



TEXAS TECH UNIVERSITY SYSTEM

BOARD OF REGENTS

AGENDA BOOK

May 4-5, 2023



BOARD OF REGENTS
TEXAS TECH UNIVERSITY SYSTEM

AGENDA

May 4-5, 2023

BOARD OF REGENTS

Mr. Mark Griffin, Chairman

Mrs. Ginger Kerrick Davis, Vice Chairwoman

Ms. Arcilia C. Acosta

Mr. Cody C. Campbell

Mr. Clay Cash

Mr. Tim Culp

Mr. Pat Gordon

Dr. Shelley Sweatt

Mr. Dusty Womble

Mr. Hani Michael Annabi, Student-Regent

Standing Committee Chairs and Vice Chairs:

Academic, Clinical and Student Affairs:

Ginger Kerrick Davis (Chair); Shelley Sweatt (Vice Chair); and Hani Annabi (Student Regent)

Audit:

Arcilia Acosta (Chair) and Pat Gordon (Vice Chair)

Facilities:

Dusty Womble (Chair) and Arcilia Acosta (Vice Chair)

Finance and Investments:

Cody Campbell (Chair) and Pat Gordon (Vice Chair)

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

AGENDA

Board of Regents Meeting

Lubbock, Texas

May 4-5, 2023

Abbreviated Agenda with Approximate Times*

Thursday, May 4, 2023

Swearing-in of new regents

8:55 am Ceremonial swearing-in of newly appointed regents
Location: Regents Conference Room (104A), First Floor,
System Building, 1508 Knoxville Avenue, Lubbock,
Texas

Meeting of the Board

9:00 am Call to Order; reconvene as Meeting of the Board and
(or upon conclusion of the Committee of the Whole Board
swearing-in ceremony)

- Approval item

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

9:05 am Recess

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*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, May 4, 2023, prior to the start of the day's meetings, at 8:55 am, a ceremonial swearing-in of the newly appointed regents will take place. The Meeting of the Board will convene immediately following the swearing-in ceremony, at approximately 9:00 am, to handle business as a Committee of the Whole after which the Meeting of the Board will recess. Committee meetings will commence upon recess of the Meeting of the Board at approximately 9:05 am. The Meeting of the Board will reconvene upon adjournment of the last committee meeting of the day or whenever deemed necessary to convene into Executive Session. The Meeting of the Board will recess for the day on Thursday, May 4, 2023, on or before 3:35 pm; however, if needed, the meeting may continue beyond 3:35 pm until completed. The Meeting of the Board will reconvene on Friday, May 5, 2023, no earlier than 8:30 am, to conduct the remainder of its business and to convene into Executive Session, if deemed necessary. The Meeting of the Board is expected to adjourn on Friday, May 5, 2023, on or before 11:00 pm; however, if needed, the meeting may continue beyond 11:00 am until completed. The full board agenda is detailed on pages vi through xiv. 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

May 4-5, 2023

Abbreviated Agenda with Approximate Times*

Thursday, May 4, 2023

Committee Meetings

CONTINUED FROM PREVIOUS PAGE

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|---|---|
| 9:05 am (or upon recess of the Meeting of the Board) | Academic, Clinical and Student Affairs Committee Location: Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas |
| 9:45 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 |
| 10:15 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 |
| 11:15 am (or upon adjournment of the Facilities Cmte. Meeting) | Finance and Investments Committee Location: Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas |

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Board of Regents Meeting

Lubbock, Texas

May 4-5, 2023

Abbreviated Agenda with Approximate Times*

Thursday, May 4, 2023

Meeting of the Board

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| 12:00 pm (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 |
| 12:00 pm | Executive Session Location: Regents Committee Room (106), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas |
| 3:30 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 |
| 3:35 pm | Recess |

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Board of Regents Meeting

Lubbock, Texas

May 4-5, 2023

Abbreviated Agenda with Approximate Times*

Friday, May 5, 2023

Meeting of the Board

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| 8:30 am | <p>Call to Order; reconvene as Meeting of the Board and Committee of the Whole Board</p> <ul style="list-style-type: none"> • Approval item • Introductions and Recognitions • Approval of minutes • Approval of Consent and Information agendas • 2023 and 2024 BOR meeting schedule • SGA President Reports <p>Location: Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas</p> |
| 9:45 am | <p>Executive Session</p> <p>Location: Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas</p> |
| 10:45 am | <p>Following Executive Session, reconvene into Open Session as Committee of the Whole</p> <ul style="list-style-type: none"> • ES Motions, if any • Announcements <p>Location: Regents Conference Room (104A), First Floor, System Building, 1508 Knoxville Avenue, Lubbock, Texas</p> |
| 11:00 am | <p>Adjournment</p> |

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Board of Regents Meeting

May 4-5, 2023

Agenda

Thursday, May 4, 2023

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

Ceremonial swearing-in of newly appointed regents: Before the start of the day’s meetings, the newly appointed regents will participate in a ceremonial swearing-in.

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

I. Meeting of the Board—Call to Order; convene into Open Session of the Board..... Chairman Griffin

A. Committee of the Whole..... Chairman Griffin

1. TTUS: Determination of the existence of conflicts of interest for newly appointed regents and ratification of existing contracts 10

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II. Recess Chairman Griffin

III. Meeting of Standing Committees

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

A. Academic, Clinical and Student Affairs Committee

1. ASU: Approve change in academic rank..... 3
2. ASU: Approve the Master of Science (M.S.) in Hospital and Health Care Facilities Administration..... 4
3. TTU: Approve appointment with tenure 6

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ACS

| | | |
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| 4. | TTU: Approve Bachelor of Applied Arts and Science (B.A.A.S.) Degree with a major in Fashion Merchandising | 7 |
| 5. | TTU: Approve Bachelor of Science (B.S.) Degree with a major in Fashion Merchandising | 9 |
| 6. | TTU: Approve Bachelor of Arts (B.A.) Degree with a major in Human Resource Development..... | 11 |
| 7. | TTU: Approve Master of Veterinary Science (M.V.Sc.) Degree with a major in Veterinary Sciences..... | 13 |
| 8. | TTUHSC: Approve appointments with tenure..... | 15 |
| 9. | Adjournment | |

B. Audit Committee

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|----|-----------------------------|---|
| 1. | TTUS: Report on audits..... | 2 |
| 2. | Adjournment | |

C. Facilities

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| 1. | ASU: Approve total project budget for the Carr Hall Renovation project and accept the Design-Build GMP | 3 |
| 2. | ASU: Authorize expenditures of the Elta Joyce Murphey Auditorium Renovation project for Construction Manager At Risk Pre-construction services | 5 |
| 3. | ASU: Authorize expenditures of the Central Plant Renovations and Additions project for Design-Build Stage II design services | 7 |
| 4. | ASU: Authorize expenditures of the Aviation Program Training Facility project for Design Professional Stage I services | 9 |
| 5. | TTU: Authorize expenditures for the West Village C Residence Hall project for Design-Build Stage II design services..... | 11 |

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| 6. | TTU: Approve exception to <i>Regents’ Rules</i> and the total project budget for the Chemistry Building Renovation project | 13 |
| 7. | TTU: Approve honorary naming of Women’s Basketball Locker Room in honor of Marsha Sharp | 15 |
| 8. | TTUHSC: Authorize expenditures of the Laboratory Animal Resources Center (“LARC”) Expansion project for Design Professional Stage II design services and Construction Manager At Risk Pre-construction services | 17 |
| 9. | TTUS: Report on the Public Art Program | 19 |
| 10. | TTUS: Report on Facilities Planning and Construction projects..... | 20 |
| 11. | Adjournment | |

D. Finance and Investments Committee

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| 1. | ASU: Approve negotiations and execution of contract for health clinic operations | 3 |
| 2. | TTU: Authorize president to execute a consulting contract with Ruffalo Noel Levitz to develop a strategic enrollment plan | 4 |
| 3. | TTUS: Authorize issuance of Revenue Financing System Bonds for eligible projects for construction and/or acquisition of infrastructure for TTUS, refund certain outstanding debt obligations issued for the benefit of TTUS or participants of the TTUS RFS and to pay costs relating to the issuance of the bonds | 5 |
| 4. | TTUS: Investment Performance Update..... | 6 |
| 5. | Adjournment | |

IV. Meeting of the Board—Call to Order; reconvene into Open Session of the Board..... Chairman Griffin

- V. **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 Griffin
 - 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
- VI. **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 Chairwoman Kerrick Davis
- VII. **Recess** Chairman Griffin

Friday, May 5, 2023
Regents Conference Room (104A), First Floor,
System Building, 1508 Knoxville Avenue,
Lubbock, Texas

- VIII. **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 Griffin
 - A. Committee of the Whole..... Chairman Griffin

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| 2. TTUS: Authorize resolution honoring the late Dr. Bernhard Mittermeyer | 11 |
| B. Introductions and Recognitions | Chancellor Mitchell, President Hawkins, Interim President Lamb, President Schovanec, President Rice-Spearman, and President Lange |
| IX. Recess (if necessary, for standing committees to meet; otherwise continue in Open Session (XII.)) | |
| X. Meeting of Standing Committees (if not concluded on Thursday) | |
| XI. 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) | |
| XII. 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 February 23-24, 2023..... | Chairman Griffin |
| B. Committee of the Whole..... | Vice Chairwoman Kerrick Davis |
| 3. ASU, MSU, TTU, TTUHSC, TTUHSC El Paso, TTUSA and TTUS: Approve Consent Agenda; acknowledge review of Information Agenda | 13 |

Consent Agenda

- a. MSU: Approve emeritus appointment (ACS)
- b. MSU: Approve exception to nepotism policy (ACS)
- c. TTU: Approve faculty development leaves of absence (ACS)
- d. TTUHSC: Approve emeritus appointments (ACS)
- e. TTUHSC: Approve revisions to the Student Handbook and Code of Professional Conduct, effective September 1, 2023 (ACS)

- f. TTUHSC El Paso: Approve revisions to the 2023-2024 Institutional Student Handbook: Code of Professional Conduct effective September 1, 2023 (ACS)
- g. ASU, MSU, TTU, TTU SVM, TTUHSC, TTUHSC El Paso, and TTUSA: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 report (F)
- h. TTU: Approve building name change for the English & Philosophy building (F)
- i. TTUHSC El Paso: Approve updating several building names within the inventory and authorize submission to THECB (F)
- j. ASU, MSU, TTU and TTUSA, TTUHSC, and TTUHSC El Paso: Approve FY 2024 and FY 2025 holiday schedules (FI)
- k. ASU: Authorization to execute a contract amendment with Skyline Aviation Inc. for Flight Training Courses for the 2024 school year (FI)
- l. MSU: Approve commissioning of police officer (FI)
- m. TTU: Approve commissioning of police officers (FI)
- n. TTU: Approve modification of the Margret Stuart Pre-Med Scholarship Endowment (FI)
- o. TTU: Approve modification of the Robert C. Goodwin Memorial endowment (FI)
- p. TTUS: Approve establishment of quasi-endowment for Chancellor's Academy for Lifelong Leaders (FI)
- q. TTU: Authorize negotiations with Leona Marketing Group, LLC for TTU Athletic Department strategic advisory and negotiation consulting services (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 2023 (as of February 28, 2023), per Section 01.02.8.d(3)(g), *Regents' Rules* – All actual expenditures will be reviewed by the Finance and Investments 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: Contracts for ongoing and continuing health-related service relationships per Section 07.12.4.c, *Regents' Rules* – The following are excepted from the requirements of Section 07.12.3.a and 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 or new health related services 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. Before such a contract may be executed, the president shall obtain the prior review of the TTU system Office of General Counsel and the TTU system 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: Consulting contracts with an initial consideration of \$100,000 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 \$100,000 or less prior to execution of the contract by the chancellor or president, as appropriate. (b) A report of the contract shall be provided as an Information Agenda item at the next board meeting.”
- (4) TTU, 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* – The following are excepted from the requirements of Section 07.12.3.a and 07.12.3.b, *Regents' Rules*, “the chancellor or president, or the chancellor or presidents designee, 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 Programs 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) ASU, MSU, TTU, TTUHSC and TTUHSC El Paso: Named funds approval per Section 13.02.3a., *Regents’ Rules* – “The board delegates approvals to name endowments or other gift funds established through a private gift of less than \$5 million to the president of the benefitting institution, in consultation and cooperation with the chancellor and the vice chancellor of Institutional Advancement. Notice shall be provided to the board of regents as part of the information agenda at the next board meeting.”
- (7) TTU: Emergency or exigent circumstances approval of a contract by Section 07.12.3.i, *Regents’ Rules* – “Unless prohibited by law, 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 proposal submitted by the chancellor, or the chancellor’s designee, by verbal approval of the chair or of the chair of the Finance and Investments Committee. Contracts approved in this manner shall be presented to the board as an information item at the next board meeting.”

- C. Schedule for Board meetings:
 - August 10-11, 2023, Lubbock
 - November 16-17, 2023, Lubbock
 - February 29 – March 1, 2024, Wichita Falls
 - May 23-24, 2024, Lubbock
 - August 8-9, 2024, Lubbock
 - November 14-15, 2024, Lubbock Keino McWhinney
- D. Student Government Association Reports Kam Wiese,
 Gabi Pettijohn,
 Joel Rivero,
 Cheyanna Petty,
 and Georgia Hejny

XIII. 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 Griffin

- 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

XIV. 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 Chairwoman Kerrick Davis
- B. Chairman’s Announcements Chairman Griffin

XV. Adjournment Chairman Griffin

**ACADEMIC,
CLINICAL AND
STUDENT AFFAIRS**

Academic, Clinical and Student Affairs Committee

Committee Meeting
May 4, 2023

Time: 9:05 am (or upon recess of the Meeting of the Board)

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

Regents: Kerrick Davis (Chair) and Sweatt (Vice Chair) and Hani Annabi (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 February 23, 2023

III.A. 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”)

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| | ACS |
| 1. ASU: Approve change in academic rank..... | 3 |
| 2. ASU: Approve the Master of Science (M.S.) in Hospital and Health Care Facilities Administration | 4 |
| 3. TTU: Approve appointment with tenure..... | 6 |
| 4. TTU: Approve Bachelor of Applied Arts and Science (B.A.A.S.) Degree with a major in Fashion Merchandising | 7 |
| 5. TTU: Approve Bachelor of Science (B.S.) Degree with a major in Fashion Merchandising | 9 |
| 6. TTU: Approve Bachelor of Arts (B.A.) Degree with a major in Human Resource Development | 11 |

- 7. TTU: Approve Master of Veterinary Science (M.V.Sc.)
Degree with a major in Veterinary Sciences 13
- 8. TTUHSC: Approve appointments with tenure 15
- 9. 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. ASU: Approve change in academic rank.

Presenter: Dr. Donald R. Topliff

Presentation Time: 2 minutes

Board approval required by: Section 04.02, *Regents' Rules*; and ASU Operating Policy 06.23

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents approve the changes in academic rank for the faculty of Angelo State University ("ASU") as listed below, effective September 1, 2023.

Nicholas J. Negovetich, Ph.D., associate professor to professor,
Department of Biology, College of Science and Engineering.

BACKGROUND INFORMATION

The member of the faculty whose name appears above has been judged by the appropriate department and college committees and administrative personnel as worthy of the promotion for which he has been recommended. The procedure used in recommending members of the faculty for promotion has been carefully followed.

2. ASU: Approve the Master of Science (M.S.) in Hospital and Health Care Facilities Administration.

Presenter: Dr. Don Topliff

Presentation Time: 3 minutes

Board approval required by: 04.09.01, *Regents' Rules*; 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 request for the Master of Science ("M.S.") degree in Hospital and Health Care Facilities Administration within the Norris-Vincent College of Business and authorize submission to the Texas Higher Education Coordinating Board seeking its approval for such a program and to the Southern Association of Colleges and Schools for its review. Implementation of this new program will begin in fall 2023.

BACKGROUND INFORMATION

In the past few years there has been significant changes across healthcare administration in San Angelo and nearby communities. As a result, it has become increasingly important to develop the next and future generation of healthcare administrators for San Angelo and beyond. The purpose of the Master of Science in Hospital and Health Care Facilities Administration ("MS HHCFA") will be to serve as the solution provider to meet this need. Accordingly, we have established a partnership with the 3 main healthcare providers in our region, Shannon Medical, La Esperanza Clinic, and West Texas Rehabilitation Center. This new program differs from our current MBA in Healthcare Management because it requires 9 hours (3 courses) of in-person Administrative Residency with one of our partners.

This program is designed to develop the next generation of San Angelo Healthcare Administrators, by providing them the opportunity to work directly with our community healthcare providers. This is a modification of our existing MBA Healthcare Management program. The proposed new program substitutes 9 hours of MBA courses with 9 hours of residency.

Current MBA courses are being used for this new degree program. Two courses are being developed by the repackaging of MGMT 6371 *Internship* and MGMT 6381 *Special Topics*, those courses are at the same level as the new ones to be offered (MGMT 6351 *Administrative Residency I*, 6352 *Administrative Residency II*). Only one new course is being created, MGMT 6353 *Administrative Residency III*, this residency course is at our Healthcare partners and the role that they serve is a role that is served by Master's prepared employees.

Proposed Healthcare Organization Partner Responsibilities:

We propose that each Healthcare Organization Partner commit to providing a minimum of one spot for a student to be placed within their organization. Each student would be required to work a minimum of 20 hours a week over the course of the program. We propose the students to be compensated at a rate of \$20.00 per hour for an approximate total of \$20,000 for the entire year.

Table 1. Five-Year Enrollment Projection

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------------------|----------|-----------|-----------|-----------|-----------|
| Total New Students | 5 | 10 | 15 | 15 | 15 |
| Attrition | 0 | 2 | 2 | 2 | 2 |
| Cumulative Headcount | 5 | 13 | 21 | 21 | 21 |
| FTSE | 5 | 13 | 21 | 21 | 21 |
| Graduates | 0 | 5 | 13 | 13 | 13 |

Table 2. Five-Year Costs and Funding Sources

| Cost Category | Cost Sub-Category | 1st Year | 2nd Year | 3rd Year | 4th Year | 5th Year | TOTALS |
|--|-------------------|----------|----------|----------|----------|----------|-----------|
| Faculty Salaries | New | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | Reallocated | \$40,000 | \$40,000 | \$40,000 | \$40,000 | \$40,000 | \$200,000 |
| Program Administration | New | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | Reallocated | \$10,000 | \$10,000 | \$10,000 | \$10,000 | \$10,000 | \$50,000 |
| Clerical/ Staff | New | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | Reallocated | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Supplies and Materials | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Library & Instructional Technology Resources | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Equipment | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Facilities | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTALS | | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$250,000 |

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

| Funding Category | 1st Year | 2nd Year | 3rd Year | 4th Year | 5th Year | TOTALS |
|------------------|-----------|-----------|-----------|-----------|-----------|-------------|
| Formula Funding | | | \$154,745 | \$250,540 | \$250,540 | \$655,825 |
| Tuition and Fees | \$137,589 | \$294,732 | \$451,875 | \$536,608 | \$536,608 | \$1,957,412 |
| Reallocation | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$250,000 |
| TOTALS | \$187,589 | \$344,732 | \$656,620 | \$837,148 | \$837,148 | \$2,863,237 |

The projected five-year costs are \$250,000 and the projected revenue over the five-year period is \$2,863,337. No new faculty lines will be added to the program.

4. TTU: Approve Bachelor of Applied Arts and Science (B.A.A.S.) Degree with a major in Fashion Merchandising.

Presenter: Dr. Ronald Hendrick

Presentation Time: 3 minutes

Board approval required by: Section 04.09.1, *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, Bachelor of Applied Arts and Science (“B.A.A.S.”) degree with a major in Fashion Merchandising 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 acknowledgment of a new degree program.

BACKGROUND INFORMATION

The Bachelor Applied Arts and Science in Fashion Merchandising will be offered mostly face-to-face on the Lubbock campus with some online course delivery options. The program may also be available in a hybrid format at our distance campuses across the state. The purpose of the Bachelor of Applied Arts and Sciences is to offer students with formal training in a vocational-technical studies area the opportunity to obtain a baccalaureate degree without the significant loss of credits that can occur when transferring to a four-year institution. Students entering this program are required to have completed an Associate of Applied Arts and Sciences degree.

According to the Bureau of Labor Statistics, in the third quarter of 2020, the retail industry in the US employs over 15,000,000 workers. A significant portion of those employees works in the field of fashion merchandising. The Texas Workforce Commission states that merchandisers and supervisors currently employ over 113,000 Texans and are projected to need over 160,000 by 2026. Further, the annual gap in workers in this area is over 15,000, and most of these positions require a bachelor’s degree.

Given the current climate, retailers are seeking to capitalize on the digital transformation of the industry, according to Deloitte. Digital retail responses are pandemic-proof. Moving the retail industry to a dominant online footprint requires new and different skills. Critical new skills include problem-solving, experience curation, innovation, and technology. These advanced skills are included in this proposed Fashion Merchandising degree offering.

A review of existing programs in Texas finds there is no institution that offers the B.A.A.S. degree in Fashion Merchandising. According to the National Center for Education Statistics, 63% of first-time full-time students will graduate with their

degree within six years. This leaves as much as 37% of those fashion merchandising students with an incomplete degree who could benefit from this program. Additionally, students with an associate degree who desire to work in the retail industry could benefit from the availability of this degree. Given the gap in degrees awarded in Fashion Merchandising and the need from the retail industry for qualified workers in this area, the creation of the B.S. in Fashion Merchandising at Texas Tech would meet a critical need in the state and the Lubbock area.

The enrollment projections given in the table below are based on steady growth as the program is advertised and marketed to two-year colleges throughout the state.

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|----------------------|---------------|---------------|---------------|---------------|---------------|
| Total New Students | 2 | 5 | 8 | 12 | 15 |
| Attrition* | 1 | 2 | 2 | 3 | 3 |
| Cumulative Headcount | 2 | 6 | 10 | 14 | 17 |
| FTSE (fall) | 2 | 6 | 10 | 14 | 17 |
| Graduates | 0 | 1 | 4 | 7 | 10 |

* Attrition applied at the beginning of the following year

The projected five-year costs and funding are given in the table below. Because all courses required for the degree program are already taught, no additional funds are required to develop the degree content. The five-year costs shown in the table account for the total of the proposed B.S. and B.A.A.S degree programs in Fashion Merchandising. The personnel costs reflect prorated efforts of faculty salaries and program administration costs. Supplies and Materials costs reflect estimates for office expenses and supplies and promotional materials. The five-year funding shown reflects state formula funding in years three through five and tuition and fees.

| Five-Year Costs | | Five-Year Funding | |
|---|-----------------|---------------------------------|------------------|
| Personnel (administration and salaries)* | \$69,800 | Reallocated Funds | \$0 |
| Facilities and Equipment | \$0 | Anticipated New Formula Funding | \$124,600 |
| Supplies and Materials* | \$2,500 | Special Item Funding | \$0 |
| Other | \$0 | Tuition and fees | \$217,560 |
| Total Costs | \$72,300 | Total Funding | \$342,160 |

* Total costs for the proposed B.S. and B.A.A.S. degree programs in Fashion Merchandising

5. TTU: Approve Bachelor of Science (B.S.) Degree with a major in Fashion Merchandising.

Presenter: Dr. Ronald Hendrick

Presentation Time: 3 minutes

Board approval required by: Section 04.09.1, *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, Bachelor of Science (“B.S.”) degree with a major in Fashion Merchandising 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 acknowledgment of a new degree program.

BACKGROUND INFORMATION

The Bachelor of Science in Fashion Merchandising will be offered mostly face-to-face on the Lubbock campus with some online course delivery options. The program may also be available in a hybrid format at our distance campuses across the state. The purpose of creating this degree is to meet the need of the retail industry in the field of fashion merchandising, as presented below.

According to the Bureau of Labor Statistics, in the third quarter of 2020, the retail industry in the US employs over 15,000,000 workers. A significant portion of those employees works in the field of fashion merchandising. The Texas Workforce Commission states that merchandisers and supervisors currently employ over 113,000 Texans and are projected to need over 160,000 by 2026. Further, the annual gap in workers in this area is over 15,000, and most of these positions require a bachelor’s degree.

Given the current climate, retailers are seeking to capitalize on the digital transformation of the industry, according to Deloitte. Digital retail responses are pandemic-proof. Moving the retail industry to a dominant online footprint requires new and different skills. Critical new skills include problem-solving, experience curation, innovation, and technology. These advanced skills are included in this proposed Fashion Merchandising degree offering.

A review of existing programs in Texas finds that Texas Women’s University, Sam Houston State University, Stephen F. Austin University, North Texas University, and Texas State University currently offer a B.S. in Merchandising or Fashion Merchandising. Texas Tech currently offers a concentration in Fashion Merchandising through its Retail Management program. Given the gap in degrees awarded in Fashion Merchandising and the need from the retail industry

for qualified workers in this area, creating the B.S. in Fashion Merchandising at Texas Tech would meet a critical need in the state and the Lubbock area.

The enrollment projections in the table below are based on discussions with students and advisors and extrapolation from other national programs. Given our current population of students in the fashion merchandising concentration, we are confident in the projected numbers once the degree program is approved and advertised.

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|----------------------|---------------|---------------|---------------|---------------|---------------|
| Total New Students | 10 | 15 | 18 | 24 | 32 |
| Attrition* | 1 | 2 | 2 | 4 | 4 |
| Cumulative Headcount | 10 | 24 | 39 | 61 | 75 |
| FTSE (fall) | 10 | 24 | 39 | 61 | 75 |
| Graduates | 0 | 0 | 0 | 6 | 10 |

* Attrition applied at the beginning of the following year

The projected five-year costs and funding are given in the table below. Because all courses required for the degree program are already taught, no additional funds are required to develop the degree content. The five-year costs shown in the table account for the total of the proposed B.S. and B.A.A.S degree programs in Fashion Merchandising. The personnel costs reflect prorated efforts of faculty salaries and program administration costs. Supplies and Materials costs reflect estimates for office expenses and supplies and promotional materials. The five-year funding shown reflects state formula funding in years three through five and tuition and fees.

| Five-Year Costs | | Five-Year Funding | |
|---|-----------------|---------------------------------|--------------------|
| Personnel (administration and salaries)* | \$69,800 | Reallocated Funds | \$0 |
| Facilities and Equipment | \$0 | Anticipated New Formula Funding | \$385,507 |
| Supplies and Materials* | \$2,500 | Special Item Funding | \$0 |
| Other | \$0 | Tuition and fees | \$927,960 |
| Total Costs | \$72,300 | Total Funding | \$1,313,467 |

* Total costs for the proposed B.S. and B.A.A.S. degree programs in Fashion Merchandising

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|----------------------|---------------|---------------|---------------|---------------|---------------|
| Total New Students | 60 | 100 | 150 | 200 | 250 |
| Attrition* | 6 | 10 | 23 | 34 | 40 |
| Cumulative Headcount | 60 | 154 | 237 | 464 | 637 |
| FTSE (fall) | 48 | 124 | 296 | 372 | 510 |
| Graduates | 0 | 0 | 20 | 60 | 80 |

* Attrition applied at the beginning of the following year

Projected five-year costs and funding are given in the table below. The five-year costs account for added personnel costs needed to meet the projected enrollment needs. Based on the enrollment projections, the program will hire one Assistant Professor of Practice in years two, three, and five (\$130,000 in new costs because \$65,000 is reallocated from existing funding). The five-year funding shown includes the reallocated funds for the Professor of Practice hire in year two, state formula funding in years three through five, and tuition and fees.

| Five-Year Costs | | Five-Year Funding | |
|--|------------------|---------------------------------|--------------------|
| Personnel (administration and salaries) | \$195,000 | Reallocated Funds | \$65,000 |
| Facilities and Equipment | \$0 | Anticipated New Formula Funding | \$524,000 |
| Supplies and Materials* | \$0 | Special Item Funding | \$0 |
| Other | \$0 | Tuition and fees | \$1,287,000 |
| Total Costs | \$195,000 | Total Funding | \$1,876,000 |

7. TTU: Approve Master of Veterinary Science (M.V.Sc.) Degree with a major in Veterinary Sciences.

Presenter: Dr. Ronald Hendrick

Presentation Time: 3 minutes

Board approval required by: Section 04.09.1, *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 Veterinary Sciences ("M.V.Sc.") degree with a major in Veterinary Sciences 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 acknowledgment of a new degree program.

BACKGROUND INFORMATION

The Texas Tech University ("TTU") School of Veterinary Medicine ("SVM") Master of Veterinary Sciences degree, which is housed in the Graduate School, is a pioneering program that will position TTU as a leader in veterinary sciences/one health research and innovation and in preparing past-baccalaureate students for successful careers in veterinary education, biomedical/one health/veterinary research, and in animal industries within the private, government, or non-profit sectors.

The workforce demand for animal health-related skills greatly exceeds the current supply and will continue to do so well into the future. The Bureau of Labor Statistics predicts that the national veterinary sciences-related job market will grow by 17% (including the creation of 14,500 new positions) between 2020 and 2030. This veterinary health job market demand includes food production, vaccine production, food safety, veterinary health research, and public health industries.

The Master of Veterinary Sciences is designed to provide excellent education and training in veterinary/one health sciences that integrate animal, human, and ecosystem health. The program will rely on an inquiry-/competency-based approach to learn and apply key concepts and engage in novel research.

Students for the M.V.Sc program will be recruited broadly through comprehensive advertising efforts directed at baccalaureate students with backgrounds and interests in animal sciences, agricultural economics, biological and chemical sciences, human sciences, and one health. Additional recruitment efforts will focus on leveraging the TTU network to identify students from underserved and underrepresented groups, including first-generation students

and students from rural communities. Additional outreach will be made to government labs and industrial partners in the animal, food, and biotechnology sectors.

As shown in the table below, the initial plan is to limit enrollment to ten students per year and evaluate growing it further after the fifth year.

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------------------|---------------|---------------|---------------|---------------|---------------|
| Total New Students | 10 | 10 | 10 | 10 | 10 |
| Attrition* | 1 | 1 | 1 | 1 | 1 |
| Cumulative Headcount | 10 | 19 | 19 | 19 | 19 |
| FTSE** | 8 | 15 | 15 | 15 | 15 |
| Graduates | 0 | 9 | 9 | 9 | 9 |

* Attrition applied at the beginning of the following year.

**Full-time student equivalent for the fall semester of the respective academic year.

The program will enable students to develop proficiency in veterinary/one health concepts, communication, collaboration, and leadership. The flexible curriculum allows the pursuit of education specifically related to the individual student's interest and career focus. The core coursework develops foundational concepts in veterinary sciences and the application of those concepts. Core coursework also will reinforce the skills of inquiry and investigative research and build competency in scientific and professional communication. Elective coursework leverages the curriculum provided by the One Health Science doctoral program, allowing students to pursue advanced training and/or research in areas of their interest.

In the table below, there are no Five-Year Costs because the existing Doctor of Veterinary Medicine and One Health Sciences faculty are already teaching the courses required for the program. And existing Facilities and Equipment in the DVM and One Health Sciences programs are such that no new additional funding is required. The Five-Year Funding reflects anticipated new formula funding and tuition and fees based on the student enrollment shown in the table above.

| Five-Year Costs | | Five-Year Funding | |
|---|------------|---------------------------------|------------------|
| Personnel (administration and salaries) | \$0 | Reallocated Funds | \$0 |
| Facilities and Equipment | \$0 | Anticipated New Formula Funding | \$242,231 |
| Other | \$0 | Tuition and fees | \$489,300 |
| Total Costs | \$0 | Total Funding | \$731,531 |

8. **TTUHSC: Approve appointments with tenure.**

Presenter: Dr. Darrin D'Agostino

Presentation Time: 2 minutes

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

RECOMMENDATION

The president recommends and the chancellor that the Board of Regents approve the granting of tenure for the following faculty members of Texas Tech University Health Sciences Center as listed below, concurrently with their respective appointments.

Michael C. Wiener, Ph.D. joined the TTUHSC School of Medicine, Department of Cell Physiology and Molecular Biophysics as a professor and chair, on January 1, 2023, from the University of Virginia where he was a tenured professor (tenure was awarded on July 1, 2005). He earned a B.S. in Physics from the University of Rochester, M.S. in Physics and Ph.D. in Physics and Biophysics from the Carnegie Mellon University. Dr. Wiener's postdoctoral fellowship was conducted at the University of California at Irvine and the University of California at San Francisco. His research is in membrane protein crystallization, crystallography and outer membrane active transport.

Dr. Gerard Carrino joined TTUHSC on February 1, 2023, as a professor and TTUHSC's Inaugural Dean of the Julia Jones Matthews School of Population and Public Health. He has a consistent record of success and significant relevant accomplishments from multiple organizations during his career. He brings tremendous experience in program development, leadership, teaching, clinically relevant service, and research meriting tenure in accordance with school tenure and promotion policies. Dr. Carrino joined TTUHSC from Texas A&M University (TAMU) where he served as Department Head of the largest department at TAMU. Prior to this time, he spent the first 25 years as a true public health professional. In 2016 Dr. Carrino entered academe joining the faculty of TAMU School of Public Health as an "Instructional Professor" (rank of full professor). Within a short time, he was appointed the Interim Department Head and ultimately selected as Department Head of Health Policy & Management, and remained in this position until joining TTUHSC.

BACKGROUND INFORMATION

Pursuant to Section 04.02, *Regents' Rules*, the Board of Regents approves the awarding of academic tenure with initial appointment. Approval of tenure at this BOR meeting for this individual brings the number of tenured faculty in all academic schools of the Health Sciences Center to 157. There are a total of 208 faculty either in the tenure-track or tenured. After this appointment, the

percentage of tenure track faculty who has been awarded tenure will be approximately 75.48 percent. The number of faculty on the non-tenure track is 549.

AUDIT

Audit Committee

Committee Meeting
May 4, 2023

Time: 9:45 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: Acosta (Chair) and Gordon (Vice Chair)
(The Audit Committee consists of all nine board members.)

Agenda

- Approve minutes of committee meeting held on February 23, 2023
- III.B.** 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”)

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| 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
May 4, 2023

Time: 10:15 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 Acosta (Vice Chair)
(The Facilities Committee consists of all nine board members.)

Agenda

- Approve minutes of committee meeting held on February 23, 2023
- III.C.** 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”)

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| 1. ASU: Approve total project budget for the Carr Hall Renovation project and accept the Design-Build GMP | 3 |
| 2. ASU: Authorize expenditures of the Elta Joyce Murphey Auditorium Renovation project for Construction Manager At Risk Pre-construction services..... | 5 |
| 3. ASU: Authorize expenditures of the Central Plant Renovations and Additions project for Design-Build Stage II design services | 7 |
| 4. ASU: Authorize expenditures of the Aviation Program Training Facility project for Design Professional Stage I services..... | 9 |
| 5. TTU: Authorize expenditures for the West Village C Residence Hall project for Design-Build Stage II design services..... | 11 |

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| 6. | TTU: Approve exception to <i>Regents' Rules</i> and the total project budget for the Chemistry Building Renovation project | 13 |
| 7. | TTU: Approve honorary naming of Women's Basketball Locker Room in honor of Marsha Sharp | 15 |
| 8. | TTUHSC: Authorize expenditures of the Laboratory Animal Resources Center ("LARC") Expansion project for Design Professional Stage II design services and Construction Manager At Risk Pre-construction services | 17 |
| 9. | TTUS: Report on the Public Art Program | 19 |
| 10. | TTUS: Report on Facilities Planning and Construction projects | 20 |
| 11. | 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 total project budget for the Carr Hall Renovation project and accept the Design-Build GMP.

Presenter: Mr. Billy Breedlove

Presentation Time: 5 minutes

Board approval required by: Section 08.01., *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) accept the Guaranteed Maximum Price ("GMP") for construction of the Carr Hall Renovation project; (ii) increase the budget by \$6,465,612 for a total project budget of \$8,561,645; (iii) report the project to the Texas Higher Education Coordinating Board ("THECB"); and (iv) amend the Design-Build Agreement. The total project budget will be funded with Institutional Cash and through the Revenue Finance System ("RFS"), repaid with Institutional 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 \$8,561,645.

The president further recommends that the chancellor authorize the president to negotiate and execute 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 Carr Hall Renovation project with a total project budget of \$8,561,645.

The project will deliver a complete interior renovation of the Carr Hall Residence building, which is a 19,553 GSF, two-story structure built in 1959. The project will modernize the campus residential facility with an anticipated 64 bed count.

The scope of work will include restructuring the existing dorm rooms to meet the current housing trends and hoteling opportunities, with code compliant layouts and fixture counts. Both the lobby and common spaces will be renovated. A new mechanical distribution and equipment system will be provided that will isolate return and supply air cycles to each suite – creating a healthy building. New plumbing distribution and fixtures will be provided throughout. New electrical distribution and switchgear, along with network cabling and technology upgrades will be provided. Critical life safety systems: fire alarm, fire suppression and building controls will be installed. New furniture, fixtures, and equipment will be provided.

In November 2022, the Board of Regents approved expenditures of \$1,928,839 for a total of \$2,096,033 for the Carr Hall Renovation project, with an anticipated project budget of \$6,800,000. The Board authorized an amendment to the Design-Build Agreement for Stage II design services and accepted the Guaranteed Maximum Price (“GMP”) for Bid Package 1 – Selective Demolition and Early Equipment Package and authorized its execution.

In August 2022, the Board of Regents approved expenditures of \$167,194 and authorized the Design-Build firm to proceed with Stage I design services and provide pre-construction activities for the Carr Hall Renovation project, with an anticipated project budget of \$6,800,000. The Board also waived the use of a Construction Manager Agent (“CMA”), waived the board directed fee for landscape enhancements, and waived the board directed fee for public art.

The vice president for finance and administration 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.

2. ASU: Authorize expenditures of the Elta Joyce Murphey Auditorium Renovation project for Construction Manager At Risk Pre-construction services.

Presenter: Mr. Billy Breedlove

Presentation Time: 5 minutes

Board approval required by: Section 08.01., *Regents' Rules*

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents authorize the chancellor or the chancellor's designee to (i) approve expenditures of \$237,312 for a total of \$946,215 for the Elta Joyce Murphey Auditorium Renovation project, with an anticipated project budget of \$6,000,000; (ii) award a Construction Manager At Risk Agreement; and (iii) authorize Pre-construction services. The total expenditures of \$946,215 which includes the previously approved \$708,903 will be funded through the Revenue Finance System ("RFS") repaid with gifts and Higher Education Funds ("HEF").

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 \$6,000,000.

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

BACKGROUND INFORMATION

This approval grants authority to award a Construction Manager At Risk Agreement and authorizes 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 project will provide life/safety and accessibility code review and analysis, programming, and design for the existing 8,205 SF, 400+ seat auditorium theatre with support spaces located inside the Sol Mayer Administration Building built in 1947. The proposed renovation project will renovate 5,679 SF of existing space, excluding below stage areas (dressing rooms, restrooms, etc.). The building will be expanded by approximately 598 GSF to accommodate additional restroom facilities for theater occupancy, accessibility, and plumbing code compliance. The lobby will be updated with a ticket booth, new finishes, and lighting. The auditorium will be remodeled for accessibility compliance. The main entrance to the auditorium will be reworked to include new steps, and a TAS compliant ramp.

Additional electrical, mechanical, and plumbing distribution and fixtures will be provided.

In February 2023, the Board of Regents granted authority to amend the Design Professional Agreement for Stage II design services consisting of Design Development (“DD”), Construction Documents (“CD”), Construction Administration (“CA”) Phases, and to provide a Statement of Probable Cost.

In November 2022, the Board of Regents granted authorization to proceed with the Elta Joyce Murphey Auditorium Renovation project, with an anticipated project budget of \$6,000,000. Awarded a Design Professional Agreement and authorized Stage I design services to move forward on the project’s vision through the programming and schematic design phases, provide a Statement of Probable Cost, and project schedule. Also, granted approval to waive the use of a Construction Manager Agent (“CMA”); waive the board directed fee for landscape enhancements; and waive the board directed fee for public art.

On June 14, 2022, ASU President Hawkins announced a major gift from local philanthropist and arts enthusiast Elta Joyce McAfee to help fund the restoration and renovation of ASU’s University Auditorium, which will be re-named the Elta Joyce Murphey Auditorium. The auditorium is being commemorated under McAfee’s given name of Murphey to honor her contribution and her family.

McAfee’s contribution to the auditorium renovations is also just the latest example of her longstanding support of ASU. She has been a member of the ASU President’s Circle since 1980, supports ASU athletics at the annual Phil George Blue & Gold Dinner and Auction, and has contributed to the ASU Friends of Art and Music Entertainment (“FAME”) Scholarship Endowment. She also supports the ASU Friends of the Library and the ASU Office of the Laura W. Bush Institute for Women’s Health.

The May 5, 2022, Board of Regents’ Minute Order from Executive Session authorized naming an area within an ASU facility in accordance with terms and conditions set forth in Executive Session and delegate to President Hawkins the authority to announce the naming at the appropriate time.

The vice president for finance and administration 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. ASU: Authorize expenditures of the Central Plant Renovations and Additions project for Design-Build Stage II design services.

Presenter: Mr. Billy Breedlove

Presentation Time: 5 minutes

Board approval required by: Section 08.01., *Regents' Rules*

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents authorize the chancellor or the chancellor's designee to (i) approve expenditures of \$1,868,537 for a total of \$2,872,087 for the Central Plant Renovations and Additions project, with an anticipated project budget of \$36,000,000; (ii) amend the Design-Build Agreement; and (iii) authorize Stage II design services. The total expenditures of \$2,872,087 which includes the previously approved \$1,003,550 will be funded through the Revenue Finance System ("RFS"), repaid with Capital Construction Assistance Projects ("CCAP") Legislative appropriations.

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 \$36,000,000.

The president further recommends that the chancellor authorize the president to negotiate and execute 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 amend the Design-Build Agreement for Stage II design services consisting of Design Development ("DD"), Construction Documents ("CD"), Construction Administration ("CA") Phases, and to provide a Statement of Probable Cost.

The project will deliver:

- The existing plant will receive new chilled water & heating water equipment, variable speed centrifugal chiller with chilled water pumps, gas-fired boilers, heating water pumps, and condenser fluid pumps, upgrade electrical equipment, and replace the existing evaporative cooling towers with more efficient water & energy cooling towers.
- Piping will be configured to obtain more flexibility & redundancy between the chillers, chilled water pumps & condensing fluid pumps.
- The Building Automation System will be upgraded.

- The necessity for a new supplemental utility plant is being analyzed based on supply and demand models to resolve flow issues on the expanding west end of campus.

In November 2022, the Board of Regents granted authorization to proceed with the Central Plant Renovations and Additions project through the Capital Construction Assistance Projects with an anticipated total budget of \$36,000,000. Awarded a Design-Build Agreement and authorized Stage I design services to move forward with the project's vision through the programming and schematic design phases, provide a Statement of Probable Cost, and project schedule. Authorized 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 Board also waived the board directed fee for landscape enhancements; and waived the board directed fee for public art.

In May 2022, the Board of Regents acknowledged that on April 19, 2022, the chair granted an exigent circumstances approval that authorized use of the Revenue Finance System for the individual total project budgets of the Capital Construction Assistance Projects for TTU System institutions.

The vice president for finance and administration 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. ASU: Authorize expenditures of the Aviation Program Training Facility project for Design Professional Stage I services.

Presenter: Mr. Billy Breedlove

Presentation Time: 5 minutes

Board approval required by: Section 08.01., Section 08.01.3.e, Section 08.02.4.a., and Section 08.02.6, *Regents' Rules*

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents approve the concept for the project and authorize the chancellor or the chancellor's designee to (i) approve expenditures of \$160,171 in order to provide planning and design services for the Aviation Program Training Facility project, with an anticipated project budget of \$6,200,000; (ii) waive the use of a Construction Manager Agent ("CMA"); (iii) waive the board directed fee for landscape enhancements; (iv) waive the board directed fee for public art; (v) award the Design Professional Agreement; and (vi) authorize Stage I design services. The expenditures will be funded through the Revenue Finance System ("RFS") repaid with gifts and grants.

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 \$6,200,000.

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

BACKGROUND INFORMATION

This approval grants authorization to proceed with the Aviation Program Training Facility project, with an anticipated project budget of \$6,200,000. Awards a Design Professional Agreement and authorizes Stage I design services to move forward on the project's vision through the programming and schematic design phases, provide a Statement of Probable Cost, and project schedule. Also, grants approval to waive the use of a Construction Manager Agent ("CMA"); waive the board directed fee for landscape enhancements; and waive the board directed fee for public art.

Due to the university's immediate need for the space, the design professional was selected from the university's approved design professional pre-qualification list. The firm KFW Architects was selected based upon their specific expertise in

the area of aviation design, and their extensive knowledge of the Mathis Field Airport property, and their relationship with the City of San Angelo.

The project will provide an approximate 14,400 GSF facility containing classrooms, simulator rooms, open study/work cubicles, program director, chief pilot, and instructor offices. Also, the facility will host a main lobby / waiting area with recruiting lounge, restrooms, and service area.

In November 2021, the Board of Regents authorized the ASU president to negotiate a ground lease agreement with the City of San Angelo for approximately 3.0 acres of land at the Mathis Field Airport for the construction of a future facility to house the Bachelor of Commercial Aviation (“BCA”) program.

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.

Section 08.01.3.e., *Regents' Rules*, major construction projects (those in excess of \$4 million), requires the projects to be managed by FP&C with the assistance of a Construction Manager-Agent (“CMA”) per Section 51.781, Texas Government Code, or an alternative method recommended by FP&C, the institution’s president, and the chancellor and approved by the board.

Section 08.02.4.a., *Regents' Rules*, each project shall include a statement from the chancellor and/or president as to whether public art is applicable based on the scope of the project, campus location, and proximity to other public art. If applicable, up to one percent (1%) or a maximum of \$500,000, whichever is less, of the original board approved total project budget of each major construction project, as defined in Section 08.01.3, will be allocated for the acquisition of original works of public art, unless an exception is approved by the board.

Section 08.02.6, *Regents' Rules*, each project shall include a statement from the chancellor and/or president as to whether landscape enhancement is applicable based on the scope of the project, campus location, and proximity to other landscaping. If applicable, up to one percent (1%) or a maximum of \$500,000, whichever is less, of the original board approved total project budget of each new major construction project will be allocated to the enhancement of exterior landscape, hardscape, and waterscape features unless an exception is granted by the board.

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

5. TTU: Authorize expenditures for the West Village C Residence Hall project for Design-Build Stage II design services.

Presenter: Mr. Billy Breedlove

Presentation Time: 5 minutes

Board approval required by: Section 08.01., *Regents' Rules*

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents authorize the chancellor or the chancellor's designee to (i) approve expenditures of \$2,447,483 for a total of \$3,087,880 for the West Village C Residence Hall project, with an anticipated project budget of \$45,000,000; (ii) amend the Design-Build Agreement; and (iii) authorize Stage II design services. The total expenditures of \$3,087,880 which includes the previously approved \$640,397 will be funded through the Revenue Finance System ("RFS") repaid with University Student Housing funds.

The Board reasonably expects to incur debt obligations for the design, planning and construction of the project, and all or a portion of the debt proceeds are reasonably expected to be used to reimburse the System for project expenditures previously expended. The maximum principal amount of debt obligations to be issued for the Project is \$45,000,000.

The president further recommends that the chancellor authorize the president to negotiate and execute 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 amend the Design-Build Agreement for Stage II design services consisting of Design Development ("DD"), Construction Documents ("CD"), Construction Administration ("CA") Phases, and to provide a Statement of Probable Cost.

The project will construct West Village C, an approximate 102,234 GSF structure, located west of West Village A with an expected occupancy of 300 beds. The facility will provide a room layout similar to Talkington Hall and/or Murray Hall. The preferred spaces are predominantly 4-person suites with each student having a single room, 2 bathrooms shared by only 2 students in the suite, and common living area. Common laundry facilities will be provided on each floor. The building will also provide spaces for maintenance and housekeeping staff, storage for both housing staff and student leadership, and the necessary infrastructure for the project.

In February 2023, the Board of Regents granted authorization to proceed with the West Village C Residence Hall project, with an anticipated total budget of \$38,000,000. Awarded a Design-Build Agreement and authorized Stage I design services to move forward with the project's vision through the programming and schematic design phases, provide a Statement of Probable Cost, and project schedule. Authorized 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 Board also waived the use of a Construction Manager Agent ("CMA"); waived the board directed fee for landscape enhancements; and waived the board directed fee for public art.

The senior vice president of administration & 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.

6. TTU: Approve exception to *Regents' Rules* and the total project budget for the Chemistry Building Renovation project.

Presenters: Mr. Billy Breedlove & Mrs. Noel Sloan Presentation Time: 5 minutes
 Board approval required by: Section 08.01.3., Section 08.01.3.e, Section 08.01.3.g.,
 Section 08.02.4.a., and Section 08.02.6, *Regents' Rules*

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents (i) authorize initiation of the Chemistry Building Renovation project through the Capital Construction Assistance Projects; (ii) approve exception to the *Regents' Rules*, Section 08.01.3, in order for the project to be managed by the Texas Tech University Operations Division in lieu of TTU System Facilities Planning and Construction office; (iii) waive the use of a Construction Manager-Agent ("CMA"); (iv) waive the board directed fee for landscape enhancements; (v) waive the Board directed fee for public art; (vi) report the project to the Board of Regents at regular meetings; (vii) report the project to the Texas Higher Education Coordinating Board ("THECB"); and (viii) authorize a total project budget of \$11,274,100 for the Chemistry Building Renovation project. The project will be funded through the Revenue Finance System ("RFS"), repaid with Capital Construction Assistance Projects ("CCAP") Legislative appropriations.

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 \$11,274,100.

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

BACKGROUND INFORMATION

The renovation project will involve work in an occupied building with multiple contractors working under various approved contracts available to the university. The scope of the work is anticipated to extend over a 3 to 4-year period. The project includes the following: (1) abate and replace flooring; (2) HVAC and building controls repairs and upgrades; (3) renovate restrooms for ADA/code compliance; (4) replace ceiling and lighting systems; (5) renovate class labs; (6) renovate classrooms; (7) renovate HVAC to reduce negative pressure throughout building; and (8) freight elevator replacement.

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

In May 2022, the Board of Regents acknowledged that on April 19, 2022, the chair granted an exigent circumstances approval that authorized use of the Revenue Finance System for the individual total project budgets of the Capital Construction Assistance Projects for TTU System institutions.

Section 08.01.3, *Regents' Rules*, major construction projects (those in excess of \$4 million), requires the projects to be managed by FP&C unless an exception is approved by the board.

Section 08.01.3.e., *Regents' Rules*, major construction projects (those in excess of \$4 million), requires the projects to be managed by FP&C with the assistance of a Construction Manager-Agent ("CMA") per Section 51.781, Texas Government Code, or an alternative method recommended by FP&C, the institution's president, and the chancellor and approved by the board.

Section 08.01.3.g., *Regents' Rules*, at each regular meeting of the board, a summary of each major construction project in progress shall be provided to the board that includes photos of the project and the status of the project's schedule and budget.

Section 08.02.4.a., *Regents' Rules*, each project shall include a statement from the chancellor and/or president as to whether public art is applicable based on the scope of the project, campus location, and proximity to other public art. If applicable, up to one percent (1%) or a maximum of \$500,000, whichever is less, of the original board approved total project budget of each major construction project, as defined in Section 08.01.3, will be allocated for the acquisition of original works of public art, unless an exception is approved by the board.

Section 08.02.6, *Regents' Rules*, each project shall include a statement from the chancellor and/or president as to whether landscape enhancement is applicable based on the scope of the project, campus location, and proximity to other landscaping. If applicable, up to one percent (1%) or a maximum of \$500,000, whichever is less, of the original board approved total project budget of each new major construction project will be allocated to the enhancement of exterior landscape, hardscape, and waterscape features unless an exception is granted by the board.

The senior 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.

7. TTU: Approve honorary naming of Women’s Basketball Locker Room in honor of Marsha Sharp.

Presenters: Mr. Patrick Kramer & Mr. Kirby Hocutt
Approval required by: Section 13.04, *Regents’ Rules*

Presentation Time: 5 minutes

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents approve the honorary naming of the Department of Athletics’ women’s basketball locker room, located within the Dustin R. Womble Basketball Center, be named the “Marsha Sharp Women’s Basketball Locker Room,” in honor of Marsha Sharp’s long legacy to Texas Tech University Department of Athletics and its student-athletes. Signage for the space will specify the approved name.

BACKGROUND INFORMATION

Marsha Sharp is a Women’s Basketball Hall of Famer and the all-time winningest coach in the history of Lady Raider basketball. Her legacy in the game of women’s basketball has been cemented for many years. Coach Sharp took the Lady Raiders to eighteen NCAA tournament appearances, multiple Southwest Conference and Big 12 regular season and conference tournament titles. In 1993 Coach Sharp guided the Texas Tech Lady Raiders basketball team to a National Championship win over Ohio State. She was named the National Women’s Coach of the Year in 1994 and was named to the National Women’s Basketball Hall of Fame in 2003.

Coach Sharp has always cared about her players’ successes both on and off the court. Upon retiring from coaching, she and Kirby Hocutt created the Talkington Leadership Academy. Coach Sharp focused her efforts on developing student-athletes and providing college athletes with the essential tools needed to be successful once they graduate. She has a heart for service and is always willing to give her time and talent to support many local and national causes. A select few include the Kay Yow Cancer Fund/Play4Kay, Women’s Protective Services, the Women’s Basketball Coaches Association, the American Cancer Society’s Coaches vs. Cancer Advisory Board, Lubbock’s YWCA and the Sharp Academy - which helps to provide educational opportunities to high-school students deemed “unteachable” due to a learning condition like dyslexia or ADHD.

In honor and recognition of Coach Sharp’s longstanding support and dedication to Lady Raider Basketball, Texas Tech Athletics and the Lubbock-area, Texas Tech’s Department of Athletics desires to name the women’s basketball locker room, located within the Dustin R. Womble Basketball Center, the “Marsha Sharp Women’s Basketball Locker Room.”

Section 13.04.1, *Regents' Rules*, requires approval from the board for any naming of an academic unit or facility in honor or memorial of one or more individuals, foundations, corporations, or entities.

8. TTUHSC: Authorize expenditures of the Laboratory Animal Resources Center (“LARC”) Expansion project for Design Professional Stage II design services and Construction Manager At Risk Pre-construction services.

Presenter: Mr. Billy Breedlove

Presentation Time: 5 minutes

Board approval required by: Section 08.01., *Regents’ Rules*

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents authorize the chancellor or the chancellor’s designee to (i) approve expenditures of \$1,062,647 for a total of \$1,403,486 for the Laboratory Animal Resources Center (“LARC”) project, with an anticipated project budget of \$15,000,000; (ii) amend the Design Professional Agreement and authorize Stage II design services; and (iii) award a Construction Manager At Risk Agreement and authorize pre-construction services. The total expenditures of \$1,403,486 which includes the previously approved \$340,839 will be funded through the Revenue Finance System (“RFS”), repaid with Capital Construction Assistance Projects (“CCAP”) Legislative appropriations.

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 \$15,000,000.

The president further recommends that the chancellor authorize the president to negotiate and execute 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 amend the Design Professional Agreement for Stage II design services consisting of Design Development (“DD”), Construction Documents (“CD”), Construction Administration (“CA”) Phases, and to provide a Statement of Probable Cost. Award a Construction Manager At Risk Agreement and authorize 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 Laboratory Animal Resources Center (“LARC”) operates and maintains the TTUHSC animal facilities in Lubbock, under the direct supervision of the Institutional Veterinarian. Through these operations the LARC provides for the procurement, housing, health, and welfare of research animals housed in

TTUHSC facilities. The LARC, in partnership with the Institutional Animal Care & Use Committee (“IACUC”), monitors the use of research animals to ensure compliance with applicable Federal, State, and Local laws and guidelines as well as Institutional Policy. Finally, the LARC provides technical assistance, advice and education to faculty, research staff and students in order to facilitate research and academic goals while maintaining regulatory compliance.

The project will expand the existing Lubbock LARC vivarium by approximately 13,962 GSF in order to meet the current and future needs of the TTUHSC research community. The expansion has been designed to aid in elevating research at TTUHSC by creating a facility that meets contemporary industry standards for research animal housing. The project will incorporate innovative technologies and advanced built-in equipment necessary for the future needs of principal investigators. The expansion will create a dedicated bio-exclusion (Barrier) facility adjacent to the existing vivarium with the flexibility to house multiple species.

In November 2022, the Board of Regents authorized the institution to proceed with the Laboratory Animal Resources Center (“LARC”) Expansion project through the Capital Construction Assistance Projects with an anticipated total budget of \$15,000,000. Award a Design Professional Agreement and authorize Stage I design services 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 Board also waived the use of a Construction Manager Agent (“CMA”); waived the board directed fee for landscape enhancements; and waived the board directed fee for public art.

In May 2022, the Board of Regents acknowledged that on April 19, 2022, the chair granted an exigent circumstances approval that authorized use of the Revenue Finance System for the individual total project budgets of the Capital Construction Assistance Projects for TTU System institutions.

The executive vice president of finance and operations 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.

9. TTUS: Report on the Public Art Program.

Presenters: Mr. Billy Breedlove & Ms. Emily Wilkinson Presentation Time: 5 minutes
Report requested by: Board of Regents

Mr. Billy Breedlove, Vice Chancellor for Facilities Planning and Construction, TTUS, and Ms. Emily Wilkinson, Public Art Manager for Facilities Planning and Construction, TTUS, will present a report on the Public Art Program.

10. 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.

FINANCE AND INVESTMENTS

Finance and Investments Committee

Committee Meeting
May 4, 2023

Time: 11:15 am (or upon adjournment of the Facilities Committee meeting)

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

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

Agenda

- Approve minutes of committee meeting held on February 23, 2023

III.D. 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”)

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| 3. TTUS: Authorize issuance of Revenue Financing System Bonds for eligible projects for construction and/or acquisition of infrastructure for TTUS, refund certain outstanding debt obligations issued for the benefit of TTUS or participants of the TTUS RFS and to pay costs relating to the issuance of the bonds | 5 |
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| 5. 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 negotiations and execution of contract for health clinic operations.

Presenter: Ms. Angie Wright

Presentation Time 2 minutes

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

The president recommends and the chancellor concurs that the Board of Regents authorize the president, or his designee, to finalize negotiations and enter into a contract with Shannon to provide management and operations of the Angelo State University ("ASU") Health Clinic.

BACKGROUND INFORMATION

A request for proposal ("RFP") was issued on February 9, 2023, to solicit proposals for the contracted management and operations of the ASU Health Clinic services to ASU students. Angelo State University sought to pursue a contractual arrangement with a health care management entity to provide at minimum a student health care program close to campus equivalent to the current offering. The review committee, comprised of ASU representatives and student members, has selected Shannon, but would like to negotiate with them in order to finalize the best value for ASU in terms of services and expense. Shannon is our current provider, and the new agreement will be effective beginning September 1, 2023, for an estimated period of five (5) years of initial term and ending on August 31, 2028. This contract may be renewed for up to two (2) one (1) year renewal options upon mutual agreement of both parties. This agreement may be terminated, without penalty, by ASU or Shannon with or without cause by giving at least one hundred and twenty (120) days written notice of such termination.

Funding for this contract is a part of the medical services fee budget. Services provided will remain the same, and include a full range of primary health care services on an episodic basis; prescriptions written based on physical examination, laboratory and x-ray diagnosis; referrals for additional/required/specialized medical care; a collaborative alliance with ASU Counseling Services to support the whole student; and health education services to ASU.

Section 07.12.3.d., *Regent's Rules*, requires that Board approval is required for contracts that involve the sale or a lease of land for more than five years or that involve a commitment of funds or of other resources for more than five years.

2. TTU: Authorize president to execute a consulting contract with Ruffalo Noel Levitz to develop a strategic enrollment plan.

Presenter: Mrs. Noel A. Sloan

Presentation Time: 3 minutes

Board approval required by: Section 07.12.3.e.1, *Regents' Rules*

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents authorize the president, or his designee, to enter negotiations and execute a contract with Ruffalo Noel Levitz, LLC (“RNL”) to provide consulting services to develop a strategic enrollment plan for Texas Tech University (“TTU”).

BACKGROUND INFORMATION

TTU is seeking to develop a comprehensive undergraduate Strategic Enrollment Management Plan (“SEP”). In coordination with the Office of the Provost, Enrollment Management and the academic colleges, RNL will work to incorporate academic program and co-curricular planning to cultivate data-informed strategies for predictable long-term enrollment and fiscal health. Academic programs form the heart of Texas Tech University, so enrollment functions must support the academic and co-curricular programs to fully realize TTU’s enrollment and educational potential. The SEP will seek to align fiscal, academic, co-curricular, and enrollment resources to accomplish TTU’s mission in the face of a changing higher education landscape. The plan will include all aspects of a student’s journey from initial communications as a prospective student, to retaining and graduating students.

The estimated consulting fee is \$130,000. The university will also reimburse RNL’s actual travel, lodging, and out-of-pocket expenses related to the services provided.

Section 07.12.3.e.1. *Regents' Rules*, requires Board approval on consulting contracts with an initial consideration in excess of \$100,000.

3. TTUS: Authorize issuance of Revenue Financing System Bonds for eligible projects for construction and/or acquisition of infrastructure for TTUS, refund certain outstanding debt obligations issued for the benefit of TTUS or participants of the TTUS RFS and to pay costs relating to the issuance of the bonds.

Presenter: Mr. James Mauldin

Presentation Time: 15 minutes

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

RECOMMENDATION

The chancellor recommends that the Board of Regents authorize the issuance of Revenue Financing System (“RFS”) Bonds, initially scheduled for issuance in July 2023. A resolution authorizing the sale and delivery of the Bonds is attached (as a supplemental attachment to the agenda book) for approval by the Board of Regents.

In summary, the Board of Regents will approve the attached resolution authorizing the sale and delivery of “Board of Regents of Texas Tech University System Revenue Financing System Refunding and Improvement Bonds, Series 2023” tax-exempt and taxable bonds in the maximum aggregate amount of \$715 million and resolving other matters incident and related thereto.

As noted in the resolution, the *Pricing Officer* is authorized, appointed, and designated to act on behalf of the Board in the selling and delivering of the Bonds, in one or more series, within certain specified parameters. The “*Pricing Officer*” shall mean the Vice Chancellor and Chief Financial Officer, or the Chancellor of TTUS. Such delegated authority shall expire if not exercised by the Pricing Officer within 365 days from the date of adoption of the resolution. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

BACKGROUND INFORMATION

The Board of Regents is being asked to approve the 20th Supplemental Resolutions authorizing the issuance and sale of the BOR Revenue Financing System Refunding and Improvement Bonds. The Revenue Financing System Master Resolution was adopted on October 21, 1993. The most recent prior action by the Board of Regents was to approve the 19th Supplemental Resolution authorizing the TTUS to defease a portion of existing Midwestern State University debt on August 5, 2021. The Board of Regents also approved the 18th Supplemental Resolution authorizing the sale of bonds for Series 2020 on May 14, 2020.

4. TTUS: Investment Performance Update.

Presenter: Mr. James Mauldin
Report requested by: Board of Regents

Presentation Time: 10 minutes

James Mauldin, Vice Chancellor and CFO, TTUS, will provide an update on the performance of TTUS investments.

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

Meeting of the Board
Thursday, May 4, 2023

Ceremonial swearing-in of newly appointed regents: Prior to the start of the day’s meetings, at approximately 8:55 am, the newly appointed regents will participate in a ceremonial swearing-in.

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

Time: 9:00 am

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

Agenda

I. 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 act on:..... Chairman Griffin

A. Committee of the Whole..... Chairman Griffin

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1. TTUS: Determination of the existence of conflicts of interest for newly appointed regents and ratification of existing contracts..... 10

II. Recess Chairman Griffin

III. Meeting of Standing Committees: Conducted sequentially and separately from the Meeting of the Board beginning at approximately 9:05 am—refer to agenda for each respective committee meeting.

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

Meeting of the Board
Thursday, May 4, 2023

Time: 12:00 pm

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

Agenda

IV. Meeting of the Board—Call to Order; reconvene 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:..... Chairman Griffin

V. 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 Griffin

- 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

VI. 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 Chairwoman Kerrick Davis

VII. Recess Chairman Griffin

Meeting of the Board
Friday, May 5, 2023

Time: 8:30 am

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

Agenda

VIII. 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 Griffin

A. Committee of the Whole..... Chairman Griffin

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2. TTUS: Authorize resolution honoring the late Dr. Bernhard Mittermeyer 11

B. Introductions and Recognitions Chancellor Mitchell,
President Hawkins,
Interim President Lamb,
President Schovanec
President Rice-Spearman, and
President Lange

IX. Recess (if necessary, for standing committees to meet; otherwise continue in Open Session (XII.)) Chairman Griffin

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

XI. 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 Griffin

XII. 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 February 23-24, 2023..... Chairman Griffin

B. Committee of the Whole..... Vice Chairwoman Kerrick Davis

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3. ASU, MSU, TTU, TTUHSC, TTUHSC EI Paso, TTUSA, and TTUS: Approve Consent Agenda; acknowledge review of Information Agenda 13

Consent Agenda

- a. MSU: Approve emeritus appointment (ACS)
- b. MSU: Approve exception to nepotism policy (ACS)
- c. TTU: Approve faculty development leaves of absence (ACS)
- d. TTUHSC: Approve emeritus appointments (ACS)
- e. TTUHSC: Approve revisions to the Student Handbook and Code of Professional Conduct, effective September 1, 2023 (ACS)
- f. TTUHSC EI Paso: Approve revisions to the 2023-2024 Institutional Student Handbook: Code of Professional Conduct effective September 1, 2023 (ACS)
- g. ASU, MSU, TTU, TTU SVM, TTUHSC, TTUHSC EI Paso, and TTUSA: Approve the Five-Year Capital Projects Plan and authorize submission of the MP1 report (F)
- h. TTU: Approve building name change for the English & Philosophy building (F)
- i. TTUHSC EI Paso: Approve updating several building names within the inventory and authorize submission to THECB (F)
- j. ASU, MSU, TTU and TTUSA, TTUHSC, and TTUHSC EI Paso: Approve FY 2024 and FY 2025 holiday schedules (FI)
- k. ASU: Authorization to execute a contract amendment with Skyline Aviation Inc. for Flight Training Courses for the 2024 school year (FI)
- l. MSU: Approve commissioning of police officer (FI)
- m. TTU: Approve commissioning of police officers (FI)
- n. TTU: Approve modification of the Margret Stuart Pre-Med Scholarship Endowment (FI)

- o. TTU: Approve modification of the Robert C. Goodwin Memorial endowment (FI)
- p. TTUS: Approve establishment of quasi-endowment for Chancellor's Academy for Lifelong Leaders (FI)
- q. TTU: Authorize negotiations with Leona Marketing Group, LLC for TTU Athletic Department strategic advisory and negotiation consulting services (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 2023 (as of February 28, 2023), per Section 01.02.8.d(3)(g), *Regents' Rules* – All actual expenditures will be reviewed by the Finance and Investments 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: Contracts for ongoing and continuing health-related service relationships per Section 07.12.4.c, *Regents' Rules* – The following are excepted from the requirements of Section 07.12.3.a and 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 or new health related services 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. Before such a contract may be executed, the president shall obtain the prior review of the TTU system Office of General Counsel and the TTU system 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: Consulting contracts with an initial consideration of \$100,000 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 \$100,000 or less prior to execution of the contract by the chancellor or president, as appropriate. (b) A report of the contract shall be provided as an Information Agenda item at the next board meeting."
- (4) TTU, 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* – The following are excepted from the requirements of Section 07.12.3.a and 07.12.3 b, *Regents' Rules*, "the chancellor or president, or the chancellor or presidents designee, 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 Programs 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) ASU, MSU, TTU, TTUHSC and TTUHSC EI Paso: Named funds approval per Section 13.02.3a., *Regents’ Rules* – “The board delegates approvals to name endowments or other gift funds established through a private gift of less than \$5 million to the president of the benefitting institution, in consultation and cooperation with the chancellor and the vice chancellor of Institutional Advancement. Notice shall be provided to the board of regents as part of the information agenda at the next board meeting.”

(7) TTU: Emergency or exigent circumstances approval of a contract by Section 07.12.3.i, *Regents’ Rules* – “Unless prohibited by law, 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 proposal submitted by the chancellor, or the chancellor’s designee, by verbal approval of the chair or of the chair of the Finance and Investments Committee. Contracts approved in this manner shall be presented to the board as an information item at the next board meeting.”

- C. Schedule for Board meetings:
 - August 10-11, 2023, Lubbock
 - November 16-17, 2023, Lubbock
 - February 29 – March 1, 2024, Wichita Falls
 - May 23-24, 2024, Lubbock
 - August 8-9, 2024, Lubbock
 - November 14-15, 2024, Lubbock Keino McWhinney

- D. Student Government Association Reports Kam Wiese,
Gabi Pettijohn,
Joel Rivero,
Cheyanna Petty,
and Georgia Hejny

XIII. 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 Griffin

- 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
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 - E. Deliberations regarding security devices—deployment of security personnel or devices – Section 551.076
- XIV. 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 Chairwoman Kerrick Davis
 - B. Chairman’s Announcements..... Chairman Griffin
- XV. Adjournment** Chairman Griffin

1. TTUS: Determination of the existence of conflicts of interest for newly appointed regents and ratification of existing contracts.

Presenter: Chairman Griffin

Presentation Time: 2 minutes

Board approval required by: Section 03.03.5.a, Regents' Rules; Texas Education Code 51.923

Chairman Griffin will call upon Regent Shelley Sweatt to make the Board aware of conflicts of interest regarding existing contracts or relationships with component institutions of the Texas Tech University System and declare her intention to abstain from acting on transactions related to these conflicts. The Board will also ratify any existing contracts as necessary.

RECOMMENDATION

The chairman recommends that the Board of Regents 1) accept the disclosure of conflicts of interest identified by Regent Shelley Sweatt; 2) acknowledge the regent's declaration of intention to abstain from acting on items related to existing conflicts of interest during her time of service as regent; and 3) ratify any existing contracts between TTUS component institutions and her respective business interests.

BACKGROUND INFORMATION

Regent Sweatt is the president and CEO of The Priddy Foundation and president of The Priddy Foundation Board of Trustees. The Priddy Foundation is a private, independent foundation in Wichita Falls that engages in awarding grants and developing community impact programs for residents primarily in North Texas and Southern Oklahoma. Midwestern State University has been and continues to be a recipient of grants from the Priddy Foundation.

The appointment of Regent Sweatt to the Board of Regents of the Texas Tech University System presents a conflict of interest with the business interest as described above. To address this conflict, the Texas Education Code 51.923 and Section 03.03.5.a, *Regent's 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.

2. TTUS: Authorize resolution honoring the late Dr. Bernhard Mitemeyer.

Presenter: Chairman Mark Griffin Presentation Time: 10 minutes
Board approval required by: Requested by the Board

RECOMMENDATION

The chancellor recommends that the Board of Regents issue the included resolution in honor of the late Bernhard Mitemeyer, MD in recognition and appreciation of his dedication and service having served as former Surgeon General of the United States Army and as former executive vice president, provost, and interim president at Texas Tech University Health Sciences Center, and further for his dedication to patients, and veterans across the South Plains and beyond.

BACKGROUND INFORMATION

Text of the board resolution is found on the following page.

Texas Tech University System Board of Regents

RESOLUTION OF THE BOARD

WHEREAS, The Board of Regents of the Texas Tech University System is proud to recognize and honor Dr. Bernhard Theodore Mitemeyer for a lifetime of dedicated and distinguished service to his country, his fellow veterans, Texas Tech University Health Sciences Center and communities throughout the state and region; and

WHEREAS, Dr. Mitemeyer retired as a Lieutenant General after serving with honor, integrity and remarkable distinction for 28 years in the United States Army, including as commanding officer of Walter Reed Army Medical Center and as the 35th Surgeon General of the Army; and

WHEREAS, Dr. Mitemeyer provided exemplary service to students, employees and community members as a teacher, mentor, doctor and leader at Texas Tech University Health Sciences Center, where he served as Interim President, Executive Vice President and Provost, among many other leadership positions; and

WHEREAS, Dr. Mitemeyer was instrumental in creating and leading a committee for the improvement of veterans' health care on the South Plains, which ultimately led to the creation of the new Lubbock Veterans Affairs Outpatient Clinic and expanded critical and lifesaving access to care and services for veterans in the region; and

WHEREAS, Dr. Mitemeyer indisputably lived a life in service of others, with an immeasurable impact on countless students, colleagues, patients and veterans; and

WHEREAS, The Board of Regents offers expressions of profound gratitude for such dedication, service and passion; now, therefore, be it

RESOLVED, That the Board of Regents of the Texas Tech University System on this date, May 5, 2023, does hereby extend its heartfelt appreciation and recognize the myriad contributions of Dr. Bernhard Theodore Mitemeyer to medicine, education and health care and his expertise, sacrifice and relentless dedication to others throughout his life; and, be it further

RESOLVED, That a copy of this Resolution be prepared for the family of Dr. Mitemeyer to share as an expression of high regard from the Board of Regents.

**CONSENT/
INFORMATION
AGENDA**

BOARD OF REGENTS
TEXAS TECH UNIVERSITY SYSTEM

CONSENT AGENDA
and
INFORMATION AGENDA

May 4-5, 2023

BOARD OF REGENTS

Mr. Mark Griffin, Chairman
Mrs. Ginger Kerrick Davis, Vice Chairwoman
Ms. Arcilia C. Acosta
Mr. Cody C. Campbell
Mr. Clay Cash
Mr. Tim Culp
Mr. Pat Gordon
Dr. Shelley Sweatt
Mr. Dusty Womble
Mr. Hani Michael Annabi, Student-Regent

Standing Committee Chairs and Vice Chairs:

Academic, Clinical and Student Affairs:
Ginger Kerrick Davis (Chair); Shelley Sweatt (Vice Chair); and Hani Annabi (Student Regent)

Audit:
Arcilia Acosta (Chair) and Pat Gordon (Vice Chair)

Facilities:
Dusty Womble (Chair) and Arcilia Acosta (Vice Chair)

Finance and Investments:
Cody Campbell (Chair) and Pat Gordon (Vice Chair)

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

**TEXAS TECH UNIVERSITY SYSTEM
BOARD OF REGENTS**

May 4-5, 2023

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- n. TTU: Approve modification of the Margret Stuart Pre-Med Scholarship Endowment (FI) 45

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INFORMATION AGENDA

(Titles only; full agenda is on page 49)
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 2023 (as of February 28, 2023), per Section 01.02.8.d(3)(g), *Regents' Rules*** – All actual expenditures will be reviewed by the Finance and Investments 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: Contracts for ongoing and continuing health-related service relationships per Section 07.12.4.c, *Regents' Rules*** – The following are excepted from the requirements of Section 07.12.3.a and 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 or new health related services 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. Before such a contract may be executed, the president shall obtain the prior review of the TTU system Office of General Counsel and the TTU system 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: Consulting contracts with an initial consideration of \$100,000 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 \$100,000 or less prior to execution of the contract by the chancellor or president, as appropriate. (b) A report of the contract shall be provided as an Information Agenda item at the next board meeting.”

- (4) **TTU, TTUHSC and TTUHSC EI 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*** – The following are excepted from the requirements of Section 07.12.3.a and 07.12.3 b, *Regents' Rules*, “the chancellor or president, or the chancellor or presidents designee, 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 Programs 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) **ASU, MSU, TTU, TTUHSC and TTUHSC EI Paso: Named funds approval per Section 13.02.3a., *Regents' Rules*** – “The board delegates approvals to name endowments or other gift funds established through a private gift of less than \$5 million to the president of the benefiting institution, in consultation and cooperation with the chancellor and the vice chancellor of Institutional Advancement. Notice shall be provided to the board of regents as part of the information agenda at the next board meeting.”
- (7) **TTU: Emergency or exigent circumstances approval of a contract by Section 07.12.3.i, *Regents' Rules*** – “Unless prohibited by law, 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 proposal submitted by the chancellor, or the chancellor’s designee, by verbal approval of the chair or of the chair of the Finance and Investments Committee. Contracts approved in this manner shall be presented to the board as an information item at the next board meeting.”

a. **MSU: Approve emeritus appointment.**

Board approval required by: Section 04.01.2, *Regents' Rules*

The request is to grant emeritus status to the individual listed below. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

Dr. Paul Guthrie will retire from MSU on May 31, 2023, as Associate Professor of Psychology in the Prothro-Yeager College of Humanities and Social Sciences. Dr. Guthrie has served 30 years at MSU. He earned the B.A. in Psychology from the University of Texas at Dallas, the M.A. in Clinical Psychology from Midwestern State University, and the Ph.D. in Clinical Psychology from the University of Arkansas. At MSU, he served as Director of Clinical Training in the Psychology Department, providing individual and group clinical supervision for students in the M.A. in Clinical and Counseling Psychology program at MSU. He served on numerous university committees, including Faculty Grievance Committee and Faculty Senate, and was the Faculty Athletics Representative for fifteen years. In the community, Dr. Guthrie founded the Rorschach Society, Ink, a community organization dedicated to collaborating and supporting personality assessments conducted by local providers. He also served as an evaluator for organizations performing psychological evaluations and submitting reports on military veterans to assist in determining eligibility for disability benefits.

BACKGROUND INFORMATION

According to the *Regents' Rules*, emeritus appointments shall be honorary and without stipend. The appointments are given at retirement and are intended to recognize long and faithful service, or very distinguished service to the university.

The named individual qualifies for emeritus appointment under the policy of the Board of Regents.

b. MSU: Approve exception to nepotism policy.

Board approval required by: Section 03.01.11, *Regents' Rules*.

The request is to approve an exception to the nepotism policy in the following instance. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

Kevin Jackson was recently appointed Assistant Coach of the Women's Basketball Program, effective May 15, 2023. Mr. Jackson is the spouse of MSU's Head Women's Basketball Coach, Brenita Jackson. Mr. Jackson's supervision, including his performance evaluations and compensation decisions, will be provided by the Senior Women's Administrator in conferral with the Athletic Director. This arrangement will be evaluated at the end of each fiscal year to ensure effective management of the conflict of interest and to determine whether modifications are necessary.

BACKGROUND INFORMATION

Regents' Rules 03.01.11 prohibits a person related to an administrator by a prohibited degree to have an initial appointment to a position in an area of responsibility over which the administrator has appointive authority, in whole or in part, regardless of the source of funds from which the position's salary is to be paid. Furthermore, no employee may approve, recommend, or otherwise take action with regard to the appointment, reappointment, promotion, salary, or supervision of an individual related to the employee within a prohibited degree. If an appointment, reappointment, reclassification or promotion of an employee places the employee under an administrative supervisor who is related within a prohibited degree, all subsequent personnel and compensation actions affecting the employee shall become the responsibility of the next higher administrative supervisor.

c. TTU: Approve faculty development leaves of absence.

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

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

Faculty development leave with half salary for David Boylan, Assistant Professor of Philosophy in the College of Arts and Sciences, from September 2023 to May 2024. The purpose of this leave is to accommodate a competitive, residential fellowship from the Centre for Advanced Studies in the Humanities at Freie Universität in Berlin, Germany. The Centre's mission is to do foundational research on the nature of human ability, bringing together researchers from philosophy and other areas, such as cognitive science and linguistics. Dr. Boylan's fellowship at the Centre will allow him to collaborate with top researchers in his field, positioning him to capitalize on those collaborations with anticipated peer-reviewed publications and invited presentations.

Faculty development leave with half salary for Costica Bradatan, Professor of Philosophy in the Honors College, from September 2023 to May 2024. The purpose of this leave is to accommodate a Fulbright US Scholar award during which Dr. Bradatan will be in Romania for the purpose of completing research for a book titled *Against Conformity*. Dr. Bradatan's research will include collaboration with the Netherlands Institute for Advanced Study. The book, already under contract with Princeton University Press, follows Dr. Bradatan's forthcoming 2023 publication titled *In Praise of Failure: Four Lessons in Humility*, published by Harvard University Press.

Faculty development leave with half salary for Erik Bucy, Professor in the Department of Professional Communication in the College of Media and Communication, from September 2023 to May 2024. The purpose of this leave is to accommodate a Fulbright US Scholar award, during which Dr. Bucy will be in residence at Loughborough University in the United Kingdom. Dr. Bucy aims to complete a book on media crisis, news performance, and democratic resilience tentatively titled *Crisis, Credibility, and the Press: Media Performance and Democratic Resilience*. During the award period, he will also collaborate with faculty from the program in Communication and Media and also the Centre for Research in Communication and Culture on a series of comparative research papers and projects that leverage data from the project to investigate audience understanding and uptake of media transgressions.

Faculty development leave with full salary for Benaissa Chidmi, Associate Professor in the Department of Agricultural and Applied Economics in the Davis College of Agricultural Sciences and Natural Resources, from

January 2024 to May 2024. The purpose of this leave is to accommodate a Fulbright US Scholar award during which Dr. Chidmi will be in residence at the Département D'Economie Rurale of the Ecole Nationale d'Agriculture de Meknes, Morocco. Dr. Chidmi will conduct research in applied economics, specifically investigating the regional and sectorial differences in firms' performance and business environments using Enterprise Survey data from the World Bank. Dr. Chidmi will also propose to teach courses in business gaming and/or applied econometrics at the Ecole Nationale d'Agriculture.

Faculty development leave with full salary for Robin Grier, Professor in the Free Market Institute, which is affiliated with the Department of Agricultural and Applied Economics in the Davis College of Agricultural Sciences and Natural Resources, the Area of Energy Commerce & Business Economics in the Jerry S. Rawls College of Business, the Department of Political Science in the College of Arts and Sciences, and the Office of the Vice President for Research and Innovation. The purpose of this leave, from January 2024 to May 2024, is to research a second book specific to 19th century economic development in Mexico. Building on the first monograph, published by Cambridge University Press in 2015, this second monograph will expand on an overview paper titled "Crawling towards Weber? Mexican State Capacity in the 19th Century," and will expand Texas Tech's reputation in Latin American studies.

Faculty development leave with half salary for Linda Gosner, Assistant Professor in the Department of Classical and Modern Languages and Literatures in the College of Arts and Sciences, from September 2023 to May 2024. The purpose of this leave is to accommodate an awarded American Council of Learned Societies Fellowship, one of Texas Tech University's "highly prestigious" awards. Gosner will be completing a book project titled *Mining Matters: Industry, Community, and Empire in Roman Iberia*, that features archaeological and epigraphic evidence to investigate the lived experiences of mining communities and the social networks that connected them to the wider Mediterranean world. This book project was the proposal generating the award of the prestigious Mellon Fellowship: it is anticipated that the book's publication will be with a highly prestigious publisher and will advance the faculty member's and the university's reputation.

Faculty development leave with half salary for Abigail Swingen, Associate Professor in the Department of History in the College of Arts and Sciences, from September 2023 to May 2024. The purpose of this leave is to accommodate a National Endowment for the Humanities Fellowship, one of Texas Tech University's "highly prestigious" awards. The NEH Fellowship will allow Dr. Swingen to be in residence at the Huntington Library in San Marino, California, where she will complete research on a second book project.

d. TTUHSC: Approve emeritus appointments.

Board approval required by: Section 04.01.2, *Regents' Rules*, and HSC OP 10.12

The request is to approve the conferral of the title of professor emeritus status to the following individuals for their long and faithful service to the Texas Tech University Health Sciences Center ("TTUHSC"): William R. Davis, M.D.; Matthew B. Grisham, Ph.D., Donald M. Loveman, M.D., and Steven Sawyer, PT, Ph.D. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

In accordance with the HSC OP 10.12 and the Regents' Rules 04.01.2, the Faculty Council Executive Committee unanimously recommended the professor emeritus appointment for Dr. Davis, Dr. Grisham, and Dr. Loveman in the TTUHSC School of Medicine ("SOM"). The Executive Council recommended the professor emeritus appointment for Dr. Sawyer in the TTUHSC School of Health Professions ("SHP").

Dr. William R. Davis joined the TTUHSC SOM in 1999 as the Regional Chair and Associate Professor with the Department of Internal Medicine on the Amarillo campus. In August 2007, he became the Regional Chair of the Department of Internal Medicine on the Permian Basin campus and was promoted to Professor in September 2007. Dr. Davis received his MD from the Baylor College of Medicine, Houston in 1976 and completed an Internal Medicine residency at the Memorial Medical Center in Savannah, Georgia. He was an exemplary physician, teacher and mentor for hundreds of students, residents and young faculty over four decades serving on both campuses, as recognized by receiving multiple teaching and distinguished faculty awards during his tenure. His passion was leading residency training programs serving as a director for many years. Dr. Davis retired on January 4, 2021.

Dr. Matthew B. Grisham had a long-standing association with TTUHSC when he entered the inaugural class of PhD students in the SOM in 1977 and completing his PhD in 1982. Following a 28-year career at two medical schools, Dr. Grisham returned to TTUHSC as a Professor and Chair of the Department of Immunology and Molecular Microbiology from March 2012 through December 2021. Dr. Grisham's research focused on defining the immunopathological mechanisms responsible for the chronic inflammatory tissue injury observed in inflammatory bowel disease (e.g., Crohn's disease and ulcerative colitis) and acute graft vs. host disease. He received funding from the NIH and Department of Defense, published 304 peer-reviewed journal articles, 292 abstracts, 75 book chapters, edited two books and wrote one book. His published work was cited over 38,000 times during the last five years alone. He has many awards and honors to his credit and was appointed by Dr. Tedd L. Mitchell to the National Advisory Board of the TTUHSC Alumni Association in 2015. Dr. Grisham retired on August 31, 2022.

Dr. Donald M. Loveman received his MD from the Case Western Reserve University School of Medicine in 1973 and completed an Internal Medicine residency in 1977 from the University of British Columbia. Prior to joining TTUHSC he was in private practice. In 1994, Dr. Loveman joined TTUHSC and was appointed the Regional Chair of the Department of Internal Medicine Permian Basin campus, and in 2001 became the Regional Dean of the SOM Permian Basin campus until 2005. Dr. Loveman was an outstanding clinician and teacher, receiving many awards from medical students and residents since 2009. In addition, he served on many important school committees including the Permian Basin Faculty Council Executive Committee, Grievance Committee, Post Tenure Peer Review Committee, and the Permian Basin Campus Education Committee. From 2008 through 2013 he was the Department of Internal Medicine Clerkship Director. Dr. Loveman retired on June 30, 2021.

Dr. Steven Sawyer is a Distinguished Professor in the Department of Rehabilitation Sciences, School of Health Professions, and retired effective April 30, 2023. He joined the TTUHSC faculty in 1995 as an Assistant Professor. In 2001, he was awarded tenure as an associate professor and promoted to full professor in 2010. He served in multiple SHP administrative roles during his tenure at TTUHSC. Professor Sawyer received his Bachelor of Sciences in Biological Sciences from the University of California at Irvine. He earned his Ph.D. in Neuroscience from the University of California at San Diego in 1988. He served as a Research Assistant Professor at Wake Forest University School of Medicine from 1992-1994 and as a Research Instructor at the University of Texas Southwestern Medical Center in Dallas from 1991-1992. Professor Sawyer graduated from the TTUHSC-SHP- Master of Physical Therapy (MPT) program in 1997.

e. TTUHSC: Approve revisions to the Student Handbook and Code of Professional Conduct, effective September 1, 2023.

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

The request is to approve revisions to the Student Handbook and Code of Professional Conduct for Texas Tech University Health Sciences Center, effective September 1, 2023. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

[Note: The TTUHSC Student Handbook and Code of Professional Conduct 2023-2024 with proposed revisions is included as a supplemental attachment to the agenda book.]

EXECUTIVE SUMMARY

The Student Handbook and Code of Professional Conduct is intended to inform the Texas Tech University Health Sciences Center community of the expectations, regulations, and/or standards by which members abide and procedures which guide campus activities. Revisions were coordinated by the Assistant Provost for Student Affairs in cooperation with the Executive Student Affairs Workgroup, Title IX Coordinator, General Counsel, and other TTUHSC stakeholders. The Student Handbook is available electronically at <https://www.ttuhscc.edu/student-affairs/handbook.aspx>.

Proposed revisions include an updated statement of accreditation, as well as other minor editorial revisions and title changes.

Proposed changes:

Table of Contents

- Part X, Section A, Item 8, removed “required.”

Updated Statement of Accreditation

Part I

- Section F, Item 22c – updated to “Executive Associate Dean for Admissions, Enrolment Management and Student Affairs, Education Technology and Customer Support”
- Section F, Item 23c – defined Student Conduct Administrator, the “Executive Associate Dean”

Part II

- Section E, Updated School of Nursing statement

Part IV

- Section A, item 8 – replaced email brandapprovals@ttuhsc.edu with amanda.a.graham@ttuhsc.edu
- Section D, item 6d – Updated information for Disciplinary Expulsion

Part V

- Section G – Changed “uncheck the box” to “check the box”
- Section H – updated paragraph to clarify where disciplinary records are maintained

Part X

- Section A, Item 8, removed “required.”
- Section A, Item added as number 27. Included language pertaining to Remote examinations
- Section A, Item 30a(i) – Updated terms
- Section A, Item 31, changed from “at least” to “more than.”

Part XI

- Section F, Item 1a – Updated School of Health Profession policies

f. **TTUHSC El Paso: Approve revisions to the 2023-2024 Institutional Student Handbook: Code of Professional Conduct effective September 1, 2023.**

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

The request is to approve the revisions to the Institutional Student Handbook: *Code of Professional and Academic Conduct 2023-2024* for Texas Tech University Health Sciences Center El Paso as amended and noted in the attachment, to be effective September 1, 2023. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

[Note: The TTUHSC El Paso Institutional Student Handbook: Code of Professional and Academic Conduct 2023-2024 with proposed revisions is included as a supplemental attachment to the agenda book.]

BACKGROUND INFORMATION

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

The Code of Professional Conduct in the Student Handbook has been updated to reflect recent organizational changes and minor statement clarifications. In addition, items throughout the document include updates to reflect the evolution of the institutional level student affairs organization and input from campus stakeholders.

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

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

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

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

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

BACKGROUND INFORMATION

Institutions of higher education must submit to the Texas Higher Education Coordinating Board ("THECB") annual updates to the Capital Expenditure Plan/MP1 report. This report, which is based on the Institution's Five-Year Capital Projects Plan, lists all capital construction and major repair and renovation projects, real property acquisition, and major information technology projects that it may accomplish in the next five-years. The report is due to the THECB on July 3, 2023.

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

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

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

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

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

BACKGROUND INFORMATION

Institutions of higher education must submit to the Texas Higher Education Coordinating Board ("THECB") annual updates to the Capital Expenditure Plan/MP1 report. This report, which is based on the Institution's Five-Year Capital Projects Plan, lists all capital construction and major repair and renovation projects, real property acquisition, and major information technology projects that it may accomplish in the next five-years. The report is due to the THECB on July 3, 2023.

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

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

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

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

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

BACKGROUND INFORMATION

Institutions of higher education must submit to the Texas Higher Education Coordinating Board ("THECB") annual updates to the Capital Expenditure Plan/MP1 report. This report, which is based on the Institution's Five-Year Capital Projects Plan, lists all capital construction and major repair and renovation projects, real property acquisition, and major information technology projects that it may accomplish in the next five-years. The report is due to the THECB on July 3, 2023.

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

4. TTU SVM: Acknowledge the Five-Year Capital Projects Plan and submission of the MP1 report.

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

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

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

BACKGROUND INFORMATION

The Texas Higher Education Coordinating Board ("THECB") upon Texas Tech University's ("TTU") establishment of the School of Veterinary Medicine issued a separate identification code ("FICE") for the program. Therefore, TTU was required to submit to the THECB an initial Capital Expenditure Plan/MP1 report, with annual reports to follow. This report, which is based on the Institution's Five-Year Capital Projects Plan, lists all capital construction and major repair and renovation projects, real property acquisition, and major information technology projects that it may accomplish in the next five-years. The report is due to the THECB on July 3, 2023.

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

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

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

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

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

BACKGROUND INFORMATION

Institutions of higher education must submit to the Texas Higher Education Coordinating Board ("THECB") annual updates to the Capital Expenditure Plan/MP1 report. This report, which is based on the Institution's Five-Year Capital Projects Plan, lists all capital construction and major repair and renovation projects, real property acquisition, and major information technology projects that it may accomplish in the next five-years. The report is due to the THECB on July 3, 2023.

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

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

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

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

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

BACKGROUND INFORMATION

Institutions of higher education must submit to the Texas Higher Education Coordinating Board ("THECB") annual updates to the Capital Expenditure Plan/MP1 report. This report, which is based on the Institution's Five-Year Capital Projects Plan, lists all capital construction and major repair and renovation projects, real property acquisition, and major information technology projects that it may accomplish in the next five-years. The report is due to the THECB on July 3, 2023.

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

FIVE-YEAR CAPITAL PROJECTS PLAN (FY2024-2028)
 Texas Tech University Health Sciences Center El Paso
 May 4, 2023

| GENERAL PROJECT INFORMATION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------------------|-----------|---|------------------|---------------------------|-------------------|----------------|-----------------------|--------------|----------------|----------------------------|---------|----------|----------------|---------------------------|----------------|---------------------|----------------------------|---------------------------|------------------|----------------|------------------------|----------------------------|---------------------|---|-------|----------|------|-----------|------|-----------|--|--|--|
| Priority | Bidg. No. | Project Description | Project Type | | | | | | Square Footage | | | CIP Code | Project Budget | Funding Source (Millions) | | | | | | | | | | | | | | | | | | | |
| | | | New Construction | Major Repair & Renovation | Land Acquisitions | Infrastructure | Information Resources | Leased Space | Gross | Educational & General NASF | Acreage | | | HEAF - Cash | HEAF - Bond | Other Revenue Bonds | Auxiliary Enterprise Funds | Other Institutional Funds | Gifts, Donations | Federal Grants | Unexpended Plant Funds | Legislative Appropriations | Private Development | Capital Construction Assistance Project Bonds | Other | Unfunded | | | | | | | |
| 1 | NEW | Oral and Medical Comprehensive Health Care Ctr | X | | | | | | | | 225,591 | 117,307 | 0 | 510504 | \$ 276,493,231 | | | | | | | | | | | | | \$ 276.49 | | | | | |
| 2 | NEW | Clinical Sciences Building | X | | | | | | | | 128,000 | 66,550 | 0 | 511201 | \$ 140,419,284 | | | | | | | | | | | \$ 59.90 | | \$ 80.52 | | | | | |
| 3 | NEW | Family Medicine Clinic | X | | | | | | | | 35,000 | 22,750 | 0 | 510000 | \$ 38,374,886 | | | | | | | | | | | | | \$ 38.37 | | | | | |
| 4 | NEW | EI Paso Parking Garage No. 2 (note 1) | X | | | | | | | | 420,000 | 0 | 0 | 000000 | \$ 65,496,697 | | | | | | | | | | | | | \$ 65.50 | | | | | |
| 5 | IN | Real Property Transactions - EI Paso (Adjacent to Main Campus) (note 2) | | | | X | | | | | 0 | 0 | 10 | 000000 | \$ 16,986,735 | \$ 16.99 | | | | | | | | | | | | \$ (0.00) | | | | | |
| 6 | NEW | Warehouse Building Renovation | | X | | | | | | | 58,237 | 29,149 | 0 | 000000 | \$ 17,707,214 | | | | | | | | | | | | | \$ 17.71 | | | | | |
| | | Estimated Total Project Budget Modified | | | | | | | | | | | | | \$ 555,478,148 | \$ 16.99 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 478.89 | | | |
| | | Project Scope Modified and Budget Increased | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | New Project | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Note 1 : If Federal BUILD 2022 Grant is awarded to the City of EI Paso, project will begin within a year and have an 18 month construction time. TTUHSC's contribution will be approximately \$8M.
 Note 2: Properties adjacent to campus to include privately owned and City Properties \$12.03M. Also includes a privately owned parcel valued approximately \$5.2M, sale of TTUHSC building and acquisition of County properties for planned campus expansion.

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

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

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

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

BACKGROUND INFORMATION

Institutions of higher education must submit to the Texas Higher Education Coordinating Board ("THECB") annual updates to the Capital Expenditure Plan/MP1 report. This report, which is based on the Institution's Five-Year Capital Projects Plan, lists all capital construction and major repair and renovation projects, real property acquisition, and major information technology projects that it may accomplish in the next five-years. The report is due to the THECB on July 3, 2023.

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

h. TTU: Approve building name change for the English & Philosophy building.

Board approval required by: Sections 13.01 and 13.03, *Regents' Rules*

The request is to approve changing the name of the English & Philosophy building (Building No. 0393) to "Humanities." Signage for the building 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

The English & Philosophy building was completed in 2002 and originally only housed the English Department and the Philosophy Department. At present, the Operations Division is renovating the building to accommodate the move of the History Department from Holden Hall to the English & Philosophy building. The move allows collaboration between the three departments as well as sharing of ideological information and resources. Academic collaboration between departments enhances departmental initiatives and individual student degree paths.

Section 13.01 and 13.03, *Regents' Rules* requires board approval for naming of a facility within the TTU system.

i. **TTUHSC El Paso: Approve updating several building names within the inventory and authorize submission to THECB.**

Board approval required by: Sections 13.03.1. and 13.03.2., *Regents' Rules* and *Texas Education Code*, §61.0582

The request is to approve updating several of the building names within the TTUHSC El Paso campus inventory and authorize submission to the Texas Higher Education Coordinating Board ("THECB"). The list of building are included below. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

| Number | Current System Name | Proposed Name Change |
|--------|---------------------------|--------------------------------|
| 3001 | TEXAS TECH MEDICAL CENTER | CLINICAL SCIENCE BUILDING |
| 3002 | EL PASO WAREHOUSE | MAINTENANCE SUPPORT BUILDING |
| 3007 | RESEARCH ANNEX BUILDING | MEDICAL SCIENCE BUILDING ANNEX |
| 3008 | TTMC CENTRAL PLANT | CSB CENTRAL PLANT |
| 3009 | EAST WAREHOUSE | DENTAL ORAL HEALTH CLINIC |
| 3011 | RM MILES WAREHOUSE | CAMPUS WAREHOUSE BUILDING |
| 3013 | 4950 GATEWAY EAST | CLINICAL BUSINESS SUPPORT 1 |
| 3014 | 5010 GATEWAY EAST | CLINICAL BUSINESS SUPPORT 2 |
| 3015 | 5310 EL PASO DR | FACILITIES SUPPORT BUILDING |
| 3104 | 9830 GATEWAY BLVD NORTH | NORTHEAST MEDICAL CLINIC |

BACKGROUND INFORMATION

The proposed building name changes will update the current system names to reflect the TTUHSC El Paso campus nomenclature.

Section 13.03.2., *Regents' Rules*, states that, "Academic facilities should be named based on the major academic use of the facility..."

j. **ASU, MSU, TTU and TTUSA, TTUHSC, and TTUHSC EI Paso: Approve FY 2024 and FY 2025 holiday schedules.**

1. **ASU: Approve FY 2024 and FY 2025 holiday schedules.**

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

The request is to approve the FY 2024 and FY 2025 holiday schedules for Angelo State University as presented on the following pages. This request has been approved administratively by the president and chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

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

State law provides for seventeen (17) state holidays in FY 2024 and 2025. In FY 2024, four (4) of the state holidays fall on weekends and cannot be substituted for other regular working days. The result is thirteen (13) holidays for FY 2024. In FY 2025, two (2) of the state holidays fall on weekends and cannot be substituted for other regular working days. The result is fifteen (15) holidays for FY 2025.

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

**ANGELO STATE UNIVERSITY
HOLIDAY SCHEDULE 2023-2024**

| | DATE | DAY OF WEEK | HOLIDAY |
|-------------|-------------|--------------------|-----------------------------|
| 2023 | September 4 | Monday | Labor Day |
| | November 23 | Thursday | Thanksgiving Day |
| | November 24 | Friday | Thanksgiving Holiday |
| | December 25 | Monday | Winter Holiday |
| | December 26 | Tuesday | Winter Holiday |
| | December 27 | Wednesday | Winter Holiday |
| | December 28 | Thursday | Winter Holiday |
| | December 29 | Friday | Winter Holiday |
| 2024 | January 1 | Monday | Winter Holiday |
| | January 15 | Monday | Martin Luther King, Jr. Day |
| | March 29 | Friday | Spring Holiday |
| | May 27 | Monday | Memorial Day |
| | July 4 | Thursday | Independence Day |

TOTAL ALLOWABLE HOLIDAYS: 13

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

State law provides for seventeen (17) state holidays in FY 2024. In FY 2024, four (4) holidays fall on weekends and cannot be substituted for other regular working days. The result is thirteen (13) observable holidays for FY 2024.

**ANGELO STATE UNIVERSITY
HOLIDAY SCHEDULE 2024-2025**

| | DATE | DAY OF WEEK | HOLIDAY |
|-------------|-------------|--------------------|-----------------------------|
| 2024 | September 2 | Monday | Labor Day |
| | November 28 | Thursday | Thanksgiving Day |
| | November 29 | Friday | Thanksgiving Holiday |
| | December 23 | Monday | Winter Holiday |
| | December 24 | Tuesday | Winter Holiday |
| | December 25 | Wednesday | Winter Holiday |
| | December 26 | Thursday | Winter Holiday |
| | December 27 | Friday | Winter Holiday |
| | December 30 | Monday | Winter Holiday |
| | December 31 | Tuesday | Winter Holiday |
| 2025 | January 1 | Wednesday | Winter Holiday |
| | January 20 | Monday | Martin Luther King, Jr. Day |
| | March 18 | Friday | Spring Holiday |
| | May 26 | Monday | Memorial Day |
| | July 4 | Friday | Independence Day |

TOTAL ALLOWABLE HOLIDAYS: 15

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

State law provides for seventeen (17) state holidays in FY 2025. In FY 2025, two (2) holidays fall on weekends and cannot be substituted for other regular working days. The result is fifteen (15) observable holidays for FY 2025.

2. MSU: Approve FY 2024 and FY 2025 holiday schedules.

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

The request is to approve the FY 2024 and FY 2025 holiday schedules as presented on the following pages. This request has been approved administratively by the president and chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

Title 6, Subchapter A, Section 662.011, *Texas Government Code*, authorizes the Board to establish the holiday schedule for Midwestern State University provided that the number of holidays to be observed does not exceed the number of holidays observed by other state agencies.

State law provides for seventeen (17) state holidays in FY 2024 and FY 2025. In FY 2024, four (4) of the state holidays fall on weekends and cannot be substituted for other regular working days. The result is thirteen (13) holidays for FY 2024. In FY 2025, two (2) of the state holidays fall on weekends and cannot be substituted for other regular working days. The result is fifteen (15) holidays for FY 2025.

**MIDWESTERN STATE UNIVERSITY
HOLIDAY SCHEDULE 2023-2024**

| | DATE | DAY OF WEEK | HOLIDAY |
|-------------|-------------|--------------------|-----------------------------|
| 2023 | September 4 | Monday | Labor Day |
| | November 23 | Thursday | Thanksgiving |
| | November 24 | Friday | Thanksgiving |
| | December 25 | Monday | Winter Break |
| | December 26 | Tuesday | Winter Break |
| | December 27 | Wednesday | Winter Break |
| | December 28 | Thursday | Winter Break |
| | December 29 | Friday | Winter Break |
| 2024 | January 1 | Monday | New Year's Day |
| | January 15 | Monday | Martin Luther King, Jr. Day |
| | May 27 | Monday | Memorial Day |
| | June 19 | Wednesday | Emancipation Day |
| | July 4 | Thursday | Independence Day |

TOTAL ALLOWABLE HOLIDAYS: 13

NOTE: State law provides for seventeen (17) state holidays in FY 2024. In FY 2024, four (4) of the state holidays fall on weekends and cannot be substituted for other regular working days. The result is thirteen (13) holidays for FY 2024.

**MIDWESTERN STATE UNIVERSITY
HOLIDAY SCHEDULE 2024-2025**

| | DATE | DAY OF WEEK | HOLIDAY |
|-------------|-------------|--------------------|--------------------------------|
| 2024 | September 2 | Monday | Labor Day |
| | November 28 | Thursday | Thanksgiving |
| | November 29 | Friday | Thanksgiving |
| | December 23 | Monday | Winter Break |
| | December 24 | Tuesday | Winter Break |
| | December 25 | Wednesday | Winter Break |
| | December 26 | Thursday | Winter Break |
| | December 27 | Friday | Winter Break |
| | December 30 | Monday | Winter Break |
| | December 31 | Tuesday | Winter Break |
| 2025 | January 1 | Wednesday | New Year's Day |
| | January 20 | Monday | Martin Luther King, Jr. Day |
| | May 26 | Monday | Memorial Day |
| | June 19 | Thursday | Emancipation Day |
| | July 4 | Friday | Independence Day |

TOTAL ALLOWABLE HOLIDAYS: 15

NOTE: State law provides for seventeen (17) state holidays in FY 2025. In FY 2025, two (2) of the state holidays fall on weekends and cannot be substituted for other regular working days. The result is fifteen (15) holidays for FY 2025.

3. TTU and TTUSA: Approve FY 2024 and 2025 holiday schedules.

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

The request is to approve the FY 2024 and FY 2025 holiday schedule for Texas Tech University and Texas Tech University System Administration as presented on the following pages. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

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

State law provides for seventeen (17) state holidays in FY 2024 and 2025. In FY 2024, four (4) holidays fall on weekends and cannot be substituted for other regular working days. The result is thirteen (13) holidays for FY 2024. In FY 2025, two (2) holidays fall on weekends and cannot be substituted for other regular working days. The result is fifteen (15) holidays for FY 2025.

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

**TEXAS TECH UNIVERSITY
TEXAS TECH UNIVERSITY SYSTEM ADMINISTRATION
HOLIDAY SCHEDULE 2023-2024**

| | DATE | DAY OF WEEK | HOLIDAY |
|-------------|-------------|--------------------|-----------------------------|
| 2023 | September 4 | Monday | Labor Day |
| | November 23 | Thursday | Thanksgiving |
| | November 24 | Friday | Thanksgiving |
| | December 25 | Monday | Winter Break |
| | December 26 | Tuesday | Winter Break |
| | December 27 | Wednesday | Winter Break |
| | December 28 | Thursday | Winter Break |
| | December 29 | Friday | Winter Break |
| 2024 | January 1 | Monday | New Year's Day |
| | January 15 | Monday | Martin Luther King, Jr. Day |
| | May 27 | Monday | Memorial Day |
| | June 19 | Wednesday | Emancipation Day |
| | July 4 | Thursday | Independence Day |

TOTAL ALLOWABLE HOLIDAYS: 13

NOTE: State law provides for seventeen (17) state holidays in FY 2024. In FY 2024, four (4) holidays fall on weekends and cannot be substituted for other regular working days. The result is thirteen (13) holidays for FY 2024.

**TEXAS TECH UNIVERSITY
TEXAS TECH UNIVERSITY SYSTEM ADMINISTRATION
HOLIDAY SCHEDULE 2024-2025**

| | DATE | DAY OF WEEK | HOLIDAY |
|-------------|-------------|--------------------|-----------------------------|
| 2024 | September 2 | Monday | Labor Day |
| | November 28 | Thursday | Thanksgiving |
| | November 29 | Friday | Thanksgiving |
| | December 24 | Tuesday | Winter Break |
| | December 25 | Wednesday | Winter Break |
| | December 26 | Thursday | Winter Break |
| | December 27 | Friday | Winter Break |
| | December 30 | Monday | Winter Break |
| | December 31 | Tuesday | Winter Break |
| 2025 | January 1 | Wednesday | New Year's Day |
| | January 20 | Monday | Martin Luther King, Jr. Day |
| | March 21 | Friday | Spring Break |
| | May 26 | Monday | Memorial Day |
| | June 19 | Thursday | Emancipation Day |
| | July 4 | Friday | Independence Day |

TOTAL ALLOWABLE HOLIDAYS: 15

NOTE: State law provides for seventeen (17) state holidays in FY 2025. In FY 2025, two (2) holidays fall on weekends and cannot be substituted for other regular working days. The result is fifteen (15) holidays for FY 2025.

4. TTUHSC: Approve FY 2024 & FY 2025 holiday schedules.

Board approval required by: Section 3.08, *Regent's Rules*; Section 662.011, Texas Government Code

The request to approve the FY 2024 and the FY 2025 holiday schedules as presented on the following pages. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

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

State law provides for 17 state holidays. In FY 2024, four (4) holidays fall on a weekend and cannot be substituted for other regular working days. The state will observe thirteen (13) holidays for FY 2024. TTUHSC will observe ten (10) holidays. In FY 2025 two (2) fall on a weekend and cannot be substituted for other regular working days. The state will observe fifteen (15) holidays in FY 2025, which is two more than FY 2024. TTUHSC will observe twelve (12) holidays. An additional three (3) days of holiday entitlement will be accrued to employees' holiday comp balance at the rate of two hours per month with a maximum accrual of 24 hours for each respective fiscal year.

**TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
HOLIDAY SCHEDULE 2023-2024**

| | DATE | DAY OF WEEK | HOLIDAY |
|-------------|-------------|--------------------|-----------------------------|
| 2023 | September 4 | Monday | Labor Day |
| | November 23 | Thursday | Thanksgiving Day |
| | November 24 | Friday | Thanksgiving Holiday |
| | December 25 | Monday | Christmas Day |
| | December 26 | Tuesday | Winter Holiday |
| 2024 | January 1 | Monday | New Year's Day |
| | January 15 | Monday | Martin Luther King, Jr. Day |
| | May 27 | Monday | Memorial Day |
| | June 19 | Wednesday | Emancipation Day |
| | July 4 | Thursday | Independence Day Holiday |

TOTAL ALLOWABLE HOLIDAYS: 10

NOTE: State law provides for 17 state holidays. In FY 2024 four (4) holidays fall on a weekend and cannot be substituted for other regular working days. The state will observe thirteen (13) holidays in FY 2024, which is one more than FY 2023. TTUHSC will observe ten (10) holidays. An additional three (3) days of holiday entitlement will be accrued to employees' holiday comp balance at the rate of two hours per month with a maximum accrual of 24 hours.

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

**TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
HOLIDAY SCHEDULE 2024-2025**

| | DATE | DAY OF WEEK | HOLIDAY |
|-------------|-------------|--------------------|--------------------------------|
| 2024 | September 2 | Monday | Labor Day |
| | November 28 | Thursday | Thanksgiving Day |
| | November 29 | Friday | Thanksgiving Holiday |
| | December 24 | Tuesday | Winter Holiday (Christmas Eve) |
| | December 25 | Wednesday | Christmas Day |
| | December 31 | Tuesday | New Year's Eve |
| 2025 | January 1 | Wednesday | New Year's Day |
| | January 20 | Monday | Martin Luther King, Jr. Day |
| | March 14 | Friday | Spring Break |
| | May 26 | Monday | Memorial Day |
| | June 19 | Thursday | Emancipation Day |
| | July 4 | Friday | Independence Day Holiday |

TOTAL ALLOWABLE HOLIDAYS: 12

NOTE: State law provides for 17 state holidays. In FY 2025 two (2) fall on a weekend and cannot be substituted for other regular working days. The state will observe fifteen (15) holidays in FY 2025, which is two more than FY 2024. TTUHSC will observe twelve (12) holidays. An additional three (3) days of holiday entitlement will be accrued to employees' holiday comp balance at the rate of two hours per month with a maximum accrual of 24 hours.

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

5. TTUHSC El Paso: Approve FY 2024 & FY 2025 holiday schedules.

Board approval required by: Section 3.08, *Regent's Rules*; Section 662.011, Texas Government Code

The request to approve the FY 2024 and FY 2025 holiday schedule for as presented on the attached pages. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

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

State law provides for seventeen (17) state holidays in FY 2024 and 2025. In FY 2024, four (4) of the state holidays fall on weekends and cannot be substituted for other regular working days. The result is thirteen (13) holidays for FY 2024. In FY 2025, two (2) of the state holidays fall on weekends and cannot be substituted for other regular working days. The result is fifteen (15) holidays for FY 2025.

TTUHSC El Paso will observe 10 days (FY 2024) and 12 days (FY 2025) as holidays for academic, administrative and clinical operations and an additional three days of holiday entitlement will be accrued to employees' holiday comp time leave balances.

Approval of the FY 2024 and FY 2025 holiday schedule is subject to current law and any necessary changes in state holidays made by the 89th State Legislature will be made in August if necessary.

**TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO
HOLIDAY SCHEDULE 2023-2024**

| | DATE | DAY OF WEEK | HOLIDAY |
|-------------|-------------|--------------------|-----------------------------|
| 2023 | September 4 | Monday | Labor Day |
| | November 23 | Thursday | Thanksgiving Day |
| | November 24 | Friday | Thanksgiving Holiday |
| | December 25 | Monday | Winter Holiday |
| | December 26 | Tuesday | Winter Holiday |
| 2024 | January 1 | Monday | New Year's Holiday |
| | January 15 | Monday | Martin Luther King, Jr. Day |
| | May 27 | Monday | Memorial Day |
| | June 19 | Wednesday | Emancipation Day |
| | July 4 | Thursday | Independence Day |

TOTAL ALLOWABLE HOLIDAYS: 10

NOTE: State law provides for 17 state holidays. In FY 2024 four (4) holidays fall on a weekend and cannot be substituted for other regular working days. The state will observe thirteen (13) holidays in FY 2023, which is one more than FY 2022. TTUHSC EP will observe ten (10) holidays. An additional three (3) days of holiday entitlement will be accrued to employees' holiday comp balance at the rate of two hours per month with a maximum accrual of 24 hours.

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

**TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO
HOLIDAY SCHEDULE 2024-2025**

| | DATE | DAY OF WEEK | HOLIDAY |
|-------------|-------------|--------------------|-----------------------------|
| 2024 | September 2 | Monday | Labor Day |
| | November 28 | Thursday | Thanksgiving Day |
| | November 29 | Friday | Thanksgiving Holiday |
| | December 24 | Tuesday | Winter Holiday |
| | December 25 | Wednesday | Winter Holiday |
| | December 26 | Thursday | Winter Holiday |
| | December 31 | Tuesday | New Year's Eve |
| 2025 | January 1 | Wednesday | New Year's Holiday |
| | January 20 | Monday | Martin Luther King, Jr. Day |
| | May 26 | Monday | Memorial Day |
| | June 19 | Thursday | Emancipation Day |
| | July 4 | Friday | Independence Day |

TOTAL ALLOWABLE HOLIDAYS: 12

NOTE: State law provides for 17 state holidays. In FY 2025 two (2) holidays fall on a weekend and cannot be substituted for other regular working days. The state will observe thirteen (15) holidays in FY 2025, which is two more than FY 2024. TTUHSC EP will observe twelve (12) holidays. An additional three (3) days of holiday entitlement will be accrued to employees' holiday comp balance at the rate of two hours per month with a maximum accrual of 24 hours.

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

k. ASU: Authorization to execute a contract amendment with Skyline Aviation Inc. for Flight Training Courses for the 2024 school year.

Board approval required by: Section 07.12.3.a. and 07.12.3.b., *Regents’ Rules*

The request is to authorize the president or his designee to approve a contract amendment with Skyline Aviation Inc. (“Skyline”) for flight training courses for school year 2024, including fall, spring and summer semesters. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

In June 2021, ASU Initiated within its Department of Business, a Bachelors of Commercial Aviation (“BCA”) program. The BCA program was approved by the Board of Regents on May 14, 2020 and a contract with Skyline was approved by the Board of Regents on May 13, 2021. Under the existing agreement, ASU contracted with Skyline to provide the in-flight training and to participate in cooperative education endeavors for the aviation students in this program. ASU had successful launch the past 2 years of this program. School Year 2024 has a projection to double students by the original cohort advancing an incoming class size to match. This growth in students necessitates a contract amendment with Skyline to meet program demand over the course of one school year. The contract amendment will be reviewed by the Office of General Counsel.

The cost below is for courses and required flying time. In addition, the cost adjusts for the increase in aircraft fuel prices. As this program evolves and historical data is available, costs will be estimated for future years of the program.

| Component | Vendor | Service to be Provided | Estimated Per Annum Expenditures | Estimated Term Expenditures (includes renewals) | Start | End | Procurement Method |
|-----------|------------------|------------------------|----------------------------------|---|----------|-----------|-----------------------|
| ASU | Skyline Aviation | Flight instruction | \$5,300,000.00 | To Be Determined | 9/1/2023 | 8/31/2024 | Competitive Quotation |

Section 07.12.3.a., *Regents’ Rules*, requires Board approval of contracts more than \$1 million and 07.12.3.b, *Regents’ Rules* requires Board approval of contract amendments, extensions or renewals with a value that increases the value of the original contract to more than \$1,000,000 per annum of the contract unless the authority to exceed the approved amount is expressly delegated by the board.

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. This request has been approved administratively by the chancellor and the president and is recommended for approval by the Board of Regents.

Matthew Woodley, effective January 17, 2023

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. TTU: Approve commissioning of police officers.

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

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

Baylie Halbakken, effective February 1, 2023
Travis Mitchell, effective February 1, 2023

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.

n. **TTU: Approve modification of the Margret Stuart Pre-Med Scholarship Endowment.**

Approval required by: Texas Tech University Operating Policy 02.08.5

The request is to approve modification of the criteria for the Margret Stuart Pre-Med Scholarship Endowment in the Texas Tech University Office of the Provost, as listed below. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

New Name: Margret Stuart Premedical Scholarship

New Criteria: Scholarships will be awarded to junior and senior pre-med students with a minimum 3.5 GPA.

BACKGROUND INFORMATION

The Margret Stuart Premedical Endowment (“Endowment”) was established in April of 1979 by former premedical students, members of the Pre-Med Society and members of the Texas Gamma Chapter of Alpha Epsilon Delta in appreciation of Margret Stuart’s service to premedical education at Texas Tech University. The endowment was intended to support junior or senior medical students with a minimum 3.5 GPA.

In 1992, the Endowment was modified through internal, administrative action, to reallocate 10% of the earnings back to the principal of the Endowment and 90% of the earnings to the spendable.

The purpose of this revision is to remove the internal restrictions placed on investment allocation of the Endowment to reiterate that the only restrictions on the Endowment are to award scholarships for junior and senior pre-medical students with a minimum 3.5 GPA.

The balance of the Endowment as of April 5, 2023, including the corpus and spendable is \$181,640.64.

Texas Tech University Operating Policy 02.08.5 states that a modification of an endowment with a principal balance of greater than \$25,000.00 requires a written request of the donor and approval of the Board of Regents of the Texas Tech University System.

o. TTU: Approve modification of the Robert C. Goodwin Memorial endowment.

Approval required by: Texas Tech University Operating Policy 02.08.5

The request is to approve modification of the criteria for the Robert C. Goodwin Memorial endowment in the Texas Tech University Office of the Provost, as listed below. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

New Name: R.C. Goodwin Premedical Scholarship Fund

New Criteria: Scholarships benefitting pre-medical students

BACKGROUND INFORMATION

The **Robert C. Goodwin Memorial** endowment (“Endowment”) was established in 1967 by students who received premedical training at Texas Technological College under the tutelage of Dr. R.C. Goodwin, as a way to honor Dr. Goodwin’s retirement from higher education after thirty years of service to Texas Tech and its students, including seven years as President from 1959 to 1966. The initial purpose of the Endowment was to provide scholarship support to junior or senior level premedical students with a minimum 3.5 GPA.

Over the years, numerous internal, administrative revisions limited the award of the scholarship to one scholarship per year valued at \$250.00, resulting in the underutilization of the Endowment.

The purpose of this revision is to remove the internal restriction limiting the amount and number of scholarships that may be awarded and focus solely on the original intent of the Endowment.

The balance of the Endowment as of April 5, 2023, including the corpus and spendable is \$607,241.16.

Texas Tech University Operating Policy 02.08.5 states that a modification of an endowment with a principal balance of greater than \$25,000.00 requires a written request of the donor and approval of the Board of Regents of the Texas Tech University System.

p. **TTUS: Approve establishment of quasi-endowment for Chancellor's Academy for Lifelong Leaders.**

Board approval required by: *LTIF Investment Policy Statement*

The request is to approve establishment of a quasi-endowment benefitting the Texas Tech University System and initiatives of the chancellor, as listed below. This request has been approved administratively by the chancellor and is recommended for approval by the Board of Regents.

Fund Name: Chancellor's Academy for Lifelong Leaders

Criteria: Fund to be used to support the Chancellor's Academy for Lifelong Leaders and its operations and initiatives.

BACKGROUND INFORMATION

The Texas Tech Foundation, Inc. ("TTFI") received a \$1.5 million bequest gift from the John L. Ferris Trust, for the benefit of the Texas Tech University System (the "Gift"). Per the estate plan and trust, no restrictions were placed on the Gift. With the permission of the trust representatives, Texas Tech University System Administration ("TTUSA") leadership determined to use the Gift to create the Chancellor's Academy for Lifelong Leaders. Funding for the program is intended to be allocated as follows:

1. \$250,000.00 of the Gift will create a current use operating fund to establish and support the program.
2. TTFI and the TTUSA chief financial officer and chancellor request that the remaining \$1.25 million be used to create a quasi-endowment to fund the program in the long-term, to be known as the "Chancellor's Academy for Lifelong Leaders."

The Texas Tech University System's LTIF Investment Policy Statement reserves the right of the Board of Regents to establish quasi-endowment funds valued at \$250,000.00 and above. Since the donor did not restrict the funds for an endowment, a request to endow the funds must be approved by the Board of Regents.

q. **TTU: Authorize negotiations with Leona Marketing Group, LLC for TTU Athletic Department strategic advisory and negotiation consulting services.**

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

The request is to authorize the president, or his designee, to enter negotiations and execute a contract with Leona Marketing Group, LLC ("Leona") for the purposes of reviewing the collegiate landscape in the areas of apparel rights and multimedia rights agreements and develop and execute a negotiation strategy with potential partners that maximize future value to Texas Tech University Department of Intercollegiate Athletics ("TTU Athletics"). This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents

BACKGROUND INFORMATION

TTU Athletics recognizes the significant financial value of their rights in both the collegiate athletic apparel and multimedia (sponsorships and marketing) spaces. Further, TTU Athletics has multiple, important contractual relationships for these rights terminating in the next few fiscal years.

Leona is uniquely positioned and experienced to study the market in these areas, and position TTU Athletics to maximize the contractual relationship with potential partners. Leona will also evaluate TTU Athletics' potential for self-performing, not outsourcing, multimedia rights, partnering with outside vendors. Leona will facilitate negotiations with partners and the structuring of contracts that best benefit TTU Athletics' ability to generate maximum revenue from its' rights while requiring partners to uphold the expected reputation and perception of TTU Athletics. This consulting contract is expected to exceed \$100,000.

Section 07.12.3.d.(1)(b), *Regents' Rules*, requires Board approval on contracts that involve a commitment of funds or other resources for more than five years. Section 07.12.3.e.(1)(a), *Regents' Rules*, requires Board approval prior to execution of a consulting contract with an initial consideration in excess of \$100,000.

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 2023 (as of February 28, 2023), per Section 01.02.8.d(3)(g), *Regents' Rules*** – All actual expenditures will be reviewed by the Finance and Investments 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: Contracts for ongoing and continuing health-related service relationships per Section 07.12.4.c, *Regents' Rules*** – “The following are excepted from the requirements of Section 07.12.3.a and 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 or new health related services 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. Before such a contract may be executed, the president shall obtain the prior review of the TTU system Office of General Counsel and the TTU system 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 | (AMEND3121776-001) Childress Regional Medical Center - CRMC | Onsite Health Care Services - T.L. Roach Unit FY22-23 - TDCJ | 9/1/2021 | 8/31/2023 | Amendment |
| TTUHSC | (AMEND2729158-001) | Support of Pediatric Subspecialty Care | 10/1/2020 | 9/30/2023 | Amendment |

| | | | | | |
|--|----------------------------|--|--|--|--|
| | Amarillo Hospital District | | | | |
|--|----------------------------|--|--|--|--|

- (3) **TTUHSC: Consulting contracts with an initial consideration of \$100,000 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 \$100,000 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 | (CON3477307) JRP III LLC | ACGME Accreditation - Surgery Residency Program. | \$ 12,500 | 2/1/2023 | 12/31/2023 |

- (4) **TTU, TTUHSC and TTUHSC EI 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** – The following are excepted from the requirements of Section 07.12.3.a and 07.12.3 b, Regents’ Rules, “the chancellor or president, or the chancellor or presidents designee, 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.”

| 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 | (C19756) Taylor & Francis | Electronic Journals and Reference Materials for Research and Teaching | \$700,000/ year | \$2.1 mil. | 02/17/2023 | 01/01/2025 | New | Sole Source |

| | | | | | | | | |
|-----|---|---------------------|---------------------------|-------------------|------------|------------|-----|--------------------|
| TTU | (C19837) General Office Supply | Office Furniture | \$330,000/ year (est.) | \$3.0 mil. (est.) | 02/28/2023 | 02/27/2032 | New | E&I Cooperative |
| TTU | (C19838) West Office Supply | Office Furniture | \$330,000/ year (est.) | \$3.0 mil. (est.) | 02/28/2023 | 02/27/2032 | New | E&I Cooperative |

TTUHSC: 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 | (CON34631 30) Lucine Center for Trauma and Grief | Clinician Support - Three Bilingual Clinicians | \$ 572,600 | \$ 1,045,200 | 9/1/2022 | 8/31/2024 | New | Sole Source – Grant Designated |

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 | (10547) Adame Anesthesia PLLC | CRNA | \$400,000/year (pro-rated) | \$1.3 mil | 02/09/23 | 08/31/26 | New | N/A Professional Services |
| TTUHSC EP | (10420) Good Type, Inc. | Ultrasound Services | \$294,820/year (pro-rated) | \$1.1 mil | 01/31/23 | 01/30/27 | New | N/A Professional Services |
| TTUHSC EP | (09263-A01) Hayes Locum | Locums | \$700,000/year (pro-rated) | \$3.8 mil | 04/01/22 | 03/31/26 | Extension | N/A Professional Services |
| TTUHSC EP | (08756-A01) SWAC Anesthesia PC | CRNA | \$400,000/year (pro-rated) | \$1.8 mil | 08/11/21 | 08/31/25 | Extension | N/A Professional Services |
| TTUHSC EP | (07985-A01) Texas Health and Human Services Commission | CLASS Program | \$555,000/year (pro-rated) | \$1.9 mil | 08/11/20 | 02/11/24 | Extension | N/A Professional Services |

| | | | | | | | | |
|--------------|--------------------------------------|----|-------------------------------|-----------|----------|----------|-----------|---------------------------------|
| TTUHSC EP | (01834-A12) Cerner Corporation | IT | \$333,972/year (pro-rated) | \$3.3 mil | 02/03/16 | 08/31/26 | Extension | N/A Professional Services |
|--------------|--------------------------------------|----|-------------------------------|-----------|----------|----------|-----------|---------------------------------|

- (5) **TTU and TUHSC: Contracts for Sponsored Programs 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) Texas Child Mental Health Care Consortium (TCMHCC) Federal American Rescue Plan Act (ARPA): 1.005- CPAN Suicide Prevention Intervention (FISP)/ Zero Suicide ECHO; Sean M. Mitchell, Assistant Professor, Psychological Sciences, and Principal Investigator; United States Department of the Treasury/Texas Tech University Health Sciences Center; \$1,538,402 awarded
- (b) Texas Child Mental Health Care Consortium (TCMHCC) Federal American Rescue Plan Act (ARPA): 2.005- TCHAT Evidence-based Face to Face Telehealth Groups; Brandy M. Watson, Associate Professor, Psychological Sciences, and Principal Investigator; United States Department of the Treasury/Texas Tech University Health Sciences Center; \$1,396,825 awarded

TTUHSC:

- (a) Health Resources and Services Administration grant funding entitled “Health Center Program”; grant year 03/01/2023 through 02/29/2024; award amount \$3,231,853.
- (b) GlaxoSmithKline clinical trial agreement for Chronic Kidney Disease; clinical trial dates 05/01/2023 until completion of study (in excess of five (5) years).
- (c) GlaxoSmithKline clinical trial agreement for drug “Daprodustat”; clinical trial dates 05/01/2023 until completion of study (in excess of five (5) years).

- (6) **ASU, MSU, TTU, TTUHSC and TTUHSC El Paso: Named funds approval per Section 13.02.3a., Regents' Rules** – “The board delegates approvals to name endowments or other gift funds established through a private gift of less than \$5 million to the president of the benefiting institution, in consultation and cooperation with the chancellor and the vice chancellor of Institutional Advancement. Notice shall be provided to the board of regents as part of the information agenda at the next board meeting.”

- (a) The vice chancellor for institutional advancement notified the board of regents of all named endowments and other gifts equaling \$100,000 or more given or pledged to the component universities between January 10, 2023 through March 26, 2023.

- (7) **TTU: Emergency or exigent circumstances approval of a contract by Section 07.12.3.i, Regents' Rules** – “Unless prohibited by law, 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 proposal submitted by the chancellor, or the chancellor’s designee, by verbal approval of the chair or of the chair of the Finance and Investments Committee. Contracts approved in this manner shall be presented to the board as an information item at the next board meeting.”
- (a) On March 23, 2023, Chairman Mark Griffin granted an exigent circumstances approval that authorized President Schovanec, or his designee, to execute an employment agreement with Grant McCasland to serve as the Head Coach for the Texas Tech University men’s basketball program. All regents were provided information regarding the employment agreement.

ATTACHMENTS

ATTACHMENT

1

**TTUS Twentieth Supplemental Resolution
to the Master Resolution
(Finance Item 3.)**

TWENTIETH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM REFUNDING AND IMPROVEMENT BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$715 MILLION AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

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TWENTIETH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM REFUNDING AND IMPROVEMENT BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$715 MILLION AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

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

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

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

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

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

WHEREAS, the Board hereby determines that it is in the best interest of the participants in the Revenue Financing System to (i) refund certain of its previously issued and outstanding commercial paper notes (the “Refunded Commercial Paper Notes”) in order to convert interim financing into long-term, fixed rate financing; (ii) refund all or certain of the outstanding debt obligations listed in **Schedule I** hereto (the “Refundable Obligations”) in order to achieve a present value savings to participants in the Revenue Financing System; (iii) finance or refinance the cost of facilities and improvements for the participants in the Revenue Financing System; and (iv) pay the costs of issuance relating to such Parity Obligations; and

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

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

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

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

(a) Purpose; Designation; Maximum Amount. The “BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM REFUNDING AND IMPROVEMENT BONDS, SERIES 2023” are hereby authorized to be issued, from time to time, in one or more series or subseries, taxable or tax-exempt, for the purpose of (i) acquiring, purchasing, constructing, improving, renovating, enlarging or equipping property, buildings, structures, facilities, roads, or related infrastructure for TTUS or any of its component institutions, (ii) refunding the Refunded Obligations, (iii) refunding the Refunded Commercial Paper Notes and (iv) paying the costs related thereto. The Bonds shall be designated by the year in which they are awarded pursuant to Section 3 below, and each series within a year may have a letter designation following the year as determined by the Pricing Officer. The title of the Bonds may also be revised by the Pricing Officer as reflected in the applicable Pricing Certificate. The combined principal amount of all Bonds issued pursuant to this Twentieth Supplement shall not exceed \$715,000,000.

(b) New Money Authorization. The Bonds authorized for the purposes described in clause (i) of subsection (a) of this Section are being issued by the Board under authority of Chapter 55, Texas Education Code, as amended, particularly Section 55.13, and Chapter 1371. The Pricing Officer shall execute a certificate providing such documentation as may be required by the Public Finance Division of the Office of the Attorney General to (i) describe the specific projects for which the Bonds are being issued, and (ii) evidence the approval, if any, required to be obtained from the Texas Higher Education Coordinating Board for the projects to be financed with the proceeds of the Bonds. Any projects authorized by law for TTUS or any of its component institutions may be financed with the proceeds of the Bonds. The principal amount of the Bonds hereby authorized by the Board for the purposes described in clause (i) of subsection (a) of this Section may not exceed \$545,000,000.

(c) Refunding Bonds Authorization. The Bonds authorized for the purposes described in clause (ii) of subsection (a) of this Section are being issued by the Board under authority of Chapter 55, Texas Education Code, particularly Sections 55.19 and 55.17893 thereof, and Chapter 1207.

(d) Refunding of Commercial Paper Notes. The Bonds hereby authorized to be issued for the purposes of refunding the Refunded Commercial Paper Notes are being issued to convert interim financing into long-term fixed rate financing, as contemplated by the Board in the operation of the interim financing program as provided for in the Fifth Supplement, which constitutes a public purpose. The manner in which the refunding of the Refunded Commercial Paper Notes is being accomplished by the Board does not make it practicable to make the determinations required by Section 1207.008, Texas Government Code. The Refunded Commercial Paper Notes shall be those Outstanding Commercial Paper Notes designated by the Pricing Officer to be refunded and retired with a portion of the proceeds of the Bonds.

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

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

(b) Delegation to Pricing Officer. As authorized by Chapter 1371 or Chapter 1207 and subject to the parameters set forth in Section 3(d) below, the Pricing Officer is hereby authorized, appointed and designated to act on behalf of the Board in selling and delivering, in one or more series or subseries, taxable or tax-exempt, the Bonds and carrying out the procedures specified in this Twentieth Supplement, including determining:

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

(c) Effect of Determination Made by Pricing Officer; Expiration of Delegation. Any finding or determination made by the Pricing Officer, acting under the authority granted by this

Twentieth Supplement, in a Pricing Certificate shall have the same force and effect as if made by the Board. The authority hereby granted by the Board to the Pricing Officer shall expire if not exercised by the Pricing Officer within 365 days of the date of adoption of this Twentieth Supplement. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

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

(i) the aggregate net present value savings, calculated in accordance with GASB Statement No. 7, realized as a result of a current refunding of the principal amount of the Refunded Obligations by the Bonds being issued at that time shall not be less than one percent (1.00%);

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

(iii) the maximum maturity of any series of Bonds issued hereunder shall not exceed February 15, 2063;

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

(v) none of the Bonds shall bear interest at a rate greater than 15% per annum.

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

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

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

(a) *Paying Agent/Registrar.* The Pricing Officer is directed to select, on behalf of the Board, the Paying Agent/Registrar for the Bonds. The Pricing Officer is authorized to enter into and carry out a Paying Agent/Registrar Agreement with the Paying Agent/Registrar with respect to the Bonds in substantially the form presented at this meeting and attached hereto as **Exhibit D**.

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

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

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

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

(f) Transfer, Exchange, or Replacement. Each Bond issued and delivered pursuant to this Twentieth Supplement, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender of such Bond at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered bonds, without

interest coupons, in the appropriate form prescribed in the FORM OF BONDS, in any Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall be of the same series and have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same series designation and maturity date, bearing interest at the same rate, and payable in the same manner, in Authorized Denominations at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same series designation and maturity date and bear interest at the same rate and payable in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Twentieth Supplement shall constitute one of the Bonds for all purposes of this Twentieth Supplement, and may again be exchanged or replaced. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Twentieth Supplement, the Authentication Certificate shall be printed thereon. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Authentication Certificate, and, except as provided in subsection (e) of this Section, no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for transfer, exchange, or replacement. No additional orders or resolutions need be passed or adopted by the Issuer or any other body or person so as to accomplish the foregoing transfer, exchange, or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and such Bonds shall be in typed or printed form as determined by the Pricing Officer. Pursuant to Chapter 1206, Texas Government Code, the duty of transfer, exchange, or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which were originally issued pursuant to this Twentieth Supplement. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges, if any, for transferring and exchanging any Bond or any portion thereof, but the one requesting any such transfer and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, exchange, or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following interest payment date, or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. To the extent possible, any new Bond issued in an exchange, replacement, or transfer of a Bond will be delivered to the registered owner or assignee of the registered owner not more than three business days after the receipt of the Bonds to be cancelled and the written request as described above.

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

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

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Board and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Bonds. Without limiting the immediately preceding sentence, the Board and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Twentieth Supplement to the contrary but to the extent permitted by law, the Board and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal

of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Registration Books as provided in this Twentieth Supplement, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Board's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Board to make payments of principal, premium, if any, and interest pursuant to this Twentieth Supplement. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Twentieth Supplement with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the word "Cede & Co." in this Twentieth Supplement shall refer to such new nominee of DTC.

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

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

(k) *Notice of Redemption.* The Paying Agent/Registrar shall give notice of redemption of Bonds by United States mail, first-class postage prepaid, at least thirty (30) days prior to a redemption date to each registered securities depository and to any national information service that disseminates redemption notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the registered securities depositories or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the registered

owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

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

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

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

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

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

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

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

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

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

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

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Twentieth Supplement equally and proportionately with any and all other Bonds duly issued under this Twentieth Supplement.

(e) Authority for Issuing Replacement Bonds. In accordance with Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without the necessity of further action by the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying

Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(f) hereof for Bonds issued in exchange and replacement for other Bonds.

Section 11. AMENDMENT OF SUPPLEMENT.

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

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

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

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

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

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

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

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

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

publish such notice shall, not adversely affect the implementation of such amendment as adopted pursuant to such amendatory resolution.

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

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

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

(d) *Receipt of Consents.* Whenever at any time not less than thirty days, and within one year, from the date of the first publication of such notice or other service of written notice of the proposed amendment the Board shall receive an instrument or instruments executed by all of the owners or the owners of at least a majority in Outstanding Principal Amount of Bonds, as appropriate, which instrument or instruments shall refer to the proposed amendment described in such notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory resolution in substantially the same form.

(e) *Effect of Amendments.* Upon the adoption by the Board of any resolution to amend this Twentieth Supplement pursuant to the provisions of this Section, this Twentieth Supplement shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the Board and all the owners of then Outstanding Bonds and all

future Bonds shall thereafter be determined, exercised, and enforced under the Master Resolution and this Twentieth Supplement, as amended.

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

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

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

Section 13. TWENTIETH SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Twentieth Supplement shall be deemed to be and shall constitute a contract between the Board and the Holders from time to time of the Bonds and the pledge made in this Twentieth Supplement by the Board and the covenants and agreements set forth in this Twentieth Supplement to be performed by the Board shall be for the equal and proportionate benefit, security, and protection of all Holders, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Twentieth Supplement.

Section 14. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining

covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

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

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

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

(a) *Submission of Proceedings to Attorney General.* The Pricing Officer is hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and approval by the Attorney General of the State of Texas of the proceedings authorizing the Bonds in accordance with Chapter 1371. The Pricing Officer is hereby authorized, to the extent deemed necessary or advisable thereby, in the discretion thereof, to request that the Attorney General approve the Bonds in accordance with the provisions of Chapter 1202, Texas Government Code, in which case the Pricing Officer also is authorized to request the Comptroller of Public Accounts to register the Bonds, and to cause an appropriate legend reflecting such approval and registration to appear on the Bonds and the substitute Bonds. The Board hereby authorizes the payment of the fee of the Attorney General for the examination of the proceedings relating to the issuance of the Bonds, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code. The approving legal opinion of bond counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds and on any Bonds issued and delivered in exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. The preamble to the Twentieth Supplement is hereby adopted and made a part of this Twentieth Supplement for all purposes.

(b) *Bond Insurance.* If authorized in a Pricing Certificate, the purchase of a municipal bond insurance policy from a municipal bond insurance provider that has an underlying rating of "AA" (or its equivalent) or better at the time a Bond Purchase Contract is executed (the "Bond

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

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

Section 19. CONTINUING DISCLOSURE OBLIGATION.

(a) Annual Reports. (i) The Board shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2023, financial information and operating data with respect to the Board of the general type included in the final Official Statement approved by Section 18 hereof, being the information described in **Exhibit C** hereto, and (2) if not provided as part such financial information and operating data, audited financial statements of the Board, when and if available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in **Exhibit C** hereto, or such other accounting principles as the Board may be required to employ from time to time pursuant to state law or regulation, and audited, if the Board commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, the Board will provide unaudited financial information of the type included in the Official Statement by the required time and audited financial statements when and if such audited financial statements become available. If audited financial statements are not prepared for any Fiscal Year and audited financial statements are prepared with respect to the State of Texas for such Fiscal Year, the Board shall provide, or cause to be provided, the audited financial

statements of the State of Texas for the applicable Fiscal Year to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of such Fiscal Year or as soon thereafter as such audited financial statements become available from the State Auditor of the State of Texas. Any such audited financial statements of the State of Texas so provided shall be prepared in accordance with generally accepted accounting principles for state governments, as such principles may be changed from time to time to comply with state law.

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

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

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the Board, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional Paying Agent/Registrar or the change of name of a Paying Agent/Registrar, if material;

15. Incurrence of a Financial Obligation of the Board, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Board, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Board, any of which reflect financial difficulties.

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

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

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

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

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

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Board undertakes to provide only the financial information, operating

data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the Board or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Board does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

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

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

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

(vi) Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the Board from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Board, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Board (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the registered owners and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the Board if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Board's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the Board so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

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

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

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

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (taking into account an allocable share of neutral costs) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

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

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

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

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

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

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

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

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

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

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

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

of the Board, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds.

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

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

Section 21. ADDITIONAL TAX COVENANTS REGARDING USE OF PROPERTY AND REIMBURSEMENT.

(a) *Allocation of, and Limitation on, Expenditures for the Project.* The Board covenants to account for the expenditure of proceeds from the sale of the Tax-Exempt Bonds and any investment earnings thereon to be used for the projects described in the certificate executed by the Pricing Officer in accordance with the provisions of Section 2(b) hereof (each such project referred to herein and this Section 21 as a “Project”) on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (a) the expenditure on a Project is made or (b) each such Project is completed. The foregoing notwithstanding, the Board shall not expend such proceeds or investment earnings more than 60 days after the later of (a) the fifth anniversary of the date of delivery of the Tax-Exempt Bonds or (b) the date the Tax-Exempt Bonds are retired, unless the Board obtains an opinion of nationally-recognized bond counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Bonds.

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

(c) *Reimbursement.* The Board reasonably expects to reimburse capital expenditures made from its own funds with respect to the Projects described in Section 2(a)(i) hereof with Bond proceeds and this Twentieth Supplement shall constitute a declaration of official intent under

Treas. Reg. § 1.150-2. The maximum principal amount of obligations expected to be issued for the Projects is \$545,000,000.**SALE OF BONDS.**

(a) **Method of Sale.** The Bonds authorized by this Twentieth Supplement may be sold to the Purchasers by (i) negotiated sale, in accordance with one or more Bond Purchase Contracts, (ii) private placement, in accordance with an agreement to purchase or other agreement, or (iii) competitive bidding, in accordance with a successful bid submitted therefor, as determined by the Pricing Officer, in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute each Bond Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the Board.

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

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

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

(e) **Payment of Attorney General Fee; Bond Review Board Approval.** The Board hereby authorizes the payment of the fee of the Attorney General for the examination of the proceedings relating to the issuance of one or more series of the Bonds, in the amount determined

in accordance with the provisions of Section 1202.004, Texas Government Code. To the extent required by applicable State law, the Bonds shall be approved by the Texas Bond Review Board prior to issuance.

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

Section 23. REFUNDING.

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

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

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

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

such changes as the Pricing Officer deems necessary to effect the sale of the Bonds to the Purchasers.

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

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

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

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

SCHEDULE I

LIST OF REFUNDABLE OBLIGATIONS

Any outstanding maturities of the following obligations:

1. Texas Public Finance Authority Midwestern State University Revenue Financing System Revenue and Refunding Bonds, Series 2016A;
2. Texas Public Finance Authority Midwestern State University Revenue Financing System Revenue Refunding Bonds, Taxable Series 2016B;
3. Texas Public Finance Authority Midwestern State University Revenue Financing System Revenue and Refunding Bonds, Series 2015A;
4. Texas Public Finance Authority Midwestern State University Revenue Financing System Revenue Refunding Bonds, Taxable Series 2015B;
5. Texas Public Finance Authority Midwestern State University Revenue Financing System Revenue Refunding Bonds, Series 2012A;
6. Texas Public Finance Authority Midwestern State University Revenue Financing System Revenue Refunding Bonds, Taxable Series 2012B.

EXHIBIT A

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The term “*DTC Participant*” shall mean securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was

created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

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

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

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

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

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

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

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

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

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

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

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

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

The term “*Master Resolution*” shall mean the Master Resolution Establishing The Revenue Financing System under the Authority and Responsibility of the Board of Regents of Texas Tech

University, adopted by the Board on October 21, 1993, as amended on November 8, 1996 and on August 22, 1997.

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

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

The term “*MSU*” shall mean Midwestern State University, located in Wichita Falls, Texas, a component institution of TTUS.

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

The term “*Parity Obligations*” shall mean the outstanding parity revenue obligations issued by the Board in accordance with the terms of the Master Resolution and secured by the Revenue Financing System, namely as of the date of this Twentieth Supplement, the Commercial Paper Notes, the Thirteenth Series Note, the Fourteenth Series Bonds, the Fifteenth Series Bonds, the Sixteenth Series Bonds, the Seventeenth Series Bonds, the Series 2017 Bonds, the Series 2020 Bonds, and, when delivered, the Bonds authorized to be issued hereunder in one or more series.

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

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

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

The term “*Purchasers*” means collectively the initial purchasers of any series of Bonds issued under this Twentieth Supplement as named in a Pricing Certificate, including any underwriters named therein in a negotiated sale.

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

The term “*Red Raider Facilities Foundation Project*” shall mean the athletic training facility and south end zone improvements on the 17.94 acres of land, which includes the south end of the Jones AT&T Stadium, on the campus of TTU Lubbock, which is the subject of the Ground Lease Agreement, dated November 22, 2022, and Sublease Agreement, dated November 22, 2022, each between TTU and Red Raider Facilities Foundation, Inc., including any costs incurred as a result of the financing, designing, building and construction of such facility.

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

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

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

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

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

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

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

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

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

The term “*Series 2020 Bonds*” shall mean the Board of Regents of Texas Tech University System Revenue Financing System Refunding and Improvement Bonds, Taxable Series 2020 Bonds, authorized by the Eighteenth Supplement.

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

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

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

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

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

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

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

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

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

The term “*Twentieth Supplement*” shall mean this Twentieth Supplemental Resolution adopted by the Board on May [], 2023, authorizing the sale of the Bonds.

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

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EXHIBIT B

FORM OF BONDS

UNITED STATES OF AMERICA
STATE OF TEXAS
BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM
REVENUE FINANCING SYSTEM
REFUNDING AND IMPROVEMENT BOND,
[TAXABLE] SERIES 2023__

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

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

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

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

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

THIS BOND is one of a series of bonds authorized in the aggregate principal amount of \$_____ pursuant to a Twentieth Supplemental Resolution to the Master Resolution adopted [____], 2023, and pursuant to the Master Resolution referred therein (collectively, the "Bond Resolution") ***FOR THE PURPOSE OF (i) ACQUIRING, PURCHASING, CONSTRUCTING, IMPROVING, RENOVATING, ENLARGING OR EQUIPPING PROPERTY, BUILDINGS, STRUCTURES, FACILITIES, ROADS, OR RELATED INFRASTRUCTURE FOR TTUS OR ANY OF ITS COMPONENT INSTITUTIONS, (ii) REFUNDING THE REFUNDED OBLIGATIONS, (iii) REFUNDING THE REFUNDED COMMERCIAL PAPER NOTES AND (iv) PAYING THE COSTS RELATED THERETO.***

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

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

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

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

* Maturity

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

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

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

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

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

THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY AUTHORIZED DENOMINATION may be assigned and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond shall be executed by the registered owner or its duly authorized attorney or representative, to evidence the assignment hereof. A new Bond or Bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Bond, may be delivered by the Paying Agent/Registrar in exchange for this Bond, all in the form and manner as provided in the next paragraph hereof for the exchange of other Bonds. The Issuer shall pay the Paying Agent/Registrar's fees and charges, if any, for making such transfer or exchange as provided below, but the one requesting such transfer or exchange shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration or exchange of this Bond or any portion hereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. The registered owner of this Bond shall be deemed and treated by the Issuer and

the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and, to the extent permitted by law, the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

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

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

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

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

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

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

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

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

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

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

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

Dated _____

Paying Agent/Registrar

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

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO. _____

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

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

FORM OF ASSIGNMENT

ASSIGNMENT

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

/ _____ /

(Assignee's Social Security or Taxpayer Identification Number)

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

and hereby irrevocably constitutes and appoints

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

Dated: _____

Signature Guaranteed:

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

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

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION OF THE BOARD

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

Annual Financial Statements and Operating Data

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

Accounting Principles

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

EXHIBIT D

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

ATTACHMENT

2

**TTUHSC Student Handbook,
Code of Professional Conduct 2023 – 2024
(Consent Item e.)**

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER STUDENT HANDBOOK

CODE OF PROFESSIONAL CONDUCT
2023 – 2024

GRADUATE SCHOOL OF BIOMEDICAL SCIENCES
SCHOOL OF HEALTH PROFESSIONS
SCHOOL OF MEDICINE
SCHOOL OF NURSING
JERRY H. HODGE SCHOOL OF PHARMACY
JULIA JONES MATTHEWS SCHOOL OF POPULATION AND PUBLIC HEALTH

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STATEMENT OF ACCREDITATION

The Texas Tech University Health Sciences Center is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award baccalaureate, masters, doctoral, and professional degrees. [Degree-granting institutions also may offer credentials such as certificates and diplomas at approved degree levels.](#) Questions about the accreditation of Texas Tech University Health Sciences Center may be directed in writing to the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, GA 30033-4097, by calling (404) 679-4500, or by using information available on SACSCOC's website (www.sacscoc.org).

PART I. FOREWORD

A. GENERAL POLICY

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

TTUHSC's strategic plan can be viewed at the following link: <https://www.ttuhscc.edu/administration/strategic-plan.aspx>

A university, like any community, must have regulations and/or standards by which its members abide and procedures by which its components function. The standards should provide order and an atmosphere conducive to intellectual and personal development. This Student Handbook, TTUHSC Operating Policies and Procedures, and the individual School's catalogs/handbooks are intended to serve these purposes in the interest of all components of the TTUHSC.

The TTUHSC has a responsibility to maintain order within the university community and to discipline those who violate its standards, rules, and/or policies. Enrollment requires students to share this responsibility. Students agree to abide by the standards, rules and policies set forth in this Student Handbook, the TTUHSC Operating Policies and Procedures, the individual Schools' catalogs/handbooks, and any other official University publications. Registered student organizations must also follow these standards, rules and policies.

The Texas Tech University Health Sciences Center reserves the right to change, modify, amend, or rescind, in whole or in part, the Student Handbook at any time without prior notice. The most recent Handbook supersedes all previous editions. See updates at www.ttuhscc.edu/student-affairs. The provisions of the Handbook do not constitute a contract, express or implied, between any student or faculty member and Texas Tech University System, TTUHSC, or the TTUHSC School of Medicine, School of Health Professions, Jerry H. Hodge School of Pharmacy, School of Nursing, Julia Jones Matthews School of Population and Public Health, or the Graduate School of Biomedical Sciences.

B. TOBACCO-FREE ENVIRONMENT

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

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

C. AUTHORITY

The authority to enact and enforce regulations of the University is vested in the Texas Tech University System Board of Regents. The responsibility for enforcing regulations and imposing penalties is delegated to the Chancellor and/or the President of the University and any University official(s) the President designates. The Office of the Provost, in coordination with the Office of Student Affairs, is the principal designee for the administration of student conduct.

All references to the Chancellor and/or President of the University, the Provost or their designee shall be interpreted to include persons designated to act on behalf of these officials.

D. POLICY ON NON-DISCRIMINATION

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

E. UNIVERSITY NAME, DOCUMENTS, AND RECORDS

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

F. DEFINITIONS

1. "Accused" is any student accused of violating the TTUHSC Code of Professional Conduct set forth in Part II of this Handbook. This term may also mean an accused registered student organization. If a registered student organization is alleged to have violated the Student Code, only one student from the organization may appear or act on behalf of the student organization (such as appearing before a Student Conduct Board or Student Conduct Administrator) for purposes of the Student Code.
2. "Business Day" is a day in which the University normally carries on business or business operations, but excludes weekends and official University holidays.
3. "Complainant" is a member of the University community who submits a complaint alleging that a student violated the Student Code. When a student believes that he or she has been a victim of another student's misconduct, the student who believes that he or she has been a victim will have the same rights under the Student Code as are provided to the complainant, even if the victim is not acting as a complainant.
4. "Complaint of Misconduct" or "Complaint" is a formal, written charge against a student(s) or student organization(s) alleging violation(s) of the Student Code(s). An anonymous report or a report by a person who is not a member of the University community shall not constitute a complaint of misconduct. However, such report may initiate an investigation and/or filing of a complaint of misconduct by an appropriate University official.
5. "Conduct Board" – see definition for "Student Conduct Board" (item 23).

6. "Disciplinary Good Standing" is defined as relating to a student not currently on disciplinary probation; or, a student, whose disciplinary suspension, dismissal, or conditions and/or restrictions imposed, if any, have been totally fulfilled in a timely manner.
7. "Faculty member" is any person hired by the University to conduct classroom or teaching activities or who is otherwise considered by University to be a member of its faculty.
8. "Flag" is the indicator placed on a student's official record which may prevent registration and/or the issuance of a transcript until the student meets the requirements of the University office placing the indicator, as described herein and in the Schools' catalogs.
9. "May" is used in the permissive sense.
10. "Member of the University Community" is any person who is an enrolled student, faculty, or staff member, University official, any other person employed by the University, volunteer (including high school students), or campus visitors.
11. "Policy" refers to the written regulations, standards, and/or rules of the University as found in, but not limited to: the TTUHSC Student Handbook; School of Nursing Handbook and catalog; School of Medicine catalog; School of Health Professions catalog; Jerry H. Hodge School of Pharmacy catalog; the Graduate School of Biomedical Sciences Catalog; and/or the TTUHSC operating policies.
12. "Department Chair" is the individual charged primarily with mentoring and guiding faculty, overseeing department administrative support, and serving as an interface between faculty and the administration of the School and TTUHSC. Matters of student misconduct and academic deficiency that are addressed from faculty/program directors, etc. are referred to the Department Chair, and if not resolved, referred to the appropriate student conduct administrator for each school.
13. "Registered Student Organization" – see definition for "Student Organization" (item 26).
14. "Religious Holy Day" is a holy day observed by a religion whose places of worship are exempt from property taxation under Texas Tax Code § 11.20. Religious Organizations. The term "Religious Holy Day" generally means a day on which the tenets of said religion prohibit class attendance or the completion of specific assignments on designated dates. See Texas Education Code § 51.911. Religious Holy Days.
15. "Representative" is a University official authorized on a case-by-case basis by the Dean of each School to investigate and resolve alleged violations of the Code of Professional Conduct.
16. "School" refers to the School of Medicine, School of Nursing, Jerry H. Hodge School of Pharmacy, School of Health Professions, or Graduate School of Biomedical Sciences.
17. "Shall" is used in the imperative sense.
18. "Sponsorship and/or Co-Sponsorship" is defined as minimally including, but not limited to, participation in planning, coordination and implementation directed by members of the sponsoring organizations.
19. "State Law" exclusively refers to the State of Texas.
20. "Student" refers to all persons taking courses at the University, either full-time or part-time, pursuing undergraduate, graduate, or professional studies, specifically excluding School of Medicine House Staff. In addition, for purposes of Part II of this Handbook, persons who withdraw or on leave of absence after an alleged violation of the Code, who are not officially enrolled for a particular term, but who have a continuing relationship with the University, or who have been notified of their acceptance may be considered "students."

21. "Student Code" refers to the TTUHSC Code of Professional Conduct, which is set forth in Part II of this Handbook. Section D, Misconduct, applies to all students, while Section E, Other Professional and Ethical Standards, applies to students in certain TTUHSC Schools. A student must have applied for admission or be enrolled in the applicable School before a School's provisions in Section E apply to the student.
22. "Student Conduct Administrator" is the individual officially authorized by the Dean of each TTUHSC School to receive complaints and administer the School specific procedures outlined herein. The Student Conduct Administrator will provide technical assistance and support to the Student Conduct Board and may be present at the Student Conduct Board hearing, but will not be present during the Board's deliberations. In any case in which the Student Conduct Administrator is the complainant, the Dean or designee of the applicable School will appoint an alternate to serve as Student Conduct Administrator for that case. For each School, appointments are made as follows, or as otherwise determined by the Dean:
 - a. Graduate School of Biomedical Sciences – Assistant Dean
 - b. School of Medicine – Student Conduct Administrator
 - c. School of Nursing – [Executive Associate Dean for Admissions, Enrolment Management and Student Affairs, Education Technology and Customer Support](#)~~Associate Dean for Admissions, Student Affairs, and Enrollment Management~~
 - d. School of Health Professions – Associate Dean for Admissions and Student Affairs
 - e. Jerry H. Hodge School of Pharmacy: Academic violations – Associate Dean for Student Affairs and Admissions; professional violations – Associate Dean for Professional Affairs.
 - f. Julia Jones Matthews School of Population and Public Health – Student Conduct Administrator
23. "Student Conduct Board" or "Board" refers to persons authorized by the Dean of each School to determine whether a student has violated the Student Code and to recommend sanctions that may be imposed when a rules violation has been committed. All persons serving on the Student Conduct Board must acknowledge an ability to serve objectively and shall decline to serve if there is a conflict of interest or an appearance of a conflict of interest with either the accused or the complainant. When a person declines to serve because of a conflict of interest or appearance thereof, the Dean shall appoint another person with the same or similar faculty/student status as the person declining to serve.
 - a. For the Graduate School of Biomedical Sciences, the Student Conduct Board shall be appointed by the Student Conduct Administrator as follows:
 - i. One (1) Faculty member from the membership of the Graduate Council, who shall serve as Chair;
 - ii. Two (2) other faculty members from the membership of the Graduate Faculty; and,
 - iii. Two (2) graduate students from the School.
 - b. For the School of Medicine, the Student Conduct Board shall be appointed by the Student Conduct Administrator as follows:
 - i. Two (2) faculty members chosen by the Chair of the School Hearing Committee or designee;
 - ii. One (1) faculty member chosen by the Chair of the Student Affairs Committee or designee; and,
 - iii. Two (2) medical students, who will be chosen by the Chair of the Student Affairs Committee from a list of second, third, and fourth year students.
 - iv. The Board will elect one (1) of the faculty members as its Chair.
 - c. For the School of Nursing, the Student Conduct Board shall be appointed by the [Executive Associate Dean, who serves as the](#) Student Conduct Administrator. [Members are](#) as follows:
 - i. One (1) tenured faculty member, who will serve as Chair;
 - ii. Two (2) faculty members not directly involved with the complainant or the accused; and,
 - iii. Two (2) students not directly involved with the complaint or the accused.
 - d. For the School of Health Professions, the Student Conduct Board shall be appointed by the Dean as follows:

- i. The Associate Dean for Admissions and Student Affairs serves as the Student Conduct Administrator and will appoint a Student Conduct Board comprised of the following:
 - ii. One (1) member of the SHP Office of the Dean who will serve as Chair;
 - iii. Two (2) faculty members not directly involved with the case; and
 - iv. Two (2) students not directly involved with the case.
 - e. For the Jerry H. Hodge School of Pharmacy, the Student Conduct Board shall be the appropriate Honor Council members pursuant to the School of Pharmacy OP 77.27.
 - f. For the Julia Jones Matthews School of Population and Public Health, the Student Conduct Board shall be appointed by the Dean as follows:
 - i. One (1) tenured faculty member, who will serve as Chair;
 - ii. Two (2) faculty members not directly involved with the complainant or the accused; and
 - iii. Two (2) students not directly involved with the complaint or the accused.
24. “Student Conduct Board Hearing” or “Hearing” refers to an administrative process whereby a student contests the facts upon which allegations of violations of the Student Code and/or sanctions resulting from an alleged violation(s) are based. At the hearing, information is presented to the Student Conduct Board in order to determine whether a student’s responsibility related to the alleged violation of the Student Code is valid and appropriate sanctions, if any.
25. “Student Handbook” or “Handbook” refers to the TTUHSC Student Handbook.
26. “Student Organization” refers to a group of students who have joined together for a common mission, purpose, or cause, and have submitted the requirements for Texas Tech University Health Sciences Center student organization registration.
27. “University” means Texas Tech University Health Sciences Center (inclusive of all regional sites and their components) or Texas Tech University System.
28. “University Official” is any person employed by Texas Tech University System, Texas Tech University or Texas Tech University Health Sciences Center performing assigned administrative or professional responsibilities.
29. “University Premises” includes all land, buildings, facilities, and other property in the possession of, or owned, used, or controlled by the University (including adjacent streets and sidewalks).
30. “User” is any member of the University community who uses any University computing and/or networking resources.
31. “Will” is used in the imperative sense.

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

A. GENERAL POLICY

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

B. DISCIPLINARY JURISDICTION

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

C. VIOLATION OF LAW AND TTUHSC DISCIPLINE

A disciplinary proceeding may be instituted against a student regardless of whether conduct allegedly violates either the criminal and/or civil law and/or this Student Code (that is, multiple violations may result from the same factual situation) without regard to the pendency or conclusion of civil litigation or criminal arrests or

charges. Proceedings under this Student Code may be carried out prior to, simultaneously with, or following civil and/or criminal proceedings at the discretion of the Dean of each School. Determinations made or sanctions imposed under the Student Code shall not be subject to change because criminal charges arising out of the same facts giving rise to violation of University rules were dismissed, reduced, or resolved in favor of or against the criminal and/or civil law defendant.

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

D. MISCONDUCT

Any student or student organization found to have committed the following misconduct is subject to disciplinary sanctions, conditions, and/or restrictions. Misconduct or prohibited behavior includes, but is not limited to:

1. Alcoholic Beverages

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

2. Narcotics or Drugs

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

3. **Firearms, Weapons, and Explosives.** Use or possession of firearms, ammunition, explosive weapons, illegal knives, and other deadly weapons are prohibited on university property, except as specifically authorized by federal, state, or local laws. TTUHSC OP 10.30 outlines regulations for the carrying of concealed handguns by licensed holders.

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

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

4. Theft, Damage, or Unauthorized Use

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

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

5. Actions Against Members of the University Community

- a. Physical harm or threat of harm to any person.
- b. Intentional or reckless conduct that endangers the health or safety of any person, including, but not limited to, a member of the University community.
- c. Behavior that disrupts the normal operation of the University, including, but not limited to, a member of the University community; or conduct that otherwise interferes with or creates a hostile or intimidating environment for a member of the University community's academic pursuits or work environment. Such conduct does not necessarily have to be in violation of the law to violate this section.
- d. Sexual Misconduct: Sexual Misconduct is a broad term encompassing all forms of gender-based harassment or discrimination and unwelcome behavior of a sexual nature. The term includes Sexual Harassment, Nonconsensual Sexual Contact, Nonconsensual Sexual Intercourse, Sexual Assault, Sexual Exploitation, Stalking, Public Indecency, Interpersonal Violence, sexual violence, and other misconduct based on sex.
- e. Excessive pressure, threats, or any form of conduct, coercive tactics or mind control techniques used to recruit, initiate, retain or otherwise intimidate a student for membership in an organization.
- f. Actions involving freedom of expression are covered in Parts VII and VIII of this Handbook and governed by O.P. 61.07, Use of TTUHSC Premises and Amplification Equipment.

6. Gambling, Wagering, or Bookmaking

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

7. Hazing

- a. Any intentional, knowing or reckless act directed against a student, occurring on or off campus, by one or more individuals acting alone or collectively, that endangers the mental or physical health or safety of a student for the purpose of pledging or associating, being initiated into, affiliating with, holding office in, seeking, and/or maintaining membership in any organization whose members are, or include, students. Consent or acquiescence by a student or students subjected to hazing is not a defense in a disciplinary proceeding. Hazing includes, but is not limited to:
 - i. Any type of physical brutality, such as whipping, beating, striking, branding, electronic shocking, placing of a harmful substance on the body, or similar activity;
 - ii. Any type of physical activity, such as sleep deprivation, exposure to the elements, confinement in a small space, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student;
 - iii. Any activity involving consumption of a food, liquid, alcoholic beverage, liquor, drug, or other substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student;
 - iv. Any activity that intimidates or threatens the student with ostracism, that subjects the student to extreme mental stress, shame, or humiliation, that adversely affects the

mental health or dignity of the student or discourages the student from entering or remaining registered in an educational institution, or that may reasonably be expected to cause a student to leave the organization or the institution rather than submit to acts described in this subdivision;

- v. Any activity that induces, causes, or requires the student to perform a duty or task that involves a violation of the Penal Code;
- vi. Any activity in which a person engages in, solicits, encourages, directs, aids or attempts to aid another, directly or indirectly, in hazing; intentionally, knowingly or recklessly permits hazing to occur; having firsthand knowledge of the planning of a specific hazing incident which has occurred; and fails to report the incident in writing to the specific School's student affairs office;
- vii. Any activity in which hazing is either condoned or encouraged, or actions of any officer or combination of members, pledges, associates, or alumni of the organization commit or assist in the commission of hazing; or,
- viii. Any act that is unlawful as designated by local, state, or federal government. See Texas Education Code, Sections 37.151-37.157 and Section 51.936.

8. False Alarms or Terrorist Threats

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

9. Financial Irresponsibility

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

10. Unauthorized Entry, Possession, or Use

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

11. Traffic and Parking

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

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

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

13. Failure to Present Student Identification

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

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

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

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

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

16. Skateboard, Roller Blades, or Similar Devices

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

17. Academic Misconduct

- a. A student who witnesses academic misconduct or who is approached with an offer to gain unfair advantage or commit academic misconduct is obligated to report that violation to the appropriate authority (See Part II.D of this Handbook). Failure to do so may result in disciplinary action. Faculty and staff are likewise responsible for reporting academic misconduct in accordance with Part II.D.

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

product of another), in whole or in part, and the submission of that work as one's own work for an academic credit or requirement. When a student presents the works of another (published or unpublished) in their academic work, the student shall fully acknowledge the sources according to methods prescribed by their instructor.

- e. "Falsifying academic records" includes, but is not limited to, altering or assisting in the altering, of any official record of the University and/or submitting false information or omitting requested information that is required for, or related to, any academic record of the University. Academic records include, but are not limited to, applications for admission, the awarding of a degree, grade reports, test papers, registration materials, grade change forms, and reporting forms used by the Office of the Registrar.
- f. "Misrepresenting facts" to the University or an agent of the University includes, but is not limited to, providing false grades or resumes, providing false or misleading information in an effort to receive a postponement or an extension on a test, quiz, or other assignment for the purpose of obtaining an academic or financial benefit for oneself or another individual, or providing false or misleading information in an effort to injure another student academically or financially.
- g. For additional information relating to the School of Medicine Academic Misconduct procedures, please refer to the School handbook.

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

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

19. Violation of any Provisions of Federal, State and/or Local Laws

20. Abuse of the Discipline System

- a. Failure by an accused to comply with or respond to a notification to appear before the Dean of their School, Dean's representative, and/or an official of the University, including, but not limited to, the Student Conduct Administrator, during any stage of a disciplinary proceeding. Failure to comply with or respond to a notice issued as part of a disciplinary procedure and/or failure to appear will not prevent the Dean, Dean's representative, and/or an official of the University from proceeding with disciplinary action;
- b. Falsification, distortion, or misrepresentation of information in disciplinary proceedings.
- c. Disruption or interference with the orderly conduct of a disciplinary proceeding.
- d. Filing an allegation known to be without merit or cause.
- e. Discouraging, or attempting to discourage, an individual's proper participation in, or use of, the discipline system.
- f. Influencing, or attempting to influence, the impartiality of a member of a disciplinary body prior to and/or during the disciplinary proceeding.
- g. Harm, threat of harm, or intimidation either verbally, physically, or written of a member of a disciplinary body prior to, during, and/or after disciplinary proceeding.
- h. Failure to comply with the sanctions, conditions, or restrictions imposed under this Student Code.
- i. Influencing or attempting to influence another person to commit an abuse of the discipline system.

- j. Retaliation against any person or group who files a complaint of misconduct in accordance with the Student Code or grievance under the applicable School grievance policy.

E. OTHER PROFESSIONAL AND ETHICAL SCHOOL STANDARDS

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

GRADUATE SCHOOL OF BIOMEDICAL SCIENCES

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

SCHOOL OF MEDICINE

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

SCHOOL OF NURSING

All students entering into the TTUHSC SON are required to subscribe to the standards and codes of the profession. [Additionally, upon matriculation into the TTUHSC SON, all students are required to adhere to TTUHSC Student Code.](#)

JERRY H. HODGE SCHOOL OF PHARMACY

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

SCHOOL OF HEALTH PROFESSIONS

All students entering the School of Health Professions are required to subscribe to the Student Handbook Code of Professional Conduct, as well as the policies and standards described in the School of Health Professions Handbook. As a student of the School of Health Professions at the Texas Tech University Health Sciences Center, I will use my knowledge and skills responsibly to improve the quality-of-life for those we serve. I will seek in all academic, professional and personal endeavors to demonstrate ethical behavior, honesty, integrity and respect for others.

JULIA JONES MATTHEWS SCHOOL OF POPULATION AND PUBLIC HEALTH

All students entering the JJMSPPH are required to subscribe to the Student Handbook Code of Professional Conduct as well as the policies and standards described in the JJMSPPH Catalog. Students will make every effort to embrace the Values-Based Culture with conduct that is ethical, honest, respectful and professional to all.

F. DISCIPLINARY PROCEDURES

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

1. Nature of Proceedings. These proceedings are part of an educational process whereby the University applies its values to establishing the best possible learning environment for its students. These proceedings are not intended to follow, or be restricted by, courtroom or judicial procedures, including the rules of evidence. In addition, these proceedings are not intended for grading and promotions issues, which should be addressed under individual School policies.
2. Procedural Deviations. If the Student Conduct Board has not yet been appointed, or in the absence of the Chair of the Student Conduct Board, the parties and the Student Conduct Administrator may agree in advance and in writing to deviations from procedure. If a Student Conduct Board has been appointed, the parties and the Chair of the Student Conduct Board may mutually agree to procedural deviations, such as deadlines for submission of evidence and hearing dates and times.

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

3. Filing A Complaint
 - a. Any faculty, staff, or student of TTUHSC may file a Complaint against a student or a student organization for violation of the Student Code. A preliminary investigation/discussion with a supervisor (program director, chair, etc.) must be done prior to filing a Complaint. If a basis for the Complaint exists, a student grievance should be completed and submitted at <https://www.ttuhs.edu/student-affairs/grievances.aspx> by the Complainant. A Complaint shall be submitted no later than twenty (20) business days from the date of the event or when the Complainant becomes aware of the event. Complaints filed more than twenty business days after the event shall include a justification for the delay and will be accepted on a case-by-case basis as determined by the Student Conduct Administrator.
 - b. When a Complaint is filed, the Student Conduct Administrator will provide the Accused with the Complaint of Misconduct filed by the Complainant and will notify the Accused in writing that he or she shall appear before the Student Conduct Administrator to discuss the Complaint within five (5) business days from the date of the letter.
 - c. The Student Conduct Administrator may conduct an informal meeting to determine if the complaint may be disposed of prior to a formal hearing. Any informal disposition must be in writing and agreed to by all of the parties. Such disposition shall be final and there shall be no subsequent proceedings. The Student Conduct Administrator will send a written notification of the resolution to all parties involved.
 - d. If the Complaint is not disposed of administratively under Part II.F.3.c above, the Student Conduct Administrator will meet with the Accused to determine if the Accused admits or denies violating institutional rules.
 - i. If the Accused admits violating institutional rules, but does not agree to sanctions, a Student Conduct Board Hearing shall be conducted in accordance with Part II.F.4, but shall be limited to recommending the appropriate sanctions Part II.G.
 - ii. If the Accused denies violating University rules, the allegations shall be referred by the Student Conduct Administrator for a Hearing before the Student Conduct Board under Part II.F.4 below.

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

4. Student Conduct Board Hearings

- a. **Closed Hearing.** A Student Conduct Board Hearing will be conducted in closed session. Any request for an exception must be submitted in writing to the Chair of the Student Conduct Board, who shall render a final written decision.
- b. **Hearing Notice.** At least fifteen (15) business days prior to the Student Conduct Board Hearing, the Chair of the Student Conduct Board will provide written notice to the parties of the following:
 - i. Date, time and place for the hearing,
 - ii. Name of the members of the Student Conduct Board, and
 - iii. Summary statement of the charges, or a copy of the complaint.
- c. **Challenge.** Both the Accused and Complainant may challenge in writing the impartiality of any member of the Student Conduct Board up to three (3) business days after receiving the Hearing Notice by submitting their reasons for the challenge to the Student Conduct Administrator. The challenging party shall with specificity, and clarity detail each reason for such challenge. The burden of proving the impartiality or inability of a Conduct Board member to serve lies solely upon the challenging party. If the challenging party establishes that the challenged members cannot serve with fairness and objectivity such member shall be removed and a substitute will be appointed by the Student Conduct Administrator. If such member is removed, the Student Conduct Administrator may choose to reschedule the hearing.
- d. **Evidence Submission.** At least ten (10) business days prior to the date scheduled for the Student Conduct Board Hearing, the Complainant and the Accused must submit to the Chair of the Student Conduct Board the following information, if applicable. Requests for extensions to file information with the Student Conduct Board shall be submitted to the Chair.
 - i. All pertinent records and exhibits;
 - ii. Written statements must be notarized (including Impact or Position Statements);
 - iii. A list of all witnesses, if any, who will be speaking on behalf of the Accused or Complainant;
 - iv. The name of the advisor, if any, who may be present in an advisory capacity at the hearing.
See Part II.F.4.i below.
- e. **Evidence Exchange.** At least five (5) business days prior to the hearing, the Chair will provide each party with the information, if any, submitted by the other party.
- f. **Separate or Joint Hearings.** A Student Conduct Board Hearing involving two or more Accused, may be conducted separately or jointly as determined by the Student Conduct Administrator. An accused may request in writing to the Student Conduct Administrator a separate hearing up to three (3) business days after receiving the notice of hearing. The Student Conduct Board Administrator shall notify the accused whether a separate hearing will be granted within three (3) business days.
- g. **Recordings.** The University shall record – either digitally, through audiotape, or otherwise as deemed appropriate – all Student Conduct Board Hearings until such time that the Student Conduct Board begins discussion and deliberation and prepares its findings and recommendations. Deliberations shall not be recorded. The record is University property. Pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, the student will be allowed to review, but not to copy,

- the hearing record. 34 C.F.R. § 99.10 (2003). Neither the Complainant, the Accused nor any witnesses are permitted to make any independent record of the proceedings.
- h. **Hearing Attendance.** The Complainant, Accused, and their respective advisor, if any, shall be allowed to attend the portion of the Student Conduct Board Hearing at which information is received, excluding deliberations.
 - i. **Advisors.** The advisor must be a faculty, staff, or student of TTUHSC. However, if an Accused is also the subject of a pending criminal investigation, indictment or charge arising out of the same circumstances, he or she may be allowed to have an attorney serve as their advisor, at their own expense, to participate only in the same manner as any other advisor. If an advisor for the Accused is an attorney, an attorney from the Office of General Counsel may attend the Student Conduct Board Hearing on behalf of the University. An attorney from the Office of General Counsel shall be provided for the Student Conduct Board as the Student Conduct Board Chair deems necessary.
 - i. The Complainant and the Accused are responsible for presenting their own information, and therefore, advisors are not permitted to speak or to participate directly or indirectly in any Student Conduct Board Hearing before a Student Conduct Board. A student should select as an advisor a person whose schedule allows attendance at the scheduled date and time for the Student Conduct Board Hearing, as delays will not be allowed due to the scheduling conflicts of an advisor.
 - j. **Witnesses.** Questioning of witnesses will first be conducted by members of the Student Conduct Board, followed by the parties. Questioning by the Complainant and the Accused may be limited by the Chair of the Student Conduct Board for such issues as preserving the civility of the hearing, avoiding redundant and irrelevant questioning, and providing for the efficient administration of the Hearing. Witnesses are permitted to attend the Student Conduct Board Hearing only while they are providing testimony, they are being questioned by the Complainant, the Accused, or the Conduct Board unless the Student Conduct Board Chair, determines otherwise.
 - i. **Party Witnesses.** The Complainant and the Accused may arrange for witnesses to present pertinent information to the Student Conduct Board. The Complainant and the Accused are solely responsible for arranging for the voluntary attendance of their own witnesses. The hearing will not be rescheduled to accommodate party witnesses.
 - ii. **Board Witnesses.** The Student Conduct Board may call other witnesses not identified by the Accused or the Complainant. If, prior to the hearing, the Student Conduct Board wishes to call witnesses, the Board shall notify the Chair of the Student Conduct. The Chair will then arrange for the voluntary attendance of the witnesses identified by the Student Conduct Board. The Chair shall notify the Accused and the Complainant of the additional witnesses. If any witness called by the Student Conduct Board intends to present written information to the Board, the Chair is responsible for forwarding such information to the Complainant, the Accused, and the Student Conduct Board prior to the Hearing. Throughout this process, Board members shall have no communication with any witnesses, except in the Hearing with the Accused and Complainant present.
 - k. **Procedural Questions.** All procedural questions are subject to the final decision of the Chair of the Student Conduct Board. If a Student Conduct Board has not been appointed, the Student Conduct Administrator will issue a final decision in response to procedural questions.
 - l. **Deliberations.** Once the Student Conduct Board receives all information, the Student Conduct Board shall adjourn the Hearing to discuss, deliberate and prepare findings and recommendations. The Student Conduct Board will determine by a simple majority (more than half of the votes cast) of members present at a duly called meeting and then vote whether the Accused has violated any

section of the Student Code which the student is charged with violating. If the Student Conduct Board finds violations of the Student Code, the Student Conduct Board may also recommend all or any of the sanctions identified in Part II.G below.

- m. **Failure to Appear.** The Accused is expected to attend and participate in the Student Conduct Board Hearing. If the Accused or the Complainant elects not to attend a hearing after appropriate written notice Section II.F.4.b above, the charges will be reviewed as scheduled on the basis of the information available, and a recommendation will be made by the Board. No inference may be drawn against the Accused for failing to attend a hearing or remaining silent. The hearing will proceed and the conclusion will be based on the evidence presented. No decision shall be based solely on the failure of the Accused to attend the hearing or answer the charges.
- n. **Findings and Recommendations.** The Chair is responsible to prepare the Student Conduct Board's Findings and Recommendations in writing. If the Findings and Recommendations are not unanimous, opinions may be written by those who differ with the majority's findings and recommendations. The Chair will forward the findings and recommendations, including differing opinions, within ten (10) business days to the Dean, the Student Conduct Administrator, the Accused and the Complainant.
- o. **Dean's Review.** The Dean will review the Findings and Recommendations from the Student Conduct Hearing along with the audio recording and supporting documents, and transmit their decision in writing within ten (10) business days from receipt to the Accused, the Complainant, the Student Conduct Administrator, and the Chair of the Student Conduct Board. Actions of the Dean are not limited to sanctions recommended by members of the Student Conduct Board.
- p. **Appeal.** Within five (5) business days of receipt of the decision of the Dean, if either party believes that their due process procedures have been violated or that new information has become available, an appeal may be made in writing to the Provost of the University. The Provost or their designee will review the case and notify all parties of their decision within five (5) business days. If a written appeal is not submitted within five (5) business days following receipt of the Dean's letter, the right to appeal is waived and the Dean's decision will be finalized.

The Accused or Complainant may only raise, and the Provost or their designee shall only consider, the following on appeal:

- i. Whether a procedural deviation occurred that substantially affected the outcome of the case;
 - ii. Whether there is new information sufficient to alter the findings or other relevant facts not available or mentioned in the original hearing because such information or facts were not known to the person appealing at the time of the original Student Conduct Board Hearing.
- q. **Provost's Review.** The Provost or their designee will review the findings and recommendations and, at their discretion, the record from the Student Conduct Hearing and supporting documents, and transmit their decision in writing to the Accused, the Complainant, the Student Conduct Administrator, the Chair of the Student Conduct Board, and the Dean. The Provost or their designee's decision shall be final.

G. SANCTIONS

1. Any student found to have engaged in misconduct may be assigned sanctions. The sanctions are designed to engage students in critical reflection of their choices, as well as educate and develop students through a process of accountability that promotes integrity, responsibility, and growth. The Dean of the School will consider the nature of the misconduct, the impact of the misconduct on the University community, the

circumstances surrounding the misconduct, and previous sanctions assigned to others for similar misconduct in determining sanctions. Repeated misconduct may result in more serious sanctions, including suspension or expulsion.

2. Sanctions which may be recommended by the Student Conduct Board and imposed by the Dean of the School upon any student found to have violated this Student Code include, but are not limited to, the following:
 - a. **Failing Grade or Cancellation of Credit.** Failing grade for an examination or assignment or for a course, or cancellation of all, or any portion, of a prior course credit.
 - b. **Censure.** A notice in writing to the student that the student is in violation or has violated institutional regulations. At the Dean's discretion, the censure may remain permanently in the student's disciplinary file or be removed at graduation if certain conditions are met.
 - c. **Probation.** A written reprimand for violation of specified regulations. Probation is for a designated period of time and includes the likelihood of more severe disciplinary sanctions if the student is found to violate any institutional regulations during the probationary period.
 - d. **Loss of Privileges.** Denial of specified privileges for a designated period of time.
 - e. **Restitution.** Compensation for loss, damage or injury. This may take the form of appropriate service and/or monetary or material replacement.
 - f. **Discretionary Sanctions.** Assignments may be made at the discretion of the board, such as work assignments, essays, training, service to the University, temporary dismissal from a class or rotation site, an unexcused absence, a letter of unprofessional behavior in the disciplinary file or other related discretionary assignments.
 - g. **Non-Academic Dismissal.** Dismissal of the student from their current program, with or without the option to apply for readmission to the University. The student's transcript will reflect the nature of the dismissal (Non-Academic Dismissal – Eligible to Re-Enroll or Non-Academic Dismissal – Ineligible to Re-Enroll).
 - h. **Suspension.** Separation of the student from University for a defined (or specific) period of time, after which the student is eligible to return. Conditions for readmission must be specified.
 - i. **Expulsion.** Permanent removal from the University. An expelled student will be permanently barred from enrollment and permanently prohibited from entering any University premises. Expulsion may prohibit the student from being admitted to, enrolling at, or entering the campus of another component institution of Texas Tech University System without prior written approval of the institution at which the student wishes to attend or be present. An expelled student's good standing is permanently removed. Expulsion is permanently noted on the student's transcript (Expulsion: Ineligible to Re-Enroll). An expelled student may request reconsideration based on new information that was not available at the time of conference.
 - j. **Revocation of Admission or Degree.** Any admission or degree granted by the University may be revoked for fraud, misrepresentation or other violations of University standards in obtaining the degree, or for other serious violations committed by a student prior to graduation. Revocation of degree is notated on the student's transcript.
 - k. **Withholding Degree.** The University may withhold awarding a degree otherwise earned until the completion of the process set forth in the Student Disciplinary Procedures.
 - l. **Criminal Trespass.** In accordance with Texas Education Code, Section 51.242, a student who has been suspended or disarmed after a Student Conduct Board Hearing for disrupting the orderly operation of the campus or facility of the institution as a condition of the suspension or dismissal may be denied access to a University campus or facility, or both, for the period of suspension, and in the case of dismissal, for a period not to exceed one year.
 - m. **Other Sanctions.** Any other sanctions which may be appropriate under the particular circumstances of

the violation.

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

3. Student disciplinary records shall be kept separate from the student's education records by their School's Office of the Dean. Exceptions to this rule include dismissal from the University and revocation or withholding of a degree. This section shall not prevent the University from complying with any regulatory agency or licensure board requirements regarding the reporting of disciplinary actions and/or student behavior.

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

4. Education records shall include any records of the disciplinary process involving any accused, registered student organization, and student claiming to be the victim of misconduct.

5. The following sanctions may be imposed upon registered student organizations or members thereof:

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

H. INTERPRETATION AND REVISION

1. Any question of interpretation or application of this Student Code shall be referred to the Dean of the appropriate School or their designee for final determination.
2. The Student Code Review Committee (Review Committee) shall conduct an annual review of the Student Code and make recommendations to the Provost regarding omission, clarifications, constructive changes and other matters relevant to the interpretation and operation of the Student Code. The Review Committee is composed of the Student Affairs representatives from each School. The Provost or their designee may invite recommendations by the President of the Student Government Association. A quorum for the Review Committee is four members.

PART III: WITHDRAWAL OF CONSENT

A. RECOMMENDATION TO WITHDRAW CONSENT DURING PERIODS OF DISRUPTION

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

B. CONCURRENCE BY DEAN

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

- b. Statement of the facts giving rise to the Withdrawal of Consent.

C. CONFIRMATION BY PROVOST

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

D. HEARING

1. The student from whom consent to remain on campus has been withdrawn may submit a written request for a hearing to the Provost within the fourteen (14) day period of withdrawal. The written request must state the address to which notice of hearing is to be sent.
2. The student shall be entitled to the following procedures in accordance with the Texas Education Code, Sections 51.234 and 51.243.
 - a. *Hearing Notice.* Upon receipt of the request for hearing, the Provost or their designee shall grant the request and immediately mail a written notice of the time, place, and date of the hearing, along with pertinent records, exhibits and written statements to the student. A hearing will be conducted not later than three (3) days from the date that the Provost receives the request for hearing. The Hearing Committee will be appointed by the Provost or their designee and will be comprised of members from Schools other than that in which the Accused is enrolled.
 - b. *Representation.* The student may be represented by counsel. The University will be represented by the Office of General Counsel.
 - c. *Witnesses.* Both the student and the Department Chair who recommended consent be withdrawn have the right to call, question witnesses, and cross-examine witnesses at the hearing. Members of the Hearing Committee may also question the witnesses. Witnesses are permitted to attend the Hearing only when they are providing information, unless the Hearing Committee allows otherwise. Following the hearing, the student shall be advised of the content of the statements from witnesses, and the names of the persons who made them, at the hearing.
 - d. *Evidence.* All evidence upon which the decision to withdraw consent may be based shall be introduced at the hearing. The decision to withdraw consent shall be based solely on the evidence presented at the hearing. At least one (1) day prior the date scheduled for the Hearing, the parties must submit to the Chair of the Hearing Committee the following information, if applicable.
 - i. All pertinent records, exhibits and written statements (including Impact or Position Statements);
 - ii. A list of witnesses, if any, who will be speaking on behalf of the Accused or Complainant, including a brief summary of the information to be given by each; and,
 - iii. The name of the advisor, if any, who may be present in an advisory capacity at the hearing. See Part II.F.4.i.

- e. *Procedural Questions.* All procedural questions are subject to the final decision of the Chair.
- f. *Recordings.* The University shall record, either digitally or through audiotape, or otherwise as deemed appropriate all Hearings until such time that the Hearing Committee begins discussion and deliberation and prepares Findings and Recommendations. Deliberations shall not be recorded. The record is University property.
- g. *Appeal to Provost.* The student may appeal the decision within three (3) days from the date of the decision by sending a written appeal to the Provost. The Provost or their designee will review and render a decision within seven (7) days. If the student does not appeal the decision by the hearing committee, the decision is finalized.
- h. *Appeal to the President.* If the student is not satisfied with the decision by the Provost or their designee, the student may appeal to the President by sending a written appeal to the President, with a copy to the Provost, within three (3) days from the date of the Provost or their designee's decision. If the student does not appeal the decision, the Provost or their designee's decision is final. If the student appeals to the President, the decision by the President is final.

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

The University is committed to providing and strengthening an educational, working, and living environment where students, faculty, staff, and visitors are free from sex discrimination of any kind. The University prohibits discrimination based on sex, which includes pregnancy, sexual orientation, gender identity, gender expression, and other types of Sexual Misconduct. Sexual Misconduct is a broad term encompassing all forms of gender-based harassment or discrimination and unwelcome behavior of a sexual nature, including

- Sexual Harassment,
- Sexual Assault,
- Sexual Exploitation,
- Stalking,
- Public Indecency,
- Interpersonal Violence, including Dating, Domestic, or Family Violence,
- Sexual Violence,
- and any other misconduct based on sex.

Discriminatory behavior is prohibited regardless of the manner in which it is exhibited, whether verbally, in writing, by actions, or electronically conveyed.

A. INTRODUCTION

This Part IV provides information regarding the University's response and prevention efforts related to sex discrimination and Sexual Misconduct. In conjunction with Texas Tech University [System Regulation 07.10 Non-Discrimination and Anti-Harassment Policy and Complaint Procedure](#), [TTUHSC OP 51.02](#), Texas Tech University [System Regulation 07.06 Sexual Misconduct](#), and [TTUHSC OP 51.03](#), the policies set forth here apply to all members

of the University Community, provide students with their rights and options, and also explain how the University will proceed once it is made aware of allegations of prohibited conduct in keeping with the University’s values and in order to meet the legal obligations of Title IX, the Violence Against Women Act (VAWA), the Campus Sexual Violence Elimination Act (SaVE), the Clery Act, Texas Education Code, 34 CFR Part 106, and other applicable law.

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

B. NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

The University does not tolerate discrimination or harassment based on or related to sex (including pregnancy), race, color, religion, national origin, age, disability, genetic information, protected veteran status, sexual orientation, gender identity, gender expression, or other protected categories, classes, or characteristics. Texas Tech University [System Regulation 07.10 Non-Discrimination and Anti-Harassment Policy and Complaint Procedure](#), adopted by Texas Tech University Health Sciences Center HSC [OP 51.02](#) applies to all University students and University employees, visitors, applicants for admission to or employment with the University, as well as University affiliates and others conducting business on University campuses.

If a student has a complaint of discrimination or harassment by an employee, whether faculty, staff, or student employee (other than for Sexual Misconduct, which is addressed under Section C below), the provisions relating to the complaint process set forth in Texas Tech University [System Regulation 07.10](#) and [TTUHSC OP 51.02](#) shall apply. Students with such complaints of discrimination or harassment by an employee should contact the System Office of Equal Opportunity (OEO) and/or submit a completed Complaint of Discrimination or Harassment form to OEO, which is available at: <https://www.texas-tech.edu/offices/equal-employment/> or https://cm.maxient.com/reportingform.php?TexasTechUnivHSCSS&layout_id=4. OEO’s complete contact information is as follows:

| CONTACT | PHONE | ADDRESS | EMAIL |
|--|--------------|---|--|
| Dawn Payne Assistant Vice Chancellor and Director, Texas Tech University System Office of Equal Opportunity | 806.742.3627 | TTU System Administration Building 1508 Knoxville Avenue Suite 309 TTUS Office of Equal Opportunity Box 41073 Lubbock, TX 79409 | eeo@ttu.edu |

If a student has a complaint of discrimination or harassment by a student or a student organization, such complaints are guided by the same process as Non-Title IX Sexual Misconduct under Section D below. Students with complaints of discrimination or harassment by a student or student organization should contact the University’s Title IX Coordinator and/or utilize the online Incident Report Form available at https://cm.maxient.com/reportingform.php?TexasTechUnivHSCSS&layout_id=10. TTUHSC’s Title IX Coordinator’s complete contact information is as follows:

| CONTACT | PHONE | ADDRESS | EMAIL |
|--|--------------|---|--|
| Leslie Collins TTUHSC Title IX Coordinator | 806.743.9861 | TTUHSC 3601 4 th Street, Stop 6262 University Center 330A Lubbock, TX 79430 | leslie.collins@ttuhsc.edu |

In instances of complaints of sex or gender discrimination, the complainants may contact the University's Title IX Coordinator, whose complete contact information is as follows:

| CONTACT | PHONE | ADDRESS | EMAIL |
|--|--------------|---|--|
| Leslie Collins TTUHSC Title IX Coordinator | 806.743.9861 | TTUHSC 3601 4 th Street, Stop 6262 University Center 330A Lubbock, TX 79430 | leslie.collins@ttuhsc.edu |

While Sexual Harassment, Sexual Assault, and other forms of Sexual Misconduct may constitute prohibited acts of discrimination under this Section B, such behavior is prohibited under TTU System Regulation 07.06 and TTUHSC OP 51.03, as discussed in Section C below.

C. SEXUAL MISCONDUCT

Sexual Misconduct in the TTUHSC community is prohibited pursuant to Texas Tech University [System Regulation 07.06 Sexual Misconduct](#) (adopted by TTUHSC as [OP 51.03](#)).

1. Separate Policies for Title IX Sexual Misconduct and Non-Title IX Sexual Misconduct

While all Sexual Misconduct is prohibited, in accordance with applicable federal and state law, the University has adopted two distinct policies and grievance procedures for Title IX Sexual Misconduct and Non-Title IX Sexual Misconduct. These policies are available at the following links:

- [Texas Tech University System Regulation 07.06.A Title IX Sexual Misconduct](#); and
- [Texas Tech University System Regulation 07.06.B Non-Title IX Sexual Misconduct](#).

The University Title IX Coordinator will assist those making reports or complaints of Sexual Misconduct with understanding which policy may apply based on the nature, context, and location of the alleged conduct. The flowchart available [here](#) visually depicts the applicability of these two policies and their respective grievance processes. In the event of any conflict between this Student Handbook and System Regulations 07.06.A, 07.06.B, and 07.10, the system regulations will control.

The University Title IX Coordinator oversees the University's compliance with the Sexual Misconduct policies, including both Title IX and Non-Title IX Sexual Misconduct. The University has also designated a Title IX Deputy Coordinator for employees. Contact information for the Coordinator and Deputy Coordinator is as follows:

| CONTACT | PHONE | ADDRESS | EMAIL & WEBSITE |
|---|--------------|--|---|
| Leslie Collins TTUHSC Title IX Coordinator | 806.743.9861 | TTUHSC 3601 4 th Street, Stop 6262 University Center 330A Lubbock, TX 79430 | Leslie.collins@ttuhsc.edu https://www.ttuhsc.edu/title-ix/default.aspx |
| Dawn Payne TTUHSC Title IX Deputy Coordinator for Employees | 806.742.3627 | System Administration Building 1508 Knoxville Ave., Suite 309 Box 41073 Lubbock, TX 79409 | eeo@ttu.edu http://www.texastech.edu/offices/equal-employment/ |

2. Title IX Sexual Misconduct

Title IX Sexual Misconduct is governed by Texas Tech University System Regulation 07.06.A. Generally, only sexual assault; stalking; dating violence; domestic violence; *quid pro quo* conduct; and conduct that is severe, pervasive, and objectionably offensive will constitute Title IX Sexual Misconduct, and be governed by such policy. The procedure for reporting and filing a formal complaint of Title IX Sexual Misconduct, and the grievance process for addressing such complaints, is set forth in [System Regulation 07.06.A](#). The provisions of the remainder of this Section C may not apply to reports and complaints of Title IX Sexual Misconduct. The University's Title IX Coordinator will assist students in navigating these policies.

All other forms of Sexual Misconduct are addressed pursuant to the Non-Title IX Sexual Misconduct policy, set forth in this Student Handbook and governed by [System Regulation 07.06.B](#).

3. Non-Title IX Sexual Misconduct

Any Sexual Misconduct that fails to meet the threshold of Title IX Sexual Misconduct will proceed under the Non-Title IX Sexual Misconduct policy set forth in this Student Handbook.

All investigations and procedures under this policy will be conducted in a reasonably prompt timeframe and in an equitable and impartial manner. Investigations conducted hereunder are not criminal investigations. For all complaints, the burden of proof shall be a preponderance of the evidence, which means more likely than not.

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

Students with complaints of Sexual Misconduct by a student, student organization, or employee should contact the Title IX Coordinator or Office of Equal Opportunity, or utilize the online reporting tool available on the University's website at www.ttuhs.edu/title-ix/default.aspx.

Individuals wishing to remain anonymous can report Sexual Misconduct in any manner, including by telephone or written communication, with the University Title IX Coordinator or Office of Equal Opportunity. However, electing to remain anonymous may greatly limit the University's ability to investigate an alleged incident, collect evidence, and/or take effective action against individuals or organizations accused of violating the TTUHSC Sexual Misconduct policies.

4. Employees are Mandatory Reporters

Pursuant to Texas law, all employees, including student employees, who in the course and scope of employment, witness or receive information regarding the occurrence of an incident that the employee reasonably believes constitutes Sexual Misconduct and is alleged to have been committed by or against a person who was a student enrolled at or an employee of the University at the time of the incident shall promptly report the incident to the University's Title IX Coordinator or Deputy Title IX Coordinators. An employee is required to report an incident regardless of where or when the incident occurred. Failure to report Sexual Harassment, Sexual Assault, Dating Violence, or Stalking is a violation of Texas state law that shall result in termination of employment and may result in criminal penalties.

Reports by mandatory reporters must include all information concerning the incident known to the Reporting Party, including the involved parties' names, regardless of whether the Complainant has expressed a desire for confidentiality; however, the Reporting Party may also state whether the Complainant has expressed a desire for confidentiality.

Disclosures to a healthcare provider, mental health care provider, or other medical provider acting in the course and scope of their employment with the University are not subject to the foregoing mandatory reporting requirements and are considered Confidential Resources. These employees are encouraged to provide students or employees with information and guidance regarding University reporting options and available resources but absent consent from the Complainant, disclosures to a healthcare provider, mental health care provider, or other medical provider acting in the course and scope of their employment with the University shall only state the type of incident reported and may not include any information that would violate an expectation of privacy.

5. Making a Report

Any individual may inquire or make a report or complaint of Sexual Misconduct of any kind. Any person may submit a report in person, by mail, by phone, by email, or by online form, using the contact information set forth in Section 1 above, or by any other means that results in the University's Title IX Coordinator or System Office of Equal Opportunity receiving the verbal or written report. Such a report may be made at any time (including during non-business hours) by using the phone number or email address, or by mail to the office address. Persons, other than Employees, wishing to remain anonymous may do so by submitting a report in an anonymous manner; however, electing to remain anonymous may limit the ability to investigate an alleged incident, collect evidence, or take effective action against individuals accused of violating the University's Sexual Misconduct policies.

While not required, students are strongly encouraged to report any incident of Sexual Misconduct to the University, including incidents in which the student was a victim. Students may also report incidents of Sexual Misconduct to law enforcement, including on-campus and local police. Complainant may choose to notify law enforcement and will be provided the assistance of the Title IX Coordinator if the individual wishes. Parties may also choose not to notify law enforcement of incidents of Sexual Misconduct. A student who experiences sexual or dating violence is encouraged to seek medical care for treatment and preservation of evidence, if applicable, as soon as possible after the incident. Preserving DNA evidence can be key to a sexual violence case. Students can undergo a sexual assault forensic exam (SAFE) performed by a sexual assault nurse examiner (SANE) to preserve physical evidence with or without police involvement. If possible, this should be done immediately. If an immediate medical exam is not possible, a SANE may still collect evidence several days following a sexual assault. With the examinee's consent, the physical evidence collected during this medical exam can be used in a criminal investigation.

Anyone who experiences any form of Sexual Misconduct should also preserve other evidence relevant to the incident reported, such as items of clothing, photographs, phone records, text messages, social media activity, computer records, and other documents.

6. Confidentiality

TTUHSC is committed to ensuring confidentiality during all stages of a grievance process. The confidentiality of the Complainant, the Respondent, the Reporting Party, any individuals who have sought guidance about this policy or have participated in an investigation or incident will be honored by the University to the extent possible without compromising the University's commitment and obligation to investigate allegations of misconduct, to protect the University Community, and to the extent allowed by law. Unless waived in writing by the individual, the identity of aforementioned individuals:

- a. Is confidential and not subject to disclosure under Chapter 552, Texas Government Code; and
- b. May be disclosed only to:
 - 1. University Employees or individuals under contract with the University to which the report is made who are necessary for an investigation of the report or other related hearings;
 - 2. a law enforcement officer as necessary to conduct a criminal investigation of the report;
 - 3. a health care provider in an emergency, as determined necessary by the University;
 - 4. the Respondent, to the extent required by other law or regulation; and
 - 5. potential witnesses to the incident as necessary to conduct an investigation of the report and to the extent required by other law or regulation.

In some exceptional circumstances, where the incident in question presents a continuing threat to the University Community, the University may be required to investigate irrespective of the Complainant’s desire to pursue allegations of Sexual Misconduct, and may be required to issue a “timely warning” to the campus community as required by the Clery Act. Timely warnings do not include personally identifiable information of involved parties.

However, because the University also has an obligation to maintain an environment free of sex discrimination and Sexual Misconduct, all University employees have mandatory reporting and response obligations and may not be able to honor a Complainant’s request for confidentiality. The Title IX Coordinator or designee will evaluate requests for confidentiality. The willful and unnecessary disclosure of confidential information by anyone, including the Complainant or Respondent, may affect the integrity of the investigation.

Students may make confidential reports to the TTUHSC Counseling Center. Complainants may also make confidential reports to licensed clinical and mental health professionals acting in their professional role of providing those services, including medical providers employed by the University. Information may be shared by the clinical or medical provider only with the Complainant’s or Respondent’s consent.

Absent consent from the Complainant, disclosures to a healthcare provider, mental health care provider, or other medical provider acting in the course and scope of their employment with the University shall only state the type of incident reported and may not include any information that would violate an expectation of privacy. These Employees are encouraged to provide Complainants with information and guidance regarding University reporting options and available resources.

The following Confidential Resources are available to TTUHSC students:

| RESOURCES | PHONE |
|--------------------------------|--------------|
| TTUHSC Counseling Center | 806.743.1327 |
| TTUHSC 24-Hour Crisis Helpline | 800-327-0328 |
| RAINN Helpline | 800-656-HOPE |

Note: The above resources can assist in accessing local advocacy groups and services.

7. Interim and Supportive Measures

The University may take immediate action to eliminate hostile environments and address any effects on the Complainant and community prior to the initiation of any Investigation. Such supportive measures may be implemented by the University regardless of whether a party files a Formal Complaint of Sexual Misconduct. If a Formal Complaint is filed by a Complainant, the Complainant or Respondent may request and the University may implement interim measures as may be necessary to assure the safety and well-being of the participants in the Grievance Process, to maintain an environment free from harassment, discrimination, or retaliation and to protect the safety and well-being of the University Community. These measures will be taken to minimize the burden on the Complainant while respecting due process rights of the Respondent.

Additionally, the University may pursue Emergency Removal, altering the University status of the Respondent. Supportive Measures may be implemented and will be evaluated on a case-by-case basis. Supportive Measures may be kept in place through the conclusion of any review, investigation, resolution, or appeal process. Supportive Measures can be implemented regardless of whether or not the Complainant pursues a Formal Complaint or criminal action.

The Title IX Coordinator is available to help students understand the Grievance Process and identify resources. Remedies may be implemented after a determination regarding responsibility in the Grievance Process to restore and preserve equal educational opportunities to the Complainant.

- a. **Supportive Measures.** Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a Complainant or Respondent. The range of Supportive Measures available includes, but is not limited to: separation or modification of Complainant and Respondent's academic or working situations; mutual restrictions on contact; one-way restrictions on contact, where justified by the specific facts and circumstances; permissive withdrawal from or retake of a class without penalty; counseling; extensions of deadlines or other course-related adjustments; campus escort services; leaves of absence; increased security and monitoring of certain areas of campus; or any other similar measures tailored to the individualized needs of the parties. Consistent with Texas law, a Complainant or Respondent who is the subject of an alleged incident of Title IX Sexual Misconduct will be allowed to drop a course in which they are both enrolled without any academic penalty. Supportive Measures may be kept in place through or beyond the conclusion of any review, investigation, or appeal process and may be implemented regardless of whether Complainant files a complaint of Sexual Misconduct.
- b. **No Contact Order.** When initial inquiry indicates persistent and potentially escalating conflict between members of the University Community, a No Contact Order may be issued as a remedial, non-punitive deterrent to further conflict or situational complication. A No Contact Order will be issued by the Title IX Coordinator via the student's official TTUHSC email. The notice serves as an official directive that the students have no contact with the other listed parties. Contact cannot occur in person, by telephone, email, text message or other electronic means of communication, or through a third party (other than an attorney). Should contact need to occur, the student should coordinate with the Title IX Coordinator. This notice may also come with other information related to changes in class schedule or other restrictions to facilitate the No Contact Order. Failure to comply with the No Contact Order may result in disciplinary action, including possible suspension or expulsion. Violations of No Contact Orders may also result in Emergency Removal pending the completion of a Grievance Process. No Contact Orders will remain in effect until dismissed in writing by the Title IX Coordinator or designee, or at the time one or both parties is no

longer enrolled as a student at TTUHSC, whichever comes first.

- c. **Emergency Removal.** The University may conduct an individualized safety and risk analysis to determine if an individual poses an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Misconduct that justifies removal. Where the University finds that a Respondent poses an immediate threat to the physical health or safety of any student or individual, the University may remove the Respondent prior to the conclusion of the Grievance Process to protect the safety of the University Community where an immediate threat exists. The University shall provide the Respondent with notice and an immediate opportunity to challenge the decision in writing to the Title IX Coordinator immediately following the removal.

Through an Emergency Removal, a student may be denied access to the University's campus, facilities, and events. This restriction may include classes and all other University activities or privileges for which the student might otherwise be eligible. Alternative coursework options may be pursued to ensure as minimal an impact as possible on the Respondent at the discretion of the Title IX Coordinator or designee and with the approval of the appropriate Dean(s).

Emergency Removal is not a sanction. It is taken in an effort to protect the safety and well-being of the Complainant, Respondent, and members of the University Community. Emergency Removal is preliminary in nature; it is in effect only until the Grievance Process has been completed. However, violations of Emergency Removal may result in additional allegations of this Student Handbook. A student who receives an Emergency Removal may request a meeting with an Appeals Officer or designee to challenge an Emergency Removal. Regardless of the outcome of this meeting, the University may still proceed with an investigation and adjudication.

- d. **Non-Student Supportive Measures.** TTUHSC, in conjunction with the Texas Tech Police Department, may issue a Criminal Trespass to any individual or guest of the University whose presence could significantly disrupt the normal operations of the University, or who is alleged to have violated University policies, or is deemed to pose a threat to the physical or emotional well-being of a student or other members of the University Community.

8. Student Rights and Responsibilities

Prior to the formal investigative process, a student will be provided a Student Rights and Responsibilities document. This document will be reviewed and signed by the student prior to an interview. The Student Rights and Responsibilities document informs the student of their rights to be exercised before and during the Grievance Process.

Subject to applicable law, information gathered by the University during the course of the investigation and Grievance Process may only be shared with faculty, staff, students, and advisors who are directly involved in the incident or necessary to the Grievance Process unless otherwise disclosed in compliance with a judicial order or lawfully issued subpoena.

Involved parties have the right to, and are encouraged to, be accompanied by an advisor of the individual's choosing during all meetings, proceedings, and disciplinary hearings at which the individual is present. In Non-Title IX Sexual Misconduct Hearings, the role of the advisor will be limited to advising only and will not be allowed to actively participate in the Hearing.

9. Amnesty

- a. Subject to the exceptions noted below, the University will not take any disciplinary action against a student enrolled at the University who in good faith reports to the University being the victim of, or a witness to, an incident of Sexual Harassment, Sexual Assault, Interpersonal Violence, or Stalking for a violation by the student of this Student Handbook, occurring at or near the time of the incident, regardless of the location at which the incident occurred or the outcome of the University's disciplinary process regarding the incident, if any.
- b. The University reserves the right to investigate to determine whether a report of an incident of Sexual Harassment, Sexual Assault, Interpersonal Violence, or Stalking was made in good faith. After such investigation, the Title IX Coordinator or their designee will make a determination as to whether a student is entitled to amnesty. Once a determination is made regarding amnesty for a student, such determination is final and may not be revoked.
- c. Notwithstanding the foregoing, amnesty does not apply to a student who reports the student's own commission or assistance in the commission of Sexual Harassment, Sexual Assault, Interpersonal Violence, or Stalking.
- d. Although students eligible for amnesty may avoid disciplinary action under these amnesty provisions, amnesty does not preclude the University from encouraging students to participate in directives such as counseling or educational opportunities relating to the conduct students were engaged in.
- e. Abuse of these amnesty provisions by a student may result in a violation of this Student Handbook. The amnesty provisions do not impact criminal proceedings or charges, mandatory reporting to state licensing boards, legal actions, or actions required to comply with professional ethic requirements.

10. Interference with an Investigation

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

- Attempting to coerce, compel, influence, or prevent an individual from providing testimony or relevant information;
- Divulging confidential information;
- Removing, destroying, or altering documentation relevant to the investigation;
- Providing false or misleading information to the investigator, or encouraging others to do so; or
- Making a report under this policy that, after investigation is found not to have been made in good faith.

11. Retaliation and False Information

Retaliation against an individual who reports a potential violation in good faith under this policy, assists someone with a report of a violation, or participates or refuses to participate in any manner in an investigation or in the resolution of a complaint made under this policy is strictly prohibited. Retaliation includes, but is not limited to threats, intimidation, coercion, discrimination, reprisals, or adverse actions related to an individual's

employment or education. The University will take appropriate steps to ensure that an individual who, in good faith, reports, complains about, or participates or refuses to participate in an investigation pursuant to this policy will not be subjected to retaliation. Individuals who believe they are experiencing retaliation are strongly encouraged to report the incident to the Title IX Coordinator using the same procedure outlined in this section.

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

An individual found to have knowingly and in bad faith provided false or malicious information may be subject to disciplinary action up to and including dismissal or separation from the University. A determination that a Respondent is not responsible for allegations of Sexual Misconduct does not imply information provided was false. Similarly, a determination that a Respondent is responsible for a policy violation does not imply that a Respondent's statements disclaiming responsibility were false.

D. GRIEVANCE PROCESS FOR NON-TITLE IX SEXUAL MISCONDUCT

This Section D sets forth the Grievance Process for Non-Title IX Sexual Misconduct. The process for Title IX Sexual Misconduct is set forth in [System Regulation 07.06.A](#). The University Title IX Coordinator will assist parties in determining which process applies to the particular alleged conduct.

1. Intake and Initial Inquiry

Upon receipt of a report of Sexual Misconduct, the Title IX Coordinator, or their designee, will review the allegations. As reported allegations of Sexual Misconduct have varying degrees of complexity and severity, the investigation and resolution procedures described below may vary. The Title IX Coordinator or their designee will inquire, gather, and review information and will evaluate the accuracy, credibility, and sufficiency of the information received. If a formal complaint is not filed, the Title IX Coordinator may nonetheless conduct an investigation if the University learns of alleged Sexual Misconduct through other means depending on:

- the source and nature of the information provided,
- the seriousness of the alleged incident,
- the specificity of the information,
- the objectivity and credibility of the source of the report,
- whether any individuals can be identified who were subjected to the alleged Sexual Misconduct, and
- whether those individuals want to pursue the matter.

The Title IX Coordinator may conduct an initial meeting with the Reporting Party and/or Complainant to gather additional information regarding the allegation; inform him/her of on and off-campus resources, procedural options, and the University's policy regarding retaliation; and to determine safety, security, or other interim measures. Additional meetings may be necessary depending on the complexity of the reported allegations.

Incidents will not be investigated unless there is reasonable cause to believe a policy has been violated. Reasonable cause includes some credible information to support a policy violation. If it is determined that an investigation will be conducted, the Respondent will be given notice of the complaint and an opportunity to respond. If it is determined that an investigation will not be conducted, the Title IX Coordinator may contact the Respondent to discuss the reported concern.

When a Complainant is reluctant or refuses to participate in the investigation process, the Title IX Coordinator may investigate the allegations to the fullest extent possible given the information available. The University will make every attempt to follow the wishes of the Complainant while protecting the University Community.

2. Filing a Formal Complaint

A Formal Complaint is a document signed by a Complainant or the Title IX Coordinator alleging Sexual Misconduct against a Respondent requesting that the University investigate the allegations of Sexual Misconduct. While incidents may be reported by any third party, only the Complainant or Title IX Coordinator may initiate the Grievance Process through the Formal Complaint. A Formal Complaint is also required for any individuals wishing to pursue an Informal Resolution.

When a Formal Complaint is filed, the Title IX Coordinator provides written notice to the Respondent with sufficient time for the Respondent to prepare a response before an initial interview. The Notice of Formal Complaint includes information about the Grievance Process, the Informal Resolution Process, the allegations and any details known at the time, such as the name of the Complainant, the location, date and time of the alleged incident(s), and the specific sections of the policy that the Respondent is alleged to have violated. The Complainant also receives a copy of the Notice of Formal Complaint.

3. Review of Formal Complaints

When a Formal Complaint is received, the Title IX Coordinator will evaluate jurisdiction and mandatory and discretionary dismissal described below, assess appropriate Supportive Measures for both parties, evaluate the need for Emergency Removal, and initiate the Grievance Process.

Mandatory and Permissive Dismissal. The Title IX Coordinator shall dismiss a Formal Complaint of Non-Title IX Sexual Misconduct when: (1) the allegation describes conduct that would not constitute Non-Title IX Sexual Misconduct as defined, even if proven; or (2) the Respondent is not a member of the University Community. The Title IX Coordinator may dismiss a Formal Complaint in the following situations: (1) the Complainant notifies the Title IX Coordinator in writing that they wish to withdraw the Formal Complaint or some allegations in the Formal Complaint; (2) the Respondent is no longer enrolled in or employed by the University; or (3) circumstances exist that prevent the University from gathering sufficient evidence to reach a determination as to the Formal Complaint or the allegations.

Application of Other Policies Upon Dismissal. If the Title IX Coordinator dismisses a Formal Complaint or any of the allegations in the Complaint, the Title IX Coordinator must promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the Complainant and Respondent. Dismissal of a Formal Complaint does not preclude action under other policies, such as Title IX Sexual Misconduct.

Appeal of Dismissal Decision. Any party can appeal the dismissal decision following the criteria and procedures listed below under *Appeal Procedures*.

Right to Consolidate Complaints. The University may consolidate Formal Complaints as to allegations of Sexual Misconduct: (1) against more than one Respondent, (2) by more than one Complainant against one or more Respondents, or (3) by one party against the other party, where the allegations of Sexual Misconduct arise out of the same facts or circumstances.

4. Investigation Process

If the Title IX Coordinator or their designee conducts an investigation of the reported allegation, the investigation may consist of the review of the complaint, any relevant documentation, and interviews with relevant individuals. Each party will be given the opportunity to share information regarding the allegation, as well as any response to such, and identify witnesses and other relevant evidence. The extent of the investigation and its procedures will be determined by the Title IX Coordinator. During the investigative process, it is expected that the Complainant and the Respondent will cooperate with the University in providing all information or evidence that they believe should be considered. Additionally, other administrators may be consulted to assist with the investigation.

Prior to an investigative interview, the Complainants and Respondents will be provided a student rights and responsibilities document to review and sign. The student rights and responsibilities document informs the student of their rights to be exercised before and during the course of the investigation and student conduct process. Information gathered during the course of the investigation and student conduct process may only be shared with faculty, staff, students, and advisors who are directly involved in the incident or necessary to the student conduct process. Information gathered may also be disclosed in compliance with a judicial order, lawfully issued subpoena, or other legal requirement.

During the investigation, the burden of proof and burden of gathering evidence sufficient to reach a determination regarding responsibility is on the University and not on the parties. Complainants and Respondents are encouraged to present witnesses and evidence, including fact and expert witnesses, and other evidence that they believe should be considered. The University will make all reasonable efforts to obtain relevant information such as surveillance video footage, University card swipe access and other information that may be available to the Institution. The University cannot obtain information that is protected by a legally recognized privilege without the party's voluntary written consent. The University shall not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, mental health professional, or other professional or paraprofessional providing treatment to the party, unless the party gives voluntary written consent.

After the investigation is complete, the Title IX Coordinator will prepare a written investigation report. Complainants and Respondents will have access to the completed investigation report and investigative materials relevant to the allegations after the formal investigative process has concluded. In order to protect confidentiality, Complainants and Respondents are not given copies or investigation reports or other investigative materials, but will have an opportunity to inspect and review any evidence obtained as part of the Investigation that is directly related to the allegations raised in the Formal Complaint.

Withdrawal During a Formal Complaint. In accordance with state law, if a student withdraws or graduates from the University pending a Formal Complaint alleging the student violated the *Student Code of Conduct* by committing sexual harassment, sexual assault, dating violence, or stalking, the institution:

- a. May not end the disciplinary process or issue a transcript to the student until the institution makes a final determination of responsibility; and
- b. Shall expedite the institution's disciplinary process as necessary to accommodate both the Respondent's and Complainant's interest in a speedy resolution.
- c. On request from another institution, the University shall provide to the requesting institution information relating to a determination that a student enrolled violated the institution's Student Code of Conduct by committing sexual harassment, sexual assault, dating violence, or stalking.

Should students choose not participate in the Investigative Process, the Grievance Process may continue without their participation. The Investigator may assign allegations to the Respondent based on the information that the Investigator collected without the student's participation, if appropriate.

5. Resolution Process

Options for resolving Formal Complaints under the Grievance Process include:

- a. *Informal Resolution.* Prior to the formal hearing, either the Complainant or the Respondent may make a request, either orally or in writing, for informal resolution to the Title IX Coordinator. The Title IX Coordinator will assess the severity of the alleged harassment and the potential risk of a hostile environment for others in the University Community to determine whether informal resolution may be appropriate. Mediation will not be used to resolve complaints of Sexual Assault and Interpersonal Violence.

Upon determining that informal resolution is appropriate, the Title IX Coordinator will consult further with the person initiating the request, inform the other party, and gather additional relevant information from the parties and others as useful to assist in the informal resolution process. The Title IX Coordinator may also put in place any appropriate interim measures to protect the educational and work environment of the parties and the University Community.

The University will not compel the Complainant or Respondent to engage in mediation, to directly confront the other party, or to participate in any particular form of informal resolution. Participation in informal resolution is voluntary, and the Complainant and Respondent have the option to discontinue the informal process at any time and request a formal investigation. If at any point during the informal resolution process, the Complainant, the Respondent, or the University wishes to cease the informal resolution process and to proceed through the formal resolution process, the informal resolution process will stop and the formal resolution process outlined in this of the Student Handbook below will proceed.

- b. *Administrative Resolution.* At any point in the student conduct process, if the Respondent accepts responsibility for the alleged violations of policy, the Parties may choose to resolve the issue through the Administrative Resolution process outlined below. The Administrative Resolution process is voluntary.

The Title IX Coordinator will, in consultation with the appropriate University dean (or if the allegation involves a student organization, the appropriate University staff member advisor of the organization) review the complaint and information gathered about the reported Sexual Misconduct, and if applicable, propose findings and specify appropriate sanctions. The Title IX Coordinator will send written notice to both the Complainant and the Respondent of the proposed findings and sanctions. The Parties will have five (5) business days to review the Administrative Resolution and decide whether they would like to accept or decline the proposed findings and recommended sanctions. Agreement with the terms of the Administrative Resolution is established by one of the two following ways:

- i. A signature, or an electronic signature, by a Party or the Parties attesting to the agreement with the findings and sanctions; or
- ii. No written objection by the Complainant or the Respondent to the findings and sanctions within five (5) business days of the date the proposed findings and recommended sanctions were sent to the Parties.

If both the Complainant and the Respondent agree with the proposed findings and recommended sanctions, the matter is considered concluded. Additionally, if accepted, the Parties waive their right to a hearing or an appeal, the process ends, and the finding is finalized. The complaint will only be reopened if new material is presented which was previously unavailable.

If either Party disagrees with or does not accept the proposed findings or recommended sanctions, then the complaint will proceed, and a hearing will take place.

- c. *Hearing.* See Section E below for Hearing Procedures.

6. Sanctions

A Hearing Officer or a Hearing Panel may impose sanctions as a result of an Informal Resolution, or formal hearing, when a student is found responsible. Implementation of the disciplinary sanctions will begin when the time period to file an appeal has expired or when the appeal decision has been sent to the parties.

Both the Complainant and Respondent will be simultaneously notified of the Appeal Officer's decision and sanctions as appropriate. When sanctions are final, appropriate University Administrators may be notified of the student's sanctions. Findings and sanctions agreed upon through the Informal Resolution are final and cannot be appealed.

All records related to the disciplinary process will remain on file with the Title IX Coordinator for a minimum of seven (7) years from the date the case is completed through an Informal Resolution, formal hearing or the appeal procedures. All records related to the Grievance Process resulting in suspension or expulsion will remain on file indefinitely.

If a student is found responsible for violating the University Sexual Misconduct policies, sanctions may be imposed and can include, but are not limited to the following:

- a. *Disciplinary Reprimand.* The Disciplinary Reprimand is an official written notification using the notice procedures outlined in this section to the student that the action in question was Misconduct.
- b. *Disciplinary Probation.* Disciplinary Probation is a period of time during which a student's conduct will be observed and reviewed. The student must demonstrate the ability to comply with University policies, rules, and standards and any other requirement stipulated for the probationary period.
- c. *Time-Limited Disciplinary Suspension.* Time-Limited Disciplinary Suspension is a specific period of time in which a student is not allowed to participate in class, University related activities, or be present on campus property. The status of Disciplinary Suspension will be shown on the student's academic record, including the transcript. Disciplinary Suspension is noted on the student's transcript by the phrase "Disciplinary Suspension" and will include the period of time in which the student was suspended from the University. In most instances, the notation of Disciplinary Suspension will remain on the transcript permanently. A student may petition to remove a Disciplinary Suspension notation if: 1) the student is eligible to reenroll in the institution or 2) the Title IX Coordinator or designee determines that good cause exists to remove the notation. A Disciplinary Suspension of a student will indicate the date on which the suspension period begins and the earliest date the application for student readmission will be considered. The Title IX Coordinator or designee may deny a student's readmission, if the student's misconduct during the suspension would have

warranted additional disciplinary action. If the student has failed to satisfy any sanction that was imposed prior to application for readmission, the Title IX Coordinator or designee may recommend denial of readmission of a student. On denial of a student's readmission, the Title IX Coordinator or designee will set a date when another application for readmission may again be made. An administrative hold will be placed on the student's record to prevent registration during the Disciplinary Suspension.

- d. *Disciplinary Expulsion.* Disciplinary Expulsion occurs when the student is permanently withdrawn and separated from the university. An expelled student will be permanently barred from enrollment and permanently prohibited from entering any University premises. Expulsion may prohibit the student from being admitted to, enrolling at, or entering the campus of another component institution of Texas Tech University System without prior written approval of the institution at which the student wishes to attend or be present. An expelled student's good standing is permanently removed. Expulsion is permanently noted on the student's transcript (Expulsion: Ineligible to Re-Enroll). ~~This status of Disciplinary Expulsion will be shown permanently on the student's academic record, including the transcript. Disciplinary Expulsion is noted on the student's transcript by the phrase, "Expulsion" and the date in which the student's expulsion became effective. In most instances, the notation of Disciplinary Expulsion will remain on the transcript permanently.~~ A student has the ability to petition to remove a Disciplinary Expulsion notation in the following instances: 1) the student is eligible to reenroll in the institution or 2) the Title IX Coordinator or designee determines that good cause exists to remove the notation. An administrative hold will be placed on the student's record to prevent future registration.

7. Appeal Procedures

Either the Complainant or Respondent may appeal the decision, or the sanctions, conditions, and restrictions imposed by the Hearing Officers by submitting a written appeal to the Provost or their designee within three (3) business days of receiving the written decision. The appeal must clearly set forth the grounds for the appeal, together with the evidence upon which the appeal is based. A disagreement with the decision alone shall not constitute grounds for appeal. The only proper grounds for appeal and the only issues that may be considered on appeal are as follows:

- a. A procedural irregularity that affected the outcome of the matter;
- b. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- c. The Title IX Coordinator, Investigators, or Hearing Panel Members had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter; or
- d. The sanctions imposed substantially vary from the range of sanctions normally imposed for similar infractions.

The appeal process is initiated upon a party's filing of a written appeal within three (3) University business days after University's delivery of the written decision regarding responsibility. The written appeal must be filed with the University's Title IX Coordinator or System Office of Equal Opportunity as directed in the written determination regarding responsibility, and the party's written appeal must set forth the grounds for the appeal and any supporting information.

Upon the filing of a written appeal, University will give written notice of the filed appeal to the non-appealing party. The non-appealing party will have three (3) University business days after University's delivery of the written notice to respond to the appeal.

The Provost or their designee will review the appeal to determine if the appeal is timely and properly sets forth the appropriate grounds for appeal. If any of these requirements are not met, the appeal will be dismissed and the original decision of the Hearing Officers will be final. If the grounds for an appeal are determined proper by the Provost or their designee, the Title IX Coordinator will provide the request for appeal to the other party and provide opportunity for response. Any responses must be provided to the Provost or their designee within five (5) business days after receiving a copy of the request for appeal.

If the Provost or their designee determines that a procedural or substantive error occurred that significantly impacted the outcome of the hearing, they may order a new hearing. If a new hearing is ordered, all hearing procedures in will be followed. The Title IX Coordinator will notify the Complainant and Respondent of the outcome within five (5) business days of the decision of the Hearing Officers. The decision of the Hearing Officers is final and may not be appealed.

If the Provost or their designee determines that new evidence should be considered, they may return the complaint to the original Hearing Officers to reconsider the new evidence or may order a new hearing. If new evidence is considered, the Hearing Officers may increase, decrease, or otherwise modify the findings, sanctions, conditions, and/or restrictions. The Title IX Coordinator will notify the student of the outcome within five (5) business days of the decision of the Hearing Officers. The decision is final and may not be appealed. If a new hearing is ordered, all hearing procedures will be followed. The Title IX Coordinator will notify the Complainant and Respondent of the outcome within five (5) business days of their decision. The decision of the Hearing Officers is final and may not be appealed.

If the Provost or their designee determines that the sanctions imposed substantially vary from the range of sanctions normally imposed for similar infractions, they may then increase, decrease or otherwise modify the sanctions, conditions, or restrictions instead of returning the case to the original Hearing Officers or ordering a new hearing. If the Provost or their designee modifies the sanctions, conditions, or restrictions without returning the case to the original Hearing Officers, they must notify the student in writing of the outcome within five (5) business days of their decision. The decision of the Provost or their designee is final and cannot be appealed.

If the Provost or their designee returns the case to the original Hearing Officers, the Hearing Officers may increase, decrease, or otherwise modify the findings, sanctions, conditions, or restrictions. The Title IX Coordinator will notify the student of the outcome within five (5) business days of the Hearing Officers' decision. The decision is final and may not be appealed. If a new hearing is ordered, all hearing procedures in Part IV, Section C(3)(e), will be followed. The Title IX Coordinator will notify the Complainant and Respondent of the outcome within five (5) business days of their decision. The decision of the Hearing Officers is final and may not be appealed.

In cases in which the error cannot be cured by the original Hearing Officers, the Provost or their designee may order a new hearing with a new panel of Hearing Officers.

After the findings and sanctions become final and all appeals, if any, are exhausted, the Complainant shall be advised that if the complained of activity persists, they should contact the Title IX Coordinator. Likewise, in the event the

Complainant believes retaliation for filing a complaint has taken place, they should contact the Title IX Coordinator.

The Title IX Coordinator will follow up with the Complainant within sixty (60) calendar days after conclusion of the matter to ensure that the complained of behavior has ceased.

E. NON-TITLE IX SEXUAL MISCONDUCT HEARING PROCEDURE

Section E sets forth the Hearing Procedure for Non-Title IX Sexual Misconduct. The Hearing Procedure for Title IX Sexual Misconduct is set forth in [System Regulation 07.06.A and its Attachment 2](#).

1. Prehearing/Formal Allegations Assigned

Once the investigation is complete, if the complaint is not otherwise resolved, the Complainant and the Respondent will be given notice of a pre-hearing meeting. Should the Complainant or the Respondent not participate in the pre-hearing meeting, the disciplinary process may continue without their participation. During this meeting, the Complainant and the Respondent will be given the opportunity to review the investigation report, relevant evidence, and other documents to be used in the hearing. Other documents may include Complainant's allegations, list of potential Hearing Officers, and hearing script. Following the pre-hearing, the Complainant and the Respondent will be notified of a date, time, and location of the hearing.

While the Complainant and the Respondent may identify errors in their own statements during the pre-hearing, they are not able to add additional information to the investigation report unless that information, in the judgment of the Title IX Coordinator, was unavailable during the investigative process and is pertinent to the complaint. If a Complainant or Respondent discovers new, previously unavailable information during the time after the pre-hearing but before the hearing, the party should inform the Title IX Coordinator immediately. If the new information is pertinent to the consideration of the complaint, the Title IX Coordinator will determine whether the new information should be included in the investigation report or presented verbally during the hearing. If there is new evidence introduced, the Complainant and the Respondent will be given the opportunity to provide a response to any such evidence that will be presented in the hearing.

The Title IX Coordinator or their designee will schedule the hearing no sooner than five (5) business days from the date of the last pre-hearing meeting. The five-day period can be waived by the Title IX Coordinator with agreement by the involved Parties.

2. Hearing

After notice has been given to the Complainant and the Respondent, the University may proceed to conduct a hearing and render a finding of Responsible or Not Responsible for the Respondent's alleged misconduct and, in the event of a responsible finding, impose appropriate sanctions, conditions, or restrictions. The Provost or their designee shall appoint a panel of three (3) Hearing Officers to conduct the hearing. All persons serving as Hearing Officers shall be oriented and trained to adjudicate a Sexual Misconduct case in accordance with this Student Handbook. If there is a conflict of interest, or appearance thereof, with one of the selected Hearing Officers, that person will recuse themselves and the Provost or their designee shall appoint another person to the panel. Additionally, both the Complainant and the Respondent may raise issues of conflicts of interest with regard to the potential Hearing Officer panel to the Provost or their designee within three (3) business days after notice has been given to the Parties of the panel members. The Provost or their designee will evaluate these issues and resolve them accordingly. No party has a right to disqualify a Hearing Officer panel member absent a demonstrated bias.

The hearing may be held and a decision or recommendation made, regardless of whether the Complainant or the Respondent fail to respond or fail to attend the hearing. Should the Complainant or the Respondent fail to respond or fail to attend the hearing, the Hearing Officers may consider the available information and render a decision.

Hearings are closed to the public. Both the Complainant and Respondent have the right to be present at the hearing; however, they do not have the right to be present during the deliberation of the Hearing Officers. Arrangements can be made so that Complainant and Respondent do not have to be in the hearing room at the same time. To request changes in the scheduled hearing time, the parties should contact the Title IX Coordinator not less than five (5) business days prior to the scheduled hearing.

During the hearing, the Title IX Coordinator or designee presents the allegations, investigation report, evidence, witnesses, and questions for deliberation in the hearing. The Hearing Officers may question the Title IX Coordinator, Title IX Investigator, Complainant, Respondent, and any witnesses. The Complainant and Respondent do not have the right to question each other nor witnesses directly but may do so through the Title IX Coordinator or their designee. The Complainant and Respondent have the right to add or make additional comments about the facts of the complaint. Should new evidence be presented without prior discussion with the Title IX Coordinator, the hearing may be halted to consider the inclusion of this information. Impact statements will also be halted if they are shared prior to the sanctioning phase of the hearing. In the event the Hearing Officers remove a student due to misconduct in the hearing process, the alleged misconduct in the hearing process will be forwarded to the appropriate student conduct administrator, who will follow the conduct process in Part II of this Student Handbook.

Following the hearing, the Hearing Officers will deliberate and will render a finding of responsible or not responsible for the Respondent's alleged misconduct as well as decide any sanctions, conditions, or restrictions if applicable. Any findings of the investigation will be based upon a preponderance of the evidence, which means more likely than not. The Hearing Officers will inform the Complainant and the Respondent in writing within five (5) business days of their decisions.

Either the Complainant or Respondent may utilize the Appeal Procedures.

F. PREGNANCY

Discrimination based on pregnancy is a form of discrimination based on sex. Women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all educational opportunities as other persons not so affected but similar in their ability or inability to participate in education programs or activities.

If a pregnant or parenting student feels that they require flexibility or an accommodation in order to be successful at TTUHSC, it is the student's obligation to make a request initially through their appropriate school's student affairs personnel. Students requesting a pregnancy or parenting related accommodation should do so as soon as they become aware that one may be needed. If the student and school are unable to come to a mutually agreeable decision in relation to reasonable flexibility and adjustments, the student should contact the TTUHSC Title IX Coordinator. The Title IX Coordinator will consult with the student and school administrators to begin the interactive process and determine reasonable flexibility and adjustments.

If a student disagrees with the determination or proposed accommodation after engaging in the interactive process, the student may file a complaint with the Title IX Coordinator.

In certain situations, if there is a medical condition due to pregnancy, it may be protected under the Americans with Disabilities Act (ADA), entitling the student to a reasonable accommodation. Accommodation requests due to pregnancy-related complications should be directed to Student Disability Services.

PART V: STUDENT RECORDS

A. GENERAL POLICY

Policies and procedures concerning student records are based on respect for the privacy of the individual. To minimize the risk of improper disclosure, academic records are maintained separately from disciplinary records. During the time of disciplinary suspension or expulsion, the notice is placed in the student's permanent file. The conditions for access to each are set forth in the Student Handbook and complies with federal and state statutes and with registered student organization guidelines. The procedures set forth below apply to all persons formerly or currently enrolled at Texas Tech University Health Sciences Center.

B. ADDRESS OF RECORD

Students must maintain accurate permanent and local addresses with the Office of the Registrar. Addresses are used for various purposes including student billing and official state and federal reporting. Maintaining an accurate address and telephone number is also important for use by University officials and/or student organizations. Students will receive an email twice a year prompting them to review the address TTUHSC has on file. Students can update their address through the WebRaider Portal under "My Personal Information" or "Action Items".

Students are also required to maintain accurate Emergency Contact information with current emergency contact name, address, and phone number in the event that it is necessary for the school or the University to contact them.

C. STUDENT ACCESS TO EDUCATIONAL RECORDS

All current and former students of the university have the right to access their educational records as provided by law. The Family Educational Rights and Privacy Act (FERPA) affords eligible students certain rights with respect to their education records. An "eligible student" under FERPA is a student who is 18 years of age or older or who attends a postsecondary institution. These rights include:

1. The right to inspect and review the student's education records within 45 days after the day Texas Tech University Health Sciences Center receives a request for access. A student should submit to the Office of the Registrar a request by completing and submitting HSC OP 77.13 Attachment B, which identifies the records the student wishes to inspect. The school official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the school official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.
 - a. Generally, if the education record is covered under FERPA, the student may inspect or review the education record at the Office of the Registrar, but does not have the right to receive copies of the education record unless a student is effectively prevented from onsite inspection or review of their education record. Records may be viewed in person or through the use of online sources, i.e. Zoom or Microsoft Teams. If the student does not have the capability to view the records in person or via online, they may then have a right to receive copies of the education record at the student's expense after evaluation of the circumstances by the Office of the Registrar.

- b. Copies of academic records or transcripts will not be released for students who have a delinquent or unpaid financial obligation to the University, have a “hold” at the University, or have an unresolved disciplinary action pending at the University, provided that applicable law does not otherwise require disclosure of the records.
2. The right to provide written consent before the university discloses personally identifiable information (PII) from the student’s education records, except to the extent that FERPA authorizes disclosure without consent.

The school discloses education records without a student’s prior written consent under the FERPA exception for disclosure to school officials with legitimate educational interests. A school official is: a person employed by Texas Tech University Health Sciences Center in an administrative, supervisory, academic, research, or support staff position (including law enforcement unit personnel and health staff); a person serving on the board of trustees; or a student serving on an official committee, such as a disciplinary or grievance committee. A school official also may include a volunteer or contractor outside of the Texas Tech University Health Sciences Center who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, or collection agent or a student volunteering to assist another school official in performing their tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibilities for the Texas Tech University Health Sciences Center.

3. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Texas Tech University Health Sciences Center to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Student Privacy Policy Office, U.S. Department of Education, 400 Maryland Avenue, SW Washington, DC 20202

4. A student may waive the right of access to confidential letters of recommendation in the areas of admissions, job placement and receipt of awards.
5. Personally-identifiable information such as rank in class, personal conduct, grade point average, academic progress, etc., shall not be released to non-authorized personnel without the written consent of the student.

D. RECORDS NOT ACCESSIBLE TO STUDENTS

The following are records not accessible to students:

1. Records of instructional, administrative and educational personnel that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
2. Records of the Texas Tech Police Department, subject to the provisions of 34 C.F.R. 99.8;
3. Records relating solely to an employee of TTUHSC in their capacity as an employee that are not available for any other purpose, unless the Student is employed as a result of their status as a Student;
4. Student medical and counseling records created, maintained, and/or used only in connection with providing medical treatment or counseling to the Student, that are not disclosed to anyone other than the individuals providing the treatment; and

5. Alumni records or other records that contain information about an individual after they are no longer a Student at that agency or institution (e.g., information gathered on the accomplishments of alumni).

E. DISCLOSURE OF EDUCATIONAL RECORDS

FERPA permits the disclosure of personally-identifiable information from students' education records, without consent of the student, if the disclosure meets certain conditions found in §99.31 of FERPA. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the student, §99.32 of FERPA requires the institution to record the disclosure. Eligible students have a right to inspect and review the record of disclosures. Texas Tech University Health Sciences Center may disclose personally-identifiable information from the education records without obtaining prior written consent of the student:

1. To other school officials, including faculty, within Texas Tech University Health Sciences Center whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31 (a)(1)(i)(B)(3) – (a)(1)(i)(B)(2) are met. (§99.31 (a)(1))
2. To officials of another school where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31 (a)(2))
3. To authorized representatives of the U. S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as a State postsecondary authority that is responsible for supervising the university's state-supported education programs. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of federal-or-state-supported education programs, or for the enforcement of or compliance with federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§99.31 (a)(3) and 99.35)
4. In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31 (a)(4))
5. To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31 (a)(6))
6. To accrediting organizations to carry out their accrediting functions. (§99.31 (a)(7))
7. To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31 (a)(8))
8. To comply with a judicial order or lawfully issued subpoena. (§99.31 (a)(9))
9. To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31 (a)(10))
10. Information the school has designated as "directory information" under §99.37. (§99.31 (a)(11))

11. To a victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense, subject to the requirements of §99.39. The disclosure may only include the final results of the disciplinary proceeding with respect to that alleged crime or offense, regardless of the finding. (§99.31 (a)(13))
12. To the general public, the final results of a disciplinary proceeding, subject to the requirements of §99.39, if the school determines the student is an alleged perpetrator of a crime of violence or non-forcible sex offense and the student has committed a violation of the school's rules or policies with respect to the allegation made against him or her. (§99.31 (a)(14))
13. To parents of a student regarding the student's violation of any Federal, State, or local law, or of any rule or policy of the school, governing the use of possession of alcohol or a controlled substance if the school determines the student committed a disciplinary violation and the student is under the age of 21. (§99.31 (a)(15))

F. STUDENT'S REQUEST TO AMEND RECORDS

Students have the right to request an amendment of their education records and information directly relating to them. This section does not include procedures for students challenging individual grades. Grade appeal and grievance procedures are set forth in the individual Student Handbooks for each School and the TTUHSC Student Handbook/Code of Professional Conduct. The request is limited to inaccurate, misleading or otherwise inappropriate records and information. The procedures set forth below shall be followed to amend education records.

1. Any student who believes that their education records are inaccurate or misleading, or that the records violate their privacy rights, must first request an informal discussion regarding the questionable item with the Office of the Registrar, who may or may not honor the request.
2. If the result of the informal discussion with the Office of the Registrar is not satisfactory to the student, and the student still wishes to have the record corrected, the student should submit a Student Request to Amend Education Records form HSC OP 77.13 to the Associate Provost or their designee. The request shall clearly identify the part of the record the student believes should be changed, and specify why it should be changed, i.e., why the student believes the record is inaccurate, misleading or in violation of their privacy rights. [Note: The substantive judgment of a faculty member regarding a student's work, expressed in grades or evaluations, is not within the purview of the right to seek amendment of education records under this section. This section does not include procedures for students challenging individual grades. Grade appeal and grievance procedures are set forth in the individual student handbooks for each School and the TTUHSC Student Handbook/ Code of Professional Conduct.]
3. After receiving the written request from the student for a change in their education records, the Associate Provost or their designee shall request, and the Office of the Registrar shall provide, a written statement that explains why the request for the change in the education record was denied at the informal stage. After reviewing the request by the student and the response of the Office of the Registrar, the Associate Provost for Student Affairs or designee will provide written notification to the student whether or not TTUHSC will implement the change. If not, the Associate Provost for Student Affairs or designee will notify the student of the right to a hearing to challenge the information believed by the student to be inaccurate, misleading, or in violation of the student's rights.

4. Upon receiving a written request from the student for a hearing, the Associate Provost for Student Affairs or designee shall arrange for a hearing and provide written notice to the student reasonably in advance of the date, time and place of the hearing. The hearing will be conducted according to the following procedures:
 - a. The hearing shall be conducted by a hearing official or committee appointed by the Provost or their designee. Such individuals must have no direct interest in the outcome of the case and shall decline to serve if a conflict of interest, or an appearance of a conflict of interest, exists with either the student or the Office of the Registrar.
 - b. At least five (5) days prior to the date scheduled for the hearing, the student and the Office of the Registrar, shall submit to each other, as well as to the hearing official or committee, any and all pertinent documents and a list of witnesses and advisors who are to be involved in the hearing process. The student may, at their own expense, be assisted or represented by one or more individuals of their own choice, including an attorney. If the student has an advisor, the Office of General Counsel shall represent the University. The student and the Office of the Registrar are each responsible for presenting relevant information. Therefore, the advisors and attorneys for the Parties are not permitted to speak or participate directly in the hearing.
 - c. At the hearing, the student shall have the opportunity to present evidence to support their position that the content of the relevant educational record is inaccurate, misleading, or otherwise in violation of the privacy rights of the student.
 - d. Any additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.
 - e. Within seven (7) business days after the conclusion of the hearing, the hearing officer or chair of the hearing committee, if applicable, will transmit the decision in writing to the student, the Office of the Registrar, and the Associate Provost for Student Affairs or designee. The decision must include a summary of the evidence and the reasons for the decision. If, as a result of the hearing, the hearing official or committee determines that the information in the education record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, the student will be notified of the right to place a statement in the record contesting the information in the record or stating why the student disagrees with the decision of the agency or institution, or both. Any statement provided by the student shall be maintained with the contested portion of the record for as long as the record is maintained. In the event the contested portion of the record is later requested, the statement shall be disclosed with the record to the extent it pertains to the contested portion.

G. RELEASE OF STUDENT DIRECTORY INFORMATION

The following student information is considered Texas Tech University Health Sciences Center Directory Information:

1. Student Name
2. Permanent and Local Addresses
3. Telephone number
4. Classification
5. Major Field of Study
6. Dates of Attendance
7. Degrees, Awards, and Honors Received
8. Specific Enrollment Status
 - a. Full-time, Part-time, Half-time

- b. Undergraduate, Graduate
- 9. Participation in Officially Recognized Sports and Activities
- 10. Previous Institution's Attended
- 11. Postgraduate Training/Clinical sites for R.N., M.D., or Ph.D. graduates and degree candidates

This information will be released by various campus offices periodically, or on request, unless the student stipulates that directory information (as defined above) be withheld. Students may request that directory information be withheld by submitting a completed HSC OP 77.13 Attachment A, Student Consent to Release Education Records, or by restricting personal directory information at WebRaider.ttuhs.edu on the MyTech tab. Students should select the Directory Profile link located under Personal Information and check the box next to their name.

H. DESTRUCTION OF RECORDS

The university constantly reviews the educational records it maintains and periodically destroys certain records. The university will not destroy records if prohibited by state or federal law. The student's basic scholastic record is kept and maintained permanently in the Office of the Registrar. Disciplinary records are maintained for at least seven years in the [conduct office of each School and/or in the institutional reporting system, Maxient Student Judicial Programs office](#). Student Disability Services records are maintained for three years after the last date of enrollment.

I. LETTERS OF RECOMMENDATION

1. Students may review recommendations used in application for employment or for admission to any educational agency or institution, or information concerning honors awarded, except when the student waives, in writing, the privilege of examination.
2. Under the Family Educational Rights and Privacy Act 1974, as amended, the student does not have access to confidential letters and statements of recommendation which were placed in the educational records before January 1, 1975, if the letters or statements are used for purposes for which they were specifically intended.

J. MEDICAL RECORDS

Medical records are maintained for students seen by a Student Health Services provider. Information contained in the medical record is completely confidential and will not be released to another person or institution without written permission of the student unless otherwise authorized by law. Students needing to request a copy of their medical records may contact Student Health Services at (806) 743-2860.

PART VI. REGISTRATION OF STUDENT ORGANIZATIONS

A. CONDITIONS FOR REGISTRATION

1. Students wishing to register a new student organization with the Texas Tech University Health Sciences Center must first submit an Intent to Form Request found on HSC Net under the FORMS tab. The purpose and activities of the organization shall be lawful and not in conflict with the regulations published by the Office of Student Life. After submitted, the student will be contacted by a staff member of the Office of Student Life to schedule a training. Once the student has attended a training the student will be able to register the new organization on HSC Net. HSC Net is facilitated and managed by the Office of Student Life.
2. The registration shall contain, but not be limited to, the following information:
 - a. A statement of the organization's purpose
 - b. Roster of all current members, officers, and advisor(s)
 - c. Any present relation the organization may have to any other local, state, or national organization
 - d. Contact information for the organization's officers (President and Treasurer Required)
 - e. Contact information for a full-time faculty or staff advisor
 - f. A copy of the current organization's constitution/bylaws
 - g. A copy of the constitution/bylaws of any related organization, if any
3. The student organization constitution and/or bylaws should include a minimum of these areas:
 - a. Name & Purpose
 - b. National & Affiliate Organizations
 - c. Membership Requirements
 - d. Officer List & Duties (President and Treasurer Required)
 - e. Officer Election & Removal Processes
 - f. Financial Procedures
 - g. Faculty/Staff Advisor Responsibilities
 - h. Annual Programs/Activities
4. Membership in the organization shall be open only to students enrolled at Texas Tech University Health Sciences Center without regard to race, color, religion, sex, sexual orientation, gender identity, gender expression, disability, age, citizenship, veteran status, or national origin, except in cases of designated fraternal organizations which are exempted by federal law from Title IX regulations concerning discrimination on the basis of sex. Faculty and staff may hold adjunct memberships in accordance with the organization's constitution.
5. The organization shall not duplicate the purposes and functions of a previously registered organization, unless need for such duplication is substantiated.
6. All funds allocated to the organization from TTUHSC controlled sources must be maintained in a TTUHSC account.
7. The organization shall show promise of effectively meeting its stated purpose, be free from control by any other organization, and be lawful and peaceful in its activities.

8. The organization shall not use the name of the Texas Tech University Health Sciences Center, logotype, or symbols of TTUHSC as part of its name or in its publications. In addition, the organization shall not advertise or promote events or activities in a manner, which suggests sponsorship by TTUHSC. Requests to use logos or symbols protected by TTUHSC, Texas Tech University or the Texas Tech University System shall be submitted to brandapprovals@ttuhsc.edu amanda.a.graham@ttuhsc.edu.
9. Registration of an organization results from compliance with these regulations; it does not imply TTUHSC approval of the organization or its activities.

B. FACULTY OR STAFF ADVISOR

Each registered student organization shall have a TTUHSC full-time faculty or staff advisor to be available to the officers and members for consultation about the organization's affairs, to attend organization meetings and functions as often as possible, to certify the expenditures of the organization by reviewing credits and debits in HSC Net to offer suggestions regarding the operations of the organization and to oversee adherence to TTUHSC regulations and the organization's constitution and bylaws. The advisor will be required to ensure that the current officers are updated and identified in the HSC Net student organization roster.

C. CONDITIONS FOR MAINTAINING REGISTRATION

In order to maintain its registration, a student organization shall comply with the following requirements:

1. The organization shall update changes in officers and advisor within 10 business days on their HSC Net organization roster throughout the year.
2. The organization shall submit the annual re-registration on HSC Net by the designated deadline each spring for the Office of Student Life to review. All updates made to documents or processes, such as revisions to constitution or bylaws, statement of purpose, or membership requirements will need to be submitted during this process.
3. The organization shall maintain its funds in accordance with Section A of this part and be in good standing with the Texas Tech University Health Sciences Center.
4. The organization shall demonstrate by its activities that it is conducting business to achieve its purpose as stated on the original application or Intent to Form Request.
5. The organization shall conduct its affairs in a lawful manner, in accordance with the constitution and bylaws it has on file, and in accordance with applicable Texas Tech University Health Sciences Center regulations and state statutes.
6. The organization shall be responsible for the observance of all applicable TTUHSC regulations by off-campus individuals or organizations whose appearance on campus is sponsored by the organization.
7. The Office of Student Life may withdraw the registration of an organization for non-compliance with University policies and procedures.

D. DENIAL OF REGISTRATION

1. No student organization will be officially registered with the Texas Tech University Health Sciences Center if the Office of Student Life determines that the organization's actions or activities are detrimental to the educational purposes of the University or not in accordance to the Student Handbook.
2. If registration is denied, the designated president and advisor of the applying organization shall be notified of the decision by the Office of Student Life in writing. The applying organization may appeal in writing to the Associate Provost for Student Affairs within five (5) business days from the date of the denial letter. The decision of the Associate Provost for Student Affairs is final.

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

A. EXPRESSIVE ACTIVITIES

1. TTUHSC recognizes freedom of speech and expression as a fundamental right and seeks to ensure free, robust, and uninhibited debate and deliberation by students enrolled at TTUHSC as well as other persons.
2. Expressive activities on the TTUHSC campus are governed by [Texas Tech University System Regulation 07.04, Freedom of Expression](#).
3. In the event of any conflict between this Section VII(A) and any other provision of this Handbook, the provisions of this Section shall control.

B. OTHER USES OF TTUHSC SPACE AND ACTIVITIES

1. The provisions of this Section VII(B) shall apply to all uses of TTUHSC facilities for purposes other than expressive activities conducted in outdoor common areas.
2. The space and facilities of the University are intended primarily for the support of the instructional program of the institution. Second priority is given to programs sponsored and conducted by University academic and administrative departments or organizations affiliated with those departments. Beyond these two priorities, use of campus space and facilities is permitted and encouraged for activities which are intended to serve or benefit the entire University community.
3. TTUHSC buildings, grounds, or property may not be used by individuals or organizations not connected with TTUHSC.
4. Outside individuals or groups who are not faculty, staff or a currently enrolled student may attend functions held on TTUHSC property, but to be eligible for use of campus facilities, the function must be sponsored or cosponsored by, and affiliated with, a recognized TTUHSC department or registered student organization. Sponsorship and/or co-sponsorship minimally include, but are not limited to, participation in, planning, coordination, and implementation directly by members of the sponsoring organizations. Sponsors are directly responsible for ensuring that activities and events comply with TTUHSC requirements for liability insurance, hold-harmless agreements, financial responsibility for property damage, etc.

5. Permission to use campus space facilities may be granted only by the offices designated by TTUHSC OP 61.07, Use of TTUHSC Premises and Amplification Equipment. A department, student or registered student organization may not reserve space or facilities on campus and permit it to be used by a non-registered organization or off-campus group or person.
 - a. Students or registered student organizations desiring grounds use may be required to provide evidence of appropriate liability insurance in accordance with recommendations from the General Counsel's Office, Risk Management Office, other University departments or others as necessary prior to the premises requested being approved.
 - b. Participants in, and/or sponsors for, events may be required to sign a "Hold Harmless" release.
 - c. If the use of TTUHSC grounds is for programs or activities involving minor children, the sponsoring group must comply with Texas Education Code § 51.976, which requires sexual abuse and child molestation training, certification, and reporting for program employees. Documentation of timely reporting to the Texas Department of State Health Services of such training should be received before reservation of space or facility will be confirmed.
 6. Reservations must be made for the use of TTUHSC premises and must be in accordance with TTUHSC OP 61.07, Use of TTUHSC Premises and Amplification Equipment. The term "TTUHSC premises" includes all land, buildings, facilities and other property in the possession of or owned, used or controlled by TTUHSC (including adjacent streets and sidewalks).
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PART VIII. SOLICITATIONS, ADVERTISEMENTS, AND PRINTED MATERIALS

Solicitation, sales, and services on University premises or in University-owned or University-controlled buildings are prohibited without prior written approval from the Office of Student Life. This includes financial planners, mortgage vendors and other financial services. The distribution of advertising leaflets or handbills or the use of sound trucks and equipment to promote sales on University premises is also prohibited without prior approval from the Office of Student Life.

PART IX. STUDENT TRAVEL POLICY

A. STUDENT TRAVEL POLICY

1. TTUHSC O.P. 77.08 regulates any travel undertaken by one or more students presently enrolled at TTUHSC to an activity or event that is located more than 25 miles from the campus of TTUHSC. This Operating Policy (OP) applies to any event or activity which is organized, sponsored and/or funded by TTUHSC, is undertaken using a vehicle owned or leased by the university or is a required event or activity by a student organization registered at TTUHSC.
2. Modes of travel by students to events or activities as defined above include:
 - a. personally-owned vehicles;
 - b. commercial vehicles, including but not limited to rental cars, vans, chartered buses;

- c. commercial airlines; and
 - d. use of TTUHSC-owned vehicle.
 3. The purpose of this policy is to help minimize the risks of liability connected with motor vehicle travel by TTUHSC faculty, staff and students. The policy applies to the use of the above modes of travel in any activities directly related to the academic, research, and/or administrative responsibility of the department involved. This policy also applies to travel undertaken by one or more students presently enrolled at TTUHSC to reach a university related activity located more than 25 miles from TTUHSC. It applies to travel required by a registered student organization. This HSC OP does not create a claim or cause of action against TTUHSC or its employees, and TTUHSC retains all defenses to any such action including, but not limited to, sovereign immunity.
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PART X. MISCELLANEOUS POLICIES

A. MISCELLANEOUS POLICIES

Policies and procedures for certain items, including, but not limited to, academic advisement, academic review, appeals, attendance in academic courses, auditing courses, clinical attire, grades, promotions/dismissal, grievance procedures, and student employment may be referenced in the various Schools' student handbooks and/or catalogs.

1. **Absences.** Please refer to the individual School's catalogs and/or handbooks for more specific details relating to your program.
2. **Academic Requirements.** Academic requirements vary with each TTUHSC School and particular degree program in which the student is enrolled. Students should consult with their respective School's academic/program advisor and/or School's catalog for specific details.
3. **Admissions and Applicants.** The educational policies of the TTUHSC are founded upon the regulations of the Board of Regents of the Texas Tech University System. TTUHSC is an upper-level, graduate, and professional study institution. The application and admissions policies for TTUHSC are outlined in the individual Schools' catalogs. Most programs at TTUHSC have a deadline for receipt of applications and supporting documents. These deadlines vary by program and application year. Applicants are advised to contact the program to which they are seeking admission for specific deadline dates.
4. **Adding and Dropping Courses.** Consult with your academic department for deadline dates for adding and/or dropping courses. Students should make an appointment with their advisor to complete appropriate documentation. Students dropping a course to the point of zero hours of enrollment are considered to be withdrawing from the School's program. Please refer to the individual Schools' catalogs and/or handbooks for more specific details relating to your program.
5. **Affiliation.** The Student Government Association is the official organization representing students. Students may identify with off-campus programs and activities as individuals, but not as representatives of the student body.
6. **Attendance.** The faculty member responsible for the course determines attendance requirements for each course. A student who fails to attend any class for any reason is responsible for the material

presented in class, assignments, examinations, announcements, etc. to the same extent as though the student had attended the class. Please refer to the individual School's catalogs and/or handbooks for more specific details relating to your program.

7. Bacterial Meningitis

- a. **General.** Meningococcal disease is a potentially life-threatening infection caused by the bacterium *Neisseria meningitidis*. Bacterial meningitis is an inflammation of the membranes that surround the brain and spinal cord. This disease affects approximately 3000 Americans each year, including 100-125 people on college campuses, leading to 5-15 deaths per year among college students.
- b. **Risks and Exposures.** The organism is spread from person-to-person through the exchange of respiratory and throat secretions such as coughing and kissing. Sharing cigarettes, water bottles, eating utensils and food, may increase your exposure. Resident Hall-style living may also play a role as crowded environments facilitate the spread of the infection.
- c. **Symptoms and Diagnosis.** Early diagnosis is important. Your healthcare provider may use a combination of clinical symptoms and laboratory tests to diagnose the disease. Seek medical attention immediately if one or more of these symptoms appear:
 - i. High fever
 - ii. Severe Headaches
 - iii. Vomiting
 - iv. Light sensitivity
 - v. Stiff neck
 - vi. Nausea
 - vii. Lethargy
 - viii. Seizures
 - ix. Confusion and sleepiness
 - x. Rash or purple patches on skin
- d. **Possible Treatment and Consequences if NOT Treated.** Antibiotic treatment may be effective if exposure and disease is detected early. Possible consequences of the disease, include, but are not limited to:
 - i. Permanent brain damage
 - ii. Kidney failure
 - iii. Learning disability
 - iv. Gangrene
 - v. Coma
 - vi. Convulsions
 - vii. Hearing loss
 - viii. Blindness
 - ix. Limb damage that may require amputation
 - x. Death
- e. **Prevention.** Vaccinations may be effective against 4 of the 5 most common bacterial types that cause 70% of the disease in the United States. Vaccinations typically take 7-10 days to become effective, with protection lasting 3-5 years. The vaccination is generally safe--most common side effects may include redness and minor pain at the injection site for up to two days.
- f. **Information.** If you have more questions contact:
 - i. Your healthcare provider

- ii. Your local or regional Texas Department of Health
- iii. TTUHSC Family Practice Clinic at 806-743-2757
- iv. Visit these web sites for more information - <http://www.cdc.gov/ncird/dbd.html> or www.acha.org

8. **Required Immunizations.** In order to protect the health of our students and the health of the patients with whom they come in contact, TTUHSC requires **all entering students** to provide documentation of all immunizations as listed below. Immunization requirements are based on regulations, guidelines and recommendations available as of October, 2012 from the Texas Administrative Code (TAC), Texas Department of State Health Services (DSHS), the U.S. Centers for Disease Control and Prevention (CDC), and the U.S. Advisory Committee for Immunization Practices (ACIP). The meningitis requirement must be sent in immediately and all other requirements must be met prior to orientation. The student is responsible for all associated costs. For those who do not comply with COVID vaccine mandates, it may impact the Covered Individual's ability to provide care, obtain required clinical hours, and maintain credentialing.
- a. **Medical and Religious Exemptions.** Texas Administrative Code (TAC) §97.62 describes the conditions under which individuals can seek exemptions from Texas immunization requirements. Exclusions from compliance are allowable on an individual basis for medical contraindications, active duty with the armed forces of the United States, and reasons of conscience, including a religious belief.
 - b. A person claiming exclusion for reasons of conscience, including a religious belief, from a required immunization may only obtain the affidavit form by submitting a request (via online form, mail, fax or hand-delivery) to the department. The request must include following information:
 - i. Full name of student
 - ii. Student's date of birth (month/day/year)
 - iii. Complete mailing address, including telephone number
 - iv. Number of requested affidavit forms (not to exceed 5).
 - c. View the [Request for Exemption from Immunizations for Reasons of Conscience](#) for written requests.
 - d. Affidavit form requests will be processed and mailed within one week from the receipt of the request. If additional information is needed in order to process the affidavit, you will be notified.
 - e. The vaccine exemption forms for reasons of conscience including a religious belief are only for students claiming a vaccine exemption for the first time after 9/1/03. If you've submitted a religious exemption prior to 9/1/03, you are grandfathered under the old law and do not need a new form.
9. **Tuberculosis Surveillance.** Tuberculosis surveillance for Covered Individuals is based on current U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC) Recommendations and Reports (December 30, 2005, 54 (#RR-17):1-147), Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings.
10. **Exposure Management.** Institutional management of exposure to: (1) blood-borne pathogens, (2) body fluids and, (3) other miscellaneous exposures is based on regulations, guidelines and recommendations available as of October 2012 from the Texas Administrative Code (TAC), Texas Department of State Health Services (DSHS), the U.S. Centers for Disease Control and Prevention (CDC). For exposure-related incidents, students must notify the Office of Institutional Health at (806) 743-4020 or go to <https://www.ttuhs.edu/institutional-health/> for information.

11. **Working with Affiliated Entities-Student Drug Screenings, HSC OP 77.15**

- a. For purposes of this policy the term “Student” does not include residents in the Schools of Medicine or Jerry H. Hodge School of Pharmacy.
- b. **Background**
 - i. TTUHSC enters into affiliation agreements with various health care clinical entities (“Affiliated Entities”), such as hospitals and other facilities, in order to provide clinical experience opportunities for its students enrolled in TTUHSC clinical education programs.
 - ii. Affiliated Entities may establish more stringent standards for students who wish to do a clinical rotation at the affiliated entity, than those required by TTUHSC as part of its admission process. Affiliated Entities may require students, among other things, to undergo and satisfactorily pass additional background checks and/or drug screenings as a pre-requisite to participating in a clinical rotation at the Affiliated Entity.
 - iii. Clinical rotations are an essential element in certain degree programs’ curricula. Students who cannot participate in clinical rotations due to a positive drug screening may be unable to fulfill the requirements of a degree program. TTUHSC schools may NOT mandate this requirement for all students. It applies solely to those students who must fulfill the requirement for participation in a clinical rotation at an Affiliated Entity.
- c. **Clinical Placement**
 - i. Placements at Affiliated Entities for clinical rotations will be based on the learning objectives as defined by each program consistent with the learning objectives of each student. Determination of unacceptable results of a drug screening will be made by the Affiliated Entity. Any student placed with an Affiliated Entity that requires additional background checks and/or drug screens, who cannot meet these requirements, must discuss all available options with their School’s Office of Student Affairs or their designee.
 - ii. Affiliated entities may conduct their own drug screening. If the student fails the drug test and is consequently denied externship placement, s/he shall be subject to disciplinary action in accordance with the TTUHSC policies.
- d. **Responsibility of the School.** The student’s school shall:
 - i. Notify the student of the Affiliated Entity’s requirements for a drug screen, to include the type(s) of drug screen required by the Affiliated Entity, deadlines to meet the Affiliated Entity’s requirements, a list of approved drug screen testing vendors, and a completed Authorization, Attachment “A,” for signature by the student.
 - ii. Receive the student’s drug screen test results, which shall be maintained in a confidential, locked file separate from the student’s primary educational records.
 - iii. Notify and ensure the Affiliated Entity that all students prior to their clinical rotation have met their drug screening requirements.
- e. **Responsibility of the Student**
 - i. The student shall pay for the cost of any and all drug screening required by an Affiliated Entity that is designated for student matriculation by TTUHSC provided articles b, c, d, below are met. The student shall be responsible for the cost of any necessary re-test or subsequent tests at TTUHSC designated Affiliated Entity(s) and any drug screening required by an Affiliated Entity selected for matriculation by the student.
 - ii. The student shall complete the drug screen prior to the deadlines provided by the School and meet the guidelines of the Affiliated Entity. Failure to complete the drug test prior

to the deadlines may result in an additional expense to the student, and/or delay in, or denial of, rotation in the Affiliated Entity.

- iii. The student shall use a drug screen vendor from the designated vendors provided to the student by their School and/or the Affiliated Entity. 1) Results from a vendor NOT on designated by the School and/or Affiliated Entity will not be accepted and the student shall be required to have the drug screening test(s) conducted by an approved vendor.
 - iv. The student will be required to sign a valid consent and authorization, Attachment "A," consenting to the drug screening and giving the vendor performing the test permission to provide the drug screen test results to the person designated by the School to receive student drug screen tests results under this policy.
- f. **Student Refusal to Consent to Drug Screen.** Any student who fails or refuses to consent to a drug screen required by an Affiliated Entity to which the student has been assigned by their School shall be subject to disciplinary action in accordance with the TTUHSC Student Handbook/Code of Professional and Academic Conduct, the Schools' written policies, if any, and this policy.
- g. **Period of Validity – Drug Screen Results**
- i. Unless otherwise required by an Affiliated Entity, drug screen test results will generally be valid for the time the student is in the program within the School unless there is a break in enrollment, defined as not enrolled for one full semester.
 - ii. Students may be required to undergo drug screening more than once depending on the requirements of each Affiliated Entity in which the student is placed to meet their learning objectives or the number of Affiliated Entities at which the student is placed.
- h. **Drug Screen Results**
- i. **Diluted Specimen.** Should the vendor report that the screening specimen was diluted, thereby precluding an accurate drug screen test, the student, at their expense, will be required to complete and successfully pass a new drug screen test.
 - ii. **Negative Drug Screen Results.** The School which receives a student's drug screen test results, may release negative drug screen test results to the student, provided the student has signed the appropriate release form, Attachment A.
 - iii. **Positive Drug Screen Results**
 - 1. A positive drug screen is any instance in which a drug screen report shows a positive test for one or more of the drugs on the panel required by the Affiliated Entity.
 - 2. Any student with a positive drug screen will not be placed in any clinical facility pending review and outcome of appeal with the vendor.
 - 3. The student has the right, at their expense, to request an independent review of any positive drug screen, by an independent Medical Review Officer, provided by the vendor. There will be an additional charge if review by the Medical Review Officer is requested, and the student is responsible for all costs related to this review.
 - 4. Any appeal based on a positive drug screen is solely between the student, the Medical Review Officer and the vendor. The student's School will not become involved in the appeal of a positive drug screen.

5. \If, after review by the independent Medical Review Officer, there is no valid medical basis which would cause or contribute to the positive drug screen, the test results will stand, at which point the student will be referred to the School's Office of Student Affairs for disciplinary action in accordance with this policy and the School's written policies.
 - i. **Confidentiality of Records.** Drug screening reports and all records pertaining to the results are considered confidential information with restricted access to the extent allowed by law.
 - j. **Re-admission**
 - i. Any student who is withdrawn due to a positive drug screen without medical validation will only be eligible for readmission to any TTUHSC program of study in accordance with the School's readmission policies.
 - ii. If accepted for readmission after the required period of time, the student must, at their own expense, provide a negative drug test and satisfactory documentation of completion of any remedial action required by the School.
 - k. **Right to Change Policy.** TTUHSC reserves the right to change, modify, amend or rescind this policy in whole, or in part. at any time.
12. **Credit by Exam.** Specific credit by examination policies may be found in each of the Schools' catalogs and/or student handbooks; however, the School of Nursing does not offer Credit by Exam. Pass or fail grades earned on examinations for these courses will not be considered in determining grade-point averages. TTUHSC Schools may elect not to accept credit by examination, where it is determined that such academic achievement may hinder the success on national licensure exams/certifications.
13. **Disabilities (Students).** Reference [TTUHSC OP 77.14](#) and [TTUHSC OP 51.04.](#). TTUHSC complies with the American with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and state and local requirements regarding students with disabilities. Under these laws, no otherwise qualified individual with a disability shall be denied access to or participation in services, programs and activities of TTUHSC solely on the basis of the disability.
 - a. Any student seeking accommodations on the basis of disability must apply for services as a qualified student with Student Disability Services and provide supporting documentation of a disability.
 - b. Students with grievances related to discrimination on the basis of a disability should review the Student Handbook, Part IV* Anti-Discrimination. The grievance process would include the Director of Student Disability Services.
14. **Discrimination/Equal Opportunity.** No person shall be excluded from participation in, denied the benefits of, or be subject to discrimination under any program or activity sponsored by TTUHSC on any basis prohibited by applicable law, including but not limited to, race, color, national origin, religion, sex, veteran status or disability. Grievances related to discrimination on the basis of race, religion, national origin or age should be pursued through regular administrative channels. Academic problems are to be handled in the academic administrative structure culminating in review by the individual School's Dean. The individual Schools as noted in their Schools' catalogs should direct non-academic student matters to HSC Student Affairs. For more information, visit <https://www.ttuhs.edu/hsc/op/op51/op5101.pdf>, *Equal Employment Opportunity Policy and Affirmative Action Plan*.

15. **Employment Grievance.** A student wishing to pursue a grievance concerning employment with the University and who has not found satisfaction or resolution with their immediate supervisor or the person in charge of that department may contact the Office of Equal Employment Opportunity in accordance with the grievance procedures outlined in the TTUHSC OP 70.10, *Non-faculty Employee Complaint and Grievance Procedures*. The procedures manual may be reviewed in the Office of Equal Employment Opportunity.
16. **Exams.** Please refer to the individual School's catalogs for more specific exam details relating to your program. Any student seeking exam accommodations on the basis of disability must apply for services as a qualified student with Student Disability Services and must provide supporting documentation of disability. Appropriate and reasonable accommodations, if any, will be determined by Student Disability Services.
17. **Financial Policies.** Students must meet all financial responsibilities due the University. The writing of checks on accounts with insufficient funds, the non-payment or delinquent payment of outstanding loans, and failure to meet any other financial obligations to the University, are considered a lack of financial responsibility. Financial irresponsibility can subject the student to action by TTUHSC, including, but not limited to, denial of registration, withholding of grades and transcripts and possible adjudication under the Code of Professional and Academic Conduct. In addition, failure to meet financial obligations to the University may result in:
 - a. Cancellations of the student's registration if tuition and registration fees are not paid by the 12th class day and 20th class day (4th class day and 15th class day in summer), or if a returned check given in payment of tuition and fees is not redeemed by that time;
 - b. Loss of University check writing privileges and possible criminal prosecution for writing insufficient fund checks and for failure to pick up a returned check;
 - c. A hold placed on a student's academic records preventing future registration (before registering or requesting a transcript, students may check on the presence of holds on their records by contacting the Office of the Registrar); and/or,
 - d. Reporting of financial problems to a credit agency or a collection agent.
18. **Grades/Grading**
 - a. The instructor assigned to a course has the responsibility for determining a grade and for judging the quality of academic performance.
 - b. The processing of formal appeal procedures is the responsibility of the School which administers the course. A copy of the grade appeal procedures may be found in the individual Schools' catalogs and/or handbooks. A student must file a formal written appeal within 3 days of the beginning of the next semester in accordance with the individual Schools' policy regarding student grade appeals. A grade can be formally appealed only when there is demonstrable evidence that prejudice, arbitrary or capricious action on the part of the instructor has influenced the grade. The burden of proof that such an unfair influence has affected a grade rests with the student who appeals the grade. Only final course grades may be formally appealed to the responsible academic dean. Earlier grades and other academic grievances may be discussed with the instructor involved and with the chair of the department or division involved. After a degree has been posted, no further adjustments can be made on the record except under extraordinary circumstances as determined by the Dean of the School the student is enrolled under.

19. Graduation Procedures

- a. Degree requirements are published in the individual School's catalogs.
- b. Prior to graduation, all candidates for TTUHSC degrees are required to:
 - i. Complete all graduation requirements set forth by the applicable School;
 - ii. Complete and return to the Office of the Registrar the University's Graduation Application form in the semester before anticipated graduation (the student's "diploma name" as requested in the Graduation Application form is printed on their diploma, and information provided by the student is used in commencement programs);
 - iii. Be registered in the semester the certificate or degree is to be conferred unless the student is granted an exception by the dean of their school;
 - iv. Federal Student Aid Exit Counseling must be completed by students who have received financial assistance, which must be repaid after graduation.

20. Medical Services Fee and Student Health Insurance

- a. TTUHSC provides health services to students who are currently enrolled and have paid the Medical Services Fee as part of their tuition and fees. To receive health services, students must present their student I.D. card at the time of their appointment. Students who also have private insurance will need to submit their receipt for the co-pay charged at the appointment to their insurance company for reimbursement.
 - i. Each TTUHSC campus has designated facilities that students can use when needing health care services. Each location offers a range of services from medical checkups and mental health services to wellness support and health education. Students will find information about each facility and covered services at the following link: <https://www.ttuhscc.edu/student-affairs/health.aspx>. The Medical Services Fee covers only those services listed on the aforementioned webpage. All other charges incurred are the students' responsibility.
 - ii. If a student receives a bill from the Health Sciences Center for services covered by the Medical Services Fee, they should contact the Office of Student Life at (806) 743-2302.
- b. **Clinic Procedures.** Please call to make an appointment. If you need to be seen for a sudden illness, please call that day as early as possible. If you need to be seen after clinic hours, call your campus's clinic phone number and ask to leave a message for the on-call physician. When you check in, please inform the receptionist that you are a TTUHSC student. If you come to the clinic without an appointment, it may be necessary for you to wait for a physician. Immunizations, paper work, and routine procedures are not ordinarily considered urgent care, and may not be taken care of on the same day as requested. Telemedicine and nurse on call services may also be available. If you have a health emergency that requires you to be seen at a hospital emergency room, go to the hospital listed for your campus under "Clinic Locations." Visits to an emergency room that generate a charge from either TTUHSC or the hospital are your responsibility.
- c. **Student Health Insurance Requirement.**
 - i. Per OP 77.19, all students must obtain and maintain health insurance coverage that is Affordable Care Act (ACA) compliant while enrolled at the Texas Tech University Health Sciences Center (TTUHSC), except those enrolled in a 100% distance program. Link to the list of programs: <https://www.ttuhscc.edu/student-life/documents/Programs-Do-Not-Require-Insurance.pdf>

1. The term “100% distance program” means the entirety of the degree program is online, with no face to face or onsite academic, research, or clinical component.
 2. “Affordable Care Act (ACA) compliant” is defined as coverage which accepts preexisting conditions and meets the criteria of Minimum Value and Essential Health Benefits.
 - a. Minimum Value covers at least 60 percent of the total allowed cost of benefits that are expected to be incurred under the plan.
 - b. Essential Health Benefits include: hospitalization, ambulatory services, emergency services, maternity and newborn care, mental health and substance abuse treatment, prescription drugs, lab tests, preventative services, pediatric services, rehabilitative and “habilitative” services.
 - ii. Per OP 77.03, TTUHSC requires that all non-immigrant F-1 students have health insurance coverage as a condition of enrollment. This guarantees that both TTUHSC and the non-immigrant students are in compliance with United States federal regulations and guidelines.
 - iii. TTUHSC will add the fee for the university sponsored student health insurance plan to students’ tuition and fee accounts each semester at the time they register. Students will have the ability to opt-out of the student health insurance plan by submitting a waiver request if they have qualifying alternative insurance. If the waiver request is approved, the fee will be removed or refunded. If a student has an approved waiver for the fall semester, the approved waiver will carry over to the spring and summer semesters. It is the student’s responsibility to ensure their alternative insurance is active during this time. A new waiver request will be required each fall or the first semester a student begins a program. All information about the university sponsored student health insurance plan can be found on the Office of Student Life website, <https://www.ttuhsu.edu/student-life/>.
 - iv. Any student who does not comply with the Student Health Insurance requirement shall be subject to disciplinary action, including cancellation of the student’s registration.
21. **Interprofessional Education.** All TTUHSC students, regardless of school affiliation, will be required to complete the IPE Core Curriculum prior to graduation. The IPE Core Curriculum is composed of two components including successful completion of a non-credit online course (>70% accuracy on all knowledge post-tests) and successful participation in at least one registered IPE learning activity. Failure to complete the IPE Core Curriculum will result in delayed graduation. Students should consult their academic/program advisor and/or school catalog for additional information.
22. **Notification of Student Death.** HSC Student Affairs is the Office of the Chancellor’s liaison regarding notification of any student deaths. Schools must notify the Associate Provost for Student Affairs immediately in the event of any student death.
23. **Program of Assistance for Students.** Personal counseling services are available to all TTUHSC students through the Program of Assistance for Students (PAS). Through the PAS, licensed counselors are available to assist students with all types of problems, including stress associated with academic, legal, or financial concerns; depression, anxiety, and/or other emotional problems; family and relationship issues; alcohol

and drug abuse; and other mental health and wellness issues. For more information or to request assistance, please call 1-806- 743-1327 or 1-800-327-0328. In after-hours situations, these PAS phone numbers serve as a 24-hour crisis line. In the event of an emergency, the answering service will connect the student with the counselor who is on call. Through PAS, TTUHSC students and their dependents are eligible to receive eight free counseling sessions per year. Additional information about PAS services can be found at <https://www.ttuhsu.edu/centers-institutes/counseling/pas.aspx>.

24. **Student Emergency Contact Information.** Students must keep their Emergency Contact Information current. To do so, visit webraider.ttuhsu.edu and sign in. Select the “MyTech (for Students)” tab and look in the “Personal Information” box. Click “Update Emergency Contacts” and fill in your information.

25. **Registration**

- a. Registration is coordinated by the Office of the Registrar in cooperation with the School in which the student enrolls. Tuition and fees are payable in full at the time of registration unless other arrangements have been completed. Registration for new students is completed as a step in the orientation process, or with the assistance of the Schools’ Student Affairs or Coordinators office.
- b. To be eligible for registration, the student must have been officially admitted as a new student, or officially readmitted following an absence, and must have satisfied all admission requirements, or must be a continuing student who is eligible to continue as a student at the University. Any student deemed ineligible due to academic, administrative or disciplinary sanction will be barred from registration. Students must provide all final transcripts to each school’s Office of Admissions by the end of the first semester in which they are enrolled or a hold will be placed preventing registration in future semesters. *See Student Record and Transcript Policy located at <http://www.ttuhsu.edu/registrar/documents/student.record.transcript.policy.pdf>
- c. *Late Registration.* Students are expected to register at their earliest opportunity. A student who registers late may be assessed a fee. Consult the Office of the Registrar for deadline dates for registration.

26. **Religious Holy Days**

- a. A student who intends to observe a Religious Holy Day should provide written notice, at the earliest possible date prior to the absence, to the following: (1) the instructor of each affected class and (2) the Director of Student Affairs of their School. A student will be excused from attending class(es), examinations, or other required activities for the observance of a Religious Holy Day, including travel for that purpose. A student whose absence is excused under this section will be allowed to take an examination or complete an assignment within a reasonable time and at the sole discretion of the instructor of record and/or the Director of Student Affairs before or after the absence.
- b. A student who is excused under the above provision may not be penalized for the absence; however, the instructor may appropriately respond if the student fails to satisfactorily complete the missed assignment or examination within the above-stated time.
- c. Any disputes regarding this policy should be submitted in writing to the TTUHSC Provost or their designee. Any decision by the Provost or their designee regarding the dispute shall be final.
- d. This policy does not apply to any student absence for a Religious Holy Day which may interfere with patient responsibilities or patient care.

~~27.~~ **Remote Examinations.** Remote examinations will be conducted with the assistance of proctoring tools to preserve academic integrity and fairness. Such proctoring tools may include, but are not limited to, the utilization of video and/or audio capabilities to examine, scan, evaluate, and/or monitor you, your work station, associated areas, and surroundings ("Exam Conditions"). By continuing to remain registered in your courses, you consent to these Exam Conditions. If you do not consent or wish to withdraw your consent, please contact the faculty member of your course and other arrangements may be made, such as onsite testing.

~~27-28.~~ **State Residency Classification.** Students are responsible for registering under the proper residence classification and for providing documentation as required by the institution. If there is any question about the right to classification as a resident of Texas, it is the student's obligation, prior to the time of enrollment, to ask for an official determination by the Office of the Registrar. Non-residents who live in Texas taking only online courses are charged non-resident tuition and fees. An applicant whose classification as a resident of the State of Texas is not clearly established should request a Residency Questionnaire from the Office of the Registrar.

~~28-29.~~ **Sexual Harassment Policy.** Harassment of students on the basis of sex is a violation of §106.31 of Title IX of the Education Amendments of 1972. Student concerns about sexual harassment which include faculty, staff, or students should be directed to the Title IX Coordinator –University Center 330 A, (806) 743-9861, or TitleIXCoordinator@ttuhsc.edu.

~~29-30.~~ **Tuition and Fees Installment Payment Options**

- a. Texas Education Code, Section 54.007, provides that state-supported institutions of higher education shall provide students with the election to pay tuition and fees during the fall, spring, or long summer semesters in installments. TTUHSC offers the following payment alternatives:
 - i. Full payment of tuition and fees in advance of the beginning of the semester; or
 - ii. One-half payment of tuition and fees in advance of the beginning of the semester and separate one-fourth payments prior to the sixth and eleventh class weeks, respectively.
- b. TTUHSC shall develop procedures which will provide that students may elect to pay tuition and fees using the payment alternative. Student who elect to pay by installments are required to complete a Financial Responsibility Agreement each semester.
- c. TTUHSC is authorized to establish payment due dates in advance of the beginning of a semester and prior to the sixth and eleventh class weeks respectively so that required payments have been received and student records have been appropriately updated on the dates required by law.
- d. If a student elects to pay tuition and fees using the payment alternative, he or she shall be assessed an installment option fee in addition to the required payment of tuition and fees. The fee developed and recommended for approval shall reflect all costs incurred in operating and handling payments under the installment alternative. The rates of the fee shall be approved by the Board of Regents.
- e. If a student who has elected to pay tuition by installment fails to pay in full all amounts of tuition, other registration fees, installment option fee, late payment fees, and other authorized fees by the end of the business day of the last day of the semester, then he or she will be dropped from School for failure to pay.

- f. TTUHSC shall develop procedures so that students are notified of the requirements, provisions, and penalties of the installment payment options.
- g. For each academic year, the Board of Regents shall approve the assessment of tuition and fees for students of component institutions of the Texas Tech System. The recommended revisions to student tuition and mandatory fee rates shall be presented biennially to the board by the Finance Administration.

30.31. **Tuition and Fees Refund Policies**

- a. **Institutional Refund Policy.** Texas Education Code, Section 54.006, provides the amount of tuition and fees to be refunded to students who drop courses or withdraw from the institution. Class day count is based on the official institution calendar for the school, not the specific course dates.
 - i. Students who drop a course, but remain enrolled at the institution will be refunded at the following rate:

| Term | Class Day | Percent of Refund of Charges |
|--|--------------------------------------|------------------------------|
| Fall, Spring, or Summer – More than 5 weeks but less than 10 weeks in duration | 1st class day through 4th class day | 100% |
| Fall, Spring, or Summer – Duration of 10 weeks or longer | 1st class day through 12th class day | 100% |
| | After 12th class day | None |

- ii. Students who withdraw from the institution (zero semester credit hours) are required to pay tuition and fees according to the following schedule based on their official withdrawal date:

| Term | Class Day | Percent of Refund of Charges |
|--|----------------------------|------------------------------|
| Fall, Spring, or Summer – More than 5 weeks but less than 10 weeks in duration | Before the 1st class day | 100% |
| | 1st, 2nd, or 3rd class day | 80% |
| | 4th, 5th, or 6th class day | 50% |
| | 7th class day or later | None |
| Fall, Spring, or Summer – Duration of 10 weeks or longer | Before the 1st class day | 100% |
| | 1st five class days | 80% |
| | 2nd five class days | 70% |
| | 3rd five class days | 50% |
| | 4th five class days | 25% |
| | 21st class day and after | None |

- b. **Withdrawal from TTUHSC.** It’s important for students who receive financial aid and withdraw or drop all courses during the term to be aware of the refund policies and to understand the impact they will have on the aid released and the continued financial aid eligibility. Current refund policies for students who withdraw or drop all courses during a term are determined by the Higher Education Title IV refund regulations.

Federal Refund and Repayment calculations must be performed for students who receive Title IV (Pell, FSEOG, and/or Federal Direct Loans) funds and officially withdraw from all courses, drop out of all courses, are expelled, take an unapproved leave of absence, or fail to return from an approved leave of absence prior to the 60% date of the term. All “unearned aid” must be returned to the federal aid programs as determined by the Federal Refund and Repayment calculations.

- i. The requirements for Title IV program funds are separate from the university refund policy. As such, you are responsible for unpaid institutional charges remaining after the refund calculation. You are also responsible for charges/ balances created by the returning of Title IV program funds that the school was required to return.

- ii. If you have questions about your Title IV program funds, you can call the Federal Student Aid Information Center at 1-800-4-FEDAID(1-800-433-3243). TTY users may call 1-800-730-8913. Information is also available on Student Aid on the Web at www.studentaid.ed.gov.
- c. **Title IV Funds.** In order to keep all the financial aid issued in each term, students must be enrolled ~~ment~~ for ~~more than~~ ~~at least~~ 60% of the term. After this point in the term, students have earned 100% of the Title IV funds released for the term. Therefore, it is in your best interest to maintain attendance and complete at least one class each term that you receive federal aid to avoid repayment of funds.

How the calculation works:

- i. $\text{Number of days attended} \div \text{Days in semester} = \% \text{ of semester completed}$
- ii. $\text{Total \$ disbursed} \times \% \text{ completed} = \text{Earned \$}$
- iii. $\text{Total \$ disbursed} - \text{Earned \$} = \$ \text{ to be returned}$

Once it is determined that you owe money back to any of the federal aid programs, you will be ineligible to receive further federal aid at TTUHSC or any other institution, until this debt is cleared.

To remain eligible for financial aid, a student must maintain satisfactory academic progress (SAP). This evaluation process is comprised by three standards; qualitative, quantitative, and maximum time frame. This determination must be made at least once per year. This evaluation process may be different for different schools at the HSC. For more information and school specific SAP information, please visit: <https://www.ttuhs.edu/financial-aid/eligibility.aspx>

- i. Qualitative – grade point average on hours attempted
- ii. Quantitative – hours successfully completed based on hours enrolled. As a general rule, a student must successfully pass 67% of the hours they attempt (hours as of census date).
- iii. Maximum Time Frame – students may not attempt more than 150% of the required program hours (or years for medical students) to complete their degree program.

~~31-32.~~ **Veterans Resource Center.** The mission of the VRC at TTUHSC is to support our Values-Based

Culture and assist veterans and military families in achieving academic, personal, and professional success. The VRC serves as a resource to connect veterans and military families to the University and surrounding communities. The VRC also oversees the certification of state and federal benefits such as:

- a. Hazlewood Act, a State of Texas benefit that provides qualified veterans, spouses, and dependent children with an education benefit of up to 150 hours of tuition exemption.
- b. VA education and training benefits through the Department of Veterans Affairs (VA) who provide various benefits to help eligible veterans, servicemembers, and qualified family members with paying college tuition, finding a school or program, and career counseling.

Connect with the VRC by visiting <https://www.ttuhs.edu/veterans-resource-center/>.

PART XI. STUDENT COMPLAINT/GRIEVANCE POLICIES AND PROCEDURES

The following narrative summarizes TTUHSC's student complaint or grievance policies and procedures. Links to specific policies and procedures are provided on the [HSC Student Affairs website](#).

It is the policy of the Texas Tech University Health Sciences Center to affirm the right of its students to a prompt and fair resolution of a complaint or grievance involving allegations of inappropriate behavior by other TTUHSC students or by TTUHSC personnel toward students. Policies and procedures exist for the following areas of student complaints:

- Complaints regarding the general or academic misconduct of another student
- Complaints regarding discrimination
- Complaints regarding student records
- Complaints regarding employment at TTUHSC
- Complaints regarding grades or grading
- Complaints regarding other types of mistreatment
- Other institutional-level student complaint procedures

A. GENERAL OR ACADEMIC MISCONDUCT OF A STUDENT

Policies and procedures governing complaints regarding the general or academic misconduct of students are defined in the Code of Professional and Academic Conduct (Student Code), which is published as Part II of this handbook. Students, faculty, and staff are all encouraged to report violations of the Student Code in accordance with the Disciplinary Procedures outlined in the Student Code.

B. DISCRIMINATION

This handbook identifies several policies intended to ensure the fair and equitable treatment of all members of the university community. The processes for filing complaints are detailed in the TTUHSC Operating Policies and Procedures. The following list identifies key institutional policies governing complaints regarding discrimination:

1. [HSC OP 51.04, *Access for Individuals with Disabilities*](#)
2. [HSC OP 51.01, *Equal Employment Opportunity Policy and Affirmative Action Plan*](#)

C. STUDENT RECORDS

[HSC OP 77.13, *Student Education Records*](#), provides detailed information about filing complaints relating to student records.

D. TTUHSC EMPLOYMENT

Information about employment grievances for students who are employed at TTUHSC is provided in [HSC OP 70.10, *Non-faculty Employee Complaint and Grievance Procedures*](#). This policy covers complaints concerning issues

pertaining to wages, hours, working conditions, performance evaluations, merit raises, job promotions, job assignments, or similar matters involving management decisions concerning the employee.

E. GRADES/GRADING

The processing of formal grade appeal procedures is the responsibility of the school which administers the course. Relevant school policies are listed below:

1. School of Health Professions: SHP OP ST.03 Academic Grade Appeal (link to: <https://hscweb.ttuhsu.edu/health-professions/current/policies.aspx>)
2. School of Medicine–Lubbock: Student-Faculty Dispute Resolution Policy, Grading Policy, Promotions Policy, and policies and procedures for Challenging Student Records or Grades
3. School of Nursing: Academic Grade Challenges/Appeals
4. Jerry H. Hodge School of Pharmacy: Grade Grievance Resolution
5. Graduate School of Biomedical Sciences: Complaint Policy
6. Julia Jones Matthews Population and Public Health: Complaint Policy

F. OTHER TYPES OF MISTREATMENT

1. Students who feel that they have been mistreated in a manner that is not directly addressed by any of the specific policies identified above are encouraged to refer to the policies and procedures governing student complaints, grievances, and appeals within their school. Relevant school policies include the following:
 - a. School of Health Professions: [SHP Student Policies: https://hscweb.ttuhsu.edu/health-professions/current/policies.aspx](https://hscweb.ttuhsu.edu/health-professions/current/policies.aspx). ~~SHP OP: ST.03 Academic Grade Appeal and SHP OP: ST.19 Non-Grade Grievance Policy~~ ~~Student Complaint Resolution and Hearing Policy (addresses academic and non-academic issues, including grade appeals) and Academic Misconduct Policy (addresses academic complaints against a student)~~
 - b. School of Medicine–Lubbock: Student-Faculty Dispute Resolution Policy, Student-Student Dispute Resolution Policy, Part IV Anti-Discrimination and Title IX,
 - c. School of Nursing: Academic Grade Challenges/Appeals and Complaint or Grievance Resolution (Non-Grade Grievance)
 - d. Jerry H. Hodge School of Pharmacy: Non-Grade Grievance Resolution
 - e. Graduate School of Biomedical Sciences: Complaints Policy
2. Students should process their complaints or appeals through the appropriate channels. Procedures are delineated in the policies identified above. Students are required to bring their concerns to the designated student affairs officer of their school. The student affairs officer in each school is as follows:
 - a. School of Health Professions: Associate Dean for Admissions and Student Affairs
 - b. School of Medicine-Lubbock: Assistant Dean for Student Affairs
 - c. School of Nursing: Associate Dean for Admissions, Student Affairs, and Enrollment Management
 - d. Jerry H. Hodge School of Pharmacy: Associate Dean for Student Affairs and Student Affairs
 - e. Graduate School of Biomedical Sciences: Assistant Dean
3. The deans of the schools have final authority in resolving disputes related to academic issues, such as grading and promotion, and in non-academic issues involving the school's faculty and staff.

4. Every effort should be made to resolve complaints against faculty and other school personnel at the school level. If the complaint is about personnel or services at the institutional level, the student is advised to contact TTUHSC Student Affairs in accordance with the following institutional-level student complaint procedures. These procedures are also published on the HSC Student Affairs website.

G. OTHER INSTITUTIONAL-LEVEL STUDENT COMPLAINT PROCEDURES

The procedures defined below apply to student complaints that fall outside the scope of other institutional and school-based policies and procedures governing specific types of student complaints (Student Complaint or Grievance Policies and Procedures), including, for example, student complaints against staff members employed at the institutional level or against TTUHSC administrators. TTUHSC Student Affairs will administer this institutional policy and will ensure that due process is afforded to all concerned.

1. **Early Resolution.** Prior to contacting the TTUHSC Office of Student Affairs, the student shall attempt to resolve the issue with the individual(s) involved. If the student is not satisfied with the outcome after meeting with the individual or does not feel comfortable talking to the administrator or staff member involved, the student may contact the Associate Provost for Student Affairs. The student shall address the issue and initiate action under this policy within 30 days of the event-giving rise to the complaint.

The Associate Provost for Student Affairs may counsel the student to discuss the issue with the involved administrator or staff member. If the student does not feel comfortable talking to the person involved, the Associate Provost for Student Affairs will investigate the complaint, attempt to reconcile differences, and propose a solution. The Associate Provost for Student Affairs will provide a written statement of their recommendation to all parties within ten working days following the initial receipt of the student's report of the complaint. All involved parties will then have ten working days to respond. Every effort should be made to resolve the issue without going beyond this level. The Associate Provost for Student Affairs will attempt to facilitate a resolution before proceeding with a hearing, as described below. (If the complaint is against the Associate Provost for Student Affairs, the student should meet with the Provost or their designee, who will follow the procedures outlined here.)

2. **Filing a Hearing Request.** If the student is not satisfied with the recommendation of the Associate Provost for Student Affairs, he/ she may file a request for a hearing by submitting a written complaint to the Associate Provost for Student Affairs. The hearing request must include a specific statement of the student's complaint, an explanation of what remedy the student seeks, and a copy of the Associate Provost for Student Affairs' recommended resolution.

If the student files a request for a hearing, a Student Hearing Committee as defined below must convene within 15 working days.

3. **Hearing Procedure.** Upon receipt of a written request for a hearing, the Associate Provost for Student Affairs will appoint a Hearing Committee according to the following procedure:
 - a. Each party will propose in writing a list of four TTUHSC faculty, staff, and/or students to serve on the Hearing Committee. The Associate Provost for Student Affairs will contact one person from each list in order of the submitting party's preference to determine the person's willingness to serve. Through this process, one person will be selected from each list. The two people selected

will then select a third member (a TTUHSC faculty or staff member) and these individuals will comprise the Hearing Committee. This group will select a chair from among themselves.

- b. The Associate Provost for Student Affairs will provide technical assistance and support to this committee.
- c. As soon as the hearing is scheduled, the chair of the Hearing Committee will send a written notice to all involved parties. The notice will specify the time, place, and nature of the hearing, plus a brief description of the complaint. The notice will also confirm the right of all involved parties to present witnesses and evidence and to be accompanied by counsel for advisory purposes only.
- d. At least three days prior to the hearing, all parties will provide to the chair of the Hearing Committee and the Associate Provost for Student Affairs a list of the names of any witnesses or counsel who will attend the hearing. If the student will be represented by counsel, the University may be represented by the Office of General Counsel. The student and the involved individual(s) shall have access to all information to be considered by the Hearing Committee, including the names of all persons giving evidence.
- e. The student and the involved parties shall attend the hearing and be offered an opportunity to state their positions and present testimony and other evidence relevant to the case. The responsibility of establishing the validity of the complaint rests with the student.
- f. The Hearing Committee chair may keep a recording of the hearing, which shall include date, time, and location of the hearing, names of those present, and any evidence introduced (e.g., records, written testimony, duplicated materials).

4. **Committee Decision**

- a. After completion of the hearing, the Hearing Committee shall meet in closed session and prepare a written recommendation. Copies of the Hearing Committee chair's report shall be forwarded to the involved parties within five working days.
- b. The appeal must be made, in writing, within three working days, to the Provost or their designee.
- c. The Provost or their designee will review the complaint resolution and render a decision within five working days. The decision of the Provost or their designee is final.
- d. If the Provost or their designee is serving as a mediator in the case, then the President or their designee will review the complaint resolution and render a decision within five working days. The decision of the President is final.

5. **Complaint Forms.** It is the policy of the Texas Tech University Health Sciences Center to affirm the right of its students to a prompt and fair resolution of a complaint or grievance involving allegations of inappropriate behavior by other TTUHSC students or by TTUHSC personnel towards students.

a. **TTUHSC Reporting Forms**

i. **Academic Misconduct:**

https://cm.maxient.com/reportingform.php?TexasTechUnivHSCSS&layout_id=2

ii. **Bias or Discrimination:**

https://cm.maxient.com/reportingform.php?TexasTechUnivHSCSS&layout_id=4

iii. **Campus Security Authority (Clery) Incident:**

https://cm.maxient.com/reportingform.php?TexasTechUnivHSCSS&layout_id=30

iv. **General Misconduct:**

https://cm.maxient.com/reportingform.php?TexasTechUnivHSCSS&layout_id=3

v. Sexual Harassment / Sexual Assault / Sexual Misconduct:
https://cm.maxient.com/reportingform.php?TexasTechUnivHSCSS&layout_id=10

vi. Student of Concern:
https://cm.maxient.com/reportingform.php?TexasTechUnivHSCSS&layout_id=1

PART XII. CONTACT INFORMATION FOR KEY PERSONNEL

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|---|----------------|
| HSC Student Affairs | (806) 743-2300 |
| Student Business Services | (806) 743-7867 |
| Student Disability Services | (806) 743-1926 |
| Student Life | (806) 743-2302 |
| Student Financial Aid | (806) 743-3025 |
| Registrar | (806) 743-7347 |
| Graduate School of Biomedical Sciences | (806) 743-2556 |
| School of Health Professions Admissions and Student Affairs | (806) 743-3220 |
| School of Medicine Student Affairs | (806) 743-3005 |
| School of Nursing Student Affairs | (806) 743-3341 |
| Jerry H. Hodge School of Pharmacy Student Affairs | (806) 414-9393 |
| Julia Jones Matthews School of Population and Public Health Student Affairs | (806) 743-4052 |
| Title IX Coordinator for TTUHSC | (806) 743-9861 |

ATTACHMENT

3

**TTUHSC El Paso Institutional Student Handbook:
Code of Professional and Academic Conduct 2023 – 2024
(Consent Item f.)**



TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER™
EL PASO

Institutional Student Handbook:

Code of Professional and Academic Conduct

~~2022-2023~~ 2023-2024

Texas Tech University System Board of Regents
Approved ~~August 12, 2022~~ (new date will be inserted)

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Statement of Accreditation

Texas Tech University Health Sciences Center El Paso is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate, masters, and doctoral degrees. Contact the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of Texas Tech University Health Sciences Center El Paso.

I. Foreward

A. General Policy

The mission of Texas Tech University Health Sciences Center El Paso (TTUHSC El Paso) is to improve the lives of people in our State and our community by focusing on the unique health care needs of socially and culturally diverse border populations through excellence in integrated education, research, and patient care.

A University, like any community, must have regulations and standards by which its members abide and procedures by which its components function. The standards should provide order and an atmosphere conducive to intellectual and personal development. This Student Handbook, the TTUHSC El Paso Operating Policies and Procedures, and the individual Schools' catalogs and handbooks are intended to serve these purposes in the interest of all components of the Texas Tech University Health Sciences Center El Paso.

The University has a responsibility to maintain order within the University community and to discipline those who violate its standards, rules, and policies. Enrollment at TTUHSC El Paso requires students to share in this responsibility. Students are expected to conduct themselves in a professional manner, not only in interactions with patients, but also with faculty, staff, and peers of TTUHSC El Paso and the general community. TTTUHSC El Paso students will be evaluated on issues related to their professional conduct/judgement according to standards defined by the school, program and profession for which they are training. The standards, rules, and policies outlined in this Student Handbook, the TTUHSC El Paso Operating Policies and Procedures, and the individual Schools' catalogs and any other official University publications provide additional information and guidance. Registered student organizations are required to follow defined standards, rules, and policies.

The Texas Tech University Health Sciences Center El Paso (TTUHSC El Paso or the University) reserves the right to change, modify, amend, or rescind, in whole or in part, this Handbook at any time without prior notice. This Handbook supersedes all previous editions. The provisions of this Handbook do not constitute a contract, expressed or implied, between any student or faculty member and Texas Tech University System, TTUHSC El Paso, Hunt School of Nursing (HSON), Francis Graduate School of Biomedical Sciences (FGSBS), Foster School of Medicine (FSOM), or Hunt School of Dental Medicine. (HSDM).

B. Authority

The authority to enact and enforce the regulations of the University is vested in the Texas Tech University System Board of Regents. The responsibility for enforcing regulations and imposing penalties is delegated to the Chancellor and/or the President of the University and any University officials the President designates.

All references to the Chancellor and/or President of the University and Vice President of Academic Affairs or Assistant Vice President for Student Services and Student Engagement

(SSSE) or designee shall be interpreted to include persons designated to act on behalf of these officials.

C. Applicability

Each TTUHSC El Paso student is responsible for compliance with the Rules & Regulations of the Board of Regents of the Texas Tech System and the rules of this institution. Any student who participates in conduct that is in violation with these rules and regulations, specific instruction by an administrative official or TTUHSC El Paso administrative official acting in their authorized duties, or general, state, or local laws is subject to discipline. A student is subject to discipline for prohibited conduct as detailed in this Code, including (where applicable) conduct that occurs off-campus, including but not limited to University off-campus activities such as field trips, internships, rotations or clinical assignments, regardless of whether civil or criminal penalties are also imposed for such conduct.

Freedom of speech and principles of academic freedom are critical to the mission of higher education institutions. Consistent with Texas law (SB 18), the Texas Tech University System and each of its component institutions recognize freedom of speech and expression as fundamental rights and seek to ensure free, robust, and uninhibited debate and deliberations by students enrolled at TTUS universities as well as other persons, [see HSCEP OP 61.27](#).

D. Our Values

A values-based culture is a living, breathing culture of shared core values among all employees. A values-based culture is shaped by a clear set of ground rules establishing a foundation and guiding principles for decision-making, actions and a sense of community. In a values-driven culture, employees find alignment between their personal values and the organization's values, creating a unified and motivated workforce. Management and leadership set examples for their organizations and live the values they preach, these values include:

- a) Advancement: Improve the institution through creativity and discovery.
 - a. Seek opportunities for growth, partnership and improvement
 - b. Promote innovation and a culture of positive change and creativity
 - c. Demonstrate and inspire commitment to lifelong learning and professional development
- b) Service: Serve our community
 - a. Provide excellent education, research and patient care
 - b. Create positive experiences through a culture of yes
 - c. Partner with our community to improve healthcare
- c) Accountability: Be Responsible for decisions, actions and impact
 - a. Acknowledge and learn from both successes and failures

- b. Promote responsibility management of resources
 - c. Be a dependable team member and leader
 - d. Hold ourselves accountable and each other accountable by accepting and giving constructive feedback
 - e. Respond rather than react
- d) Teamwork: Include diverse perspectives to achieve our mission
- a. Empower and energize one another to create positive growth
 - b. Promote a culture of diversity and inclusivity
 - c. Foster a fun and health environment that encourages team spirit
 - d. Recognize and celebrate contributions and achievements
 - e. Collaborate across disciplines and professions as one team
- e) Respect: Demonstrate high regard for self and others
- a. Treat others as we would like to be treated
 - b. Be aware of how our actions impact others
 - c. Communicate in a courteous, kind, and respectful manner
 - d. Assume good intentions
 - e. Listen first to understand
- f) Integrity: Be ethical and trustworthy in every situation
- a. Honor commitments
 - b. Lead by example
 - c. Be honest in purpose, interactions and expectations
 - d. Comply with laws, rules and regulations

E. Policy on Non-Discrimination

TTUHSC El Paso brings together, in common pursuit of its educational goals, persons of many backgrounds and experiences, thus the University does not tolerate discrimination or harassment of any employee or applicant for employment because of sex, including pregnancy, race, color, religion, national origin, age, disability, genetic information, status as a protected veteran, or any other legally protected category, class, or characteristic. While sexual orientation and gender identity are not explicitly protected categories under state or federal law, it is the University's policy not to discriminate in employment, admission, or use of programs, activities, facilities, or services on these bases. Employment actions, such as hiring, promotion, demotion, transfer, rate of pay or other forms of compensation, selection for training, and termination, shall not be made based on an employee's protected status. Discriminatory behavior is prohibited regardless of how it is exhibited, whether verbally, in writing, or electronically displayed or conveyed.

Discriminatory behavior is prohibited by this policy, as well as by federal laws such as Title VII, which prohibits discrimination in employment, Title IX, which prohibits discrimination on the basis of sex in education program or activities, as well as the Equal Pay Act, the Age

Discrimination in Employment Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Civil Rights Act of 1991, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title II of the Genetic Information Non-Discrimination Act, and state laws such as Chapter 21 of the Texas Labor Code. The University expects all members of the University Community to comply with the law. For more information, see Texas Tech System Regulation [07.09](#), Texas Tech University System Regulation [07.10](#), [HSCEP OP 51.01](#) Equal Employment Opportunity Policy and Affirmative Action Program, [HSCEP 51.02](#), Non-Discrimination and Anti-Harassment Policy and Complaint Procedure, and Part V of this Student Handbook.

F. University Name, Documents and Records

The use by any person or organization of the University's name in connection with any program or activity, without the prior written permission of the TTUHSC El Paso Office of the Vice Chancellor for Institutional Advancement or designee, or any unauthorized use of University documents, records or seal is prohibited. See [HSCEP OP 67.01](#), Publication Guidelines and [HSCEP OP 10.32](#), [Use and secure handling of the presidential seal](#).

G. Clery Annual Security Report

In accordance with the guidelines established by TTUHSC El Paso, the Texas Tech Police Department, and pursuant to the federal law identified as the *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act*, all currently enrolled students, campus employees and all prospective students and prospective employees are entitled to request and receive a copy of the Annual Campus Security Policy and Campus Crime Statistics Report. The report contains statistics about certain specified crimes and related incidents that have been reported to the Texas Tech Police Department and other campus security authorities over the past three calendar years ([201820](#), [201921](#) and [202022](#)). All incidents contained within the report have either occurred on-campus, in off-campus buildings, or on or near property owned or controlled by TTUHSC El Paso. The report also contains policies and practices pertaining to campus security, crime reporting, alcohol and drugs, victims' assistance programs, student discipline policies, campus resources, community safety alerts, crime prevention, access to campus facilities and properties as well as personal safety tips.

Annual reports can be accessed at <https://el Paso.ttuhsc.edu/about/policies/annual-security-report.aspx>

To request a paper copy of this report, contact the Texas Tech Police Department by email at police@ttuhsc.edu or by phone at 915-215-7111 during normal business hours, 8 a.m. – 5 p.m., Monday through Friday.

For additional information also refer to [HSCEP OP 76.40](#) Annual Crime Reporting Clery Act Compliance and related Texas Tech University System Regulation [07.05](#).

H. Drug and Alcohol Abuse Prevention Program

As per [HSCEP OP 10.03 Alcohol and Illegal Drugs](#), TTUHSC El Paso prohibits the unlawful possession, use, or distribution of alcohol and illegal drugs on TTUHSC El Paso property or as a part of any officially sponsored TTUHSC El Paso activities.

The Drug-Free Schools and Communities Act Amendments of 1989, 20 U.S.C. § 7101 et seq., as amended, require that, as a condition of receiving funds or any other form of financial assistance under any federal program, an institution of higher education must adopt and implement a program designed to prevent the unlawful possession, use, or distribution of alcohol and illegal drugs by faculty, staff, and students. In addition to meeting the requirements of the federal law, TTUHSC El Paso also intends ~~that~~ this to be part of a positive effort in alleviating alcohol abuse and other drug-related problems among members of the campus communities in all regional sites and components. Thus, the emphasis in program implementation will be on prevention, education, counseling, intervention, and treatment.

This policy is in addition to, and not in lieu of, any other TTUHSC El Paso policy. TTUHSC El Paso reserves the right to take disciplinary action against faculty, staff, residents, or students for violations under this or other applicable policies of TTUHSC El Paso.

All TTUHSC El Paso students are required to complete a drug and alcohol training program each year. Students are notified of the method to complete this training by the Office of Student Services and Student Engagement (SSSE) annually. In addition SSSE provides access to [Student Counseling](#) and Health Services. Please see <https://el Paso.ttuhs c.edu/student services> for more information and detailed schedules.

In addition, some TTUHSC El Paso students may be required to submit/~~complete tests~~[complete tests](#) or screening for the purposes of enrollment or clinical assignments:

- For those required to submit drug screening view [HSCEP OP 77.15 Working with Affiliated Entities](#) – Student Drug Screenings for additional details.
- For those required to submit criminal background checks should review [HSCEP OP 10.20 Criminal Background Checks for Students, Residents and Trainees](#).

I. Tobacco-Free Environment

According to the United States Surgeon General, tobacco use is the single largest preventable cause of premature death and disability. Tobacco users are at substantially increased risk of developing smoking-related cancers, cardiovascular disease, and lung disease. Environmental smoke can cause discomfort and disease in non-smokers. Institutions with smokers suffer from lost productivity, conflict, and plant deterioration

As a health care institution, TTUHSC El Paso is committed to the establishment and enforcement of a healthier tobacco-free environment. [HSCEP OP 10.19, Tobacco-Free Environment Policy](#), includes regulation and assessment. See also [Ambulatory Clinic Policy and Procedure EP 1.16](#) as it relates to students participating in Texas Tech Physician of El Paso ambulatory sites.

II. Code of Professional and Academic Conduct (Code)

A. General Policy

An environment in which the privileges of citizenship are protected and the obligations of citizenship are understood fosters freedom of discussion, inquiry, and expression. Accordingly, the University community has developed standards of behavior for students and student organizations.

Students and student organizations are subject to disciplinary action according to the provisions of the Code and/or any other applicable University rules or regulations.

Each student is responsible for becoming familiar with the various regulations of the University and meeting the various requirements outlined below. Written policies are described in University publications such as this Handbook and the Schools' catalogs and handbooks. Each student, in accepting admission, indicates a willingness to subscribe to and be governed by the rules and regulations of this institution, and for university officials to take such disciplinary action, including dismissal, as may be deemed appropriate for failure to abide by such rules and regulations.

Each student is responsible for their own integrity and for reporting possible violations of this Code by other students. Faculty, staff, and students shall take all reasonable steps to prevent violations and are responsible for reporting violations.

B. Disciplinary Jurisdiction

The Code of Professional and Academic Conduct shall apply to conduct that occurs on University premises, at University sponsored activities, and to off-campus conduct that adversely affects the professional and ethical standards of each school and/or the University and/or pursuit of its objectives. On a case-by-case basis the Dean and their designee of each respective School, in their sole discretion, shall determine whether the Code should be applied to conduct occurring off premises.

All students are expected to comply with the professional and ethical standards of each school which they are enrolled. Each student shall be responsible for their conduct from the time of the application for admission through the actual awarding of a degree, even though conduct may occur before classes begin or after classes end, as well as during the academic year and periods between terms of actual enrollment. The Code shall apply to persons who withdraw after alleged violation of the Code, who are not officially enrolled for a particular term but have a continuing relationship with the University, or who have been notified of their acceptance.

Academic issues, such as grading and promotion, are addressed under the respective School's policies and procedures where the student is enrolled.

C. Violation of Law and the TTUHSC El Paso Discipline

A disciplinary proceeding may be instituted against a student regardless of whether conduct allegedly violates both the criminal and/or civil law and/or this Code (that is, if multiple

violations result from the same factual situation) without regard to the pendency of civil or criminal litigation in court or criminal arrest or prosecution.

Proceedings under this Code may be carried out before, simultaneously, or following civil and/or criminal proceedings. Determinations made or sanctions imposed under the Code shall not be subject to change because criminal charges arising out of the same facts giving rise to violation of University rules were dismissed, reduced, or resolved in favor of or against the criminal and/or civil law defendant.

State law will be strictly enforced at all times on all property controlled by the University and is inclusive of all clinical and teaching sites and its components.

D. Misconduct

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

1. *Alcoholic Beverages*
 - a) The use, possession, sale, delivery or distribution of alcoholic beverages, except as expressly permitted by university policy ([HSCEP OP 10.03 Alcohol and Illegal Drugs](#)) as allowed by law.
 - b) Being under the influence of alcohol and/or intoxication except as allowed by law.
2. *Narcotics or Drugs*
 - a) Use, possession, sale, delivery or distribution of any narcotic, drug or medicine prescribed to someone else, chemical compound or other controlled substance or drug-related paraphernalia, except as expressly permitted by the laws of the State of Texas or university policy (see [HSCEP OP 10.03 Alcohol and Illegal Drugs](#)).
 - b) Being under the influence of narcotics or drugs, except as permitted by law.
 - c) The failure of a drug test, whether required by TTUHSC El Paso or any health care facility to which a student is assigned or has any type of patient care, contact or responsibility (see HSCEP OP 77.15, Working with Affiliated Entities – Student Drug Screenings).
3. *Firearms, Weapons and Explosives*
 - a) Use or possession of firearms, ammunition, explosive weapons, illegal knives, and other deadly weapons are prohibited on university property, except as specifically authorized by federal, state, or local laws.
 - b) [HSCEP OP 10.30](#) outlines regulations for the carrying of concealed handguns by licensed holders.

- c) As a health-related educational institution, TTUHSC El Paso facilitates a complex composition of activities, which include education, patient care, research, and community engagement. As such, TTUHSC El Paso campuses must accommodate the unique needs of diverse stakeholders, including patients, learners of all types, faculty, staff, contractors, and visitors. Within the context of this unique and complex composition, TTUHSC El Paso is committed to the following principles for the campus environment:
 - a. TTUHSC El Paso will comply with all necessary laws and regulatory requirements regarding safety and security on its campuses;
 - b. Within reasonable effort, TTUHSC El Paso will create an environment in which all stakeholders can conduct their business with a sense of personal and collective safety and security;
 - c. TTUHSC El Paso will communicate safety policies to stakeholders through all appropriate means.

4. *Theft or Unauthorized Use of Property*

- a) Attempted or actual theft of property of the University, students, ~~of~~ [or](#) members of the University community or campus visitors.
- b) Possession of property known to be stolen or belonging to another person without the owner's permission.
- c) Attempted or actual unauthorized use of a credit card, debit card, automated teller machine card, telephone card and/or personal check; alteration, forgery or misrepresentation of any form of identification including, but not limited to, a social security number or driver's license number.

5. *Destruction of Property*

- a) Actual or threatened damage to or destruction of university property or property of others, whether done intentionally or with reckless disregard.

6. *Endangering Health or Safety*

- a) Physical harm or threat of harm to any person.
- b) Intentional or reckless conduct or behavior which endangers the physical or mental health or safety of any person, campus visitor, or volunteer including activities that creates reasonable fear of such action;
- c) Behavior that disrupts the normal operation of the University, including its students, faculty, staff or volunteers; or conduct that otherwise interferes with or creates a hostile or intimidating environment for a member of the University community [in their](#) academic pursuits or work environment. Such

conduct does not necessarily have to be in violation of the law to violate this section.

- d) **Sexual Misconduct:** a broad term encompassing all forms of gender-based harassment or discrimination and unwelcomed behavior of a sexual nature. Conduct included that involves:
- a. Deliberate touching of another's sexual parts without consent;
 - b. Deliberate sexual invasion of another without consent; or,
 - c. Deliberate constraint or incapacitation of another, without that person's knowledge or consent, so as to put another at risk of sexual injury; see [Part V](#) Antidiscrimination and Sexual Misconduct (including Title IX).
- e) Unwelcomed sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that expressly or implicitly imposes conditions upon, threatens, interferes with, or creates an intimidating, hostile or demeaning environment for an individual's:
- a. Academic pursuits;
 - b. University employment;
 - c. Participation in activities sponsored by the University or organizations or groups related to the University; or,
 - d. Opportunities to benefit from other aspects of University life; *see* see [Part V](#). Anti-discrimination and Sexual Misconduct (including Title IX).
- f) Stalking or engaging in a pattern of unwanted conduct directed at another person that threatens or endangers the safety, physical or mental health, or life or property of that person, or creates a reasonable fear of such a threat or action. When stalking is sex- or gender based, it falls under sexual misconduct (see d above in this section and [Part V](#). Anti-discrimination and Sexual Misconduct (including Title IX).
- g) Excessive pressure, threats, or any form of conduct, coercive tactics or mind control techniques used to recruit, initiate, retain or otherwise intimidate a student for membership in an organization.
- h) Actions involving free expression activities are covered in Parts VIII and IX of this Handbook and governed by [HSCEP OP 61.07](#) Use of TTUHSCEP Premises and Amplification Equipment and HSCEP OP 61.27, Freedom of Expression.

7. *Gambling, Wagering or Bookmaking*

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

8. *Hazing*

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

- a) Any type of physical or emotional brutality, or the threat of such activity, such as whipping, beating, striking, branding, electronic shocking, placing of a harmful substance on the body or similar activity;
- b) Any type of physical activity, such as sleep deprivation, exposure to the elements, confinement in a small space, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of a student;
- c) Any activity involving consumption of a food, liquid, alcoholic beverage, liquor, drug or other substance which subjects a student to an unreasonable risk or harm, or which adversely affects the mental, physical health or safety of a student;
- d) Any activity that intimidates or threatens a student with ostracism that subjects a student to extreme mental stress, shame or humiliation, or that adversely affects the mental health or dignity of a student, or that discourages a student from entering or remaining registered at this university, or that may reasonably be expected to cause a student to leave the organization or the university rather than submit to acts described above;
- e) Any activity in which a person engages in, solicits, encourages, directs, aids or attempts to aid another, directly or indirectly, in hazing; intentionally, knowingly or recklessly permits hazing to occur; having firsthand knowledge of the planning of a specific hazing incident which has occurred; and fails to report the incident in writing to the specific School's student conduct office;
- f) Any activity in which hazing is either condoned or encouraged or actions of any officer or combination of members, pledges, associates or alumni of the organization in committing or assisting in the commission of hazing; or,
- g) Any act that is unlawful as designated by local, state, or federal government.

NOTE: See [Texas Education Code, Subchapter F, Sections 37.151-37.157 and Subchapter Z, Section 51.936](#).

9. *False Alarms or Terrorist Threats*

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

10. *Financial Irresponsibility*

Failure to meet financial obligations owed to the University, including, but not limited to, the writing of checks on accounts with insufficient funds. See also 3.c above.

11. *Unauthorized Entry, Possession or Use*

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

12. *Traffic and Parking*

- a) Violation of TTUHSC El Paso Parking and Transportation Services regulations (see [HSCEP OP 76.32 Traffic and Parking Regulations](#); or,
- b) Obstruction of the free flow of vehicle, pedestrian or other traffic on University premises.

13. *Student Recreation Regulations*

Violation of rules, which govern behavior in the student lounges, recreational activities or exercise areas.

14. *Failure to Comply with Directions/Requests of University Officials*

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

15. *Student Identification - Failure to present and appropriate use*

The failure of a student to present their student identification to any University official upon request to identify them to any University official acting in the performance of their duties. The student identification card is the property of

the university. Students shall neither allow their student identification card to be used by other persons, nor shall they alter their student identification in any way. A student must pay a replacement charge for lost, stolen or damaged student identification cards.

16. *Abuse, Misuse or Theft of University Computer Data, Programs, Time, Computer or Network Equipment*

See [HSCEP OP: 56.01](#) Acceptable Use of Information Technology Resources.

- a) Unauthorized or non-academic use of computing and/or networking resources;
- b) Unauthorized installation, accessing, copying, or removing of programs, records or data belonging to the University, another user or copyrighted software without written authorization;
- c) Attempted or actual breach of the security of another user's account and/or computing system, depriving another user of access to University computing or networking resources, compromising the privacy of another user or disrupting the intended use of computing or network resources;
- d) Attempted or actual use of the University's computing or networking resources for financial gain;
- e) Attempted or actual transport of University's programs, records or data to another person or computer without written authorization;
- f) Attempted or actual destruction or modification of programs, records or data belonging to the University or another user or destruction of the integrity of computer-based information;
- g) Attempted or actual use of the computing and/or networking facilities to interfere with the normal operation of the University's computing and/or networking systems; or through such actions, causing a waste of such resources (people, capacity, computer); or,
- h) Allowing another person, either through one's personal computer account, or by other means, to accomplish any of the above.
- i) Attempted or actual addition/modification/removal/circumventing of Institutionally- approved computer security products/processes.
- j) Participate in any computer-related activity that may cause TTUHSC El Paso to incur legal liability or loss of reputation.
- k) Violation of any policy defined in the TTUHSC El Paso IT Security Policies see <https://el Paso.ttuhsc.edu/it/policies/default.aspx>.

17. *Providing False, Misleading or Untrue Statements or Misuse of Records*

Knowingly providing to the University, or to a University official in the performance of their duties, either verbally, or through forgery, alteration or misuse of any University document, record or instrument of identification.
18. *Skateboards, Roller Blades, or Similar Devices*

Use of skateboards, roller blades, bikes, scooters, or other similar devices in University buildings or on University premises in such a manner as to constitute a safety hazard or cause damage to University or personal property or which disrupts the normal operation of the University.
19. *Student Obligation of Reporting*
 - a) A student who witnesses academic misconduct or who is approached with an offer to gain unfair advantage or commit academic misconduct is obligated to report that violation to the appropriate authority (See [Part II.D](#)). Failure to do so may result in disciplinary action. Faculty and staff are likewise responsible to report academic misconduct in accordance with [Part II.D](#).
20. *Academic Misconduct*

“Academic misconduct” involves any activity that tends to compromise the academic integrity of the University, or subvert the educational process, including, but not limited to, cheating, plagiarism, falsifying academic records, misrepresenting facts and any act designed to give unfair academic advantage to the student or the attempt to commit such an act. Examples of academic misconduct include, but are not limited to:

 - a) “Cheating” includes, but is not limited to:
 - a. Using any aid, sources and/or assistance beyond those authorized by the instructor in taking a course, laboratory, field work, quiz, test or examination; writing papers; preparing reports; solving problems; or carrying out assignments;
 - b. Failing to comply with instructions given by the person administering the test;
 - c. Using, buying, stealing, transporting or soliciting in whole or part the contents of an examination, test key, homework solution or computer program;
 - d. Seeking aid, receiving assistance from, or collaborating (collusion) with another student or individual during a course, quiz, test, examination or in conjunction with other assignments (including, but not limited to writing papers, preparing reports, solving problems or making presentations) unless specifically authorized by the instructor;

- e. Discussing the contents of an examination with another student who has yet to take the examination;
 - f. Divulging the contents of an examination, for the purpose of preserving questions for use by another, when the instructor has designated that the examination is not to be removed from the examination room, be returned to or kept by the student;
 - g. Substituting for another person, or permitting another person to substitute for oneself to take a course, test or any course-related assignment;
 - h. Paying or offering money or other valuable things to, or coercing another person to obtain an examination, test key, homework solution or computer program, or information about an examination, test key, homework solution or computer program;
 - i. Falsifying research data, laboratory reports and/or other academic work offered for credit;
 - j. Taking, keeping, misplacing or damaging the property of the University, or of another, if the student knows or reasonably should know that an unfair academic advantage would be gained by such conduct;
 - k. Possession, at any time, of current or previous test materials without the instructor's permission;
 - l. Acquisition or dissemination by any means, without written permission, of tests or other academic material belonging to a member of the University community;
 - m. Alteration of grade records;
 - n. Bribing, or attempting to bribe, a member of the University community or any other individual to alter a grade;
 - o. Falsification, fabrication, or dishonesty in reporting laboratory and/or research results;
 - p. Submitting substantially the same work to satisfy requirements for one course that has been submitted in satisfaction of requirements for another course, without specific permission of the instructor of the course for which the work is being submitted;
 - q. Possession or access to during an exam of prohibited materials, including but not limited to study/review materials, class notes, review questions, or electronic devices.
 - r.) Serving as, or enlisting the assistance of, a substitute for a student in any graded assignments;
 - s. Engaging in activities that unfairly place other students at a disadvantage, such as taking, hiding or altering resource material;
- b) "Plagiarism" includes, but is not limited to, the appropriation, buying, receiving as a gift, or obtaining by any other means another's work (such as words, ideas, expressions, illustrations, or product of another), in whole or in part, and the submission of it as one's own work offered for an academic

credit or requirement. When a student presents the works of another (published or unpublished) in their academic work, the student shall fully acknowledge the sources according to methods prescribed by their instructor.

- c) “Falsifying academic records” includes, but is not limited to, altering or assisting in the altering, of any official record of the University and/or submitting false information or omitting requested information that is required for, or related to, any academic record of the University. Academic records include, but are not limited to, applications for admission, awarding of degree, diplomas, grade reports, official and unofficial transcripts, test scores, attendance and excused absence documents, grade reports, patient records, test papers, registration materials, any official forms, documents, or items related to academic performance.
 - d) “Misrepresenting facts” to the University or an agent of the University includes, but is not limited to, providing false academic information on resumes, false information relating to absences or accommodations, providing false or misleading information in an effort to receive a postponement or an extension on a test, quiz, or other assignment for the purpose of obtaining an academic or financial benefit for oneself or another individual, or providing false or misleading information in an effort to injure another student academically or financially.
 - e) Violation of course rules as contained in the course syllabus or other information provided to the student;
21. *Violation of Published University and School Policies, Rules, or Regulations*
Violation of any published University policies, rules, or regulations that govern student or student organization behavior, including, but not limited to, applicable publications for each TTUHSC El Paso School, such as student handbooks, catalogs, professional and ethical standards and course syllabi.
22. *Violation of Federal, State, and/or Local Law*
Misconduct which constitutes a violation of any provisions of federal, state and/or local laws.
23. *Recording or distribution without knowledge.*
Using electronic or other means to make or distribute a video, audio, or photographic record of any person in a location where there is a reasonable expectation of privacy without the person’s prior knowledge, when such a recording is likely to cause injury, distress, or damage to reputation. This includes, but is not limited to, taking video, audio, or photographic records in shower/locker rooms and restrooms. The storing, sharing, and/or distributing of such unauthorized records by any means is also prohibited.

24. *Abuse of the Student Conduct Board Administrator or System*

- a) Failure by a Respondent(s) to comply with or respond to a notification to appear before the Student Conduct Board or the Student Conduct Administrator during any stage of a disciplinary proceeding. Failure to comply with or respond to a notice issued as part of a Student Conduct procedure and/or failure to appear will not prevent the Student Conduct Board from reviewing the complaint;
- b) Falsification, distortion or misrepresentation of information in Student Conduct proceedings;
- c) Disruption or interference with the orderly conduct of a Student Conduct proceeding;
- d) Filing an allegation known to be without merit or cause;
- e) Discouraging or attempting to discourage an individual's proper participation in, or use of, the Student Conduct system;
- f) Influencing or attempting to influence the impartiality of a member of the Student Conduct Board prior to and/or during its proceeding;
- g) Harm, threat of harm, or intimidation either verbally, physically or written of a member of a Student Conduct Board prior to, during and/or after its proceeding;
- h) Failure to comply with the sanction(s), condition(s) and/or restriction(s) imposed under this Code or by a Student Conduct Board;
- i) Influencing or attempting to influence another person to commit an abuse of the Student Conduct system; or,
- j) Retaliation against any person or group who files a complaint accordance with the Code of Professional and Academic Conduct or files a grievance under the applicable institutional or School grievance policy.

25. *Retaliations*

- a) Any intentional adverse action against any individual who makes and allegation, files a report, services as a witness, assists a respondent or participates in any university investigation or proceeding.

26. *Other violations*

- a) Creating or contributing to behaviors which jeopardize the relationship of the University and the greater community, including failure to comply with public health mandates.

- b) Interference with any educational process or other university sponsored activities, including disruptions in the classroom or other learning environments.
- c) Acts of fraud or attempted fraud, including but not limited to acts of fraud committed by forgery, by alternation or misuse of TTUHSC El Paso documents, records, or by other means.

E. Other Professional and Ethical School Standards

In addition to the Misconduct identified in Part II.D, each TTUHSC El Paso School publishes its professional and ethical standards. School handbooks and catalogs should be consulted for these standards; alleged violations may be referred for institutional Student Conduct review. School committees review the alleged conduct under the professionalism, ethical, and licensure requirements related to their academic discipline.

F. Student Conduct Procedure

1. *Nature of Proceedings*

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

2. *Procedural Deviations*

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

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

3. *Filing a Complaint*

- a) Any faculty, staff, or student of TTUHSC El Paso may file a complaint against a student(s) or a student organization(s) for violation(s) of the Code of Professional and Academic Conduct. When appropriate, a preliminary investigation/discussion with a supervisor (program director, chair, etc.) should be done prior to filing a complaint. If a basis for the complaint

against a student, Attachment A should be completed and delivered by the Complainant to the Student Conduct Administrator. Attachment B should be used for complaints against student organizations. A Complaint shall be submitted no later than twenty (20) business days from the date of the event or when the complainant becomes aware of the event. Complaints filed more than twenty business days after the event shall include a justification for the delay.

- b) When a Complaint is filed, the Student Conduct Administrator will provide the Respondent (Accused Student) with the Complaint form filed by the Complainant and will notify the Respondent(s) in writing that they shall appear before the Student Conduct Administrator to discuss the Complaint within five (5) business days from the date of the letter. It is recommended that the Respondent(s) meet with the Student Conduct Administrator prior to the Student Conduct Board.
- c) If the Respondent(s) agrees, the Student Conduct Administrator may conduct an administrative review to determine if the complaint may be handled prior to a formal hearing. Any administrative review decision must be in writing and agreed to by all of the parties (complainant and respondent). Such disposition shall be final and there shall be no subsequent proceedings. The Student Conduct Administrator will send a written notification of the resolution to all parties involved.
 - a. If the Respondent admits violating institutional rules and agrees to the sanctions recommended by the Student Conduct Administrator, the Student Conduct Board is not convened and sanctions imposed by the Student Conduct Administrator are final.
- d) If the Complaint is not handled administratively under Part II.F.3.c above, the Student Conduct Administrator will meet with the Respondent to determine if the Respondent(s) admits or denies violating institutional rules.
 - a. If the Respondent admits violating institutional rules, but sanctions are not agreed to, a Student Conduct Board hearing shall be conducted in accordance with Part II.F.4 but shall be limited to recommending the appropriate sanction(s) Part II.G.
 - b. If the Respondent Respondent(s)denies violating University rules, the Student Conduct Administrator refers the allegations for a hearing before the Student Conduct Board under Part II.F.4 below
- e) A Student Conduct Board hearing shall be scheduled within twenty (20) business days after the Respondent(s) has met with the Student Conduct Administrator under Part II.F.3.d. In cases in which an examination period intervenes between the time of the notice to the Respondent and the Student Conduct Board hearing date, such hearing will be held during the

first week in which classes are again in session. In the case of inclement weather, the chair of the Student Conduct Board will notify all parties of any cancellations or schedule changes.

4. *Student Conduct Board Hearings*

a) Closed Hearing

A Student Conduct Board hearing will be conducted in closed session with the complainant(s), respondent(s) or student organization representative(s), and Student Conduct Board members, and Student Conduct Administrator present. Requests for an advisor for the Respondent(s) and witnesses should be made in advance to the Student Conduct Administrator.

b) Hearing Notice

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

- a. Date, time and place for the hearing;
- b. Names of the members of the Student Conduct Board;
- c. Summary statement of the charge(s), or a copy of the complaint; and
- d. Request in writing that at least five (5) business days prior to the Student Conduct Board Hearing, the Respondent and the Complainant submit the information outlined in Part II. F.4.d below

c) Challenge

A Respondent(s) and/or Complainant may challenge in writing the impartiality of any member of the Student Conduct Board up to three (3) business days after receiving the Hearing Notice by submitting their reasons for the challenge to the Student Conduct Administrator.

Any member of the Student Conduct Board whose participation is challenged shall be required to establish to the Student Conduct Board Administrator or his or her designee that the member can serve with fairness and objectivity. If the member cannot establish his or her fairness and objectivity to the satisfaction of the Student Conduct Board Administrator, the member in question shall be removed and a substitute will be appointed by the Student Conduct Administrator. If such member is removed the Student Conduct Administrator, may in his or her sole discretion choose to reschedule the hearing.

d) Evidence Submission

At least ten (10) business days prior to the date scheduled for the Student Conduct Board hearing, the Complainant and the Respondent(s) must submit to the Chair of the Student Conduct Board the following information, if applicable. Requests for extensions or late submission to file information/evidence with the Student Conduct Board shall be submitted to the Chair of the Student Conduct Board for approval.

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

e) Evidence Exchange

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

f) Separate or Joint Hearings

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

g) Recordings

The University shall record all Student Conduct Board hearings. No recording will be made of the Board's discussion or deliberations. The record is University property. Pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, the student will be allowed to review, but not to copy, the hearing record. 34 C.F.R. § 99.10 (2003). Neither the Complainant, the Respondent(s) nor any witnesses are permitted to make any independent record of the proceedings.

h) Hearing Attendance

The Complainant, Respondent(s) and their respective advisor, if any, shall be allowed to attend the portion of the Student Conduct Board Hearing at which information is received, excluding deliberations.

i) Advisors

The advisor must be a faculty, staff, or student of TTUHSC El Paso. However, a Respondent(s) may be allowed to have an attorney serve as his or her advisor, at his or her own expense, to participate only in the same manner as any other advisor. If an advisor for the Respondent(s) is an attorney, an attorney from the Office of General Counsel may attend the Student Conduct Board Hearing on behalf of the University. TTUHSC El Paso will provide legal counsel for the Student Conduct Board as the Student Conduct Board Chair deems it necessary.

An advisor may confer with and advise the respondent(s) but may not advocate for the student in a hearing. The Complainant and/or the Respondent(s) is responsible for presenting his or her own information. A student should select as an advisor a person whose schedule allows attendance at the scheduled date and time for the Student Conduct Board hearing, as delays will not be allowed due to the scheduling conflicts of an advisor, except at the discretion of the Chair upon written request five (5) business days in advance of the date scheduled for the Student Conduct Board Hearing.

j) Witnesses

Members of the Student Conduct Board may question all witnesses, followed by the parties. Questioning by the Complainant and the Respondent(s) may be limited in the sole discretion of the Chair of the Student Conduct Board for such issues as preserving the civility of the hearing, avoiding redundant and irrelevant questioning, and/or providing for the efficient administration of the Hearing. Witnesses are permitted to attend the Student Conduct Board Hearing only during the time they are providing testimony, they are being questioned by the complainant, the accused or the committee unless the Student Conduct Board Chair, in their sole discretion determines otherwise.

a. Parties' Witnesses

The Complainant and the Respondent(s) may arrange for witnesses to present pertinent information to the Student Conduct Board. The Complainant and the Respondent(s) are responsible for arranging for the voluntary attendance of his or her own witnesses.

b. Board Witnesses

In its sole discretion, the Student Conduct Board may call other witnesses not identified by the Respondent(s) or the Complainant. If prior to the hearing the Student Conduct Board anticipates calling additional witnesses, the Board shall notify the Chair of the Student Conduct Board. The Chair of the Student Conduct Board will then arrange for the voluntary attendance of the witnesses identified by

the Student Conduct Board. The Chair of the Student Conduct Board shall notify the Respondent(s) and the Complainant of the additional witnesses. If any witness called by the Student Conduct Board intends to present written information to the Board, the Chair of the Student Conduct Board is responsible for forwarding such information to the Complainant, the Respondent(s) and the Student Conduct Board prior to the Hearing. No Board members shall have communication with any witnesses, except in the hearing with the Respondent(s) and Complainant present.

k) Procedural Questions

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

l) Deliberations

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

m) Failure to Appear

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

n) Findings, Recommendations and Rationale

The Chair is responsible to prepare the Student Conduct Board's Findings, Recommendations and Rationale in writing. If the Findings, Recommendations and Rationale are not unanimous, opinion(s) may be written by those who differ with the Majority's report. The Chair will

forward the Findings, Recommendations and Rationale, including differing opinion(s), within five (5) business days to the Assistant Vice President for SSSE for review.

o) Review of Findings and Recommendations

The Assistant Vice President for SSSE will review the Findings and Recommendations of the record from the Student Conduct Hearing, recording and supporting documents, and transmit the final outcome in writing within five (5) business days from receipt to the Respondent(s), the Complainant and the Chair of the Student Conduct Board.

p) Appeal

Within five (5) business days of receipt of the decision of the Student Conduct Board, if either party believes that the due process procedures have been violated, an appeal may be made, in writing, to the Vice President for Academic Affairs (VPAA). The VPAA will review the case and notify all parties of their decision within ten business days. If a written appeal is not submitted within ten business days following receipt of the Student Conduct Board decision letter, the right to appeal is thereby waived and said decision is final.

The Respondent(s) or Complainant may only raise, and the VPAA shall only consider, the following:

- a. Whether a procedural deviation occurred that substantially affected the outcome of the case;
- b. Whether there is new information sufficient to alter the Findings or other relevant facts not available or mentioned in the original hearing, because such information and/or facts were not known to the person appealing at the time of the original Student Conduct Board hearing.
- c. The VPAA will review the Findings and Recommendations and, at their sole discretion, the record from the Student Conduct Board hearing and supporting documents, and transmit their decision in writing to the Respondent(s), the Complainant, the Student Conduct Administrator, the Chair of the Student Conduct Board, and the Assistant Vice President of SSSE. The VPAA's decision shall be final.

G. Sanctions

Any student found to have engaged in misconduct may be assigned sanction(s). The sanctions are designed to educate students in critical reflection of their choices, as well as educate and develop students through a process of accountability that promotes integrity, responsibility, growth and a culture of care.

Sanctions which may be recommended by the Student Conduct Board, and imposed by the Assistant Vice President for SSSE, upon any student found to have violated this Code of Professional and Academic Conduct include, but are not limited to, the following:

1. *Student Sanctions*

a) Failing Grade or Cancellation of Credit

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

b) Censure

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

c) Probation

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

d) Professional Growth Plan

Development of goals, timelines, interventions and requirements for improved behavior and interactions with faculty, staff, students and patients. Details related to consequences if plan is not followed.

e) Loss of Privileges

Denial of specified privileges for a designated period of time.

f) Restitution

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

g) Educational Requirements

Assignments may be made at the discretion of the Student Conduct Board, such as work assignments, essays, training, and community service to the University.

h) Suspension

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

disciplinary suspension, notice is placed in the student's permanent file see [77.05 Student Leaves of Absence and Suspensions.](#))

i) Institutional Dismissal

Student Conduct Board decisions of dismissal of the student from the institution without the option to apply for readmission to any School in the University. The student's transcript will include a notation of dismissal for non-academic and non-financial reasons and the date of the action or appeal decision.

j) Contact Restrictions

Compliance with orders or no contact that limited access in time and space to TTUHSC EP areas, digital environments or forms of contact with particular persons or groups.

k) Revocation of Admission

Admission to the University may be revoked for fraud, misrepresentation or other violations of University standards.

l) Revocation of Degree

A degree awarded by the University may be revoked for fraud, misrepresentation or other serious violations committed by a student prior to graduation.

m) Withholding Degree

The University may withhold awarding a degree otherwise earned until the completion of the process set forth in a Student Conduct Board or Student Conduct Administer decision.

n) Multiple Sanctions

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

o) Not eligible for re-enrollment

The Student Conduct Board will specify whether the student is eligible for re-enrollment.

p) Suspension of Rights or Privileges

Including but not limited to suspension of participation in co-curricular or extra-curricular activities or access to specific campus spaces.

q) Other Sanctions

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

Other than dismissal from the University or revocation of a degree, Student Conduct Board decisions shall not be made part of the student's permanent education record, but shall become part of the student's disciplinary record which is maintained in the TTUHSC El Paso Student Services and Student Engagement office. Where professionalism matters are involved, a copy of a Student Conduct Board decision may be maintained in the disciplinary file of the respective school.

NOTE: State law mandates that the student's transcript a) may be withheld pending investigation and b) include a notation regarding ineligibility to return due to disciplinary processes (e.g. withdrawal, dismissal, suspension): See TX HB 49 and 1734 (2019).

2. *Student Organization Sanctions*

The following sanctions may be imposed upon registered student organizations and/or members thereof:

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

H. Interpretation and Revision

1. *General Policy*

- a) Any question of interpretation or application of this Code shall be referred to the Student Conduct Administrator or his or her designee for final determination.
- b) The Code of Professional and Academic Conduct Review Committee (Review Committee) shall conduct an annual review of the Code and make recommendations to the Academic Council, Vice President for Academic Affairs and President regarding omission, clarifications, constructive changes and other matters relevant to the interpretation and operation of the Code. The Review Committee is composed of the Assistant Vice President for Student Services and Student Engagement (SSSE), the Student Conduct Administrator (if different than the AVP), SSSE Conduct Investigator, General Counsel, Vice President of Academic Affairs or his/her designee.

2. *Definitions*

- a) “Business day” means a day in which the University normally carries on business or business operations, but excludes weekends and official University holidays.
- b) “Complainant” means a member of the University community who submits a Complaint alleging that a student or student organization violated the Code of Professional and Academic Conduct. When a student believes that he or she has been a victim of another student’s misconduct, the student who believes that he or she has been a victim will have the same rights under the Code as are provided to the Complainant, even if the victim is not acting as a Complainant.
- c) “Complaint of Misconduct” or “Complaint” means a formal, written charge against a student(s) or student organization(s) alleging violation(s) of the Code of Professional and Academic Conduct or other published rule, policy, standard or guideline applicable to students at the university.
- d) “Hold” means the indicator placed on a student’s official academic record which prevents registration, financial aid, university services, and/or the issuance of an unofficial and/or official transcript until the student meets the requirements of the University office placing the hold, as described in this Handbook and/or in School’s catalogs or handbooks.
- e) “Member of the University community” means any person who is a campus visitor, volunteer including high school students, enrolled student, faculty or staff member, University official, any other person employed by the University.
- f) “Registered student organization” means any number of students who have complied with the formal requirements for University registration.
- g) “Respondent” means any student accused of violating the TTUHSC El Paso Code of Professional and Academic Conduct set forth in Part II of this Handbook. This term may also may refer to a registered student organization.
- h) “Student” means any person enrolled in a degree program and/or for credit courses at the University. In addition, persons who withdraw or who are on a leave of absence (approved interruption of continuous enrollment) but have a continuing relationship with the University are considered to be students. Individuals who have been accepted for admission are also considered students under this Handbook.
- i) “Student Conduct Administrator” means a TTUHSC El Paso official authorized by the Assistant Vice President for Student Services and Student Engagement (SSSE) to receive complaints and administer the procedures

outlined herein. The Student Conduct Administrator will provide technical assistance and support to the Student Conduct Board and may be present at the Student Conduct Board Hearing, but will not be present during the Board's deliberations.

- j) "Student Conduct Board Hearing" or "Hearing" refers to an administrative process whereby a student contests the facts upon which charges of inappropriate conduct, violations of the Code of Professional and Academic Conduct and/or sanctions resulting from an alleged violation(s) are based.
- k) "Student Handbook" or "Handbook" means the TTUHSC El Paso Institutional Student Handbook. Schools also have "Handbooks" that are labeled specifically with the School title in front of "Handbook".
- l) "University" means TTUHSC El Paso (inclusive of all teaching and clinical sites and their components).
- m) "University official" means any person employed by Texas Tech University System, Texas Tech University or TTTHSC El Paso, while performing their assigned administrative or professional responsibilities.
- n) "University premises" includes all land, buildings, facilities, and other resources owned, leased, managed or operated by the University (including adjacent streets and sidewalks).

III. Withdrawal of Consent to Be In Attendance or Present On University Premises

A. Recommendation to Withdraw Consent during Periods of Disruption

1. *Periods of Disruption Defined*

The term "period of disruption" is any period in which it reasonably appears that there is any of the following (Texas Education Code § [51.231](#)):

- a) Threat(s) of destruction to University premises;
- b) Threat(s) of physical or emotional injury to human life on University premises; or,
- c) Threat(s) of willful disruption of the orderly operation of the University.

2. *Withdrawal of Consent*

During periods of disruption, the Assistant Vice President for SSSE or designee may recommend to the Vice President of Academic Affairs that prior to a Student Conduct Board hearing, and in accordance with Texas Education Code § [51.233](#), a student have their consent to be in attendance at the University or on University premises be withdrawn when there is reasonable cause to believe that the student has willfully disrupted the orderly operation of University

premises and that his/her presence on University premises will constitute a substantial and material threat to the orderly operation of the University premises.

3. *Terms of Withdrawal*

Withdrawal of Consent shall not be longer than fourteen (14) days from the date on which consent was initially withdrawn.

Withdrawal of Consent is specifically provided by state statute (Texas Education Code § 51.233, et seq.). The provisions of Part III do not affect the power of the University to suspend or dismiss any student at the University in accordance with the procedures set forth in Part II of this Handbook. If a person is alleged to have violated the Code of Professional and Academic Conduct, and Withdrawal of Consent also occurs, the procedures set forth in Parts II and III may occur concurrently.

B. Concurrence by Vice President of Academic Affairs required notifications

1. *Written notice*

Withdrawal of consent must be made in writing. The written notice must contain all of the following (pursuant to [Texas Education Code § 51.234](#)):

2. *Notice requirements*

- a) That consent to remain on the campus has been withdrawn and the number of days for which consent has been withdrawn, not to exceed fourteen (14);
- b) Name and job title of the person withdrawing consent, along with an address where the person withdrawing consent can be contacted during regular working hours;
- c) Brief statement of the activity or activities resulting in the Withdrawal of Consent; and,
- d) Notification that the student is entitled to a hearing on the withdrawal not later than three (3) days from the date of receipt by the Assistant Vice President for SSSE of a request for hearing from the person.
- e) See Texas Education Code § [51.233\(a\)](#), [51.234](#) & [21.5235](#)

3. *Notification of the President or designee*

- a) Whenever consent is withdrawn by any authorized officer or employee other than the VPAA, the officer or employee shall submit a written report to the VPAA within 24 hours, unless the authorized officer or employee has reinstated consent for the person to remain on the

campus. The report must contain all of the following (pursuant to [Texas Education Code § 51.235](#)):

- a. Description of the student, including, if available, the student's name, address, and phone number; and,
- b. Statement of the facts giving rise to the Withdrawal of Consent.

C. Confirmation of the President or Designee

1. *Confirmation*

If the VPAA or his/her designee upon reviewing the written report described above finds that there was reasonable cause to believe that the student has willfully disrupted the orderly operation of the University or University premises, and that his presence on University premises will constitute a substantial and material threat to the orderly operation of the campus or facility, he/she may enter written confirmation upon the report of the action taken by the officer or employee [Texas Education Code §51.236 \(b\)](#).

2. *No Confirmation*

If the VPAA or his/her designee does not confirm the action taken by the officer or employee within 24 hours after the time that consent was withdrawn, the Withdrawal of Consent shall be deemed void and of no force or effect, except that any arrest made during the period shall not for this reason be deemed not to have been made for probable cause.

D. Hearing for withdrawal of consent

1. *Request by student*

The student from whom consent to remain on campus has been withdrawn may submit a written request for a hearing to the VPAA or designee, within the fourteen (14) day period of withdrawal. The written request must state the address to which notice of hearing is to be sent.

2. *Hearing Procedures*

The student shall be entitled to the following procedures in accordance with the Texas Education Code, Sections 51.234 and 51.243.

a) *Hearing Notice*

Upon receipt of the request for hearing, the VPAA or designee shall grant the request and immediately mail a written notice of the time, place, and date of the hearing, along with pertinent records, exhibits and written statements to the student. A hearing will be conducted no later than three (3) days from the date that the VPAA or designee receives the request for hearing. The Hearing Committee will be appointed by the VPAA or designee

and will be comprised of members from the respective schools other than the accused and individual issuing notice. Pursuant to Texas Education Code § 51.243 Required Hearing Procedures will be followed.

b) Representation

The student may be advised by counsel. The University will be represented by the Office of General Counsel.

c) Witnesses

The student, as well as the party who recommended consent be withdrawn, have the right to call and question witnesses and to cross-examine witnesses at the hearing. Members of the Hearing Committee may also question the witnesses. Witnesses are permitted to attend the Hearing only when they are providing information, unless the Hearing Committee, in its sole discretion, allows otherwise. The student shall be advised of the content of the statements, and the names of the persons who made them, at the hearing.

d) Evidence

All matters upon which the decision to withdraw consent may be based shall be introduced into evidence at the hearing. The decision to withdraw consent shall be based solely on the evidence presented at the hearing. At least one (1) day prior the date scheduled for the Hearing, the parties must submit to the Chair of the Hearing Committee the following information, if applicable:

- a. All pertinent records, exhibits and written statements (including Impact or Position Statements);
- b. A list of witnesses, if any, who will be speaking on behalf of the Accused Student or Complainant, including a brief summary of the information to be given by each; and,
- c. The name of the advisor, if any, who may be present in an advisory capacity at the hearing. See Part [II.F.4.i](#).

e) Procedural Questions

All procedural questions are subject to the final decision of the chair.

f) Recordings

University shall record all Hearings. No recording will occur when the Hearing Committee is in discussion or deliberation. Deliberations shall not be recorded. The record is University property.

g) Appeal to the President

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

E. Entering or remaining on campus after withdrawal of consent

Any person who has been notified by an administrative officer of TTUHSC El Paso or employee designated by the VPAA to maintain order on the campus or facility, that consent to remain on the campus or facility has been withdrawn pursuant to Section 51.233, who has not had consent reinstated, and who willfully and knowingly enters or remains upon the campus or facility during the period for which consent has been withdrawn, is guilty of a misdemeanor, and is subject to punishment as set out in Texas Education Code § 51.244.

This section does not apply to any person who enters or remains on the campus or facility for the sole purpose of applying to the administrative officer or authorized officer or employee for the reinstatement of consent or for the sole purpose of attending a hearing on the withdrawal.

F. Reinstatement of Consent to Remain on Campus

The VPAA or designee shall reinstate consent whenever they have reason to believe that the presence of the person from whom consent was withdrawn will not constitute a substantial and material threat to the orderly operation of the campus or facility.

IV. Student Complaint or Grievance Policies and Procedures

The following section summarizes TTUHSC El Paso's student complaint or grievance policies and procedures, *other than those listed in Part V of this Institutional Student Handbook* (e.g. Title IX and discrimination). Links to specific policies and procedures are provided on the Student Services and Student Engagement web page.

It is the policy of the Texas Tech University Health Sciences Center El Paso to affirm the right of its students to a prompt and fair resolution of a complaint or grievance involving allegations of inappropriate behavior by other TTUHSC El Paso students or by TTUHSC El Paso personnel toward students.

A. General or Academic Misconduct of another Student

Policies and procedures governing complaints regarding the general or academic misconduct of students are defined in the Code of Professional and Academic Conduct (Code), which is published as [Part II](#) of this handbook. Students, faculty, and staff are all encouraged to report violations of the Student Code in accordance with the Disciplinary Procedures outlined in the Student Code.

B. General Misconduct of a faculty or staff member toward a student

1. *Framework*

TTUHSC El Paso strives to provide an educational environment that is safe, equitable, and hospitable so that students across all schools have the opportunity to succeed in their academic programs. TTUHSC El Paso has a zero tolerance policy for student mistreatment by faculty and staff. Student mistreatment, intentional or unintentional, occurs when behavior shows disrespect for the dignity of others and interferes with the learning process. Examples of unacceptable student mistreatment at TTUHSC El Paso include, but are not limited to:

- a. Disparaging or demeaning comments about an individual or group;
- b. Loss of personal civility including shouting, displays of temper, public or private abuse, belittling, or humiliation;
- c. Use of grading or other forms of evaluation in a punitive or retaliatory manner;
- d. Sending students on inappropriate errands.

Sexual harassment and assault, as well as discrimination and harassment based on race, color, religion, or sexual orientation are also forms of student mistreatment. The processes and procedures of such discrimination are found under [Section V. C](#), of this handbook.

The Student Mistreatment Policy does not cover appeals of academic grades, academic progression, or disciplinary action against a student at the school and institutional

levels. Students should refer to the appropriate school and institutional academic and conduct policies and procedures through their school if they have any complaints.

A grievance involving perceived mistreatment may be resolved in an informal or a formal manner.

2. *Informal Grievance Resolution Process:*

A student pursuing an informal, non-academic grievance resolution must contact their school's Associate Dean/Director for Student Affairs, in writing, within twenty (20) business days of the alleged incident. The written informal complaint must include a short description of the alleged incident, the expressed desire to handle the issue informally, and the date it occurred. If the grievance involves staff, faculty, student(s) from the broader TTUHSC El Paso community, the Associate Dean for Student Affairs will refer the informal grievance to the Vice President for Academic Affairs. The Assistant/Associate Dean for Student Affairs will assist the student in the informal resolution of the grievance, to be completed within twenty (20) days from receipt of the student's written grievance. If an informal resolution is not achieved, the aggrieved student has an additional five (5) business days to file a formal written grievance in accordance with procedures described in Section IV.B.3.a and IV.B.3.b.

3. *Formal Grievance Resolution Process*¹:

a. Nonacademic grievance within school

To file a formal, non-academic grievance within a specific TTUHSC El Paso school the student must first contact the school's Associate Dean/Director for Student Affairs for a review of applicable policies and procedures. If the allegation is one of sexual harassment/assault or gender-based discrimination, the Associate Dean/Director for Student Affairs will engage TTUHSC El Paso's Title IX Director (see part V. Anti-Discrimination and Sexual Misconduct Policies and Procedures).

The student must submit a formal written grievance with the school-level Associate Dean/Director for Student Affairs within twenty (20) business days from the alleged incident. The formal grievance must include a detailed description of the incident, the underlying reason for filing the formal grievance, and a proposed resolution, if possible.

Copies of the written grievance will be made available to named parties and the appropriate advocacy/supervisory authorities. The Associate Dean/Director for Student Affairs may, at their discretion, hold discussions with or without the involved/accused individual(s) to hear and resolve the grievance, schedule a meeting between the student(s) and the involved/accused individual(s) and/or involve other parties in facilitating a resolution of the grievance. The Associate Dean/Director for Student Affairs has twenty (20) business days from receipt of the

¹ Section IV. 2. Formal Grievance Resolution Process was modified to separate nonacademic grievances within school versus those encompassing the broader TTUHSC El Paso campus community. Changes were made to provide greater clarification of complaint process and appeal procedures. Effective December 27, 2022.

formal written grievance to resolve the case and provide the aggrieved student(s) a written summary of resolution.

If the aggrieved student(s) is dissatisfied with the resolution, they may file a formal written appeal with the School's Dean within five (5) business days of the decision. The decision of the School Dean is final. The School Dean has twenty (20) business days to provide a written decision to the student(s) and to the School's Associate Dean/Director for Student Affairs.

The Dean's decision regarding the merits of the grievance and its resolution are final. If the student alleges that institutional policies were not followed, the student may appeal at the institutional level only if the student claims they were not afforded due process.

Appeals on the basis of procedural violations must be submitted to the to the Vice President for Academic Affairs (VPAA), or designee, within five (5) business days of receipt of the Dean's decision pertaining to the non-academic grievance. The VPAA's appeal response is final.

b. Nonacademic Grievance involving the broader TTUHSC El Paso community

To file a formal, nonacademic grievance involving staff, faculty or students(s) from the broader TTUHSC El Paso community, the student(s) must first consult their school's Associate Dean/Director for Student Affairs for a review of applicable policies and procedures. If the allegation is one of sexual harassment/assault or gender-based discrimination, the Associate Dean/Director for Student Affairs will engage TTUHSC El Paso's Title IX Director (see part V. Anti-Discrimination and Sexual Misconduct Policies and Procedures).

The student must submit a formal written grievance with the Vice President of Academic Affairs within twenty (20) business days from the alleged incident. The formal grievance must include a detailed description of the incident, the underlying reason for filing the formal grievance, and a proposed resolution, if possible.

Copies of the written grievance will be made available to named parties and the appropriate advocacy/supervisory authorities. The Vice President of Academic Affairs (VPAA) may, at their discretion, hold discussions with or without the involved/accused individual(s) to hear and resolve the grievance, schedule a meeting between the student(s) and the involved/accused individual(s) and/or involve other parties in facilitating a resolution of the grievance. The VPAA has twenty (20) business days from receipt of the formal written grievance to resolve

the case and provide the aggrieved student(s) a written summary of resolution.

The VPAA's decision regarding the merits of the grievance and its resolution are final. If the student alleges that institutional policies were not followed, the student may appeal only if the student claims they were not afforded due process.

Appeals on the basis of procedural violations must be submitted to the TTUHSC El Paso President or designee, within five (5) business days of receipt of the VPAA's decision pertaining to the non-academic grievance. The TTUHSC El Paso President's response is final.

C. Discrimination

This handbook identifies several policies intended to ensure the fair and equitable treatment of all members of the university community. The processes for filing complaints are detailed in the [TTUHSC El Paso Operating Policies and Procedures](#). The following list identifies key institutional policies governing complaints regarding discrimination:

[HSCEP OP 51.01](#) Equal Employment Opportunity Policy and Affirmative Action Program

[HSCEP OP 51.02](#) Non-Discrimination and Anti-Harassment Policy and Complaint Procedure

[HSCEP OP 51.03](#) Sexual Misconduct

[HSCEP OP 51.04](#) Access for Individuals with Disabilities

Information related to Anti-Discrimination and Sexual Misconduct Policy and Procedures (including Title IX) is detailed in [Section V](#) of this handbook and is developed in conjunction with Texas Tech University [System Regulation 07.10 Non-Discrimination and Anti-Harassment Policy and Complaint Procedure](#), [HSCEP OP 51.02](#), Texas Tech University [System Regulation 07.06 Sexual Misconduct](#), and [HSCEP OP 51.03](#)

D. Student Records

For details associated with filing complaints related to student records, see [HSCEP OP 77.13 Student Education Records](#)

E. TTUHSC El Paso Employment

Information about employment grievances for students who are employed at TTUHSC El Paso is provided in [HSCEP OP 70.10](#), Non-faculty Employee Complaint and Grievance Procedures. This policy covers complaints concerning issues pertaining to wages, hours, working conditions, performance evaluations, merit raises, job promotions, job assignments, or similar matters involving management decisions concerning the employee.

F. Grades and Grading

The processing of formal grade appeal procedures is the responsibility of the school that administers the course. Relevant school policies are included in their catalogs and handbooks.

- [Hunt School of Nursing](#): Academic Grade Challenges/Appeals
- [Francis Graduate School of Biomedical Sciences](#): Grade Appeals
- [Foster School of Medicine](#): Challenging Student Records or Grades
- [Hunt School of Dental Medicine](#)

G. Digital Citizenship Guidelines

TTUHSC El Paso defines digital citizenship as, the use of critical thinking and ethical choices and the recognition of the rights and responsibility related to living, learning and working in an interconnected community. Digital content must be considered through the impact on oneself, others, and one's community of what one sees, says, and produces with media, devices, and technology. The International Society for Technology in Education (ISTE) outlines the following as indicators of digital citizens:

- a) Students cultivate and manage their digital identity and reputation and are aware of the permanence of their actions in the digital world.
- b) Students engage in positive, safe, legal and ethical behavior when using technology, including social interactions online or when using networked devices.
- c) Students demonstrate an understanding of and respect for the rights and obligations of using and sharing intellectual property.

Students manage their personal data to maintain digital privacy and security and are aware of data-collection technology used to track their navigation online.

Students who feel that they have been harassed in a digital environment from a faculty, staff or student member may file a grievance as defined by the Code. Forms of harassment are defined by Texas Penal Code – Penal § 42.07 where a person acts with the intent to harass, annoy, alarm, abuse, torment, or embarrass another person via electronic communications.

H. Other Types of Mistreatment

Students who feel that they have been mistreated in a manner that is not directly addressed by any of the specific policies identified above are encouraged to refer to the policies and procedures governing student complaints, grievances, and appeals within their school. Relevant school policies include the following:

- [Hunt School of Nursing](#): Academic Grade Challenges/Appeals and Complaint or Grievance Resolution (Non-Grade Related)
- [Francis Graduate School of Biomedical Sciences](#): Procedure for Grade and Non-Grade Complaints
- [Foster School of Medicine](#): Appropriate Treatment of Medical Students; Student – Faculty Dispute Resolution Policy; Student-Student Dispute Resolution Policy
- [Hunt School of Dental Medicine](#)

Students should process their complaints or appeals through the appropriate channels. Procedures are delineated in the policies identified above. Students are required to bring their concerns to the designated student affairs officer of their school. The student affairs officer in each school is as follows:

- Hunt School of Nursing: Associate Dean for Academic Programs
- Francis Graduate School of Biomedical Sciences: Dean
- Foster School of Medicine in El Paso: Associate Dean for Student Affairs
- Hunt School of Dental Medicine: Associate Dean for Student Affairs

The deans of the schools have final authority in resolving disputes related to academic issues, such as grading and promotion, and in non-academic issues involving the school's faculty and staff.

Every effort should be made to resolve complaints against faculty and other school personnel at the school level. If the complaint is about personnel or services at the institutional level, the student is advised to contact the TTUHSC El Paso Office of Student Services and Student Engagement (SSSE) in accordance with the following institutional-level student complaint procedures.

I. Other Institutional-Level Student Complaint Procedures

The procedures defined below apply to student complaints that fall outside the scope of other institutional and school-based policies and procedures governing specific types of student complaints, including, for example, *student complaints against staff members or TTUHSC El Paso administrators employed at the institutional level* (outside of Title IX). The TTUHSC El Paso Office of Student Services and Student Engagement will administer this institutional policy and will insure that due process is afforded to all concerned.

1. *Early Resolution*

Prior to contacting the TTUHSC El Paso Office of Student Services and Student Engagement (SSSE), the student shall attempt to resolve the issue with the individual(s) involved. If the student is not satisfied with the outcome after meeting with the individual or does not feel comfortable talking to the administrator or staff member involved, the student may contact the Assistant

Vice President for SSSE. The student shall address the issue and initiate action under this policy within twenty (20) days of the event-giving rise to the complaint.

The Assistant Vice President for SSSE or designee may counsel the student to discuss the issue with the involved administrator or staff member. If the student does not feel comfortable talking to the person involved, the Assistant Vice President for SSSE or designee will investigate the complaint, attempt to reconcile differences, and propose a solution. The Assistant Vice President for SSSE or designee will provide a written statement of his or her recommendation to all parties within ten (10) business days following the initial receipt of the student's report of the complaint. All involved parties will then have ten business days to respond. Every effort should be made to resolve the issue without going beyond this level.

(If the complaint is against the Assistant Vice President for SSSE, the student should meet with the Vice President for Academic Affairs, who will follow the procedures outlined here.)

2. *Filing a hearing request*

If the student is not satisfied with the recommendation of the Assistant Vice President Student Services and Student Engagement (SSSE) or designee, they may file a request for a hearing by submitting a written complaint to the Assistant Vice President SSSE.

- a) The hearing request must include a specific statement of the student's complaint, an explanation of what remedy the student seeks, and a copy of the Assistant Vice President for SSSEs' or designee recommended resolution.
- b) If the student files a request for a hearing, a Student Hearing Committee as defined below must convene within 15 business days.

3. *Hearing Procedure*

Upon receipt of a written request for a hearing, the Assistant Vice President for Student Services and Student Engagement (SSSE) or designee will appoint a Hearing Committee according to the following procedure:

- a) Each party will propose in writing a list of four TTUHSC El Paso faculty, staff, and/or students to serve on the Hearing Committee. The Assistant Vice President for SSSE or designee will contact one person from each list in order of the submitting party's preference to determine the person's willingness to serve. Through this process, one person will be selected from each list. The two people selected will then select a third member (a TTUHSC El Paso faculty or staff member) and these individuals will comprise

the Hearing Committee. This group will select a chair from among themselves.

- b) The Assistant Vice President for SSSE or designee will provide technical assistance and support to this committee.
- c) As soon as the hearing is scheduled, the chair of the Hearing Committee will send a written notice to all involved parties. The notice will specify the time, place, and nature of the hearing, plus a brief description of the complaint. The notice will also confirm the right of all involved parties to present witnesses and evidence and to be accompanied by counsel for advisory purposes only.
- d) At least five days prior to the hearing, all parties will provide to the chair of the Hearing Committee and the Assistant Vice President for SSSE or designee a list of the names of any witnesses or counsel who will attend the hearing in addition to any evidence that will be offered. If the student will be advised by counsel, the University may be represented by the Office of General Counsel. The student and the involved individuals(s) shall have access to all information to be considered by the Hearing Committee, including the names of all persons giving evidence.
- e) The student and the involved parties shall attend the hearing and be offered an opportunity to state their positions and present testimony and other evidence relevant to the case. The responsibility of establishing the validity of the complaint rests with the student.
- f) The Hearing Committee chair shall keep a recording of the hearing, which shall include date, time, and location of the hearing, names of those present, and any evidence introduced (e.g., records, written testimony, duplicated materials). Deliberations will not be recorded.

4. *Committee Decision*

After completion of the hearing, the Hearing Committee shall meet in closed session and prepare a written decision. Copies of the Hearing Committee chair's report shall be forwarded to the involved parties within five business days.

5. *Appeal*

Within ten business days of receipt of the decision of the Hearing Committee, if either party believes that the due process procedures have been violated, an appeal may be made, in writing, to the Vice President for Academic Affairs (VPAA).

The VPAA will review the case and notify all parties of their decision within ten business days.

If a written appeal is not submitted within ten business days following receipt of the Hearing Committee decision letter, the right to appeal is thereby waived and said decision is final.

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

- a) A procedural deviation occurred that substantially affected the outcome of the case;
- b) There is new information sufficient to alter the Findings or other relevant facts not available or mentioned in the original hearing, because such information and/or facts were not known to the person appealing at the time of the original hearing.

The VPAA will review the Findings and Recommendations and, at his or her sole discretion, the record from the Hearing Committee and supporting documents, and transmit his or her decision in writing to the Complainant, the Hearing Committee chair, and the Assistant Vice President for SSSE. The VPAA's decision shall be final.

The VPAA will review the Hearing Committee decision and render a decision within five business days. The decision of the Vice President for Academic Affairs is final.

V. Anti-Discrimination and Sexual Misconduct Policy and Procedures (Including Title IX)

The University is committed to providing and strengthening an educational, working, and living environment where students, faculty, staff, and visitors are free from sex discrimination of any kind. The University prohibits discrimination based on sex, which includes pregnancy, sexual orientation, gender identity, gender expression, and other types of Sexual Misconduct. Sexual Misconduct is a broad term encompassing all forms of gender-based harassment or discrimination and unwelcome behavior of a sexual nature, Sexual Harassment, Sexual Assault, Sexual Exploitation, Stalking, Public Indecency, Interpersonal (Dating, Domestic, or Family) Violence, Dating Violence, Sexual Violence, and any other misconduct based on sex. Discriminatory behavior is prohibited regardless of the manner in which it is exhibited, whether verbally, in writing, by actions, or electronically conveyed.

A. Introduction

This provides information regarding the University's response and prevention efforts related to sex discrimination and Sexual Misconduct. In conjunction with Texas Tech University [System Regulation 07.10 Non-Discrimination and Anti-Harassment Policy and Complaint Procedure](#), TTUHSC El Paso [OP 51.02](#), Texas Tech University [System Regulation 07.06 Sexual Misconduct](#), and TTUHSC El Paso [OP 51.03](#), the policies set forth here apply to all members of the University Community, provide students with their rights and options, and also explain how the University will proceed once it is made aware of allegations of prohibited conduct in keeping with the University's values and in order to meet the legal obligations of Title IX, the Violence Against Women Act (VAWA), the Campus Sexual Violence Elimination Act (SaVE), the Clery Act, Texas Education Code, 34 CFR Part 106, and other applicable law.

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

B. Non-Discrimination and Anti-Harassment Policy

The University does not tolerate discrimination or harassment based on or related to sex (including pregnancy), race, color, religion, national origin, age, disability, genetic information, protected veteran status, genetic information, sexual orientation, gender identity, gender expression, or other protected categories, classes, or characteristics. Texas Tech University [System Regulation 07.10 Non-Discrimination and Anti-Harassment Policy and Complaint Procedure](#), adopted by Texas Tech University Health Sciences Center El Paso in [OP 51.02](#), applies to all University students and University employees, visitors, applicants for admission to or employment with the University, as well as University affiliates and others conducting business on University campuses.

If a student has a complaint of discrimination or harassment by an employee, whether faculty, staff, or student employee (other than for Sexual Misconduct, which is addressed under Section C below), the provisions relating to the complaint process set forth in Texas Tech University [System Regulation 07.10](#) and TTUHSC El Paso [OP 51.02](#) shall apply. Students with such

complaints of discrimination or harassment by an employee should contact the System Office of Equal Opportunity (OEO) and/or submit a completed Complaint of Discrimination or Harassment form to OEO, which is available at:

<https://www.texas-tech.edu/offices/equal-employment/>. OEO's complete contact information is as follows:

| Contact | Phone | Address | Email |
|--|--------------|---|--|
| Dawn R. Payne Assistant Vice Chancellor of Administration, Texas Tech University System Office of Equal Opportunity | 806.742.3627 | TTU System Administration Building 1508 Knoxville Avenue Suite 208 TTUS Office of Equal Opportunity Box 41073 Lubbock, TX 79409 | eeo@ttu.edu |

If a student has a complaint of discrimination or harassment by a student or a student organization, such complaints are guided by the Student Conduct Procedures set forth in Part II of this Student Handbook. Students with complaints of discrimination or harassment by a student or student organization should contact the TTUHSC El Paso Student Services and Student Engagement and/or utilize the online Incident Report Form available at <https://www.ttuhs.edu/student-affairs/grievances.aspx>. TTUHSC El Paso Student Services and Student Engagement complete contact information is as follows:

| Contact | Phone | Address | Email |
|---|---|---|--|
| Robin Dankovich, Ed.D. Assistant Vice President Student Services and Student Engagement | 915.215.4537 4370 | TTUHSC El Paso MSBII – MSC 21014 137 Rick Francis El Paso TX 79905 | robin.dankovich @ttuhsc.edu elp.studentservices@ttuhsc.edu |

In instances of complaints of sex/gender discrimination, the complainants may contact the University's Title IX Coordinator, whose complete contact information is as follows:

| Contact | Phone | Address | Email |
|---|--------------|--|--|
| Jennifer Erickson TTUHSC El Paso Title IX Coordinator | 915.215.5439 | Human Resources Department 5001 El Paso Drive, MSC 51017 El Paso, TX 79905 | titleixcoordinator@ttuhsc.edu |

While Sexual Harassment, Sexual Assault, and other forms of Sexual Misconduct may constitute prohibited acts of discrimination under this Section B, such behavior is prohibited under TTU System Regulation 07.06 and TTUHSC El Paso OP 51.03, as discussed in Section C below.

C. Sexual Misconduct

Sexual Misconduct in the TTUHSC El Paso community is prohibited pursuant to Texas Tech University [System Regulation 07.06 Sexual Misconduct](#) (adopted by TTUHSC El Paso as OP [51.03](#)).

1. *Separate Policies for Title IX Sexual Misconduct and Non-Title IX Sexual Misconduct*

While all Sexual Misconduct is prohibited, in accordance with applicable federal and state law, the University has adopted two distinct policies and grievance procedures for Title IX Sexual Misconduct and Non-Title IX Sexual Misconduct. These policies are available at the following links:

- [Texas Tech University System Regulation 07.06.A Title IX Sexual Misconduct](#); and
- [Texas Tech University System Regulation 07.06.B Non-Title IX Sexual Misconduct](#).

The University Title IX Coordinator will assist those making reports or complaints of Sexual Misconduct with understanding which policy may apply based on the nature, context, and location of the alleged conduct. The Flowchart available [here](#) visually depicts the applicability of these two policies and their respective grievance processes. In the event of any conflict between this Student Handbook and System Regulations 07.06.A, 07.06.B, and 07.10, the system regulations will control.

The University Title IX Coordinator oversees the University's compliance with the Sexual Misconduct policies, including both Title IX and Non-Title IX Sexual Misconduct. The University has also designated a Title IX Deputy Coordinator for employees. Contact information for the Coordinator and Deputy Coordinator is as follows:

| Contact | Phone | Address | Email & Website |
|--|---|--|---|
| Jennifer Erickson Leslie Collins TTUHSC El Paso Title IX Coordinator | 915.215.5439 806-743-9861 | Human Resources Department 5001 El Paso Drive, MSC 51017 El Paso, TX 79905 3601 4th Street STOP 6262 UC Suite 330A Lubbock, TX 79430 | titleixcoordinator@ttuhsc.edu leslie.collins@ttuhsc.edu |
| Dawn R. Payne TTUHSC Title IX Deputy Coordinator for Employees | 806.742.3627 | System Administration Building 1508 Knoxville Ave., Suite 208 Box 41073 Lubbock, TX 79409 | eeo@ttu.edu http://www.texastech.edu/offices/equal-employment/ |

2. *Title IX Sexual Misconduct*

Title IX Sexual Misconduct is governed by Texas Tech University System Regulation 07.06.A. Generally, only sexual assault; stalking; dating violence; domestic violence; quid pro quo conduct; and conduct that is severe, pervasive, and objectionably offensive will constitute Title IX Sexual Misconduct, and be governed by such policy. The procedure for reporting and filing a formal complaint of Title IX Sexual Misconduct, and the grievance process for addressing such complaints, is set forth in [System Regulation 07.06.A](#). The provisions of the remainder of this Section C may not apply to reports and complaints of Title IX Sexual Misconduct. The University's Title IX Coordinator will assist students in navigating these policies.

All other forms of Sexual Misconduct are addressed pursuant to the Non-Title IX Sexual Misconduct policy, set forth in this Student Handbook and governed by [System Regulation 07.06.B](#).

3. *Non-title IX Sexual Misconduct*

All Sexual Misconduct that does meet the threshold of Title IX Sexual Misconduct will proceed under the Non-Title IX Sexual Misconduct policy set forth in this Student Handbook.

All investigations and procedures under this policy will be conducted in a reasonably prompt timeframe and in an equitable and impartial manner. Investigations conducted hereunder are not criminal investigations. For all complaints, the burden of proof shall be a preponderance of the evidence, which means more likely than not.

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

Students with complaints of Sexual Misconduct by an employee should contact the Title IX Coordinator or Office of Equal Opportunity, and/or utilize the online reporting tool available on the University's website at <http://www.ttuhs.edu/title-ix/default.aspx>. Students with complaints of Sexual Misconduct by a student or student organization should contact the Title IX Coordinator and/or utilize the online reporting tool available on the University's website at <http://www.ttuhs.edu/title-ix/default.aspx>.

Individuals wishing to remain anonymous can report Sexual Misconduct in any manner, including by telephone or written communication, with the University Title IX Coordinator or Office of Equal Opportunity. However, electing to remain anonymous may greatly limit the University's ability to investigate an alleged incident, collect

evidence, and/or take effective action against individuals or organizations accused of violating the TTUHSC El Paso Sexual Misconduct policies.

4. *Employees are Mandatory Reporters*

Pursuant to Texas law, all employees, including student employees, who in the course and scope of employment, witness or receive information regarding the occurrence of an incident that the employee reasonably believes constitutes Sexual Misconduct and is alleged to have been committed by or against a person who was a student enrolled at or an employee of the University at the time of the incident shall promptly report the incident to the University's Title IX Coordinator or Deputy Title IX Coordinators. An Employee is required to report an incident regardless of where or when the incident occurred. Failure to report Sexual Harassment, Sexual Assault, Dating Violence, or Stalking is a violation of state Texas that shall result in termination of employment and may result in criminal penalties.

Reports by mandatory reporters must include all information concerning the incident known to the Reporting Party, including the involved parties' names, regardless of whether the Complainant has expressed a desire for confidentiality; however, the Reporting Party may also state whether the Complainant has expressed a desire for confidentiality.

Disclosures to a healthcare provider, mental health care provider, or other medical provider acting in the course and scope of their employment with the University are not subject to the foregoing mandatory reporting requirements and are considered Confidential Resources. These employees are encouraged to provide students or employees with information and guidance regarding University reporting options and available resources but absent consent from the Complainant, disclosures to a healthcare provider, mental health care provider, or other medical provider acting in the course and scope of their employment with the University shall only state the type of incident reported and may not include any information that would violate an expectation of privacy.

5. *Making a Report*

Any individual may inquire or make a report or complaint of Sexual Misconduct of any kind. Any person may submit a report in person, by mail, by phone, by email, or by online form, using the contact information set forth in Section 1 above, or by any other means that results in the University's Title IX Coordinator or System Office of Equal Opportunity receiving the verbal or written report. Such a report may be made at any time (including during non-business hours) by using the phone number or email address, or by mail to the office address. Persons other than Employees wishing to remain anonymous may do so by submitting a report in an anonymous manner; however, electing to remain anonymous may limit the ability to investigate an alleged incident, collect evidence, and/or take effective action against individuals accused of violating the University's Sexual Misconduct policies.

While not required, students are strongly encouraged to report any incident of Sexual Misconduct to the University, including incidents in which the student was a victim. Students may also report incidents of Sexual Misconduct to law enforcement, including on- campus and local police. Complainant may choose to notify law enforcement and will be provided the assistance of the Title IX Coordinator if the individual wishes. Parties may also choose not to notify law enforcement of incidents of Sexual Misconduct. A student who experiences sexual or dating violence is encouraged to seek medical care for treatment and preservation of evidence, if applicable, as soon as possible after the incident. Preserving DNA evidence can be key to a sexual violence case. Students can undergo a sexual assault forensic exam (SAFE) performed by a sexual assault nurse examiner (SANE) to preserve physical evidence with or without police involvement. If possible, this should be done immediately. If an immediate medical exam is not possible, a SANE may still collect evidence up to 4 days following a sexual assault. With the examinee's consent, the physical evidence collected during this medical exam can be used in a criminal investigation.

Anyone who experiences any form of Sexual Misconduct should also preserve other evidence relevant to the incident reported, such as items of clothing, photographs, phone records, text messages, social media activity, computer records, and other documents.

6. *Confidentiality*

TTUHSC El Paso is committed to ensuring confidentiality during all stages of a grievance process. The confidentiality of the Complainant, the Respondent, the Reporting Party, any individuals who have sought guidance about this policy or have participated in an investigation or incident will be honored by the University to the extent possible without compromising the University's commitment and obligation to investigate allegations of misconduct, to protect the University Community, and to the extent allowed by law. Unless waived in writing by the individual, the identity of aforementioned individuals:

- a) Is confidential and not subject to disclosure under Chapter 552, Government Code; and
- b) May be disclosed only to:

- (1) University Employees or individuals under contract with the University to which the report is made who are necessary for an investigation of the report or other related hearings;
- (2) a law enforcement officer as necessary to conduct a criminal investigation of the report;
- (3) a health care provider in an emergency, as determined necessary by the University;
- (4) the Respondent, to the extent required by other law or regulation; and
- (5) potential witnesses to the incident as necessary to conduct an investigation of the report and to the extent required by other law or regulation.

In some exceptional circumstances, where the incident in question presents a continuing threat to the University Community, the University may be required to investigate irrespective of the Complainant's desire to pursue allegations of Sexual Misconduct, and may be required to issue a "timely warning" to the campus community as required by the Clery Act. Timely warnings do not include personally identifiable information of involved parties.

However, because the University also has an obligation to maintain an environment free of sex discrimination and Sexual Misconduct, all University employees have mandatory reporting and response obligations and may not be able to honor a Complainant's request for confidentiality. The Title IX Coordinator or designee will evaluate requests for confidentiality. The willful and unnecessary disclosure of confidential information by anyone, including the Complainant or Respondent, may affect the integrity of the investigation.

Students may make confidential reports to TTUHSC El Paso Student Counseling Services. Complainants may also make confidential reports to licensed clinical and/or mental health professionals acting in their professional role of providing those services, including medical providers employed by the University. Information may be shared by the clinical and/or medical provider only with the Complainant's or Respondent's consent.

Absent consent from the Complainant, disclosures to a healthcare provider, mental health care provider, or other medical provider acting in the course and scope of their employment with the University shall only state the type of incident reported and may not include any information that would violate an expectation of privacy. These Employees are encouraged to provide Complainants with information and guidance regarding University reporting options and available resources.

The following Confidential Resources are available to TTUHSC El Paso students:

| Resources | Phone |
|--|---------------------------------|
| Student Support Center | 915-TALK (8255) |

| | |
|---|---|
| TTUHSC EP Student Counseling Services | https://el Paso.ttuhs.c.edu/student services/SCS.aspx |
| Texas Tech Physicians Psychiatry (Student Assistance and Employee Assistance Program) | 915-215-6170 and 915-215-5850 |
| Emergence Health Hotline (24 Hour Crisis Helpline) | 915-779-1800 |

Note: Access local advocacy groups and services through any of the above resources.

7. *Interim and Supportive Measures*

The University may take immediate action to eliminate hostile environments and address any effects on the Complainant and community prior to the initiation of any Investigation and/or formal Grievance Process. These measures will be taken to minimize the burden on the Complainant while respecting due process rights of the Respondent. Supportive Measures for involved students may include, but are not limited to, counseling services, medical assistance, modifications to on-campus housing, modifications to parking permissions, academic support referrals, modifications to academic or work situations, instituting a No Contact Order between the parties in a complaint, and reporting criminal behavior to the Texas Tech Police Department or local law enforcement agencies. Additionally, the University may pursue Emergency Removal, altering the University status of the Respondent. Supportive Measures may be implemented and will be evaluated on a case-by-case basis. Supportive Measures may be kept in place through the conclusion of any review, investigation, resolution, or appeal process. Supportive Measures can be implemented regardless of whether or not the Complainant pursues a Formal Complaint or criminal action. The Title IX Coordinator is available to help students understand the Grievance Process and identify resources. Remedies may be implemented after a determination regarding responsibility in the Grievance Process to restore and preserve equal educational opportunities to the Complainant.

- a) *Supportive Measures*: Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a Complainant or Respondent. The range of Supportive Measures available includes, but is not limited to: separation or modification of Complainant and Respondent's academic or working situations; mutual restrictions on contact; one-way restrictions on contact, where justified by the specific facts and circumstances; permissive withdrawal from or retake of a class without penalty; counseling; extensions of deadlines or other course-related adjustments; campus escort services; leaves of absence; increased security and monitoring of certain areas of campus; or any other similar measures tailored to the individualized needs of the parties. Consistent with Texas law, a Complainant or Respondent who is the subject of an alleged incident of Title IX Sexual Misconduct will be allowed to drop a course in which they are both enrolled without any academic penalty. Supportive Measures may be kept in place through or beyond the conclusion of any review, investigation, or appeal process and

may be implemented regardless of whether Complainant files a complaint of Sexual Misconduct.

- b) *No Contact Order*: When initial inquiry indicates persistent and potentially escalating conflict between members of the University Community, a No Contact Order may be issued as a remedial, non-punitive deterrent to further conflict or situational complication. A No Contact Order will be issued by the Title IX Coordinator via the student's official TTUHSC El Paso email. The notice serves as an official directive that the student(s) have no contact with the other listed parties. Contact cannot occur in person, by telephone, email, text message or other electronic means of communication, or through a third party (other than an attorney). Should contact need to occur, the student should coordinate with the Title IX Coordinator. This notice may also come with other information related to changes in class schedule or other restrictions to facilitate the No Contact Order. Failure to comply with the No Contact Order may result in disciplinary action, including possible suspension or expulsion. Violations of No Contact Orders may also result in Emergency Removal pending the completion of a Grievance Process. The term of a No Contact Order is one year from the date of issuance, or the graduation of one or both parties, whichever comes first.
- c) *Emergency Removal*: The University may conduct an individualized safety and risk analysis to determine if an individual poses an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Misconduct that justifies removal. Where the University finds that a Respondent poses an immediate threat to the physical health or safety of any student or individual, the University may remove the Respondent prior to the conclusion of the Grievance Process to protect the safety of the University Community where an immediate threat exists. The University shall provide the Respondent with notice and an immediate opportunity to challenge the decision in writing to the Title IX Coordinator immediately following the removal.

Through an Emergency Removal, a student may be denied access to the University's campus, facilities, and events. This restriction may include classes and/or all other University activities or privileges for which the student might otherwise be eligible. At the discretion of the Title IX Coordinator or designee and with the approval of, and in collaboration with, the appropriate Dean(s), alternative coursework options may be pursued to ensure as minimal an impact as possible on the Respondent.

Emergency Removal is not a sanction. It is taken in an effort to protect the safety and well-being of the Complainant, Respondent, and/or other members of the University Community. Emergency Removal is preliminary in nature; it is in effect only until the Grievance Process has been

completed. However, violations of Emergency Removal may result in additional allegations of this Student Handbook. A student who receives an Emergency Removal may request a meeting with an Appeals Officer or designee to challenge an Emergency Removal. Regardless of the outcome of this meeting, the University may still proceed with an Investigation and adjudication.

- d) *Non-Student Supportive Measures*: TTUHSC El Paso, in conjunction with the Texas Tech Police Department, may issue a Criminal Trespass to any individual(s) or guest of the University whose presence could significantly disrupt the normal operations of the University, or who is alleged to have violated University policies and/or is deemed to pose a threat to the physical and/or emotional well-being of a student or other members of the University Community.

8. *Student Rights and Responsibilities*

Prior to the formal investigative process, a student will be provided a Student Rights and Responsibilities document. This document will be reviewed and signed by the student prior to an interview. The Student Rights and Responsibilities document informs the student of their rights to be exercised before and during the Grievance Process.

Subject to applicable law, information gathered by the University during the course of the Investigation and Grievance Process may only be shared with faculty, staff, students, and/or advisors who are directly involved in the incident or necessary to the Grievance Process. Information gathered may also be disclosed in compliance with a judicial order or lawfully issued subpoena.

Involved parties have the right to, and are encouraged to, be accompanied by an advisor of the individual's choosing during all meetings, proceedings, and/or disciplinary hearings at which the individual is present. In Non-Title IX Sexual Misconduct Hearings, the role of the advisor will be limited to advising only and will not be allowed to actively participate in the Hearing. CARE Coordinators may also attend any meeting or Hearing in addition to the student's advisor.

9. *Amnesty*

- a) Subject to the exceptions noted below, the University will not take any disciplinary action against a student enrolled at the University who in good faith reports to the University being the victim of, or a witness to, an incident of Sexual Harassment, Sexual Assault, Interpersonal Violence, or Stalking for a violation by the student of this Student Handbook, occurring at or near the time of the incident, regardless of the location at which the incident occurred or the outcome of the University's disciplinary process regarding the incident, if any.
- b) The University reserves the right to investigate to determine whether a report of an incident of Sexual Harassment, Sexual Assault, Interpersonal

Violence, or Stalking was made in good faith. After such investigation, the Title IX Coordinator or their designee will make a determination as to whether a student is entitled to amnesty. Once a determination is made regarding amnesty for a student, such determination is final and may not be revoked.

- c) Notwithstanding the forgoing, amnesty does not apply to a student who reports the student's own commission or assistance in the commission of Sexual Harassment, Sexual Assault, Interpersonal Violence, or Stalking.
- d) Although students eligible for amnesty may avoid disciplinary action under these amnesty provisions, amnesty does not preclude the University from encouraging students to participate in directives such as counseling or educational opportunities relating to the conduct students were engaged in.
- e) Abuse of these amnesty provisions by a student may result in a violation of this Student Handbook. The amnesty provisions do not impact criminal proceedings or charges, mandatory reporting to state licensing boards, legal actions, or actions required to comply with professional ethic requirements.

10. *Interference with an Investigation*

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

- Attempting to coerce, compel, influence, or prevent an individual from providing testimony or relevant information;
- Divulging confidential information;
- Removing, destroying, or altering documentation relevant to the investigation;
- Providing false or misleading information to the investigator, or encouraging others to do so; or
- Making a report under this policy that, after investigation is found not to have been made in good faith.

11. *Retaliation and False Information*

Retaliation against an individual who reports a potential violation in good faith under this policy, assists someone with a report of a violation, or participates or refuses to participate in any manner in an investigation or in the resolution of a complaint made under this policy is strictly prohibited and will not be tolerated. Retaliation includes, but is not limited to threats, intimidation, coercion, discrimination, reprisals, or adverse actions related to an individual's employment or education. The University will take appropriate steps to ensure that an individual who, in good faith, reports, complains about, or participates or refuses to participate in in an investigation pursuant to this

policy will not be subjected to retaliation. Individuals who believe they are experiencing retaliation are strongly encouraged to report the incident to the Title IX Coordinator using the same procedure outlined in this section.

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

An individual found to have knowingly and in bad faith provided false or malicious information may be subject to disciplinary action up to and including dismissal or separation from the University. A determination that a Respondent is not responsible for allegations of Sexual Misconduct does not imply information provided was false. Similarly, a determination that a Respondent is responsible for a policy violation does not imply that a Respondent's statements disclaiming responsibility were false.

D. Grievance Process for Non-Title IX Sexual Misconduct

This Section D sets forth the Grievance Process for Non-Title IX Sexual Misconduct. The process for Title IX Sexual Misconduct is set forth in [System Regulation 07.06.A](#). The University Title IX Coordinator will assist parties in determining which process applies to the particular alleged conduct.

1. *Intake and Initial Inquiry*

Upon receipt of a report of Sexual Misconduct, the Title IX Coordinator, or designee, will review the allegations. As reported allegations of Sexual Misconduct have varying degrees of complexity and severity, the investigation and resolution procedures described below may vary. The Title IX Coordinator or designee will inquire, gather, and review information and will evaluate the accuracy, credibility, and sufficiency of the information received. If a formal complaint is not filed, the Title IX Coordinator may nonetheless conduct an investigation if the University learns of alleged Sexual Misconduct through other means depending on the source and nature of the information provided, the seriousness of the alleged incident, the specificity of the information, the objectivity and credibility of the source of the report, whether any individuals can be identified who were subjected to the alleged Sexual Misconduct, and whether those individuals want to pursue the matter.

The Title IX Coordinator may conduct an initial meeting with the Reporting Party and/or Complainant to gather additional information regarding the allegation; inform him/her of on and off-campus resources, procedural options, and the University's policy regarding retaliation; and to determine safety, security, or other interim measures. Additional meetings may be necessary depending on the complexity of the reported allegations.

Incidents will not be investigated unless there is reasonable cause to believe a policy has been violated. Reasonable cause includes some credible information to support a policy violation. If it is determined that an investigation will be conducted, the Respondent will

be given notice of the complaint and an opportunity to respond. If it is determined that an investigation will not be conducted, the Title IX Coordinator may contact the Respondent to discuss the reported concern.

When a Complainant is reluctant, and/or refuses to participate in the investigation process, the Title IX Coordinator may investigate the allegations to the fullest extent possible given the information made available. The University will make every attempt to follow the wishes of the Complainant while protecting the University Community.

2. *Filing a Formal Complaint*

A Formal Complaint is a document signed by a Complainant or the Title IX Coordinator alleging Sexual Misconduct against a Respondent requesting that the University investigate the allegation(s) of Sexual Misconduct. While incidents may be reported by any third party, only the Complainant or Title IX Coordinator may initiate the Grievance Process through the Formal Complaint. A Formal Complaint is also required for any individuals wishing to pursue an Informal Resolution.

When a Formal Complaint is filed, the Title IX Coordinator provides written notice to the Respondent with sufficient time for the Respondent to prepare a response before an initial interview. The Notice of Formal Complaint includes information about the Grievance Process, the Informal Resolution Process, the allegations and any details known at the time, such as the name of the Complainant, the location, date and time of the alleged incident(s), and the specific section(s) of the policy that the Respondent is alleged to have violated. The Complainant also receives a copy of the Notice of Formal Complaint.

3. *Review of Formal Complaints*

When a Formal Complaint is received, the Title IX Coordinator will evaluate jurisdiction and mandatory and discretionary dismissal described below, assess appropriate Supportive Measures for both parties, evaluate the need for Emergency Removal, and initiate the Grievance Process.

Mandatory and Permissive Dismissal. The Title IX Coordinator shall dismiss a Formal Complaint of Non-Title IX Sexual Misconduct in the following situations: (1) the allegation describes conduct that would not constitute Non-Title IX Sexual Misconduct as defined, even if proven; or (2) the Respondent is not a member of the University Community. The Title IX Coordinator may dismiss a Formal Complaint in the following situations: (1) the Complainant notifies the Title IX Coordinator in writing that they wish to withdraw the Formal Complaint or some allegations in the Formal Complaint; (2) the Respondent is no longer enrolled in or employed by the University; or (3) circumstances exist that prevent the University from gathering sufficient evidence to reach a determination as to the Formal Complaint or the allegations.

Application of Other Policies upon Dismissal. If the Title IX Coordinator dismisses a Formal Complaint or any of the allegations in the Complaint, the Title IX Coordinator must promptly send written notice of the dismissal and the reason(s) for the dismissal

simultaneously to the Complainant and Respondent. Dismissal of a Formal Complaint does not preclude action under other policies, such as Title IX Sexual Misconduct.

Appeal of Dismissal Decision. Any party can appeal the dismissal decision following the criteria and procedures listed below under Appeal Procedures.

Right to Consolidate Complaints. The University may consolidate Formal Complaints as to allegations of Sexual Misconduct: (1) against more than one Respondent, (2) by more than one Complainant against one or more Respondents, or (3) by one party against the other party, where the allegations of Sexual Misconduct arise out of the same facts or circumstances.

4. *Investigation Process*

If the Title IX Coordinator or designee conducts an investigation of the reported allegation, the investigation may consist of the review of the complaint, any relevant documentation, and interviews with relevant individuals. Each party will be given the opportunity to share information regarding the allegation, as well as any response to such, and identify witnesses and other relevant evidence. The extent of the investigation and its procedures will be determined by the Title IX Coordinator. During the investigative process, it is expected that the Complainant and the Respondent will cooperate with the University in providing all information or evidence that they believe should be considered. Additionally, other administrators may be consulted to assist with the investigation.

Prior to an investigative interview, the Complainants and Respondents will be provided a student rights and responsibilities document to review and sign. The student rights and responsibilities document informs the student of their rights to be exercised before and during the course of the investigation and student conduct process. Information gathered during the course of the investigation and student conduct process may only be shared with faculty, staff, students, and/or advisors who are directly involved in the incident or necessary to the student conduct process. Information gathered may also be disclosed in compliance with a judicial order, lawfully issued subpoena, or otherwise required by law.

During the Investigation, the burden of proof and burden of gathering evidence sufficient to reach a determination regarding responsibility is on the University and not on the parties. Complainants and Respondents are encouraged to present witnesses and evidence, including fact and expert witnesses, and other inculpatory and exculpatory evidence that they believe should be considered. The University will make all reasonable efforts to obtain relevant information such as surveillance video footage, University card swipe access and other information that may be available to the Institution. The University cannot obtain information that is protected by a legally recognized privilege without the party's voluntary written consent. The University shall not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, therapist/mental health professional, or other professional/paraprofessional providing treatment to the party, unless the party gives voluntary written consent.

After the investigation is complete, the Title IX Coordinator will prepare a written investigation report. Complainants and Respondents will have access to the completed investigation report and/or investigative materials relevant to the allegation(s) after the formal investigative process has concluded. In order to protect confidentiality, Complainants and Respondents are not given copies or investigation reports and/or investigative materials, but will have an opportunity to inspect and review any evidence obtained as part of the Investigation that is directly related to the allegations raised in the Formal Complaint.

Withdraw During a Formal Complaint. In accordance with state law, if a student withdraws or graduates from the University pending a Formal Complaint alleging the student violated the Student Code of Conduct by committing sexual harassment, sexual assault, dating violence, or stalking, the institution:

- a) May not end the disciplinary process or issue a transcript to the student until the institution makes a final determination of responsibility; and
- b) Shall expedite the institution's disciplinary process as necessary to accommodate both the Respondent's and Complainant's interest in a speedy resolution.
- c) On request from another institution, the University shall provide to the requesting institution information relating to a determination that a student enrolled violated the institution's Student Code of Conduct by committing sexual harassment, sexual assault, dating violence, or stalking.

Should students not participate in the Investigative Process, the Grievance Process may continue without their participation. The Investigator may assign allegation(s) to the Respondent based on the information that the Investigator collected without the student's participation, if appropriate.

5. *Resolution Process*

Options for resolving Formal Complaints under the Grievance Process include:

- a) *Informal Resolution.* Prior to the formal Hearing, either the Complainant or the Respondent may make a request, either orally or in writing, for informal resolution to the Title IX Coordinator. The Title IX Coordinator will assess the severity of the alleged harassment and the potential risk of a hostile environment for others in the University Community to determine whether informal resolution may be appropriate. Mediation will not be used to resolve complaints of Sexual Assault and Interpersonal Violence.

Upon determining that informal resolution is appropriate, the Title IX Coordinator will consult further with the person initiating the request, inform the other party, and gather additional relevant information from the parties and others as useful to assist in the informal resolution process. The

Title IX Coordinator may also put in place any appropriate interim measures to protect the educational and work environment of the parties and the University Community.

The University will not compel the Complainant or Respondent to engage in mediation, to directly confront the other party, or to participate in any particular form of informal resolution. Participation in informal resolution is voluntary, and the Complainant and Respondent have the option to discontinue the informal process at any time and request a formal investigation. If at any point during the informal resolution process, the Complainant, the Respondent, or the University wishes to cease the informal resolution process and to proceed through the formal resolution process, the informal resolution process will stop and the formal resolution process outlined in this of the Student Handbook below will proceed.

- b) *Administrative Resolution.* At any point in the student conduct process, if the Respondent accepts responsibility for the alleged violations of policy, the Parties may choose to resolve the issue through the Administrative Resolution process outlined below. The Administrative Resolution process is voluntary.

The Title IX Coordinator will, in consultation with the appropriate University dean, or if the allegation involves a student organization, the appropriate University staff member advisor of the organization, review the complaint and information gathered about the reported Sexual Misconduct, and if applicable, propose findings and specify appropriate sanctions. The Title IX Coordinator will send written notice to both the Complainant and the Respondent of the proposed findings and sanctions. The Parties will have five (5) business days to review the Administrative Resolution and decide whether they would like to accept or decline the proposed findings and recommended sanctions. Agreement with the terms of the Administrative Resolution is established by one of the two following ways:

- (1) A signature, or an electronic signature, by a Party or the Parties attesting to agreement with the findings and sanctions; or
- (2) No written objection by the Complainant or the Respondent to the findings and sanctions within five (5) business days of the date the proposed findings and recommended sanctions were sent to the Parties.

If both the Complainant and the Respondent agree with the proposed findings and recommended sanctions, the matter is considered concluded. Additionally, if accepted, the Parties waive their right to a hearing, the process ends, the finding is final, and there is no appeal. The complaint will only be reopened if new material, previously unavailable is presented.

If either Party disagrees with or does not accept the proposed findings and/or recommended sanctions, then the complaint will proceed, and a hearing will take place.

c) *Hearing*. See Section E below for Hearing Procedures.

6. *Sanctions*

A Hearing Officer or a Hearing Panel may impose sanctions as a result of an Informal Resolution, or formal hearing, when a student is found responsible. Implementation of the disciplinary Sanction(s) will begin when the time period to file an appeal has expired or when the appeal decision has been sent to the parties.

Both the Complainant and Respondent will be simultaneously notified of the Appeal Officer's decision and Sanctions as appropriate. When sanctions are final, appropriate University Administrators may be notified of the student's sanctions. Findings and Sanctions agreed upon through the Informal Resolution are final and cannot be appealed.

All records related to the disciplinary process will remain on file with the Title IX Coordinator for a minimum of seven (7) years from the date the case is completed through an Informal Resolution, formal hearing and/or the Appeal Procedures. All records related to the Grievance Process resulting in suspension and/or expulsion will remain on file indefinitely.

If a student is found responsible for violating the University Sexual Misconduct policies, sanctions may be imposed and can include, but are not limited to the following:

- a) *Disciplinary Reprimand*. The Disciplinary Reprimand is an official written notification using the notice procedures outlined in this section to the student that the action in question was Misconduct.
- b) *Disciplinary Probation*. Disciplinary Probation is a period of time during which a student's conduct will be observed and reviewed. The student must demonstrate the ability to comply with University policies, rules, and/or standards and any other requirement stipulated for the probationary period.
- c) *Time-Limited Disciplinary Suspension*. Time-Limited Disciplinary Suspension is a specific period of time in which a student is not allowed to participate in class, University related activities, or be present on campus property. The status of Disciplinary Suspension will be shown on the student's academic record, including the transcript. Disciplinary Suspension is noted on the student's transcript by the phrase "Disciplinary Suspension" and will include the period of time in which the student is/was suspended from the University. In most instances, the notation of Disciplinary Suspension will remain on the transcript permanently. A student has the ability to petition to remove a Disciplinary Suspension notation in the following instances: 1)

the student is eligible to reenroll in the institution or 2) the Title IX Coordinator or designee determines that good cause exists to remove the notation. A Disciplinary Suspension of a student will indicate the date on which the suspension period begins and the earliest date the application for student readmission will be considered. The Title IX Coordinator or designee may deny a student's readmission, if the student's Misconduct during the suspension would have warranted additional disciplinary action. If the student has failed to satisfy any Sanction that was imposed prior to application for readmission, the Title IX Coordinator or designee may recommend denial of readmission of a student. On denial of a student's readmission, the Title IX Coordinator or designee will set a date when another application for readmission may again be made. An administrative hold will be placed on the student's record to prevent registration during the Disciplinary Suspension.

- d) *Disciplinary Expulsion*: Disciplinary Expulsion occurs when the student is permanently withdrawn and separated from the university. This status of Disciplinary Expulsion will be shown permanently on the student's academic record, including the transcript. Disciplinary Expulsion is noted on the student's transcript by the phrase, "Expulsion" and the date in which the student's expulsion became effective. In most instances, the notation of Disciplinary Expulsion will remain on the transcript permanently. A student has the ability to petition to remove a Disciplinary Expulsion notation in the following instances: 1) the student is eligible to reenroll in the institution or 2) the Title IX Coordinator or designee determines that good cause exists to remove the notation. An administrative hold will be placed on the student's record to prevent future registration.

7. *Appeal Procedure*

Either the Complainant or Respondent may appeal the decision, or the sanction(s), condition(s) and restriction(s) imposed by the Hearing Officers by submitting a written appeal to the VPAA or their designee within three (3) business days of receiving the written decision. The appeal must clearly set forth the grounds for the appeal, together with the evidence upon which the appeal is based. A disagreement with the decision alone shall not constitute grounds for appeal. The only proper grounds for appeal and the only issues that may be considered on appeal are as follows:

- a) A procedural irregularity that affected the outcome of the matter;
- b) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- c) The Title IX Coordinator, Investigator(s), or Hearing Panel Members had a conflict of interest or bias for or against Complainants or Respondents

generally or the individual Complainant or Respondent that affected the outcome of the matter; or

- d) The sanctions imposed substantially vary from the range of sanctions normally imposed for similar infractions.

The appeal process is initiated upon a party's filing of a written appeal within three (3) University business days after University's delivery of the written decision regarding responsibility. The written appeal must be filed with the University's Title IX Coordinator or System Office of Equal Opportunity, as directed in the written determination regarding responsibility, and the party's written appeal must set forth the grounds for the appeal and any supporting information.

Upon the filing of a written appeal, University will give written notice of the filed appeal to the non-appealing party. The non-appealing party will have three (3) University business days after University's delivery of the written notice to respond to the appeal.

The Vice President of Academic Affairs (VPAA) or their designee will review the appeal to determine if the appeal is timely and properly sets forth the appropriate grounds for appeal. If any of these requirements are not met, the appeal will be dismissed, and the original decision of the Hearing Officers will be final. If the grounds for an appeal are determined proper by the VPAA or their designee, the Title IX Coordinator will provide the request for appeal to the other party and provide opportunity for response. Any responses must be provided to the VPAA or their designee within five (5) business days after receiving a copy of the request for appeal.

If the VPAA or their designee determines that a procedural [or substantive] error occurred that significantly impacted the outcome of the hearing, they may order a new hearing. If a new hearing is ordered, all hearing procedures in will be followed. The Title IX Coordinator will notify the Complainant and Respondent of the outcome within five (5) business days of the decision of the Hearing Officers. The decision of the Hearing Officers is final and may not be appealed.

If the VPAA or their designee determines that new evidence should be considered, they may return the complaint to the original Hearing Officers to reconsider the new evidence or may order a new hearing. If new evidence is considered, the Hearing Officers may increase, decrease, or otherwise modify the findings, sanctions, conditions, and/or restrictions. The Title IX Coordinator will notify the student of the outcome within five (5) business days of the decision of the Hearing Officers. The decision is final and may not be appealed. If a new hearing is ordered, all hearing procedures will be followed. The Title IX Coordinator will notify the Complainant and Respondent of the outcome within five (5) business days of their decision. The decision of the Hearing Officers is final and may not be appealed.

If the VPAA or their designee determines that the sanctions imposed substantially vary from the range of sanctions normally imposed for similar infractions, they may then

increase, decrease or otherwise modify the sanctions, conditions, and/or restrictions instead of returning the case to the original Hearing Officers or ordering a new hearing. If the VPAA or their designee makes a decision regarding the sanctions, conditions, and/or restrictions without returning the case to the original Hearing Officers, they will notify the student in writing of the outcome within five (5) business days of their decision. The decision of the VPAA or their designee is final and cannot be appealed. If the VPAA or their designee returns the case to the original Hearing Officers, the Hearing Officers may increase, decrease, or otherwise modify the findings, sanctions, conditions, and/or restrictions. The Title IX Coordinator will notify the student of the outcome within five (5) business days of their decision. The decision is final and may not be appealed. If a new hearing is ordered, all hearing procedures in Part IV, Section C(3)(e), will be followed. The Title IX Coordinator will notify the Complainant and Respondent of the outcome within five (5) business days of their decision. The decision of the Hearing Officers is final and may not be appealed.

In those cases, in which the error cannot be cured by the original Hearing Officers (i.e., some cases of bias), the VPAA or their designee may order a new hearing with a new panel of Hearing Officers.

After the findings(s) and sanctions become final and all appeals, if any, are exhausted, the Complainant shall be advised that if the complained activity persists, they should contact the Title IX Coordinator. Likewise, in the event the Complainant believes retaliation for filing a complaint has taken place, they should contact the Title IX Coordinator.

The Title IX Coordinator will follow up with the Complainant within sixty (60) calendar days after conclusion of the matter to ensure that the complained of behavior has ceased.

E. Non-Title IX Sexual Misconduct Hearing Procedure

This Section E sets forth the Hearing Procedure for Non-Title IX Sexual Misconduct. The Hearing Procedure for Title IX Sexual Misconduct is set forth in [System Regulation 07.06.A](#) and [Attachment 2](#).

1. *Prehearing/Formal Allegations Assigned*

Once the investigation is complete, if the complaint is not otherwise resolved, the Complainant and the Respondent will be given notice of a pre-hearing meeting. Should the Complainant or the Respondent not participate in the pre-hearing meeting, the conduct process may continue without their participation through resolution. During this meeting, the Complainant and the Respondent will be given the opportunity to review the investigation report, relevant evidence, and other documents to be used in the hearing. Other documents may include Complainant's allegations, list of potential Hearing Officers, and hearing script. Following the pre-hearing, the Complainant and the Respondent will be notified of a date, time, and location of the hearing.

While the Complainant and the Respondent may identify errors in their own statements during the pre-hearing, they are not able to add additional information to the investigation report unless that information, in the judgment of the Title IX Coordinator, was unavailable during the investigative process and is pertinent to the complaint. If a Complainant or Respondent discovers new, previously unavailable information during the time after the pre-hearing but before the hearing, the party should inform the Title IX Coordinator immediately. If the new information is pertinent to the consideration of the complaint, the Title IX Coordinator will determine whether the new information should be included in the investigation report or presented verbally during the hearing. If there is new evidence introduced, the Complainant and the Respondent will be given the opportunity to provide a response to any such evidence that will be presented in the hearing.

The Title IX Coordinator or designee will schedule the hearing no sooner than five (5) business days from the date of the last pre-hearing meeting. The five-day period can be waived by the Title IX Coordinator with agreement by the involved Parties.

2. *Hearing*

After notice has been given to the Complainant and the Respondent, the University may proceed to conduct a hearing and render a finding of Responsible or Not Responsible for the Respondent's alleged misconduct and, in the event of a responsible finding, decide appropriate sanctions, conditions, and/or restrictions. The Provost or their designee shall appoint a panel of three (3) Hearing Officers to conduct the hearing. All persons serving as Hearing Officers shall be oriented and trained to adjudicate a Sexual Misconduct case in accordance with this Student Handbook. If there is a conflict of interest, or appearance thereof, with one of the selected Hearing Officers, that person will recuse themselves and the Provost or their designee shall appoint another person to the panel. Additionally, both the Complainant and the Respondent may raise issues of conflicts of interest with regard to the potential Hearing Officer panel to the Provost or their designee within three (3) business days after notice has been given to the Parties of the panel members. The Provost or their designee will weigh these issues and resolve them accordingly. No party has a right to disqualify a Hearing Officer panel member absent a demonstrated bias.

The hearing may be held and a decision or recommendation made, regardless of whether the Complainant or the Respondent fail to respond or fail to attend the hearing. Should the Complainant or the Respondent fail to respond or fail to attend the hearing, the Hearing Officers may consider the available information and render a decision.

Hearings are closed to the public. Both the Complainant and Respondent have the right to be present at the hearing; however, they do not have the right to be present during the deliberation of the Hearing Officers. Arrangements can be made so that Complainant and Respondent do not have to be in the hearing room at the same time. To request changes in the scheduled hearing time, the parties should contact the Title IX Coordinator not less than five (5) business days prior to the scheduled hearing.

During the hearing, the Title IX Coordinator or designee presents the allegations, investigation report, evidence, witnesses, and questions for deliberation in the hearing. The Hearing Officers may question the Title IX Coordinator, Title IX Investigator, Complainant, Respondent, and any witnesses. The Complainant and Respondent do not have the right to question each other nor witnesses directly but may do so through the Title IX Coordinator or designee. The Complainant and Respondent have the right to add or make additional comments about the facts of the complaint. Should new evidence be presented without prior discussion with the Title IX Coordinator, the hearing may be halted to consider the inclusion of this information. Impact statements will also be halted if they are shared prior to the sanctioning phase of the hearing. In the event the Hearing Officers remove a student due to misconduct in the hearing process, the alleged misconduct in the hearing process will be forwarded to the appropriate student conduct administrator, who will follow the conduct process in Part II of this Student Handbook.

Following the hearing, the Hearing Officers will deliberate and will render a finding of responsible or not responsible for the Respondent's alleged misconduct as well as decide any sanctions, conditions and/or restrictions if applicable. Any findings of the investigation will be based upon a preponderance of the evidence, which means more likely than not. The Hearing Officers will inform the Complainant and the Respondent in writing within five (5) business days of their decision(s).

Either the Complainant or Respondent may utilize the Appeal Procedures.

F. Pregnancy

Discrimination based on pregnancy is a form of discrimination based on sex. Women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all educational opportunities as other persons not so affected but similar in their ability or inability to participate in education programs or activities.

If a pregnant or parenting student feels that they require flexibility or an accommodation in order to be successful at TTUHSC El Paso, it is the student's obligation to make the request initially through their appropriate school's student affairs personnel. Students requesting a pregnancy or parenting related accommodation should do so as soon as they become aware that an accommodation may be needed. If the student and school are unable to come to a mutually agreeable decision in relation to reasonable flexibility and adjustments, the student should contact the TTUHSC El Paso Title IX Coordinator. The Title IX Coordinator will consult with the student and school administrator(s) to begin the interactive process and ultimately, reasonable flexibility and adjustments will be determined.

If a student disagrees with the determination and/or proposed accommodation after engaging in the interactive process, the student may file a complaint with the Title IX Coordinator.

In certain situations, if there is a medical condition due to pregnancy, it may be protected under the Americans with Disabilities Act (ADA), entitling the student to a

reasonable accommodation. Accommodation requests due to pregnancy- related complications should be directed to the Academic Success and Accessibility Office.

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VI. Student Records

A. General Policy

Policies and procedures concerning student records are based on respect for the privacy of the individual. To minimize the risk of improper disclosure, academic records are maintained separately from disciplinary records. (During the time of disciplinary suspension, the notice is placed in the student's permanent file.) The conditions for access to each are set forth in the Institutional Student Handbook and complies with federal and state statutes and with registered student organization guidelines. The procedures set forth below apply to all persons formerly or currently enrolled at Texas Tech University Health Sciences Center El Paso. See [HSCEP OP 77.13](#) Student Education Records.

B. Address of Record

Students must maintain an accurate permanent and local physical address with the Office of the Registrar. The address and school issued email account is used for official notifications including, but not limited to, grade reports, billing and notification of official university requirements and other university correspondence. **Students must also maintain a current telephone number with the Office of the Registrar. Students may have holds placed on their student accounts until updated information is received.**

C. Student Access to Educational Records

All current and former students of the university have the right to access their educational records as provided by law.

Notification of Rights under FERPA for Postsecondary Institutions

The Family Educational Rights and Privacy ACT (FERPA) affords eligible students certain rights with respect to their education records. (An "eligible student" under FERPA is a student who is 18 years of age or older or who attends a postsecondary institution.) These rights include:

1. *Right to Inspect and Review*

The right to inspect and review the student's education records within 45 days after the day Texas Tech University Health Sciences Center El Paso receives a request for access.

A student should submit to the Office of the Registrar a written request that identifies the record(s) the student wishes to inspect by completing [HSCEP OP 77.13](#) Attachment B Student Request To Access Education Records

* The school official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the school official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.

Generally, if the Education Record is covered under FERPA, the student may inspect or review the education record at the Office of the Registrar, but does not have the right to receive copies of the education record unless a student is effectively prevented from

onsite inspection or review of his/her education record. The student may then have a right to receive copies of the education record at the student's expense after evaluation of the circumstances by the Office of the Registrar.

Official copies of academic records or transcripts will not be released for students who have a delinquent or unpaid financial or institutional obligation to the University, have a "hold" at the University, or have an unresolved disciplinary action pending at the University, provided that applicable law does not otherwise require disclosure of the records.

2. *Right to Provide Consent*

The right to provide written consent before the university discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

The school discloses education records without a student's prior written consent under the FERPA exception for disclosure to school officials with legitimate educational interests. A school official is a person employed by TTUHSC El Paso in an administrative, supervisory, academic, research, or support staff position (including law enforcement unit personnel and health staff); a person serving on the board of trustees; or a student serving on an official committee, such as a disciplinary or grievance committee. A school official also may include a volunteer or contractor outside of TTUHSC El Paso who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, or collection agent or a student volunteering to assist another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for TTUHSC El Paso.

3. *Filing a Complaint*

The right to file a complaint with the U.S. Department of Education concerning alleged failures by TTUHSC El Paso to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

4. *Personally Identified Information (PII)*

Personally identifiable information related to academic outcomes such as rank in class, grade point average, academic progress, etc., shall not be released to non-authorized personnel without the written consent of the student.

D. Records Not Accessible to Students

The following records are not accessible to students:

- Records of instructional, administrative and educational personnel that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
- Records of the Texas Tech Police Department, subject to the provisions of 34 C.F.R. 99.8;
- Records relating solely to an employee of TTUHSC El Paso in his/her capacity as an employee that are not available for any other purpose, unless the student is employed as a result of his/her status as a student;
- Student medical and counseling records created, maintained, and/or used only in connection with providing medical treatment or counseling to the student, that are not disclosed to anyone other than the individuals providing the treatment; and
- Alumni records or other records that contain information about an individual after he/she is no longer a student at that agency or institution (e.g., information gathered on the accomplishments of alumni).

E. Disclosure of Education Records

FERPA permits the disclosure of PII from students' education records, without consent of the student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the student, §99.32 of FERPA regulations requires the institution to record the disclosure. Eligible students have a right to inspect and review the record of disclosures. A postsecondary institution may disclose PII from the education records without obtaining prior written consent of the student in accordance with the following;

- To other school officials, including teachers, within Texas Tech University Health Sciences Center El Paso whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31 (a)(1)(i)(B)(1) – (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31 (a)(2))
- To authorized representatives of the U. S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as a State postsecondary authority that is responsible for supervising the university's State-supported education programs. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of

Federal-or-State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31 (a)(3) and 99.35)

- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31 (a)(4)).
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31 (a) (6)).
- To accrediting organizations to carry out their accrediting functions. (§99.31 (a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31 (a)(8))
- To comply with a judicial order or lawfully issued subpoena (§99.31 (a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31 (a)(10))
- Information the school has designated as “directory information” under §99.37. (§99.31 (a)(11))
- To a victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense, subject to the requirements of §99.39. The disclosure may only include the final results of the disciplinary proceeding with respect to that alleged crime or offense, regardless of the finding. (§99.31 (a)(13))
- To the general public, the final results of a disciplinary proceeding, subject to the requirements of §99.39, if the school determines the student is an alleged perpetrator of a crime of violence or non-forcible sex offense and the student has committed a violation of the school’s rules or policies with respect to the allegation made against him or her (§99.31 (a) (14)).
- To parents of a student regarding the student’s violation of any Federal, State, or local law, or of any rule or policy of the school, governing the use of possession of alcohol or a controlled substance if the school determines the student committed a disciplinary violation and the student is under the age of 21. (§99.31(a)(15))

F. Student Request to Amend Records

Students have the right to request an amendment of their educational records and information directly relating to them. This section does not include procedures for student challenging individual grades. Grade appeals and grievance procedures are set forth in the individual

Student Handbooks for each school. The procedures set forth below are to address inaccurate, misleading or otherwise inappropriate records or information requiring amendment.

1. Student who believes that his/her Education Records are inaccurate or misleading, or that the records violate his/her privacy rights, must first request an informal discussion regarding the questionable item with the Office of the Registrar, who may or may not honor the request.
2. **Written Request to Amend Records:** If the result of the informal discussion with the Office of the Registrar (Records Custodian) is not satisfactory to the student, and the student still wishes to have the record corrected, the student should complete the online form, Student Request to Amend Education Records [HSCEP OP 77.13](#), [Attachment C, Student Request To Amend Education Record](#), via the Office of the Registrar. The request shall clearly identify the part of the record the student believes should be changed, and specify why it should be changed. [Note: The substantive judgment of a faculty member regarding a student's work, expressed in grades or evaluations, is not within the purview of the right to seek amendment of Education Records under this section. See also grade appeal and grievance procedures as set forth in the individual student handbooks for each School.]
3. **Review:** After receiving the written request from the Student for a change in their Education Records, the Assistant Vice President for SSSE or designee shall request, and the Office of the Registrar shall provide, a written statement that explains why the request for the change in the Education Record was denied at the informal stage. After reviewing the request by the Student and the response of the Office of the Registrar (Records Custodian), the Assistant Vice President for SSSE or designee will provide written notification to the student whether or not TTUHSC El Paso will implement the change. If not, the Vice President for Academic Affairs or designee will notify the student of the right to a hearing to challenge the information believed by the student to be inaccurate, misleading, or in violation of the student's rights.
4. **Hearing Procedure:** Upon receiving a written request from the student for a hearing, the Assistant Vice President for SSSE or designee shall arrange for a hearing and provide written notice to the student reasonably in advance of the date, time and place of the hearing. The hearing will be conducted according to the following procedures:
 - a. The hearing shall be conducted by a hearing official or committee appointed by the VPAA or designee. Such individual(s) must have no direct interest in the outcome of the case and shall decline to serve if a conflict of interest, or an appearance of a conflict of interest, exists with either the student or the Office of the Registrar (Records Custodian).
 - b. At least five (5) days prior to the date scheduled for the hearing, the student and the Office of the Registrar (Records Custodian), shall submit to each other, as well as to the hearing official or committee, any and all pertinent documents and a list of witnesses and advisors who are to be involved in the hearing process. The student may, at his/her own expense, be assisted or represented

by one or more individuals of his/her own choice, including an attorney for advisory purposes only. If the student is advised by an advisor, the Office of General Counsel shall represent the University. The student and the Records Custodian are each responsible for presenting relevant information. Therefore, the advisors and/or attorneys for the parties are not permitted to speak or participate directly in the hearing.

- c. At the hearing, the student shall have the opportunity to present evidence to support his/her position that the content of the relevant educational record is inaccurate, misleading and/or otherwise in violation of the privacy rights of the student.
- d. Any additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.
- e. Within seven (7) business days after the conclusion of the hearing, the hearing officer or chair of the hearing committee, if applicable, will transmit the decision in writing to the student, the Office of the Registrar, and the Assistant Vice President for SSSE or designee. The decision must include a summary of the evidence and the reasons for the decision. If, as a result of the hearing, the hearing official or committee determines that the information in the Education Record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, the student will be notified of the right to place a statement in the record contesting the information in the record or stating why the student disagrees with the decision of the agency or institution, or both. Any statement provided by the student shall be maintained with the contested portion of the record for as long as the record is maintained. In the event the contested portion of the record is later requested, the statement shall be disclosed with the record to the extent it pertains to the contested portion.

G. Release of Directory Information

The following student information is considered Texas Tech University Health Sciences Center El Paso Directory Information:

- Student Name
- Permanent and Local Address
- Previous Institutions Attended
- Major Field of Study
- Dates of Attendance
- Enrollment Status (undergraduate or graduate, full-time or part-time)
- Classification
- Degrees Conferred (included degrees from previous institutions)
- Awards, and Honors Received (including scholarships)
- Participation in Officially Recognized Activities

- Postgraduate Training/Clinical sites for R.N., M.D., or Ph.D. graduates and degree candidates

This information will be released by various campus offices periodically, or on request, unless the student stipulates that directory information (as defined above) be withheld. Students may request that directory information be withheld by submitting a completed [HSCEP OP 77.13 Attachment A, Student Consent to Release Education Records](#), or by restricting personal directory information in the [MyTech-El Paso](#) portal. Follow Directory Profile then select Personal Information to update release of directory information status.

H. Destruction of Records

The university constantly reviews the “educational records” it maintains and periodically destroys certain records. The university will not destroy records if prohibited by state or federal law, see [HSCEP OP 77.11](#) Permanent Student Record for designated permanent records. The student’s basic scholastic record is kept and maintained permanently in the Office of the Registrar. Disciplinary records are maintained for at least seven years in the Assistant Vice President for SSSA office. Student disability records are maintained for three years after the last date of enrollment. Record retention follows the TTUHSC El Paso Records Retention Schedule, see [HSC EP OP 10.09](#) Records Retention for detailed information.

I. Letters of Recommendation

Students may review recommendations used in application for employment or for admission to any educational agency or institution, or information concerning honors awarded, except when the student waives, in writing, the privilege of examination.

Under the Family Educational Rights and Privacy Act 1974, as amended, the student does not have access to confidential letters and statements of recommendation which were placed in the educational records before January 1, 1975, if the letters or statements are used for purposes for which they were specifically intended.

J. Medical Records

TTUHSC El Paso community is guided by [HSCEP OP 52.02](#) Privacy and Security of Health Information to ensure compliance with the provision of the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and state laws and regulations for the privacy and security of health information. Medical records of students seen by a TTUHSC El Paso faculty member at Texas Tech Physicians are completely confidential and will not be released to another person or institution without written permission of the student unless otherwise authorized by law. Students needing to request a copy of their medical records should contact the office where they received care. See also [HSCEP OP 52.09](#), Confidential Information and [HSCEP OP 52.02](#), Privacy and Security of Health Information.

VII. Regulations of Student Organizations

A. Conditions of Registration

- Student organizations wishing to register with the TTUHSC El Paso must file an online application with the Office of Student Engagement and Wellness, through [Tech Engage](#). The purposes and activities of the organization shall be lawful and not in conflict with regulations published by the Texas Tech University Health Sciences Center El Paso.
- Registered Student Organization (RSO) application shall be submitted electronically each year through the Tech Engage student organization management platform and shall contain, but not be limited to, the following information:
 - At least six students, four who serve as executive officers. New RSOs may register with at least four students. Students are permitted to hold a Presidency position in no more than two organizations at any given time. Students are permitted to hold any leadership role, including any Presidency, in no more than three organizations at any given time, total. Students seeking an exception can only do so with the permission of the Office of Student Engagement and Wellness and their respective school Office of Student Affairs (OSA). Their OSA will be asked to verify that the student is in good academic standing and has the capacity to take on additional leadership responsibilities.
 - At least one fulltime faculty or staff member serving as advisor.
 - Advisors are permitted to advise a maximum of two student organizations. While they can serve as a secondary advisor for more, they cannot be primary for more than two.
 - The following contact info for all members listed above:
 - Full name
 - Email address
 - Office location, position, and department of advisor
 - Constitution and bylaws. Constitution and bylaws must include the required non-discrimination, anti-hazing, and Title IX acknowledgement.
 - Student Organization Risk Management Certification.
 - Each RSO executive member is required to complete the Student Organization Risk Management Module before the application can be fully approved. The Risk Management Module can be found on the Forms page of Tech Engage.
 - Advisor Acknowledgement Form.
 - Each RSO advisor is required to complete the Advisor Acknowledgement before the application can be fully approved. The form can be found on the Forms page of Tech Engage.
- Membership in the organization shall be open to enrolled TTUHSC El Paso students without regard to race, color, religion, sex, national origin, age, disability, genetic information, status as a protected veteran, or any other legally protected category, class, or characteristic. Faculty, staff and alumni may hold adjunct memberships in accordance with the organization's constitution.

- The organization shall not duplicate the purposes and for functions of a previously registered student organization unless the need for such duplication is substantiated.
- All funding requests from TTUHSC El Paso controlled sources must be maintained in a TTUHSC El Paso account. Depending on the nature of the expense, the Office of Student Engagement and Wellness or the Student Services Fee Advisory Committee will review the request and allocate funding. For more information on processes, students should refer to the Student Services Fee Advisory Committee Guide to Submitting Appropriation and Funding Requests in Tech Engage.
- The organization shall show promise of effectively meeting its stated objectives, be free from control by any other organization, and be lawful and peaceful in its activities. If an organization shows non-compliance with policies and processes, they will be at risk of inactivation at the discretion of the Office of Student Engagement and Wellness or subject to conduct proceedings as outline in Part II. Code of Professional and Academic Conduct (Code) of this handbook.
- The organization shall not use the name of the Texas Tech University Health Sciences Center El Paso, logotype, or symbols of TTUHSC El Paso as part of its name, or in its publications. In addition, the organization shall not advertise or promote events or activities in a manner, which suggests sponsorship by TTUHSC El Paso. The organization is permitted to use the word “TTUHSC El Paso Chapter” as part of its name or to use the complete statement “a registered student organization at TTUHSC El Paso.” Requests to use logos or symbols protected by TTUHSC El Paso, Texas Tech University or the Texas Tech University System must be submitted to the Office of Student Engagement and Wellness for approval from the Office of Institutional Advancement.
- Registration of an organization results from compliance with these regulations; it does not imply TTUHSC El Paso approval of the organization or its activities. The organization shall agree to adhere to the policies, rules, and regulations of TTUHSC El Paso.

B. Faculty of Staff Advisor Requirement

Each registered organization must have a TTUHSC El Paso full-time faculty or staff advisor who provides the following support and guidance:

- available to the officers and members for consultation about the organization’s affairs,
- attends organization meetings and functions as often as possible,
- certifies the expenditures of the organization,
- offers suggestions regarding the operations of the organization,
- oversight to the adherence to TTUHSC El Paso regulations and the organization’s constitution and bylaws,
- Registers and utilizes the [Tech Engage](#) platform to support RSO

Advisors are limited to serving as the primary advisor for a maximum of two registered student organizations at any given time. Advisors are permitted to be secondary advisors for additional organizations if requested.

C. Conditions for Maintaining Registration

In order to maintain its registration, a student organization shall comply with the following requirements:

- The organization shall submit an electronic re-registration form through [Tech Engage](#) each academic year. The current president of the organization or designated representative shall file a notification of subsequent changes when they occur and keep rosters up-to-date in the Tech Engage system.
- The organization shall submit to the TTUHSC El Paso Office of Student Engagement and Wellness for approval, all changes in documents on file in that office relating to the organization, such as revisions in its constitution, changes in its statement of purpose, changes in procedures for handling organization funds, or changes in membership requirements through [Tech Engage](#).
- The organization shall maintain its funds in accordance with Section A of this part and be in good standing with the Texas Tech University Health Sciences Center El Paso.
- The organization shall demonstrate by its activities that it is conducting business to achieve its purpose and mission as stated on the application.
- The organization shall conduct its affairs in a lawful manner, in accordance with the constitution and bylaws it has on file, and in accordance with applicable Texas Tech University Health Sciences Center El Paso regulations and state statutes.
- The organization shall be responsible for the observance of all applicable TTUHSC El Paso regulations by off-campus individuals or organizations whose appearance on campus is sponsored by the organization.
- The TTUHSC El Paso Office of Student Services and Student Engagement (SSSE) may withdraw the registration of an organization for non-compliance with University policies and procedures

D. Denial of Registration

No student organization will be officially registered with the Texas Tech University Health Sciences Center El Paso if the Office of Student Engagement and Wellness determines that the organization's actions or activities are detrimental to the educational purposes of the University, not in accordance to the Institutional Student Handbook or overlap with an established student organization.

If registration is denied, the designated president and advisor of the applying organization shall be notified of the decision through [Tech Engage](#). The applying organization may make the requested revisions to their application and resubmit via the application process through [Tech Engage](#). If the registration is again denied for any reason, the applying organization may appeal in writing to the Assistant Vice President for Student Services and Student Engagement (SSSE) within five (5) business days from the date of the denial letter. The decision of the Assistant Vice President for SSSE is final.

E. Individual Participation Eligibility in Leadership Roles

Student participation in Registered Student Organization leadership positions requires good academic standing. School-level policies may exist that mandate additional participation restrictions based on academic progress or professionalism concerns. Contact your school Student Affairs office or dean for additional information related to school-level sanctions.

An individual student may hold an officer position in up to three different registered student organizations concurrently, of which no more than two may be president. Written appeals to school-level Student Affairs offices or dean may be made to override this rule under certain circumstances.

VIII. Use of University Space, Facilities and Amplification Equipment

A. Expressive Activities

- TTUHSC El Paso recognizes freedom of speech and expression as a fundamental right and seeks to ensure free, robust, and uninhibited debate and deliberation by students enrolled at TTUHSC El Paso as well as other persons.
- Expressive activities on the TTUHSC El Paso campus are governed by Texas Tech [University System Regulation 07.04](#).
- In the event of any conflict between this Section VII (1)(a) and any other provision of this Handbook, the provisions of this Section shall control.

B. Other Use of TTUHSC Space and Facilities

- The provisions of this Section VII(1)(b) shall apply to all uses of TTUHSC El Paso facilities for purposes other than expressive activities conducted in outdoor common areas.
- The space and facilities of the University are intended primarily for the support of the instructional program of the institution.
 - See [HSCEP OP 61.23](#), TTUHSC El Paso Classroom and Class Lab Scheduling Policy
- Permission to use campus space facilities may be granted only by the offices designated by [HSCEP OP 61.07](#), Use of TTUHSC El Paso Premises and Amplification Equipment.

IX. Solicitations, Advertisements and Printed Materials

Solicitation, sales, and services on University premises or in University-owned or University-controlled buildings are prohibited without prior written approval from the Office of Student Services and Student Engagement (SSSE). This includes financial planners, mortgage vendors and other financial services. The distribution of advertising leaflets or handbills or the use of sound trucks and equipment to promote sales on University premises is also prohibited without prior approval from the SSSE.

X. Student Travel Policy

[HSCEP OP 77.08](#) Student Travel Policy regulates any travel undertaken by one or more students presently enrolled at TTUHSC El Paso to an activity or event that is located more than 25 miles from the campus of TTUHSC El Paso. This Operating Policy (OP) applies to any event or activity which is organized, sponsored and/or funded by TTUHSC El Paso, is undertaken using a vehicle owned or leased by the university or is a required event or activity by a student organization registered at TTUHSC El Paso.

Each student who travels by any form of transportation to participate in a University-related activity, including but not limited to academically-related field trips, courses, competitions, or contests, or non-academic activities, must, prior to such activities, execute a copy of the [Travel Release and Indemnification Agreement](#) and the [Authorization for Emergency Medical Treatment](#).

Please refer to the TTUHSC El Paso Travel Office and the Office of Diversity, Inclusion and Global Health for information regarding travel abroad. See [HSCEP OP 10.29](#) Global Health Program for Students.

Students may apply for travel sponsorship in advance via a college, department and/or the Student Services Fee Advisory Committee (SSFAC) with Student Services and Student Engagement at ssfac.elp@ttuhsc.edu.

XI. Other Policies

Policies and procedures for certain items, including, but not limited to, academic advisement, academic review, appeals, attendance in academic courses, auditing courses, clinical attire, grades, promotions/dismissal, grievance procedures and student employment may be referenced in the various Schools' student handbooks and/or catalogs.

A. Absences, Attendance and Religious Holy Days

1. *Absences*

Please refer to the individual School's catalogs and/or handbooks for more specific details relating to your program or [HSCEP OP 77.12](#), Religious Holy Day Observances and Need for Student Absence.

2. *Attendance*

The faculty member responsible for the course determines attendance requirements for each course. A student who fails to attend any class for any reason is responsible for the material presented in class, assignments, examinations, announcements, etc. to the same extent as though the student had attended the class. Please refer to the individual School's catalogs and/or handbooks for more specific details relating to your program.

3. *Religious Holy Days*

See [HSCEP OP 77.12](#), Religious Holy Day Observances and Need for Student Absence.

B. Academic Requirements

Academic requirements vary with each TTUHSC El Paso School and particular degree program in which the student is enrolled. Students should consult with their respective School's academic/program advisor and/or School's catalog and/or handbook for specific details. Information related to individual student progress toward degree is also available via the [MyTech](#) portal at [DegreeWorks](#) link under Registration heading.

Inter-professional Education: Depending upon the school affiliation, TTUHSC El Paso students may be required to complete a non-credit courses in inter-professional education. Implementation of this requirement will vary across schools and degree programs and may not be detailed in DegreeWorks. Students should consult their academic/program advisor and/or school catalog and/or handbook for additional information.

C. Personal Counseling Services

Personal counseling services are available to all TTUHSC El Paso students. An on-campus Student Support Center is available to students weekdays (9a-4p) for drop-in or appointments may be made by calling 915-215-TALK (8255) or emailing support.elp@ttuhsc.edu (no session limit). For those interested in non-campus providers our affiliated partners are listed at [Office of Student Services and Student Engagement website](#). Visits to outside providers are limited to a maximum of 8 sessions covered by student services fees academic each year (September-August) by presenting their student identification card to the selected provider. Additional sessions with external providers must be covered by personal health insurance so check in advance if your insurance is accepted by your selected provider. For after-hours call Emergency Health Network at (915) 779-1800, for emergencies dial 911. The [National Suicide Prevention Lifeline](#) is available by phone at 1-800-273-8255 or dial 988 to connect with a trained counselor.

D. Admissions and Applicants

The educational policies of the TTUHSC El Paso are founded upon the regulations of the Board of Regents of the Texas Tech University System. TTUHSC El Paso is a health related institution that offers upper-level undergraduate, graduate professional academic programs. The application and admissions policies for TTUHSC El Paso are outlined in the individual Schools' catalogs and/or handbooks.

Most programs at TTUHSC El Paso have a deadline for the receipt of applications and supporting documents. These deadlines vary by program and application year. Applicants are advised to contact the program to which they are seeking admission for specific deadline dates.

E. Adding and Dropping Courses

See the Office of the [Registrar web-page](#) for all related academic policies and also consult the academic catalog and/or handbook for school-level policies.

Students should make an appointment with his/her advisor to complete appropriate documentation. Students dropping a course to the point of zero hours of enrollment are considered to be withdrawing from the institution and should work with the school level office of student affairs for approval. Those receiving federal financial aid should consult the Office of Financial Aid and Student Business Services for information related to return of Title IV funds requirements and financial obligations to the institution.

F. Alcohol/Illegal Drugs and Student Drug Screening Requirements

Texas Tech University Health Sciences Center El Paso (TTUHSC El Paso) students enrolled in clinical programs are entrusted with the health, safety and welfare of patients. The safety and welfare of patients cared for by TTUHSC El Paso students is of primary concern in all TTUHSC El Paso clinical programs and its contracted affiliated entities that provide essential clinical experiences for TTUHSC El Paso students. As a result the following policies provide guidance,

See [HSECEP OP 10.03](#), Alcohol and Illegal Drugs

See [HECEP OP 77.15](#), Working with Affiliated Entities – Student Drug Screenings

G. Credit by Exam

See [HSCEP OP 77.07](#), Credit by Examination requirements for all TTUHSC El Paso schools.

H. Death of Student

The Office of Student Services and Engagement (SSSA) is the Office of the President's liaison regarding the notification of any student deaths. Schools must notify the Assistant Vice President for SSSE immediately in the event of any student death at 915215-4637 or via email at elp.studentservices@ttuhsc.edu

I. Institutional Email

The official mode of communication at TTUHSC El Paso is via your University email account. In order for us to remain in contact with each other, all members of the community are expected to use due diligence in maintaining and checking their accounts for messages, normally on a daily basis. Failure to do so may result in adverse consequences. Members of the TTUHSC El Paso community are expected to participate, when asked to do so by the University, in proceedings associated with this Code and to do so in a respectful and meaningful way.

J. Students with Disabilities

[HSCEP OP 77.14](#), Establishing Reasonable Accommodations for Students with Disabilities, provides policy related to the American with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and state and local requirements regarding students with disabilities. Under these laws, no otherwise qualified individual with a disability shall be denied access to or participation in services, programs, and activities of TTUHSC El Paso solely based on the disability. Students with questions about disability services, documentation, and accommodations should review the [Student Disability Resource Manual](#) on the SSSE Academic Success and Accessibility Office (ASAO).

Any student seeking accommodations on the basis of disability must register with the ASAO in Office of Student Services and Student Engagement (SSSE) suite located in the MSBII 2C201. The process to request accommodations includes an application for services, appropriate documentation of the disability, and an intake interview.

Students with grievances related to discrimination on the basis of a disability should review this Institutional Student Handbook, Section V. on Anti-Discrimination policies and procedures.

K. Discrimination/Equal Opportunity

No person shall be excluded from participation in, denied the benefits of, or be subject to discrimination under any program or activity sponsored by TTUHSC El Paso on any basis prohibited by applicable law, including but not limited to, race, color, national origin, religion, sex, veteran status or disability. For more information view [HSCEP OP 51.01](#), Equal Employment Opportunity Policy and Affirmative Action Program and [Texas Tech University System Regulation 7.09](#).

L. Student Emergency Contact Information

Students must keep their Emergency Contact Information current with the Office of the Registrar. Updates may be provided in person at MSBII 2C201 or via the [MyTech portal](#) under “Personal Information” box and select “Update Emergency Contacts” to complete required information. Contact the Office of the Registrar for assistance. Student who do not have an emergency contact on file will have a registration hold placed on their student account until resolved.

M. Employment Grievance

A student wishing to pursue a grievance concerning employment with the University and who has not found satisfaction or resolution with his or her immediate supervisor or the person in charge of that department may contact the Office of Equal Employment Opportunity in accordance with the grievance procedures outlined in the [HSCEP OP 70.10](#), Non-faculty Employee Complaint Procedures. The procedures manual may be reviewed in the Office of Equal Employment Opportunity.

N. Exams – Bring you Own Device Policy

The general expectation is that students and residents will possess, maintain, and use their own electronic device(s) (i.e., laptops, smartphones, and tablets) for all administrative, curricular, and assessment purposes related to their academic or residency program(s) with authorized participation in the TTUHSC El Paso learning environment, except when otherwise specified by the academic or residency program or by TTUHSC El Paso administration; see [HSCEP OP 56.06](#) Bring Your Own Device (BYOD)

In addition, refer to the individual School’s catalogs, handbooks, and web-pages for more specific exam details relating to your program. Any student seeking exam accommodations on the basis of disability must register in advance with the Student Success and Accessibility Office (see IX.J. for additional information) in the Office of Student Services and Student Engagement and must provide all required documentation to support accommodation request. Appropriate and reasonable accommodations, if any, will be determined by the Student Success and Accessibility Office.

O. Financial Responsibility

Students must meet all financial responsibilities due to the University. The writing of checks on accounts with insufficient funds, issuance of stop pays, disputed credit card chargebacks, or the non-payment or delinquent payment of outstanding loans, and failure to meet any other financial obligations to the University, (including failure to return Title IV funds), are considered a lack of financial responsibility. Financial irresponsibility may subject the student to additional fees, fines, suspension of check writing privileges, denial of registration, withholding of grades, transcripts, and diplomas and possible adjudication under the Code of Professional and Academic Conduct. A student who fails to make full payment of tuition and mandatory fees, including any incidental fees, by the due date, may be prohibited from registering for classes

until full payment is made. Generally, failure to meet financial obligations to the University may result in:

- Cancellations of the student's registration if tuition and registration fees are not paid by the 20th class day (15th class day in summer), or if a returned check given in payment of tuition and fees is not redeemed by that time;
- Loss of University check writing privileges and possible criminal prosecution for writing insufficient fund checks and for failure to pick up a returned check;
- A student who fails to make full payment prior to the end of the semester or term may be denied credit for the coursework completed that semester or term.
- A hold placed on a student's academic records preventing future registration or receiving transcripts (before registering or requesting a transcript, students may check on the presence of holds by accessing their records at <https://portal.texas-tech.edu> under the MyTech – El Paso tab).
- Reporting of delinquent accounts to a credit agency or a collection agent.
- For more information, please visit the [Student Business Services website](#) .

P. Grades/Grading

- See [HSCEP OP 59.05](#), Grading Procedures and Academic Regulations.
- The instructor assigned to a course has the responsibility for determining a grade and for judging the quality of academic performance.
- The processing of formal appeal procedures is the responsibility of the School which administers the course. A copy of the grade appeal procedures may be found in the individual Schools' catalogs and/or handbooks. A grade can be formally appealed only when there is demonstrable evidence that prejudice, arbitrary or capricious action on the part of the instructor has influenced the grade. The burden of proof that such an unfair influence has affected a grade rests with the student who appeals the grade. Only final course grades may be formally appealed to the responsible academic dean. Earlier grades and other academic grievances may be discussed with the instructor involved and with the chair of the department or division involved.

Q. Patient Rights and Responsibilities

It is the policy of Texas Tech University Health Sciences Center at El Paso (TTUHSC at El Paso) to promote considerate, courteous, and respectful care and treatment for all patients. It is recognized that the patient is a vital participant in the treatment plan and therefore has rights and responsibilities regarding that treatment. See Ambulatory Clinic Policies and Procedures [6.1 Patients' Rights and Responsibilities](#).

To maintain this obligation to our patients we must commit to a culture of care and protection patients' rights and strive for the following:

- Strict adherence to all laws, regulations and policies related to patient care
- Treat patients with respect, without discrimination at all times
- Deliver service in an effective and efficient manner.

See [Ambulatory Clinic Policies and Procedures](#) for additional guidance.

R. Graduation Procedures

Degree requirements are published in the individual School's catalogs.

Prior to graduation, all candidates for TTUHSC El Paso degrees are required to:

- Complete all graduation requirements set forth by the applicable School;
- Complete the *Intent to Graduate Application* (link provided by school level office of student affairs in the semester before anticipated graduation). Please note that the student's "diploma name" as requested in the Intent to Graduate Application is printed on the student's diploma, and information provided by the student is used in commencement programs. In the event that the student has requested that directory information is confidential – specific request to release information for commencement bulletin is confirmed via the Graduation application process;
- Requires student active registration in the semester the certificate or degree is to be conferred unless the student is granted an exception by the dean of their school;
- Pay the graduation application fee applied to you bill by Student Business Services via your student account - \$75;
- Attend an online Exit Interview session scheduled by the Student Financial Aid Office for students who have received financial assistance, which must be repaid after graduation.

S. Student Health Services

The Texas Tech Physicians at Kenworthy provides health services to TTUHSC El Paso students who are currently enrolled and have paid the Medical Services Fee as part of tuition and fees. To receive health services students must present Student ID card and provide co-payment at the time of the appointment. Students may contact their insurance provider to determine if they qualify for co-payment reimbursement.

The Medical Services Fee covers only those services provided by the Texas Tech Physicians at 9849 Kenworthy and specific laboratory and radiology service performed at cooperating locations. All other charges incurred are the student's responsibility.

1. *Appointments*

- a) Call (915) 215-5500 for appointments Monday-Friday 9am – 5pm
- b) Sudden Illness: call (915) 215-5500 as early as possible on day requiring care

- c) After hour visits: Call (915) 215-5500 and ask to leave a message for the on-call physician.
- d) Those without an appointment may have to wait for a physician.
- e) Request Dr. Madrid to see a clinician who does not supervise students for increased privacy

NOTE: Immunizations, paperwork, and routine procedures are not ordinarily considered urgent care, and may not be taken care of on the same day as requested.

If you have a health emergency that requires you to be seen at a hospital emergency room, go to the hospital listed as a provider on your insurance. Visits to an emergency room that generate a charge from either TTUHSC El Paso or the hospital are your responsibility

2. *Clinic Procedure*

a) Check-in

At check-in inform the receptionist that you are a TTUHSC El Paso student.

b) ID Requirement

Present valid TTUHSC El Paso Student Identification Card; failure to do so may result in no service

c) Co-Pay

Provide \$10 co-pay at time of appointment, note additional fees may result from labs or procedures not covered (provided at a reduced rate)

3. *Billing*

If the student receives a bill from the Texas Tech Physicians at Hague for services covered by the medical service fees, please contact the Office of Student Services and Student Engagement at 915-215-4370.

T. Student Health Insurance

Students are required to have hospitalization insurance coverage for each semester enrolled throughout the duration of their academic program per [HSCEP OP 77.22 Mandatory Student Health Insurance Requirement](#). Students are required to purchase the Academic Health Plan insurance provided by the TTU system via their student account or provide proof of outside coverage at the time of bill payment to waive fee. Information on how to submit proof of coverage is provided to each enrolled student from the Office of Student Services and Student Engagement and is managed via the Academic Health Plans (AHP) Portal. Those students using financial aid to pay for insurance coverage are required to complete an authorization for surplus aid to cover AHP insurance cost.

The Texas Tech University System (TTUS) works with Academic Health Plans (AHP) to offer and administer health insurance coverage options for purchase to all students. Students have the option to investigate alternative insurance plans. Insurance information can be found on the [Office of Student Services and Student Engagement web-page](#)

U. Immunization Requirements

In order to protect the health of our students and the health of the patients with whom they come in contact, TTUHSC El Paso requires all entering students to provide documentation of all immunizations as required by their respective schools. Immunization requirements are stipulated by each School and students should consult their School catalogs and handbooks.

See also [Ambulatory Clinic Policy and Procedure EP 7.01](#)

Exclusions for Immunization Requirements in Texas Institutions of Higher Education. See <https://www.dshs.texas.gov/immunize/school/rules.aspx>

V. State Residency Classification

Residency is established at the time of application to TTUHSC El Paso. Some students may be eligible for Border County waivers; see [HSCEP OP 77.18](#), Border County Waiver.

Students are responsible for registering under the proper residence classification and for providing documentation as required by the institution. If there is any question about the right to classification as a resident of Texas, it is the student's obligation, prior to the time of enrollment, to ask for an official determination by the Office of the Registrar. Non-residents who live in Texas taking only online courses are charged non-resident tuition and fees. An applicant whose classification as a resident of the State of Texas is not clearly established should request a Residency Questionnaire from the Office of the Registrar. The Oath of Residency information can be found at: <https://el Paso.ttuhsc.edu/student services/registrar/forms.aspx>

W. Student Government Association (SGA)

The Student Government Association is the official organization representing students. Students may identify with off-campus programs and activities as individuals, but not as representatives of the student body. The Student Government Association (SGA) promotes, directs and coordinates student activities at Texas Tech University Health Sciences Center El Paso (TTUHSC El Paso). The executive council and senators are elected from each of the four schools and act to voice student concerns to the TTUHSC El Paso Faculty and Staff and encourage interdisciplinary communication and participation among the individual schools that compose TTUHSC El Paso. The Office of Student Services and Student Engagement (SSSE) provides administrative support for SGA. See the [SGA web-page](#) on [TechEngage](#).

X. Student Publications

See [HSCEP OP 77.03](#), Official Student Publications.

Y. Tuition and Fees

Visit Student Business Services for details related to tuition, fees, billing and payment options.

1. *Approval of Student Fees*

Approval of Student Fees: The Board of Regents shall approve the assessment of tuition and fees for students of TTUHSC El Paso. The recommended revisions to tuition and fees shall be presented biennially to the Board of Regents for approval.

2. *Payment Deadlines*

TTUHSC El Paso is authorized to establish payment due dates in advance of the beginning of a semester and prior to the sixth and eleventh class weeks respectively so that required payments have been received and student records have been appropriately updated on the dates required by law.

3. *Payment of Tuition and Fees*

Texas Education Code, Section 54.007, provides that state-supported institutions of higher education shall provide students with the election to pay tuition and fees during the fall, spring, or long (10 weeks or longer) summer semesters in installments. TTUHSC El Paso offers these payment alternatives.

[a\) Payment alternative information](#)

~~a) —~~

- (1) Full payment of tuition and fees in advance of the beginning of the semester; or
- (2) One-half payment of tuition and fees in advance of the beginning of the semester and separate one-fourth payments prior to the sixth and eleventh class weeks, respectively.
- (3) If a student elects to pay tuition and fees using the payment alternative, he or she shall be assessed an installment payment option fee in addition to the required payment of tuition and fees. The fee developed and recommended for approval shall reflect all costs incurred in operating and handling payments under the installment payment alternative. The Board of Regents has delegated to the President of Texas Tech University Health Sciences Center El Paso, the authority to approve all discretionary, incidental fees.
- (4) If a student who has elected to pay tuition by installment fails to pay in full all amounts of tuition, other registration fees, installment option fee, late payment fees, and other authorized fees by the end of the business day of the last day of the semester, then he or she will be dropped from School for failure to pay.
- (5) Installment payment plans may not be available for semesters or terms less than 10 weeks long.
- (6) TTUHSC El Paso shall develop procedures so that students are notified of the requirements, provisions, and penalties of the installment payment options.

4. *Tuition and Fees Refund Policies*

Visit **Student Business Services** under **Student Resources/Financial Information** for detailed information about the impact of decreasing course load on:

- All students who withdraw from TTUHSC El Paso or drop all courses during a term
- Additional considerations for students who received financial aid and withdraw from TTUHSC El Paso or drop all courses during a term

a) Institutional Refund Policy

Texas Education Code, Section 54.006, provides the amount of tuition and fees to be refunded to students who drop courses or withdraw from the institution. Class day count is based on the official institution academic calendar for the school, not the specific course dates.

Students who drop a course, but remain enrolled at the institution will be refunded at the following rate:

| Term | Class Day | % Refund of Charges |
|------|-----------|---------------------|
| | | |

| | | |
|--|--|------|
| Term of Session 5 weeks or less duration | 1st class day through 2nd class day | 100% |
| | After the 2 nd day of class | None |
| Term of Session More than 5 weeks but less than 10 weeks in duration | 1st class day through 4th class day | 100% |
| | After the 4th day of class | None |
| Fall, Spring or Summer Duration of 10 weeks or longer | 1st class day through 12th class day | 100% |
| | After the 12th day of class | None |

Students who withdraw from the institution (zero semester credit hours) are required to pay tuition and fees according to the following schedule based on their official withdrawal date:

| Term | Class Day | % Refund of Charges |
|--|----------------------------|---------------------|
| Term or Session 5 weeks or less duration | Before the 1st class day | 100% |
| | 1 st class day | 80% |
| | 2nd class day | 50% |
| | 3rd class day of later | None |
| Term or Session More than 5 weeks but less than 10 weeks in duration | Before the 1st class day | 100% |
| | 1st, 2nd, or 3rd class day | 80% |
| | 4th, 5th, or 6th class day | 50% |
| | 7th class day of later | None |
| Fall, Spring or Summer duration of 10 weeks or longer | Before the 1st class day | 100% |
| | 1st five class days | 80% |
| | 2nd five class days | 70% |
| | 3rd five class days | 50% |
| | 4th five class days | 25% |
| | 21st class day and after | None |

Students who withdraw from TTUHSC El Paso or drop all courses during a term that receive(d) financial aid, should be aware of the refund policies and to understand the impact they will have on the aid released and the continued financial aid eligibility. Current refund policies for students who withdraw or drop all courses during a term are determined by the Higher Education Title IV refund regulations.

Any refund due to a student will be after calculation of the amount of tuition and fees due at the time of withdrawal. If the student has paid less than the amount due at the time of withdrawal, the student will be required to pay the percentage due to TTUHSC El Paso.

Federal Refund and Repayment calculations must be performed for students who receive Title IV (Pell, FSEOG, Perkins and/or Stafford Loans) funds and officially withdraw from all courses, drop out of all courses, are expelled, take an unapproved leave of absence, or fail to return from an approved leave of absence prior to the 60% date of the term. All “unearned aid” must be returned to the federal aid programs as determined by the Federal Refund and Repayment calculations. Failure to return Title IV funds constitutes a failure to meet a financial responsibility due to the University which is subject to any of the actions stated in the Financial Responsibility section above.

- The requirements for Title IV program funds are separate from the university refund policy. As such, you are responsible for unpaid institutional charges remaining after the refund calculation. You are also responsible for charges/balances created by the returning of Title IV program funds that the school was required to return.
- If you have questions about your Title IV program funds, you can call the Federal Student Aid Information Center at 1-800-4-FEDAID (1-800-433-3243). TTY users may call 1-800-730-8913. Information is also available on Student Aid on the Web at <https://studentaid.ed.gov/sa/>

In order to keep all the financial aid issued in each term, students must be enrollment for at least 60% of the term. After this point in the term students have earned 100% of the Title IV funds released for the term. Therefore, it is in your best interest to maintain attendance and complete at least one class each term that you receive federal aid to avoid repayment of funds.

How the Title IV return calculation works:

1. Number of days attended ÷ Days in semester = % of semester completed
2. Total \$ disbursed X % completed = Earned \$
3. Total \$ disbursed - Earned \$ = \$ to be returned

An example calculation is available on the Student Business Services web page: <https://elpaso.ttuhs.edu/fiscal/businessaffairs/studentbusserv/resources/financial-information/default.aspx>

Once it is determined that you owe money back to any of the federal aid programs, you will not be eligible to receive further federal aid at TTUHSC El Paso or any other institution, until this debt is cleared.

Please note, your failure to complete a semester or term could impact your Satisfactory Academic Progress (SAP) and your future eligibility for financial aid. To remain eligible for financial aid, a student must maintain satisfactory academic progress. This consists of three categories: (1) grade point average on hours attempted (qualitative), 2 hours successfully completed (quantitative) based on hours enrolled and (3) time to degree. You must complete your program of study within 150% of the normal time required for the program.

The complete policy is available on the Financial Aid website under [Satisfactory Academic Progress](#).

Z. Use of University Seal

Texas Tech University Health Sciences Center El Paso (TTUHSC El Paso) regulates the use and secure handling of the presidential seal (also known as the university seal) as per [HSCEP OP 10.32 Use and Secure Handling of Presidential Seal](#). The embossed presidential seal is, in addition to a symbol of the identity of TTUHSC El Paso, a corporate mark of identification demonstrating the authenticity of academic records, contracts, and other documents executed in the name of TTUHSC El Paso. In these regards, the integrity of TTUHSC El Paso depends on the presidential seal being used only for permissible purposes by authorized institutional officials.

XII. Contact Information

A. Student Services and Student Engagement (SSSE)

| Contact | Support areas | Phone/email |
|--|---|---|
| SSSE Main Office | ID Cards, general questions, 3 rd party external counseling providers | 915-215-4370 elp.studentservices@ttuhsc.edu |
| Registrar | Registration, Verification, Transcripts, Diplomas, Student Account Holds | 915-215-4183 epregistrar@ttuhsc.edu |
| Student Financial Aid/Veteran Affairs | FAFSA, TAFSA, Pell, Federal Loans, Scholarships, Grants, Emergency Funds, Veteran Certification | 915-215-5602 elp.financialaid@ttuhsc.edu |
| Academic Success and Accessibility Office (ASAO) | Accommodations, Academic Support, Counseling Services Liaison | 915-215- 6018 4786 disabilitysupport.elp@ttuhsc.edu |
| Student Conduct | Areas covered under Part II of this Handbook | 915-215- 4537 4370elp.studentservices@ttuhsc.edu |
| Student Engagement | Student Government, Student Organizations, Campus-wide Events/Activities, Campus | 915-215-4705 elp.studentservices@ttuhsc.edu |

| | | |
|---|---|--|
| | Activity Board, Student Leadership Development | |
| Student Wellness | Wellness Center, Wellness Programming, Academic Health Plan, Student Wellbeing, Intramural Sports, Student Lounges, Food Pantry | 915-215-4370 elp.studentservices@ttuhsc.edu |
| Student Support Center | On campus counseling services for students and residents | 915-215-TALK (8255) support.elp@ttuhsc.edu |
| Student Services Fee Advisory Committee | Requests for use of student service fees by registered student organizations or for individual student travel | Meets second Tuesday of each month ssfac.elp@ttuhsc.edu |

B. School-level Student Affairs

| Contact | Phone | Email |
|---|--------------|--|
| Gayle Greve Hunt School of Nursing (HSON) | 915-215-6124 | Jackeline.Biddle-Richard@ttuhsc.edu |
| Francis Graduate School for Biomedical Sciences (FGSBS) | 915-215-4157 | Jazmin.Carrera-Blas@ttuhsc.edu |
| Paul L. Foster School of Medicine (FSOM) | 915-215-4817 | student.affairs.plfsom@ttuhsc.edu |
| Woody L. Hunt School of Dental Medicine (HSDM) | 915-215-4207 | andrea.ramirez@ttuhsc.edu or Rhonda.Everett@ttuhsc.edu |

C. Important Campus Contacts

| Contact | Phone | Email |
|---|--------------|--|
| Associate Dean for Academic Affairs | 915-215-4864 | Veronica8.Rodriguez@ttuhsc.edu |
| Campus Police (Non-emergency) | 915-215-7111 | |
| Council on Diversity and Inclusion | 915-215-8829 | jessica.calderon-mora@ttuhsc.edu |
| Institutional Advancement | 915-215-4850 | |
| Occupational Health | 915-215-4429 | |
| Office for Diversity, Inclusion and Global Health (ODIGH) | 915-215-8829 | mayra.morales@ttuhsc.edu |
| Parking and Transportation | 915-215-4425 | ParkingElp@ttuhsc.edu |
| Police – Emergency | 911 | |
| Student Business Services | 915-215-5680 | sbselp@ttuhsc.edu |
| Title IX Coordinator for TTUHSC El Paso | 915-215-5439 | titleixcoordinatorelp@ttuhsc.edu |

XIII. Document Updates

A. Version December 27, 2022

1. Clarification of the process related to Section IV. Student Complaint or Grievance Policies and Procedures, Item B.2. and insertion of Section IV. Item B.3. Updates provide greater clarity in process variations between grievances involving an individual school and those that cross the broader campus community.
2. Update to contact information related to Title IX resources.
3. Update to name and abbreviations associated with the Francis Graduate School of Biomedical Sciences (FGSBS).
4. Addition of Section XIII. to document off-cycle updates to this handbook.