



TEXAS TECH UNIVERSITY SYSTEM

BOARD OF REGENTS

AGENDA BOOK

November 18-19, 2021



BOARD OF REGENTS
TEXAS TECH UNIVERSITY SYSTEM

AGENDA

November 18-19, 2021

BOARD OF REGENTS

Mr. J. Michael Lewis, Chairman

Mr. Mark Griffin, Vice Chairman

Ms. Arcilia C. Acosta

Mr. Cody C. Campbell

Mrs. Ginger Kerrick Davis

Mr. Pat Gordon

Mr. John D. Steinmetz

Mr. John B. Walker

Mr. Dusty Womble

Ms. Keaghan Holt, Student-Regent

Standing Committee Chairs and Vice Chairs:

Academic, Clinical and Student Affairs:

Ginger Kerrick Davis (Chair); Pat Gordon (Vice Chair); and Keaghan Holt (Student Regent)

Audit:

John Steinmetz (Chair) and Arcilia Acosta (Vice Chair)

Facilities:

Dusty Womble (Chair) and Mark Griffin (Vice Chair)

Finance and Investments:

John Walker (Chair) and Cody Campbell (Vice Chair)

[NOTE: All nine board members serve as voting members of each committee.]

AGENDA

Board of Regents Meeting

Lubbock, Texas

November 18-19, 2021

Abbreviated Agenda with Approximate Times*

Thursday, November 18, 2021

- | | |
|--|---|
| 9:30 am | Finance and Investments Committee
Location: Regents Conference Room (104A), First Floor,
System Building, 1508 Knoxville Avenue, Lubbock,
Texas |
| 10:05 am
(or upon adjournment of
the Finance Cmte.
meeting) | Academic, Clinical and Student Affairs Committee
Location: Regents Conference Room (104A), First Floor,
System Building, 1508 Knoxville Avenue, Lubbock,
Texas |
| 10:15 am
(or upon adjournment of
the ACS Cmte. meeting) | Audit Committee
Location: Regents Conference Room (104A), First Floor,
System Building, 1508 Knoxville Avenue, Lubbock,
Texas |
| 10:30 am
(or upon adjournment of
the Audit Cmte. Meeting) | Facilities Committee
Location: Regents Conference Room (104A), First Floor,
System Building, 1508 Knoxville Avenue, Lubbock,
Texas |

CONTINUED ON NEXT PAGE

*For general information. All open session meetings of the Board of Regents will take place in the Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas. Any executive session meetings that should occur throughout the day will take place in the Regents Committee Room (106), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas. The times listed are estimates, with periodic recesses. On Thursday, November 18, 2021, committee meetings will commence, sequentially, no earlier than 9:30 am. The Meeting of the Board will convene in order to convene into Executive Session upon adjournment of the last committee meeting or whenever deemed necessary. The Meeting of the Board is expected to recess for the day on Thursday, November 18, 2021 on or before 3:10 pm; however, if needed, the meeting may continue beyond 3:10 pm until completed. The Meeting of the Board will reconvene on Friday, November 19, 2021 at 8:30 am. If necessary, the Meeting of the Board will recess after introductions/ recognitions at approximately 9:00 am to conduct any committee meetings which were not concluded on Thursday, November 18, 2021. The Meeting of the Board will reconvene upon adjournment of any committee meeting(s), if applicable, at approximately 9:30 am to complete the remainder of its business. The Meeting of the Board is expected to adjourn on or before 10:00 am; however, if needed, the meeting may continue beyond 10:00 am until completed. The full board agenda is detailed on pages v through xiii. 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 Meeting

Lubbock, Texas

November 18-19, 2021

Abbreviated Agenda with Approximate Times*

Thursday, November 18, 2021

Meeting of the Board

11:00 am (or adjournment of the last committee meeting)	Call to Order; convene as Meeting of the Board and Committee of the Whole Board Location: Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas <ul style="list-style-type: none"> • Strategic Highlights - TTU
11:30 am	Executive Session Location: Regents Committee Room (106), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas
3:00 pm	Following Executive Session, reconvene into Open Session as Committee of the Whole <ul style="list-style-type: none"> • ES Motions, if any Location: Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas
3:10 pm	Recess

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Board of Regents Meeting

Lubbock, Texas

November 18-19, 2021

Abbreviated Agenda with Approximate Times*

Friday, November 19, 2021

Meeting of the Board

- | | |
|----------|---|
| 8:30 am | <p>Call to Order; reconvene as Meeting of the Board and Committee of the Whole Board
 Location: Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas</p> <ul style="list-style-type: none"> • Introductions and Recognitions • Continuation of meetings of the Standing Committees of the Board, if necessary • Approval of minutes • Approval of Consent and Information Agendas • SGA President Reports |
| 9:30 am | <p>Executive Session, if necessary
 Location: Regents Committee Room (106), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas</p> |
| 10:00 am | <p>Following Executive Session, reconvene into Open Session as Committee of the Whole
 Location: Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas</p> <ul style="list-style-type: none"> • ES Motions, if any • Announcements |
| 10:00 am | Adjournment |

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Board of Regents Meeting

November 18-19, 2021

Agenda

Thursday, November 18, 2021
Regents Conference Room (104A), First Floor,
System Building, 1508 Knoxville Avenue,
Lubbock, Texas

I. Meeting of Standing Committees

Location: Regents Conference Room (104A), First Floor, System Building,
1508 Knoxville Avenue, Lubbock, Texas

A. Finance and Investments Committee

	<u>Page</u>
	FI
1. ASU: Approve revisions to Alcohol Policy	2
2. TTU: Approve an Agreement with ClubCorp TTC, LLC.....	3
3. TTU: Approve budget adjustment for the FY 2022 Institutional Enhancement Appropriation	5
4. TTUS: Investment Performance Update.....	6
5. TTUS: Report on TTUS Endowments	7
6. Adjournment	

B. Academic, Clinical and Student Affairs Committee

	<u>Page</u>
	ACS
1. TTU: Approve appointment with tenure	3
2. TTU: Approve Master of Science (M.S.) Degree in Ranch Management	4
3. TTUHSC El Paso: Approve appointment with tenure	6

4.	TTUHSC El Paso: Approve revisions to OP 60.03, Comprehensive Performance Evaluation of Tenured Faculty.....	7
5.	Adjournment	
C.	Audit Committee	
		<u>Page</u> A
1.	TTUS: Report on audits.....	2
2.	Adjournment	
D.	Facilities	
		<u>Page</u> F
1.	ASU: Approve Ground Lease with City of San Angelo for Land at Mathis Field Airport	3
2.	TTU: Approve total project budget for the Rip Griffin Park Expansion & Renovation project and accept CMAR’s GMP)	4
3.	TTU: Authorize expenditures for the Academic Sciences Building project and accept the CMAR’s GMP for Bid Package 1 - Utilities	6
4.	TTU: Acknowledge honorific naming of the School of Veterinary Medicine Plaza the Robert L. Duncan Plaza	8
5.	TTUHSC: Authorize acceptance of a Gift-In-Kind of Real Property benefiting Texas Tech University Health Sciences Center.....	10
6.	TTUS: Report on Facilities Planning and Construction projects.....	12
7.	Adjournment	

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

- A. TTUS: Strategic Highlight - Report on Strategic Initiatives at TTU President Schovanec

III. 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 Lewis

- 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

IV. Open Session: The Board will reconvene into Open Session in the Regents Conference Room (104A), 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 Griffin

V. RecessChairman Lewis

Friday, November 19, 2021
Regents Conference Room (104A), First Floor,
System Building, 1508 Knoxville Avenue,
Lubbock, Texas

VI. Meeting of the Board—Call to Order; reconvene 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 Lewis

- A. Introductions and Recognitions Chancellor Mitchell, President Hawkins,

Interim President Johnston,
President Schovanec
President Rice-Spearman, and
President Lange

- VII. Recess** (if necessary, for standing committees to meet; otherwise continue in Open Session (X.))
- VIII. Meeting of Standing Committees** (if not concluded on Thursday)
- IX. Meeting of the Board—Call to Order; reconvene into Open Session of the Board** (only if the Meeting of the Board was recessed to conduct committee meetings)
- X. Open Session:** 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:
 - A. Approve minutes of the board meeting held on August 5-6, 2021 and September 1, 2021Chairman Lewis
 - B. Committee of the Whole..... Vice Chairman Griffin

	<u>Page</u>
	CW
1. ASU, MSU, TTU, TTUHSC, TTUHSC El Paso, TTUSA and TTUS: Approve Consent Agenda; acknowledge review of Information Agenda	10

Consent Agenda

- a. TTU: Approve appointments to the Rural Veterinarian Incentive Program Committee (ACS)
- b. TTUHSC: Approve revised tenure and promotion policy (ACS)
- c. TTU: Approve affirmation of managerial group and exclude members of the Board of Regents from access to classified information (CW)
- d. ASU, MSU, TTU, TTUHSC, and TTUHSC El Paso: Acknowledge the Campus Condition Report (F)
- e. TTUHSC: Approve honorific naming of Texas Tech University Health Sciences Center – Amarillo Campus Standardized Patient Lounge in SimCentral (Tex Nolan Standardized Patient Green Room) (F)
- f. TTUHSC: Approve honorific naming of Texas Tech University Health Sciences Center

- Neurology Library (Clayton Jay Crofoot Research Library) (F)
- g. TTUHSC El Paso: Approve acceptance of a Gift-In-Kind benefiting the Woody L. Hunt School of Dental Medicine (F)
 - h. TTUHSC El Paso: Approve naming of Texas Tech Dental Oral Health Clinic, Oral Surgery Medical Suite 1036 (Rivera Family Suite) (F)
 - i. TTUHSC El Paso: Approve honorific naming of Texas Tech Medical Center, Room B05 (Dr. Arvin and Beverly Robinson Conference Room) (F)
 - j. ASU: Approve service on an outside board by an executive administrator (FI)
 - k. TTUHSC: Determine existence of conflict of interest for lease contract (FI)
 - l. MSU: Approve commissioning of police officer (FI)
 - m. MSU: Approve interlocal agreements with Wichita County for police and emergency services (FI)
 - n. TTU: Approve commissioning of police officers
 - o. TTUHSC: Authorize president to execute contract with anesthesiology consultant (FI)
 - p. TTUHSC: Approve establishment of a quasi-endowment (FI)
 - q. TTUHSC: Approve purchasing contract(s) in excess of \$1,000,000 (FI)
 - r. TTUS: Authorize chancellor to execute a contract with Wild Basin I & II Investors, LP (FI)

Information Agenda

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

- (1) ASU, MSU, TTU, TTUHSC and TTUHSC El Paso: Summary of Revenues and Expenditures by Budget Category, FY 2021 (as of August 31, 2021), 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:

<https://www.texastech.edu/offices/cfo/board-financial-reports.php>

- (2) TTUHSC and TTUHSC El Paso: 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) TTUHSC and TTUS: 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) ASU, TTU, TTUHSC and TTUHSC El Paso: 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.

- (5) 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.
- (6) TTU: Emergency or exigent circumstances approval by Section 01.02.1.b and 07.12.3.g,
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... Unless prohibited by law and upon recommendation of the chancellor, when an emergency or exigent circumstances exist and it is not feasible or practical to convene a quorum of the board within the time in which action is needed, approval may be given for a contract by verbal approval of the chair or of the chair of the Finance and Administration Committee. Contracts approved in this manner shall be presented to the board as an information item at the next board meeting."
- (7) ASU, MSU, TTU, TTUHSC and TTUHSC El Paso: Chief Executive Officer Title IX administrative reports as required by Texas Education Code, Section 51.253(c): "Subject to Subsection (d), at least once during each fall or spring semester, the chief executive officer of a postsecondary educational institution shall submit to the institution's governing body and post on the institution's Internet website a report concerning the reports received under Section 51.252. The report: (1) may not identify any

person; and (2) must include: (A) the number of reports received under Section 51.252; (B) the number of investigations conducted as a result of those reports; (C) the disposition, if any, of any disciplinary processes arising from those reports; (D) the number of those reports for which the institution determined not to initiate a disciplinary process, if any; and (E) any disciplinary actions taken under Section 51.255.” Reports for the most recently completed reporting period are available to the board and are posted on each component institution website.

- (8) TTUHSC: Report on establishment of new centers and institutes per Section 04.11.2., *Regents’ Rules*: “The establishment or substantive restructuring of a center, institute, or other academic unit or program not addressed in Section 04.11.1 herein shall be approved by the president, with notice provided to the board via an item in the Information Agenda for the next meeting of the board.”
- (9) TTUS: Texas Tech Foundation Board nominations by Article IV, Section 2, Amended and Restated Bylaws of Texas Tech Foundation, Inc.: “The Foundation Board shall be composed of not less than twenty-one (21), and not more than forty (40) voting members, elected by the current members, with notice to the Board of Regents. Members of the Foundation Board serve in cooperation and coordination with the Board of Regents. The Foundation Board shall endeavor to have at least one member from each of Lubbock, El Paso and San Angelo or their surrounding areas and shall further endeavor to have members that represent the diverse geographic areas of Texas served by the University System.”
- (10) TTU: Naming of a Facility in Recognition of Gifts of Less than \$500,000.00 per Section 13.02.2.b(4) *Regents’ Rules*: “[g]ifts of less than \$500,000.00 that meet the requirements outlined in this chapter for naming of a facility, as defined herein, may be approved by the component institution president, in cooperation and coordination with the VCIA. The item will be placed as an information item at the next board meeting after the public announcement.”

- C. Schedule for Board meetings:
 February 24-25, 2022, El Paso
 May 5-6, 2022, Lubbock
 August 11-12, 2022, San Angelo
 November 17-18, 2022, Lubbock Keino McWhinney

- D. Student Government Association ReportsKristen Kilpatrick,
Austin Strode,
Faisal Al-Hmoud,
Bernado Gonzalez,
and Alexa Guerrero

XI. Executive Session: The Board may 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 Lewis

- 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

XII. Open Session: The Board will convene into Open Session in the Regents Conference Room (104A), 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 Griffin
- B. Chairman’s AnnouncementsChairman Lewis

XIII. AdjournmentChairman Lewis

FINANCE AND INVESTMENTS

Finance and Investments Committee

Committee Meeting
November 18, 2021

Time: 9:30 am

Place: Regents Conference Room (104A), First Floor, System Building, 1508
Knoxville Avenue, Lubbock, Texas

Regents: Walker (Chair) and Campbell (Vice Chair)
(The Finance and Investments Committee
consists of all nine board members.)

Agenda

- Approve minutes of committee meeting held on August 5, 2021
- I.A.** Consideration of items to be recommended by the Finance and Investments Committee to the Board of Regents of the Texas Tech University System (“TTUS”) for and on behalf of Angelo State University (“ASU”), Midwestern State University (“MSU”), the TTU System Administration (“TTUSA”), Texas Tech University (“TTU”), Texas Tech University Health Sciences Center (“TTUHSC”), and Texas Tech University Health Sciences Center at El Paso (“TTUHSC El Paso”)

	<u>Page</u>
	FI
1. ASU: Approve revisions to Alcohol Policy	2
2. TTU: Approve an Agreement with ClubCorp TTC, LLC	3
3. TTU: Approve budget adjustment for the FY 2022 Institutional Enhancement Appropriation.....	5
4. TTUS: Investment Performance Update	6
5. TTUS: Report on TTUS Endowments	7
6. Adjournment	

NOTE: All members of the Texas Tech University System Board of Regents serve as members on the Finance and Investments Committee. Action taken by this committee is final and does not require a report to the Full Board.

1. ASU: Approve revisions to Alcohol Policy.

Presenter: Mrs. Angie Wright

Presentation Time 5 minutes

Board approval required by: Section 08.06.5.c, *Regents' Rules***RECOMMENDATION**

The president recommends and the chancellor concurs that the Board of Regents approve the modification of OP 74.06 to add designee signatures for alcoholic beverages on Angelo State University ("ASU") facilities to include both the president and the vice president for finance and administration. OP 07.06 with proposed revisions is included as a supplemental attachment to the agenda.

BACKGROUND INFORMATION

Current *Regents' Rules*, Chapter 08.06.05.c, requires board approval for any substantive changes to the institution's policy. ASU's Operating Policy 74.06 currently requires president approval for all alcohol requests. The requested substantive change will now include approval by either the President or the Vice President for Finance and Administration as designated.

2. TTU: Approve an agreement with ClubCorp TTC, LLC.

Presenters: Mr. Kirby Hocutt & Ms. Noel Sloan Presentation Time: 3 minutes
Board approval required by: Section 07.12.3.a, Section 07.12.3.c, and 07.12.3.d.1.b
Regents' Rules

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents authorize him, or his designee, to execute an agreement with ClubCorp TTC, LLC ("ClubCorp") for operation of a private club/restaurant in Jones AT&T Stadium and provide catering services for all suites and club levels in Jones AT&T Stadium. The recommendation is pursuant to ClubCorp being selected as the best value competitive solicitation (RFP) for these services, per the request of the board at its May meeting.

BACKGROUND INFORMATION

The board previously approved and authorized the execution of an agreement with ClubCorp that expires December 31, 2021.

The new agreement will be effective for five (5) years with the option to extend for up to three (3) renewal terms of five (5) years each upon mutual agreement. In addition, ClubCorp will make an estimated \$4,500,000 capital investment in 2022 for additional club improvements. The parties will mutually agree upon the facility and equipment improvements. If the contract is extended for the first renewal term, ClubCorp will make an additional \$1,000,000 capital investment in 2027. If Texas Tech University does not extend the first renewal term, then 50% of the capital investment will need to be repaid; there is no penalty for the other additional renewal terms.

The new agreement will also include complimentary Texas Tech Club memberships for all suite holders, implementation of a minimum rent guarantee (\$4,500,000 over 10-years), and \$1,500,000 investment in new club management positions (\$150,000 per year over ten (10) years, including a new Chef). The agreement requires quarterly meetings with Athletics leadership team and annual meetings with Athletics leadership team and Texas Tech University CFO.

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

Section 07.12.3.c, *Regents' Rules*, requires each contract for the purchase of goods and services, with a value exceeding \$5,000,000, that the Chief Procurement Officer for the applicable component institution or the TTU system must submit to the board:

- (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 that may arise in the solicitation, purchasing, or contractor selection process.

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.

3. TTU: Approve budget adjustment for the FY 2022 Institutional Enhancement Appropriation.

Presenter: Mrs. Noel Sloan
Board Approval required by:

Presentation Time: 3 Minutes
Section 07.04.4.a., *Regents' Rules*

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents approve a budget adjustment to Texas Tech University's ("TTU") FY 2022 Operating Budget. This request will add an additional \$50,000,000 to TTU's FY 2022 Operating Budget.

TEXAS TECH UNIVERSITY – BOARD APPROVAL ITEM			
Activity	Source of Funds		Expense
	Other	Income	
Board Approval			
Institutional Enhancement Appropriation		\$50,000,000	\$50,000,000
This budget adjustment is to approve funds appropriated by the Eighty-seventh Legislature, third called special session, in Senate Bill 8. Texas Tech University will receive \$50,000,000 for institutional enhancement. TTU plans to invest the funds in student success and retention initiatives that increase retention and graduation rates, academic excellence, research initiatives, student summer initiatives, and mental health and wellness resources.			
Total		\$50,000,000	\$50,000,000

BACKGROUND INFORMATION

Section 07.04.4.a., *Regents' Rules*, requires Board approval of budget adjustments that exceed certain limits or pertain to certain types of activities or transactions. On August 5, 2021, the Board of Regents approved TTU's FY 2022 Operating Budget in the amount of \$1,113,693,384. The revised FY 2022 Operating Budget will be \$1,163,693,384.

4. TTUS: Investment Performance Update.

Presenter: Mr. Gary Barnes
Report requested by: Board of Regents.

Presentation Time: 10 minutes

Mr. Gary Barnes, Vice Chancellor and CFO, TTUS, will provide an update on the performance of TTUS investments.

5. TTUS: Report on TTUS Endowments.

Presenter: Mr. Gary Barnes
Report requested by: Board of Regents

Presentation Time: 10 minutes

Mr. Gary Barnes, Vice Chancellor and CFO, TTUS will provide an update on the TTUS Total Endowment, as of August 31, 2021.

**ACADEMIC,
CLINICAL AND
STUDENT AFFAIRS**

Academic, Clinical and Student Affairs Committee

Committee Meeting
November 18, 2021

Time: 10:05 am (or upon adjournment of the Finance and Investments Committee meeting)

Place: Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas

Regents: Kerrick Davis (Chair) and Gordon (Vice Chair) and Keaghan Holt (Student Regent)
(The Academic, Clinical, and Student Affairs Committee consists of all nine board members and the student regent.)

Agenda

- Approve minutes of committee meeting held on August 5, 2021
- I.B.** Consideration of items to be recommended by the Academic, Clinical and Student Affairs Committee to the Board of Regents of the Texas Tech University System (“TTUS”) for and on behalf of Angelo State University (“ASU”), Midwestern State University (“MSU”), the TTU System Administration (“TTUSA”), Texas Tech University (“TTU”), Texas Tech University Health Sciences Center (“TTUHSC”), and Texas Tech University Health Sciences Center at El Paso (“TTUHSC El Paso”)

Page
ACS

1.	TTU: Approve appointment with tenure.....	3
2.	TTU: Approve Master of Science (M.S.) Degree in Ranch Management.....	4
3.	TTUHSC El Paso: Approve appointment with tenure.....	6
4.	TTUHSC El Paso: Approve revisions to OP 60.03, Comprehensive Performance Evaluation of Tenured Faculty	7
5.	Adjournment	

NOTE: All members of the Texas Tech University System Board of Regents serve as members on the Academic, Clinical and Student Affairs Committee. Action taken by this committee is final and does not require a report to the Full Board.

1. TTU: Approve appointment with tenure.

Presenter: Dr. Ronald Hendrick

Presentation Time: 2 minutes

Board approval required by: Section 04.02, Regents' Rules; TTU Operating Policy 32.17

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents approve the granting of tenure to the faculty member as listed below, to be concurrent with their appointment.

Hazem Rashed-Ali, Ph.D., appointed as an associate professor and the associate dean for research, innovation, and faculty development in the College of Architecture effective September 1, 2021. Dr. Rashed-Ali comes to TTU after having served as a tenured associate professor and as associate dean for research and graduate studies in the College of Architecture, Construction and Planning at the University of Texas – San Antonio.

BACKGROUND INFORMATION

The faculty member named above has been judged by the respective department faculty, appropriate committees, and administrative personnel as worthy of academic tenure. University procedures (OP 32.01) for recommending tenure of qualified members of the faculty have been carefully followed.

Approval of this request will bring the number of full-time tenured faculty at Texas Tech University to 803. There are 1,142 full-time tenured and tenure-track faculty. After this appointment, the percentage of tenure-track faculty who have been awarded tenure will be 70.4%, and tenured faculty represent 43% of all faculty (including part-time). Together, tenured and tenure-track faculty represent 61.3% of all faculty, and 72.6% of all full-time faculty.

2. TTU: Approve Master of Science (M.S.) Degree in Ranch Management.

Presenter: Dr. Ronald Hendrick

Presentation Time: 3 minutes

Board approval required by: Section 04.09.01, *Regents' Rules*; TTU Operating Policy 36.04 and Title 19, Part 1, Chapter 5, Subchapter C, Texas Administrative Code

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents approve the new degree program, Master of Science (“M.S.”) in Ranch Management and authorize submission, by the Office of the Provost and Senior Vice President for Academic Affairs to the Texas Higher Education Coordinating Board seeking its certification of such a program and to the Southern Association of Colleges and Schools for acknowledgement of a new degree program.

BACKGROUND INFORMATION

The ranch management industry is not specifically addressed in labor reports, but according to the Texas Workforce Commission 2016 annual report, it is anticipated that farmers, ranchers, and other agricultural manager positions in Texas will increase 6.4%, adding 340 positions from 2014 – 2024. Estimates from Projections Central’s state and national employment projections (<https://projectionscentral.org/>) indicate that from 2020 to 2022, agricultural manager positions will increase 3.7% and 0.7%, respectively, adding 31,170 state jobs and 109,800 jobs nationwide. Within the proposed program’s regions of concentration (Southern Great Plains and Desert Southwest), the job market is projected to grow 4% and supply 52,150 jobs per year.

In the long-term, national estimates from the Bureau of Labor Statistics indicate that management positions in the agricultural and affiliated industries related to this program are expected to increase between 14% and 27% by 2029, supporting between 95,000 and 130,000 jobs annually. The projected median income for positions in this industry is \$68,090, ranging from \$42,800 to \$97,000 for the 25th and 75th percentiles, respectively.

There is only one Master of Science program in ranch management in the world, Texas A&M University at Kingsville’s King Ranch Institute for Ranch Management (“KRIRM”) located in Kingsville, TX. The program is very exclusive and focused on experienced ranchers that have at least two years of ranch management experience with preference for students possessing 5 – 10 years of experience. The KRIRM program focuses on beef cattle production in historical ranching systems, with natural resource and wildlife management as minor components. In contrast, our proposed program focuses on providing foundational knowledge across multiple, critical areas of the industry to recent B.S. graduates who do not have an extensive background in ranch management. Our goal is to provide students with a holistic, systems management perspective

that can be applied to various ranch enterprises, as well as to affiliated occupations. In this way, the proposed program is not in direct competition with the KRIRM program.

Enrollment projections for the new program are given in the table below. The projections are obtained from conversations with students in our undergraduate ranch management degree program and concentrations who expressed interest in a master's degree in ranch management. These projections show the estimated cumulative headcount and full-time student equivalent enrollment for the first five years of the program.

	Year 1	Year 2	Year 3	Year 4	Year 5
Total New Students	8	10	12	14	16
Attrition*	0	1	1	1	1
Cumulative Headcount	8	17	21	25	29
FTSE**	8	17	21	25	29
Graduates	0	7	9	11	13

* Attrition applied at the beginning of a year.

**Full-time student equivalent, calculated by multiplying the total number of students by the total semester credit hours and dividing by the respective full-time equivalent of 12 hours.

Projected costs and funding for the M.S. degree in Ranch Management are given in the table below. No new faculty members are needed to support the proposed program as the Ranch Management curriculum will consist of existing courses taught by current faculty. Likewise, no additional staff are requested. Current facilities and equipment are sufficient to support the proposed program, but four nine-passenger vans for field-days and ranch visits will be purchased. The estimated cost per vehicle is \$40,000, totaling \$160,000 over the first five years. These vehicles will be procured as program enrollment increases. Other program costs over the five years totaling \$409,363 include faculty travel with students to ranch sites (eight trips annually at \$95,063), lodging (\$48,000), meals (\$96,800), and a lectureship series (six speakers per year totaling \$169,500). There are no other anticipated program costs. The program is anticipated to generate \$1,874,445 over the same period against total costs of \$569,363.

Five-Year Costs		Five-Year Funding	
Personnel	\$0	Reallocated Funds	\$0
Facilities and Equipment	\$160,000	Anticipated New Formula Funding	\$973,965
Library, Supplies, and Materials	\$0	Special Item Funding	\$0
Other	\$409,363	Tuition and fees	\$900,480
Total Costs	\$569,363	Total Funding	\$1,874,445

3. TTUHSC El Paso: Approve appointment with tenure.

Presenter: Richard A. Lange, M.D., M.B.A.

Presentation Time: 1 minute

Board approval required by Section 04.02, *Regents' Rules* and HSC Operating Policy 60.01

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents approve the granting of tenure to Angela C. Chi, D.M.D. concurrent with her appointment as professor at the Woody L. Hunt School of Dental Medicine, effective as of July 15, 2021.

Angela C. Chi, D.M.D. has had a distinguished career in dental education, and particularly in the area of oral pathology. She brings a rich variety of experience in administration, research, education, and clinical affairs. She joins TTUHSC El Paso from the James B. Edwards College of Dental Medicine, Medical University of South Carolina in Charleston, where she has served as a Tenured Professor and Director, Division of Oral Pathology, Department of Stomatology. She earned her D.M.D. degree from the Harvard School of Dental Medicine and her B.A. degree from Columbia College of Columbia University in New York, NY. She also earned a certificate in Advanced Education in General Dentistry at the U.S. Naval Dental Central Southwest in San Diego, CA and a Certificate of Oral, Head, and Neck Pathology from the School of Medicine, Emory University in Atlanta, GA.

Dr. Chi is an accomplished clinician, administrator, clinical teacher, and mentor. She has developed a national and international expertise in the areas of oral maxillofacial pathology. She is a consultant to the Commission on Dental Accreditation and has been honored by her peers by her selection as a Fellow of the American College and International College of Dentists.

BACKGROUND INFORMATION

Pursuant to 04.03.8.d. (3), *Regents' Rules*, the Board of Regents approves the awarding of academic tenure with initial appointment. Approval of this individual for tenure brings the number of tenured faculty in all academic schools of the Health Sciences Center El Paso to 32. There are a total of 48 faculty either in the tenure-track or tenured. After this appointment, the percentage of tenure track faculty who have been awarded tenure will be 67 percent. The number of faculty that is on the non-tenure track is 293.

4. TTUHSC El Paso: Approve revisions to OP 60.03, Comprehensive Performance Evaluation of Tenured Faculty.

Presenter: Richard A. Lange, M.D., M.B.A.

Presentation Time: 1 minute

Board approval required by Section 04.03, *Regents' Rules* and HSC Operating Policy 60.01

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents approve the changes to OP 60.03, Comprehensive Performance Evaluation of Tenured Faculty, as listed below.

The revisions to HSC EP OP 60.03 include:

- Updating the title of assistant vice president for faculty affairs as vice president for faculty success in the review of policy section and section II. D., 3. Revision of section III., B., 3. to specify disciplinary action may include revocation of tenure
- Addition of section IV on tenure revocation (without dismissal)
- Revision of section IV (new section V) to mirror the language related to dismissal of tenured faculty on the basis of comprehensive performance review with the language in the HSCEP OP 60.01 section XI., B., 6
- Deletion of section IV., B (now section V) since mediation required in HSCEP OP 60.01 satisfies Texas Education Code §51.942(d)

The TTUHSC OP 60.03, Comprehensive Performance Evaluation of Tenured Faculty with proposed revisions is included as a supplemental attachment to the agenda.

BACKGROUND INFORMATION

Section 04.03 *Regents' Rules*, requires Board approval on changes to institutional operating policies for the comprehensive performance evaluation of tenured faculty.

AUDIT

Audit Committee

Committee Meeting
November 18, 2021

Time: 10:15 am (or upon adjournment of the Academic, Clinical and Student Affairs Committee meeting)

Place: Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas

Regents: Steinmetz (Chair) and Acosta (Vice Chair)
(The Audit Committee consists of all nine board members.)

Agenda

- Approve minutes of committee meeting held on August 5, 2021
- I.C.** Consideration of items to be recommended by the Audit Committee to the Board of Regents of the Texas Tech University System (“TTUS”) for and on behalf of Angelo State University (“ASU”), Midwestern State University (“MSU”), the TTU System Administration (“TTUSA”), Texas Tech University (“TTU”), Texas Tech University Health Sciences Center (“TTUHSC”), and Texas Tech University Health Sciences Center at El Paso (“TTUHSC El Paso”)

	<u>Page</u>
	A
1. TTUS: Report on audits	2
2. Adjournment	

NOTE: All members of the Texas Tech University System Board of Regents serve as members on the Audit Committee. Action taken by this committee is final and does not require a report to the Full Board.

1. TTUS: Report on audits.

Presenter: Mrs. Kim Turner

Presentation Time: 5 minutes

Report to Board required by: Section 07.02.7, *Regents' Rules*; and Audit Committee Charter

Mrs. Kim Turner, Chief Audit Executive, will present a report on the System's audit projects.

FACILITIES

Facilities Committee

Committee Meeting
November 18, 2021

- Time:** 10:30 am (or upon adjournment of the Audit Committee meeting)
- Place:** Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas

Regents: Womble (Chair) and Griffin (Vice Chair)
(The Facilities Committee consists of all nine board members.)

Agenda

- Approve minutes of committee meeting held on August 5, 2021
- I.D.** Consideration of items to be recommended by the Facilities Committee to the Board of Regents of the Texas Tech University System (“TTUS”) for and on behalf of Angelo State University (“ASU”), Midwestern State University (“MSU”), the TTU System Administration (“TTUSA”), Texas Tech University (“TTU”), Texas Tech University Health Sciences Center (“TTUHSC”), and Texas Tech University Health Sciences Center at El Paso (“TTUHSC El Paso”)

	<u>Page</u>
	F
1. ASU: Approve Ground Lease with City of San Angelo for Land at Mathis Field Airport	3
2. TTU: Approve total project budget for the Rip Griffin Park Expansion & Renovation project and accept CMAR’s GMP).....	4
3. TTU: Authorize expenditures for the Academic Sciences Building project and accept the CMAR’s GMP for Bid Package 1 - Utilities	6
4. TTU: Acknowledge honorific naming of the School of Veterinary Medicine Plaza the Robert L. Duncan Plaza.....	8
5. TTUHSC: Authorize acceptance of a Gift-In-Kind of Real Property benefiting Texas Tech University Health Sciences Center	10

- 6. TTUS: Report on Facilities Planning and Construction projects 12
- 7. Adjournment

NOTE: All members of the Texas Tech University System Board of Regents serve as members on the Facilities Committee. Action taken by this committee is final and does not require a report to the Full Board.

1. ASU: Approve Ground Lease with City of San Angelo for Land at Mathis Field Airport.

Presenter: Dr. Don Topliff

Presentation Time: 3 minutes

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

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents authorize the president, or his designee to (i) negotiate a ground lease agreement with the City of San Angelo for approximately 3.0 acres (130,680 SF) of land at the Mathis Field Airport for the construction of a future facility to house the Bachelor of Commercial Aviation (“BCA”) program; and (ii) the lease will only be executed when sufficient Gift and Grant Funds are secured to construct the facility.

BACKGROUND INFORMATION

The Bachelor of Commercial Aviation (“BCA”) program was approved by the Board of Regents in March of 2020 and began educating future pilots in Fall of 2021. There are currently 28 students in the first class and the expectation is that the program will reach 200 students by 2024. As a result, there is need to construct a teaching facility at Mathis Field, which is planned for completion in Fall of 2023. The proposed facility is approximately 15,000 gross square feet and is projected to cost approximately \$3.5 million.

The City of San Angelo and the Airport Board have agreed to lease Angelo State University (“ASU”) approximately 3.0 acres (130,680 SF) of land on a long-term ground lease for 40-years. The proposed ground lease is set at 12 cents per square foot with the city foregoing another 5 cents per square foot. The lease agreement is contingent upon ASU receiving sufficient grant funds to construct the facility and would not be executed until such funds are secured.

In March 2020, the Board of Regents approved the new degree program 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 authorized submission to the Texas Higher Education Coordinating Board for approval.

Regents’ Rules, Section 07.12.3.d(1)(a) require board approval of contracts for real property: sale or purchase; and lease for more than 4 years.

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 agreement.

2. TTU: Approve total project budget for the Rip Griffin Park Expansion & Renovation project and accept CMAR's GMP.

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) waive the use of a Construction Manager-Agent ("CMA"); (ii) waive the Board directed fee for landscape enhancements; (iii) waive the Board directed fee for public art; (iv) accept the Guaranteed Maximum Price ("GMP") for construction of the Rip Griffin Park Expansion & Renovation project; (v) increase the budget by \$13,360,682 for a total project budget of \$14,465,342; (vi) amend the Design Professional Agreement; and (viii) amend the Construction Manager At Risk ("CMAR") Agreement. The total project budget will be funded through the Revenue Finance System ("RFS") repaid with Gift Funds and Institutional Funds (cash).

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 \$14,465,342.

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 construct the Rip Griffin Park Expansion & Renovation project for a total project budget of \$14,465,342. The total project budget will be funded through the Revenue Finance System ("RFS") repaid with Gift Funds and Institutional Funds (cash).

The project will renovate approximately 10,800 SF within the existing Baseball Facility and construct an approximate 14,342 GSF addition on the north and east sides of the facility. The exterior of the new building will be designed to reflect the Spanish Renaissance campus vernacular, create a main entrance on the northeast corner of the building, and enhance the south and west sides of the existing field house. The work in the existing baseball facility consists of demolition of the interior space with new finish-out consisting of new batting and pitching cage areas, an adjustable netting system, new indoor turf, new cardio/bands area, new site utilities and tie-ins, new HVAC, new electrical, new

fire sprinkler, new lighting, technology, and the addition of new impact resistant windows on all sides of the space.

The new addition consists of a Champions Lobby, coaches' offices, coaches' locker room, equipment storage area complete with compact shelving and washer/dryer area, head coach's office and conference space, an exterior patio area off the head coach's office, team lounge complete with nutrition and dining spaces, and a new locker room with an expanded player grooming area. The training area will also be in the new addition and will have a large treatment area, cold and hot plunge pools, a hydro-treadmill pool, and an ice/storage room. The facility will also have mechanical and electrical spaces, fire suppression, janitorial spaces, as well as a storage space for the golf carts used by the team.

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

In December 2019, the Board of Regents authorized expenditures of \$894,660 for execution of Design Professional Stage II services consisting of the Design Development, Construction Documents, Construction Administration Phases, and to provide a Statement of Probable Cost and project schedule. Also, execution of a Construction Manager at Risk ("CMAR") Agreement to allow the contractor 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 concept budget development.

In September 2017, a Design Professional contract was executed with Populous, Inc. and a Notice to Proceed issued for Stage I services only. A planning budget of \$210,000 was established with Institutional Funds (cash).

The vice president for administration and finance 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.

3. TTU: Authorize expenditures for the Academic Sciences Building project and accept the CMAR's GMP for Bid Package 1 - Utilities.

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) waive the use of a Construction Manager-Agent ("CMA"); (ii) approve expenditures of \$2,628,653 for a total of \$10,759,336 for the Academic Sciences Building project with an anticipated total project budget of \$100,000,000; (iii) accept the Guaranteed Maximum Price ("GMP") for construction of Bid Package 1 - Utilities; (iv) report the project to the Texas Higher Education Coordinating Board ("THECB"); and (v) amend the Construction Manager At Risk ("CMAR") Agreement for execution of Bid Package 1 - Utilities. The expenditures will be funded through General Revenue appropriations and the Revenue Finance System ("RFS"), repaid with Higher Education Funds ("HEF"). The current total of expenditures includes the previously board authorized expenditures (\$8,130,683).

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 \$100,000,000.

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 construct Bid Package 1 - Utilities for the Academic Sciences Building project and incur additional expenditures of \$2,628,653. Total current expenditures of \$10,759,336 will be funded through General Revenue appropriations and the Revenue Finance System ("RFS"), repaid with Higher Education Funds ("HEF").

Bid Package 1 - Utilities includes general condition and general requirements; re-routing the LP&L primary electrical line; re-routing of AT&T's telecommunication line to the Chemistry building; 240 linear feet of new ducts for Texas Tech's telecommunication network tunnel tie-in; 2 city taps, 2 reduced pressure backflow

preventers, 2 meters, and 987 linear feet of fire line piping; and 680 linear feet of sewer line. Alternate No. One is to re-locate the City of Lubbock's water main using ductile iron pipe should actual field conditions uncover a conflict with the new sewer main.

The Academic Sciences Building will be an approximate 128,999 GSF, basement and 3-story structure in the academic core of the campus. Also located within the Historic District Zone of the campus, the new building will be adjacent to the original Chemistry Building and the Science Building and therefore, will be designed in the spirit of the Spanish Renaissance campus vernacular. The new facility will provide limited office space, a high technology flipped classroom/event space, teaching class labs, collaboration and support spaces, and research space. There are four core shared research labs in the building that include Cell Culture, Histopathology, Human Sampling, and a Clean room. A total of five (5) departments will have a presence in the building including Physics, Geosciences, Psychological Sciences, Biological Sciences, and Chemistry. Site utility infrastructure work will include new direct buried lines from CHACP I to provide heating and cooling for the new facility. The project may include landscape enhancements and public art. The project's design incorporates a new east facing courtyard and science plaza to foster student collaboration.

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

In May 2021, the Board of Regents authorized expenditures of \$6,381,432 to amend the Design Professional Agreement for Stage II services consisting of Design Development ("DD"), Construction Documents ("CD"), Construction Administration ("CA") Phases, and to provide a Statement of Probable Cost and project design schedule. Also, 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 expenditures were funded through the Revenue Finance System ("RFS") repaid with Higher Education Funds ("HEF").

In February 2020, the Board of Regents approved expenditures of \$1,749,251 to execute a Design Professional Agreement and authorize Stage I services in order to move forward on the project's vision through the Programming and Schematic Design phases, provide a Statement of Probable Cost and project schedule. The expenditures were funded through the Revenue Finance System ("RFS") repaid with Higher Education Funds ("HEF").

The vice president for administration and finance 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.

4. TTU: Acknowledge honorific naming of the School of Veterinary Medicine Plaza the Robert L. Duncan Plaza.

Presenters: Mr. Patrick Kramer and President Schovanec
Board approval required by: Section 13.04.2, *Regents' Rules*

Presentation Time: 5 minutes

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents acknowledge the honorific naming of the School of Veterinary Medicine's Plaza as the "Robert L. Duncan Plaza." The anonymous donor concurs with the naming of this open-air space. Signage for the space does specify the approved name.

BACKGROUND INFORMATION

An anonymous donor was considering a gift to the School of Veterinary Medicine ("SVM") and felt the right place to provide support was in this area. The donor felt former Chancellor Robert L. Duncan had a tremendous impact on the School of Veterinary Medicine becoming a reality. Deputy Chancellor Kendra Burris stated, "this donor's admiration for Chancellor Robert Duncan's vision toward establishing this historic and monumental achievement is extraordinary. It's a special occurrence when a donor makes the decision to recognize and honor an individual outside of their own family".

In Duncan's two-plus decades as a Texas legislator, he knew that TTU needed to continue the pursuit of a veterinary school. He'd seen TTU make several attempts only to be impeded.

Duncan became the fourth chancellor of the TTU System in 2014, and one of his goals was to see how Texas Tech could overcome the hurdles that prevented previous efforts and finally secure a veterinary school. He had a vision that TTU's veterinary school would provide innovative solutions for the industry's future... not a duplication of other veterinary schools and would address the shortage of rural and regional veterinarians across the country.

Duncan helped secure both private philanthropic and industry gifts to support construction of the facility and endowment of scholarships for students. During his time as chancellor, Duncan helped secure a \$15 million grant from the Amarillo Economic Development Corporation (AEDC), which later became an agreement to fund up to \$69 million for the building of the SVM facilities. He also helped lead efforts that would result in industry gifts from Amarillo National Bank, Caviness Beef Packers, the Harrington Foundation, and many others.

Duncan was also instrumental in 2016 when he and other TTU System officials testified before the Texas Higher Education Coordinating Board ("THECB") on

the need for a new veterinary school in Texas. The THECB agreed there was a critical shortage of large animal and rural veterinarians in Texas and the implication on the nation's food supply. Therefore, their report offered new recommendations to address the problem and cited Texas Tech's plan to develop a veterinary school with an innovative model that did not repeat existing veterinary education efforts in the state. The first new veterinary school in Texas in more than 100 years would come to fruition through the leadership of Duncan and many others not giving up on the dream.

Regents' Rules, Section 13.04.2 requires board approval of the naming of all buildings, subunits, and other facilities within the TTU System in honor of an individual who, as an employee, has provided exemplary service to the TTU system or who, as a volunteer, has avidly pursued a program of excellence for a department, school, or college or for the TTU system, the State of Texas, or the United States of America.

5. TTUHSC: Authorize acceptance of a Gift-In-Kind of Real Property benefiting Texas Tech University Health Sciences Center.

Presenter: Mr. Patrick Kramer

Presentation Time: 5 minutes

Board approval required by: Section 06.01.2b, *Regents' Rules*; Section 02.03.c, TTUHSC Operating Policies

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents authorize the chancellor or the chancellor's designee to (i) accept a real property gift-in-kind from the Amarillo Area Foundation ("Donor") of 5.00 acres out of 20.95 acres, Section 43, Block 9, B.S. & F. Survey, Potter, County, Texas, with an approximate value of \$1,250,000.00; (ii) approve the execution of the deeded land to Texas Tech University Health Sciences Center, and (iii) report the gift to the Texas Higher Education Coordinating Board ("THECB").

The value of the real property has been quantified by The Steve Rogers Company, a real estate appraisal and services firm based in Amarillo, Texas.

BACKGROUND INFORMATION

The gift property is located west of the Texas Tech University Health Sciences Center Amarillo campus, and is north of Outlook Drive and west of Coulter Street, more particularly described as follows:

5.00 acres out of 20.95 acres, Section 43, Block 9, B.S. & F. Survey, Potter County, Texas.

This vacant tract of land will be used as an expansion for Texas Tech University Health Sciences Center's Amarillo campus.

A preliminary Environmental Site Assessment of the property was conducted by the Institution, and no issues were identified.

The Donor is the only nonprofit community foundation serving the more than 400,000 in the Texas Panhandle. It focused on addressing the community's most critical challenges to create significant, shared, and lasting impact. To date, the Donor has generously contributed over \$10 million to the Texas Tech University System.

Regents' Rules, Section 06.01.2b requires board approval for all gifts of real property, regardless of value, type, location, or designated use of the funds to be derived there from.

Section 02.03.c of Texas Tech University Health Sciences Center operating policies and procedures requires board approval for the acceptance of all gifts of real property.

6. TTUS: Report on Facilities Planning and Construction projects.

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.

**MEETING OF THE
BOARD/
COMMITTEE OF
THE WHOLE**

Meeting of the Board
Thursday, November 18, 2021

Time: 11:00 am

Place: Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas

- I. **Meeting of Standing Committees:** Conducted sequentially and separately from the Meeting of the Board beginning no earlier than ____ am—refer to agenda for each respective committee meeting.
Location: Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas

Agenda

- II. **Meeting of the Board—Call to Order; convene into Open Session of the Board**Chairman Lewis
 - A. TTUS: Strategic Highlight - Report on Strategic Initiatives at TTU President Schovanec

- III. **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 Lewis
 - 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

IV. Open Session: The Board will reconvene in Open Session in the Regents Conference Room (104A), 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 Griffin

V. RecessChairman Lewis

Meeting of the Board
Friday, November 19, 2021

Time: 8:30 am

Place: Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas

Agenda

VI. Meeting of the Board—Call to Order; reconvene into Open Session of the Board. The Board will reconvene in Open Session and meet as a Committee of the Whole and Meeting of the Board to consider and act on:Chairman Lewis

A. Introductions and Recognitions Chancellor Mitchell,
President Hawkins,
Interim President Johnston,
President Schovanec
President Rice-Spearman, and
President Lange

VII. Recess (if necessary, for standing committees to meet; otherwise continue in Open Session (X.)).....Chairman Lewis

VIII. Meeting of Standing Committees (if not concluded on Thursday)

IX. Meeting of the Board—Call to Order; reconvene into Open Session of the Board (only if the Meeting of the Board was recessed to conduct committee meetings)Chairman Lewis

X. Open Session: 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:

A. Approve minutes of Board meetings held on August 5-6, 2021 and September 1, 2021Chairman Lewis

B. Committee of the Whole..... Vice Chairman Griffin

Page
CW

1. ASU, MSU, TTU, TTUHSC, TTUHSC El Paso, TTUSA and TTUS: Approve Consent Agenda; acknowledge review of Information Agenda 10

Consent Agenda

- a. TTU: Approve appointments to the Rural Veterinarian Incentive Program Committee (ACS)
- b. TTUHSC: Approve revised tenure and promotion policy (ACS)
- c. TTU: Approve affirmation of managerial group and exclude members of the Board of Regents from access to classified information (CW)
- d. ASU, MSU, TTU, TTUHSC, and TTUHSC El Paso: Acknowledge the Campus Condition Report (F)
- e. TTUHSC: Approve honorific naming of Texas Tech University Health Sciences Center – Amarillo Campus Standardized Patient Lounge in SimCentral (Tex Nolan Standardized Patient Green Room) (F)
- f. TTUHSC: Approve honorific naming of Texas Tech University Health Sciences Center Neurology Library (Clayton Jay Crofoot Research Library) (F)
- g. TTUHSC El Paso: Approve acceptance of a Gift-In-Kind benefiting the Woody L. Hunt School of Dental Medicine (F)
- h. TTUHSC El Paso: Approve naming of Texas Tech Dental Oral Health Clinic, Oral Surgery Medical Suite 1036 (Rivera Family Suite) (F)
- i. TTUHSC El Paso: Approve honorific naming of Texas Tech Medical Center, Room B05 (Dr. Arvin and Beverly Robinson Conference Room) (F)
- j. ASU: Approve service on an outside board by an executive administrator (FI)
- k. TTUHSC: Determine existence of conflict of interest for lease contract (FI)
- l. MSU: Approve commissioning of police officer (FI)
- m. MSU: Approve interlocal agreements with Wichita County for police and emergency services (FI)
- n. TTU: Approve commissioning of police officers
- o. TTUHSC: Authorize president to execute contract with anesthesiology consultant (FI)

- p. TTUHSC: Approve establishment of a quasi-endowment (FI)
- q. TTUHSC: Approve purchasing contract(s) in excess of \$1,000,000 (FI)
- r. TTUS: Authorize chancellor to execute a contract with Wild Basin I & II Investors, LP (FI)

Information Agenda

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

- (1) ASU, MSU, TTU, TTUHSC and TTUHSC EI Paso: Summary of Revenues and Expenditures by Budget Category, FY 2021 (as of November 30, 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:
<https://www.texas-tech.edu/offices/cfo/board-financial-reports.php>
- (2) TTUHSC and TTUHSC EI Paso: 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) TTUHSC and TTUS: 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) ASU, TTU, TTUHSC and TTUHSC El Paso: 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.
- (5) 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.

- (6) TTU: Emergency or exigent circumstances approval by Section 01.02.1.b and 07.12.3.g, *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... Unless prohibited by law and upon recommendation of the chancellor, when an emergency or exigent circumstances exist and it is not feasible or practical to convene a quorum of the board within the time in which action is needed, approval may be given for a contract by verbal approval of the chair or of the chair of the Finance and Administration Committee. Contracts approved in this manner shall be presented to the board as an information item at the next board meeting."
- (7) ASU, MSU, TTU, TTUHSC and TTUHSC El Paso: Chief Executive Officer Title IX administrative reports as required by Texas Education Code, Section 51.253(c): "Subject to Subsection (d), at least once during each fall or spring semester, the chief executive officer of a postsecondary educational institution shall submit to the institution's governing body and post on the institution's Internet website a report concerning the reports received under Section 51.252. The report: (1) may not identify any person; and (2) must include: (A) the number of reports received under Section 51.252; (B) the number of investigations conducted as a result of those reports; (C) the disposition, if any, of any disciplinary processes arising from those reports; (D) the number of those reports for which the institution determined not to initiate a disciplinary process, if any; and (E) any disciplinary actions taken under Section 51.255." Reports for the most recently completed reporting period are available to the board and are posted on each component institution website.
- (8) TTUHSC: Report on establishment of new centers and institutes per Section 04.11.2., *Regents' Rules*: "The establishment or substantive restructuring of a center, institute, or other academic unit or program not addressed in Section 04.11.1 herein shall be approved by the president, with notice provided to the board via an item in the Information Agenda for the next meeting of the board."

(9) TTUS: Texas Tech Foundation Board nominations by Article IV, Section 2, Amended and Restated Bylaws of Texas Tech Foundation, Inc.: “The Foundation Board shall be composed of not less than twenty-one (21), and not more than forty (40) voting members, elected by the current members, with notice to the Board of Regents. Members of the Foundation Board serve in cooperation and coordination with the Board of Regents. The Foundation Board shall endeavor to have at least one member from each of Lubbock, El Paso and San Angelo or their surrounding areas and shall further endeavor to have members that represent the diverse geographic areas of Texas served by the University System.”

(10) TTU: Naming of a Facility in Recognition of Gifts of Less than \$500,000.00 per Section 13.02.2.b(4) *Regents’ Rules*: “[g]ifts of less than \$500,000.00 that meet the requirements outlined in this chapter for naming of a facility, as defined herein, may be approved by the component institution president, in cooperation and coordination with the VCIA. The item will be placed as an information item at the next board meeting after the public announcement.”

C. Schedule for Board meetings:
 February 24-25, 2022, El Paso
 May 5-6, 2022, Lubbock
 August 11-12, 2022, San Angelo
 November 17-18, 2022, Lubbock Keino McWhinney

D. Student Government Association ReportsKristen Kilpatrick,
 Austin Strode,
 Faisal Al-Hmoud,
 Bernado E. Gonzalez,
 and Alexa Guerrero

XI. Executive Session: The Board may 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 Lewis

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

XII. Open Session: The Board will reconvene in the Regents Conference Room (104A), 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 Griffin
- B. Chairman’s Announcements.....Chairman Lewis

XIII. AdjournmentChairman Lewis

1. **ASU, MSU, TTU, TTUHSC, TTUHSC EI Paso, TTUSA and TTUS: Approve Consent Agenda; acknowledge review of Information Agenda.**

Presenter: Vice Chairman Griffin

Presentation Time: 2 minutes

Board approval required by: Sections 01.02.7.d(4)(b) and 01.02.07.d(4)(c), *Regents' Rules*

RECOMMENDATION

The chancellor recommends that the Board of Regents (i) approves the Consent Agenda for the meeting of November 18-19, 2021; 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

November 18-19, 2021

BOARD OF REGENTS

Mr. J. Michael Lewis, Chairman

Mr. Mark Griffin, Vice Chairman

Ms. Arcilia C. Acosta

Mr. Cody C. Campbell

Mrs. Ginger Kerrick Davis

Mr. Pat Gordon

Mr. John D. Steinmetz

Mr. John B. Walker

Mr. Dusty Womble

Ms. Keaghan Holt, Student-Regent

Standing Committee Chairs and Vice Chairs:

Academic, Clinical and Student Affairs:

Ginger Kerrick Davis (Chair); Pat Gordon (Vice Chair); and Keaghan Holt (Student Regent)

Audit:

John Steinmetz (Chair) and Arcilia Acosta (Vice Chair)

Facilities:

Dusty Womble (Chair) and Mark Griffin (Vice Chair)

Finance and Investments:

John Walker (Chair) and Cody Campbell (Vice Chair)

[NOTE: All nine board members serve as voting members of each committee.]

**TEXAS TECH UNIVERSITY SYSTEM
BOARD OF REGENTS**

November 18-19, 2021

TABLE OF CONTENTS

CONSENT AGENDA

	<u>Page</u>
a. TTU: Approve appointments to the Rural Veterinarian Incentive Program Committee (ACS).....	1
b. TTUHSC: Approve revised tenure and promotion policy (ACS).....	2
c. TTU: Approve affirmation of managerial group and exclude members of the Board of Regents from access to classified information (CW).....	3
d. ASU, MSU, TTU, TTUHSC, and TTUHSC El Paso: Acknowledge the Campus Condition Report (F).....	5
1. ASU: Acknowledge Campus Condition Report	5
2. MSU: Acknowledge the Campus Condition Report.....	8
3. TTU: Acknowledge the Campus Condition Report.....	11
4. TTUHSC: Acknowledge the Campus Condition Report	14
5. TTUHSC El Paso: Acknowledge the Campus Condition Report	17
e. TTUHSC: Approve honorific naming of Texas Tech University Health Sciences Center – Amarillo Campus Standardized Patient Lounge in SimCentral (Tex Nolan Standardized Patient Green Room) (F)	20
f. TTUHSC: Approve honorific naming of Texas Tech University Health Sciences Center Neurology Library (Clayton Jay Crofoot Research Library) (F)	21

g. TTUHSC El Paso: Approve acceptance of a Gift-In-Kind benefiting the Woody L. Hunt School of Dental Medicine (F)..... 22

h. TTUHSC El Paso: Approve naming of Texas Tech Dental Oral Health Clinic, Oral Surgery Medical Suite 1036 (Rivera Family Suite) (F) 23

i. TTUHSC El Paso: Approve honorific naming of Texas Tech Medical Center, Room B05 (Dr. Arvin and Beverly Robinson Conference Room) (F)..... 24

j. ASU: Approve service on an outside board by an executive administrator (FI) 26

k. TTUHSC: Determine existence of conflict of interest for lease contract (FI)..... 27

l. MSU: Approve commissioning of police officer (FI) 28

m. MSU: Approve interlocal agreements with Wichita County for police and emergency services (FI) 29

n. TTU: Approve commissioning of police officers 30

o. TTUHSC: Authorize president to execute contract with anesthesiology consultant (FI)..... 31

p. TTUHSC: Approve establishment of a quasi-endowment (FI) 32

q. TTUHSC: Approve purchasing contract(s) in excess of \$1,000,000 (FI) 33

r. TTUS: Authorize chancellor to execute a contract with Wild Basin I & II Investors, LP (FI)..... 34

INFORMATION AGENDA

(Titles only; full agenda is on page 35)
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, MSU, TTU, TTUHSC and TTUHSC El Paso: Summary of Revenues and Expenditures by Budget Category, FY 2021 (as of August 31, 2021), 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: <https://www.texastech.edu/offices/cfo/board-financial-reports.php>
- (2) **TTUHSC and TTUHSC El Paso: 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.”
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- (5) **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.
- (6) **TTU: Emergency or exigent circumstances approval by Section 01.02.1.b and 07.12.3.g, 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... Unless prohibited by law and upon recommendation of the chancellor, when an emergency or exigent circumstances exist and it is not feasible or practical to convene a quorum of the board within the time in which action is needed, approval may be given for a contract by verbal approval of the chair or of the chair of the Finance and Administration Committee. Contracts approved in this manner shall be presented to the board as an information item at the next board meeting."
- (7) **ASU, MSU, TTU, TTUHSC and TTUHSC El Paso: Chief Executive Officer Title IX administrative reports as required by Texas Education Code, Section 51.253(c):** "Subject to Subsection (d), at least once during each fall or spring semester, the chief executive officer of a postsecondary educational institution shall submit to the institution's governing body and post on the institution's Internet website a report concerning the reports received under Section 51.252. The report: (1) may not identify any person; and (2) must include: (A) the number of reports received under Section 51.252; (B) the number of investigations conducted as a result of those reports; (C) the disposition, if any, of any disciplinary processes arising from those reports; (D) the number of those reports for which the institution determined not to initiate a disciplinary process, if any; and (E) any disciplinary actions taken under Section 51.255." Reports for the most recently completed reporting period are available to the board and are posted on each component institution website.

- (8) **TTUHSC: Report on establishment of new centers and institutes per Section 04.11.2., *Regents' Rules*:** “The establishment or substantive restructuring of a center, institute, or other academic unit or program not addressed in Section 04.11.1 herein shall be approved by the president, with notice provided to the board via an item in the Information Agenda for the next meeting of the board.”
- (9) **TTUS: Texas Tech Foundation Board nominations by Article IV, Section 2, Amended and Restated Bylaws of Texas Tech Foundation, Inc.:** “The Foundation Board shall be composed of not less than twenty-one (21), and not more than forty (40) voting members, elected by the current members, with notice to the Board of Regents. Members of the Foundation Board serve in cooperation and coordination with the Board of Regents. The Foundation Board shall endeavor to have at least one member from each of Lubbock, El Paso and San Angelo or their surrounding areas and shall further endeavor to have members that represent the diverse geographic areas of Texas served by the University System.”
- (10) **TTU: Naming of a Facility in Recognition of Gifts of Less than \$500,000.00 per Section 13.02.2.b(4) *Regents' Rules*:** “[g]ifts of less than \$500,000.00 that meet the requirements outlined in this chapter for naming of a facility, as defined herein, may be approved by the component institution president, in cooperation and coordination with the VCIA. The item will be placed as an information item at the next board meeting after the public announcement.”

a. **TTU: Approve appointments to the Rural Veterinarian Incentive Program Committee.**

Board approval required by: Section 56.103, Texas Education Code

The request is to approve the appointment of two practicing veterinarians to the Rural Veterinarian Incentive Program (“RVIP”) Committee in accordance with Section 56.103, Texas Education Code. Membership on this committee also includes the Dean of the Texas Tech University (“TTU”) School of Veterinary Medicine (“SVM”). This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

Steven Golla, MS, DVM, is a rural veterinary practitioner and beef cattle rancher in New Braunfels. Dr. Golla graduated with his DVM from Texas A&M in 2001. After a number of associate veterinary positions, he founded Chisolm Trail Veterinary Clinic which grew into four locations. In addition to providing veterinary service, he serves as the Regional Operations Manager and Medical Director for Innovative PetCare. In 2011, he was recognized as the TVMA Food Animal Practitioner of the Year. Dr. Golla is an active member of the Texas Veterinary Medicine Association (TVMA) and currently serves as its President.

Courtney Pace, DVM, is a rural veterinary practitioner and owner of South Plains Veterinary Clinic. Dr. Pace worked as a veterinary technician for various veterinarians before and during veterinary school. Dr. Pace graduated from Texas A&M in 2012. After graduation, she developed expertise in equine medicine and surgery but ultimately was drawn to West Texas in 2013 to work with an icon of veterinary medicine on the South Plains, Dr. Budd Farr. In 2017, she bought the practice from Dr. Farr and has provided essential veterinary services to the community and surrounding regions. Her primary interest is equine reproduction and helping rural producers solve veterinary problems.

BACKGROUND INFORMATION

Section 56.103, Texas Education Code delineates the composition of the RVIP Committee. In forming the committee, the Board of Regents of Texas Tech University System is afforded the right to appoint a veterinarian with a mixed animal practice and a veterinarian with a large animal practice to represent the university system.

b. TTUHSC: Approve revised tenure and promotion policy.

Board approval required by: Section 04.02, *Regents' Rules*; HSC Operating Policy 60.01

The request is to approve revisions to the tenure and promotion policy of Texas Tech University Health Sciences Center ("TTUHSC"). This request has been approved administratively by the chancellor and the president and is recommended for approval by the Board of Regents.

The proposed changes to TTUHSC Operating Policy ("OP") 60.01 are included as a supplemental attachment to the agenda.

BACKGROUND INFORMATION

TTUHSC OP 60.01, Tenure and Promotion, provides tenure and promotion guidelines as required by Section 04.02, *Regents' Rules*. The revisions include the addition of the following non-tenure track faculty appointments: (1) professor of practice, (2) associate professor of practice, and (3) assistant professor of practice. These non-clinical titles may apply to non-tenure track faculty members with the appropriate professional credentials to warrant such an appointment. These individuals have exceptional backgrounds and achievement in academic, business, government, or other professional practice. Primary responsibilities will be to teach in an area of expertise and mentor students in career preparation. No other changes to TTUHSC OP 60.01 are proposed at this time.

c. TTU: Approve affirmation of managerial group and exclude members of the Board of Regents from access to classified information.

Board approval required by: Section 01.02.1.b, *Regents' Rules*, and Section 109.001(c), *Texas Education Code, National Industrial Security Program Operating Manual*

The request is to approve the following resolutions affirming the classified material managerial group and excluding members of the Board of Regents from access to classified information, as provided for in the National Industrial Security Program Operating Manual, 32 C.F.R §117.9(d)(1)(v) and §117.9(f). This request was approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

RESOLVED, that those persons occupying the following positions at Texas Tech University ("TTU") be known as the Managerial Group, having the authority and responsibility for the negotiation, execution and administration of User Agency contracts, as described in 32 C.F.R 117, *National Industrial Security Program Operating Manual*:

President, TTU
 Vice President for Research, TTU
 Facility Security Officer, TTU
 Assistant Facility Security Officer(s), TTU

RESOLVED, that the Managerial Group is hereby delegated all of the Board's duties and responsibilities pertaining to the protection of classified information under classified contracts of the Department of Defense or User Agencies of the Industrial Security Program awarded to TTU;

RESOLVED, that the following named officers and members of the Board of Regents shall not require, shall not have, and can be effectively excluded from, access to all classified information in the possession of TTU, and do not occupy positions that would enable them to affect adversely the policies and practices of TTU in the performance of any classified contracts for the Department of Defense or User Agencies of its Industrial Security Program awarded to TTU, and need not be processed for personnel security clearance:

BOARD OF REGENTS
 Mr. J. Michael Lewis
 Mr. John Steinmetz
 Mr. John Walker
 Ms. Ginger Kerrick Davis

Mr. Mark Griffin
Mr. Dusty Womble
Ms. Arcilia Acosta
Mr. Cody Campbell
Mr. Pat Gordon
Ms. Keaghan Holt (Student Regent)

BACKGROUND INFORMATION

Protection of classified information is regulated by the Federal Government. Federal regulations regarding security matters provide a means for the Board of Regents to delegate responsibility for the protection of classified information to a Managerial Group. The alternative to a managerial group is for the Board to retain this responsibility under conditions established by federal regulations and which will require Board members to obtain a security clearance for access to classified information. Most universities elect to establish managerial groups.

To operate with a managerial group, the Board, by federal regulation, must exclude themselves from possessing a security clearance and instead appoint officials of the university to act as the managerial group.

With the appointment of the most recent regents, the Board of Regents must update its statement of exclusion to meet the requirements of federal regulations.

d. **ASU, MSU, TTU, TTUHSC, and TTUHSC El Paso:
Acknowledge the Campus Condition Report.**

1. **ASU: Acknowledge Campus Condition Report.**

Board approval required by: *Texas Education Code*, §61.05821

RECOMMENDATION

The request is to acknowledge Angelo State University's Campus Condition Report. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgement by the Board of Regents.

[NOTE: The ASU Campus Condition Report is attached on the following page.]

BACKGROUND INFORMATION

In accordance with *Texas Education Code*, §61.05821 and the Texas Higher Education Coordinating Board ("THECB") updated rules, as stated in 19 TAC §17.101(2)(B), institutions shall submit a Campus Condition Report to their governing boards each year for their knowledge.

THECB provides a report to institutions called the Building Replacement Estimate Report (formerly referred to as Campus Condition Index Report) to aid institutions in reporting to their respective Boards. Texas Tech will continue to use THECB's former Campus Condition Index Report ("CCIR") summary format, in order to maintain simplicity and consistency.

The report identifies (1) the current accumulated deferred maintenance needs; (2) the projects planned to address accumulated deferred maintenance needs in the next five years; and (3) the actual expenditures on accumulated deferred maintenance in the most recent fiscal year. The categories indicate the type of reinvestment required to maintain existing facilities; whether to stay on schedule, catch up, or convert existing facilities to an optimal condition.

The Campus Condition Report ("CCR") compares the unexpended critical and deferred maintenance to an index value (building replacement value) and estimates the institutions' overall facilities condition. Institutions are rated as good (5% or less), fair (between 5% and 10%), or poor (10% or greater).

Based on the institutions data (1) the Educational and General Campus Condition Index Value ("EGCCIV") or Ratio of Critical and Deferred Maintenance for Educational and General spaces to Educational and

General Building Replacement Estimate Value (“EGBREV”) is 0.0606%; and (2) the Institution-Wide Campus Condition Index Value (“IWCCIV”) or Ratio of Critical and Deferred Maintenance (for all spaces) to the Institution-Wide Building Replacement Estimate Value (“IWBREV”) is 0.0320%. The comparable measures reported in the institution’s fall 2020 Building Replacement Estimate Report were 0.0619% and 0.1434%, respectively.

Angelo State University									
Campus Condition Report - FY2021									
October 19, 2021									
Summary by Period and Category									
Period	Critical	Deferred	Planned	Adaption	Total				
Budgeted - Current Year	\$ 30,000	\$ 66,816	\$ 4,319,967	\$ 2,447,500	\$ 6,864,283				
Expenditures - Previous Year	\$ -	\$ 137,923	\$ 1,609,097	\$ 2,013,462	\$ 3,760,482				
Projected - Years 2 through 5	\$ -	\$ -	\$ 7,234,000	\$ 9,005,000	\$ 16,239,000				
Unbudgeted - Current Year	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000				
Total	\$ 30,000	\$ 354,739	\$ 13,163,064	\$ 13,465,962	\$ 27,013,765				
Summary by Type and Category									
Maintenance Type	Critical	Deferred	Planned	Adaption	Total				
Architectural	\$ -	\$ 216,000	\$ 2,887,717	\$ 8,042,366	\$ 11,146,083				
HVAC	\$ -	\$ 105,194	\$ 729,329	\$ 191,770	\$ 1,026,293				
Plumbing and Electrical	\$ 30,000	\$ 14,698	\$ 3,627,744	\$ 862,466	\$ 4,534,908				
Safety	\$ -	\$ -	\$ 2,640,000	\$ 297,430	\$ 2,937,430				
Legal and Mandatory	\$ -	\$ 18,847	\$ -	\$ 21,930	\$ 40,777				
Other	\$ -	\$ -	\$ 3,278,274	\$ 4,050,000	\$ 7,328,274				
Total	\$ 30,000	\$ 354,739	\$ 13,163,064	\$ 13,465,962	\$ 27,013,765				
Top Five Priority Projects									
Priority	Name	Period	Category	Type	Amount				
1	Hydronic Line Leak Repair	Budgeted - Current Year	Critical Deferred Maintenance	Plumbing and Electrical	\$ 30,000				
2	1st Floor Student Learning Commons	Budgeted - Current Year	Facility Adaption	Architectural	\$ 1,000,000				
3	Telescoping Seating Replacement	Budgeted - Current Year	Planned Maintenance	Safety	\$ 1,800,000				
4	Roof Replacement	Budgeted - Current Year	Planned Maintenance	Architectural	\$ 260,000				
5	Roof Replacement	Budgeted - Current Year	Planned Maintenance	Architectural	\$ 250,000				
	E&G Deferred Maintenance	\$ 234,739							
	Non-E&G Deferred Maintenance	\$ 150,000							
	Total Deferred Maintenance	\$ 384,739							
	THECB - Fall 2020 Building Replacement Estimate Report								
	Educational and General Campus Condition Index Value (EGCCIV)	\$ 387,262,129							0.0606%
	Institution-Wide Campus Condition Index Value (IWCCIV)	\$ 1,201,573,385							0.0320%

2. MSU: Acknowledge the Campus Condition Report.

Board approval required by: *Texas Education Code*, §61.05821

RECOMMENDATION

The request is to acknowledge Midwestern State University's Campus Condition Report. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgement by the Board of Regents.

[NOTE: The MSU Campus Condition Report is attached on the following page.]

BACKGROUND INFORMATION

In accordance with *Texas Education Code*, §61.05821 and the Texas Higher Education Coordinating Board ("THECB") updated rules, as stated in 19 TAC §17.101(2)(B), institutions shall submit a Campus Condition Report to their governing boards each year for their knowledge.

THECB provides a report to institutions called the Building Replacement Estimate Report (formerly referred to as Campus Condition Index Report) to aid institutions in reporting to their respective Boards. Texas Tech will continue to use THECB's former Campus Condition Index Report ("CCIR") summary format, in order to maintain simplicity and consistency.

The report identifies (1) the current accumulated deferred maintenance needs; (2) the projects planned to address accumulated deferred maintenance needs in the next five years; and (3) the actual expenditures on accumulated deferred maintenance in the most recent fiscal year. The categories indicate the type of reinvestment required to maintain existing facilities; whether to stay on schedule, catch up, or convert existing facilities to an optimal condition.

The Campus Condition Report ("CCR") compares the unexpended critical and deferred maintenance to an index value (building replacement value) and estimates the institutions' overall facilities condition. Institutions are rated as good (5% or less), fair (between 5% and 10%), or poor (10% or greater).

Based on the institutions data (1) the Educational and General Campus Condition Index Value ("EGCCIV") or Ratio of Critical and Deferred Maintenance for Educational and General spaces to Educational and General Building Replacement Estimate Value ("EGBREV") is 0.4561%; and (2) the Institution-Wide Campus Condition Index Value ("IWCCIV") or Ratio of Critical and Deferred Maintenance (for all spaces) to the

Institution-Wide Building Replacement Estimate Value (“IWBREV”) is 0.1778%.

Midwestern State University									
Campus Condition Report - FY2021									
October 15, 2021									
Summary by Period and Category									
Period	Critical	Deferred	Planned	Adaption	Total				
Budgeted - Current Year	\$ 15,776	\$ 351,099	\$ 1,932,181	\$ 81,279	\$ 2,380,335				
Expenditures - Previous Year	\$ 80,495	\$ 99,341	\$ 418,828	\$ 688,133	\$ 1,286,797				
Projected - Years 2 through 5	\$ -	\$ 1,278,300	\$ 14,943,500	\$ 1,389,500	\$ 17,611,300				
Unbudgeted - Current Year	\$ -	\$ -	\$ -	\$ -	\$ -				
Total	\$ 96,271	\$ 1,728,740	\$ 17,294,509	\$ 2,158,912	\$ 21,278,432				
Summary by Type and Category									
Maintenance Type	Critical	Deferred	Planned	Adaption	Total				
Architectural	\$ -	\$ 614,892	\$ 5,248,492	\$ 1,563,464	\$ 7,426,848				
HVAC	\$ 86,875	\$ 322,590	\$ 3,119,547	\$ 6,960	\$ 3,535,972				
Plumbing and Electrical	\$ 9,306	\$ 116,355	\$ 3,299,969	\$ 32,709	\$ 3,458,339				
Safety	\$ 90	\$ 13,856	\$ 1,807,485	\$ 308,279	\$ 2,129,710				
Legal and Mandatory	\$ -	\$ 6,448	\$ 991,286	\$ 80,000	\$ 1,077,734				
Other	\$ -	\$ 654,599	\$ 2,827,730	\$ 167,500	\$ 3,649,829				
Total	\$ 96,271	\$ 1,728,740	\$ 17,294,509	\$ 2,158,912	\$ 21,278,432				
Top Five Priority Projects									
Priority	Name	Period	Category	Type	Amount				
1	Repair concrete deck, new blades, 2 cooling towers	Budgeted - Current Year	Planned Maintenance	HVAC	\$ 105,000				
2	Renovate south Hardin restrooms	Budgeted - Current Year	Facility Adaption	Architectural	\$ 140,000				
3	East sidewall of B-tunnel repairs	Budgeted - Current Year	Planned Maintenance	HVAC	\$ 175,000				
4	Purchase and install Knox boxes for fire dept.	Budgeted - Current Year	Planned Maintenance	Safety	\$ 30,000				
5	Complete LED lighting retrofit on 2nd, 3rd floors	Budgeted - Current Year	Planned Maintenance	Plumbing and Electrical	\$ 80,000				
	E&G Deferred Maintenance	\$ 1,506,942							
	Non-E&G Deferred Maintenance	\$ 256,798							
	Total Deferred Maintenance	\$ 1,763,740							
	THECB - Fall 2020 Building Replacement Estimate Report								
	Educational and General Campus Condition Index Value (EGCCIV)	\$ 330,396,496							0.4561%
	Institution-Wide Campus Condition Index Value (IWCCIV)	\$ 991,915,777							0.1778%

3. TTU: Acknowledge the Campus Condition Report.

Board approval required by: *Texas Education Code*, §61.05821

RECOMMENDATION

The request is to acknowledge Texas Tech University's Campus Condition Report. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgement by the Board of Regents.

[NOTE: The TTU Campus Condition Report is attached on the following page.]

BACKGROUND INFORMATION

In accordance with *Texas Education Code*, §61.05821 and the Texas Higher Education Coordinating Board ("THECB") updated rules, as stated in 19 TAC §17.101(2)(B), institutions shall submit a Campus Condition Report to their governing boards each year for their knowledge.

THECB provides a report to institutions called the Building Replacement Estimate Report (formerly referred to as Campus Condition Index Report) to aid institutions in reporting to their respective Boards. Texas Tech will continue to use THECB's former Campus Condition Index Report ("CCIR") summary format, in order to maintain simplicity and consistency.

The report identifies (1) the current accumulated deferred maintenance needs; (2) the projects planned to address accumulated deferred maintenance needs in the next five years; and (3) the actual expenditures on accumulated deferred maintenance in the most recent fiscal year. The categories indicate the type of reinvestment required to maintain existing facilities; whether to stay on schedule, catch up, or convert existing facilities to an optimal condition.

The Campus Condition Report ("CCR") compares the unexpended critical and deferred maintenance to an index value (building replacement value) and estimates the institutions' overall facilities condition. Institutions are rated as good (5% or less), fair (between 5% and 10%), or poor (10% or greater).

Based on the institutions data (1) the Educational and General Campus Condition Index Value ("EGCCIV") or Ratio of Critical and Deferred Maintenance for Educational and General spaces to Educational and General Building Replacement Estimate Value ("EGBREV") is 0.3707%; and (2) the Institution-Wide Campus Condition Index Value ("IWCCIV") or Ratio of Critical and Deferred Maintenance (for all spaces) to the Institution-Wide Building Replacement Estimate Value ("IWBREV") is

0.2242%. The comparable measures reported in the institution's fall 2020 Building Replacement Estimate Report were 0.2442% and 0.1727%, respectively.

Texas Tech University
Campus Condition Report - FY2021
 October 15, 2021

Summary by Period and Category						
Period	Critical	Deferred	Planned	Adaptation	Total	
Budgeted - Current Year	\$ -	\$ 11,734,450	\$ 16,409,635	\$ 65,485,337	\$ 93,629,422	
Previous Expenditures	\$ -	\$ 2,046,503	\$ 5,390,763	\$ 42,348,405	\$ 49,785,671	
Projected - Years 2 Through 5	\$ -	\$ 1,080,000	\$ 18,725,000	\$ -	\$ 19,805,000	
Unbudgeted - Current Year	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ 14,860,953	\$ 40,525,398	\$ 107,833,742	\$ 163,220,093	
Summary by Type and Category						
Maintenance Type	Critical	Deferred	Planned	Adaptation	Total	
Architectural	\$ -	\$ 5,517,793	\$ 9,518,279	\$ 88,802,127	\$ 103,838,199	
HVAC	\$ -	\$ 6,473,840	\$ 18,153,580	\$ 8,727,652	\$ 33,355,072	
Plumbing and Electrical	\$ -	\$ 2,284,392	\$ 5,883,618	\$ 4,296,708	\$ 12,464,718	
Safety	\$ -	\$ -	\$ 2,834,114	\$ 3,170,456	\$ 6,004,570	
Legal and Mandatory	\$ -	\$ 320,000	\$ 1,747,755	\$ 1,538,577	\$ 3,606,332	
Other	\$ -	\$ 264,928	\$ 2,388,052	\$ 1,298,222	\$ 3,951,202	
Total	\$ -	\$ 14,860,953	\$ 40,525,398	\$ 107,833,742	\$ 163,220,093	

Top Five Priority Projects						
Priority	Project Name	Period	Category	Type	Amount	
1	Museum - Replace 2 Cooling Towers	Budgeted - Current Year	Deferred Maintenance	HVAC	\$ 600,000	
2	Museum - Replace AHU6 & AHU7 and Controls	Budgeted - Current Year	Deferred Maintenance	HVAC	\$ 350,000	
3	Museum - Replace One Chiller	Budgeted - Current Year	Deferred Maintenance	HVAC	\$ 6,000,000	
4	Exterior Utilities - Indiana Lift Station Pump Replacement	Budgeted - Current Year	Deferred Maintenance	Plumbing and Electrical	\$ 300,000	
5	Agricultural Sciences - Basement ADA Access (Elevator)	Budgeted - Current Year	Planned Maintenance	Legal and Mandatory	\$ 425,000	
	E&G Deferred Maintenance	\$ 8,203,347				
	Non-E&G Deferred Maintenance	\$ 4,611,103				
	Total Deferred Maintenance	\$ 12,814,450				
	THECB - Fall 2020 Building Replacement Estimate Report					
	Educational and General Campus Condition Index Value (EGCCIV)	\$ 2,213,220,780				0.3707%
	Institution-Wide Campus Condition Index Value (IWCCIV)	\$ 5,716,435,052				0.2242%

4. **TTUHSC: Acknowledge the Campus Condition Report.**

Board approval required by: *Texas Education Code*, §61.05821

RECOMMENDATION

The request is to acknowledge Texas Tech University Health Sciences Center's Campus Condition Report. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgement by the Board of Regents.

[NOTE: The TTUHSC Campus Condition Report is attached on the following page.]

BACKGROUND INFORMATION

In accordance with *Texas Education Code*, §61.05821 and the Texas Higher Education Coordinating Board ("THECB") updated rules, as stated in 19 TAC §17.101(2)(B), institutions shall submit a Campus Condition Report to their governing boards each year for their knowledge

THECB provides a report to institutions called the Building Replacement Estimate Report (formerly referred to as Campus Condition Index Report) to aid institutions in reporting to their respective Boards. Texas Tech will continue to use THECB's former Campus Condition Index Report ("CCIR") summary format, in order to maintain simplicity and consistency.

The report identifies (1) the current accumulated deferred maintenance needs; (2) the projects planned to address accumulated deferred maintenance needs in the next five years; and (3) the actual expenditures on accumulated deferred maintenance in the most recent fiscal year. The categories indicate the type of reinvestment required to maintain existing facilities; whether to stay on schedule, catch up, or convert existing facilities to an optimal condition.

The Campus Condition Report ("CCR") compares the unexpended critical and deferred maintenance to an index value (building replacement value) and estimates the institutions' overall facilities condition. Institutions are rated as good (5% or less), fair (between 5% and 10%), or poor (10% or greater).

Based on the institutions data (1) the Educational and General Campus Condition Index Value ("EGCCIV") or Ratio of Critical and Deferred Maintenance for Educational and General spaces to Educational and General Building Replacement Estimate Value ("EGBREV") is 0.0713%; and (2) the Institution-Wide Campus Condition Index Value ("IWCCIV") or Ratio of Critical and Deferred Maintenance (for all spaces) to the

Institution-Wide Building Replacement Estimate Value (“IWBREV”) is 0.0938%. The comparable measures reported in the institution’s fall 2020 Building Replacement Estimate Report were 0.0840% and 0.1036%, respectively.

Texas Tech University Health Sciences Center									
Campus Condition Report - FY 2021									
October 7, 2021									
Summary by Period and Category									
Period	Critical	Deferred	Planned	Adaptation	Total				
Budgeted - Current Year	\$ -	\$ 1,417,000	\$ 7,943,352	\$ 3,323,281	\$ 12,683,633				
Expenditures - Previous Year	\$ -	\$ 1,592,621	\$ 5,579,804	\$ 208,237	\$ 7,380,662				
Projected - Years 2 through 5	\$ -	\$ -	\$ 24,769,384	\$ 19,900,000	\$ 44,669,384				
Unbudgeted - Current Year	\$ -	\$ -	\$ -	\$ -	\$ -				
Total	\$ -	\$ 3,009,621	\$ 38,292,540	\$ 23,431,518	\$ 64,733,679				
Summary by Type and Category									
Maintenance Category	Critical	Deferred	Planned	Adaptation	Total				
Architectural	\$ -	\$ -	\$ 9,617,033	\$ 22,748,993	\$ 32,366,026				
HVAC	\$ -	\$ 2,704,541	\$ 15,387,724	\$ 682,525	\$ 18,774,790				
Plumbing and Electrical	\$ -	\$ 250,000	\$ 5,752,254	\$ -	\$ 6,002,254				
Safety	\$ -	\$ 55,080	\$ 4,631,295	\$ -	\$ 4,686,375				
Legal and Mandatory	\$ -	\$ -	\$ 952,403	\$ -	\$ 952,403				
Other	\$ -	\$ -	\$ 1,951,830	\$ -	\$ 1,951,830				
Total	\$ -	\$ 3,009,621	\$ 38,292,540	\$ 23,431,518	\$ 64,733,679				
Top Five Priority Projects									
Priority	Project Name	Period	Category	Type	Amount				
1	Amarillo SOM - Fill in of shell space on B700	Budgeted - Current Year	Planned Maintenance	Architectural	\$ 800,000				
2	Amarillo SOM - Replace Chilliers	Budgeted - Current Year	Planned Maintenance	HVAC	\$ 750,000				
3	Amarillo SOP - Upgrade 336 classroom	Budgeted - Current Year	Planned Maintenance	Architectural	\$ 710,000				
4	Amarillo SOM - Controls upgrade	Budgeted - Current Year	Planned Maintenance	HVAC	\$ 559,000				
5	Lubbock Main Elevator 4,5,6 upgrade	Budgeted - Current Year	Planned Maintenance	Safety	\$ 540,000				
	E&G Deferred Maintenance	\$ 761,205							
	Non-E&G Deferred Maintenance	\$ 655,795							
	Total Deferred Maintenance	\$ 1,417,000							
	THECB - Fall 2020 Building Replacement Estimate Report								
	Educational and General Campus Condition Index Value (EGCCIV)	\$ 1,067,826,359						0.0713%	
	Institution-Wide Campus Condition Index Value (IWCCIV)	\$ 1,510,965,812						0.0938%	

5. TTUHSC El Paso: Acknowledge the Campus Condition Report.

Board approval required by: *Texas Education Code*, §61.05821

RECOMMENDATION

The request is to acknowledge Texas Tech University Health Sciences Center El Paso's Campus Condition Report. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgement by the Board of Regents.

[NOTE: The TTUHSC El Paso Campus Condition Report is attached on the following page.]

BACKGROUND INFORMATION

In accordance with *Texas Education Code*, §61.05821 and the Texas Higher Education Coordinating Board ("THECB") updated rules, as stated in 19 TAC §17.101(2)(B), institutions shall submit a Campus Condition Report to their governing boards each year for their knowledge.

THECB provides a report to institutions called the Building Replacement Estimate Report (formerly referred to as Campus Condition Index Report) to aid institutions in reporting to their respective Boards. Texas Tech will continue to use THECB's former Campus Condition Index Report ("CCIR") summary format, in order to maintain simplicity and consistency.

The report identifies (1) the current accumulated deferred maintenance needs; (2) the projects planned to address accumulated deferred maintenance needs in the next five years; and (3) the actual expenditures on accumulated deferred maintenance in the most recent fiscal year. The categories indicate the type of reinvestment required to maintain existing facilities; whether to stay on schedule, catch up, or convert existing facilities to an optimal condition.

The Campus Condition Report ("CCR") compares the unexpended critical and deferred maintenance to an index value (building replacement value) and estimates the institutions' overall facilities condition. Institutions are rated as good (5% or less), fair (between 5% and 10%), or poor (10% or greater).

Based on the institutions data (1) the Educational and General Campus Condition Index Value ("EGCCIV") or Ratio of Critical and Deferred Maintenance for Educational and General spaces to Educational and General Building Replacement Estimate Value ("EGBREV") is 0.5054%; and (2) the Institution-Wide Campus Condition Index Value ("IWCCIV") or

Ratio of Critical and Deferred Maintenance (for all spaces) to the Institution-Wide Building Replacement Estimate Value (“IWBREV”) is 0.8225%. The comparable measures reported in the institution’s fall 2020 Building Replacement Estimate Report were 0.5544% and 0.9140%, respectively.

e. **TTUHSC: Approve honorific naming of Texas Tech University Health Sciences Center – Amarillo Campus Standardized Patient Lounge in SimCentral (Tex Nolan Standardized Patient Green Room).**

Board approval required by: Section 13.04.2, *Regents' Rules*

The request is to approve the honorific naming of Texas Tech University Health Sciences Center – Amarillo Campus Standardized Patient Lounge in SimCentral the “Tex Nolan Standardized Patient Green Room.” Signage for the space will specify the approved name. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

George “Tex” Nolan was a highly respected employee in the Standardized Patient program at TTUHSC Amarillo’s SimCentral. He began working as a standardized patient officially in 2013, after several years of voluntary work with the TTUHSC School of Pharmacy.

“Tex” worked in the public school system for 46 years. His career began in 1963 as a coach at Robert E. Lee Junior High in Pampa, TX. He would go on to coach for Sunray ISD in 1966, then to Dalhart ISD in 1981, before becoming assistant principal and then principal of Highland Park ISD in 1989. In 1991, “Tex” became the assistant athletic director for Amarillo ISD, and in 1996 he assumed the athletic director position, which he served until his retirement in 2009.

“Tex” was motivated to serve as a standardized patient after receiving a liver transplant in 2001. His passion for standardized patient work was so great, that he often missed family vacations and events because of his personal obligation to serve the future health care workers of our community. He took the work very seriously, often rehearsing his roles with members of his family. In addition, he advocated for organ and blood donation, and was a regular at blood drives, thanking donors for their life saving gift. His service to the Texas panhandle community is felt by many, including his family, and the students, faculty, and staff of TTUHSC in Amarillo.

Regents' Rules, Section 13.04.2 requires board approval of the naming of all buildings, subunits, and other facilities within the TTU System in honor of an individual who, as an employee, has provided exemplary service to the TTU system or who, as a volunteer, has avidly pursued a program of excellence for a department, school, or college or for the TTU system, the State of Texas, or the United States of America.

f. **TTUHSC: Approve honorific naming of Texas Tech University Health Sciences Center Neurology Library (Clayton Jay Crofoot Research Library).**

Board approval required by: Section 13.04.2, *Regents' Rules*

The request is to approve the honorific naming of Texas Tech University Health Sciences Center Neurology Library the "Clayton Jay Crofoot Research Library." Signage for the space will specify the approved name. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

Jay and Kelly Crofoot ("Donors") are generous supporters of the Texas Tech University System and its component institutions. They established the Crofoot Endowment in Epilepsy (the "Endowment") within the Department of Neurology at TTUHSC in 2006. The Endowment has supported treatment for epilepsy patients who otherwise could not afford treatments. The Donors have served the Texas Tech University System in various roles and have continued to be great advocates in the community.

Regents' Rules, Section 13.04.2 requires board approval of the naming of all buildings, subunits, and other facilities within the TTU System in honor of an individual who, as an employee, has provided exemplary service to the TTU system or who, as a volunteer, has avidly pursued a program of excellence for a department, school, or college or for the TTU system, the State of Texas, or the United States of America.

g. TTUHSC El Paso: Approve acceptance of a Gift-In-Kind benefiting the Woody L. Hunt School of Dental Medicine.

Board approval required by: Section 06.01.2b, *Regents' Rules*

The request is to approve acceptance of a gift-in-kind from Bien-Air USA, Inc. Medical Technologies of 145 units of Optima MCX System with Endo and Implant Capabilities electric handpiece systems with a total value of \$427,750.00. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

Bien-Air USA, Inc. Medical Technologies ("Donor") made a generous contribution of 145 units of the Optima MCX System with Endo and Implant Capabilities electric handpiece systems. The value of an individual unit is \$2,950. The total value of all kits of \$427,750.00. The gift will be used to provide dental students a hands-on learning experience with real-world equipment in a clinic setting.

Bien-Air was founded in 1959 in Switzerland. Since its inception, Bien Air has become renowned for their products' exceptional precision and performance. Its dental division is one of the worldwide leaders in dental high-quality micromotors and handpieces.

Regents' Rules Section 06.01.2b requires board approval of the acceptance of gifts, including gifts-in-kind.

h. TTUHSC El Paso: Approve naming of Texas Tech Dental Oral Health Clinic, Oral Surgery Medical Suite 1036 (Rivera Family Suite).

Board approval required by: Section 13.02.2a, *Regents' Rules*

The request is to approve naming the Texas Tech Dental Oral Health Clinic, Oral Surgery Medical Suite 1036 the "Rivera Family Suite." Signage for the space will specify the approved name. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

Dr. Jaime and Mrs. Karina Rivera ("Donors") made a generous contribution of \$25,000 to support the Woody L. Hunt School of Dental Medicine General Scholarship Endowment. To honor and recognize this contribution, Oral Surgery Medical Suite 1036 within the Texas Tech Dental Oral Health Clinic will be named the "Rivera Family Suite". Signage for the space will specify the approved name.

Jaime received his bachelor's degree from the University of California, Los Angeles, his Doctor of Dental Medicine from Temple University School of Dentistry and completed his orthodontic residency at the University of Texas Health Sciences Center, San Antonio. In 2013, he and Karina moved to El Paso and opened Rivera Orthodontics. The Donors are active in their community. They reside in El Paso, Texas.

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 13.02.2a requires board approval for naming of a facility within the TTU system resulting from a private gift.

i. TTUHSC El Paso: Approve honorific naming of Texas Tech Medical Center, Room B05 (Dr. Arvin and Beverly Robinson Conference Room).

Board approval required by: Section 13.04.2, *Regents' Rules*

The request is to approve an honorific naming of the Texas Tech Medical Center, Room B05 the "Dr. Arvin and Beverly Robinson Conference Room." Signage for the space will specify the approved name. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

Dr. Arvin and Beverly Robinson have been instrumental in building the radiology department and starting the radiology residency program at Texas Tech University Health Sciences Center El Paso ("TTUHSC EP"). Dr. Robinson's leadership led to growth in the department faculty and services. The Robinson's personal giving total to TTUHSC EP is over \$210,000, largely to support an endowed chair in radiology.

Dr. Robinson has a long and distinguished career in academic radiology:

- 1964 MD Medical College of Virginia,
- 2005 MPH University of Rochester (Clinical Investigation),
- 1965-68 Radiology Residency, Duke University
- 1968-69 Pediatric Radiology Fellowship, Duke University
- 1969-71 Major, US Army, Fitzsimons General Hospital, Denver
- 2004-16 PLFSOM, Texas Tech University HSC, El Paso
 - 2004-16 Clinical Professor of Radiology
 - 2005-06 Interim Regional Chairman of Radiology
 - 2006-13 Chairman of Radiology
 - 2008-15 Radiology Residency Program Director
 - 2016 Chair Emeritus of Radiology
- Residency Program Director in 5 other Radiology departments
- Professor and Chairman of Radiology at 4 other medical schools

His honors and awards include the following:

- 1979 Fellow, American College of Radiology (fewer than 10% of practicing radiologists are recognized as Fellow, ACR)
- 1983 Alpha Omega Alpha Honor Medical Society, Faculty Member
- 1998 Univ. Rochester Radiology Resident Teaching Award
- 1999 Association of University Radiology Gold Medal
- 2004 Univ. Rochester annual Arvin E. Robinson Senior Faculty Teaching Award
- 2004 Univ. Rochester Radiology Residents Lifetime Achievement Award
- 2004 Professor Emeritus, Univ. Rochester

- 2010 Faculty of the Year, Texas Tech El Paso
- 2012 Robinson Scholarship for Residency Training in Acad. Rad., Texas Tech El Paso

Regents' Rules, Section 13.04.2 requires board approval of the naming of all buildings, subunits, and other facilities within the TTU System in honor of an individual who, as an employee, has provided exemplary service to the TTU system or who, as a volunteer, has avidly pursued a program of excellence for a department, school, or college or for the TTU system, the State of Texas, or the United States of America.

j. ASU: Approve service on an outside board by an executive administrator.

Board approval required by: Section 03.07.2.b *Regents' Rules*

The request is to approve service on an outside board by an executive administrator listed below. This request has been reviewed administratively by the chancellor and is recommended for approval by the Board of Regents.

President Ronnie Hawkins, Jr. of Angelo State University has been asked to serve on the Air University Board of Visitors for a three (3) year term. Air University ("AU"), headquartered at Maxwell AFB, Alabama, is a major component of Air Education and Training Command ("AETC") and is the lead agent for Air Force education. AU provides the full spectrum of Air Force education, encompassing pre-commissioning programs for new officers; graduate programs in specialized military disciplines; progressive, career-long professional military development for officer, enlisted, and civilian Airmen; and specialized programs for US cabinet appointees, senior executive service ("SES") civilians, and general officers.

Further, the vice chancellor and general counsel has evaluated President Hawkins' potential service on this outside board and has found that no conflict of interest exists. President Hawkins will serve without compensation but may be reimbursed for necessary travel and per diem in the performance of his duties.

BACKGROUND INFORMATION

Section 03.07.2.b *Regents' Rules* require board approval for an appointment or re-appointment to the governing board of an entity other than the TTU system.

k. TTUHSC: Determine existence of conflict of interest for lease contract.

Board approval required by: Section 51.923, Texas Education Code and Section 03.03.5.9, *Regents' Rules*

The request is to determine and disclose of a conflict of interest identified by Regent Campbell and to authorize the president to approve and execute a lease contract (CON3147213) with Winpark Place LLC, to acquire space for Texas Tech University Health Sciences Center ("TTUHSC") School of Medicine at the Amarillo campus location. 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 Amarillo Department of Pediatrics is proud to provide great patient care in both General Pediatrics and Pediatric Subspecialties to the Texas Panhandle. We serve a large population of Medicaid patients and seek to better diversify payor mix in order to offset expenses that cannot otherwise be afforded without external support. This general pediatrics clinic will be located in a prime area of Amarillo for insured patients and will be run as a clinic providing patient care in a manner more competitive to other private pediatricians in Amarillo with dedicated faculty physicians and advanced practice providers. Increased revenue brought in from this clinic will help ensure the Department of Pediatrics in Amarillo can continue its mission of education, research, and patient care to all children in the community.

TTUHSC issued solicitation RFP 739-SL3041432 - Lease of Space General Pediatrics & Subspecialty Clinic (Amarillo, Texas) on June 28, 2021, for available space in the Amarillo area and selected suite 500 encompassing an expected 5,460 square feet as proposed by Winpark Place LLC represented by Gaut Whittenburg Emerson Commercial Real Estate LLC, located at 6017 Hillside Rd, having an initial term of four years, and one additional option of four years at TTUHSC's unilateral option to exercise. This contract may be terminated without cause following the initial four-year term. The annual rent for this lease contract is \$163,800 or \$30.00/square foot.

Ownership interest by Regent Campbell as co-founder and co-CEO of Double Eagle Energy Holdings III LLC and Double Eagle Development presents a conflict of interest with the business interest described above. To address this conflict, the Texas Education Code 51.923 and Section 03.03.5.a, *Regents' Rules*, allows a higher education agency to conduct business with an entity in which a regent or a regent's family member has a financial interest so long as the regent 1) discloses the conflict of interest in an open meeting; and 2) abstains from the Board's consideration of transactions related to the conflict.

I. MSU: Approve commissioning of police officer.

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

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

Wendell W. Smith, effective October 8, 2021

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.

m. **MSU: Approve interlocal agreements with Wichita County for police and emergency services.**

Board approval required by: *Texas Government Code* Section 791.011(d)(1)

The request is to authorize the chairman of the Board of Regents or his designee to sign two interlocal agreements with Wichita County: one for police services by the county sheriff and one for emergency management services. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

Midwestern State University (“MSU”) is requesting approval of two interlocal cooperation agreements between the University and Wichita County to establish formal working mutual aid relationships in support of police and emergency management services. MSU currently has such agreements with the City of Wichita Falls for public safety and municipal court services and one for fire suppression and emergency management services. Interlocal agreements are authorized by Chapter 791 of the Texas Government Code. The two agreements with Wichita County are for police services by the county sheriff’s office and one for emergency management services. These agreements relate to audit recommendations from the 2017 Clery Act Compliance and the 2019 Safety and Security audits.

The term of each agreement is for one year and shall automatically renew annually on the anniversary of the effective date of the agreement for additional one-year terms unless either party gives written notice of termination thirty calendar days prior to the expiration of the then current term.

Each respective interlocal agreement is included as a supplemental attachment to the agenda.

BACKGROUND INFORMATION

Section 791.011(d)(1) of the *Texas Government Code* requires approval of the governing body of Midwestern State University.

n. TTU: Approve commissioning of police officers.

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

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

Niccolas Swartz, effective May 4, 2021
Caleb Gilster, effective May 4, 2021
James Black, effective August 27, 2021
Mikayla Burres, effective August 27, 2021

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.

o. TTUHSC: Authorize president to execute contract with anesthesiology consultant

Board approval required by: Section 07.12.4.e.2.a, *Regents' Rules*

The request is to authorize the president to approve and execute a contract with a Consultant to provide Department of Anesthesiology Assessment Services. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

The Consultant's service deliverable is to validate Texas Tech University Health Sciences Center's ("TTUHSC") Department of Anesthesiology compensation and provider design (physician/CRNA). An extensive review will allow the selected Consultant to make recommendations including (1) provider mix appropriate for need, (2) the amount of subsidy provided by teaching hospital, and (3) improvement opportunities.

TTUHSC issued a Request for Proposal 739-SL3105470 ("RFP") in January 2021 seeking competitive responses from qualified vendors which resulted in an award to MGMA-ACMPE as the most qualified Consultant, possessing the best overall value to TTUHSC.

The anticipated cost of the resulting contract (CON3169762) will not exceed \$40,000, including any reimbursement for Consultants' actual travel, lodging, and out-of-pocket expenses related to the services provided. A contract is expected to be effective on or about November 20, 2021, and will end on August 31, 2022.

BACKGROUND INFORMATION

Section 07.12.4.e.2.a *Regents' Rules*, requires Board approval on consulting contracts with an initial consideration in excess of \$25,000 or a consulting contract where the initial consideration was \$25,000 or less and the modification will cause the total consideration to exceed \$25,000.

p. TTUHSC: Approve establishment of a quasi-endowment.

Board approval required by: Section 01.02.8.d.(3)(k) , *Regents' Rules* and Section 02, Investment Policy Statement for the Long Term Investment Fund

The request is to establish a quasi-endowment to support Texas Tech University Health Sciences Center ("TTUHSC") strategic initiatives and operations and to authorize additional institutional funds to be added to the endowment at the discretion of the president. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

TTUHSC currently has non-endowment institutional funds invested in the Long Term Investment Fund ("LTIF") that have grown from an original investment of \$5,000,000 in 1996 to the current balance of \$10,614,857. These funds will be used to establish the requested endowment. The president may authorize additional institutional funds to be added to the corpus of the endowment based on a recommendation from the TTUHSC Chief Financial Officer. The endowment earnings will be at the discretion of the president to support TTUHSC strategic initiatives and operations.

BACKGROUND INFORMATION

Per Section 01.02.8.d.(3)(k) *Regents' Rules*, the Finance and Investments Committee shall review and approve all quasi-endowments that exceed \$250,000. Per the Investment Policy Statement for the Long Term Investment Fund, a quasi-endowment fund is established by the Board to function like an endowment fund, which may be totally expended at any time at the discretion of the Board.

q. TTUHSC: Approve purchasing contract(s) in excess of \$1,000,000.

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

The request is to approve purchasing contracts in accordance with *Regents' Rules* 07.12.3.a. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

The table as included below shows the purchasing contract(s) for which Board approval is required.

Section 07.12.3.a and 07.12.3.c, *Regents' Rules*

Component	Vendor (include Contract #)	Service or Goods to be provided	Estimated per annum expenditures	Estimated term expenditures (includes renewals)	Start Date	End Date	New/ Extension	Procurement Method
TTUHSC	(CON2407168) Konica Minolta Americas, Inc.	X-Ray Systems	\$1,212,000	\$1,212,000	Upon execution	8/31/2022	New	Vizient Cooperative

BACKGROUND INFORMATION

In accordance with *Regents' Rules*, the Board is routinely requested to approve purchasing contracts under which the TTUS components spend more than \$1,000,000 per annum. Purchasing contracts are procured and executed in compliance with Texas Education Code 51.9335 as well as the *Regents' Rules* and TTUS component Operating Policies and Procedures.

Section 07.12.3.a., *Regents' Rules*, requires Board approval for contracts that total in excess of \$1,000,000 over the entire term of the contract, unless a different consideration is specified by this policy.

r. **TTUS: Authorize chancellor to execute a contract with Wild Basin I & II Investors, LP.**

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

The request is to authorize the chancellor or his designee to execute of a lease amendment with Wild Basin I & II Investors, LP. ("WBI") for the renewal of the lease of office space for the Texas Tech University System ("TTUS") Office of Investments, located in Austin, Texas. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

TTUS entered into a lease agreement with WBI on October 24, 2013 to lease 2,732 square feet of office space. The first lease amendment extended the originally approved term for a period of forty-nine months and will terminate on February 28, 2022. Approval is being requested for a second amendment to the lease agreement which would extend the lease term for an additional twenty-four months, terminating on February 28, 2024. Annual rental costs of the lease will be assessed as follows:

Year 1: 3/1/22-2/28/23	\$68,300
Year 2: 3/1/23-2/28/24	\$70,349

BACKGROUND INFORMATION

Section 07.12.3.d, *Regents' Rules*, requires Board approval for contracts involving a commitment of funds or other resources for a period of more than four years.

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, MSU, TTU, TTUHSC and TTUHSC El Paso: Summary of Revenues and Expenditures by Budget Category, FY 2021 (as of August 31, 2021), 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: <https://www.texastech.edu/offices/cfo/board-financial-reports.php>
- (2) **TTUHSC and TTUHSC El Paso: 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.”

TTUHSC					
<i>Regents' Rules, 07.12.4.c</i>					
Component	Vendor (Include Contract #)	Service or Goods to be Provided	Start Date	End Date	Extension/ Amendment
TTUHSC	CON3139635 - Northwest Texas Healthcare System Inc	Offsite Hospital Services TDCJ	9/1/2021	8/31/2023	Extension
TTUHSC	CON3121776 - Childress Regional Medical Center - CRMC	Onsite Health Care Services - T.L. Roach Unit	9/1/2021	8/31/2023	Extension
TTUHSC	CON3115155 - Texas Department of Criminal Justice 696	TDCJ Contract Number 696-HS-22-23-A006 - TDCJ MSA FY22-23	9/1/2021	8/31/2023	Extension

TTUHSC	CON3114359 - University of Texas System	Participating Institution Agreement - Texas Child Mental Health Care Consortium	9/1/2021	8/31/2023	Extension
TTUHSC	CON3113668 - Mitchell County Hospital District	Offsite Hospital Services - Price Daniel Unit	9/1/2021	8/31/2023	Extension
TTUHSC	CON3113666 - Mitchell County Hospital District	Onsite Hospital Services - Wallace Unit and San Angelo Work Camp	9/1/2021	8/31/2023	Extension
TTUHSC	CON3107870 - Texas Health and Human Services Commission	TTUHSC to participate in the NAIP program	9/1/2021	8/31/2022	Extension
TTUHSC	CON3106727 - Covenant Health System	Support - Resident Rotations and Physician Services	7/1/2021	6/30/2022	Extension
TTUHSC	CON3093510 - University Medical Center - UMC Lubbock	Staffing and Funding Support - Department of Anesthesiology	7/1/2021	6/30/2022	Amendment
TTUHSC	CON3053511 - University Medical Center - UMC Lubbock	Residency Program Directors	9/1/2021	8/31/2022	Amendment
TTUHSC	CON3053371 - University Medical Center - UMC Lubbock	Agreement for Medical Director Services	7/1/2021	6/30/2022	Amendment
TTUHSC	CON3053357 - University Medical Center - UMC Lubbock	Pediatrics Critical Care Intensivists	7/1/2021	6/30/2022	Amendment
TTUHSC	CON3041369 - University Medical Center - UMC Lubbock	Pediatric Surgery Services	7/1/2021	6/30/2022	Amendment
TTUHSC	CON3041229 - University Medical Center - UMC Lubbock	Burn and Trauma Services - Department of	4/1/2021	6/30/2022	Amendment
TTUHSC	CON3035911 - University Medical Center - UMC Lubbock	Call Coverage Services Agreement	7/1/2021	6/30/2022	Amendment
TTUHSC	CON2966843 - Covenant Health System	Physician Services	7/1/2021	6/30/2022	Extension
TTUHSC	AMEND597614-004 - University of Texas Medical Branch	Subcontract for Pharmaceutical Services for TDCJ	9/1/2021	8/31/2023	Extension
TTUHSC	AMEND588851-007 - University Medical Center - UMC Lubbock	Master Coordinating Agreement	7/1/2021	6/30/2022	Extension
TTUHSC	AMEND2696272-002 - Hendrick Medical Center	Amendment to Extend - Onsite Hospital Services - Middleton Unit TDCJ	9/1/2021	10/31/2021	Extension

TTUHSC	AMEND2696266-002 - Hendrick Medical Center	Amendment to Extend - Onsite Hospital Services - Robertson Unit TDCJ	9/1/2021	10/31/2021	Extension
TTUHSC	AMEND2696206-001 - Hendrick Medical Center	Amendment to Extend - Offsite Hospital Services TDCJ	9/1/2021	10.31.2021	Extension
TTUHSC	AMEND2395417-002 - Texas Department of Criminal Justice 696	Amendment to Compensation - TDCJ MSA- Correctional Health Care Services FY20-21 - 696-HS-20-21-A059	6/28/2021	8/31/2021	Amendment
TTUHSC	AMEND1575374-007 - Ector County Hospital District	Master Coordinating Agreement - Faculty & Resident Support FY22	10/1/2021	10/1/2022	Extension

TTUHSC El Paso					
<i>Regents' Rules, 07.12.4.c</i>					
Component	Vendor (Include Contract #)	Service or Goods to be Provided	Start Date	End Date	Extension/Amendment
TTUHSC EP	(08981) HHSC	NAIP	09/01/21	08/31/22	Extension
TTUHSC EP	(08999) UT System	TCMHCC	09/01/21	08/31/23	Extension
TTUHSC EP	(01434-A02) El Paso County Clinical Services, Inc.	PATHOLOGY	10/01/21	09/30/22	Extension
TTUHSC EP	(08903) El Paso County Hospital District dba UMC	TSA	11/01/21	10/31/24	Extension

- (3) **TTUHSC and TTUS: 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.”

TTUHSC					
<i>Regents Rules, 07.12.4.e.(2)</i>					
Component	Vendor (Include Contract #)	Consulting Service to be Provided	Term Consideration	Start Date	End Date
TTUHSC	(CON3139275) Association of Academic Physiatrists	Development and Implementation of ACGME-Accredited PM&R Residency	\$ 10,000	9/22/2021	9/21/2022

TTUS					
<i>Regents Rules, 07.12.4.e.(2)</i>					
Component	Vendor (Include Contract #)	Consulting Service to be Provided	Term Consideration	Start Date	End Date
TTUS	(Contract #C17477) Calton Hill Consulting	Establish measurements process and database for leader development programs	\$24,000	7/1/2021	1/31/2022

- (4) **ASU, TTU, TTUHSC and TTUHSC El Paso: 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.

ASU: Approved Purchasing Contracts								
<i>Regents Rules, 07.12.4</i>								
Component	Vendor (Include Contract #)	Service or Goods to be Provided	Per Annum Consideration	Term Consideration (includes renewal)	Start Date	End Date	New or Extension	Procurement Method
ASU	Contract # 10-014-000-3643 General Land Office/ Atmos Energy Corp	Gas for Atmos Meters #66053201 #66053202	Gas Price equal to the Index Price posting as first published each month in Platts Gas Daily price guide report, plus a Market Demand Factor of \$0.38 per MMBtu.	≈ \$1,200,000	9/1/2009	8/31/2023	Extension (Amendment #5)	Interagency Cooperation Contract
Note: Effective date of contract – 9/1/2009; Effective date of Amendment #5 – 9/1/2021 – 8/31/2023								

TTU Approved Purchasing Contracts								
<i>Regents Rules, 07.12.4</i>								
Component	Vendor (Include Contract #)	Service or Goods to be Provided	Per Annum Consideration	Term Consideration (includes renewal)	Start Date	End Date	New or Extension	Procurement Method
TTU	(#C17906) RC Taylor	Hospitality Retail Supplies	\$900,000/ year	\$7.2 mil.	Execution	8 years after execution	New	Request For Proposal
TTU	(#C14700) Texas Workforce Commission	Vocational, Social, and Life Skills for Young Adults with Autism Spectrum Disorder through the Transition Academy at the Burkhart Center	\$500,000/year (revenue)	\$2.0 mil.	09/01/2019	08/31/2023	Extension	Other State Agency
TTU	(#C12375) Proctorio	Secure Exam Proctoring Services and Mobile Proctoring Services	\$290,000/year	\$1.6 mil.	03/01/2018	08/31/2023	Extension	Sole Source
TTU	(#C17684) Bold Zebras dba PowerApps911	Microsoft Power BI Dashboard Development and Integrated Analytics Services for US PREP	\$175,000/year	\$1.4 mil.	08/26/2021	08/25/2029	New	Request for Proposal
TTU	(#C17651) 3Play Media, Inc.	Video Captioning and Transcription Products and Services	\$175,000/year	\$1.4 mil.	08/31/2021	08/30/2029	New	Request for Proposal
TTU	(#C17905) Daktronics	Athletic, Physical Education, Gymnasium Supplies & Equipment and Heavy Duty Exercise Equipment & Related Accessories	\$500,000/year	\$1.5 mil.	04/01/2019	03/31/2022	Extension	Buyboard cooperative
TTU	(#C12366) Qualys, Inc.	Security Assessment Technology Platform	\$400,000/year	\$1.6 mil.	09/01/2018	08/31/2022	Extension	Sole Source

TTU	(#C13370) SHI Government Solutions/Ado be	Adobe products and applications	\$400,000/year	\$1.6 mil.	10/16/2018	10/15/2022	Extension	UT Alliance
TTUS	(#C17907) HON/Navajo Office	Furniture	\$1.0mil/year	\$3.0 mil.	12/01/2021	11/30/2024	New	Omnia Partners Cooperative
TTUS	(#C17510) Gartner, Inc.	Gartner Research Services	\$500,000/year	\$1.5 mil.	09/01/2021	08/31/2024	New	DIR Contract

TTUHSC Approved Purchasing Contracts								
<i>Regents Rules, 07.12.4</i>								
Component	Vendor (Include Contract #)	Service or Goods to be Provided	Per Annum Consideratio n	Term Consideration (includes renewal)	Start Date	End Date	New or Extension	Procurement Method
TTUHSC	CON3113669 - State Office of Risk Management	Worker's Compensation	\$700,001	\$1,400,002	9/1/2021	8/31/2023	New	Interagency
TTUHSC	CON3113591 - Stephens Memorial Hospital District	Onsite Hospital Services - Sayle Facility	\$621,512	\$1,243,025	9/1/2021	8/31/2023	New	Professional Services
TTUHSC	CON3112537 - United Regional Health Care System Inc	Offsite Hospital Services TDCJ	\$900,000	\$1,800,000	9/1/2021	8/31/2023	New	Professional Services
TTUHSC	CON2349066 - Radiation Oncology of the South Plains PA	Radiation Ongology Services - TCCO	\$449,085	\$1,380,421	5/1/2019	4/30/2022	Extension	Professional Services
TTUHSC	CON1723797 - BMA Montford	Dialysis Services – Montford Unit	\$551,995	\$2,686,530	9/1/2017	8/31/2021	Extension	Professional Services
TTUHSC	CON1718065 - Brian J. Norkiewicz	Surgical Acute Care Services	\$282,350	\$1,285,573	9/1/2017	8/31/2022	Extension	Professional Services
TTUHSC	CON1652256 - Neogen Mental Health Behavioral Services PA	Psychiatry Services – Montford Unit	\$744,733	\$2,885,488	1/1/2017	8/31/2022	Extension	Professional Services
TTUHSC	CON1645105 - University Medical Center - UMC Lubbock	Physician Coding License and Services	\$261,902	\$1,948,527	12/30/2016	12/29/2021	Extension	Interlocal
TTUHSC	CON1583051 - Covenant	Professional Services Preceptorship	\$484,999	\$2,644,999	7/1/2016	6/30/2022	Extension	Professional Services

	Medical Group							
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TTUHSC El Paso Approved Purchasing Contracts

Regents Rules, 07.12.4

Component	Vendor (Include Contract #)	Service or Goods to be Provided	Per Annum Consideration	Term Consideration (includes renewal)	Start Date	End Date	New or Extension	Procurement Method
TTUHSC EP	(08758) Mildenhall Anesthesia, PLLC	CRNA	\$400,000/ year	\$1.6 mil. (pro-rated)	08/09/21	08/31/25	New	N/A: Professional Services
TTUHSC EP	(08756) SWAC Anesthesia PC	CRNA	\$400,000/ year	\$1.6 mil. (pro-rated)	08/11/21	08/31/25	New	N/A: Professional Services
TTUHSC EP	(08735) Edwin Martinez Anesthesia Services PLLC	CRNA	\$400,000/ year	\$1.2 mil. (pro-rated)	08/17/21	08/31/24	New	N/A: Professional Services
TTUHSC EP	(08845) Luis Esparza, M.D.	CRMD	\$400,000/year	\$1.6 mil.	09/01/21	08/31/25	New	N/A: Professional Services
TTUHSC EP	(06502-A02) Atkinson Anesthesia, PLLC	CRNA	\$400,000/year	\$1.1 mil. (pro-rated)	07/14/19	08/31/22	Extension	N/A: Professional Services
TTUHSC EP	(05909-A02) Whitman Professional Services, PC	CRNA	\$400,000/year	\$1.2 mil. (pro-rated)	02/09/19	08/31/22	Extension	N/A: Professional Services
TTUHSC EP	(01455-A02) Cerner Corporation	IT EMR	\$380,845/year	\$2.2 mil.	02/03/16	08/31/22	Extension	N/A: Professional Services
TTUHSC EP	(01834 A-09) Cerner Corporation	IT EMR	\$389,823/year	\$2.3 mil.	02/03/16	08/31/22	Extension	N/A: Professional Services

- (5) **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) Teacher Incentive Allotment; Doug D.Hamman, Professor, Dept of Teacher Education, and Principal Investigator; Texas Education Agency (701); \$24,872,253 awarded

- (b) BMGF Cohorts IV and V; Sarah E. Beal, Executive Director, US PREP National Center, and Principal Investigator; Bill and Melinda Gates Foundation; \$6,500,000 awarded
- (c) LRN COVID-19 Testing; Steven M. Presley, Professor, TIEHH, and Principal Investigator; DSHS - Department of State Health Services; \$1,612,900 awarded

TTUHSC:

- (a) Texas Higher Education Coordinating Board Graduate Medical Education Expansion Grants - New Program- Surgery Lubbock; contract year 7/1/2021 through 6/30/2022; contract amount \$1,200,00.00.
- (b) Texas Higher Education Coordinating Board Graduate Medical Education Expansion Grants 2020-2021- Psychiatry Ode Clinic; contract year 7/1/2021 through 6/30/2022; contract amount \$1,274,103.00.
- (c) National Institute on Alcohol Abuse and Alcoholism- NIAAA grant funding entitled "Medication Development for Alcohol Use Disorder"; grant year 09/01/2021-08/31/2022; award amount \$1,486,106.00
- (d) Right Fund grant funding entitled "Development of schistosomiasis vaccine for human trials and worldwide deployment"; grant year 06/22/2021-06/30/2023; award amount ~\$3,527,540.00
- (e) Administration for Children and Families contract entitled "Nurse-Family Partnership Program"; contract year 09/01/2021-08/31/2022; contract amount \$1,002,000.00
- (f) Cancer Prevention and Research Institute of Texas grant funding entitled "North Texas Clinical Pharmacology Cancer Core"; grant year 08/31/2021-08/30/2022; grant amount \$1,671,728.00
- (g) Cancer Prevention and Research Institute of Texas grant funding entitled "TTUHSC Texas Regional Excellence in Cancer Award"; grant year 08/31/2021-08/30/2022; grant amount \$1,199,936.00

(6) TTU: Emergency or exigent circumstances approval by Section 01.02.1.b and 07.12.3.g, 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... Unless prohibited by law and upon recommendation of the chancellor, when an emergency or exigent circumstances exist and it is not feasible or practical to convene a quorum of the board within the time in which action is needed, approval may be given for a contract by verbal approval of the chair or of the chair of the Finance and Administration Committee. Contracts approved in this manner shall be presented to the board as an information item at the next board meeting."

- (a) On August 16, 2021, Chairman Lewis granted an exigent circumstances approval that authorized President Schovanec, or his designee, to execute an agreement with Sports Media Advisors ("SMA"). SMA will provide consulting services to help Texas Tech University understand its potential media value. In advance of the Chairman's action, all regents were provided information regarding the terms of the agreement.
- (b) On October 8, 2021, Chairman Lewis granted an exigent circumstances approval for the acceptance of a gift of \$20 million to Texas Tech Athletics and the naming of the Dustin R. Womble Football Center
- (c) On November 8, 2021, Chairman Lewis granted an exigent circumstances approval that authorized President Schovanec, or his designee, to execute an employment agreement with Joey McGuire to serve as the Head Football Coach for Texas Tech University.

- (7) **ASU, MSU, TTU, TTUHSC and TTUHSC El Paso: Chief Executive Officer Title IX administrative reports as required by Texas Education Code, Section 51.253(c):** “Subject to Subsection (d), at least once during each fall or spring semester, the chief executive officer of a postsecondary educational institution shall submit to the institution’s governing body and post on the institution’s Internet website a report concerning the reports received under Section 51.252. The report: (1) may not identify any person; and (2) must include: (A) the number of reports received under Section 51.252; (B) the number of investigations conducted as a result of those reports; (C) the disposition, if any, of any disciplinary processes arising from those reports; (D) the number of those reports for which the institution determined not to initiate a disciplinary process, if any; and (E) any disciplinary actions taken under Section 51.255.” Reports for the most recently completed reporting period are available to the board and are posted on each component institution website.

ASU: <https://www.angelo.edu/services/title-ix/annual-reports/>

MSU: <https://msutexas.edu/titleix/annual-reports.php>

TTU: <https://www.depts.ttu.edu/titleix/includes/AnnualReport.pdf>

TTUHSC: https://www.ttuhs.edu/title-ix/institutional_annual_reports.aspx

TTUHSC EP: <https://el Paso.ttuhs.edu/title-ix/title-ix-reporting.aspx>

- (8) **TTUHSC: Report on establishment of new centers and institutes per Section 04.11.2., Regents’ Rules:** “The establishment or substantive restructuring of a center, institute, or other academic unit or program not addressed in Section 04.11.1 herein shall be approved by the president, with notice provided to the board via an item in the Information Agenda for the next meeting of the board.”

- (a) The Peripheral Arterial Disease (PAD) Center of Excellence seeks to provide successful screening, treatment, and education about peripheral arterial disease and critical limb ischemia through the collaborative efforts of a multidisciplinary team of clinicians. The mission is to coordinate a multispecialty treatment approach for patients with peripheral arterial disease while obtaining optimal care of comorbidities in an effort to prevent limb amputation. The Center, which will be based in the School of Medicine, will be led by Dr. Mac Ansari.

- (9) **TTUS: Texas Tech Foundation Board nominations by Article IV, Section 2, Amended and Restated Bylaws of Texas Tech Foundation, Inc.:** “The Foundation Board shall be composed of not less than twenty-one (21), and not more than forty (40) voting members, elected by the current members, with notice to the Board of Regents. Members of the Foundation Board serve in cooperation and coordination with the Board of Regents. The Foundation Board shall endeavor to have at least one member from each of Lubbock, El Paso and San Angelo or their surrounding areas and shall further endeavor to have members that represent the diverse geographic areas of Texas served by the University System.”

- (a) On August 27, 2021, the Texas Tech Foundation Board of Directors unanimously approved the following individuals to serve on the foundation board of directors:

Second Term Appointments – Expiring August 31, 2025

Kim Ford
 Honorable James “Jim” Keffer
 Jim Skinner

First Term Appointments – Expiring August 31, 2025

David Alderson
 Walt Cathey
 Honorable Robert L. Duncan
 Juan Nevarez
 Barry Street
 Tim Winn

The Texas Tech Foundation, Inc.’s bylaws state that the Board of Directors (the “Board”) shall be composed of not less than twenty-one (21) and no more than forty (40) voting members, elected by the current members, with notice to the Board of Regents.

- (10) **TTU: Naming of a Facility in Recognition of Gifts of Less than \$500,000.00 per Section 13.02.2.b(4) Regents’ Rules:** “[g]ifts of less than \$500,000.00 that meet the requirements outlined in this chapter for naming of a facility, as defined herein, may be approved by the component institution president, in cooperation and coordination with the VCIA. The item will be placed as an information item at the next board meeting after the public announcement.”

<i>Regents Rules, 13.02.2.b(4)</i>					
Component	Facility	Naming	Donor	Affiliated Foundation	Gift Amount
TTU	Black Cultural Center – Library	Peters Family Legacy Library	Brenda Peters	Texas Tech Foundation, Inc.	\$150,000.00

ATTACHMENTS

ATTACHMENT

1

**ASU OP 74.06, Alcohol Beverage Policy
and Procedure with proposed amendments
(Finance Item 1.)**



Angelo State University
Operating Policy and Procedure

OP 74.06: Alcohol Beverage Policy and Procedure

DATE: July 2, 2019

PURPOSE: The purpose of this OP is to establish a policy defining the use of alcoholic beverages while using university facilities.

REVIEW: This OP will be reviewed in May every three years, or as needed, by the director for business services with recommended revisions forwarded through the vice president for finance and administration and the vice president for student affairs ~~and enrollment management~~ to the president by June 15 of the same year and presented to the Board of Regents for approval.

POLICY/PROCEDURE

1. Policy

The following are the policies and procedures governing the use of alcohol at Angelo State University. Both were formulated in accordance with the laws of the State of Texas restricting the possession and consumption of alcohol to persons who are twenty-one (21) years of age or older.

a. General Policies

The following policy shall apply for the establishment, organization, and implementation of alcoholic beverage service in university facilities as approved by the president or vice president for finance and administration, as needed. Currently these facilities include the Houston Harte University Center, the Junell Center/Stephens Arena, and the University Lake Facility. **Possession or consumption of alcohol at specific university facilities may be permitted or restricted at the discretion of the president or vice president for finance and administration.**

- (1) A sponsoring organization desiring to have alcoholic beverages served in conjunction with an event scheduled in a university facility must complete and return to the Special Events office a "Request to Serve Alcoholic Beverages" form. The form must be returned fifteen (15) business days prior to the event and requires the approval signature of several university administrators including the president or vice president for finance and administration, as needed. These forms may be obtained from the Special Events Office in room 200 of the Houston Harte University Center.
- (2) Any sales or complimentary service of alcoholic beverages shall comply with federal, state and local laws regarding the possession, consumption and distribution of alcoholic beverages.

- (3) Any event in which alcoholic beverages are to be served on a complimentary basis shall be pre-approved in writing by the Angelo State University president.
- (4) All service of alcoholic beverages at any Texas Tech University System (TTUS) event shall be provided by a caterer or server(s) licensed by the Texas Alcoholic Beverage Commission to serve alcoholic beverages who provide proof of appropriate insurance coverage. The furnishing or sale of alcoholic beverages in designated Angelo State University facilities will be restricted solely to the university's alcoholic beverage license holder.
- (5) Any agreement for sales of alcoholic beverages at a single Texas Tech University System (TTUS) event shall be with a third-party vendor holding all permits required by the Texas Alcoholic Beverage Commission and shall be approved in writing by the Angelo State University president or vice president for finance and administration, as needed.
- (6) Any agreement to license the sale of alcoholic beverages by a third-party vendor at or in conjunction with any intercollegiate athletic event at a TTUS facility shall be approved by the Board of Regents. Any other agreement to license sales of alcoholic beverages by a third-party vendor on a term or multi-event basis shall be approved by the president of the component institution that is responsible for the facility or facilities involved. Before any such approval is granted, the president shall notify the chancellor and the board of the proposed agreement.
- (7) No department or office of the TTU System shall be licensed to sell alcoholic beverages unless such sales activity is a necessary component of the department's or office's approved academic curriculum (e.g., the Department of Restaurant, Hotel and Institutional Management in the College of Human Sciences at Texas Tech University). Before any such application is submitted, the approval of the department chair or head of the academic unit involved, the dean of the college or school, and the president of the respective component institution shall be obtained.
- (8) Alcoholic beverage service will be provided only in conjunction with events that include food service. In addition, non-alcoholic beverages are also to be readily available at these events.
- (9) Keg beer will not be sold, served, or allowed in university facilities unless specifically pre-authorized in writing by the president or vice president for finance and administration, as needed.
- (10) The possession and consumption of alcoholic beverages will be limited to the room(s) or space(s) in which the catered event occurs.

b. Catered Events and Joint Sponsorship Events

Alcoholic beverage sales and/or service in designated university facilities are divided into two categories: Catered Events for Non-University Groups and Joint Sponsorship Events.

(1) Catered Events for Non-University Groups

- (a) Catered events are private, controlled access events.
- (b) The sponsoring organization will be responsible for controlling access to the event facility and for assuring compliance with applicable state law.

(2) Joint Sponsorship Events

- (a) Whenever non-university groups share in the use of university facilities, it shall be upon the invitation of the university and under its joint sponsorship and with the further understanding that all of the conditions governing such sponsorship are to be set by the university.
- (b) In the case of programs for which the university is a joint sponsor, the fee to be paid by the co-sponsor will be a matter for negotiation in each case, subject to final approval by the president or a designated appointee, and will be specified in the agreement providing for the joint sponsorship.

c. Security

One or more uniformed police officers will be required to be on duty throughout the duration of each catered event serving alcoholic beverages. Expense for this service will be assessed to the sponsoring organization.

d. Student Housing

The possession or use of alcoholic beverages is permitted in the individual apartments of Vanderventer Apartments and the individual rooms in designated areas of Concho Hall provided all of the student residents of the individual apartment or room are twenty one (21) years of age or older.

e. Student Organizations

University recognized and/or funded student organizations may not sponsor events and/or activities, open to the general public, where alcoholic beverages are served and/or consumed without written approval from the Angelo State University president.

- f. Renewed or revised policies required by this section adopted by a component institution subsequent to board approval of this provision shall be subject to the prior approval of the board. Thereafter, any substantive change in the component institution's policies shall be subject to approval by the board.

ATTACHMENT

2

**TTUHSC El Paso OP 60.03, Comprehensive Performance
Evaluation of Tenured Faculty with proposed amendments
(ACS Item 4.)**



TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO

Operating Policy and Procedure

HSCEP OP: 60.03, Comprehensive Performance Evaluation of Tenured Faculty

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

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

POLICY/PROCEDURE:

I. General Considerations.

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

the annual evaluation process to form a single comprehensive faculty development and evaluation process.

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

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

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

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

- C. **Materials Submitted by Faculty Member:** The faculty member being evaluated shall submit or arrange for the submission of a resume or curriculum vitae, a summary statement of professional accomplishments, annual reports, and teaching evaluations. The faculty member may submit additional materials that the faculty member deems appropriate.
- D. **Evaluation Procedure:** The evaluation report required under this policy shall be completed not more than one year from the date that written notice of intent to review is provided to the individual faculty member.
 - 1) **Notice:** Notice shall be given at least six (6) months prior to the date of commencement of the evaluation and shall include:
 - a) Date by which the faculty member must submit all materials and to whom;

- b) Time period covered by the evaluation;
 - c) Expected time period after submission of materials by which a meeting shall be scheduled with the peer review committee (i.e., within months/weeks); and
 - d) Anticipated date by which the final evaluation report with recommendations shall be completed.
- 2) **Peer Review:** The faculty member shall have an opportunity to meet with a peer review committee made up of TTUHSC El Paso tenured faculty as impaneled by each respective school. Committee members shall consider all materials submitted by the faculty member and may make observation visits, as the committee deems appropriate. The committee's written findings and recommendations shall be contained in the evaluation report.
 - 3) **Evaluation Report:** The evaluation report shall be compiled in writing and distributed for review and appropriate action to the faculty member, department chair, dean or dean's designee, [vice president for faculty success](#), and the president.

III. **Actions Based on Evaluation Report.**

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

IV. **Tenure Revocation (without dismissal).** [All proceedings of tenure revocation without dismissal on the basis of failure to pass the Comprehensive Performance Evaluation of Tenured Faculty shall be conducted with the same due process as described below in Section V. for proceedings for dismissal of tenured faculty, with the following exceptions:](#)

- A. [In cases where the respondent faculty member does not choose to have a hearing, he or she must either resign or transition to non-tenure track.](#)
- B. [Once the TTU System Board of Regents acts to revoke tenure, he or she shall transition to non-tenure track.](#)

IV.V. **Dismissal Proceedings.** All proceedings for dismissal of tenured faculty on the basis of [failure to pass the Comprehensive Performance Evaluation of Tenured Faculty](#) ~~the comprehensive performance evaluation of the Tenured Faculty Evaluation Report~~ shall be conducted in accordance with:

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

or

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

DRAFT

ATTACHMENT

3

**TTUHSC OP 60.01, Tenure and Promotion Policy
With proposed revisions
(Consent Item b.)**



TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

Operating Policy and Procedure

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

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

REVIEW: This HSC OP will be reviewed by April 1 of even-numbered years by the ~~deans and Provost~~ Academics Council, with recommendations for revision forwarded to the ~~president~~ Provost by May 1. Any changes in this HSC OP must be approved by the Board of Regents ("board").

POLICY/PROCEDURE:

1. General Considerations.

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

2. Academic Freedom.

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

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

3. Academic Responsibility.

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

4. Tenure Perspectives.

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

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

Tenure at TTUHSC is awarded only by formal action of the board.

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

5. Non-tenure Track Appointments.

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

- (1) **Non-tenure track appointments.** Non-tenure track appointments apply to non-tenure track faculty members who are, at the least, halftime, and to individuals with the appropriate professional credentials, as determined by TTUHSC, who are full-time employees of institutions holding formal affiliation agreements with TTUHSC as follows:

- (a) assistant instructor;
- (b) instructor;
- ~~(b)~~(c) assistant professor of practice;
- ~~(c)~~(d) assistant professor;
- ~~(d)~~(e) associate professor of practice;
- ~~(e)~~(f) associate professor; or
- ~~(f)~~(g) professor of practice; or
- ~~(g)~~(h) professor.

- (2) **Faculty associate appointments.** Faculty associate non-tenure track titles may be used for persons who are employees of TTUHSC and who function in teaching, research, or clinical support roles.

- (3) **Research appointments.** The following non-tenure track appointments are for faculty members engaged primarily in research, with incidental teaching and/or patient care responsibilities:

- (a) research instructor;

- (b) research assistant professor;
- (c) research associate professor; or
- (d) research professor.

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

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

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

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

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

- (a) lecturer;
- ~~(b)~~ instructor;
- ~~(b)(c)~~ assistant professor of practice;
- ~~(c)(d)~~ assistant professor;
- ~~(d)(e)~~ associate professor of practice;
- ~~(e)(f)~~ associate professor; or
- ~~(g)~~ professor of practice; or
- ~~(f)(h)~~ professor.

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

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

TTUHSC state-appropriated faculty budgets:

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

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

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

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

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

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

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

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

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

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

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

promotion guidelines.

f. Conditions of non-reappointment and dismissal.

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

6. Tenure and Tenure Track Appointments.

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

relinquishes, or is asked to relinquish, the part of the appointment that is less than 50 percent.

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

7. Probationary period.

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

8. Extension of tenure track probationary period.

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

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

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

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

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

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

9. Tenure and promotion decision process.

a. **Criteria and standards.** The criteria and areas of performance to be considered in the tenure and promotion decision processes may consist of teaching, scholarship, clinical service, and academically-related or other public service. Individual schools will develop standards of excellence in each of these areas. These standards should also describe the relative importance of each performance category, along with the related criteria for award of tenure or receipt of promotion.

b. **Guidelines.** Individual schools will develop and publish written policies that translate tenure and promotion standards into guidelines that are appropriate to their disciplines. It shall be the responsibility of the deans to assure appropriate faculty participation in the development of these standards and guidelines, to approve school tenure and promotion policies, and to monitor their application. Deans shall review these guidelines periodically and consider appropriate recommendations from the faculty, according to the bylaws of each school.

c. **Information regarding criteria, standards, and guidelines.** It is the responsibility of the respective department chairs and deans, to ensure that all faculty members are provided the written tenure and promotion criteria, standards, and guidelines of the school and the department in which appointment has been made.

d. **Procedure for review of qualifications for tenure and promotion.** Primary responsibility for evaluation of the academic qualifications of candidates for tenure and /or promotion rests with the faculty.

(1) Where applicable, six sequential steps in the tenure and/or promotion review process are as follows:

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

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

10. Non-reappointment of faculty.

- a. **Notice of non-reappointment of tenure track faculty.** Although a reason for the decision not to reappoint tenure-track probationary faculty is not required, a decision not to reappoint cannot be based on considerations violative of academic freedom or other legally impermissible reasons. TTUHSC will be compliant in following its established standards or prescribed procedures. Except under conditions relating to the dismissal of faculty noted in Section 11, deans shall give written notice of non-reappointment of non-tenured faculty members on tenure track probationary appointments in accordance with the following schedule. For computing the period of employment, the effective date of each appointment shall be September 1 of the calendar year in which the appointment is made.
 - (1) at least four months before the end of two years of service;
 - (2) at least nine months for those with more than two years of service.

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

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

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

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

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

- a. **Dismissal.** Dismissal of all faculty members before the expiration of the stated period of their appointment, except by resignation or retirement, will be for cause only.

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

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

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

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

shall be made to mediate and conciliate differences, where appropriate. Upon written notification by the dean of a request for dismissal, and within fifteen (15) TTUHSC business days, the chair of the School Hearing Committee shall appoint a mediation team comprised of two faculty members, neither of whom serves in the same department as the faculty member recommended for dismissal, who are not on the School Hearing Committee, and who are acceptable to both parties. If no mediators are found acceptable within fifteen (15) TTUHSC business days, mediation will be deemed not feasible, and the matter will be referred back to the dean. In this case, the dean will determine whether formal charges should issue to dismiss the faculty member for cause.

If a mediation team is acceptable, it shall attempt to reach a mutually acceptable resolution between the dean and faculty member in a thorough, confidential, equitable, and expeditious manner. The mediation team shall report the outcome of the mediation to the president within fifteen (15) TTUHSC business days of the first day of the mediation. If conciliation is not achieved, the dean shall determine whether formal charges should issue to dismiss the faculty member for cause.

- g. Formal dismissal charges.** In all cases where formal dismissal charges issue, the faculty member will be informed in writing of the charges. The charges will be considered by the panel of the School Hearing Committee unless the faculty member resigns, as set out in Section 12.c. of this policy, or the faculty member fails to cooperate in advancing the appeal, per Section 12.d. of this policy.
- h. Right to hearing.** Upon receipt of formal dismissal charges, the faculty member shall also be notified in writing of his or her right to a hearing and shall be given fifteen (15) TTUHSC business days from the date of receipt of such notice to submit to the dean and the chair of the School Hearing Committee a request for a hearing before the panel of the School Hearing Committee. Upon receipt of the request, the chair of the School Hearing Committee, will take the necessary measures to address the formal charges as soon as possible.
- i. Hearing panel.** The panel of the School Hearing Committee will select a chair and may, if it chooses, request *pro bono* legal counsel from the Office of General Counsel. Legal counsel will advise the School Hearing Committee, but may not vote. If the panel of the School Hearing Committee retains *pro bono* legal counsel from outside the Office of the General Counsel, it may consult with the Office of General Counsel regarding technical questions not directly bearing on the merits of the case.
- j. Representatives at hearing.** In a dismissal hearing, the faculty member shall have the right to appear in person with legal counsel retained by the individual, or representative of his or her choice, and to confront and cross-examine witnesses. The faculty member shall have the right to testify, but may not be required to do so, and may introduce in his or her behalf all evidence, written or oral, which he or she considers to be relevant or material to the case. TTUHSC shall also have the right to legal counsel from the Office of General Counsel in the preparation and presentation of charges and have the same rights in the hearing as those accorded the faculty member. Failure on the part of the faculty member to utilize an attorney or other representative at the hearing shall not preclude the panel of the School Hearing Committee from utilizing *pro bono* legal counsel or other assistance from the Office of General Counsel.
- k. Procedural aspects.** The parties shall make any objections, substantive or procedural, deemed relevant during the course of the hearing, although neither the Texas Rules of Civil Procedure nor the Texas Rules of Evidence shall apply to the hearing.
- l. Recording.** An audio recording of the proceedings shall be made and delivered by the dean to the president of TTUHSC, and a copy of the audio recording shall be made available to the faculty member. The record will be transcribed only on the request of either the faculty member or the president at the expense of the requesting party.
- m. Findings of hearing panel.** The nature of the hearing or review of the formal dismissal

charges shall be investigatory and non-adversarial. The panel of the School Hearing Committee, by majority of its membership, shall make written findings on the material facts on each charge and make specific recommendations with regard to each of the charges, as well as general recommendations concerning dismissal. The panel of the School Hearing Committee, by majority of its membership, may make any supplementary suggestions it deems proper concerning disposition of the case. If minority findings, recommendations, or suggestions are made, they shall be similarly treated.

- n. **Dean's review.** The chair of the panel of the School Hearing Committee shall deliver the written findings, recommendations, and suggestions to the dean within seven (7) TTUHSC business days of the hearing. The dean shall review the committee's findings and recommendations and, within seven (7) TTUHSC business days, shall transmit them along with his or her own recommendations to the provost and president.
- o. **President's review in dismissal of non-tenured faculty.** In the case of dismissal of a non-tenured faculty member, the president shall review the School Hearing Committee's findings and recommendations and the dean's recommendations and make a decision. The president's decision will be stated in writing and communicated to the faculty member and the dean within ten (10) TTUHSC business days of receipt of the recommendations of the School Hearing Committee and the dean. The decision of the president shall be final.
- p. **President's review in dismissal of tenured faculty.** In the case of a dismissal of a tenured faculty member, the president shall transmit the findings and recommendations of the panel of the School Hearing Committee and the dean's recommendations, along with his or her recommendations, to the faculty member, dean and to the board for its consideration. The board, by a majority of its total membership, shall take final action. The decision of the board will be stated in writing and communicated to the president, who will communicate it to the dean. The president shall also notify the faculty member in writing of the board's decision. The decision of the board shall be final. Once the board acts to dismiss, salary and benefits shall cease, unless such has been discontinued previously for any reason referenced hereinabove.
- q. **President's right to extend time periods or intervene.** The president shall have the prerogative of extending any of the time periods specified above if, in his or her opinion, it is in the best interest of TTUHSC or the faculty member. The president shall have the right to intervene when, in his or her judgment, the proceedings are not progressing in a timely manner.
- r. **Suspension of faculty.** The procedures for dismissal described in the foregoing paragraphs of this section do not negate the right of the president to suspend the faculty member from all or some duties when the president reasonably believes it to be in the best interest of the institution. The suspension with pay shall be without appeal and shall continue until such time as the suspended faculty member has been accorded the procedural rights described in this section.

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

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

continuation of a strong academic program and to minimize the losses sustained by affected students and faculty members. In cases of the phasing out of programs requiring reduction in the number of faculty, the faculty members involved shall be given opportunities for appointment in related areas of the school or TTUHSC, provided they are qualified professionally to serve in such areas, and provided such positions are available.

14. Implementation.

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

ATTACHMENT

4

**MSU Interlocal Cooperation Agreement
with County of Wichita – Police Services
(Consent Item n.)**

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF WICHITA §

This Agreement ("Agreement") entered into by and between the County of Wichita, Texas ("County"), a political subdivision of the State of Texas, and Midwestern State University ("MSU" or "University"), a coeducational institution of higher education organized under the laws of the State of Texas and located in Wichita Falls, Wichita County, Texas and a component institution of the Texas Tech University System. County and MSU may be referred to herein individually each as a "Party" or together as the "Parties."

WHEREAS, the County and MSU desire to maximize the efficiency and effectiveness of police services; and

WHEREAS, this Interlocal Cooperation Agreement has been authorized by the governing bodies of the County and MSU; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code, Chapter 791) authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, each Party required to make any payments hereunder shall do so from current available revenue; and

WHEREAS, the Parties have previously entered into an Interlocal Cooperation Agreement that has been amended from time to time; and

WHEREAS, the Parties desire to enter into a new Interlocal Cooperation Agreement for police services;

WHEREAS, the MSU Police Department ("MSU PD") exercises primary jurisdiction within the territorial limits of the main university campus located within the incorporated limits of the City of Wichita Falls and within those areas owned by the Midwestern State University System which lie outside the territorial limits of the main university campus. The MSU PD shares concurrent jurisdiction within the territorial limits of Wichita County; and

WHEREAS, the Wichita County Sheriff's Office exercises primary jurisdiction within the unincorporated territorial limits of Wichita County and those areas owned by Wichita County within the incorporated limits of the City of Wichita Falls. The Wichita County Sheriff's Office shares concurrent jurisdiction within the territorial limits of the City of Wichita Falls and exercises secondary jurisdiction within the territorial limits of that city.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term:** The term of this Agreement shall be for one (1) year beginning on the last date all parties have executed this Agreement ("Effective Date") and shall automatically renew annually on the

anniversary of the Effective Date for additional one (1) year terms unless either Party gives written notice of termination thirty (30) calendar days prior to the expiration of the then current term.

2. Jurisdictional Agreements: The County and MSU agree to exchange and provide certain governmental functions and services in the following manner:
 - A. In accordance with Section 51.203 (Campus Peace Officers) of the Texas Education Code, the primary jurisdiction of MSU campus peace officers includes Wichita County, Texas and within such jurisdiction such officers: (1) are vested with all the powers, privileges, and immunities of peace officers; (2) may, in accordance with Chapter 14, Texas Code of Criminal Procedure, arrest without a warrant any person who violates a law of the state; and (3) may enforce all traffic laws on streets and highways (which includes the property depicted in Exhibit "A" and those public streets within the city limits of the City of Wichita Falls which are contiguous to the MSU campus; specifically Taft Boulevard, Hampstead Lane and Midwestern Parkway).
 - B. MSU Police Department ("MSU PD") will exercise primary, non-exclusive jurisdiction over the property depicted in Exhibit "A" (MSU map) attached hereto.
 - C. MSU PDS exercise of jurisdiction over the property depicted in Exhibit "A" will consist of the provision of all police services, except as otherwise specified in this agreement, on property owned or under the control of MSU.
 - D. Subject to the Parties' discretion as to participation and determination of availability of personnel and resources, and upon the request of either Party, either Party may assign its law enforcement officer(s) and resources to perform law enforcement duties within the requesting Party's jurisdiction, provided the Chief Law Enforcement Officer of the requesting jurisdiction, or said officer's designee, has determined the assignment is necessary. The judgment of the said Officer or said officer's designee shall be final.
 - E. The Chief Law Enforcement Officer of either Party, or his designee, in his sole discretion, may at any time withdraw his Assignees and discontinue participation in any activity initiated pursuant to this Agreement.
 - F. An assignee shall be a peace officer with all the same powers he might have when within the territorial limits of the Party for which the assignee is regularly employed, and the assignee's qualifications for office where regularly employed shall constitute his qualifications for office within the jurisdiction of the requesting Party, and no other oath, bond or compensation need be made. Additionally such Assignee shall have the same investigative authority as if he were investigating criminal activity within the jurisdictional limits of the Party for which he is regularly employed.
 - G. Any assignee shall receive the same wage, salary, pension, and any and all other compensation and other rights for such service, including injury or death benefits, and workers compensation benefits, equipment, clothing, and vehicles, the same as though the service had been rendered within the jurisdictional limits of the Party where the assignee is regularly employed. Moreover, all wage and disability payments, including workers compensation benefits, pension payments, damage to equipment and clothing, medical expenses and expenses for travel, food and lodging shall be paid by the Party which

regularly employs said assignee in the same manner as though the service had been rendered within the jurisdictional limits of the Party where said assignee is regularly employed.

H. Service of Arrest and Search Warrants: MSU and Wichita County Sheriff's Office (WCSO) will generally attempt to comply with the following guidelines:

- a. When WCSO executes a warrant on any property owned or under control of the University, WCSO will contact the MSU PD and request a University Police Officer to accompany the deputies. Efforts will be taken to refrain from interrupting a class to effect an arrest or execute a search warrant.
- b. When MSU PD executes a warrant within the County of Wichita, but off MSU property, MSU PD will contact the WCSO and request a sheriff's deputy to accompany the officers.

3. Clery Act Compliance:

The Parties acknowledge that the University is required by federal law to comply with all aspects of the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. In order to facilitate the University's compliance with the Act, the Parties agree:

- A. That the University is required to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the University must request crime statistics from WCSO annually. WCSO agrees to cooperate with the University and undertake reasonable efforts to respond to the University's request for crime statistics.
- B. That the University is required to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The University is also required to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.
- C. If WCSO is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the University's students, faculty or staff, WCSO shall notify MSU PD so that MSU PD can determine whether an emergency notification or timely warning should be issued by the University.
- D. That the University is required to maintain a daily list of all criminal incidents and alleged criminal incidents that occur on and around campus. WCSO agrees to notify the MSU PD as soon as practical of any criminal incidents or alleged criminal incidents that are reported as having occurred on University property, or on public property immediately adjacent to University property.

4. Notice:

All notices required or permitted by this Agreement shall be in and be deemed received when deposited in the United States mail, postage prepaid, addressed to the following or such other person or address as the parties may designate in writing or by hand delivery or facsimile transmission to the address set forth below:

If intended for the County: The Honorable Woodrow W. "Woody" Gossom Jr. County
Judge Wichita County
900 7th street, Rm 260
Wichita Falls, Texas 76301

With copies to: Wichita County Criminal District Attorney's Office
900 7th street, Rm 351
Wichita Falls, Texas 76301

Wichita County Sheriff's Office
2815 Central E. Fwy.
Wichita Falls, Texas 76301

If intended for MSUPD: Chief of Police
Midwestern State University
3410 Taft Blvd.
Wichita Falls, TX 76308

With copy to: General Counsel
Midwestern State University
3410 Taft Blvd.
Wichita Falls, TX 76308

5. Amendment: This Agreement may be amended by the mutual agreement of the parties in writing and attached to and incorporated in this Agreement.
6. Law Governing: The parties hereby consent and agree that state courts located in Wichita County, Texas and the United States District Court for the Northern District of Texas (Wichita Falls Division) each shall have personal jurisdiction and proper venue with respect to any dispute between the parties arising in connection with this Agreement. In any such dispute, the parties shall not raise, and do hereby expressly waive, any objection or defense to such jurisdiction as an inconvenient forum. Nothing in the contract or its appendices shall be construed as waiving County's sovereign immunity.
7. Enforceability: In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had—never been contained in it.
8. Headings: Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.

9. No Third Party Beneficiaries: Nothing herein shall be construed to give any rights or benefits to anyone other than the County and MSU. Failure to comply with any of the provisions of this Agreement shall not invalidate any action taken pursuant to this Agreement or grant any rights to any person suspected or charged with a crime.
10. Entire Agreement: This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.
11. Authorization: By executing this Agreement, each Party represents that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.
12. Counterpart: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. Hold Harmless. To the extent permitted by the Constitution and the laws of the State of Texas and subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents or employees, or as the result of its performance under this Agreement. Each Party remains solely responsible for any legal defense and any civil liability due to the acts or omission of their employees. Notwithstanding any other terms in this Agreement nothing is construed as a waiver of any legal defense or remedy of any nature to any claim against a Party.
14. No Waiver of Immunities: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

IN WITNESS WHEREOF, the parties hereto, having represented and warranted their authority to enter into and execute this Agreement, have executed this Agreement effective as of the last date written below.

[This space intentionally left blank.]

COUNTY OF WICHITA, TEXAS

MIDWESTERN STATE UNIVERSITY,
A COMPONENT INSTITUTION OF THE
TEXAS TECH UNIVERSITY SYSTEM

Woodrow W. Gossom, Jr., County Judge

J. Michael Lewis, Chairman
Texas Tech University System Board of Regents

Date Signed: _____

Date Signed: _____

For County, Attest:

Lori Bohannon, County Clerk

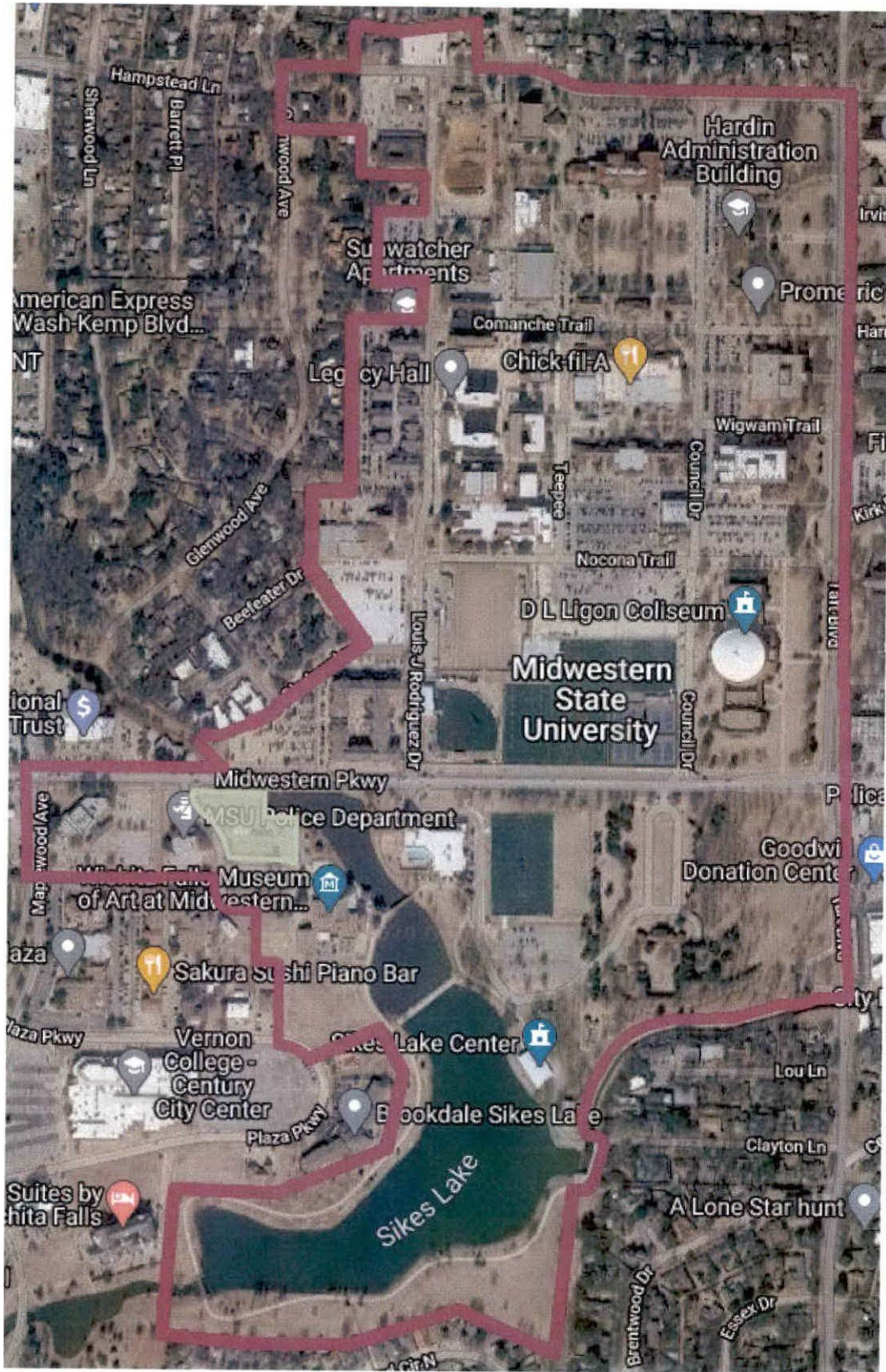
Date Signed: _____

For County, Approved as to Form* :

By: _____
Tracey L. Jennings, Civil Chief
Wichita County Criminal District
Attorney's Office

*By law, the Wichita County Criminal District Attorney's Office may only approve agreements for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Exhibit "A"



ATTACHMENT

5

**MSU Interlocal Cooperation Agreement
with County of Wichita – Emergency Services
(Consent Item n.)**

STATE OF TEXAS §
§
COUNTY OF WICHITA § INTERLOCAL COOPERATION AGREEMENT

This Agreement ("Agreement") entered into by and between the County of Wichita, Texas ("County"), a political subdivision of the State of Texas, and Midwestern State University ("MSU"), a coeducational institution of higher education organized under the laws of the State of Texas and located in Wichita Falls, Wichita County, Texas and a component institution of the Texas Tech University System. County and MSU may be referred to herein individually each as a "Party" or together as the "Parties."

WHEREAS, Midwestern State University and the County of Wichita are subject to danger and damage at any time from flooding, tornadoes, high winds, lightning, hazardous material incidents and other acts of nature or terrorism; and

WHEREAS, the Wichita County Emergency Management Office's mission is to reduce the loss of life and property and protect its citizens from all types of hazards through a comprehensive, risk-based, all-hazards emergency management program of mitigation, preparedness, response and recovery; and

WHEREAS, the mission of Midwestern State University emergency management is to administer a campus-based comprehensive emergency management program in partnership with Midwestern State University Academic departments operating units, staff, administration and its neighboring jurisdictions to safeguard lives and property; and

WHEREAS, in light of their respective common goals to reduce the loss of life and property from natural or man-made emergencies or disasters, Midwestern State University and Wichita County recognize the need to maintain a strong collaboration at a level that ensures efficient use of all available resources, consistent with the principles of each entity; and

WHEREAS, Midwestern State University and Wichita County propose this Emergency Management Interlocal Cooperation Agreement to establish a formal working mutual-aid relationship between the County and Midwestern State University in support of emergency management planning, response and recovery programs; and

WHEREAS, this Interlocal Cooperation Agreement has been authorized by the governing bodies of Wichita County and MSU; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code, Chapter 791) authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, Midwestern State University and Wichita County agree to encourage, coordinate, promote, and support an ongoing relationship between both entities and to hold periodic partnership meetings to focus on, but not limited to, identifying and assessing an all hazards approach and associated risks, particularly as they relate to Midwestern State University;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties agree as follows:

1. **Term:** The term of this Agreement shall be for one (1) year beginning on the last date all Parties have executed this Agreement ("Effective Date") and shall automatically renew annually on the anniversary of the Effective Date for additional one (1) year terms unless either Party gives written notice of termination thirty (30) calendar days prior to the expiration of the then current term.

2. **Services:**

- A. To encourage on-going liaison between entities, urging members of both organizations to develop increasingly effective communications and cooperation.
- B. To cooperate in areas of mutual interest relating to emergency management, including data/information sharing and training opportunities and exercises.
- C. Upon the request of either entity during an emergency or disaster, and contingent upon the other entity's ability to provide such resources, provide full utilization of available resources that are essential to the safety, care and welfare of those within the impacted jurisdiction.
- D. During an emergency or disaster, provide appropriate personnel and/or expertise to the requesting entity, as appropriate, and as resources allow, as determined by the Chief Executive of each entity, or his or her designee, and the respective emergency management coordinators. .
- E. Collaboration in times of disaster or emergency to meet the needs of the respective jurisdictions.
- F. MSU agrees to provide the use of a facility, or portion thereof, to Wichita County, for use as an incident command post, in the event of an incident near MSU.

3. **Notice:**

All notices required or permitted by this Agreement shall be in writing and be deemed received when deposited in the United States mail, postage prepaid, addressed to the following or such other person or address as the Parties may designate in writing or by hand- delivery or facsimile transmission to the address set forth below:

If intended for the County: The Honorable Woodrow W. "Woody" Gossom Jr.
County Judge Wichita County
900 7th Street, Rm 260, Wichita Falls, Texas 76301

with copies to: Wichita County Criminal District Attorney's Office
ATTN: CIVIL DIVISION
900 7th Street, Rm 351
Wichita Falls, Texas 76301

Wichita County Sheriff's Office
2815 Central E. Fwy.
Wichita Falls, Texas 76301

Wichita County Emergency Mgmt. Office
110 Jefferson St.
Wichita Falls, Texas 76306-7140

If intended for MSUPD: Chief of Police
Midwestern State University
3410 Taft Blvd.
Wichita Falls, TX 76308

With copy to: General Counsel
Midwestern State University
3410 Taft Blvd.
Wichita Falls, TX 76308

4. **Amendment:** This Agreement may be amended by the mutual agreement of the Parties in writing and attached to and incorporated in this Agreement.
5. **Laws Governing:** The parties hereby consent and agree that state courts located in Wichita County, Texas and the United States District Court for the Northern District of Texas (Wichita Falls Division) each shall have personal jurisdiction and proper venue with respect to any dispute between the parties arising in connection with this Agreement. In any such dispute, the parties shall not raise, and do hereby expressly waive, any objection or defense to such jurisdiction as an inconvenient forum. Nothing in the contract or its appendices shall be construed as waiving County's sovereign immunity.
6. **Enforceability:** In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
7. **Headings:** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.
8. **No Third Party Beneficiaries:** Nothing herein shall be construed to give any rights or benefits to anyone other than the County and MSU. Failure to comply with any of the provisions of this Agreement shall not invalidate any action taken pursuant to this Agreement or grant any rights to any person suspected or charged with a crime
9. **Entire Agreement:** This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.
10. **Authorization:** By executing this Agreement, each Party represents that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.
11. **Counterpart:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **No Waiver of Immunities:** Nothing in this Agreement shall be deemed to waive, modify or amend

any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

13. ***Hold Harmless.*** To the extent permitted by the Constitution and the laws of the State of Texas and subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents or employees, or as the result of its performance under this Agreement. Each Party remains solely responsible for any legal defense and any civil liability due to the acts or omission of their employees. Notwithstanding any other terms in this Agreement nothing is construed as a waiver of any legal defense or remedy of any nature to any claim against a Party.

IN WITNESS WHEREOF, the parties hereto, having represented and warranted their authority to enter into and execute this Agreement, have executed this Agreement effective as of the last date written below.

COUNTY OF WICHITA, TEXAS

MIDWESTERN STATE UNIVERSITY,
A COMPONENT INSTITUTION OF THE
TEXAS TECH UNIVERSITY SYSTEM

Woodrow W. Gossom, Jr. County Judge

J. Michael Lewis, Chairman
Texas Tech University System Board of Regents

Date Signed: _____

Date Signed: _____

For County, Attest:

Lori Bohannon, County Clerk

Date Signed: _____

For County, Approved as to Form*:

By: _____
Tracey L. Jennings, Civil Chief
Wichita County Criminal District
Attorney's Office

*By law, the Wichita County Criminal District Attorney's Office may only approve agreements for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.