's date of birth (month/day/year)
 - iii. Complete mailing address, including telephone number
 - iv. Number of requested affidavit forms (not to exceed 5).
- c. View the Request for Exemption from Immunizations for Reasons of Conscience for written requests.
- d. Affidavit form requests will be processed and mailed within one week from the receipt of the request. If additional information is needed in order to process the affidavit, you will be notified.
- e. The vaccine exemption forms for reasons of conscience including a religious belief are only for students claiming a vaccine exemption for the first time after 9/1/03. If you've submitted a religious exemption prior to 9/1/03, you are grandfathered under the old law and do not need a new form.

9. Tuberculosis Surveillance

Tuberculosis surveillance for Covered Individuals is based on current U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC) Recommendations and Reports (December 30, 2005, 54 (#RR-17):1-147), Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings.

10. Exposure Management

Institutional management of exposure to: (1) blood-borne pathogens, (2) body fluids and, (3) other miscellaneous exposures is based on regulations, guidelines and recommendations available as of October, 2012 from the Texas Administrative Code (TAC), Texas Department of State Health Services (DSHS), the U.S. Centers for Disease Control and Prevention (CDC).

11. Working with Affiliated Entities-Student Drug Screenings, HSC OP 77.15

a. ~~Defined Terms~~

For purposes of this policy the term “Student” does not include residents in the Schools of Medicine or School of Pharmacy.

b. Background

- i. TTUHSC enters into affiliation agreements with various health care clinical entities (“Affiliated Entities”), such as hospitals and other facilities, in order to provide clinical experience opportunities for its students enrolled in TTUHSC clinical education programs.
- ii. Affiliated Entities may establish more stringent standards for students who wish to do a clinical rotation at the affiliated entity, than those required by TTUHSC as part of its admission process. Affiliated Entities may require students, among other things, to undergo and satisfactorily pass additional background checks and/or drug screenings as a pre-requisite to participating in a clinical rotation at the Affiliated Entity.
- iii. Clinical rotations are an essential element in certain degree programs’ curricula. Students who cannot participate in clinical rotations due to a positive drug screening may be unable to fulfill the requirements of a degree program. TTUHSC schools may NOT mandate this requirement for all students. It applies solely to those students who must fulfill the requirement for participation in a clinical rotation at an Affiliated Entity.

c. Clinical Placement.

- i. Placements at Affiliated Entities for clinical rotations will be based on the learning objectives as defined by each program consistent with the learning objectives of each student. Determination of unacceptable results of a drug screening will be made by the Affiliated Entity. Any student placed with an Affiliated Entity that requires additional background checks and/or drug screens, who cannot meet these requirements, must discuss all available options with their School’s Office of Student Affairs or their designee.
- ii. Affiliated entities may conduct their own drug screening. If the student fails the drug test and is consequently denied externship placement, s/he shall be subject to disciplinary action in accordance with the TTUHSC policies.

d. Responsibility of the School

The student’s School shall:

- i. Notify the student of the Affiliated Entity’s requirements for a drug screen, to include the type(s) of drug screen required by the Affiliated Entity, deadlines to meet the Affiliated Entity’s requirements, a list of approved drug screen testing vendors, and a completed Authorization, Attachment “A,” for signature by the student.
- ii. Receive the student’s drug screen test results, which shall be maintained in a confidential, locked file separate from the student’s primary educational records.

- iii. Notify and ensure the Affiliated Entity that all students prior to their clinical rotation have met their drug screening requirements.

e. Responsibility of the Student

- i. The student shall pay for the cost of any and all drug screening required by an Affiliated Entity that is designated for student matriculation by TTUHSC provided articles b, c, d, below are met. The student shall be responsible for the cost of any necessary re-test or subsequent tests at TTUHSC designated Affiliated Entity(s) and any drug screening required by an Affiliated Entity selected for matriculation by the student.
- ii. The student shall complete the drug screen prior to the deadlines provided by the School and meet the guidelines of the Affiliated Entity. Failure to complete the drug test prior to the deadlines may result in an additional expense to the student, and/or delay in, or denial of, rotation in the Affiliated Entity.
- iii. The student shall use a drug screen vendor from the designated vendors provided to the student by his/her School and/or the Affiliated Entity. 1) Results from a vendor NOT on designated by the School and/or Affiliated Entity will not be accepted and the student shall be required to have the drug screening test(s) conducted by an approved vendor.
- iv. The student will be required to sign a valid consent and authorization, Attachment "A," consenting to the drug screening and giving the vendor performing the test permission to provide the drug screen test results to the person designated by the School to receive student drug screen tests results under this policy.

f. Student Refusal to Consent to Drug Screen

Any student who fails or refuses to consent to a drug screen required by an Affiliated Entity to which the student has been assigned by [his/her/their](#) School shall be subject to disciplinary action in accordance with the TTUHSC Student Handbook/Code of Professional and Academic Conduct, the Schools' written policies, if any, and this policy.

g. Period of Validity – Drug Screen Results

- i. Unless otherwise required by an Affiliated Entity, drug screen test results will generally be valid for the time the student is in the program within the School unless there is a break in enrollment, defined as not enrolled for one full semester.
- ii. Students may be required to undergo drug screening more than once depending on the requirements of each Affiliated Entity in which the student is placed to meet their learning objectives or the number of Affiliated Entities at which the student is placed.

h. Drug Screen Results

- i. **Diluted Specimen.** Should the vendor report that the screening specimen was diluted, thereby precluding an accurate drug screen test, the student, at [his/her/their](#) expense, will be required to complete and successfully pass a new drug screen test.
- ii. **Negative Drug Screen Results.** The School which receives ~~the~~ a student's drug screen test results, may release negative drug screen test results to the student, provided the student has signed the appropriate release form, Attachment A.
- iii. **Positive Drug Screen Results.**
 - 1. A positive drug screen is any instance in which a drug screen report shows a positive test for one or more of the drugs on the panel required by the Affiliated Entity.
 - 2. Any student with a positive drug screen will not be placed in any clinical facility pending review and outcome of appeal with the vendor.

3. The student has the right, at ~~his/her~~their expense, to request an independent review of any positive drug screen, by an independent Medical Review Officer, provided by the vendor. There will be an additional charge if review by the Medical Review Officer is requested, and the student is responsible for all costs related to this review.

4. Any appeal based on a positive drug screen is solely between the student, the Medical Review Officer and the vendor. The student's School will not become involved in the appeal of a positive drug screen.

5. If, after review by the independent Medical Review Officer, there is no valid medical basis which would cause or contribute to the positive drug screen, the test results will stand, at which point the student will be referred to the School's Office of Student Affairs for disciplinary action in accordance with this policy and the School's written policies.

i. Confidentiality of Records

~~Drug~~ screening reports and all records pertaining to the results are considered confidential information with restricted access to the extent allowed by law.

j. Re-admission

i. Any student who is withdrawn due to a positive drug screen without medical validation will only be eligible for readmission to any TTUHSC program of study in accordance with the School's readmission policies.

ii. If accepted for readmission after the required period of time, the student must, at ~~his/her~~their own expense, provide a negative drug test and satisfactory documentation of completion of any remedial action required by the School.

k. Right to Change Policy.

~~TTUHSC~~ reserves the right to change, modify, amend or rescind this policy in whole, or in part, ~~at~~ at any time.

12. Credit by Exam

Specific credit by examination policies may be found in each of the Schools' catalogs and/or student handbooks; however, the School of Nursing does not offer Credit by Exam. Pass or fail grades earned on examinations for these courses will not be considered in determining grade-point averages. TTUHSC Schools may elect not to accept credit by examination, where it is determined that such academic achievement may hinder the success on national licensure exams/certifications.

13. ~~Disabilities (Students)~~Students with Disabilities

Reference TTUHSC OP 77.14. TTUHSC complies with the American with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and state and local requirements regarding students with disabilities. Under these laws, no otherwise qualified individual

with a disability shall be denied access to or participation in services, programs and activities of TTUHSC solely on the basis of the disability.

a. Students with grievances related to discrimination on the basis of a disability should review the Student Handbook, Part IV* Anti-Discrimination. The grievance process would include the Director of Student Disability Services.

b. Any student seeking accommodations on the basis of disability must apply for services as a qualified student with ~~the Office of~~ Student Disability Services and provide supporting documentation of a disability. ~~For more information, visit~~ www.ttuhscc.edu/administration/documents/ops/op77/op7714.pdf.

14. Discrimination/Equal Opportunity

No person shall be excluded from participation in, denied the benefits of, or be subject to discrimination under any program or

activity sponsored by TTUHSC on any basis prohibited by applicable law, including but not limited to, race, color, national origin, religion, sex, veteran status or disability. Grievances related to discrimination on the basis of race, religion, national origin or age should be pursued through regular administrative channels. Academic problems are to be handled in the academic administrative structure culminating in review by the individual School's Dean. The individual Schools as noted in their Schools' catalogs should direct non-academic student matters to ~~the Office of Student Services~~ HSC Student Affairs. For more information, visit <https://www.ttuhsoc.edu/hsc/op/op51/op5101.pdf>, *Equal Employment Opportunity Policy and Affirmative Action Plan*.

15. Employment Grievance

A student wishing to pursue a grievance concerning employment with the University and who has not found satisfaction or resolution with his or her immediate supervisor or the person in charge of that department may contact the Office of Equal Employment Opportunity in accordance with the grievance procedures outlined in the TTUHSC OP 70.10, *Non-faculty Employee Complaint and Grievance Procedures*. The procedures manual may be reviewed in the Office of Equal Employment Opportunity.

16. Exams

Please refer to the individual School's catalogs for more -specific exam details relating to your program. Any student seeking exam accommodations on the basis of disability must apply for services as a qualified stu—dent with ~~the Office of~~ Student Disability Services and must provide supporting documentation of disability. Appropriate and reasonable accommodations, if any, will be determined by ~~the Office of~~ Student Disability Services.

17. Financial Policies

Students must meet all financial responsibilities due the University. The writing of checks on accounts with insufficient funds, the non-payment or delinquent payment of outstanding loans, and failure to meet any other financial obligations to the University, are considered a lack of financial responsibility. Financial irresponsibility can subject the student to action by TTUHSC, including, but not limited to, denial of registration, withholding of grades and transcripts and possible adjudication under the Code of Professional and Academic Conduct. In addition, failure to meet financial obligations to the University may result in:

- a. Cancellations of the student's registration if tuition and registration fees are not paid by the 12th class day and 20th class day (4th class day and 15th class day in summer), or if a returned check given in payment of tuition and fees is not redeemed by that time;
- b. Loss of University check writing privileges and possible criminal prosecution for writing insufficient fund checks and for failure to pick up a returned check;
- c. A flag placed on a student's academic records preventing future registration (before registering or requesting a transcript, students may check on the presence of flags on their records by contacting the Office of the Registrar); and/or,
- d. Reporting of financial problems to a credit agency or a collection agent.

18. Grades/Grading

- a. The instructor assigned to a course has the responsibility for determining a grade and for judging the quality of academic performance.
- b. The processing of formal appeal procedures is the responsibility of the School which administers the course. A copy of the grade appeal procedures may be found in the individual Schools' catalogs and/or handbooks. A student must file a formal written appeal within 3 days of the beginning of the next semester in accordance with the individual Schools' policy regarding student grade appeals. A grade can be formally appealed only when there is demonstrable evidence that prejudice, arbitrary or capricious action on the part of the instructor has influenced the grade. The burden of proof that such an unfair influence has affected a grade rests with the student who appeals the grade. Only final course grades may be formally appealed to the responsible academic dean. Earlier grades and other academic grievances may be discussed with the instructor involved and with the chair of the department or division involved. After a degree has been posted, no further adjustments can be made on the record except under extraordinary circumstances as determined by the Dean of the School the student is enrolled under.

19. Graduation Procedures

- a. Degree requirements are published in the individual School's catalogs.
- b. Prior to graduation, all candidates for TTUHSC degrees are required to:
 - i. Complete all graduation requirements set forth by the applicable School;
 - ii. Complete and return to the Office of ~~Student Services~~the Registrar the University's Graduation Application form in the semester before anticipated graduation (the student's "diploma name" as requested in the Graduation Application form is printed on her/his/their diploma, and information provided by the student is used in commencement programs);
 - iii. Be registered in the semester the certificate or degree is to be conferred unless the student is granted an exception by the dean of their school;
 - iv. Attend an Exit Interview session scheduled by the Student Financial Aid Office for students who have received financial assistance, which must be repaid after graduation.

20. Health Services and Health Insurance Information

- a. The Texas Tech Physicians Family & Community Medicine clinic provides health services to TTUHSC students who are currently enrolled and have paid the Student Health Fees as part of tuition and fees. To receive health services, you must present a Student I.D. card at the time of the appointment. If you also have private insurance in addition to Student Health Services, you will need to submit your receipt for the co-pay to your insurance company for reimbursement.
 - i. The Student Health Fee covers only those services provided by the Family & Community Medicine clinic and specific laboratory and radiology service performed at cooperating locations. All other charges incurred are your responsibility.

b. Clinic Procedures

Please call to make an appointment. If you need to be seen for a sudden illness, please call that day as early as possible. If you need to be seen after clinic hours, call your campus's clinic phone number and ask to leave a message for the on-call physician. When you check in, please inform the receptionist that you are a TTUHSC student. If you come to the clinic without an appointment, it may be necessary for you to wait for a physician. Immunizations, paper-work, and routine procedures are not ordinarily considered urgent care, and may not be taken care of on the same day as requested. If you have a health emergency that requires you to be seen at a hospital emergency room, go to the hospital listed for your campus under "Clinic Locations." Visits to an emergency room that generate a charge from either TTUHSC or the hospital are your responsibility.

- c. If the student receives a bill from the Health Sciences Center for services covered by the medical service fees, please contact the Office of Student ~~Services~~Life at (806) 743-23020.

d. Students who are required to have hospitalization insurance coverage for each semester enrolled should be prepared to provide proof of coverage at the time of registration.

- e. TTUHSC will make available information on student health insurance providers for all registered students in the University. Students may investigate other insurance plans. Insurance information can be found on the Office of Student ~~Services~~Life, www.ttuhs.edu/student-life. ~~www.ttuhs.edu/student-services~~.

21. Interprofessional Education

~~All TTUHSC students, regardless of school affiliation, will be required to complete a non-credit, online course in interprofessional education. Implementation of this requirement will vary across schools and degree programs. Students should consult their academic/program advisor and/or school catalog for additional information.~~

~~Interprofessional Practice and Education (IPE) Core Curriculum~~

All TTUHSC students, regardless of school affiliation, will be ~~required~~**required** to complete the IPE core curriculum prior to graduation. The IPE core curriculum is composed of two components including successful completion of a non-credit online course (>70% accuracy on the knowledge post-test) and successful participation in at least one registered IPE learning activity. Failure to complete the IPE core curriculum will result in delayed graduation. Students should consult their academic/program advisor and/or school catalog for additional information.

22. Notification of Student Death

~~The Office of Student Services~~**HSC Student Affairs** is the Office of the Chancellor's liaison regarding notification of any student deaths. Schools must notify the ~~Assistant Vice President for Student Services~~**Assistant Provost for Student Affairs** immediately in the event of any student death.

23. ~~Program of Assistance for Students~~**Student Counseling Services**

Personal counseling services are available to all TTUHSC students through the Program of Assistance for Students (PAS). Through the PAS, licensed counselors are available to assist students with all types of problems, including stress associated with academic, legal, or financial concerns; depression, anxiety, and/or other emotional problems; family and relationship issues; alcohol and drug abuse; and other mental health and wellness issues. For more information or to request assistance, please call 1-806-743-1327 or 1-800-327-0328. In after-hours situations, these PAS phone numbers serve as a 24-hour crisis line. In the event of an emergency, the answering service will connect the student with the counselor who is on call. Through PAS, TTUHSC students and their dependents are eligible to receive ~~five~~**six** free counseling sessions per year. Additional information about PAS services ~~can be found at <https://www.ttuhs.edu/centers-institutes/counseling/pas.aspx>~~**is published in a brochure that is available from student affairs personnel on all campuses and is also posted on the Office of Student Services website at the following address: www.ttuhs.edu/student-services/documents/PAS_Document.pdf.**

24. Student Emergency Contact Information

Students must keep their Emergency Contact Information current. To do so, visit webraider.ttuhs.edu and sign in. Select the "MyTech (for Students)" tab and look in the "Personal Information" box. Click "Update Emergency Contacts" and fill in your information.

~~24. Student Publications~~

~~—The Daily Toreador student newspaper and La Ventana yearbook are free of arbitrary and capricious censorship and advance copy approval, when operated and published within the canons of responsible journalism as established by the University Committee on Student Publications.~~

~~—All aspects of TTU\TTUHSC Student Publications shall be the responsibility of the President of the appropriate component institution and therefore under his/her direction.~~

25. Registration

a. Registration is coordinated by the Office of the Registrar in cooperation with the School in which the student enrolls. Tuition and fees are payable in full at the time of registration unless other arrangements have been completed. Registration for new students is completed as a step in the orientation process, or with the assistance of the Schools' Student Affairs or Coordinators office.

b. To be eligible for registration, the student must have been officially admitted as a new student, or officially readmitted following an absence, and must have satisfied all admission requirements, or must be a continuing student who is eligible to continue as a student at the University. Any student deemed ineligible due to academic, administrative or disciplinary sanction will be barred from registration. Students must provide all final transcripts to the each school's Office of Admissions by the end of the first semester in which they are enrolled or a hold will be placed preventing registration in future semesters. *See Student Record and Transcript Policy located at <http://www.ttuhs.edu/registrar/documents/student.record.transcript.policy.pdf>

c. *Late Registration.* Students are expected to register at their earliest opportunity. A student who registers late is assessed

a charge. Consult the Office of the Registrar for deadline dates for registration.

26. Religious Holy Days

a. A student who intends to observe a Religious Holy Day should provide written notice, at the earliest possible date prior to the absence, to the following: (1) the instructor of each affected class and (2) the Director of Student Affairs of his/her School. A student will be excused from attending class(es), examinations, or other required activities for the observance of a Religious Holy Day, including travel for that purpose. A student whose absence is excused under this section will be allowed to take an examination or complete an assignment within a reasonable time and at the sole discretion of the instructor of record and/or the Director of Student Affairs before or after the absence.

b. A student who is excused under the above provision may not be penalized for the absence; however, the instructor may appropriately respond if the student fails to satisfactorily complete the missed assignment or examination within the above-stated time.

c. Any disputes regarding this policy should be submitted in writing to the TTUHSC President or ~~his/her~~their designee. Any decision by the President or ~~his/her~~their designee regarding the dispute shall be final.

d. This policy does not apply to any student absence for a Religious Holy Day which may interfere with patient responsibilities or patient care.

27. State Residency Classification

Students are responsible for registering under the proper residence classification and for providing documentation as required by the institution. If there is any question about the right to classification as a resident of Texas, it is the student's obligation, prior to the time of enrollment, to ask for an official determination by the Office of the Registrar. Non-residents who live in Texas taking only online courses are charged non-resident tuition and fees. An applicant whose classification as a resident of the State of Texas is not clearly established should request a Residency Questionnaire from the Office of the Registrar.

28. Sexual Harassment Policy

Harassment of students on the basis of sex is a violation of §106.31 of Title IX of the Education Amendments of 1972. ~~The Deputy Title IX Coordinator for Students is the Assistant Vice President for Student Services, 2C400 Academic Classroom Building, (806) 743-2300.~~ Student concerns about sexual harassment which include faculty, staff, or students should be directed to the Title IX Coordinator – University Center 330A, (806) 743-9861, or TitleIXCoordinator@ttuhsc.edu. individual School's Dean.

29. Tuition and Fees Installment Payment Options

a. Texas Education Code, Section 54.007, provides that state-supported institutions of higher education shall provide students with the election to pay tuition and fees during the fall, spring, or long summer semesters in installments. TTUHSC offers the following payment alternatives:

i. Full payment of tuition and fees in advance of the beginning of the semester; or

ii. One-half payment of tuition and fees in advance of the beginning of the semester and separate one-fourth payments prior to the sixth and eleventh class weeks, respectively.

b. TTUHSC shall develop procedures which will provide that students may elect to pay tuition and fees using the payment alternative. Student who elect to pay by installments are required to complete a Financial Responsibility Agreement each semester.

c. TTUHSC is authorized to establish payment due dates in advance of the beginning of a semester and prior to the sixth and eleventh class weeks respectively so that required payments have been received and student records have been appropriately updated on the dates required by law.

d. If a student elects to pay tuition and fees using the payment alternative, ~~he or she~~they shall be assessed an installment

option fee in addition to the required payment of tuition and fees. The fee developed and recommended for approval shall reflect all costs incurred in operating and handling payments under the installment alternative. The rates of the fee shall be approved by the Board of Regents.

elf a student who has elected to pay tuition by installment fails to pay in full all amounts of tuition, other registration fees, installment option fee, late payment fees, and other authorized fees by the end of the business day of the last day of the semester, then ~~he or she~~they will be dropped from School for failure to pay.

f. TTUHSC shall develop procedures so that students are notified of the requirements, provisions, and penalties of the installment payment options.

g. Bi-annual approval of tuition and fees by the Board of Regents shall approve the assessment and collection of fees from Texas Tech University Health Sciences Center (TTUHSC) and Texas Tech University (TTU) students. The amounts to be collected are presented in a Global Fee Document to the Board of Regents two years for approval.

30. Tuition and Fees Refund Policies

~~Withdrawal / Refund Policies~~

~~Refund Policies (Institutional and Title IV Withdrawal / Refund Policies)~~

~~Detailed information about the impact of decreasing course load on:~~

- ~~✓ Institutional Refund Policy— All students who withdraw from TTUHSC or drop all courses during a term~~
- ~~✓ Additional considerations for students who received financial aid and withdraw from TTUHSC or drop all courses during a term~~

a. Institutional Refund Policy

~~Refund Policies for Tuition and Fees.~~ Texas Education Code, Section 54.006, provides the amount of tuition and fees to be refunded to students who drop courses or withdraw from the institution. Class day count is based on the official institution calendar for the school, not the specific course dates.

i. Students who drop a course, but remain enrolled at the institution will be refunded at the following rate:

<u>Term</u>	<u>Class Day</u>	<u>Percent of Refund of Charges</u>
<u>Summer – More than 5 weeks but less than 10 weeks in duration</u>	<u>1st class day through 4th class day</u>	<u>100%</u>
<u>Fall, Spring, or Summer – Duration of 10 weeks or longer</u>	<u>1st class day through 12th class day</u>	<u>100%</u>
	<u>After 12th class day</u>	<u>None</u>

~~Students who withdraw from the institution (zero semester credit hours) are required to pay tuition and fees according to the following schedule based on their withdrawal date:~~

ii.

<u>Term</u>	<u>Class Day</u>	<u>Percent of Refund of Charges</u>
<u>Summer – More than 5 weeks but less than 10 weeks in duration</u>	<u>Before the 1st class day</u>	<u>100%</u>
	<u>1st, 2nd, or 3rd class day</u>	<u>80%</u>
	<u>4th, 5th, or 6th class day</u>	<u>50%</u>
	<u>7th class day or later</u>	<u>None</u>
<u>Fall, Spring, or Summer – Duration of 10 weeks or longer</u>	<u>Before the 1st class day</u>	<u>100%</u>
	<u>1st five class days</u>	<u>80%</u>
	<u>2nd five class days</u>	<u>70%</u>
	<u>3rd five class days</u>	<u>50%</u>
	<u>4th five class days</u>	<u>25%</u>

	21st class day and after	None
--	--	----------------------

Students who drop a course, but remain enrolled at the institution will be refunded at the following rate:

Term	Class Day	Percent of Refund of Charges
Summer—More than 5 weeks but less than 10 weeks in duration	1st class day through 4th class day	100%
	After the 4th day of class	None
Fall, Spring or Summer—Duration of 10 weeks or longer	1st class day through 4th day of class	100%
	After the 4th day of class	None

Students who withdraw from the institution (zero semester credit hours) are required to pay tuition and fees according to the following schedule based on their official withdrawal date:

Term	Class Day	Percent of Refund of Charges
Summer—More than 5 weeks but less than 10 weeks in duration	Before the 1st class day	100%
	1st, 2nd, or 3rd class day	80%
	4th, 5th, or 6th class day	50%
	7th class day or later	None

Term	Class Day	Percent of Refund of Charges
Fall, Spring or Summer—Duration of 10 weeks or longer	Before the 1st class day	100%
	1st five class days	80%
	2nd five class days	70%
	3rd five class days	50%
	4th five class days	25%
	21st class day and after	None

~~Students who withdraw from TTUHSC or drop all courses during a term that receive(d) financial aid.~~

b. Withdrawal from TTUHSC.

It's important for students who receive financial aid and withdraw or drop all courses during the term to be aware of the refund policies and to understand the impact they will have on the aid released and the continued financial aid eligibility. Current refund policies for students who withdraw or drop all courses during a term are determined by the Higher Education Title IV refund regulations.

Federal Refund and Repayment calculations must be performed for students who receive Title IV (Pell, FSEOG, and/or Federal Direct Loans~~Perkins and/or Stafford Loans~~) funds and officially withdraw from all courses, drop out of all courses, are expelled, take an unapproved leave of absence, or fail to return from an approved leave of absence prior to the 60% date of the term. All "unearned aid" must be returned to the federal aid programs as determined by the Federal Refund and Repayment calculations.

- a. The requirements for Title IV program funds are separate from the university refund policy. As such, you are re-sponsible for unpaid institutional charges remaining after the refund calculation. You are also responsible for charges/ balances created by the returning of Title IV program funds that the school was required to return.
- b. If you have questions about your Title IV program funds, you can call the Federal Student Aid Information Center at 1-800-4-FEDAID(1-800-433-3243). TTY users may call 1-800-730-8913. Information is also available on Student Aid on the Web at www.studentaid.ed.gov.

c. Title IV Funds. In order to keep all the financial aid issued in each term, students must be enrollment for at least 60% of the term. After this point in the term students have earned 100% of the Title IV funds released for the term. Therefore, it is in your best interest to maintain attendance and complete at least one class each term that you receive federal aid

to avoid repayment of funds

How the calculation works:

- i. Number of days attended ÷ Days in semester = % of semester completed
- ii. Total \$ disbursed X % completed = Earned \$
- iii. Total \$ disbursed - Earned \$ = \$ to be returned

Once it is determined that you owe money back to any of the federal aid programs, you will be ineligible to receive further federal aid at TTUHSC or any other institution, until this debt is cleared.

To remain eligible for financial aid, a student must maintain satisfactory academic progress. This consists of two categories:

- i. Ggrade point average on hours attempted (qualitative); and
- ii. (2) Hhours successfully completed (quantitative) based on hours enrolled. As a general rule, a student must successfully pass 67% of the hours they attempt (hours as of the census date). You can find more information here: <http://www.ttuhsc.edu/financial-aid/faq.aspx>

PART XI. STUDENT COMPLAINT ~~OR~~ GRIEVANCE POLICIES AND PROCEDURES

The following narrative summarizes TTUHSC's student complaint or grievance policies and procedures. Links to specific policies and procedures are provided on the ~~Office of Student Services~~ HSC Student Affairs website: ~~<http://www.ttuhsc.edu/student-services/grievances.aspx>~~.

It is the policy of the Texas Tech University Health Sciences Center to affirm the right of its students to a prompt and fair resolution of a complaint or grievance involving allegations of inappropriate behavior by other TTUHSC students or by TTUHSC personnel toward students. Policies and procedures exist for the following areas of student complaints:

- Complaints regarding the general or academic misconduct of another student
- Complaints regarding discrimination
- Complaints regarding student records
- Complaints regarding employment at TTUHSC
- Complaints regarding grades or grading
- Complaints regarding other types of mistreatment
- Other institutional-level student complaint procedures

~~The Student Resolution Center, which is located on the Texas Tech University campus in Lubbock, serves as a neutral, objective third party to provide students in the Texas Tech University System including TTUHSC with informal assistance in resolving student-related problems, conflicts, and disputes. The Student Resolution Center is available by phone to assist all TTUHSC students in identifying appropriate complaint-resolution procedures and resources.~~

A. ~~COMPLAINTS REGARDING THE~~ GENERAL OR ACADEMIC MISCONDUCT OF ANOTHER STUDENT

Policies and procedures governing complaints regarding the general or academic misconduct of students are defined in the Code of Professional and Academic Conduct (Student Code), which is published as Part II of this handbook. Students, faculty, and staff are all encouraged to report violations of the Student Code in accordance with the Disciplinary Procedures outlined in the Student Code.

B. ~~COMPLAINTS REGARDING~~ DISCRIMINATION

This handbook identifies several policies intended to ensure the fair and equitable treatment of all members of the university

community. The processes for filing complaints are detailed in the TTUHSC Operating Policies and Procedures. The following list identifies key institutional policies governing complaints regarding discrimination:

- a. [HSC OP 51.04, Access for Individuals with Disabilities](#)
- b. [HSC OP 51.01, Equal Employment Opportunity Policy and Affirmative Action Plan](#)

~~C. COMPLAINTS REGARDING~~ STUDENT RECORDS

[HSC OP 77.13, Student Education Records](#), provides detailed information about filing complaints relating to student records.

~~D. COMPLAINTS REGARDING EMPLOYMENT AT~~ TTUHSC EMPLOYMENT

Information about employment grievances for students who are employed at TTUHSC is provided in [HSC OP 70.10, Non-faculty Employee Complaint and Grievance Procedures](#). This policy covers complaints concerning issues pertaining to wages, hours, working conditions, performance evaluations, merit raises, job promotions, job assignments, or similar matters involving management decisions concerning the employee.

~~E. COMPLAINTS REGARDING GRADES~~ OR GRADING

The processing of formal grade appeal procedures is the responsibility of the school which administers the course. Relevant school policies are listed below:

- a. School of Health Professions: Student Complaint Resolution and Hearing Policy (addresses academic and non-academic issues, including grade appeals)
- b. School of Medicine—Lubbock: Student-Faculty Dispute Resolution Policy, Grading Policy, Promotions Policy-, and policies and procedures for Challenging Student Records or Grades
- c. ~~TTUHSC~~ School of Nursing: Academic Grade Challenges/Appeals
- d. School of Pharmacy: Grade Grievance Resolution
- e. Graduate School of Biomedical Sciences: Grade Appeals Policy

~~F. COMPLAINTS REGARDING OTHER TYPES OF MISTREATMENT~~

1. Students who feel that they have been mistreated in a manner that is not directly addressed by any of the specific policies identified above are encouraged to refer to the policies and procedures governing student complaints, grievances, and appeals within their school. Relevant school policies include the following:

- a. School of Health Professions: Student Complaint Resolution and Hearing Policy (addresses academic and non-academic issues, including grade appeals) and Academic Misconduct Policy (addresses academic complaints against a student)
- b. School of Medicine—Lubbock: Student-Faculty Dispute Resolution Policy, Student-Student Dispute Resolution Policy, Part IV Anti-Discrimination and Title IX,
- c. School of Nursing: Academic Grade Challenges/Appeals and Complaint or Grievance Resolution (Non-Grade Related)
- d. School of Pharmacy: Non-Grade Grievance Resolution
- e. Graduate School of Biomedical Sciences: Appeals Policy for Students and Grade Appeals Policy

2. Students should process their complaints or appeals through the appropriate channels. Procedures are delineated in the policies identified above. Students are required to bring their concerns to the designated student affairs officer of their school. The student affairs officer in each school is as follows:

- ~~f.~~a. School of Health Professions: Associate Dean for Admissions and Student Affairs
- ~~g.~~b. School of Medicine-Lubbock: Assistant Dean for Student Affairs
- ~~h.~~c. TTUHSC School of Nursing: Assistant Academic Dean for Education Support and Student Affairs
- ~~i.~~d. School of Pharmacy: Senior Director for Student Affairs
- ~~j.~~e. Graduate School of Biomedical Sciences: Assistant Dean

3. The deans of the schools have final authority in resolving disputes related to academic issues, such as grading and promotion, and in non-academic issues involving the school's faculty and staff.
4. Every effort should be made to resolve complaints against faculty and other school personnel at the school level. If the complaint is about personnel or services at the institutional level, the student is advised to contact the TTUHSC ~~Office of Student Services~~ Student Affairs in accordance with the following institutional-level student complaint procedures. These procedures are also published on the ~~Office of Student Services~~ HSC Student Affairs website.

G. OTHER INSTITUTIONAL-LEVEL STUDENT COMPLAINT PROCEDURES

The procedures defined below apply to student complaints that fall outside the scope of other institutional and school-based policies and procedures governing specific types of student complaints (Student Complaint or Grievance Policies and Procedures), including, for example, student complaints against staff members employed at the institutional level or against TTUHSC administrators. The TTUHSC ~~Office of Student Services~~ Student Affairs will administer this institutional policy and will ensure that due process is afforded to all concerned.

1. Early Resolution

Prior to contacting the TTUHSC Office of Student ~~Services~~ Affairs, the student shall attempt to resolve the issue with the individual(s) involved. If the student is not satisfied with the outcome after meeting with the individual or does not feel comfortable talking to the administrator or staff member involved, the student may contact the Assistant ~~Vice President for Student Services~~ Provost for Student Affairs. The student shall address the issue and initiate action under this policy within 30 days of the event-giving rise to the complaint.

2. The Assistant ~~Vice President for Student Services~~ Provost for Student Affairs may counsel the student to discuss the issue with the involved administrator or staff member. If the student does not feel comfortable talking to the person involved, the Assistant ~~Vice President of Student Services~~ Provost for Student Affairs will investigate the complaint, attempt to reconcile differences, and propose a solution. The Assistant ~~Vice President for Student Services~~ Provost for Student Affairs will provide a written statement of ~~his or her~~ their recommendation to all parties within ten working days following the initial receipt of the student's report of the complaint. All involved parties will then have ten working days to respond. Every effort should be made to resolve the issue without going beyond this level. The Assistant ~~Vice President of Student Services~~ Provost for Student Affairs will attempt to facilitate a resolution before proceeding with a hearing, as described below. (If the complaint is against the Assistant ~~Vice President for Student Services~~ Provost for Student Affairs, the student should meet with the ~~Executive Vice President for Academic Affairs~~ Provost or their designee, who will follow the procedures outlined here.)

3-2. Filing a Hearing Request

If the student is not satisfied with the recommendation of the Assistant ~~Vice President for Student Services~~ Provost for Student Affairs, he/ she may file a request for a hearing by submitting a written complaint to the Assistant ~~Vice President for Student Services~~ Provost for Student Affairs. The hearing request must include a specific statement of the student's complaint, an explanation of what remedy the student seeks, and a copy of the Assistant ~~Vice President for Student Services~~ Provost for Student Affairs' recommended resolution.

If the student files a request for a hearing, a Student Hearing Committee as defined below must convene within 15 working days.

4-3. Hearing Procedure

Upon receipt of a written request for a hearing, the Assistant ~~Vice President for Student Services~~ Provost for Student Affairs will appoint a Hearing Committee according to the following procedure:

a. Each party will propose in writing a list of four TTUHSC faculty, staff, and/or students to serve on the Hearing Committee. The Assistant ~~Vice President for Student Services~~ Provost for Student Affairs will contact one person from each list in order of the submitting party's preference to determine the person's willingness to serve. Through this process, one person will be

selected from each list. The two people selected will then select a third member (a TTUHSC faculty or staff member) and these individuals will comprise the Hearing Committee. This group will select a chair from among themselves.

b. The Assistant ~~Vice President for Student Services~~Provost for Student Affairs will provide technical assistance and support to this committee.

c. As soon as the hearing is scheduled, the chair of the Hearing Committee will send a written notice to all involved parties. The notice will specify the time, place, and nature of the hearing, plus a brief description of the complaint. The notice will also confirm the right of all involved parties to present witnesses and evidence and to be accompanied by counsel for advisory purposes only.

d. At least three days prior to the hearing, all parties will provide to the chair of the Hearing Committee and the Assistant ~~Vice President for Student Services~~Provost for Student Affairs a list of the names of any witnesses or counsel who will attend the hearing. If the student will be represented by counsel, the University may be represented by the Office of General Counsel. The student and the involved individuals(s) shall have access to all information to be considered by the Hearing Committee, including the names of all persons giving evidence.

e. The student and the involved parties shall attend the hearing and be offered an opportunity to state their positions and present testimony and other evidence relevant to the case. The responsibility of establishing the validity of the complaint rests with the student.

f. The Hearing Committee chair may keep a recording of the hearing, which shall include date, time, and location of the hearing, names of those present, and any evidence introduced (e.g., records, written testimony, duplicated materials).

5.4. **Committee Decision**

a. After completion of the hearing, the Hearing Committee shall meet in closed session and prepare a written recommendation. Copies of the Hearing Committee chair's report shall be forwarded to the involved parties within five working days.

b. The appeal must be made, in writing, within three working days, to the ~~Executive Vice President for Academic Affairs~~Provost or their designee.

c. The ~~Executive Vice President for Academic Affairs~~Provost or their designee will review the complaint resolution and render a decision within five working days. The decision of the Executive Vice President for Academic Affairs is final.

d. If the ~~Executive Vice President for Academic Affairs~~Provost or their designee is serving as a mediator in the case, then the President or his designee will review the complaint resolution and render a decision within five working days. The decision of the President is final.

6.5. **Complaint Forms**

It is the policy of the Texas Tech University Health Sciences Center to affirm the right of its students to a prompt and fair resolution of a complaint or grievance involving allegations of inappropriate behavior by other TTUHSC students or by TTUHSC personnel towards students. ~~Policies and procedures for student complaints can be found in the TTUHSC Student Handbook (http://www.ttuhscc.edu/student-services/documents/HSC_Institutional_Student_Handbook.pdf).~~

a. Incident Report Form <https://app4.ttuhscc.edu/grievanceforms/>

b. Title IX Complaint <https://www.ttuhscc.edu/title-ix/default.aspx>

PART XII. CONTACT INFORMATION FOR STUDENT SERVICES PERSONNEL

<u>HSC Student Affairs</u>	<u>(806) 743-2300</u>
Student Business Services	(806) 743-7867
<u>Student Disability Services</u>	<u>(806) 743-1926</u>
Office of Student <u>Life Services</u>	(806) 743-2302 0
Office of Student Financial Aid	(806) 743-3025
Office of the Registrar	(806) 743-2300
Graduate School of Biomedical Sciences and Public Health	(806) 743-2556
School of Health Professions Admissions and Student Affairs	(806) 743-3220
School of Medicine Student Affairs	(806) 743-3005
School of Nursing Student Affairs	(806) 743-1361
School of Pharmacy Student Affairs	(806) 414-9393
Title IX Coordinator for TTUHSC	(806) 743-98 61 <u>94</u>

ATTACHMENT

3

**TTUHSC El Paso Institutional Student Handbook:
Code of Professional and Academic Conduct 2020-2021
with proposed revisions
(Consent Item d.)**



TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER™
EL PASO

**Institutional Student
Handbook:
Code of Professional and
Academic Conduct**

~~2019-2020-~~
2021

Approved by Texas Tech
University
System Board of Regents,
May 15, 2020~~August 9, 2019~~

TABLE OF CONTENTS

STATEMENT OF ACCREDITATION	6
PART I. FORWARD	7
A. General Policy	7
B. Tobacco-Free Environment	7
BG. Authority	8
CD. Policy of Non-Discrimination	8
DE. University Name, Document and Records	8
EF. Clery Annual Security Report Definitions	9
F. Drug and Alcohol Abuse Program	7
GB. Tobacco-Free Environment	7
PART II. CODE OF PROFESSIONAL AND ACADEMIC CONDUCT	11
A. General Policy	11
B. Disciplinary Jurisdiction	12
C. Violation of Law and TTUHSC El Paso Discipline	12
D. Misconduct	12
1. Alcoholic Beverage	12
2. Narcotics or Drugs	13
3. Firearms, Weapons, and Explosives	13
4. Theft, Damage, or Unauthorized Use	13
5. Actions Against Members of the University Community	14
6. Gambling, Wagering, or Bookmaking	15
7. Hazing	15
8. False Alarms or Terrorist Threats	16
9. Financial Irresponsibility	16
10. Unauthorized Entry, Possession or Use	16
11. Traffic and Parking	16
12. Student Recreation Regulations	16
13. Failure to Comply with Reasonable Directions or Requests of University Officials	16
14. Failure to Present Student Identification	16
15. Abuse, Misuse or Theft of University Computer Data, Programs, Time, Computer or Network Equipment	17
16. Providing False Information or Misuse of Records	17
17. Skateboard, Roller Blades, or Similar Devices	17
18. Academic Misconduct	18
19. Violation of Published University and School Policies, Rules, or Regulations	
20. Violation of Federal, Statute, and/or Local Law	20
21. Abuse of Student Conduct Board or Administrator	20

E. Other Professional and Ethical School Standards	21
1. Gayle Greve Hunt School of Nursing	21
2. Graduate School for Biomedical Sciences	21
Paul L. Foster School of Medicine	21
F. Student Conduct Procedures	22
1. Nature of Proceedings	22
2. Procedural Deviations	22
3. Filing Complaint	23
4. Student Conduct Board Hearings	23
G. Sanctions	27
H. Interpretation and Revision	29
PART III. WITHDRAWAL OF CONSENT TO BE IN ATTENDANCE OR PRESENT ON UNIVERSITY PREMISES	29
A. Recommendation to Withdraw Consent during Periods of Disruption	29
B. Concurrence by Provost	29
C. Confirmation by President	30
D. Hearing	30
PART IV. STUDENT COMPLAINT OR GRIEVANCE POLICIES AND PROCEDURES	41
A. Complaints regarding the general or academic misconduct of another student	42
B. Complaints regarding discrimination	42
C. Complaints regarding student records	42
D. Complaints regarding employment at TTUHSC El Paso	42
E. Complaints regarding grades or grading	43
F. Complaints regarding other types of mistreatment	43
G. Other Institutional-Level Student Complaint Procedures	44
1. Early Resolution	44
2. Filing a Hearing Request	44
3. Hearing Procedure	45
4. Committee Decision	45
PART V. STUDENT RECORDS	46
A. General Policy	46
B. Address of Record	46
C. Student Access to Educational Records	46
D. Records Not Accessible to Students	47
E. Disclosure of Education Records	48
F. Student's Request to Amend Records	49
G. Release of Student Directory Information	51
H. Destruction of Records	51

I. Letters of Recommendation	51
J. Medical Records	52
PART VI. REGISTRATION OF STUDENT ORGANIZATIONS	52
A. Conditions for Registration	52
B. Faculty or Staff Advisor	53
C. Conditions for Maintaining Registration	53
D. Denial of Registration	54
PART VII. USE OF UNIVERSITY SPACE, FACILITIES, AND AMPLIFICATION EQUIPMENT	54
PART VIII. SOLICITATIONS, ADVERTISEMENTS AND PRINTED MATERIALS	55
PART IX. STUDENT TRAVEL POLICY	55
A. TTUHSC El Paso OP 77.08 Student Travel	55
PART X. MISCELLANEOUS POLICIES	56
1. Absences	56
2. Academic Requirements	56
3. Academic and Personal Support	56
4. Admissions and Applicants	56
5. Adding and Dropping Courses	57
6. Affiliation	57
7. Alcohol and Illegal Drugs	57
7 8. Attendance	57
8 9. Student Drug Screening	57
10 9. Credit by Exam	57
11 0. Death of a Student	57
12 4. <u>Students with Disabilities</u> (Students)	57
13 2. Discrimination/Equal Opportunity	58
14 . <u>Emergency Student Contact Information</u> Employment Grievance	58
15 . <u>Employee Grievances</u>	
16 5. Exams – <u>Bring Your Own Device Policy</u>	58
17 6. Financial Policies	58
18 7. Grades/Grading	59
19 8. Graduation Procedures	59
20 19. <u>Student Health Services</u>	
21 . and Health Insurance Information	60
22 0. Immunizations - Required	61
23 4. Inter-Professional Education	63
24 2. Registration	63

253. Religious Holy Days	63
264. State Residency Classification	63
275. Student Government Association	64
286. Student Publications	64
297. Tuition and Fees - Payment Options	64
3028. Tuition and Fees Refund Policies	65
29. Testing “Bring Your Own Device”	67

PART XI. CONTACT INFORMATION FOR STUDENT SERVICES PERSONNEL 67

ATTACHMENTS

ATTACHMENT A – STUDENT CONDUCT INCIDENT FORM	69
ATTACHMENT B – <u>STUDENT GRIEVANCE FORM</u> SEXUAL MISCONDUCT INCIDENT FORM	71
ATTACHMENT C - ORGANIZATION MISCONDUCT INCIDENT FORM	73

APPENDIX A

HARASSMENT, SEXUAL ASSAULT, SEXUAL MISCONDUCT, and TITLE IX POLICY AND COMPLAINT PROCEDURE

<u>ANTI-DISCRIMINATION AND SEXUAL MISCONDUCT POLICY AND PROCEDURES</u>	74
A. Introduction	74
1. Non-Discrimination and Anti-Harassment Policy	74
2. Sexual Harassment, Sexual Assault, Sexual Misconduct and Title IX Policy	75
3. Amnesty	77
B. Sexual Harassment, Sexual Assault, Sexual Misconduct Involving Students or Student Organizations	78
1. Intake and Initial Inquiry	79
2. Informal Resolution	80
3. Investigation Process	80
4. Administrative Resolution	81
5. Hearing Procedures	82
i. Prehearing/Formal Allegations Assigned	82
ii. Hearing	82
iii. Conduct Outcomes/Findings (Sanctions, Conditions, Restrictions)	84
6. Appeal Procedures	84
7. Follow Up	86

STATEMENT OF ACCREDITATION

Texas Tech University Health Sciences Center El Paso is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate, masters, and doctoral degrees. Contact the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of Texas Tech University Health Sciences Center El Paso.

PART I

FOREWORD

A. General Policy

1. The mission of Texas Tech University Health Sciences Center (TTUHSC) El Paso is to improve the lives of people in our State and our community by focusing on the unique health care needs of socially and culturally diverse border populations through excellence in integrated education, research, and patient care.

~~Goal I: Foster the development of competent health care professionals~~

~~Goal II: Recruit, develop, and retain outstanding employees~~

~~Goal III: Advance knowledge through innovative, peer-reviewed research~~

~~Goal IV: Improve community health through the provision of patient care services and health-related education~~

~~Goal V: Operate effectively and efficiently through maximization of available resources~~

A University, like any community, must have regulations and/or standards by which its members abide and procedures by which its components function. The standards should provide order and an atmosphere conducive to intellectual and personal development. This Student Handbook, the TTUHSC El Paso Operating Policies and Procedures, and the School's catalogs and handbooks are intended to serve these purposes in the interest of all components of the Texas Tech University Health Sciences Center El Paso.

The University has a responsibility to maintain order within the University community and to discipline those who violate its standards, rules, and/or policies. Enrollment requires students to share this responsibility. Students agree to abide by the standards, rules, and/or policies outlined in this Student Handbook, the TTUHSC El Paso Operating Policies and Procedures, and the individual Schools' catalogs and any other official University publications. Registered student organizations are required to follow all of these standards, rules, and policies.

The Texas Tech University Health Sciences Center El Paso (TTUHSC El Paso or the University) reserves the right to change, modify, amend, or rescind, in whole or in part, this Handbook at any time without prior notice. This Handbook supersedes all previous editions. The provisions of this Handbook do not constitute a contract, expressed or implied, between any student or faculty member and Texas Tech University System, TTUHSC El Paso, Gayle Greve Hunt School of Nursing (GGHSON), Graduate School of Biomedical Sciences (GSBS), Paul L. Foster School of Medicine (PLFSOM), or Woody L. Hunt School of Dental Medicine. (WLHSDM).

~~B. Tobacco-Free Environment~~

~~According to the United States Surgeon General, tobacco use is the single largest preventable cause of premature death and disability. Tobacco users are at substantially increased risk of developing smoking related cancers, cardiovascular disease, and lung disease. Environmental smoke can cause discomfort and disease in non-smokers. Institutions with smokers suffer from lost productivity, conflict, and plant deterioration (HSCEP OP 10.19 Smoke free and Tobacco free Environment. http://elpaso.ttuhsoc.edu/opp/_documents/10/op1019.pdf).~~

~~As a health care institution, TTUHSC El Paso is committed to the establishment and enforcement of a healthier tobacco free environment. TTUHSC El Paso OP 10.19, Tobacco Free Environment Policy, includes regulation and assessment.~~

BC. Authority

The authority to enact and enforce regulations of the University is vested in the Texas Tech University System Board of Regents. The responsibility for enforcing regulations and imposing penalties is delegated to the Chancellor and/or the President of the University and any University officials the President designates.

All references to the Chancellor and/or President of the University, the Provost and Vice President of Academic Affairs or Assistant Vice President for Student Services and Student Affairs (SSSA) or designee shall be interpreted to include persons designated to act on behalf of these officials.

CD. Policy on Non-Discrimination

TTUHSC El Paso does not tolerate discrimination or harassment of any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, genetic information, status as a protected veteran, or any other legally protected category, class, or characteristic. 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 these bases. Employment actions, such as hiring, promotion, demotion, transfer, rate of pay or other forms of compensation, selection for training, and termination, shall not be made based on an employee's protected status. Discriminatory behavior is prohibited regardless of how it is exhibited, whether verbally, in writing, or electronically displayed or conveyed.

Discriminatory behavior is prohibited by this policy, as well as by federal laws such as Title VII, which prohibits discrimination in employment, Title IX, which prohibits discrimination on the basis of sex in education program or activities, the Equal Pay Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the

Rehabilitation Act of 1973, the Civil Rights Act of 1991, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title II of the Genetic Information Non-Discrimination Act, and state laws such as Chapter 21 of the Texas Labor Code. The University expects all members of the University Community to comply with the law. For more information, see HSCEP OP 51.01, Equal Employment Opportunity Policy and Affirmative Action Plan at <http://el Paso.ttuhs c.edu/opp/ documents/51/op5101.pdf> , HSCEP 51.02, Non-Discrimination and Anti-Harassment Policy at <https://el Paso.ttuhs c.edu/opp/ documents/51/op5102.pdf>, and Part IV of this Student Handbook below.

DE. University Name, Documents, and Records

The use by any person or organization of the University's name in connection with any program or activity, without the prior written permission of the Office of the Vice Chancellor for Institutional Advancement or designee, or any unauthorized use of University documents, records or seal is prohibited. See HSCEP OP 67.01, Publication Guidelines at <https://el Paso.ttuhs c.edu/opp/ documents/67/op6701>.

E. Clery Annual Security Report

In accordance with the guidelines established by Texas Tech University Health Sciences Center El Paso, the Texas Tech Police Department and pursuant to the federal law identified as the "Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act," all currently enrolled students, campus employees and all prospective students and prospective employees are entitled to request and receive a copy of the Annual Campus Security Policy and Campus Crime Statistics Report. The report contains statistics about certain specified crimes and related incidents that have been reported to the Texas Tech Police Department and other campus security authorities over the past three calendar years (2016, 2017 and 2018). All incidents contained within the report have either occurred on-campus, in off-campus buildings, or on or near property owned or controlled by Texas Tech University Health Sciences Center El Paso. The report also contains policies and practices pertaining to campus security, crime reporting, alcohol and drugs, victims' assistance programs, student discipline policies, campus resources, community safety alerts, crime prevention, access to campus facilities and properties as well as personal safety tips.

Annual reports can be accessed at <https://el Paso.ttuhs c.edu/about/policies/annual-security-report.aspx>

To request a paper copy of this report, contact the Texas Tech Police Department by email at police@ttu.edu or by phone at 915-215-7111 during normal business hours, 8 a.m. – 5 p.m., Monday through Friday.

F. Drug and Alcohol Abuse Prevention Program

<https://el Paso.ttuhs c.edu/opp/ documents/10/op1003.pdf>

a. The Texas Tech University Health Sciences Center El Paso (TTUHSCEP) policy on drug and alcohol abuse prohibits the unlawful possession, use, or distribution of alcohol and illegal drugs on TTUHSCEP property or as a part of any officially sponsored TTUHSCEP activities.

b. The Drug-Free Schools and Communities Act Amendments of 1989, 20 U.S.C. § 7101 et seq., as amended, require that, as a condition of receiving funds or any other form of financial assistance under any federal program, an institution of higher education must adopt and implement a program designed to prevent the unlawful possession, use, or distribution of alcohol and illegal drugs by faculty, staff, and students. This OP also applies to residents. In addition to meeting the requirements of the federal law, TTUHSCEP also intends that this policy be part of a positive effort in alleviating alcohol abuse and other drug-related problems among members of the campus communities in all regional sites and components. Thus, the emphasis in program implementation will be on prevention, education, counseling, intervention, and treatment.

c. This policy is in addition to, and not in lieu of, any other TTUHSCEP policy. TTUHSCEP reserves the right to take disciplinary action against faculty, staff, residents, or students for violations under this or other applicable policies of TTUHSCEP

(See complete text of HSCEP OP 10.03 at <https://el Paso.ttuhsce.edu/opp/ documents/10/op1003.pdf>)

All TTUHSCEP students are required to complete a drug and alcohol training program each year. Students are notified of the method to complete this training by their respective Schools.

For TTUHSCEP students who are required to submit drug screening, please review HSCEP OP 77.15 at

<https://el Paso.ttuhsce.edu/opp/ documents/77/op7715.pdf> .

Student who are required to submit criminal background checks should review HSCEP OP 10.20

<https://el Paso.ttuhsce.edu/opp/ documents/10/op1020.pdf>.

Student Counseling and Health Services are available for all enrolled students. Please see <https://el Paso.ttuhsce.edu/studentservices/SCS.aspx> .

GB. Tobacco-Free Environment

According to the United States Surgeon General, tobacco use is the single largest preventable cause of premature death and disability. Tobacco users are at substantially increased risk of developing smoking-related cancers, cardiovascular disease, and lung disease. Environmental smoke can cause discomfort and disease in non-smokers. Institutions with smokers suffer from lost productivity, conflict, and plant deterioration (HSCEP OP 10.19 -Smoke-free and Tobacco-free Environment, <http://el Paso.ttuhsce.edu/opp/ documents/10/op1019.pdf>).

As a health care institution, TTUHSC El Paso is committed to the establishment and enforcement of a healthier tobacco-free environment. TTUHSC El Paso OP 10.19, Tobacco-Free Environment Policy, includes regulation and assessment. See <https://el Paso.ttuhs c.edu/opp/ documents/10/op1019.pdf>

F. Definitions

- ~~1. "Accused Student" means any student accused of violating the TTUHSC El Paso Code of Professional and Academic Conduct set forth in Part II of this Handbook. This term may also may refer to a registered student organization.~~
- ~~2. "Business day" means a day in which the University normally carries on business or business operations, but excludes weekends and official University holidays.~~
- ~~3. "Complainant" means a member of the University community who submits a Complaint alleging that a student violated the Code of Professional and Academic Conduct. When a student believes that he or she has been a victim of another student's misconduct, the student who believes that he or she has been a victim will have the same rights under the Code as are provided to the Complainant, even if the victim is not acting as a Complainant.~~
- ~~4. "Complaint of Misconduct" or "Complaint" means a formal, written charge against a student(s) or student organization(s) alleging violation(s) of the Code of Professional and Academic Conduct. The incident form for a complaint against a student or students is attached to this Handbook as Attachment A. The incident form for a complaint against a student organization is attached to this Handbook as Attachment C. An anonymous complaint or a complaint filed by a person who is not a member of the University community shall not constitute a Complaint of Misconduct. However, such a complaint may initiate an investigation and/or filing of a formal complaint by an appropriate University official.~~
- ~~5. Conduct Board reference F. Definitions, item # 22.~~
- ~~6. "Disciplinary good standing" is defined as relating to a student not currently on disciplinary probation or suspension.~~

- ~~7. “Faculty member” means any person hired by the University who is considered by the University to be a member of its faculty.~~
- ~~8. “Hold ” means the indicator placed on a student’s official academic record which prevents registration, financial aid, university services, and/or the issuance of an unofficial and/or official transcript until the student meets the requirements of the University office placing the hold, as described in this Handbook and/or in School’s catalogs or handbooks.~~
- ~~9. “May” is used in the permissive sense.~~ ~~10. “Member of the University community” means any person who is a campus visitor, volunteer including high school students, enrolled student, faculty or staff member, University official, any other person employed by the University.~~
- ~~10. “Policy” means the written regulations, standards and/or rules of the University as found in, but not limited to, the TTUHSC El Paso Institutional Student Handbook; School handbooks and/catalogs; and/or the TTUHSC El Paso Operating Policies and Procedures.~~
- ~~11. “Department Chair” means the Chair is charged with overseeing Department administrative support, and serving as an interface between faculty and the administration of the School and TTUHSC El Paso TTUHSC El Paso.~~
- ~~12. “Registered student organization” means any number of students who have complied with the formal requirements for University registration.~~
- ~~13. “Religious holy day” means a holy day observed by a religion whose places of worship are exempt from property taxation under Texas Tax Code TAX § 11.20. Religious Organizations. The term “Religious Holy Day” generally means a day on which the tenets of said religion prohibit class attendance or the completion of specific assignments on designated dates. See Texas Government Code section 62.112.~~
- ~~14. “Representative” means a University official authorized by the Provost or Assistant Vice President for Student Services and Student Affairs (SSSA) on a case by case basis to investigate and resolve alleged violations of the Code of Professional and Academic Conduct.~~
- ~~15. “School” means Gayle Greve Hunt School of Nursing, Graduate School of Biomedical Sciences, Paul L. Foster School of Medicine, or Woody L. Hunt School of Dental Medicine.~~
- ~~16. “Shall” is used in the imperative sense.~~
- ~~17. “Sponsorship and/or co-sponsorship” is defined as minimally including, but not limited to, participation in planning, coordination and implementation directed by members of the sponsoring organizations.~~

- ~~18. “Student” means all persons taking enrolled in a degree program and/or for-credit courses at the University, either full-time or part-time. Foster School of Medicine House staff (residents) are considered employees and are not students for the purposes of this Handbook or the Code of Professional and Academic Conduct. In addition, for purposes of Part II of this Handbook, persons who withdraw or who are on a leave of absence (approved interruption of continuous enrollment) but have a continuing relationship with the University are considered to be students. Individuals who have been accepted for admission are also considered students under this Handbook.~~20. “Student Code” means the TTUHSC El Paso Code of Professional Conduct, which is set forth in Part II of this Handbook. Section D, Misconduct, applies to all students, while Section E, Other Professional and Ethical Standards, and applies to students in certain TTUHSC El Paso Schools. A student must have applied for admission or be enrolled in the applicable School before a School’s provisions in Section E apply to the student.
- ~~19. “Student Conduct Administrator” means a TTUHSC El Paso official authorized by the Assistant Vice President for Student Services and Student Affairs (SSSA) to receive complaints and administer the procedures outlined herein. The Student Conduct Administrator will provide technical assistance and support to the Student Conduct Board and may be present at the Student Conduct Board Hearing, but will not be present during the Board’s deliberations.~~
- ~~20. “Student Conduct Board” or “Board” means any person or persons authorized by the Student Conduct Administrator to determine whether a student has violated the Student Code and to recommend sanctions that may be imposed when a rules violation has been committed. All persons serving on the Student Conduct Board must acknowledge an ability to be able to serve objectively and shall decline to serve if there is a conflict of interest or an appearance of a conflict of interest with either the Accused Student or the Complainant. When a person declines to serve because of a conflict of interest, or appearance thereof, the Student Conduct Administrator shall appoint another person with the same or similar faculty/student status as the person declining to serve. Student Conduct Boards will include:~~
- ~~i. One (1) Faculty member from the membership of a school other than that of the accused student, who shall serve as Chair;~~
 - ~~ii. One (1) faculty member from the School of the accused student;~~
 - ~~iii. One (1) faculty member from a School other than that of the accused student; and,~~
 - ~~iv. Two (2) graduate students from Schools other than that of the accused student.~~
- ~~21. “Student Conduct Board Hearing” or “Hearing” refers to an administrative process whereby a student contests the facts upon which charges of inappropriate conduct, violations of the Code of Professional and Academic Conduct and/or sanctions resulting from an alleged violation(s) are based. At the hearing, information is presented to the Student Conduct Board in order to determine~~

~~whether a student's responsibility related to the alleged violation of the Code is valid and appropriate sanctions, if any.~~

~~22. "Student Handbook" or "Handbook" means the TTUHSC El Paso Institutional Student Handbook. Schools also have "Handbooks" that are labeled specifically with the School title in front of "Handbook".~~

~~23. "Student organization" means any number of students who have complied with the formal requirements for TTUHSC El Paso registration.~~

~~24. "University" means TTUHSC El Paso (inclusive of all teaching and clinical sites and their components).~~

~~25. "University official" means any person employed by Texas Tech University System, Texas Tech University or TTUHSC El Paso, while performing their assigned administrative or professional responsibilities.~~

~~26. "University premises" includes all land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the University (including adjacent streets and sidewalks).~~

~~27. "User" means any member of the University community who uses any University resources, including computing and/or networking resources.~~

~~28. "Will" is used in the imperative sense.~~

PART II

CODE OF PROFESSIONAL AND ACADEMIC CONDUCT ("CODE")

A. General Policy

1. An environment in which the privileges of citizenship are protected and the obligations of citizenship are understood fosters freedom of discussion, inquiry, and expression. Accordingly, the University community has developed standards of behavior for students and student organizations.
2. Students and student organizations are subject to disciplinary action according to the provisions of the Code and/or any other applicable University rules or regulations.

3. Each student is responsible to become familiar with the various regulations of the University and meet the various requirements outlined below. Written policies are described in University publications such as this Handbook and the Schools' catalogs and handbooks. Each student, in accepting admission, indicates a willingness to subscribe to and be governed by the rules and regulations of University officials to take such disciplinary action, including dismissal, as may be deemed appropriate for failure to abide by such rules and regulations.
4. Each student is responsible for their own integrity and for reporting possible violations of this Code by other students. Faculty, staff, and students shall take all reasonable steps to prevent violations and are responsible for reporting violations.

B. Disciplinary Jurisdiction

1. The Code of Professional and Academic Conduct shall apply to conduct that occurs on University premises, at University sponsored activities, and to off-campus conduct that adversely affects the University and/or pursuit of its objectives.

~~2.~~ 2. All students are expected to subscribe to [the Codean honor system](#) which is implicit in accepting admission to the University. Each student shall be responsible for his/her conduct from the time of the application for admission through the actual awarding of a degree, even though conduct may occur before classes begin or after classes end, as well as during the academic year and periods between terms of actual enrollment.

~~2.3.~~ Academic issues, such as grading and promotion, should be addressed under the respective School's policies and procedures.

C. Violation of Law and TTUHSC El Paso Discipline

A disciplinary proceeding may be instituted against a student regardless of whether conduct allegedly violates both the criminal and/or civil law and/or this Student Code (that is, if both possible violations result from the same factual situation) without regard to the pendency of civil or criminal litigation in court or criminal arrest or prosecution.

Proceedings under this Code may be carried out before, simultaneously, or following civil and/or criminal proceedings. Determinations made or sanctions imposed under the Code shall not be subject to change because criminal charges arising out of the same facts giving rise to violation of University rules were dismissed, reduced, or resolved in favor of or against the criminal and/or civil law defendant.

D. Misconduct

Any student or student organization found to have committed the following misconduct is subject to disciplinary sanction(s), condition(s) and/or restriction(s). Misconduct or prohibited behavior includes, but is not limited to:

1. Alcoholic Beverages
 - a. The use, possession, sale, delivery or distribution of alcoholic beverages, except as expressly permitted by University policy as allowed by law.
 - b. Being under the influence of alcohol and/or intoxication except as allowed by law.

NOTE: State law will be strictly enforced at all times on all property controlled by the University and is inclusive of all clinical and teaching sites and its components.

2. Narcotics or Drugs
 - a. Use, possession, sale, delivery or distribution of any narcotic, drug or medicine prescribed to someone else, chemical compound or other controlled substance or drug-related paraphernalia, except as expressly permitted by the laws of the State of Texas; or,
 - b. Being under the influence of narcotics or drugs, except as permitted by law.
 - c. The failure of a drug test whether required by TTUHSC El Paso or any health care facility to which a student is assigned or has any type of patient care, contact or responsibility.
3. Firearms, Weapons, and Explosives
 - a. Use or possession of firearms, ammunition, explosive weapons, illegal knives, and other deadly weapons are prohibited on university property except as specifically authorized by federal, state, or local laws. HSCEP OP 10.30, Regulations for the carrying of concealed handguns by licensed holders <https://elpaso.ttuhsce.edu/opp/documents/10/op1030.pdf> . Regulations for the carrying of concealed handguns by licensed holders. As a health-related educational institution, TTUHSC El Paso facilitates a complex composition of activities, which include education, patient care, research, and community engagement. As such, TTUHSC El Paso campuses must accommodate the unique needs of diverse stakeholders, including patients, learners of all types, faculty, staff, contractors, and visitors. Within the context of this unique and complex composition, TTUHSC El Paso

is committed to the following principles for the campus environment:

- i. TTUHSC El Paso will comply with all necessary laws and regulatory requirements regarding safety and security on its campuses;
- ii. Within reasonable effort, TTUHSC El Paso will create an environment in which all stakeholders can conduct their business with a sense of personal and collective safety and security;
- iii. TTUHSC El Paso will communicate safety policies to stakeholders through all appropriate means.

4. Theft, Damage, or Unauthorized Use

- a. Attempted or actual theft of property of the University, students, of members of the University community or campus visitors;
- b. Possession of property known to be stolen or belonging to another person without the owner's permission;
- c. Attempted or actual damage to property of the University, University students, members of the University community or campus visitors; or,
- d. Attempted or actual unauthorized use of a credit card, debit card, automated teller machine card, telephone card and/or personal check; alteration, forgery or misrepresentation of any form of identification including, but not limited to, a social security number or driver's license number.

5. Actions against members of the University Community

- a. Physical harm or threat of harm to any person;
- b. Intentional or reckless conduct which endangers the health or safety of any person, campus visitor, or volunteer;
- c. Behavior that disrupts the normal operation of the University, including its students, faculty, staff, or volunteers; or conduct that otherwise interferes with or creates a hostile or intimidating environment for a student or students' academic pursuits or a faculty or staff's work environment. Such conduct does not necessarily have to be in violation of the law to violate this section.
- d. Sexual conduct that involves:
 - i. Deliberate touching of another's sexual parts without consent;
 - ii. Deliberate sexual invasion of another

without consent; or,
 iii. Deliberate constraint or incapacitation of another, without that person's knowledge or consent, so as to put another at risk of sexual injury; see Part IV Anti-discrimination and Title IX.

e. Unwelcomed sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that expressly or implicitly imposes conditions upon, threatens, interferes with, or creates an intimidating, hostile or demeaning environment for an individual's:

- i. Academic pursuits;
- ii. University employment;
- iii. Participation in activities sponsored by the University or organizations or groups related to the University; or,
- iv. Opportunities to benefit from other aspects of University life; see Part IV Anti- discrimination and Title IX.

f. Excessive pressure, threats, or any form of conduct, coercive tactics or mind control techniques used to recruit, initiate, retain or otherwise intimidate a student for membership in an organization.

g. Actions involving free expression activities are covered in Parts VII and VIII of this Handbook.

6. Gambling, Wagering, or Bookmaking

Gambling, wagering, or bookmaking on University premises is prohibited.

7. Hazing

Hazing means any intentional, knowing or reckless act directed against a student, occurring on or off campus, by one or more individuals acting alone or collectively that endangers the mental or physical health or safety of a student for the purpose of pledging or associating, being initiated into, affiliating with, holding office in, seeking and/or maintaining membership in any organization whose members are, or include, students. Consent or acquiescence by a student or students subjected to hazing is not a defense in a disciplinary proceeding. Hazing includes, but is not limited to:

- a. Any type of physical or emotional brutality, or the threat of such activity, such as whipping, beating, striking, branding, electronic shocking, placing of a harmful substance on the body or similar activity;
- b. Any type of physical activity, such as sleep deprivation, exposure to the elements, confinement in a small space, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that

adversely affects the mental or physical health or safety of a student;

- c. Any activity involving consumption of a food, liquid, alcoholic beverage, liquor, drug or other substance which subjects a student to an unreasonable risk or harm, or which adversely affects the mental, physical health or safety of a student;
- d. Any activity that intimidates or threatens a student with ostracism that subjects a student to extreme mental stress, shame or humiliation, or that adversely affects the mental health or dignity of a student, or that discourages a student from entering or remaining registered at this university, or that may reasonably be expected to cause a student to leave the organization or the university rather than submit to acts described above;
- e. Any activity in which a person engages in, solicits, encourages, directs, aids or attempts to aid another, directly or indirectly, in hazing; intentionally, knowingly or recklessly permits hazing to occur; having firsthand knowledge of the planning of a specific hazing incident which has occurred; and fails to report the incident in writing to the specific School's student affairs office;
- f. Any activity in which hazing is either condoned or encouraged or actions of any officer or combination of members, pledges, associates or alumni of the organization in committing or assisting in the commission of hazing; or,
- g. Any act that is unlawful as designated by local, state, or federal government.
NOTE: See *Texas Education Code, Sections 37.151-37.157 and Section 51.936*

8. False Alarms or Terrorist Threats

Intentionally or recklessly sounding a false alarm of any kind or character; making a false emergency call or terrorist threat; issuing a bomb threat; constructing mock explosive devices; improperly possessing, tampering with or destroying fire equipment, Automatic External Defibrillator (AED) or emergency signs on University premises.

9. Financial Irresponsibility

Failure to meet financial obligations owed to the University, including, but not limited to, the writing of checks on accounts with insufficient funds see also 4d above.

10. Unauthorized Entry, Possession or Use.

- a. Unauthorized entry into or use of University facilities;

- b. Unauthorized possession or duplication, processing, production, or manufacture of any key or unlocking device or access code for use in any University facility;
 - c. Unauthorized use of the University name, logotype, registered marks or symbols of the University; or,
 - d. Use of the University's name to advertise or promote events or activities in a manner which suggests sponsorship by the University without prior written permission.
11. Traffic and Parking
- a. Violation of University Traffic and Parking regulations; or,
 - b. Obstruction of the free flow of vehicle, pedestrian or other traffic on University premises.
12. Student Recreation Regulations
- Violation of rules, which govern behavior in the student lounges or exercise areas.
13. Failure to Comply with Reasonable Directions or Requests of University Officials.
- Failure to comply with the reasonable directions or requests of a University official acting in the performance of his or her duties.
14. Failure to Present Student Identification
- The failure to present their student identification to any University official upon request and identify himself/herself to any University official acting in the performance of his/her duties. The student identification card is the property of the university. Students shall neither allow their student identification card to be used by other persons, nor shall they alter their student identification in any way. A student must pay a replacement charge for lost, stolen or damaged student identification cards.
15. Abuse, Misuse or Theft of University Computer Data, Programs, Time, Computer or Network Equipment
- a. Unauthorized or non-academic use of computing and/or networking resources;
 - b. Unauthorized accessing copying, or removing of programs, records or data belonging to the University or another user or copyrighted

software

- c. Attempted or actual breach of the security of another user's account and/or computing system, depriving another user of access to University computing and/or networking resources, compromising the privacy of another user or disrupting the intended use of computing or network resources;
- d. Attempted or actual use of the University's computing and/or networking resources for personal or financial gain;
- e. Attempted or actual transport of copies of University's programs, records or data to another person or computer without written authorization;
- f. Attempted or actual destruction or modification of programs, records or data belonging to the University or another user or destruction of the integrity of computer-based information;
- g. Attempted or actual use of the computing and/or networking facilities to interfere with the normal operation of the University's computing and/or networking systems; or through such actions, causing a waste of such resources (people, capacity, computer); or,
- h. Allowing another person, either through one's personal computer account, or by other means, to accomplish any of the above.
- i. Attempted or actual addition/modification/removal/circumventing of Institutionally- approved computer security products/processes.
- j. Participate in any computer-related activity that may cause TTUHSC El Paso to incur legal liability, or embarrassment.
- k. Violate any policy defined in the TTUHSC El Paso IT Security Policies.

16. Providing False, Misleading or Untrue Statements or Misuse of Records

Knowingly providing to the University, or to a University official in the performance of his/her duties, either verbally, or through forgery, alteration or misuse of any University document, record or instrument of identification.

17. Skateboard, Roller Blades, or Similar Devices

Use of skateboards, roller blades, bikes, scooters or other similar devices in University buildings or on University premises in such a manner as to

constitute a safety hazard or cause damage to University or personal property or which disrupts the normal operation of the University.

NOTE: Also refer to TTUHSC El Paso OP 76.32, Traffic and Parking Regulations at <https://el Paso.ttuhs.edu/opp/documents/76/op7632.pdf> .

18. Academic Misconduct

a. A student who witnesses academic misconduct or who is approached with an offer to gain unfair advantage or commit academic misconduct is obligated to report that violation to the appropriate authority (See Part II.D). Failure to do so may result in disciplinary action. Faculty and staff are likewise responsible to report academic misconduct in accordance with Part II.D.

b. "Academic misconduct" involves any activity that tends to compromise the academic integrity of the University, or subvert the educational process, including, but not limited to, cheating, plagiarism, falsifying academic records, misrepresenting facts and any act designed to give unfair academic advantage to the student or the attempt to commit such an act.

c. "Cheating" includes, but is not limited to:

- i. Using any aid, sources and/or assistance beyond those authorized by the instructor in taking a course, laboratory, field work, quiz, test or examination; writing papers; preparing reports; solving problems; or carrying out assignments;
- ii. Failing to comply with instructions given by the person administering the test;
- iii. Using, buying, stealing, transporting or soliciting in whole or part the contents of an examination, test key, homework solution or computer program;
- iv. Seeking aid, receiving assistance from, or collaborating (collusion) with another student or individual during a course, quiz, test, examination or in conjunction with other assignments (including, but not limited to writing papers, preparing reports, solving problems or making presentations) unless specifically authorized by the instructor;
- v. Discussing the contents of an examination with another student who will take the examination;
- vi. Divulging the contents of an examination, for the purpose of

preserving questions for use by another, when the instructor has designated that the examination is not to be removed from the examination room, be returned to or kept by the student;

- vii. Substituting for another person, or permitting another person to substitute for oneself to take a course, test or any course-related assignment;
- viii. Paying or offering money or other valuable things to, or coercing another person to obtain an examination, test key, homework solution or computer program, or information about an examination, test key, homework solution or computer program;
- ix. Falsifying research data, laboratory reports and/or other academic work offered for credit;
- x. Taking, keeping, misplacing or damaging the property of the University, or of another, if the student knows or reasonably should know that an unfair academic advantage would be gained by such conduct;
- xi. Possession at any time of current or previous test materials without the instructor's permission;
- xii. Acquisition or dissemination by any means, without written permission, of tests or other academic material belonging to a member of the University community;
- xiii. Alteration of grade records;
- xiv. Bribing, or attempting to bribe, a member of the University community or any other individual to alter a grade;
- xv. Falsification, fabrication, or dishonesty in reporting laboratory and/or research results;
- xvi. Submitting substantially the same work to satisfy requirements for one course that has been submitted in satisfaction of requirements for another course, without specific permission of the instructor of the course for which the work is being submitted;
- xvii. Possession during an exam of prohibited materials, including but not limited to study/review materials, class notes, review questions, etc.

d. "Plagiarism" includes, but is not limited to, the appropriation, buying, receiving as a gift, or obtaining by any other means another's work (such as words, ideas,

expressions, illustrations, or product of another), in whole or in part, and the submission of it as one's own work offered for an academic credit or requirement. When a student presents the works of another (published or unpublished) in his/her academic work, the student shall fully acknowledge the sources according to methods prescribed by his/her instructor.

e. "Falsifying academic records" includes, but is not limited to, altering or assisting in the altering, of any official record of the University and/or submitting false information or omitting requested information that is required for, or related to, any academic record of the University. Academic records include, but are not limited to, applications for admission, diplomas, official and unofficial transcripts, test scores, attendance and excused absence documents, grade reports, patient records, test papers, registration materials, any official forms, documents, or items related to academic performance.

f. "Misrepresenting facts" to the University or an agent of the University includes, but is not limited to, providing false academic information on resumes, providing false or misleading

information in an effort to receive a postponement or an extension on a test, quiz, or other assignment for the purpose of obtaining an academic or financial benefit for oneself or another individual, or providing false or misleading information in an effort to injure another student academically or financially.

g. Any other misconduct identified in School academic policies.

19. Violation of Published University and School Policies, Rules, or Regulations

Violation of any published University policies, rules, or regulations that govern student or student organization behavior, including, but not limited to, applicable publications for each TTUHSC El Paso School, such as student handbooks, catalogs, professional and ethical standards and course syllabi.

20. Violation of Federal, State, and/or Local Law

Misconduct which constitutes a violation of any provisions of federal, state and/or local laws.

21. Abuse of the Student Conduct Board or Administrator

a. Failure by an Accused Student to comply with or respond to a notification to appear before the Student Conduct Board or the Student Conduct Administrator during any stage of a disciplinary proceeding. Failure to comply with or respond to a notice issued as part of a Student Conduct procedure and/or failure to appear will not prevent the Student Conduct Board from reviewing the complaint;

- b. Falsification, distortion or misrepresentation of information in Student Conduct proceedings;
- c. Disruption or interference with the orderly conduct of a Student Conduct proceeding;
- d. Filing an allegation known to be without merit or cause;
- e. Discouraging or attempting to discourage an individual's proper participation in, or use of, the Student Conduct system;
- f. Influencing or attempting to influence the impartiality of a member of a Student Conduct Board prior to and/or during its proceeding;
- g. Harm, threat of harm, or intimidation either verbally, physically or written of a member of a Student Conduct Board prior to, during and/or after its proceeding;
- h. Failure to comply with the sanction(s), condition(s) and/or restriction(s) imposed under this Code or by a Student Conduct Board;
- i. Influencing or attempting to influence another person to commit an abuse of the Student Conduct system; or,
- j. Retaliation against any person or group who files a complaint accordance with the Code of Professional and Academic Conduct or files a grievance under the applicable institutional or School grievance policy.

E. Other Professional and Ethical School Standards

In addition to the Misconduct identified in Part II.D, each TTUHSC El Paso School publishes its professional and ethical standards. School handbooks and catalogs should be consulted for these standards; alleged violations may be referred for institutional Student Conduct review. In addition, School committees may review the alleged conduct under the professionalism, ethical, and licensure requirements related to their academic discipline. NOTE: *Academic issues, such as grading and promotion issues, should be addressed under the respective School's policies and procedures.*

~~1. Gayle Greve Hunt School of Nursing (GGHSON)~~

~~a. All students entering into the Gayle Greve Hunt School of Nursing are required to subscribe to the standards and codes of the profession.~~

~~b. GGHSON students as nursing professionals, are expected, not~~

only by patients, but also by society as a whole to adhere to:

i. American Nurses Association (ANA) Code of Ethics for Nurses, and the;
<http://www.nursingworld.org/codeofethics>

ii. Texas Board of Nurse
 Practice/Unprofessional Conduct Rules
https://www.bon.state.tx.us/practice_nursing_practice.asp

c. Students who fail to uphold and/or comply with the above codes and standards for safe and professional nursing practice will be considered in violation of the law and/or professional nursing standards.

3. Graduate School of Biomedical Sciences (GSBS)

a. All students enrolled in the GSBS are required to maintain a high level of performance and comply fully with the policies of the institution.

b. GSBS students as future scientists and health-related professionals are expected, by society as a whole, not to engage in scientific misconduct.
 i. Allegations of scientific misconduct (fraud, dishonesty, or any kind of misconduct in science) will be investigated by the university's research integrity officer as outlined in HSCEP OP 73.07 Honesty in Research & Allegations of Scientific Misconduct- Attachment A.

3. Paul L. Foster School of Medicine (PLFSOM)

a. All students entering the Paul L. Foster School of Medicine are required to subscribe to the Medical Student Honor Code, as well as the Student Code. Adherence to the Medical Student Honor Code and the Student Code is considered a requirement for admission to the Paul L. Foster School of Medicine.

b. Paul L. Foster School of Medicine students, as well as medical professionals in general, are expected, not only by patients, but also by society as a whole, to possess certain attributes, which include, but are not limited to:

- i. Altruism, whereby they subordinate their own interests to take care of their patients;
- ii. High ethical and moral standards;
- iii. Honesty, integrity, trustworthiness, caring, compassion and respect in their interactions with patients, colleagues and others;

- iv. ~~Accountability, not only for their own actions, but also for those of their colleagues, which is the basis for the autonomy of the profession; and~~
- v. ~~Maintaining confidentiality concerning the patient and the patient's records.~~

c. ~~Medical Student Honor Code~~

~~“In my capacity as a Paul L. Foster School of Medicine medical student, I will uphold the dignity of the medical profession. I will, to the best of my ability, avoid actions which might result in harm to my patients. I will protect the dignity of my patients and the deceased, and will protect their confidential information in accordance with the prevailing standards of medical practice. I will not lie, cheat, or steal. I will enter into professional relationships with my colleagues, teachers, and other health care professionals in a manner that is respectful and reflective of the high standards and expectations of my profession. I will not tolerate violations of this Code by others and will report such violations to the appropriate authorities.”~~

~~d. In matters of Academic Misconduct, the student shall refer to the Paul L. Foster School of Medicine Student Affairs Handbook, Professional and Academic Policies.~~

F. Student Conduct Procedures

1. Nature of Proceedings. These proceedings are part of an educational process whereby the University applies its values to establishing the best possible learning environment for its students. These proceedings are not intended to follow, or be restricted by, courtroom or judicial procedures, including the rules of evidence. In addition, these proceedings are not intended for grading and promotions issues, which should be addressed under respective School policies.

2. Procedural Deviations. If the Student Conduct Board has not yet been appointed, or in the absence of the Chair of the Student Conduct Board, the parties and the Student Conduct Administrator may agree in advance and in writing to deviations from procedure. If a Student Conduct Board has been appointed, the parties and the Chair of the Student Conduct Board may mutually agree to procedural deviations, such as deadlines for submission of evidence and hearing dates and times.

NOTE: Any notices that are sent by email will be considered to have been received on the third calendar day after the date of emailing, excluding any intervening Saturday, Sunday or holiday.

3. Filing a Complaint

- a. Any faculty, staff, or student of TTUHSC El Paso may file a Complaint(s) against a student(s)
or a student organization(s) for violation(s) of the Code of Professional and

Academic Conduct. When appropriate, a preliminary investigation/discussion with a supervisor (program director, chair, etc.) should be done prior to filing a Complaint. If a basis for the Complaint against a student or students exists, Attachment A should be completed and delivered by the Complainant to the Student Conduct Administrator. Attachment ~~AG~~ should be used for complaints against student organizations. A Complaint shall be submitted no later than twenty (20) business days from the date of the event or when the Complainant becomes aware of the event. Complaints filed more than twenty business days after the event shall include a justification for the delay.

b. When a Complaint is filed, the Student Conduct Administrator will provide the Accused Student with the Complaint form filed by the Complainant and will notify the Accused Student via email that he or she shall appear before the Student Conduct Administrator to discuss the Complaint within five (5) business days from the date of the letter. It is recommended that the Accused Student meet with the Student Conduct Administrator prior to the Student Conduct Board

c. ~~If the Accused Student agrees, the~~ Student Conduct Administrator may conduct an ~~administrative review~~~~informal meeting~~ to determine if the complaint may be ~~handled~~~~disposed~~ prior to a formal hearing. Any ~~administrative review decision~~~~informal disposition~~ must be in writing and agreed to by all of the parties (complainant and accused student). Such disposition shall be final and there shall be no subsequent proceedings. The Student Conduct Administrator will send a written notification of the resolution to all parties involved.

d. If the Complaint is not ~~handled~~~~disposed of~~ administratively under Part II.F.3.c above, ~~the following steps apply: the Student Conduct Administrator will meet with the Accused Student to determine if the Accused Student admits or denies violating institutional rules.~~

- i. If the Accused Student admits violating institutional rules, but sanctions are not agreed to, a Student Conduct Board hearing shall be conducted in accordance with Part II.F.4 but shall be limited to recommending the appropriate sanction(s) Part II.G.
- ii. If the Accused Student denies violating University rules, the allegations shall be referred by the Student Conduct Administrator for a hearing before the Student Conduct Board under Part II.F.4 below.

e. Student Conduct Board hearing shall be scheduled within thirty (30) business days after the Accused Student has met with the Student Conduct Administrator under Part II.F.3.d. above. In cases in which an examination period intervenes between the time of the notice to the Accused Student and the Student Conduct Board hearing date, such hearing will be held during the first week in which classes are again in session. In the case of inclement weather, the chair of the Student Conduct Board will notify all parties of any cancellations or schedule changes.

4. Student Conduct Board Hearings

a. *Closed Hearing.* A Student Conduct Board hearing will be conducted in closed session with the complainant(s), accused student(s) or student organization representative(s), and Student Conduct Board members, and Student Conduct Administrator present. Requests for an advisor for the accused student and witnesses should be made in advance to the Student Conduct Administrator.

b. *Hearing Notice.* At least fifteen (15) business days prior to the Student Conduct Board hearing, the Chair of the Student Conduct Board will provide written notice to the parties of the following:

- i. Date, time and place for the hearing,
- ii. Name of the members of the Student Conduct Board,
- iii. Summary statement of the charge(s), or a copy of the complaint and
- iv. Request in writing that at least five (5) business days prior to the Student Conduct Board Hearing, the Accused Student and the Complainant submit the information outlined [herein](#) below [in](#) [d.](#)

c. *Challenge.* An Accused Student and/or Complainant may challenge in writing the impartiality of any member of the Student Conduct Board up to three (3) business days after receiving the Hearing Notice by submitting their reasons for the challenge to the Student Conduct Administrator.

Any member of the Student Conduct Board whose participation is challenged shall be required to establish to the Student Conduct Board Administrator or his or her designee that the member can serve with fairness and objectivity. If the member cannot establish his or her fairness and objectivity to the satisfaction of the Student Conduct Board Administrator, the member in question shall be removed and a substitute will be appointed by the Student Conduct Administrator. If such member is removed the Student Conduct Administrator, may in his or her sole discretion choose to reschedule the hearing.

d. *Evidence Submission.* At least ten (10) business days prior to the date scheduled for the Student Conduct Board hearing, the Complainant and the Accused Student must submit to the Chair of the Student Conduct Board the following information, if applicable. Requests for extensions to file information with the Student Conduct Board shall be submitted to the Chair.

- i. All pertinent records and exhibits
- ii. Written statements must be notarized (including Impact or Position Statements);
- iii. A list of all witnesses, if any, who will be speaking on behalf of the Accused Student or Complainant; and

iv. The name of the advisor, if any, who may be present in an advisory capacity at the hearing. See Part II.F.4. i below.

e. *Evidence Exchange.* At least five (5) business days prior to the hearing, the Chair will provide each party with the information, if any, submitted by the other party.

f. *Separate or Joint Hearings.* A Student Conduct Board Hearing involving two or more Accused Students, may be conducted separately or jointly as determined by the Student Conduct Administrator. An accused student may request in writing to the Student Conduct Administrator a separate hearing up to three (3) business days after receiving the notice of hearing. The Student Conduct Board Administrator shall notify the student within three (3) business days the determination of the request.

g. *Recordings.* The University shall record, either digitally, through audiotape, or otherwise as deemed appropriate all Student Conduct Board hearings until such time that the Student Conduct Board begins discussion and deliberation and prepares its' Findings and Recommendations. Deliberations shall not be recorded. The record is University property. Pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, the student will be allowed to review, but not to copy, the hearing record. 34 C.F.R. § 99.10 (2003). Neither the Complainant, the Accused Student nor any witnesses are permitted to make any independent record of the proceedings.

h. *Hearing Attendance.* The Complainant, Accused Student and their respective advisor, if any, shall be allowed to attend the portion of the Student Conduct Board Hearing at which information is received, excluding deliberations.

i. *Advisors.* The advisor must be a faculty, staff, or student of TTUHSC El Paso. However, if an Accused Student is also the subject of a pending criminal investigation, indictment or charge arising out of the same circumstances, he or she may be allowed to have an attorney serve as his or her advisor, at his or her own expense, to participate only in the same manner as any other advisor. If an advisor for the Accused Student is an attorney, an attorney from the Office of General Counsel may attend the Student Conduct Board Hearing on behalf of the University. TTUHSC El Paso will provide legal counsel for the Student Conduct Board as the Student Conduct Board Chair deems it necessary.

The Complainant and/or the Accused Student is responsible for presenting his or her own information, and therefore, advisors are not permitted to speak or to participate directly or indirectly in any Student Conduct Board hearing before a Student Conduct Board. A student should select as an advisor a person whose schedule allows attendance at the scheduled date and time for the Student Conduct Board hearing, as delays will not be allowed due to the scheduling

conflicts of an advisor, except at the discretion of the Chair upon written request seven (7) calendar days in advance of the date scheduled for the Student Conduct Board Hearing.

j. *Witnesses.* Members of the Student Conduct Board may question all witnesses, followed by the parties. Questioning by the Complainant and the Accused Student may be limited in the sole discretion of the Chair of the Student Conduct Board for such issues as preserving the civility of the hearing, avoiding redundant and irrelevant questioning, and/or providing for the efficient administration of the Hearing. Witnesses are permitted to attend the Student Conduct Board Hearing only during the time they are providing testimony, they are being questioned by the complainant, the accused or the committee unless the Student Conduct Board Chair, in his/her sole discretion determines otherwise.

i. *Parties Witnesses.* The Complainant and the Accused Student may arrange for witnesses to present pertinent information to the Student Conduct Board. The Complainant and the Accused Student are responsible for arranging for the voluntary attendance of his or her own witnesses.

ii. *Board Witnesses.* In its sole discretion, the Student Conduct Board may call other witnesses not identified by the Accused Student or the Complainant. If prior to the hearing the Student Conduct Board anticipates calling additional witnesses, the Board shall notify the Chair of the Student Conduct Board. The Chair of the Student Conduct Board will then arrange for the voluntary attendance of the witnesses identified by the Student Conduct Board. The Chair of the Student Conduct Board shall notify the Accused Student and the Complainant of the additional witnesses. If any witness called by the Student Conduct Board intends to present written information to the Board, the Chair of the Student Conduct Board is responsible for forwarding such information to the Complainant, the Accused Student and the Student Conduct Board prior to the Hearing. No Board members shall have communication with any witnesses, except in the hearing with the Accused Student and Complainant present.

k. *Procedural Questions.* All procedural questions are subject to the final decision of the Chair of the Student Conduct Board. If a Student Conduct Board has not yet been appointed, the Student Conduct Administrator will issue a final decision in response to procedural questions.

l. *Deliberations.* If the Student Conduct Board concludes that all pertinent information has been received, the Student Conduct Board shall adjourn the Hearing to discuss, deliberate and prepare Findings and Recommendations. The Student Conduct Board will determine by a simple majority (more than half of the votes cast) of members present at a duly

called meeting vote whether the Accused Student has violated any section of the Code which the student is charged with violating. If the Student Conduct Board finds a violation(s) of the Code, the Student Conduct Board may also recommend all or any of the sanctions identified in Part II.G below.

m. *Failure to Appear.* The Accused Student is expected to attend and participate in the Student Conduct Board Hearing. If the Accused Student or the Complainant elects not to attend a hearing after appropriate written notice Section II.F.4.b above, the charges will be reviewed as scheduled on the basis of the information available, and a recommendation will be made by the Board. Although no inference may be drawn against an Accused Student for failing to attend a hearing or remaining silent, the hearing will proceed and the conclusion will be based on the evidence presented. No decision shall be based solely on the failure of the Accused Student to attend the hearing or answer the charges.

n. *Findings and Recommendations.* The Chair is responsible to prepare the Student Conduct Board's Findings and Recommendations in writing. If the Findings and Recommendations are not unanimous, opinion(s) may be written by those who differ with the Majority's Findings and Recommendations. The Chair will forward the Findings and Recommendations, including differing opinion(s), within ten (10) business days to the Assistant Vice President for SSSA, the Student Conduct Administrator, the Accused Student and the Complainant.

o. *Review of Findings and Recommendations.* The Assistant Vice President for SSSA for Student Services and Student Affairs will review the Findings and Recommendations of the record from the Student Conduct Hearing and supporting documents, and transmit his or her decision in writing within ten business days from receipt to the Accused Student, the Complainant, the Student Conduct Administrator, and the Chair of the Student Conduct Board.

p. *Appeal.* Within ten business days of receipt of the decision of the Student Conduct Board, if either party believes that the due process procedures have been violated, an appeal may be made, in writing, to the Provost/Vice President for Academic Affairs. The Provost will review the case and notify all parties of his or her decision within ten business days. If a written appeal is not submitted within ten business days following receipt of the Student Conduct Board decision letter, the right to appeal is thereby waived and said decision is final.

The Accused Student or Complainant may only raise, and the Provost shall only consider, the following:

- a. Whether a procedural deviation occurred that substantially affected the outcome of the case;
- b. Whether there is new information sufficient to alter the Findings or other relevant facts not available or mentioned in the original hearing, because such information and/or facts were not known to the person appealing at the

time of the original Student Conduct Board hearing.

The Provost will review the Findings and Recommendations and, at his or her sole discretion, the record from the Student Conduct Board hearing and supporting documents, and transmit his or her decision in writing to the Accused Student, the Complainant, the Student Conduct Administrator, ~~and~~ the Chair of the Student Conduct Board, and the Assistant Vice President. The Provost's decision shall be final.

G. Sanctions

1. Sanctions which may be recommended by the Student Conduct Board, and imposed by the Assistant Vice President for SSSA, upon any student found to have violated this Code of Professional and Academic Conduct include but are not limited to the following:

a. Failing Grade or Cancellation of Credit. Failing grade for an examination or assignment or for a course, and/or cancellation of all, or any portion, of a prior course credit.

b. Censure. A notice in writing to the student that the student is in violation or has violated institutional regulations. At the Student Conduct Board's discretion, the censure may remain permanently in the student's disciplinary file or be removed at graduation if certain conditions are met.

c. Probation. A written reprimand for violation of specified regulations. Probation is for a designated period of time and includes the likelihood of more severe disciplinary sanctions if the student is found to violate any institutional regulation(s) during the probationary period.

d. Loss of Privileges. Denial of specified privileges for a designated period of time.

e. Restitution. Compensation for loss, damage or injury. This may take the form of appropriate service and/or monetary or material replacement.

f. Discretionary Sanctions. Assignments may be made at the discretion of the Student Conduct Board, such as work assignments, essays, training, service to the University, temporary suspension from a class or rotation site, an unexcused absence, a letter of unprofessional behavior in the student's disciplinary file or other related discretionary assignments.

g. Suspension. Separation of the student from University for a defined (or specific) period of time, after which the student is eligible to return. Conditions for re-enrollment or readmission must be specified. (During

the time of disciplinary suspension, the notice is placed in the student's permanent file.)

h. Institutional Dismissal. Student Conduct Board decision's of Dismissal of the student from the ~~their current program institution~~ without the option to apply for readmission to any School in the University. The student's transcript will include a notation of dismissal for non-academic and non-financial reasons and the date of the action or appeal decision.

i. Revocation of Admission. Admission to the University may be revoked for fraud, misrepresentation or other violations of University standards.

j. Revocation of Degree. A degree awarded by the University may be revoked for fraud, misrepresentation or other serious violations committed by a student prior to graduation.

k. Withholding Degree. The University may withhold awarding a degree otherwise earned until the completion of the process set forth in a Student Conduct Board decision.

l. Multiple Sanctions. More than one of the sanctions listed above may be imposed for any single violation.

m. Not eligible for re-enrollment. The Student Conduct Board will specify whether the student is eligible for re-enrollment.

n. Any other sanction(s) which may be appropriate under the particular circumstances of the violation.

2. Other than dismissal from the University or revocation of a degree, Student Conduct Board decisions shall not be made part of the student's permanent education record, but shall become part of the student's disciplinary record which is maintained in the TTUHSC El Paso Student Services and Student Affairs office. Where professionalism matters are involved, a copy of a Student Conduct Board decision may be maintained in the disciplinary file of the respective school.

3. The following sanctions may be imposed upon registered student organizations and/or members thereof:

a. Those sanctions listed above in Part II.G.1 above.

b. Loss of selected rights and privileges for a specified period of time.

c. *Deactivation.* Loss of all privileges, including University recognition and/or registration, for a specified period of time.

H. Interpretation and Revision

1. Any question of interpretation or application of this Code shall be referred to the Student Conduct Administrator or his or her designee for final determination.

~~4.~~ 2. The Code of Professional and Academic Conduct Review Committee (Review Committee) shall conduct an annual review of the Code and make recommendations to the Academic Council, Provost and President regarding omission, clarifications, constructive changes and other matters relevant to the interpretation and operation of the Code. The Review Committee is composed of the Assistant Vice President for SSSA for Student Services and Student Affairs (SSSA), the Student Conduct Administrator (if different than the AVP for SSSA and Student Affairs representatives from each School. The Assistant Vice President for SSSA may invite recommendations by the President of the Student Government Association. A quorum for the Review Committee is four members.

~~5.~~_____

~~6.~~ F. Definitions

~~7.~~

~~1.~~ 4. “Accused Student” means any student accused of violating the TTUHSC El Paso Code of Professional and Academic Conduct set forth in Part II of this Handbook. This term may also refer to a registered student organization.

~~8.~~

~~9.~~ 2. “Business day” means a day in which the University normally carries on business or business operations, but excludes weekends and official University holidays.

~~10.~~—

~~11.~~ 3. “Complainant” means a member of the University community who submits a Complaint alleging that a student violated the Code of Professional and Academic Conduct. When a student believes that he or she has been a victim of another student’s misconduct, the student who believes that he or she has been a victim will have the same rights under the Code as are provided to the Complainant, even if the victim is not acting as a Complainant.

~~12.~~—

~~13.~~ 4. “Complaint of Misconduct” or “Complaint” means a formal, written charge against a student(s) or student organization(s) alleging violation(s) of the Code of Professional and Academic Conduct. The incident form for a complaint against a student or students is attached to this Handbook as Attachment A. The incident form for a complaint against a student organization is attached to this Handbook as Attachment C. An anonymous complaint or a complaint filed by a person who is not a member of the University community shall not constitute a Complaint of Misconduct. However, such a complaint may initiate an investigation and/or filing of a formal complaint by an appropriate University official.

~~14.~~—

~~15.~~ 5. Conduct Board – reference F. Definitions, item # 22.

~~16.~~—

~~17.~~—~~56.~~ “Disciplinary good standing” is defined as relating to a student not currently on disciplinary probation or suspension.

~~18.~~—

~~19.~~—~~67.~~ “Faculty member” means any person hired by the University who is considered by the University to be a member of its faculty.

~~20.~~

~~21.~~ ~~78.~~ “Hold ” means the indicator placed on a student’s official academic record which prevents registration, financial aid, university services, and/or the issuance of an unofficial and/or official transcript until the student meets the requirements of the University office placing the hold, as described in this Handbook and/or in School’s catalogs or handbooks.

~~22.~~ ~~89.~~ “May” is used in the permissive sense. ~~10.~~ “Member of the University community” means any person who is a campus visitor, volunteer including high school students, enrolled student, faculty or staff member, University official, any other person employed by the University.

~~23.~~

~~24.~~ ~~910.~~ “Policy” means the written regulations, standards and/or rules of the University as found in, but not limited to, the TTUHSC El Paso Institutional Student Handbook; School handbooks and/catalogs; and/or the TTUHSC El Paso Operating Policies and Procedures.

~~25.~~

~~26.~~ ~~104.~~ “Department Chair” means the Chair is charged with overseeing Department administrative support, and serving as an interface between faculty and the administration of the School and TTUHSC El Paso TTUHSC El Paso.

~~27.~~

~~28.~~ ~~112.~~ “Registered student organization” means any number of students who have complied with the formal requirements for University registration.

~~29.~~

~~30.~~ ~~123.~~ “Religious holy day” means a holy day observed by a religion whose places of worship are exempt from property taxation under Texas Tax Code - TAX § 11.20. Religious Organizations. The term “Religious Holy Day” generally means a day on which the tenets of said religion prohibit class attendance or the completion of specific assignments on designated dates. See Texas Government Code section 62.112.

~~31.~~

~~32.~~ ~~134.~~ “Representative” means a University official authorized by the Provost or Assistant Vice President for Student Services and Student Affairs (SSSA) on a case-by-case basis to investigate and resolve alleged violations of the Code of Professional and Academic Conduct.

~~33.~~

~~34.~~ ~~145.~~ “School” means Gayle Greve Hunt School of Nursing, Graduate School of Biomedical

~~35.~~ ——— Sciences, Paul L. Foster School of Medicine, or Woody L. Hunt School of Dental

~~36.~~ ——— Medicine.

~~37.~~ ~~156.~~ “Shall” is used in the imperative sense.

~~38.~~

~~39.~~ 167. “Sponsorship and/or co-sponsorship” is defined as minimally including, but not limited to, participation in planning, coordination and implementation directed by members of the sponsoring organizations.

~~40.~~

~~178.~~ “Student” means all persons taking enrolled in a degree program and/or for-credit courses at the University, either full-time or part-time. Foster School of Medicine House staff (residents) are considered employees and are not students for the purposes of this Handbook or the Code of Professional and Academic Conduct. In addition, for purposes of Part II of this Handbook, persons who withdraw or who are on a leave of absence (approved interruption of continuous enrollment) but have a continuing relationship with the University are considered to be students. Individuals who have been accepted for admission are also considered students under this Handbook.

~~41.~~ 1820. “Student Code” means the TTUHSC El Paso Code of Professional Conduct, which is set forth in Part II of this Handbook. Section D, Misconduct, applies to all students, while Section E, Other Professional and Ethical Standards, and applies to students in certain TTUHSC El Paso Schools. A student must have applied for admission or be enrolled in the applicable School before a School’s provisions in Section E apply to the student.

~~42.~~

~~43.~~ 19. “Student Conduct Administrator” means a TTUHSC El Paso official authorized by the Assistant Vice President for Student Services and Student Affairs (SSSA) to receive complaints and administer the procedures outlined herein. The Student Conduct Administrator will provide technical assistance and support to the Student Conduct Board and may be present at the Student Conduct Board Hearing, but will not be present during the Board’s deliberations.

~~44.~~

~~45.~~ 20. “Student Conduct Board” or “Board” means any person or persons authorized by the Student Conduct Administrator to determine whether a student has violated the Student Code and to recommend sanctions that may be imposed when a rules violation has been committed. All persons serving on the Student Conduct Board must acknowledge an ability to be able to serve objectively and shall decline to serve if there is a conflict of interest or an appearance of a conflict of interest with either the Accused Student or the Complainant. When a person declines to serve because of a conflict of interest, or appearance thereof, the Student Conduct Administrator shall appoint another person with the same or similar faculty/student status as the person declining to serve. Student Conduct Boards will include:

~~46.~~ i. One (1) ~~f~~Faculty member from the membership of a school other than that of the accused student-, who shall serve as Chair;

~~47.~~ ii. One(1) ~~11~~faculty member from the School of the accused student;

~~48.~~ iii. One (1) faculty member from a School other than that of the accused student; and

~~49.~~ iv. Two (2) ~~graduate~~ students from –Schools other than that of the accused student.

~~50.~~

~~51. 214. “Student Conduct Board Hearing” or “Hearing” refers to an administrative process whereby a student contests the facts upon which charges of inappropriate conduct, violations of the Code of Professional and Academic Conduct and/or sanctions resulting from an alleged violation(s) are based. At the hearing, information is presented to the Student Conduct Board in order to determine whether a student’s responsibility related to the alleged violation of the Code is valid and appropriate sanctions, if any.~~

~~52.~~

~~53. 222. “Student Handbook” or “Handbook” means the TTUHSC El Paso Institutional Student~~

~~54. Handbook. Schools also have “Handbooks” that are labeled specifically with the School title in front of “Handbook”.~~

~~55.~~

~~56.~~

~~57. 233. “Student organization” means any number of students who have complied with the formal requirements for TTUHSC El Paso registration.~~

~~58.~~

~~59. 24. “University” means TTUHSC El Paso (inclusive of all teaching and clinical sites and their components).~~

~~60.~~

~~61. 255. “University official” means any person employed by Texas Tech University System, Texas Tech University or TTUHSC El Paso, while performing their assigned administrative or professional responsibilities.~~

~~62.~~

~~63. 266. “University premises” includes all land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the University (including adjacent streets and sidewalks).~~

~~64.~~

~~65.~~

~~66. 277. “User” means any member of the University community who uses any University resources, including computing and/or networking resources.~~

~~67.~~

~~288. “Will” is used in the imperative sense~~

PART III

WITHDRAWAL OF CONSENT TO BE IN ATTENDANCE OR PRESENT ON UNIVERSITY PREMISES

A. Recommendation to Withdraw Consent During Periods of Disruption

1. The term “period of disruption” is any period in which it reasonably appears that there is any of the following (Texas Education Code § 51.231):

- a. Threat(s) of destruction to University premises;
 - b. Threat(s) of physical or emotional injury to human life on University premises; or,
 - c. Threat(s) of willful disruption of the orderly operation of the University.
2. During periods of disruption, the Assistant Vice President for SSSA or designee may recommend to the Provost that prior to a Student Conduct Board hearing, and in accordance with Texas Education Code, Section 51.233, a student have his/her consent to be in attendance at the University or on University premises be withdrawn when there is reasonable cause to believe that the student has willfully disrupted the orderly operation of University premises and that his/her presence on University premises will constitute a substantial and material threat to the orderly operation of the University premises.
 3. Withdrawal of Consent shall not be longer than fourteen (14) days from the date on which consent was initially withdrawn.
 4. Withdrawal of Consent is specifically provided by state statute (Texas Education Code § 51.233, et seq.). The provisions of Part III do not affect the power of the University to suspend or dismiss any student at the University in accordance with the procedures set forth in Part II of this Handbook. If a person is alleged to have violated the Code of Professional and Academic Conduct, and Withdraw of Consent also occurs, the procedures set forth in Parts II and III may occur concurrently.

B. Concurrence by Provost

1. If the Provost concurs with the Assistant Vice President for SSSA recommendation, the student will have his/her consent to be in attendance at the University or on University premises withdrawn in writing by the Provost. Texas Education Code § 51.233(a) & 51.234.
2. The written notice by the Provost shall contain all of the following:
 - a. That consent to remain on the campus has been withdrawn and the number of days for which consent has been withdrawn, not to exceed fourteen (14); Name and job title of the person withdrawing consent, along with an address where the person withdrawing consent can be contacted during regular working hours;
 - b. Brief statement of the activity or activities resulting in the Withdrawal of Consent; and,
 - c. Notification that the student is entitled to a hearing on the withdrawal not later than three (3) days from the date of receipt by the Assistant Vice President for SSSA of a request for hearing from the person.

3. Whenever consent is withdrawn by the Provost, the Provost shall submit a written report to the President within twenty-four (24) hours, unless the Provost has reinstated consent for the student. The report shall contain all of the following:
 - a. Description of the student, including, if available, the student's name, address, and phone number; and,
 - b. Statement of the facts giving rise to the Withdrawal of Consent.

C. Confirmation by President

1. If the President or his/her designee upon reviewing the written report described above finds that there was reasonable cause to believe that the student has willfully disrupted the orderly operation of the University or University premises, and that his presence on University premises will constitute a substantial and material threat to the orderly operation of the campus or facility, he/she may enter written confirmation upon the report of the action taken by the Provost Texas Education Code §51.236 (b).
2. If the President or his/her designee does not confirm the action taken by the Provost within 24 hours after the time that consent was withdrawn, the Withdrawal of Consent shall be deemed void and of no force or effect, except that any arrest made during the period shall not for this reason be deemed not to have been made for probable cause.

D. Hearing

1. The student from whom consent to remain on campus has been withdrawn may submit a written request for a hearing to the President, within the fourteen (14) day period of withdrawal. The written request must state the address to which notice of hearing is to be sent.
2. The student shall be entitled to the following procedures in accordance with the Texas Education Code, Sections 51.234 and 51.243.
 - a. *Hearing Notice.* Upon receipt of the request for hearing, the President shall grant the request and immediately mail a written notice of the time, place, and date of the hearing, along with pertinent records, exhibits and written statements to the student. A hearing will be conducted no later than three (3) days from the date that the President receives the request for hearing. The Hearing Committee will be appointed by the President and will be comprised of members from the respective schools other than the accused.
 - b. *Representation.* The student may be ~~advised by~~[represented](#) by counsel. The University will be represented by the Office of General

Counsel.

c. *Witnesses.* The student, as well as the party who recommended consent be withdrawn, have the right to call and question witnesses and to cross-examine witnesses at the hearing. Members of the Hearing Committee may also question the witnesses. Witnesses are permitted to attend the Hearing only when they are providing information, unless the Hearing Committee, in its sole discretion, allows otherwise. The student shall be advised of the content of the statements, and the names of the persons who made them, at the hearing.

d. *Evidence.* All matters upon which the decision to withdraw consent may be based shall be introduced into evidence at the hearing. The decision to withdraw consent shall be based solely on the evidence presented at the hearing. At least one (1) day prior the date scheduled for the Hearing, the parties must submit to the Chair of the Hearing Committee the following information, if applicable.

- i. All pertinent records, exhibits and written statements (including Impact or Position Statements);
- ii. A list of witnesses, if any, who will be speaking on behalf of the Accused Student or Complainant, including a brief summary of the information to be given by each; and,
- iii. The name of the advisor, if any, who may be present in an advisory capacity at the hearing. See Part II.F.4.i.

e. *Procedural Questions.* All procedural questions are subject to the final decision of the chair. or otherwise

f. *Recordings.* University shall record, either digitally or through audiotape, or otherwise as deemed appropriate all Hearings until such time that the Hearing Committee begins discussion and deliberation and prepares Findings and Recommendations. Deliberations shall not be recorded. The record is University property.

g. *Appeal to President.* The student may appeal the decision within three (3) days from the date of the decision by sending a written appeal to the President. If the student does not appeal the decision by the hearing committee, the decision is final. The president will review and render a decision within seven (7) days.

PART IV

STUDENT COMPLAINT OR GRIEVANCE POLICIES AND PROCEDURES

The following narrative summarizes TTUHSC El Paso's student complaint or grievance policies and procedures, other than those listed in Part IV of this Institutional Student Handbook (e.g. Title IX and discrimination). Links to specific policies and procedures are provided on the Student Services and Student Affairs web-page.

It is the policy of the Texas Tech University Health Sciences Center El Paso to affirm the right of its students to a prompt and fair resolution of a complaint or grievance involving allegations of inappropriate behavior by other TTUHSC El Paso students or by TTUHSC El Paso personnel toward students. Policies and procedures exist for the following areas of student complaints:

- Complaints regarding the general or academic misconduct of another student
- Complaints regarding discrimination
- Complaints regarding student records
- Complaints regarding employment at TTUHSC El Paso
- Complaints regarding grades or grading
- Complaints regarding other types of mistreatment
- Other institutional-level student complaint procedures

A. Complaints regarding the general or academic misconduct of another student

Policies and procedures governing complaints regarding the general or academic misconduct of students are defined in the Code of Professional and Academic Conduct (Code), which is published as Part II of this handbook. Students, faculty, and staff are all encouraged to report violations of the Student Code in accordance with the Disciplinary Procedures outlined in the Student Code.

B. Complaints regarding discrimination

This handbook identifies several policies intended to ensure the fair and equitable treatment of all members of the university community. The processes for filing complaints are detailed in the TTUHSC El Paso Operating Policies and Procedures. The following list identifies key institutional policies governing complaints regarding discrimination:

- OP 51.01, Equal Employment Opportunity Policy and Affirmative Action

Plan, <https://el Paso.ttuhs c.edu/opp/ documents/51/op5101.pdf>

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

<https://el Paso.ttuhs c.edu/opp/ documents/51/op5103.pdf>

OP 51.04, Access for Individuals with Disabilities,

<https://el Paso.ttuhs c.edu/opp/ documents/51/op5104.pdf>

C. Complaints regarding student records

HSCEP OP 77.13, Student Education Records,

<https://el Paso.ttuhs c.edu/opp/ documents/77/op7713.pdf>, provides detailed information about filing complaints relating to student records.

D. Complaints regarding employment at TTUHSC El Paso

Information about employment grievances for students who are employed at TTUHSC El Paso is provided in HSCEP OP 70.10, Non-faculty Employee Complaint and Grievance Procedures,

<https://el Paso.ttuhs c.edu/opp/ documents/70/op7010.pdf>. This policy covers complaints concerning issues pertaining to wages, hours, working conditions, performance evaluations, merit raises, job promotions, job assignments, or similar matters involving management decisions concerning the employee.

E. Complaints regarding grades or grading

The processing of formal grade appeal procedures is the responsibility of the school that administers the course. Relevant school policies are included in their catalogs and handbooks.

- Gayle Greve Hunt School of Nursing: Academic Grade Challenges/Appeals
- Graduate School of Biomedical Sciences: Grade Appeals
- Paul L. Foster School of Medicine: Challenging Student Records or Grades
- Woody L. Hunt School of Dental Medicine

F. Complaints regarding other types of mistreatment

Students who feel that they have been mistreated in a manner that is not directly addressed by any of the specific policies identified above are encouraged to refer to the policies and procedures governing student complaints, grievances, and appeals within their school. Relevant school policies include the following:

- GGHSO N : Academic Grade Challenges/Appeals and Complaint or Grievance

Resolution (Non-Grade Related)

- Graduate School of Biomedical Sciences: Procedure for Grade and Non-Grade Complaints
- Paul L. Foster School of Medicine: Appropriate Treatment of Medical Students; Student – Faculty Dispute Resolution Policy; Student-Student Dispute Resolution Policy
- Woody L. Hunt School of Dental Medicine

Students should process their complaints or appeals through the appropriate channels. Procedures are delineated in the policies identified above. Students are required to bring their concerns to the designated student affairs officer of their school. The student affairs officer in each school is as follows:

- Gayle Greve Hunt School of Nursing: Associate Dean for Academic Programs
- Graduate School of Biomedical Sciences: Dean
- Paul L. Foster School of Medicine in El Paso: Associate Dean for Student Affairs
- Woody L. Hunt School of Dental Medicine: Associate Dean

The deans of the schools have final authority in resolving disputes related to academic issues, such as grading and promotion, and in non-academic issues involving the school's faculty and staff.

Every effort should be made to resolve complaints against faculty and other school personnel at the school level. If the complaint is about personnel or services at the institutional level, the student is advised to contact the TTUHSC El Paso Office of Student Services and Student Affairs in accordance with the following institutional-level student complaint procedures. These procedures are also published on the Office of Student Services and Student Affairs web page <https://el Paso.ttuhs c.edu/studentservices/grievance.aspx>

G. Other Institutional-Level Student Complaint Procedures

The procedures defined below apply to student complaints that fall outside the scope of other institutional and school-based policies and procedures governing specific types of student complaints, including, for example, student complaints against staff members employed at the institutional level or against TTUHSC El Paso administrators. The TTUHSC El Paso Office of Student Services and Student Affairs will administer this institutional policy and will insure that due process is afforded to all concerned.

1. Early Resolution

Prior to contacting the TTUHSC El Paso Office of Student Services and

Student Affairs, the student shall attempt to resolve the issue with the individual(s) involved. If the student is not satisfied with the outcome after meeting with the individual or does not feel comfortable talking to the administrator or staff member involved, the student may contact the Assistant Vice President for Student Services and Student Affairs. (SSSA). The student shall address the issue and initiate action under this policy within 30 days of the event-giving rise to the complaint.

The Assistant Vice President for Student Services and Student Affairs (SSSA) or designee may counsel the student to discuss the issue with the involved administrator or staff member. If the student does not feel comfortable talking to the person involved, the Assistant Vice President for SSSA for Student Services and Student Affairs or designee will investigate the complaint, attempt to reconcile differences, and propose a solution. The Assistant Vice President for Student Services and Student Affairs or designee will provide a written statement of his or her recommendation to all parties within ten business days following the initial receipt of the student's report of the complaint. All involved parties will then have ten business days to respond. Every effort should be made to resolve the issue without going beyond this level.

(If the complaint is against the Assistant Vice President for SSSA, the student should meet with the Provost and Vice President for Academic Affairs, who will follow the procedures outlined here.)

2. Filing a Hearing Request

a. If the student is not satisfied with the recommendation of the Assistant Vice President Student Services and Student Affairs (SSSA) or designee, he/she may file a request for a hearing by submitting a written complaint to the Assistant Vice President Student Services and Student Affairs. (SSSA). The hearing request must include a specific statement of the student's complaint, an explanation of what remedy the student seeks, and a copy of the Assistant Vice President for Student Services and Student Affairs' or designee recommended resolution.

b. If the student files a request for a hearing, a Student Hearing Committee as defined below must convene within 15 business days.

3. Hearing Procedure

Upon receipt of a written request for a hearing, the Assistant Vice President for Student Services and Student Affairs or designee will appoint a Hearing Committee according to the following procedure:

a. Each party will propose in writing a list of four TTUHSC El Paso faculty,

staff, and/or students to serve on the Hearing Committee. The Assistant Vice President for Student Services and Student Affairs or designee will contact one person from each list in order of the submitting party's preference to determine the person's willingness to serve. Through this process, one person will be selected from each list. The two people selected will then select a third member (a TTUHSC El Paso faculty or staff member) and these individuals will comprise the Hearing Committee. This group will select a chair from among themselves.

b. The Assistant Vice President for Student Services and Student Affairs or designee will provide technical assistance and support to this committee.

c. As soon as the hearing is scheduled, the chair of the Hearing Committee will send a written notice to all involved parties. The notice will specify the time, place, and nature of the hearing, plus a brief description of the complaint. The notice will also confirm the right of all involved parties to present witnesses and evidence and to be accompanied by counsel for advisory purposes only.

d. At least three days prior to the hearing, all parties will provide to the chair of the Hearing Committee and the Assistant Vice President for Student Services and Student Affairs or designee a list of the names of any witnesses or counsel who will attend the hearing. If the student will be [advised represented](#) by counsel, the University may be represented by the Office of General Counsel. The student and the involved individuals(s) shall have access to all information to be considered by the Hearing Committee, including the names of all persons giving evidence.

e. The student and the involved parties shall attend the hearing and be offered an opportunity to state their positions and present testimony and other evidence relevant to the case. The responsibility of establishing the validity of the complaint rests with the student.

f. The Hearing Committee chair shall keep a recording of the hearing, which shall include date, time, and location of the hearing, names of those present, and any evidence introduced (e.g., records, written testimony, duplicated materials). Deliberations will not be recorded.

4. Committee Decision

a. ~~a.~~ After completion of the hearing, the Hearing Committee shall meet in closed session and prepare a written decision. Copies of the Hearing Committee chair's report shall be forwarded to the involved parties within five business days.

5. Appeal

Within ten business days of receipt of the decision of the Hearing Committee, if either party believes that the due process procedures have been violated, an appeal may be made, in writing, to the Provost/Vice President for Academic Affairs. The Provost will review the case and notify all parties of his or her decision within ten business days. If a written appeal is not submitted within ten business days following receipt of the Hearing Committee decision letter, the right to appeal is thereby waived and said decision is final.

The Accused Student or Complainant may only raise, and the Provost shall only consider, the following:

a. Whether a procedural deviation occurred that substantially affected the outcome of the case;

b. Whether there is new information sufficient to alter the Findings or other relevant facts not available or mentioned in the original hearing, because such information and/or facts were not known to the person appealing at the time of the original hearing.

The Provost will review the Findings and Recommendations and, at his or her sole discretion, the record from the Hearing Committee and supporting documents, and transmit his or her decision in writing to the Complainant, the Hearing Committee chair, and the Assistant Vice President. The Provost's decision shall be final.

b. If there is an appeal to decision, it must be made, in writing, within five business days, to the Provost and Vice President for Academic Affairs.

c. The Provost will review the Hearing Committee decision and render a decision within five business days. The decision of the Provost and Vice President for Academic Affairs is final with the exception of d. below.

d. If the Provost and Vice President for Academic Affairs is serving as a mediator in the case, then the President or his designee will review the complaint resolution and render a decision within five business days. The decision of the President is final.

PART V

STUDENT RECORDS

A. General Policy

Policies and procedures concerning student records are based on respect for the privacy of the individual. To minimize the risk of improper disclosure, academic records are maintained separately from disciplinary records. (During the time of disciplinary suspension, the notice is placed in the student's permanent file.) The conditions for access to each are set forth in the Institutional Student Handbook and complies with federal and state statutes and with registered student organization guidelines. The procedures set forth below apply to all persons formerly or currently enrolled at Texas Tech University Health Sciences Center El Paso. See OP 77.13 Student Education Records https://el Paso.ttuhscc.edu/opp/_documents/77/op7713.pdf .

B. Address of Record

Students must maintain an accurate permanent and local physical address with the Office of the Registrar. The address and school issued email account is used for official notifications including, but not limited to, grade reports, billing and notification of official university requirements and other university correspondence. Students should also maintain a current telephone number with the Office of the Registrar.

C. Student Access to Educational Records

All current and former students of the university have the right to access their educational records as provided by law.

Notification of Rights under FERPA for Postsecondary Institutions

The Family Educational Rights and Privacy ACT (FERPA) affords eligible students certain rights with respect to their education records. (An "eligible student" under FERPA is a student who is 18 years of age or older or who attends a postsecondary institution.) These rights include:

1. The right to inspect and review the student's education records within 45 days after the day Texas Tech University Health Sciences Center El Paso receives a request for access.

A student should submit to the Office of the Registrar a written request that identifies the record(s) the student wishes to inspect by completing HSCEP OP 77.13 Attachment B *Student Request To Access His/Her Education Records* https://el Paso.ttuhscc.edu/opp/_documents/77/op7713b.pdf https://el Paso.ttuhscc.edu/opp/_documents/77/op7713b.pdf The school official will

make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the school official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.

Generally, if the Education Record is covered under FERPA, the student may inspect or review the education record at the Office of the Registrar, but does not have the right to receive copies of the education record unless a student is effectively prevented from onsite inspection or review of his/her education record. The student may then have a right to receive copies of the education record at the student's expense after evaluation of the circumstances by the Office of the Registrar. Official copies of academic records or transcripts will not be released for students who have a delinquent or unpaid financial obligation to the University, have a "hold" at the University, or have an unresolved disciplinary action pending at the University, provided that applicable law does not otherwise require disclosure of the records.

2. The right to provide written consent before the university discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

The school discloses education records without a student's prior written consent under the FERPA exception for disclosure to school officials with legitimate educational interests. A school official is a person employed by TTUHSC El Paso in an administrative, supervisory, academic, research, or support staff position (including law enforcement unit personnel and health staff); a person serving on the board of trustees; or a student serving on an official committee, such as a disciplinary or grievance committee. A school official also may include a volunteer or contractor outside of TTUHSC El Paso who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, or collection agent or a student volunteering to assist another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for TTUHSC El Paso.

3. The right to file a complaint with the U.S. Department of Education concerning alleged failures by TTUHSC El Paso to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

5. Personally identifiable information related to academic outcomes such as rank in class, grade point average, academic progress, etc., shall not be released to non-authorized personnel without the written consent of the student.

D. Records Not Accessible to Students

The following are records not accessible to students:

1. Records of instructional, administrative and educational personnel that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
2. Records of the Texas Tech Police Department, subject to the provisions of 34 C.F.R. 99.8;
3. Records relating solely to an employee of TTUHSC El Paso in his/her capacity as an employee that are not available for any other purpose, unless the student is employed as a result of his/her status as a student;
4. Student medical and counseling records created, maintained, and/or used only in connection with providing medical treatment or counseling to the student, that are not disclosed to anyone other than the individuals providing the treatment; and
5. Alumni records or other records that contain information about an individual after he/she is no longer a student at that agency or institution (e.g., information gathered on the accomplishments of alumni).

E. Disclosure of Education Records

FERPA permits the disclosure of PII from students' education records, without consent of the student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the student, §99.32 of FERPA regulations requires the institution to record the disclosure. Eligible students have a right to inspect and review the record of disclosures. A postsecondary institution may disclose PII from the education records without obtaining prior written consent of the student –

- To other school officials, including teachers, within Texas Tech University Health Sciences Center El Paso whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31 (a)(1)(i)(B)(1) – (a)(1)(i)(B)(2) are met. (§99.31 (a)(1))
- To officials of another school where the student seeks or intends to enroll, or
- where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31 (a)(2))
- To authorized representatives of the U. S. Comptroller General, the U.S. Attorney

- General, the U.S. Secretary of Education, or State and local educational authorities, such as a State postsecondary authority that is responsible for supervising the university's State-supported education programs. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal-or-State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31 (a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31 (a) (4)). To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31 (a) (6)).
- To accrediting organizations to carry out their accrediting functions. (§99.31 (a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31 (a)(8))
- To comply with a judicial order or lawfully issued subpoena (§99.31 (a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31 (a)(10))
- Information the school has designated as "directory information" under §99.37. (§99.31 (a)(11))
- To a victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense, subject to the requirements of §99.39. The disclosure may only include the final results of the disciplinary proceeding with respect to that alleged crime or offense, regardless of the finding. (§99.31 (a)(13))
- To the general public, the final results of a disciplinary proceeding, subject to the requirements of §99.39, if the school determines the student is an alleged perpetrator of a crime of violence or non-forcible sex offense and the student has committed a violation of the school's rules or policies with respect to the allegation made against him or her (§99.31 (a) (14)).
- To parents of a student regarding the student's violation of any Federal, State, or local law, or of any rule or policy of the school, governing the use of possession of alcohol or a controlled substance if the school determines the student committed a disciplinary violation and the student is under the age of 21. (§99.31(a)(15))

F. Student's Request to Amend Records

Students have the right to request an amendment of their educational records and information directly relating to them

1. Student who believes that his/her Education Records are inaccurate or

misleading, or that the records violate his/her privacy rights, must first request an informal discussion regarding the questionable item with the Office of the Registrar, who may or may not honor the request.

2. **Written Request to Amend Records:** If the result of the informal discussion with the Office of the Registrar (Records Custodian) is not satisfactory to the student, and the student still wishes to have the record corrected, the student should submit a Student Request to Amend Education Records form HSCEP OP 77.13, Attachment C, Student Request To Amend Education Record, <https://el Paso.ttuhs.edu/opp/documents/77/op7713c.pdf> to the Provost or designee, the Assistant Vice President for SSSA . The request shall clearly identify the part of the record the student believes should be changed, and specify why it should be changed. [Note: The substantive judgment of a faculty member regarding a student's work, expressed in grades or evaluations, is not within the purview of the right to seek amendment of Education Records under this section. This section does not include procedures for challenging individual grades. Grade appeal and grievance procedures are set forth in the individual student handbooks for each School.]

3. **Review:** After receiving the written request from the Student for a change in his/her Education Records, the Assistant Vice President for SSSA for Student Services or designee shall request, and the Office of the Registrar shall provide, a written statement that explains why the request for the change in the Education Record was denied at the informal stage. After reviewing the request by the Student and the response of the [Office of the Registrar](#) (Records Custodian), the Assistant Vice President for SSSA for Student Services or designee will provide written notification to the student whether or not TTUHSC El Paso will implement the change. If not, the Provost or designee will notify the student of the right to a hearing to challenge the information believed by the student to be inaccurate, misleading, or in violation of the student's rights.

4. **Hearing Procedure:** Upon receiving a written request from the student for a hearing, the Assistant Vice President for Student Services or designee shall arrange for a hearing and provide written notice to the student reasonably in advance of the date, time and place of the hearing. The hearing will be conducted according to the following procedures:
 - a. The hearing shall be conducted by a hearing official or committee appointed by the Provost or designee. Such individual(s) must have no direct interest in the outcome of the case and shall decline to serve if a conflict of interest, or an appearance of a conflict of interest, exists with either the student or the Records Custodian.

 - b. At least five (5) days prior to the date scheduled for the hearing, the student and the Records Custodian, shall submit to each other, as well as to the hearing official or committee, any and all pertinent documents and a

list of witnesses and advisors who are to be involved in the hearing process. The student may, at his/her own expense, be assisted or represented by one or more individuals of his/her own choice, including an attorney [for advisory purposes only](#). If the student [is advised by ~~has~~](#) an advisor, the Office of General Counsel shall represent the University. The student and the Records Custodian are each responsible for presenting relevant information. Therefore, the advisors and/or attorneys for the parties are not permitted to speak or participate directly in the hearing.

- c. At the hearing, the student shall have the opportunity to present evidence to support his/her position that the content of the relevant educational record is inaccurate, misleading and/or otherwise in violation of the privacy rights of the student.
- d. Any additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.
- e. Within seven (7) business days after the conclusion of the hearing, the hearing officer or chair of the hearing committee, if applicable, will transmit the decision in writing to the student, the Office of the Registrar, and the Assistant VP for SSSA or designee. The decision must include a summary of the evidence and the reasons for the decision. If, as a result of the hearing, the hearing official or committee determines that the information in the Education Record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, the student will be notified of the right to place a statement in the record contesting the information in the record or stating why the student disagrees with the decision of the agency or institution, or both. Any statement provided by the student shall be maintained with the contested portion of the record for as long as the record is maintained. In the event the contested portion of the record is later requested, the statement shall be disclosed with the record to the extent it pertains to the contested portion.

G. Release of Student Directory Information

The following student information is considered Texas Tech University Health Sciences Center El Paso Directory Information:

1. Student Name
2. Address
3. Previous Institutions Attended
4. Major Field of Study
5. Dates of Attendance
6. Enrollment Status (undergraduate or graduate, full-time or part-time)
7. Classification
8. Degrees Conferred (included degrees from previous institutions)
9. Awards, and Honors Received (including scholarships)

10. Participation in Officially Recognized Activities
11. Postgraduate Training/Clinical sites for R.N., M.D., or Ph.D. graduates and degree candidates

This information will be released by various campus offices periodically, or on request, unless the student stipulates that directory information (as defined above) be withheld. Students may request that directory information be withheld by submitting a completed HSCEP OP 77.13 Attachment A, Student Consent to Release Education Records <https://el Paso.ttuhs c.edu/opp/ documents/77/op7713a.pdf> , or by restricting personal directory information at <https://portal.texastech.edu/web/elp/my-tech> on the MyTech-EI Paso tab. Students should select the Directory Profile link located under Personal Information and uncheck the box next to their name.

H. Destruction of Records

The university constantly reviews the “educational records” it maintains and periodically destroys certain records. The university will not destroy records if prohibited by state or federal law see HSCEP OP 77.11 Permanent Student Record (<https://el Paso.ttuhs c.edu/opp/ documents/77/op7711.pdf>) for designated permanent records. The student’s basic scholastic record is kept and maintained permanently in the Office of the Registrar. Disciplinary records are maintained for at least seven years in the Assistant Vice President for SSSA office. Student disability records are maintained for three years after the last date of enrollment. Record retention follows the TTUHSC EP Records Retention Schedule, see TTUHSC EP OP 10.09 Records Retention for detailed information (). <https://el Paso.ttuhs c.edu/opp/ documents/10/op1009.pdf>).

I. Letters of Recommendation

1. Students may review recommendations used in application for employment or for admission to any educational agency or institution, or information concerning honors awarded, except when the student waives, in writing, the privilege of examination.
2. Under the Family Educational Rights and Privacy Act 1974, as amended, the student does not have access to confidential letters and statements of recommendation which were placed in the educational records before January 1, 1975, if the letters or statements are used for purposes for which they were specifically intended.

J. Medical Records

TTUHSC EI Paso community is guided by 52.02 *Privacy and Security of Health Information* (<https://el Paso.ttuhs c.edu/opp/ documents/52/op5202.pdf>) to ensure compliance with the provision of the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and state laws and regulations for the privacy and security of health information. Medical records of students seen by a TTUHSC EI Paso faculty member at Texas Tech Physicians are completely confidential and will not be

released to another person or institution without written permission of the student unless otherwise authorized by law. Students needing to request a copy of their medical records should contact the office where they received care. See also HSCEP OP 52.09, Confidential Information <https://el Paso.ttuhscc.edu/opp/ documents/52/op5209.pdf> and OP 52.02, Privacy and Security of Health Care Information <https://el Paso.ttuhscc.edu/opp/ documents/52/op5202.pdf> .

PART VI

REGISTRATION OF STUDENT ORGANIZATIONS

A. Conditions for Registration

1. Student organizations wishing to register with the ~~Texas Tech University Health Sciences Center~~ ~~El Paso TTUHSC El Paso~~ must file an online application with the ~~institutional Student Services and Student Affairs~~ office of Student Affairs and Wellness. The purposes and activities of the organization shall be lawful and not in conflict with regulations published by the Texas Tech University Health Sciences Center El Paso.
2. This application shall ~~contain, be submitted electronically through the Tech Engage student organization management platform and shall contain,~~ but not be limited to, the following information:
 - a. Organization name
 - ~~a.b.~~ A statement of the organization's purposes;
 - ~~c. b.~~ Any present or intended relation the organization may have to any other local, state, or national organization;
 - ~~e. The organization's proposed activities;~~
 - d. A list of the organization's officers; and on-campus advisor(s)
 - e. A copy of the organization's constitution/bylaws;
 - f. A copy of the constitution/bylaws of any related organization if applicable; any; and,
 - g. ~~The signature, title, and campus address of a~~ A completed Advisor Acknowledgement form a full-time member of the faculty or staff indicating ~~his or her~~ their willingness to serve as the advisor to the organization.
 - h. ~~The purposes and activities of the organization shall be lawful and not in conflict with regulations published by TTUHSC El Paso. Completed Risk Management Modules for all listed officers acknowledging their review and acceptance of office and institutional policies.~~

3. Membership in the organization shall be open only to enrolled students of [Texas Tech University Health Sciences Center TTUHSC](#) El Paso without regard to race, religion, sex, handicap, or national origin, ~~except in cases of designated fraternal organizations, which are exempted by federal law from Title IX regulations concerning discrimination on the basis of sex.~~ Faculty and staff may hold adjunct memberships in accordance with the organization's constitution.

4. The organization shall not duplicate the purposes and for functions of a previously registered organization unless the need for such duplication is substantiated.

5. All funds allocated to the organization from TTUHSC El Paso controlled sources must be maintained in a TTUHSC El Paso account.

6. The organization shall show promise of effectively meeting its stated objectives, be free from control by any other organization, and be lawful and peaceful in its activities.

7. The organization shall not use the name of the Texas Tech University Health Sciences Center El Paso, logotype, or symbols of TTUHSC El Paso as part of its name in its publications. In addition, the organization shall not advertise or promote events or activities in a manner, which suggests sponsorship by TTUHSC El Paso. The organization is permitted to use the word "TTUHSC El Paso Chapter" as part of its name or to use the complete statement "a registered student organization at TTUHSC El Paso." Requests to use logos or symbols protected by TTUHSC El Paso, Texas Tech University or the Texas Tech University System shall be submitted to Office of Institutional Advancement.

Registration of an organization results from compliance with these regulations; it does not imply TTUHSC El Paso approval of the organization or its activities. The organization shall agree to adhere to the policies, rules, and regulations of TTUHSC El Paso.

B. Faculty or Staff Advisor

Each registered organization shall have a TTUHSC El Paso full-time faculty or staff advisor to be available to the officers and members for consultation about the organization's affairs, to attend organization meetings and functions as often as possible, to certify the expenditures of the organization, to offer suggestions regarding the operations of the organization, and to oversee adherence to TTUHSC El Paso regulations and the organization's constitution and bylaws.

[Advisors are limited to advising two registered student organizations at any given time.](#)

C. Conditions for Maintaining Registration

1. In order to maintain its registration, a student organization shall comply with the following requirements:

a. The organization shall ~~file a list of its current officers and advisor within one (1) month of the first day of classes of the fall semester each year~~ submit an electronic re-registration form through Tech Engage each academic year. The current president of the organization or ~~his or her~~ designated representative shall file a notification of subsequent changes when they occur and keep rosters up-to-date in the Tech Engage system.

b. The organization shall submit to the TTUHSC El Paso Office of Student ~~Services and Student Affairs (SSSA)~~ Affairs and Wellness for approval, all changes in documents on file in that office relating to the organization, such as revisions in its constitution, changes in its statement of purpose, changes in procedures for handling organization funds, or changes in membership requirements through Tech Engage.

c. The organization shall maintain its funds in accordance with Section A of this part and be in good standing with the Texas Tech University Health Sciences Center El Paso.

d. The organization shall demonstrate by its activities that it is conducting business to achieve its purpose as stated on the application.

e. The organization shall conduct its affairs in a lawful manner, in accordance with the constitution and bylaws it has on file, and in accordance with applicable Texas Tech University Health Sciences Center El Paso regulations and state statutes.

f. The organization shall be responsible for the observance of all applicable TTUHSC El Paso regulations by off-campus individuals or organizations whose appearance on campus is sponsored by the organization.

g. The ~~Office of TTUHSC El Paso Student Services and Student Affairs~~ – TTUHSC El Paso Office of Student Services and Student Affairs (SSSA) may withdraw the registration of an organization for non-compliance with University policies and procedures.

D. Denial of Registration

1. No student organization will be officially registered with the Texas Tech University Health Sciences Center El Paso if the Office of ~~Student Services and Student Affairs~~ Student Affairs and Wellness determines that the organization's actions or activities are detrimental to the educational purposes of the University or not in accordance to the Student Handbook.
2. If registration is denied, the designated president and advisor of the applying organization shall be notified of the decision ~~by the Office of Student~~

[Services and Student Affairs in writing through Tech Engage.](#) –The applying organization may appeal in writing to the Assistant Vice President for Student Services and Student Affairs within five (5) business days from the date of the denial letter. The decision of the Assistant Vice President for Student Services and Student Affairs (SSSA) is final.

PART VII

USE OF UNIVERSITY SPACE, FACILITIES AND AMPLIFICATION EQUIPMENT

1. Space and Facilities

a. Expressive Activities

i. TTUHSC El Paso recognizes freedom of speech and expression as a fundamental right and seeks to ensure free, robust, and uninhibited debate and deliberation by students enrolled at TTUHSC El Paso as well as other persons.

ii. Expressive activities on the TTUHSC El Paso campus are governed by Texas Tech University System Regulation 07.04, which can be found at

www.texastech.edu/offices/cfo/system-regulation-07.04-freedom-of-expression.pdf

iii. In the event of any conflict between this Section VII(1)(a) and any other provision of this Handbook, the provisions of this Section shall control.

b. All Other Uses of TTUHSC Space and Facilities

i. The provisions of this Section VII(1)(b) shall apply to all uses of TTUHSC El Paso facilities for purposes other than expressive activities conducted in outdoor common areas.

4.

ii.a ____. The space and facilities of the University are intended primarily for the support of the instructional program of the institution. See HSCEP OP 61.23, Classroom Scheduling <https://elpaso.ttuhsu.edu/opp/documents/61/op6123.pdf>. ~~Secondary priority will be given to non-credit bearing activities and programs sponsored and conducted by TTUHSC El Paso academic and administrative departments, organizations affiliated with those departments, and registered student organizations (i.e., faculty development, academic departments, graduate medical education, student government association, continuing medical education, etc.). Third priority is given for activities intended to serve or benefit the TTUHSC El Paso community. Fourth priority~~

~~shall be given to scheduling classrooms that are allowable under Texas Higher Education Board (THECB) regulations and align with the TTUHSC El Paso mission.~~

~~iii.b. Permission to use campus space facilities may be granted only by the offices designated by HSCEP OP 61.07, *Use of TTUHSC El Paso Premises and Amplification Equipment*, <https://elpaso.ttuhs.edu/opp/documents/61/op6107.pdf>. A department, student or registered student organization may not reserve space or facilities on campus and permit it to be used by a non-registered organization or off-campus group or person.~~

~~c. TTUHSC El Paso reserves the right to move the location of any assembly should it appear that the activity might interfere with the normal operations of TTUHSC El Paso or interfere with the rights of others. The use of buildings, grounds or TTUHSC El Paso property must conform to these regulations and to local, state and federal law.~~

~~d. Although TTUHSC El Paso is generally an open campus for purposes of student, faculty and staff free expression activities, students, faculty and staff are encouraged, and person and groups not affiliated with TTUHSC El Paso are required, to use the Forum Areas of the campus for free expressions activities. Forum Areas for each campus are set forth in HSCEP OP 61.07, *Use of TTUHSC El Paso Premises and Amplification Equipment*,~~

~~e. With the exception of free expression activities mentioned above, reservations for non-credit activities must be made for the use of TTUHSC El Paso premises and must be in accordance with HSCEP OP 61.07, *Use of TTUHSC El Paso Premises and Amplification Equipment*, <https://elpaso.ttuhs.edu/opp/documents/61/op6107.pdf>. The term "TTUHSC El Paso premises" includes all land, buildings, facilities and other property in the possession of or owned, used or controlled by TTUHSC El Paso (including adjacent streets and sidewalks). For activities other than those covered by OP 61.23, Classroom Scheduling, please refer to OP 75.32 <https://elpaso.ttuhs.edu/opp/documents/75/op7532.pdf>; Internal Event—Facility Use Policy and the Facility Use Form <http://elpaso.ttuhs.edu/safety/documents/Event%20Facility%20Form.pdf>.~~

PART VIII

SOLICITATIONS, ADVERTISEMENTS AND PRINTED MATERIALS

Solicitation and sales and services on University premises or in University-owned or University- controlled buildings are prohibited without prior written approval from the Office of Student Services and Student Affairs [\(SSSA\)](#). This includes financial planners, mortgage vendors and other financial services. The distribution of advertising leaflets or handbills or the use of sound trucks and equipment to promote sales on University premises is also prohibited without prior approval from the Office of Student Services [and Student Affairs](#).

PART IX

STUDENT TRAVEL POLICY

A. HSCEP OP 77.08, Student Travel Policy

HSCEP OP 77.08 https://el Paso.ttuhs c.edu/opp/_documents/77/op7708.pdf regulates any travel undertaken by one or more students presently enrolled at TTUHSC El Paso to an activity or event that is located more than 25 miles from the campus of TTUHSC El Paso. This Operating Policy (OP) applies to any event or activity which is organized, sponsored and/or funded by TTUHSC El Paso, is undertaken using a vehicle owned or leased by the university or is a required event or activity by a student organization registered at TTUHSC El Paso.

Each student who travels by any form of transportation to participate in a University-related activity, including but not limited to academically-related field trips, courses, competitions, or contests, or non-academic activities, must, prior to such activities, execute a copy of the [Travel Release and Indemnification Agreement](#) and the [Authorization for Emergency Medical Treatment](#).

Please refer to the TTUHSC El Paso Travel Office and the Office of Global Health for information regarding travel abroad.

PART X

MISCELLANEOUS POLICIES

A. Policies and procedures for certain items, including, but not limited to, academic advisement, academic review, appeals, attendance in academic courses, auditing courses, clinical attire, grades, promotions/dismissal, grievance procedures and student employment may be referenced in the various Schools' student handbooks and/or catalogs.

1. Absences

Please refer to the individual School's catalogs and/or handbooks for more specific details relating to your program.

2. Academic Requirements

Academic requirements vary with each TTUHSC El Paso School and particular degree program in which the student is enrolled. Students should consult with their respective School's academic/program advisor and/or School's catalog and/or handbook for specific details.

3. Academic and Personal Support

Academic support services are available to all TTUHSC El Paso students through the Office of Academic Support <https://elpaso.ttuhs.edu/gsbs/student-handbook/academic-support.aspx>. The Academic Support web-site provides information about workshops and resources to support student success.

Personal counseling services are available to all TTUHSC El Paso students; providers are listed at <https://elpaso.ttuhs.edu/gsbs/student-handbook/academic-support.aspx> 1800.1800. For emergency, please call Emergence Health Network at (915) 779-1800.

4. Admissions and Applicants

The educational policies of the TTUHSC El Paso are founded upon the regulations of the Board of Regents of the Texas Tech University System. TTUHSC El Paso is a health related institution that offers upper-level undergraduate, graduate professional academic programs. The application and admissions policies for TTUHSC El Paso are outlined in the individual Schools' catalogs and/or handbooks.

Most programs at TTUHSC El Paso have a deadline for the receipt of applications and supporting documents. These deadlines vary by program and application year. Applicants are advised to contact the program to which they are

seeking admission for specific deadline dates.

5. Adding and Dropping Courses

See the Office of the Registrar web-page for all related academic policies, <https://www.elpaso.ttuhs.edu/opp/ documents/77/op7719.pdf>

Also, consult the academic catalog and/or handbook for school policies. Students should make an appointment with his/her advisor to complete appropriate documentation. Students dropping a course to the point of zero hours of enrollment are considered to be withdrawing from the institution.

6. Affiliation

The Student Government Association is the official organization representing students. Students may identify with off-campus programs and activities as individuals, but not as representatives of the student body.

7. Alcohol and Illegal Drugs

See OP 10.03 at <https://elpaso.ttuhs.edu/opp/ documents/10/op1003.pdf>

8. Attendance

The faculty member responsible for the course determines attendance requirements for each course. A student who fails to attend any class for any reason is responsible for the material presented in class, assignments, examinations, announcements, etc. to the same extent as though the student had attended the class. Please refer to the individual School's catalogs and/or handbooks for more specific details relating to your program.

98. Student Drug Screenings, see HSCEP OP 77.15, <https://elpaso.ttuhs.edu/opp/ documents/77/op7715.pdf>

109. Credit by Exam

See OP 77.07, Credit by Examination, <https://elpaso.ttuhs.edu/opp/ documents/77/op7707.pdf>

101. Death of a Student

The Office of Student Services and Affairs is the Office of the President's liaison regarding the notification of any student deaths. Schools must notify the Assistant Vice President for SSSA for Student Services and Student immediately in the event of any student death.

124. Students with Disabilities (~~Students~~)

HSCEP OP 77.14, Establishing Reasonable Accommodations for Students with Disabilities, <https://el Paso.ttuhs.edu/opp/ documents/77/op7714.pdf> provides policy related to the American with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and state and local requirements regarding students with disabilities. Under these laws, no otherwise qualified individual with a disability shall be denied access to or participation in services, programs, and activities of TTUHSC El Paso solely based on the disability. Students with questions about disability services, documentation, and accommodations should review the Student Disability Resource Manual at: <https://el Paso.ttuhs.edu/student services/office-of-academic-and-disability-support-services/ documents/Resource-Manual-for-Students-with-Disabilities.pdf>

Any student seeking accommodations on the basis of disability must register with the Office of Academic and Disability Support ~~Services~~ in Student Services and Student Affairs. The process to request accommodations includes an application for services, appropriate documentation of the disability, and an intake interview.

Students with grievances related to discrimination on the basis of a disability should review this Institutional Student Handbook, Appendix ~~A-A~~ on Anti-Discrimination policies and procedures.

132. Discrimination/Equal Opportunity

No person shall be excluded from participation in, denied the benefits of, or be subject to discrimination under any program or activity sponsored by TTUHSC El Paso on any basis prohibited by applicable law, including but not limited to, race, color, national origin, religion, sex, veteran status or disability. Grievances related to discrimination on the basis of race, religion, national origin or age should be pursued through regular administrative channels. Academic problems are to be handled in the academic administrative structure culminating in review by the individual School's Dean. Non-academic matters are handled by the Office of Student Services and Student Affairs. For more information, visit <https://el Paso.ttuhs.edu/opp/ documents/51/op5101.pdf>, Equal Employment Opportunity Policy and Affirmative Action Plan

143. Emergency - Student Emergency Contact Information

Students must keep their Emergency Contact Information current. To do so, visit El Paso <https://portal.texastech.edu/web/elp/my.tech> and sign in. Select the "MyTech-El Paso (for Students)" tab and look in the "Personal Information" box. Click "Update Emergency Contacts" and fill in your information.

154. Employment Grievance

A student wishing to pursue a grievance concerning employment with the University and

who has not found satisfaction or resolution with his or her immediate supervisor or the person in charge of that department may contact the Office of Equal Employment Opportunity in accordance with the grievance procedures outlined in the TTUHSC El Paso OP 70.10, Non-faculty Employee Complaint and Grievance Procedures, https://el Paso.ttuhs c.edu/opp/_documents/70/op7010.pdf , https://el Paso.ttuhs c.edu/opp/_documents/70/op7010.pdf. The procedures manual may be reviewed in the Office of Equal Employment Opportunity.

165. Exams – Bring Your Own Device Policy, HSCEP OP 56.06
https://el Paso.ttuhs c.edu/opp/_documents/56/op5606.pdf

Please refer to the individual School’s catalogs, handbooks, and web-pages for more specific exam details relating to your program. Any student seeking exam accommodations on the basis of disability must register as a disabled student with the Office of Academic and Disability Support in the Office of Student Services and Student Affairs and must provide all required documentation of disability. Appropriate and reasonable accommodations, if any, will be determined by the Office of Academic and Disability Support in Student Services and Student Affairs.

176. Financial Policies

Students must meet all financial responsibilities due to the University. The writing of checks on accounts with insufficient funds, issuance of stop pays, disputed credit card chargebacks, or the non-payment or delinquent payment of outstanding loans, and failure to meet any other financial obligations to the University, (including failure to return Title IV funds), are considered a lack of financial responsibility. Financial irresponsibility may subject the student to additional fees, fines, suspension of check writing privileges, denial of registration, withholding of grades and transcripts and possible adjudication under the Code of Professional and Academic Conduct. A student who fails to make full payment of tuition and mandatory fees, including any incidental fees, by the due date, may be prohibited from registering for classes until full payment is made. Generally, failure to meet financial obligations to the University may result in:

- a. Cancellations of the student’s registration if tuition and registration fees are not paid by the ~~12th class day and~~ 20th class day (~~4th class day and~~ 15th class day in summer), or if a returned check given in payment of tuition and fees is not redeemed by that time;
- ~~b.c.~~ Loss of University check writing privileges and possible criminal prosecution for writing insufficient fund checks and for failure to pick up a returned check;
- c. A hold placed on a student’s academic records preventing future registration (before registering or requesting a transcript, students may check on the presence of holds by accessing their records at

<https://portal.texastech.edu> under the MyTech – El Paso tab).

- d. Reporting of financial problems to a credit agency or a collection agent. For more information, please visit the Student Business Services website at <http://el Paso.ttuhs c.edu/fiscal/businessaffairs/studentbusserv/> .

187. Grades/Grading

- a. See OP 77.19, Grading Procedures and Academic Regulations, <https://www.elpaso.ttuhs c.edu/opp/ documents/77/op7719.pdf>
- b. The instructor assigned to a course has the responsibility for determining a grade and for judging the quality of academic performance.
- c. The processing of formal appeal procedures is the responsibility of the School which administers the course. A copy of the grade appeal procedures may be found in the individual Schools' catalogs and/or handbooks. A grade can be formally appealed only when there is demonstrable evidence that prejudice, arbitrary or capricious action on the part of the instructor has influenced the grade. The burden of proof that such an unfair influence has affected a grade rests with the student who appeals the grade. Only final course grades may be formally appealed to the responsible academic dean. Earlier grades and other academic grievances may be discussed with the instructor involved and with the chair of the department or division involved.

198. Graduation Procedures

- a. Degree requirements are published in the individual School's catalogs.
- b. Prior to graduation, all candidates for TTUHSC El Paso degrees are required to:
- i. Complete all graduation requirements set forth by the applicable School;
 - ii. Complete and return to the Office of Student Services the University's *Intent to Graduate* form in the semester before anticipated graduation (the student's "diploma name" as requested in the *Intent to Graduate* form is printed on her/his diploma, and information provided by the student is used in commencement programs – note if student has requested that directory information is confidential – specific request to release information for commencement bulletin must be confirmed via the Graduation application process.);
 - iii. —Be registered in the semester the certificate or degree is to be conferred unless the student is granted an exception by the dean of their school;
 - iv. Pay the graduation application fee of \$75 at the time of submission of Intent to Graduate form which is typically assessed at the time of registration;

- v. Attend an Exit Interview session scheduled by the Student Financial Aid Office for students who have received financial assistance, which must be repaid after graduation.

2019-Student Health Services and Health Insurance Information

- a. The Texas Tech Physicians at Hague provides health services to TTUHSC El Paso students who are currently enrolled and have paid the Medical Services Fee as part of tuition and fees. To receive health services, you must present a Student I.D. card and co-payment at the time of the appointment. Students may contact their insurance provider to determine if they qualify for co-payment reimbursement.

The Medical Services Fee covers only those services provided by the Texas Tech Physicians at Hague Clinic—and specific laboratory and radiology service performed at cooperating locations. All other charges incurred are the student’s responsibility.

- b. Clinic Procedures

Please call to make an appointment. at (915) 215-5810. If you need to be seen for a sudden illness, please call that day as early as possible. If you need to be seen after hours, call the office at Hague and ask to leave a message for the on-call physician. When you check in, please inform the receptionist that you are a TTUHSC El Paso student. If you come to the office without an appointment, it may be necessary for you to wait for a physician. Immunizations, paperwork, and routine procedures are not ordinarily considered urgent care, and may not be taken care of on the same day as requested. If you have a health emergency that requires you to be seen at a hospital emergency room, go to the hospital listed as a provider on your insurance. *Visits to an emergency room that generate a charge from either TTUHSC El Paso or the hospital are your responsibility.*

- ~~c. e.~~ If the student receives a bill from the Texas Tech Physicians at Hague for services covered by the medical service fees, please contact the Office of Student Services and Student Affairs.

21. Student Health Insurance

- ~~a.~~ Students are expected to have hospitalization insurance coverage for each semester ~~enrolled.~~ enrolled throughout the duration of their academic program. Students are required to provide should be prepared to provide proof of coverage at the time of registration orientation, and/or clinical rotations. Information on how to submit proof of coverage will be sent to each enrolled student.-

- ~~b.~~ TTUHSC El Paso will make available information on student health

~~insurance providers for all registered students in the University. The Texas Tech University System (TTUS) works with Academic Health Plans (AHP) to offer and administer health insurance coverage options to all students. Students may have the option to investigate alternative other insurance plans. Insurance information can be found in Health and Safety Resources on the Office of Student Services and Student Affairs web-page at <https://el Paso.TTUHSC-El Paso.edu/el Paso/student services/> on the Office of Student Services and Student Affairs web-page at <https://el Paso.TTUHSC-El Paso.edu/el Paso/student services/>~~

220. Immunizations - Required

NOTE: See COVID-19 Screening Processes for return to school – As of April 2020, regular communications are provided to students and employees at <https://ttuhsc.edu/coronavirus/students-and-employees/default.aspx> . Please consult this site for regular updates for the 2020-2021 academic year. Additional updates will be provided by each School regarding classroom and clinical requirements.

In order to protect the health of our students and the health of the patients with whom they come in contact, TTUHSC El Paso requires all entering students to provide documentation of all immunizations as required by their respective schools. Immunization requirements are stipulated by each School and students should consult their School catalogs and handbooks.

<https://el Paso.ttuhscei Paso.edu/opp/ documents/EP-7/ep-7-01.pdf>

For GGHSON Student Handbook, see <https://el Paso.ttuhscei Paso.edu/son/handbooks-and-catalogs/ documents/GGHSON-Student-Catalog-2019-2020.pdf>

For GSBS Student Handbook, see <https://el Paso.ttuhscei Paso.edu/gsbs/student-handbook/ documents/GSBS-Student-Handbook-2019-2020.pdf>

For PLFSOM Student Handbook, see <https://el Paso.ttuhscei Paso.edu/som/studentaffairs/student-handbook/section-one/immunization.aspx>

~~based on regulations, guidelines and recommendations available as of October, 2012 from the Texas Administrative Code (TAC), Texas Department of State Health Services (DSHS), the U.S. Centers for Disease Control and Prevention (CDC), and the U.S. Advisory Committee for Immunization Practices (ACIP).~~

The meningitis requirement must be sent in immediately and all other requirements must be met prior to orientation.

I. Tuberculosis Surveillance

~~Tuberculosis surveillance for Covered Individuals is based on current U. S.~~

Department of Health and Human Services, Centers for Disease Control and Prevention (CDC) Recommendations and Reports (December 30, 2005, 54 (#RR-17):1-147), Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings.

II. Immunizations

Immunization requirements are based on regulations, guidelines and recommendations available as of October, 2009 from the Texas Administrative Code (TAC), Texas Department of State Health Services (DSHS), the U.S. Centers for Disease Control and Prevention (CDC), and the U.S. Advisory Committee for Immunization Practices (ACIP).

III. Exposure Management

Institutional management of exposure to: (1) blood-borne pathogens, (2) body fluids and, (3) other miscellaneous exposures is based on regulations, guidelines and recommendations available as of October, 2009 from the Texas Administrative Code (TAC), Texas Department of State Health Services (DSHS), the U.S. Centers for Disease Control and Prevention (CDC)."

Bacterial Meningitis

a. *General.* Meningococcal disease is a potentially life-threatening infection caused by the bacterium *Neisseria meningitides*. Bacterial meningitis is an inflammation of the membranes that surround the brain and spinal cord. This disease affects approximately 3000 Americans each year, including 100-125 people on college campuses, leading to 5-15 deaths per year among college students.

b. *Risks and Exposures.* The organism is spread from person to person through the exchange of respiratory and throat secretions such as coughing and kissing. Sharing cigarettes, water bottles, eating utensils and food, may increase your exposure. Resident Hall-style living may also play a role as crowded environments facilitate the spread of the infection.

c. *Symptoms and Diagnosis.* Early diagnosis is important. Your healthcare provider may use a combination of clinical symptoms and laboratory tests to diagnose the disease. Seek medical attention immediately if one or more of these symptoms appear:

- i. High fever
- ii. Severe Headaches
- iii. Vomiting
- iv. Light sensitivity
- v. Stiff neck
- vi. Nausea

- vii. Lethargy
- viii. Seizures
- ix. Confusion and sleepiness
- x. Rash or purple patches on skin

d. ~~Possible Treatment and Consequences If NOT Treated.~~ Antibiotic treatment may be effective if exposure and disease is detected early. Possible consequences of the disease, include, but are not limited to:

- i. Permanent brain damage
- ii. Kidney failure
- iii. Learning disability
- iv. Gangrene
- v. Coma
- vi. Convulsions
- vii. Hearing loss
- viii. Blindness
- ix. Limb damage that may require amputation
- x. Death

e. ~~Prevention.~~ Vaccinations may be effective against 4 of the 5 most common bacterial types that cause 70% of the disease in the United States. Vaccinations typically take 7-10 days to become effective, with protection lasting 3-5 years. The vaccination is generally safe—most common side effects may include redness and minor pain at the injection site for up to two days.

f. ~~Information.~~ If you have more questions, contact:

- i. Your healthcare provider
- ii. Your local or regional Texas Department of Health
- iii. Texas Tech Physicians at Hague 915-215-5810
- iv. TTUHSC El Paso Office of Occupational Health 915-215-4429.
- v. Visit these web sites for more information—
www.cdc.gov/ncidod/dbmd/diseaseinfo or www.acha.org. Exclusions for Immunization Requirements in Texas Institutions of Higher Education

Medical and Religious Exemptions 2010-2011 Texas Vaccine Exemption Information

State of Texas law grants and acknowledges the right of parents to exempt their children from vaccination requirements for day care, school, and college for reasons of conscience including a religious belief or for medical reasons. In 2003, the Texas legislature passed changes to the statutes expanding the reasons a parent can claim

~~an exemption but the Health Department has questionably also increased the bureaucratic red tape necessary for claiming the exemption. There are specific procedures for requesting an official state form and submitting it to the school or for completing a medical exemption that all take some time so please do not wait until the last minute to get your papers in order.~~

~~For everyone claiming an exemption for the first time after 9/1/03, you must comply with the new law. If you've submitted an old religious exemption prior to 9/1/03, you are grandfathered under the old law (see notes below) and do not need a new form. The vaccine exemption forms for reasons of conscience including a religious belief are only for students claiming a vaccine exemption for the first time after 9/1/03 when the new law went into effect. If you need to request forms from the state health department, you can do it by fax, mail, personal visit, or through an online submission form. If you send your request by mail, we suggest sending it registered mail with a receipt so you can keep track of your request. If you send it by fax, set your fax machine to print out a delivery receipt. We would like to keep track of the Health Department's processing time.~~

~~According to the Texas Dept. of State Health Services: Online requests must be made through the web submission form posted at <http://webds.dshs.state.tx.us/immeo/affidavit.shtm>.~~

243. Inter-Professional Education

Depending upon the school affiliation, TTUHSC El Paso students may be required to complete a non-credit, online course in inter-professional education. Implementation of this requirement will vary across schools and degree programs. Students should consult their academic/program advisor and/or school catalog and/or handbook for additional information.

224. Registration

See the Office of the Registrar web-page for official information related to registration: <https://el Paso.ttuhs.edu/student services/registrar/> .

235. Religious Holy Days

See OP 77.12, Religious Holy Day Observance and Need for Student Absence, <https://el Paso.ttuhs.edu/opp/ documents/77/op7712.pdf> .

264. State Residency Classification

Residency is established at the time of application to TTUHSC El Paso. Some students may be eligible for Border County waivers; see OP 77.18, *Border County Waiver*, <https://el Paso.ttuhs.edu/opp/ documents/77/op7718.pdf> .

Students are responsible for registering under the proper residence classification and for providing documentation as required by the institution. If there is any question about the right to classification as a resident of Texas, it is the student's obligation, prior to the time of enrollment, to ask for an official determination by the Office of the Registrar. Non-residents who live in Texas taking only online courses are charged non-resident tuition and fees. An applicant whose classification as a resident of the State of Texas is not clearly established should request a Residency Questionnaire from the Office of the Registrar. [The Oath of Residency information can be found at https://el Paso.ttuhs c.edu/student services/registrar/policies-and-procedures.aspx](https://el Paso.ttuhs c.edu/student services/registrar/policies-and-procedures.aspx)

275. Student Government Association

The Student Government Association (SGA) promotes, directs and coordinates student activities at Texas Tech University Health Sciences Center El Paso (TTUHSC El Paso). The executive council and senators are elected from each of the three schools and act to voice student concerns to the TTUHSC El Paso Faculty and Staff and encourage interdisciplinary communication and participation among the individual schools that compose TTUHSC El Paso. The office of Student Services and Student Affairs ([SSSA](#)) provides administrative support for SGA. See the SGA web-page at <https://el Paso.ttuhs c.edu/student services/sga/>.

286. Student Publications

See OP 77.03, Official Student Publications, https://el Paso.ttuhs c.edu/opp/_documents/77/op7703.pdf https://el Paso.ttuhs c.edu/opp/_documents/77/op7703.pdf

297. Tuition and Fees Payment

See the Student Business Services web-page at <https://el Paso.ttuhs c.edu/fiscal/businessaffairs/studentbusserv/default.aspx>

- a. Texas Education Code, Section 54.007, provides that state-supported institutions of higher education shall provide students with the election to pay tuition and fees during the fall, spring, or long (10 weeks or longer) summer semesters in installments. TTUHSC El Paso offers the following payment alternatives:
 - i. Full payment of tuition and fees in advance of the beginning of the semester; or
 - ii. One-half payment of tuition and fees in advance of the beginning of the semester and separate one-fourth payments prior to the sixth and eleventh class weeks, respectively.
- b. TTUHSC El Paso shall develop procedures that will provide that students may elect to pay tuition and fees using the payment alternative.

- c. TTUHSC El Paso is authorized to establish payment due dates in advance of the beginning of a semester and prior to the sixth and eleventh class weeks respectively so that required payments have been received and student records have been appropriately updated on the dates required by law.
- d. If a student elects to pay tuition and fees using the payment alternative, he or she shall be assessed an installment option fee in addition to the required payment of tuition and fees. The fee developed and recommended for approval shall reflect all costs incurred in operating and handling payments under the installment alternative. The Board of Regents has delegated to the President of Texas Tech University Health Sciences Center El Paso, the authority to approve all discretionary, incidental fees.
- e. If a student who has elected to pay tuition by installment fails to pay in full all amounts of tuition, other registration fees, installment option fee, late payment fees, and other authorized fees by the end of the business day of the last day of the semester, then he or she will be dropped from School for failure to pay.
- f. TTUHSC El Paso shall develop procedures so that students are notified of the requirements, provisions, and penalties of the installment payment options.
- g. Approval of Student Fees: The Board of Regents shall approve the assessment and collection of fees from Texas Tech University Health Sciences Center El Paso (TTUHSC El Paso). The amounts to be collected are presented in a Global Fee Document to the Board of Regents for approval.

3028. Tuition and Fees Refund Policies

See the Student Business Services web-page [under Student Resources/Financial Information.](#)

<https://elpaso.ttuhscc.edu/fiscal/businessaffairs/studentbusserv/default.aspx>

Detailed information about the impact of decreasing course load on:

- Institutional Refund Policy - All students who withdraw from TTUHSC El Paso or drop all courses during a term
- Additional considerations for students who received financial aid and withdraw from TTUHSC El Paso or drop all courses during a term

Institutional Refund Policy:

Texas Education Code, Section 54.006, provides the amount of tuition and fees to be refunded to students who drop courses or withdraw from the institution. Class day count is based on the official institution academic calendar for the school, not

the specific course dates.

Students who drop a course, but remain enrolled at the institution will be refunded at the following rate:

Term	Class Day	Percent of Refund of Charges
Summer - More than 5 weeks but less than 10 weeks in duration	1st class day through 4th class day	100%
	After the 4th day of class	None
Fall, Spring or Summer - Duration of 10 weeks or longer	1st class day through 12th class day	100%
	After the 12th day of class	None

Students who withdraw from the institution (zero semester credit hours) are required to pay tuition and fees according to the following schedule based on their official withdrawal date:

Term	Class Day	Percent of Refund of Charges
Summer - More than 5 weeks but less than 10 weeks in duration	Before the 1st class day	100%
	1st, 2nd, or 3rd class day	80%
	4th, 5th, or 6th class day	50%
	7th class day of later	None
Fall, Spring or Summer - duration of 10 weeks or longer	Before the 1st class day	100%
	1st five class days	80%
	2nd five class days	70%
	3rd five class days	50%
	4th five class days	25%
	21st class day and after	None

Students who withdraw from TTUHSC El Paso or drop all courses during a term that receive(d) financial aid, be aware of the refund policies and to understand the impact they will have on the aid released and the continued financial aid eligibility. Current refund policies for students who withdraw or drop all courses during a term are determined by the Higher Education Title IV refund regulations.

Any refund due to a student will be after calculation of the amount of tuition and fees due at the time of withdrawal. If the student has paid less than the amount due at the time of withdrawal, the student will be required to pay the percentage due.

Federal Refund and Repayment calculations must be performed for students who receive Title IV (Pell, FSEOG, Perkins and/or Stafford Loans) funds and officially withdraw from all courses, drop out of all courses, are expelled, take an unapproved leave of absence, or fail to return from an approved leave of absence prior to the 60% date of the term. All “unearned aid” must be returned to the federal aid programs as determined by the Federal Refund and Repayment calculations. Failure to return Title IV funds constitutes a failure to meet a financial responsibility due to the University which is subject to any of the actions stated in the Tuition and Fees Payment section above.

- a. The requirements for Title IV program funds are separate from the university refund policy. As such, you are responsible for unpaid institutional charges remaining after the refund calculation. You are also responsible for charges/balances created by the returning of Title IV program funds that the school was required to return.
- b. If you have questions about your Title IV program funds, you can call the Federal Student Aid Information Center at 1-800-4-FEDAID (1-800-433-3243). TTY users may call 1-800-730-8913. Information is also available on Student Aid on the Web at <https://studentaid.ed.gov/sa/>.

In order to keep all the financial aid issued in each term, students must be enrollment for at least 60% of the term. After this point in the term students have earned 100% of the Title IV funds released for the term. Therefore, it is in your best interest to maintain attendance and complete at least one class each term that you receive federal aid to avoid repayment of funds.

How the calculation works:

1. Number of days attended ÷ Days in semester = % of semester completed
2. Total \$ disbursed X % completed = Earned \$
3. Total \$ disbursed - Earned \$ = \$ to be returned

[An example calculation is available on the Student Business Services web page:](#)

<https://el Paso.ttuhs.edu/fiscal/businessaffairs/studentbusserv/resources/financial-information/default.aspx>

Once it is determined that you owe money back to any of the federal aid programs, you will be ineligible to receive further federal aid at TTUHSC El Paso or any other institution, until this debt is cleared.

Please note, your failure to complete a semester or term could impact your Satisfactory Academic Progress (SAP) and your future eligibility for financial aid. To remain eligible for financial aid, a student must maintain satisfactory academic progress. This consists of three categories: (1) grade point average on hours attempted (qualitative), 2 hours successfully completed (quantitative) based on hours enrolled and (3) time to degree. You must complete your program of study within 150% of the normal time required for the program.

The complete policy is available on the Financial Aid website under Satisfactory Academic

Progress (<https://el Paso.ttuhsc.edu/student services/Financial-Aid/consumer-information-disclosures.aspx>)

~~29. Testing~~

~~—“Bring Your Own Device” Protocol for 2019-2020, please refer to your School policy related to the “bring your own device” protocol. A new operating policy is under development and will be posted in the TTUHSC El Paso Operating Policies and Procedures upon approval.~~

PART XI

CONTACT INFORMATION FOR STUDENT SERVICES [and](#) STUDENT AFFAIRS PERSONNEL

Student Services and Student Services	(915) 215-4370
Registrar	(915) 215-4370
Student Financial Aid	(915) 215-4370
Student Business Services 56805723	(915) 215-
Academic and Disability Support	(915) 215-6018
Student Affairs and Wellness	(915) 215-5378
Deputy Title IX Coordinator for Students	(915) 215- 43705114
Title IX Coordinator for TTUHSC El Paso	(915) 215-5461
Gayle Greve Hunt School of Nursing Student Affairs	(915) 215-6124
Graduate School of Biomedical Sciences	(915) 215-4157
Paul L. Foster School of Medicine Student Affairs	(915) 215- 4817370

Woody L. Hunt School of Dental Medicine

(915) 215-4207

ATTACHMENT A

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO (TTUHSC EI Paso)

Student Organization Incident Form

TTUHSC EI Paso understands that reporting violations against a student organization can be difficult and will provide options for reporting parties to assist with concerns such as retaliation. Upon receipt of this online form, a TTUHSC EI Paso staff member will contact you to discuss options and resources based on your report. While you can report anonymously, the inability to validate the source of the complaint does limit TTUHSC EI Paso's ability to investigate and respond.

Please complete the following:

Your Full Name: _____

Your Phone Number: _____

Your Email Address: _____

Nature of Report: (circle one) Hazing _____ Alcohol Concern _____ Drug

Concern Social Event Concern _____ Financial _____ Other

Date of Incident: _____

Time of Incident: _____

Location of Incident: _____

Name of Involved Individuals/Organization:

Provide detailed information about what misconduct occurred.

If you have any pictures, video, email or other supporting documents of this misconduct please include it with this form and turn it into the Hilda Alarcon at hilda.alarcon@ttuhsc.edu in the TTUHSC El Paso Office of Student Services and Student Affairs.

ATTACHMENT B

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO

Student Conduct Incident Form This form is to be used for an official complaint that involves a person who is or students who are enrolled at TTUHSC El Paso for alleged violations of the Code of Professional and Academic Conduct. The student(s) could be the accused or the complainant. This form is to be submitted to the Executive Associate or Assistant Vice President for SSSA for Student Services and Student Affairs at TTUHSC El Paso. A separate form must be completed for each individual student accused of violations of the Code. Use Attachment C for complaints against a student organization.

{Please note that students' matters related to grades or academic evaluation should follow the guidelines published in the specific School catalogue or handbook}

Please complete the following:

Name of Accused:

Organizational Affiliation: Institutional, School, Department and Program of Accused (*if known*):

List the course name, number, and section (*if applicable*) in which the alleged misconduct occurred:

Please provide a clear and concise explanation of the circumstances of the complaint. Include all relevant information, including, but not limited to, the name of the person(s) who witnessed the incident(s) and where the incident(s) occurred. Use additional pages if necessary. Please attach relevant supporting documents, e.g., copy of assignment, source of plagiarism, etc:

Date of discovery of alleged violation (*please report within 20 business days of discovery*):

Date of alleged violation *(if different from above)*:

Please cite the Professional and Academic Code(s) that the Accused allegedly violated:

I certify that all information provided herein is accurate and complete.

Printed Name

Complainant Date

Complainant's Signature

Complainant's Contact Information: Address, Email, and Phone Number

The following notice is provided in accordance with Texas Government Code § 559.003(a) of the Texas Government Code: (1) with few exceptions, you are entitled on your request to be informed about the information TTUHSC El Paso collects about you; (2) under Sections 552.021 and 552.023 of the Texas Government Code, you are entitled to receive and review the information; and (3) under Section 559.004 of the Texas Government Code, you are entitled to have TTUHSC El Paso correct information that is incorrect in accordance with TTUHSC El Paso policies and procedures.

Please Email Completed Form to Hilda Alarcon at hilda.alarcon@ttuhsc.edu

~~ATTACHMENT B~~

~~TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
EL PASO~~

Sexual Misconduct Incident Form

~~Please fill out the following to the best of your ability, and do not hesitate to contact university administrators if you have questions or if you would like to make a report in person. We are here to help. You can contact us from 8 a.m. – 5 p.m. at (915) 215-4786. You will be contacted within 24 hours of receipt of this report to discuss. If it is after hours and you need immediate assistance, please contact the Texas Tech Police Department at (915) 215-7111.~~

~~Please complete the following:~~

~~Your Full Name: _____~~

~~Your Phone Number: _____ Your Email Address: _____~~

~~Type of Complaint: (circle one) Sexual Assault Sexual Harassment~~

~~Sexual Voyeurism (“peeping tom”) other form of Sexual Misconduct~~

~~Urgency of this Report: I’m reporting an incident — I’m in fear of imminent harm (myself or others)~~

~~Date of Incident: _____ Time of Incident: _____~~

~~Location of Incident: _____~~

~~Name of Involved Individuals: _____~~

~~*In order for TTUHSC El Paso to effectively investigate the incident, we need to know as much about what happened as possible. The information you provide will be kept confidential and shared only with necessary and essential student affairs administrators. During the course of the investigation process, this information may be shared with the alleged perpetrator. However, this will not occur without first consulting the victim as to his or her preferred approach to handling the situation.*~~

~~Describe the incident(s) or event(s), including date, times, locations, and any potential witnesses to the behavior. Please include as much detail as possible.~~

If you are the victim of misconduct, please describe how you would prefer the University to respond to the situation. (You will not be held to this response, it just gives us a starting point).

If you have any pictures, video, email or other supporting documents of this misconduct please include it with this form and turn it into Hilda Alarcon at hilda.alarcon@ttuhsc.edu in the TTUHSC El Paso Office of Student Services and Student Affairs.

ATTACHMENT C

~~TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO (TTUHSC El Paso)~~

~~Student Organization Incident Form~~

~~TTUHSC El Paso understands that reporting violations against a student organization can be difficult and will provide options for reporting parties to assist with concerns such as retaliation. Upon receipt of this online form, a TTUHSC El Paso staff member will contact you to discuss options and resources based on your report. While you can report anonymously, the inability to validate the source of the complaint does limit TTUHSC El Paso's ability to investigate and respond.~~

~~Please complete the following:~~

~~Your Full Name:~~ _____

~~Your Phone Number:~~ _____

~~Your Email Address:~~ _____

~~Nature of Report: (circle one) Hazing _____ Alcohol Concern _____ Drug
Concern Social Event Concern _____ Financial _____ Other~~

~~Date of Incident:~~ _____

~~Time of Incident:~~ _____

~~Location of Incident:~~ _____

~~Name of Involved Individuals/Organization:~~

~~Provide detailed information about what misconduct occurred.~~

~~If you have any pictures, video, email or other supporting documents of this misconduct please include it with this form and turn it into the Hilda Alarcon at hilda.alarcon@ttuhsc.edu in the TTUHSC El Paso Office of Student Services and Student Affairs.~~

APPENDIX A

HARASSMENT, SEXUAL ASSAULT, SEXUAL MISCONDUCT, and TITLE IX POLICY AND COMPLAINT PROCEDURE

See TTUHSC El Paso Operating Policy 51.03 at

<https://el Paso.ttuhs c.edu/opp/ documents/51/op5103.pdf>

See TTUS Regulation 07.06 at

<http://www.texastech.edu/offices/cfo/system-regulation-07.06-sexual-harassment.pdf>

~~ANTI-DISCRIMINATION and SEXUAL MISCONDUCT POLICY and PROCEDURES (Including TITLE IX)~~

~~A. Introduction~~

~~The University is committed to providing and strengthening an educational, working, and living environment where students, faculty, staff, and visitors are free from any form of unlawful discrimination, including sex/gender discrimination. The University is dedicated to fostering and supporting a culture of mutual respect and communication. The University provides a fair and equitable student conduct process utilizing a thorough, neutral, and impartial investigation, from which is generated a prompt resolution.~~

~~For purposes of this Part IV of the Student Handbook, the definitions set forth in Texas Tech University Health Sciences Center Operating Policies and Procedures HSCOP 51.02, Non-Discrimination and Anti-Harassment Policy and Complaint Procedure for Violations of Employment and Other Laws <https://el Paso.ttuhs c.edu/opp/ documents/51/op5102.pdf> and 51.03 (<https://www.ttuhs c.edu/administration/documents/ops/op51/op5103.pdf>) shall apply.~~

1. Non-Discrimination and Anti-Harassment (see HSCEP OP 51.02 for complete policy)

HSCEP OP 51.02 applies to all University students and employees, visitors, applicants for admission to or employment with the University, as well as University affiliates and others conducting business on campus.

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

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

If a student has a complaint of discrimination or harassment by an employee, whether faculty, staff, or student employee, the provisions relating to the complaint process set forth in HSCOP 51.02 shall apply. Students with complaints of discrimination or harassment by an employee should contact the Office of Equal Opportunity and/or submit a completed Complaint of Discrimination or Harassment form to the Office of Equal Opportunity, which is available on the University's Human Resources website at the following link: <http://elpaso.ttuhs.edu/hr/>.

CONTACT	PHON	ADDRESS	EMAIL
Office of Equal Opportunity	806-742-3627	System Administration Building 1508 Knoxville Ave., Suite 208	eeo@ttu.edu

If a student has a complaint of discrimination or harassment by a student or a student organization, such complaints are guided by the Code of Professional and Academic Conduct and procedures set forth in Part II of this Institutional Student Handbook. Students with complaints of discrimination or harassment by a student or student organization should contact the Student Conduct Administrator in the Office of Student Services and Student Affairs and/or utilize the online Incident Report Form available at Appendix B.

CONTACT	PHON	ADDRESS	EMAIL
----------------	-------------	----------------	--------------

Office of Student Services and Student Affairs	915-215-4366	Office of Student Services and Student Affairs (SSSA) Texas Tech University Health	http://elpaso.ttu.edu/studentservices/
--	--------------	--	---

In instances of complaints of sex/gender discrimination only, the complainant may also contact the Title IX Coordinator (see contact information in 2. below)

While Sexual Harassment, Sexual Misconduct, and Sexual Assault may constitute prohibited acts of discrimination, such behavior is prohibited under HSCEP OP 51.03 Sexual Harassment, Sexual Assault, Sexual Misconduct and Title IX Policy and Complaint Procedure.

2. Sexual Harassment, Sexual Assault, Sexual Misconduct and Title IX (see HSCEP OP 51.03 for complete policy) Sexual Harassment, Sexual Assault, Sexual Misconduct and Title IX Policy Overview

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.

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 these bases. Discriminatory behavior is prohibited regardless of the manner in which it is exhibited, whether verbally, in writing, by actions, or electronically displayed or conveyed.

HSCEP OP 51.03 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. HSCEP OP 51.03 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 reoccurrence of any Sexual Misconduct and remedy discriminatory effects on the Reporting Party and others, if appropriate.

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 students.

~~The Title IX Deputy 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 Human Resources.~~

<p>TTUHSC Title IX Coordinator for Employees:</p> <p>Thomas O'Brien Director Human Resources</p>	<p>915- 215- 5461</p>	<p>Texas Tech University Health Sciences Center El Paso 200 N. Concepcion Drive El Paso, Texas</p>	<p>Thomas.O'Brien@ttuhsc.edu</p>
<p>TTUHSC Title IX Deputy Coordinator for Students:</p> <p>Valerie Paton, Ph.D. Assistant Vice President for SSSA, Student Services</p>	<p>915- 215- 5114</p>	<p>Office of Student Services and Student Affairs (SSSA) Texas Tech University Health Sciences Center El Paso 5101 El Paso Drive</p>	<p>Valerie.paton@ttuhs.edu</p>

~~If a student has a complaint of Sexual Misconduct by an employee, whether faculty, staff or student employee, the provisions relating to employees and the complaint process set forth in HSCEP OP 51.02 and 51.03 shall apply. Students with complaints of Sexual Misconduct by an employee should contact the Title IX Coordinator, the Deputy Title IX Coordinator, or Office of Equal Opportunity, and/or utilize the online reporting tool available on the University's website at <http://elpaso.ttuhsc.edu/hr/documents/TTUHSC%2051.03%20complaint%20form.pdf>~~

~~If a student has a complaint of Sexual Misconduct by a student or student organization, the complaint process set forth below in Part IV, Section C (3) of this Student Handbook shall apply.~~

~~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 HSCEP OP 51.03.~~

~~3. —Amnesty~~

~~i. Subject to the exceptions noted below, the University will not take any disciplinary action against a student enrolled at the University who in good faith reports to the University being the victim of, or a witness to, an incident of Sexual Harassment, Sexual Assault, Dating Violence, or Stalking for a violation by the student of this Student Handbook, occurring at or near the time of the incident, regardless of the location at which the incident occurred or the outcome of the University's disciplinary process regarding the incident, if any.~~

~~ii. The University reserves the right to investigate to determine whether a report of an incident of Sexual Harassment, Sexual Assault, Dating Violence, or Stalking was made in good faith. After such investigation, the Title IX Coordinator or his/her designee will make a determination as to whether a student is entitled to amnesty. Once a determination is made regarding amnesty for a student, such determination is final and may not be revoked.~~

~~iii. Notwithstanding the forgoing, amnesty does not apply to a student who reports the student's own commission or assistance in the commission of Sexual Harassment, Sexual Assault, Dating Violence, or Stalking.~~

~~iv. Although students eligible for amnesty may avoid disciplinary action under these amnesty provisions, amnesty does not preclude the University from encouraging students to participate in directives such as counseling or educational opportunities relating to the conduct students were engaged in.~~

~~v. Abuse of these amnesty provisions by a student may result in a violation of this Student Handbook. The amnesty provisions do not impact criminal proceedings or charges, mandatory reporting to state licensing boards, legal actions, or actions required to comply with professional ethic requirements.~~

~~B. Sexual Harassment, Sexual Assault, Sexual Misconduct and Title IX Complaint Process Involving Students or Student Organizations~~

~~These complaint provisions shall apply to Sexual Misconduct that occurs on University premises, at University sponsored activities, or off-campus if it occurred in the context of an educational program or activity of the University or if there is a hostile environment on campus resulting from the off-campus activity. Additionally, these provisions may also be applied to behavior conducted online, via email, or other electronic medium. Students should be aware that online postings such as blogs, web postings, chats, and social networking sites may be in the public sphere, may not be~~

~~private, and could subject a student to complaints of conduct violations. The University does not regularly search for this information but may take action if and when such information is brought to the attention of the University.~~

~~All complaint investigations and procedures are entirely administrative in nature and are not considered legal proceedings. Additionally, mediation will not be used to resolve complaints of Sexual Assault and Interpersonal Violence.~~

~~Each student shall be responsible for his/her conduct from the time of the application for admission through the actual awarding of a degree, even though conduct may occur before classes begin or after classes end, as well as during the academic year and during periods between terms of actual enrollment. As such, these provisions of this Student Handbook shall apply to persons who withdraw after an alleged violation, who are not officially enrolled for a particular term but who have a continuing relationship with the University, or who have been notified of their acceptance.~~

~~In an effort to respond promptly and effectively to reports of Sexual Misconduct, the University attempts to resolve complaints within sixty (60) days' notice of the incident, not including appeal. However, this time period may vary depending on the complexity of the investigation, severity and nature of the alleged conduct, availability of individuals participating in the process, availability of evidence, delays for concurrent criminal investigations, breaks between academic semesters, and other delays.~~

1. Intake and Initial Inquiry

~~Upon receipt of a report of Sexual Misconduct, the Title IX Coordinator, or designee, will review the allegations.~~

~~As reported allegations of Sexual Misconduct have varying degrees of complexity and severity, the investigation and resolution procedures described below may vary. The Title IX Coordinator will inquire, gather, and review information and will evaluate the accuracy, credibility, and sufficiency of the information received. If a formal complaint is not filed, the Title IX Coordinator may nonetheless conduct an investigation if the University learns of alleged Sexual~~

~~Misconduct through other means depending on the source and nature of the information provided, the seriousness of the alleged incident, the specificity of the information, the objectivity and credibility of the source of the report, whether any individuals can be identified who were subjected to the alleged Sexual Misconduct, and whether those individuals want to pursue the matter.~~

~~The Title IX Coordinator may conduct an initial meeting with the Reporting Party to gather additional information regarding the allegation; inform him/her of on and off-campus resources, procedural options, and the University's policy regarding retaliation; and to determine safety, security, or other interim measures. Additional meetings may be necessary depending on the complexity of the reported allegations.~~

~~Incidents will not be investigated unless there is reasonable cause to believe HSCEP OP 51.03 has been violated. Reasonable cause includes some credible information to support a policy violation. If it is determined that an investigation will be conducted, the Responding Party will be given notice of the complaint and an opportunity to respond. If it is determined that an investigation will not be conducted, the Title IX Coordinator may contact the Responding Party to discuss the reported concern.~~

~~When a Reporting Party is reluctant, and/or refuses to participate in the investigation process, the Title IX Coordinator may investigate the allegations to the fullest extent possible given the information made available. The University will make every attempt to follow the wishes of the Reporting Party while protecting the University Community.~~

~~2. Informal Resolution~~

~~Prior to the formal investigative process, either the Reporting Party or the Responding Party may make a request, either orally or in writing, for informal resolution to the Title IX Coordinator. The Title IX Coordinator will assess the severity of the alleged harassment and the potential risk of a hostile environment for others in the University Community to determine whether informal resolution may be appropriate. Mediation will not be used to resolve complaints of Sexual Assault and Interpersonal Violence.~~

~~Upon determining that informal resolution is appropriate, the Title IX Coordinator will consult further with the person initiating the request, inform the other party, and gather additional relevant information from the parties and others as useful to assist in the informal resolution process. The Title IX Coordinator may also put in place any appropriate interim measures to protect the educational and work environment of the parties and the University Community.~~

~~The University will not compel the Reporting Party or Responding Party to engage in mediation, to directly confront the other party, or to participate in any particular form of informal resolution. Participation in informal resolution is voluntary, and the Reporting Party and Responding Party have the option to discontinue the informal process at any time and request a formal investigation. If at any point during the informal resolution process, the Reporting Party, the Responding Party, or the University wishes to cease the informal resolution process and to proceed through the formal resolution process, the informal resolution process will stop and the formal resolution process outlined in this Part IV, Section C(3)(c), of the Student Handbook below will proceed.~~

~~3. Investigation Process~~

~~If the Title IX Coordinator or designee conducts an investigation of the reported allegation, the investigation may consist of the review of the complaint, any relevant documentation, and interviews with relevant individuals. Each party will be given the opportunity to share information regarding the allegation, as well as any response to such, and identify witnesses and other relevant evidence. The extent of the~~

investigation and its procedures will be determined by the Title IX Coordinator. During the investigative process, it is expected that the Reporting Party and the Responding Party will cooperate with the University in providing all information or evidence that they believe should be considered. Additionally, other administrators may be consulted to assist with the investigation.

Prior to an investigative interview, the Reporting and Responding Parties will be provided a student rights and responsibilities document to review and sign. The student rights and responsibilities document informs the student of his or her rights to be exercised before and during the course of the investigation and student conduct process.

Information gathered during the course of the investigation and student conduct process may only be shared with faculty, staff, students, and/or advisors who are directly involved in the incident or necessary to the student conduct process. Information gathered may also be disclosed in compliance with a judicial order, lawfully issued subpoena, or otherwise required by law.

After the investigation is complete, the Title IX Coordinator will prepare a written investigation report.

Reporting Parties and Responding Parties will have access to the completed investigation report and/or investigative materials relevant to the allegation(s) after the formal investigative process has concluded. In order to protect confidentiality, Reporting Parties and Responding Parties are not given copies or investigation reports and/or investigative materials.

4. Administrative Resolution

At any point in the student conduct process, if the Responding Party accepts responsibility for the alleged violations of HSCEP OP 51.03, the Parties may choose to resolve the issue through the Administrative Resolution process outlined below. The Administrative Resolution process is voluntary.

The Title IX Coordinator will, in consultation with the appropriate University dean, or if the allegation involves a student organization, the appropriate University staff member advisor of the organization, review the complaint and information gathered about the reported Sexual Misconduct, and if applicable, propose findings and specify appropriate sanctions. The Title IX Coordinator will send written notice to both the Reporting Party and the Responding Party of the proposed findings and sanctions. The Parties will have five business days to review the Administrative Resolution and decide whether they would like to accept or decline the proposed findings and recommended sanctions. Agreement with the terms of the Administrative Resolution is established by one of the two following ways:

(1) A signature, or an electronic signature, by a Party or the Parties attesting to agreement with the findings and sanctions; or

~~(2) No written objection by the Reporting Party or the Responding Party to the findings and sanctions within five business days of the date the proposed findings and recommended sanctions were sent to the Parties.~~

~~If both the Reporting Party and the Responding Party agree with the proposed findings and recommended sanctions, the matter is considered concluded. Additionally, if accepted, the Parties waive their right to a hearing, the process ends, the finding is final, and there is no appeal. The complaint will only be reopened if new material, previously unavailable is presented.~~

~~If either Party disagrees with or does not accept the proposed findings and/or recommended sanctions, then the complaint will proceed and a hearing will take place.~~

~~5. Hearing Procedures~~

~~i. Prehearing/Formal Allegations Assigned~~

~~Once the investigation is complete, if the complaint is not otherwise resolved, the Reporting Party and the Responding Party will be given notice of a pre-hearing meeting. Should the Reporting Party or the Responding Party not participate in the pre-hearing meeting, the conduct process may continue without their participation through resolution. During this meeting, the Reporting Party and the Responding Party will be given the opportunity to review the investigation report, relevant evidence, and other documents to be used in the hearing. Other documents may include Reporting Party's allegations, list of potential Hearing Officers, and hearing script. Following the pre-hearing, the Reporting Party and the Responding Party will be notified of a date, time, and location of the hearing.~~

~~While the Reporting Party and the Responding Party may identify errors in their own statements during the pre-hearing, they are not able to add additional information to the investigation report unless that information, in the judgment of the Title IX Coordinator, was unavailable during the investigative process and is pertinent to the complaint. If a Reporting Party or Responding Party discovers new, previously unavailable information during the time after the pre-hearing but before the hearing, the party should inform the Title IX Coordinator immediately.~~

~~If the new information is pertinent to the consideration of the complaint, the Title IX Coordinator will determine whether the new information should be included in the investigation report or presented verbally during the hearing. If there is new evidence introduced, the Reporting Party and the Responding Party will be given the opportunity to provide a response to any such evidence that will be presented in the hearing.~~

~~The Title IX Coordinator or designee will schedule the hearing no sooner than five business days from the date of the last pre-hearing meeting. The five-day period can be waived by the Title IX Coordinator with agreement by the involved Parties.~~

ii. Hearing

After notice has been given to the Reporting Party and the Responding Party, the University may proceed to conduct a hearing and render a finding of Responsible or Not Responsible for the Responding Party's alleged misconduct and, in the event of a responsible finding, decide appropriate sanctions, conditions, and/or restrictions. The Provost shall appoint a panel of three Hearing Officers to conduct the hearing. All persons serving as Hearing Officers shall be oriented and trained to adjudicate a Sexual Misconduct case in accordance with this Institutional Student Handbook. If there is a conflict of interest, or appearance thereof, with one of the selected Hearing Officers, that person will recuse themselves and the Provost shall appoint another person to the panel. Additionally, both the Reporting Party and the Responding Party may raise issues of conflicts of interest with regard to the potential Hearing Officer panel to the Provost within three business days after notice has been given to the Parties of the panel members. The Provost will weigh these issues and resolve them accordingly. No party has a right to disqualify a Hearing Officer Panel member absent a demonstrated bias.

The hearing may be held and a decision or recommendation made, regardless of whether the Reporting Party or the Responding Party fail to respond or fail to attend the hearing. Should the Reporting Party or the Responding Party fail to respond or fail to attend the hearing, the Hearing Officers may consider the available information and render a decision.

Hearings are closed to the public. Both the Reporting Party and Responding Party have the right to be present at the hearing; however, they do not have the right to be present during the deliberation of the Hearing Officers. Arrangements can be made so that Reporting Party and Responding Party do not have to be in the hearing room at the same time. To request changes in the scheduled hearing time, the parties should contact the Title IX Coordinator not less than five business days prior to the scheduled hearing.

During the hearing, the Title IX Coordinator or designee presents the allegations, investigation report, evidence, witnesses, and questions for deliberation in the hearing. The hearing Officers may question the Title IX Coordinator, Title IX Investigator, Reporting Party, Responding Party and any witnesses. The Reporting Party and Responding Party do not have the right to question each other nor witnesses directly but may do so through the Title IX Coordinator. The Reporting Party and Responding Party have the right to add or make additional comments about the facts of the complaint. Should new evidence be presented without prior discussion with the Title IX Coordinator, the hearing may be halted to consider the inclusion of this information. Impact statements will also be halted if they are shared prior to the sanctioning phase of the hearing. In the event the Hearing Officers remove a student due to misconduct in the hearing process, the alleged misconduct in the hearing process will be forwarded to the appropriate student conduct administrator, who will follow the conduct process in Part II of this Student Handbook.

~~Following the hearing, the Hearing Officers will deliberate and will render a finding of responsible or not responsible for the Responding Party's alleged misconduct as well as decide any sanctions, conditions and/or restrictions if applicable. Any findings of the investigation will be based upon a preponderance of the evidence, which means more likely than not. The Hearing Officers will inform the Reporting Party and the Responding Party in writing within five (5) business days of their decision(s).~~

~~Either the Reporting Party or Responding Party may utilize the Appeal Procedures outlined in sub-section "e" below.~~

~~iii. — Conduct Outcomes/Findings (Sanctions, Conditions, Restrictions)~~

~~In the event a Responding Party is found responsible for the alleged misconduct, the Hearing Officers may impose sanctions, conditions, and/or restrictions as described in Part II of this Student Handbook.~~

~~Records concerning a student or student organization related to the disciplinary process will remain on file with the Title IX Coordinator for a minimum of seven years from the date the complaint is resolved.~~

~~6. Appeal Procedures~~

~~Either the Reporting Party or Responding Party may appeal the decision or the sanction(s), condition(s) and restriction(s) imposed by the Hearing Officers by submitting a written appeal to the Provost or his/her designee within five business days of receiving the written decision. The appeal must clearly set forth the grounds for the appeal, together with the evidence upon which the appeal is based. A disagreement with the decision alone shall not constitute grounds for appeal. The only proper grounds for appeal and the only issues that may be considered on appeal are as follows:~~

~~(1) A procedural [or substantive] error occurred that significantly impacted the outcome of the hearing (e.g. substantiated bias, material deviation from established procedures, etc.)~~

~~(2) The discovery of new evidence, unavailable during the original hearing or review of the case, which could substantially impact the original finding or sanction. A summary of this new evidence and its potential impact must be included; or~~

~~(3) The sanctions imposed substantially vary from the range of sanctions normally imposed for similar infractions.~~

~~The Provost will review the appeal to determine if the appeal is timely and properly sets forth the appropriate grounds for appeal. If any of these requirements are not met, the~~

~~appeal will be dismissed, and the original decision of the Hearing Officers will be final. If the grounds for an appeal are determined proper by the Provost, the Title IX Coordinator will provide the request for appeal to the other party and provide opportunity for response. Any responses must be provided to the Provost within five business days after receiving a copy of the request for appeal.~~

~~The results of the appellate process as outlined below will be final.~~

~~If the Provost determines that a procedural [or substantive] error occurred that significantly impacted the outcome of the hearing, he/she may order a new hearing. If a new hearing is ordered, all hearing procedures in Part IV, Section C (3)(e), will be followed. The Hearing Officers will notify the Reporting Party and Responding Party of the outcome within five business days of the decision of the Hearing Officers. The decision of the Hearing Officers is final and may not be appealed.~~

~~If the Provost determines that new evidence should be considered, he/she may return the complaint to the original Hearing Officers to reconsider the new evidence, or may order a new hearing. If new evidence is considered, the Hearing Officers may increase, decrease, or otherwise modify the findings, sanctions, conditions, and/or restrictions. The Hearing Officers will notify the student of the outcome within five business days of their decision. The decision is final and may not be appealed. If a new hearing is ordered, all hearing procedures in Part IV, Section C(3)(e), will be followed. The Hearing Officers will notify the Reporting Party and Responding Party of the outcome within five business days of their decision. The decision of the Hearing Officers is final and may not be appealed.~~

~~If the Provost determines that the sanctions imposed substantially vary from the range of sanctions normally imposed for similar infractions, he/she may then increase, decrease or otherwise modify the sanctions, conditions, and/or restrictions instead of returning the case to the original Hearing Officers or ordering a new hearing. If the Provost makes a decision regarding the sanctions, conditions, and/or restrictions without returning the case to the original Hearing Officers, he/she will notify the student in writing of the outcome within five business days of his/her decision. The decision of the Provost is final and cannot be appealed. If the Provost returns the case to the original Hearing Officers, the Hearing Officers may increase, decrease, or otherwise modify the findings, sanctions, conditions, and/or restrictions. The Hearing Officers or designee will notify the student of the outcome within five business days of their decision. The decision is final and may not be appealed. If a new hearing is ordered, all hearing procedures in Part IV, Section C(3)(e), will be followed. The Hearing Officers will notify the Reporting Party and Responding Party of the outcome within five business days of their decision. The decision of the Hearing Officers is final and may not be appealed.~~

~~In those cases in which the error cannot be cured by the original Hearing Officers (i.e., some cases of bias), the Provost may order a new hearing with a new panel of Hearing Officers.~~

~~The Title IX Coordinator shall make all reasonable efforts to timely notify the Reporting Party and Responding Party of the status of the appeal throughout the appellate process.~~

~~7. Follow up~~

~~After the findings(s) and sanctions become final and all appeals, if any, are exhausted, the Reporting Party shall be advised that if the complained of activity persists, they should contact the Title IX Coordinator. Likewise, in the event the Reporting Party believes retaliation for filing a complaint has taken place, they should contact the Title IX Coordinator.~~

~~The Title IX Coordinator will follow up with the Reporting Party within sixty calendar days after conclusion of the matter to ensure that the complained of behavior has ceased.~~