

TEXAS TECH UNIVERSITY
LUBBOCK, TEXAS

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

SEPTEMBER 1, 1994 THROUGH AUGUST 31, 1995

TEXAS TECH UNIVERSITY

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

JUNE 9, 1995

TEXAS TECH UNIVERSITY
Lubbock, Texas

Minutes

Board of Regents
June 9, 1995

M89. The Board of Regents of Texas Tech University met in regular session on Friday, June 9, 1995, at 1:00 p.m. in the Faculty Conference Room of the Texas Tech University Health Sciences Center at El Paso. The following regents were present: Mr. Edward E. Whitacre, Jr., Chair, Mr. John C. Sims, Vice Chair, Mr. J. Robert Brown, Dr. Bernard A. Harris, Jr., Mrs. Patsy Martin, Dr. Carl E. Noe, Mr. James E. Sowell, Ms. Elizabeth C. Ward and Mr. Alan B. White. Officials and staff present were: Dr. Robert W. Lawless, President; Dr. Donald R. Haragan, Executive Vice President and Provost, TTU; Dr. Bernhard T. Mitemeyer, Executive Vice President and Provost, TTUHSC; Mr. Jim Brunjes, Vice President for Administration; Mr. Pat Campbell, Vice President and General Counsel; Mr. Mike Sanders, Vice President for Governmental Affairs; Mr. William G. Wehner, Vice President for Institutional Advancement; Mr. Don Cosby, Vice President for Fiscal Affairs, TTU; Mr. Elmo Cavin, Vice President for Fiscal Affairs, TTUHSC; Dr. Robert H. Ewalt, Vice President for Student Affairs; Mr. Eric Williams, Associate Vice President and Mr. Gene Bals, Facilities Planning and Construction; Dr. Arthur Nelson, Dean, School of Pharmacy; Dr. Gary W. Welch, Regional Dean and Mr. Larry Elkins, Assistant Dean for Finance and Administration, TTUHSC at El Paso; Mr. Dudley McCauley, Assistant Dean for Finance and Administration, TTUHSC at Amarillo; Mr. D. Kent Kay, Director, Internal Audit; Dr. Margaret Simon Lutherer, Director and Ms. Jennifer Dudley, TTUHSC at El Paso Manager, University News and Publications; Mr. Jim Lewis, Executive Assistant to Executive Vice President, TTUHSC; and Mrs. Donna Davidson Kittrell, Assistant Secretary.

Others present were: Mrs. Robert W. Lawless; Mrs. Renee Vaughn; Mrs. Cathy Kay; Mrs. Kathy Showers; Mrs. Leslie Duke; Mrs. Peggy Kosloskie; and Ms. Gina Howard, Lubbock Avalanche Journal.

M90. Chair Whitacre called the meeting to order and asked Mr. Jim Brunjes to give the invocation.

M91. Upon motion made by Dr. Noe, seconded by Ms. Ward, the revised Minutes of the meeting of April 14, 1995, were approved.

M92. Dr. Noe reported for the Academic and Student Affairs Committee. The following seven items (M93 through M100) constitute action taken upon committee recommendation.

M93. Upon motion made by Dr. Noe, seconded by Dr. Harris, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the attached Board of Regents Ethics Policy; Attachment No. M1.*

Mr. Sims commented that the Committee recommends that each regent report to the Board of Regents Office personnel, on a new form that is to be developed, all affiliations/committees they are members of in order to facilitate identification of possible conflicts of interest issues upon items being presented the Board.

M94. Upon motion made by Dr. Noe, seconded by Mr. White, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the amendments to the Faculty Senate Constitution as reflected in the vote of the faculty on May 2, 1995, regarding participation of librarians and archivists in the Faculty Senate.*

M95. Upon motion made by Dr. Noe, seconded by Mr. Sims, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the revisions to Part VI. Registration of Student Organizations and Part IX. Code of Student Conduct of the Student Affairs Handbook as amended and noted in the attachment to be effective August 1, 1995; Attachment No. M2.*

- M96. Upon motion made by Dr. Noe, seconded by Ms. Ward, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the name change of the Department of Range and Management to the Department of Range, Wildlife and Fisheries Management and that the degree program, Bachelor of Science in Wildlife Management, be changed to Bachelor of Science in Wildlife and Fisheries Management.*
- M97. Upon motion made by Dr. Noe, seconded by Dr. Harris, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the Self-Exclusion Statement for the Board of Regents as attached; Attachment No. M3.*
- M98. Upon motion made by Dr. Noe, seconded by Mr. Brown, the following was unanimously approved: *RESOLVED, that the Board of Regents approves appointment with tenure for Dr. Wayne A. Bailey, Dr. Genaro J. Perez and Dr. David M. Roundhill of the College of Arts and Sciences and Dr. Thomas D. Burton of the College of Engineering.*
- M99. Upon motion made by Dr. Noe, seconded by Mrs. Martin, the following was unanimously approved: *RESOLVED, that the Board of Regents ratifies administrative actions as follows:*
- a. *Leaves of absence;*
 - b. *Commission as peace officers, Donnell W. Yandell, effective April 10, 1995, Bryan L. Roberts, effective April 17, 1995, Dewayne Haney, effective June 1, 1995, and Enrique Saldana, effective June 1, 1995; Attachment No. M4.*
- M100. Mr. White reported for the Finance and Administration Committee. The following seven items (M101 through M107) constitute action taken upon committee recommendation.
- M101. Mr. White introduced the Global Fee Document and stated that the Committee recommended a \$9 per semester credit hour increase instead of the originally submitted request of \$6 per semester credit hour increase.
- Upon motion made by Mr. White, seconded by Mr. Sims, the following was unanimously approved, as amended by the Committee: *RESOLVED, that, subject to compliance with Section 55.16(d) Texas Education Code, the Board of Regents authorizes the President to approve the assessment and collection of the fees shown on the revised attached list from regularly enrolled and prospective students of Texas Tech University beginning with the fall semester, 1995; Attachment No. M5.*
- Ms. Ward commented that the Committee recommends that a portion of the increased revenues be used to fund additional sections of the freshman transition course.
- M102. Upon motion made by Mr. White, seconded by Dr. Harris, the following was unanimously approved: *RESOLVED, that the Board of Regents approves an Interagency Cooperation Contract between Texas Tech University and Texas Tech University Health Sciences Center for utilities, services and supplies in an amount not to exceed \$7,450,000 during the 1996-1997 biennium, and authorizes the President to sign the contract.*
- M103. Upon motion made by Mr. White, seconded by Dr. Harris, the following was unanimously approved: *RESOLVED, that the Board of Regents approves an Interagency Cooperation Contract between Texas Tech University and Texas Tech University Health Sciences Center for various categories of support in an amount not to exceed \$5,100,000 during the 1996-1997 biennium, and authorizes the President to sign the contract.*
- M104. Upon motion made by Mr. White, seconded by Ms. Ward, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the awarding of the General Operating Account to American State Bank of Lubbock, Texas, for the period September 1, 1995, through August 31, 1999, with option for renewal in two-year increments, thereafter, upon mutual written agreement and authorizes the President to sign the contract.*

- M105. Upon motion made by Mr. White, seconded by Mrs. Martin, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the contract with the City of Lubbock to provide campus bus service for \$31.45 per hour subject to a fuel adjustment provision based on a deviation from \$1.05 per gallon for the period September 1, 1995 through August 31, 1996, and authorizes the President to sign the contract.*
- M106. Upon motion made by Mr. White, seconded by Dr. Noe, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the attached holiday schedule for the 1995-1996 fiscal year; Attachment No. M6.*
- M107. Upon motion made by Mr. White, seconded by Mr. Brown, the following was unanimously approved: *RESOLVED, that the Board of Regents ratifies the attached budget adjustments; Attachment No. M7.*
- M108. Mrs. Martin reported for the Campus and Building Committee. The following four items (M109 through M112) constitute action taken upon committee recommendation.
- M109. Upon motion made by Mrs. Martin, seconded by Mr. Sims, the following was approved, as amended by the Committee: *RESOLVED, that the Board of Regents grants the Ex-Students Association permission to modify their Building Use Policy such that within the applicability of all appropriate laws and regulations beer and wine can be served at events or functions in the new alumni center. Alcohol will not be sold. Alcohol will be furnished by the sponsoring group and served by the caterer under the laws of the State of Texas (as directed by the Alcoholic Beverage Commission). No alcohol will be served at events sponsored by student organizations or groups. Mr. Sowell voted against the motion.*
- M110. Upon motion made by Mrs. Martin, seconded by Dr. Harris, the following was unanimously approved: *RESOLVED, that the Board of Regents authorizes the President to proceed with planning and to appoint the firm of Joe D. McKay, Architects, as project architect, approves the schematic design and authorizes the President to proceed with contract documents and the receipt of bids, and to award a construction contract, with the concurrence of the Chair of the Board and the Chair of the Campus and Building Committee, subject to approval from the Texas Higher Education Coordinating Board, for the construction of an athletic services building for Dan Law Field.*
- BE IT FURTHER RESOLVED, that the project budget is established at \$575,000.*
- M111. Upon motion made by Mrs. Martin, seconded by Mr. Brown, the following was unanimously approved: *RESOLVED, that the Board of Regents authorizes the President to proceed with planning, appoint the firm of Adling Associates, Architects, as project architect, approves the schematic design, and authorizes the President to proceed with contract documents and the receipt of bids for the replacement of the roof on the Central Heating and Cooling Plant I.*
- BE IT FURTHER RESOLVED, that the project budget is established at \$400,000.*
- M112. Upon motion made by Mrs. Martin, seconded by Dr. Harris, the following was unanimously approved as amended by the Committee: *RESOLVED, that the Board of Regents approves a one year extension of the commitment made in Board Order M21, October 1, 1993, to September 30, 1996, with the stipulation that the item be reviewed by the Board annually. All other conditions noted in the Board Order remain in effect.*
- M113. Chair Whitacre called on Dr. Lawless for the President's Report; Attachment No. M8.
- M114. Mr. Whitacre reconvened Executive Session.
- M115. There being no further business, the meeting adjourned.

Attachments:

1. Board of Regents Ethics Policy; Item M93.
2. Revisions to Part VI. *Registration of Student Organizations* and Part IX. *Code of Student Conduct* of the Student Affairs Handbook; Item M95.
3. Self-Exclusion Statement; Item M97.
4. Leaves of absence; Item M99a.
5. Global Fee Document; Item M101.
6. Holiday schedule for 1995-1996; Item M106.
7. Budget Adjustments; Item M107.
8. President's Report; Item M113.

I, Donna Davidson Kittrell, the duly appointed and qualified Assistant Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of Texas Tech University Board of Regents meeting on June 9, 1995.

SEAL

Donna Davidson Kittrell
Assistant Secretary

BOARD OF REGENTS ETHICS POLICY
TEXAS TECH UNIVERSITY
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

Introduction: It is important that the people of the State of Texas have complete confidence in the integrity of their public servants. This need is especially critical in the area of state-supported higher education. The responsibility for education and training the future leaders of the state and nation carries with it the duty to adhere to the highest ethical standards and principles.

I. Standards of Conduct

A Member of the Board of Regents should not:

- (1) Accept or solicit any gift, favor, or service that might reasonably tend to influence the Regent in the discharge of official duties or that the Regent knows, or should know is being offered with the intent to influence the Regent's official conduct;
- (2) Accept other employment or engage in a business or professional activity that the Regent might reasonably expect would require or induce him or her to disclose confidential information acquired by reason of their official position;
- (3) Accept other appointments or any employment or compensation that could reasonably be expected to impair the Regent's independence of judgment in the performance of official duties;
- (4) Make personal investments that could reasonably be expected to create a substantial conflict between the Regent's private interest and the public interest; or
- (5) Intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised his or her official powers or performed official duties in favor of another.

II. Conflict of Interest

It is the policy of the State of Texas that state officers and employees may not have direct or indirect interests, including financial and other interests, engage in business transactions or professional activities, or incur any obligation of any nature that is in substantial conflict with the proper discharge of the officer's or employee's duties in the public interest.¹

- (1) Ethics Commission Financial Disclosure Statements: Members of the Board of Regents must file a financial statement with the Texas Ethics Commission annually.² Forms prescribed by the commission shall be utilized.³

1. Govt Code 572.001(a)

2. Govt Code 572.021, 572.023; EAO 28

3. Govt Code 572.030(a), (b)

- (2) **Contracts Prohibited:** Except as provided in Section (3), below, TTU may not enter into a contract in which a Member of the Board of Regents has a direct or indirect pecuniary interest.⁴ A pecuniary interest owned by a Member's spouse is considered to be an "indirect pecuniary interest."⁵
- (3) **Recusal Permitted Only for Certain Types of Contracts Having Pecuniary Interests:** If Regent is a stockholder or director of a corporation seeking to enter into a contract with TTU, and the Regent owns or has a beneficial interest in no more than five percent of the corporation's outstanding capital stock, the contract may be executed as long as it is an affiliation agreement, license (including a license of intellectual property), or sponsored research agreement, or it is awarded by competitive bidding or competitive sealed proposals.⁶

An interest owned by the Regent's spouse is considered to be a "beneficial interest". The affected Regent must disclose such interest in a public meeting of the Board of Regents and refrain from voting on the contract or transaction.⁷ Any such contract or transaction requiring Board approval must be approved by an affirmative majority of the Board Members voting on the contract or transaction.⁸

- (4) **Regent Disclosure of Personal or Private Interest:** A Member of the Board who has a personal or private interest⁹ in a measure, proposal, or decision pending before the Board of Regents--other than a contract¹⁰ in which a Regent has a pecuniary interest--shall disclose such interest in a public meeting of the Board, and such disclosure shall be entered in the minutes of the Board.¹¹ The Board may consider such measure, proposal, or decision, but any Member having such an interest shall not vote or otherwise participate in such deliberation or action of the Board.¹² This procedure may not be utilized for contracts in which a Member has a pecuniary interest.¹³
- (5) **Potential Conflict of Interest of Regent:** As soon as possible after becoming aware of any potential conflict of interest, a Regent shall disclose such fact and any other relevant information to the Executive Committee of the Board and the General Counsel. In such an event, the General Counsel shall review the potential conflict and issue an opinion.
- (6) **Contracts with Nonprofit Corporations:** The Board is not precluded from entering into contracts or other transactions with nonprofit corporations merely because a Regent also serves on the board of or is a member of the nonprofit corporation.¹⁴ Other factors and interests, such as pecuniary or personal interests, may require disclosure and recusal, as described above.

4. Op.Tex.Att'y Gen. JM-671

5. Op.Tex.Att'y Gen. JM-817(1987)

6. Ed. Code 51.923(c)

7. Ed. Code 51.923(d)

8. Ed. Code 51.923(d)

9. A "personal or private interest" may be either pecuniary or non-pecuniary. An example of a personal pecuniary interest in a decision would be ownership of real property whose value will be affected by a decision by the Board to purchase nearby property. An example of a personal nonpecuniary interest would be public acknowledgement that a faculty member who is being considered for promotion is a relative or close associate of the Regent.

10. The common law standard on conflicts of interest in contracts is very high in Texas. Only in the limited circumstances outlined in #3, above, are boards allowed to enter into agreements when a member has a pecuniary interest in the contract. It only applies in the situations described therein, and would not apply to any other type of contract. Past rulings of the Attorney General have indicated that unless a contract falls within one of these exceptions it is barred by common law conflict principles.

11. Govt Code 572.058(a); Note that subsection (f) of Sec. 572.058 states that an individual does not have a "personal or private interest" in a measure, proposal, or decision if the individual is engaged in a profession, trade, or occupation and the individual's interest is the same as all others similarly engaged in the profession, trade, or occupation.

12. Govt Code 572.058(a)

13. Op.Tex.Att'y Gen. JM-671

14. Ed. Code 51.923(b)

- (7) **Disclosure of Interest in Property to be Acquired:** As officers of government, Regents are required to disclose any legal or equitable interest in property that is to be acquired with public funds.¹⁵ Such disclosure shall be made by filing an affidavit containing specific information as required by statute.¹⁶ The affidavit must be filed with the county clerk of the county in which the individual resides and the county clerk of each county in which the property is located.¹⁷ Such filing must be completed within 10 days before the date on which the property is to be acquired by purchase or condemnation.¹⁸ "Public funds" includes only funds collected by or through a government.¹⁹
- (8) **State Credit Cards:** Members of the Board of Regents may not use state credit cards for personal expenses. State credit cards may only be used for legitimate TTU business expenses.²⁰ Payment of charges on individual cards is the sole responsibility of the individual Regent. TTU shall not be responsible for the charges, regardless of the type of charge.²¹ Regents may use state credit cards to charge for items that, while they qualify as official business, are not fully reimbursable under State and/or TTU guidelines for reimbursement.²²

III. Benefits, Gifts and Honoraria

A "benefit" is anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare Regent has a direct and substantial interest.²³

- (1) **Bribery:** No Member of the Board of Regents may solicit, offer, or accept any benefit in exchange for their decision, opinion, recommendation, vote, or other exercise of official power or discretion.²⁴ A benefit that is otherwise allowed by TTU policy is nevertheless prohibited if it is offered in exchange for official action, as described above.
- (2) **Prohibited Benefits:** As public servants who exercise discretion in connection with contracts, purchases, payments, claims, and other pecuniary transactions of government, a Member of the Board of Regents may not solicit, accept, or agree to accept any benefit from any person the Regent knows is interested in or is likely to become interested in any contract, purchase, payment, claim, or transaction involving a Regent's discretion.²⁵ This prohibition does not apply to, (1) gifts or other benefits conferred on account of kinship or a personal, professional, or business relationship independent of a Regent's status as a member of the board;²⁶ (2) a fee prescribed by law to be received by a Regent or any other benefit to which he or she is lawfully entitled or for which he or she gives legitimate consideration in a capacity other than as a member of the

15. Govt Code 553.002

16. The information includes the following: name and title of Member, full description of the property, the nature, type, and amount of interest held, and the date on which the Member acquired the interest.

17. Govt Code 553.002(c)

18. Govt Code 553.002

19. Govt Code 553.001(1)

20. EAO 95, EAO 147; PC 39.01

21. *Ibid.*

22. EAO 147

23. PC 36.01(5)

24. PC 36.02; EAO 130

25. PC 36.08(d)

26. PC 36.10(a) (2)

board;²⁷ (3) a gift, award, or memento that is received from a lobbyist who is required to make reports under Chapter 305 of the Government Code;²⁸ and, (4) items having a value of less than \$50, not including cash or negotiable instruments.²⁹ A Regent who receives an unsolicited benefit that he or she is prohibited from accepting by law may donate the benefit to a governmental entity that has the authority to accept the gift or may donate the benefit to a recognized tax-exempt charitable organization formed for educational, religious, or scientific purposes.³⁰

- (3) **Food, Lodging, Transportation, and Entertainment Received as a Guest:** A Board Member may accept food, lodging, transportation, or entertainment from persons or entities he or she knows or reasonably should know are interested in or likely to become interested in a contract, purchase, payment, claim, decision, or transaction involving the exercise of the Board's discretion only if the Board Member is a "guest" as defined by Texas law.³¹ A Regent is a "guest" if the person or a representative of the entity providing the food, lodging, transportation, or entertainment is present at the time the food, lodging, transportation, or entertainment is received or enjoyed by the Regent.³² Members of the Board are required to report any such benefits valued at over \$250 on their annual disclosure statements filed with the Texas Ethics Commission.³³
- (4) **Gift Items:** Members of the Board shall disclose to the Finance and Administration Committee of the Board of Regents any gift received in the course of official business having a value of more than \$250.
- (5) **From Friends, Relatives, and Associates:** Members of the Board may accept benefits from personal friends, relatives, or business associates with whom they have a relationship independent of their official status, so long as the benefit is not offered in exchange for official action or decision.³⁴
- (6) **Awards:** Regents may accept plaques and similar recognition awards.³⁵
- (7) **Honoraria:** Regents may not solicit, accept, or agree to accept an honorarium in consideration for services they would not have been asked to provide but for their official position or duties.³⁶ This prohibition includes a request for or acceptance of a payment made to a third party if made in exchange for such services.³⁷ However, they may accept the direct provision of or reimbursement for expenses for transportation and lodging incurred in connection with a speaking engagement at a conference or similar event.³⁸ Meals provided as a part of the event or reimbursement for actual expenses for meals may also be accepted.³⁹ Participation by a Regent must be more than merely perfunctory.

27. PC 36.10(a) (1)

28. PC 36.10(b)

29. PC 36.10(a) (6)

30. PC 36.08(i) 31. PC 36.08(d); PC 36.10(b); EAO 130

32. PC 36.10(b); EAO 130

33. PC 36.10(b); EAO 130

34. PC 36.10(a) (2); EAO 130

35. EAO 36

36. PC 36.07; EAO 17, 19

37. PC 36.07; EAO 19

38. EAO 17

39. EAO 17

IV. Political Activities

- (1) Use of TTU Funds or Property: No Member of the Board shall expend or authorize the expenditure of any TTU funds for the purpose of influencing the outcome of any election, or the passage or defeat of any legislative measure.⁴⁰
- (2) Political Contributions: Regents may make personal contributions to candidates for office and political organizations, with one exception. A Regent may not expend more than \$100 for the cost of correspondence to aid or defeat the election of a Speaker of the House of Representatives candidate.⁴¹

V. Use of Authority

- (1) Misapplication of Property: It is a violation of state law for a Regent, acting with the intent to obtain a benefit or with intent to harm another, to intentionally or knowingly misapply any thing of value belonging to the government that comes into Regent's custody or possession by virtue of his/her office.⁴²
- (2) Misuse of Official Information: It is a violation of state law for a Regent if, in reliance on information to which he has access in his official capacity and which has not been made public, he or she (1) acquires or aids another to acquire a pecuniary interest in any property, transaction, or enterprise that may be affected by the information; or, (2) speculates or aids another to speculate on the basis of the information.⁴³

VI. Sexual Harassment

- (1) It is the policy of the Board of Regents to maintain a workplace environment that is free of sexual harassment and intimidation.
- (2) It is a violation of Title VII of the Civil Rights Act of 1964 to engage in sexual harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
 - (A) Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
 - (B) Submission to or rejection of such conduct is used as the basis for employment decisions; or;
 - (C) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

40. AA V(5), V(80); EAO 45; ORR III(B) (6)

41. Govt Code 302.019(b); EAO 24

42. PC 39.01(a) (2); EAO 134

43. PC 39.03(a)

VII. Nepotism

Members of the Board of Regents are prohibited from appointing, voting for, or confirming the appointment of any person related to such Regent within the third degree by consanguinity (blood) or within the second degree by affinity (marriage) when the salary or compensation for such person is to be paid from public funds.⁴⁴ Relatives within the third degree by consanguinity include a Regent's parent, child, grandparent, sibling, grandchild, greatgrandparent, uncle, aunt, nephew, niece, and great-grandchild. Relatives within the second degree by affinity include Regent's spouse; the spouse's parents, grandparents, and siblings; the Regent's son- or daughter-in-law; and the Regent's grandchild's spouse.⁴⁵ In addition, members of the Board of Regents may not take such action on behalf of any individual who is related to any Board member within such degrees.⁴⁶ These prohibitions do not apply if the person who is related to the Regent has been continuously employed in the office or position for at least thirty days prior to appointment or employment of the Regent. If the related person continues in such a position, the Regent may not participate in any deliberation or voting on the appointment, reappointment, confirmation of the appointment or reappointment, employment, reemployment, change in status, compensation, or dismissal of the related individual if that action applies only to that individual and is not taken regarding a bona fide class or category of employees.⁴⁷

VIII. Responsibility of Agency (TTU) and Employees Concerning Travel

(1) Agency Responsibility

Travel expenses may be reimbursed from the appropriation made in the General Appropriation Act only where the purposes of travel performed are clearly for the conduct of the state's official business and in accordance with the legal responsibilities of the state agency.

(2) Board Responsibility

Board member is responsible for ensuring that all travel complies with applicable state laws as set forth by the Texas Legislature, General Services Commission regulations pertaining to the use of Travel Services contracts, and any internal regulations prescribed by TTU.

Reimbursement may not be sought for travel expenses that the Regent has not actually incurred except as specifically provided for by applicable state laws as set forth by the Texas Legislature, and any internal regulations prescribed by TTU.

(3) General Provisions - Officers and Employees of Higher Education

None of the monies appropriated in the General Appropriations Act may be expended for official travel expense incurred by members of governing boards, executive and administrative heads, or by any employee of state agencies of higher education except for official business as approved by the appropriate governing board.

44. Govt Code 573.041(1)

45. Govt Code 573.023, 573.025

46. Govt Code 573.041(2)

47. Govt Code 573.062

(4) Texas Tech University Board Policy Manual 04.16. Travel and Other Expenses for Members of the Board of Regents

- (A) All travel by members of the Board of Regents which is to be paid from University and Health Sciences Center funds shall be for official business.
- (B) Members, when traveling on official business, are authorized by law to be reimbursed from appropriated funds for the actual costs of meals and lodging, subject to the rates and limitations established in statutory authority, local transportation and parking fees and for airfare at the next lowest rate below first class unless it is not available. Members are authorized to travel first class and also to be reimbursed the amounts for the actual costs of meals and lodging in excess of that authorized to be paid from appropriated funds, when considered appropriate by the member and will be reimbursed for the additional costs thereof from other funds. Other funds are those derived from gifts from private sources.
- (C) When a spouse's presence/attendance is required for a valid public purpose, as determined by the member, to accompany the member, the spouse's expenses shall be reimbursed from other funds.
- (D) Vouchers for travel or other expenses of members will be prepared in the Office of the Board of Regents, forwarded to the Office of Fiscal Affairs for review and returned to the Office of the Board of Regents. Either the Chair of the Board or the Chair of the Finance and Administration Committee must approve all travel vouchers for members. A member may not approve his own voucher.
- (E) Vouchers for reimbursement to members for other expenses shall be processed in accordance with (4) above. These expenses must be for a valid public purpose as certified by the member. Any extraordinary expenses must be approved in advance by either the Chair of the Board or the Chair of the Finance and Administration Committee.
- (F) The Vice President for Fiscal Affairs will assure that expense vouchers for members are audited annually by an external auditor.

IX. Affirmative Action and Equal Employment Opportunity

Texas Tech University Board of Regents members will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, physical or mental disability, Vietnam Era or Special Disabled Veteran Status. Regents will take affirmative action to provide a non-discriminatory application process. Such action shall include, but not be limited to the following employment transactions: upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

X. Purchase of Food and Refreshments

Board of Regents Policy 04.09 regulates the use of University funds for the purchase of food and refreshments. The word "food" will be construed to mean food, refreshments, and other expenses normally associated with a formal dinner (e.g., decorations, supplies, entertainment) except when specific reference is made to alcoholic beverages.

XI. Use of University Facilities, Equipment, Supplies, and Services for Private Purposes Prohibited

- (1) It is the intent of the Texas Constitution and the Board of Regents that University facilities, equipment, supplies and services are to be used only for duly authorized University purposes. Accordingly, the use of University-owned resources or resources for which the University has acquired stewardship responsibilities in which title is vested to others, including but not limited to, buildings, equipment, materials, supplies, telephones, utilities and services of University personnel for personal purposes, is prohibited.

(2) Services of Personnel

The use of University personnel for personal work is strictly prohibited. This work includes, but is not limited to, typing and secretarial services on personal and/or private consulting correspondence, running personal errands, and other like personal services.

(3) Use of Equipment

Equipment which the University owns or is responsible for shall not be used for personal purposes. University-owned or controlled equipment should not be removed from the University premises.

Executive Summary

Proposed revisions to Part VI. *Registration of Student Organizations* and Part IX. *Code of Student Conduct* of the Student Affairs Handbook are noted in the attached document. The recommended revisions include editorial changes and minor policy/procedure changes. The most pertinent recommended revisions are summarized as follows:

Part VI. *Registration of Student Organizations*

Editorial changes to Sections A, B, C, and D; minor procedural changes to Section A, Number 5 including Student Senate funding procedures and the Dean of Students Office for the registration of social fraternities/sororities and Multicultural Services Center for the registration of minority student organizations; minor policy change to Section A, Number 10 including Title IX exemption in compliance with federal law; minor policy changes to Section B, Numbers 2 and 3 including additional advisors and advisor directory information; minor procedure change to Section C, Number 2 including revisions to student organization constitutions and bylaws every five (5) years; and policy change to Section D, Number 1 including the addition of temporary suspension of a student organization during investigations of alleged of the *Code of Student Conduct*.

Part IX. *Code of Student Conduct*

Addition of *Code of Student Conduct* philosophy statement; editorial changes to Sections A, B, C, D, E, and F; minor procedure clarifications to Section A with respect to filing a complaint, investigation procedures, and sanctions through the informal/formal disposition processes; minor policy changes to Section B, Numbers 3, 4c, 6, and 10b including the storage of firearms/weapons, misuse of personal property, bookmaking, and unauthorized possession of University property; minor procedure clarifications to Section D, Numbers 1e and 3b, c, d including administrative flags on student's or registered student organization's records, witness(es) notification and exchange of information guidelines through the formal disposition process, and role of an advisor in the formal disposition process; and minor procedure clarifications to Section F including the disciplinary appeals procedures, intent to appeal, and written letter of appeal through the informal/formal disposition processes.

Part VI.
Registration of Student Organizations

Advisors, members, and officers of registered student organizations are encouraged to attend leadership training sessions that are offered by the Student Organizations Services Office (SOS) each semester.

A. Conditions for Registration

2. A student organization is defined as a group comprised of students enrolled at Texas Tech University who voluntarily come together under a common purpose. The purposes and activities ...
5. All funds allocated to the organization from University-controlled sources must be maintained in a University account. Registered student organizations may apply for funding through the Student Senate each spring semester, provided they were registered with the Student Organizations Services Office, the Dean of Students Office, and/or the Multicultural Services Center the preceding Fall semester.
10. Organizations filing for registration as a social fraternity or social sorority will be required to obtain concurrent membership from the Interfraternity Council, National Pan-Hellenic Council, Panhellenic Association, or respective governing boards for registered National Interfraternity Conference fraternities, National Panhellenic Conference fraternities/sororities, or National Pan-Hellenic Council fraternities/sororities. Organizations not affiliated with one of the above mentioned groups must show proof of their Title IX exemption by attaching a copy of their I.R.S. 501c number to their registration form.

B. Faculty or Staff Advisor

1. Each registered student ...
2. Registered student organizations may have additional advisors to the extent allowed by their constitutions and by-laws; however, one advisor must be a full-time University faculty or staff member, registered with the Student Organizations Services Office.
3. Registered student organizations have thirty (30) days to notify the Student Organizations Services Office with the name, address, and telephone number of any new or replacement full-time University faculty or staff member appointed as their advisor.

C. Conditions for Maintaining Registration

To maintain its registration,

1. File a list of its
2. Submit to the Student Organizations Services Office 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. Registered student organizations shall be responsible for updating and/or revising their local constitutions and by-laws and submitting a revised copy to the Student Organizations Services Office at least every five (5) years.

D. Denial of Registration and Temporary Suspension

1. A registered student organization will not be officially registered with the University if the Dean of Students Office determines that the organization's actions or activities are detrimental to the educational purposes of the University. The registration of a student organization may be temporarily suspended while an investigation is pending involving an alleged violation of registered student organizations policies and procedures as outlined in the Student Organization Handbook, Student Affairs Handbook, or the Code of Student Conduct. The registered student organization will be afforded all due process guidelines as described in the Code of Student Conduct.

Part IX.
Code of Student Conduct

The Code of Student Conduct at Texas Tech University is administered through the Dean of Students Office and is educationally based on promoting a tradition of excellence regarding student behavior. The Code of Student Conduct promotes that acceptable standards of behavior are communicated, understood, and upheld by the students who attend Texas Tech University.

The Human Dignity Statement stresses the significance of each person's self-worth and dignity, that bigotry will not be tolerated, and that students are responsible for their own lives and thus the decisions that they make. The Dean of Students Office will encourage and facilitate a campus environment where students take responsibility for their actions and inactions. Through a well-defined student discipline process and the Code of Student Conduct, the Dean of Students Office will emphasize the importance and significance of their rights and responsibilities as members of Texas Tech University. In addition, the Dean of Students Office will promote the importance of self-worth, mutual respect, and how these themes of living and learning impact all of us, and how we interact with each other on a daily basis.

A. General Policy

Freedom of discussion ...

Accordingly, the University ...

Student conduct on ...

University disciplinary proceedings may be instituted against a student or registered student organization charged with ~~violating~~ violation of federal, state, or local laws which is ~~may also be a violation of the Code of Student Conduct~~. Proceeding ...

To file a complaint against a student or registered student organization, Students individuals may either meet with a University official or deliver a written complaint addressing the action or behavior that has occurred to the Dean of Students Office.

Once a formal complaint has been filed, the Dean of Students Office will:

- a) conduct an investigation (usually within five (5) University working days);
- b) inform student(s) in writing of the alleged violations (students have five (5) University working days to respond);
- c) conduct an informal/formal disposition hearing; and
- d) deliver a decision.

This informal disposition process usually is completed within twenty (20) University working days from the time the complaint was filed.

A University official from the Dean of Students Office may deliver sanctions ranging from reprimands to disciplinary probation through informal disposition or recommend a referral to the University Discipline Committee for cases involving possible deferred and/or disciplinary suspension through formal disposition. Students or registered student organizations may also request their case to be heard by the University Discipline Committee for formal disposition in lieu of an informal disposition hearing with a University official from the Dean of Students Office.

B. Misconduct

Any student or registered student organization found to have committed the following misconduct is subject to the disciplinary sanctions outlined in Part IX, ~~Section D-E "Disciplinary Sanctions"~~ of the Student Affairs Handbook. Examples of conduct for which disciplinary action may be taken include, but are not limited to:

1. Alcoholic Beverages
Use, possession, intoxication or distribution of alcoholic beverages is prohibited on University premises. ~~except as expressly permitted by the law and University regulations.~~
~~b. — Public intoxication.~~
2. Narcotics or Drugs
Use, possession, sale, or distribution of any narcotic, drug, unprescribed medicine, chemical compound or other controlled substance or paraphernalia ~~except as expressly permitted by law~~ is prohibited on University premises. Students found in violation of this section will be subject to disciplinary suspension from the University.
3. Firearms, Weapons, and Explosives
~~The illegal or unauthorized use or~~ possession of weapons, firearms, ammunition, fireworks, explosives, noxious materials, incendiary devices or other dangerous substances is prohibited on University premises. The University Police Department provides storage for weapons and firearms.
4. Theft, Damage or Misuse
 - a. Theft is defined as attempted or actual theft of property of the University, of other University students, of other members of the University community, or of campus visitors
 - b. Damage is defined as attempted or actual
 - c. Misuse or attempted misuse of credit cards, telephone cards, and/or personal checks including forgery, alteration, or misrepresentation of any form of identification is prohibited.

5. Actions Against Persons or Groups include:
 - a. Physical abuse harm or threat of abuse harm to any person.
 - b. Intentional, reckless, or
 - c. ~~Disorderly or indecent conduct or expression~~ Disruptive behavior:
 - d. Harassment, acts, or
 - e. Excessive pressure,
 - f. Participation in a
 - g. Retaliation against any
6. Gambling, Wagering or Bookmaking
Gambling, or wagering or bookmaking is prohibited.
7. Hazing
Hazing is defined as any intentional, knowing or reckless act directed against a student, occurring on or off the campus, by one person alone or acting with others, directed against a student, that endangers the mental or physical health or safety of any organization whose members are or include students. The term includes, but is not limited to:
 - a. Any type of physical
 - b. Any type of physical
 - c. Any activity involving
 - d. Any activity that intimidates or threatens the student with ostracism, that subjects the student to extreme mental stress, shame, or humiliation, or that adversely affects the mental health or dignity of the student, or that discourages the cause
 - e. Any activity in which
 - f. Any organizational activity in which hazing is either condoned or encouraged or if any officer or any combination of members, pledges, or alumni of the organization committing or assisting in the commission of hazing (consent or acquiescence by a person or persons subjected to hazing is not a defense to prosecution or disciplinary action).
Any student, registered student organization or both, found in violation of this section will be subject to disciplinary suspension from the University.
8. False Alarms
Intentional sounding of a false fire alarm, false emergency call, issuing a bomb threat, constructing mock explosive devices, or tampering with, removing destroying, and/or possessing fire equipment or emergency signs is prohibited.
9. Financial Irresponsibility
Financial irresponsibility is defined as failure to meet

10. Unauthorized Entry, Possession or Use
 - a. Unauthorized entry into, or use of, University facilities; ~~including, but not limited to, the possessing, processing, producing, manufacturing or having manufactured, without proper authorization, any key or unlocking device for use to any University premises.~~
 - b. Unauthorized possession of keys or unauthorized duplication, processing, production or manufacture, of any key or unlocking device for use in any University facility:
 - bc. Unauthorized use of the University name, logotype, or symbols University. In addition, the University expressly prohibits the use of its name to advertise or promote events or activities in a manner which suggests sponsorship by the University. Registered student organizations are permitted to use the word "Tech" as a part of their organizational names or to use the complete statement
12. Residence Hall Regulations
Violations of the rules which govern behavior in the campus residence halls ~~as are~~ stated in the
14. Failure to Respond to Notification
~~Failure by A~~ student or registered student organization ~~to~~ must respond to notification
15. Failure to Comply with Lawful Directions of University Officials
~~Failure to~~ Students must comply with the lawful directions of a University official, law enforcement officer, ~~or~~ classroom instructor, or housing & dining official acting in the performance of his or her duty.
16. Failure to Present Student Identification
~~Failure to A student must~~ present student identification on request to any University official and ~~for failure to~~ identify ~~oneself~~ himself/herself to any University
17. Abuse, Misuse, or Theft of Computer Data, Equipment, Programs, or Time are defined as:
 - a. Unauthorized use of
 - b. Unauthorized accessing or
 - c. Attempted or actual breach of the security of another user's account or deprive depriving another user of access
 - d. Attempted or actual use
 - e. Attempted or actual transport
 - f. Attempted or actual destruction
 - g. Attempted or actual use of

18. Providing False Information or Misuse of Records
 - a. Knowingly furnishing false information to the University, or to a University official in the performance of his or her duties either verbally, or through the forgery, alteration, or misuse of any University document, record, or instrument of identification is prohibited.
 - b. ~~Charges of Misconduct by~~ providing false information ...
19. Skateboards/Rollerblades
Operation of a skateboard, rollerblades, or other devices in such a manner as to constitute a safety hazard or cause damage to University or personal property, is prohibited. Use of a skateboard, ...
20. Violation of published University Policies or Other Rules or Regulations
Violation of any published University rules which govern student or student organization behavior is prohibited. ~~of other local, state or federal laws.~~
21. Abuse of the Discipline System is defined as:
 - a. Failure to obey the ...
 - b. Falsification, distortion, or ...
 - c. Disruption or interference with ...
 - d. Intentional institution of a discipline ...
 - e. Discouraging or attempting to ...
 - f. Influencing or attempting to ...
 - g. Harm (verbal or physical) ...
 - h. Failure to comply with the ...
 - i. Influencing or attempting to ...

C. Academic Misconduct

The University is strongly committed ...

Any student found to have committed the following academic misconduct is subject to the disciplinary sanctions outlined in Part IX, ~~Section D-E Disciplinary Sanctions~~ Section E of the Student Affairs Handbook.

1. Cheating
This violation includes, but is not limited to (1) use of any unauthorized assistance or assisting others in taking quizzes, tests, or examinations; (2) dependence upon the aid of sources beyond those authorized by the instructor in writing papers, preparing reports, solving problems, or carrying out ~~other~~ assignment(s); (3) the ...
3. Instructor Responsibilities
The instructor in a course is responsible for initiating action in cases where there is an admitted act or convincing evidence of academic misconduct. Before taking such action, the instructor should attempt to discuss the matter with the student(s). If the suspected misconduct involves a final exam, the instructor should ~~submit a grade of X~~ withhold the grade until a reasonable attempt can be made to contact the student(s) after the end of the semester.

5. Grade Appeal Procedure
The Grade Appeal Procedure { Part V, ~~Section A~~ of the Student Affairs Handbook } may be used to
7. Referrals to Dean of Students Office
A student referred to the Dean of Students Office for a violation(s) of academic misconduct is entitled to all substantive and procedural guarantees provided in the Code of Student Conduct (Part IX ~~Section E~~ "Disciplinary Procedures" of the Student Affairs Handbook).

D. Disciplinary Procedures

1. General Procedural Provisions
The Dean of Students Office and/or the discipline investigator shall investigate and gather evidence about reported student or registered student organization misconduct and shall evaluate the accuracy, credibility, and sufficiency of this evidence. The Dean of
 - a. When a complaint
 - b. In any disciplinary proceeding, the student
 - 1) notification of the
 - 2) know the source
 - 3) know the specific
 - 4) know the sanctions, conditions
 - 5) ~~prior to the date of a formal hearing~~, be provided a list of the name(s) of witness(es) prior to the date of a formal hearing, be apprised of the anticipated
 - 6) be accompanied by an
 - 7) refrain from making any
 - 8) know that any statement(s)
 - c. After the student or registered student organization has been advised of the charge(s), the student or registered student organization may ~~have the case resolved through informal or formal disposition request to have the case resolved through informal or formal disposition. The Dean of Students Office reserves the right to designate a formal disposition of the case.~~
 - d. If notice has been given to the accused student or registered student organization, the University may proceed to conduct a disciplinary hearing at which the accused student or registered student organization fails or refuses to attend. In the accused student's or registered student organization's absence, the investigator or committee will consider the evidence, weigh the facts and render an appropriate decision or recommendation. Notice is deemed to have been given when such is placed in the United States mail addressed to the ~~students' student's or organizations' registered student organization's~~ last known address or personally delivered.

- e. If a student or a registered student organization representative(s) fails to respond to written notification, an administrative flag will be placed on the students' or registered student organizations' records to prevent further registration. The administrative flag will remain until such time as the Dean of Students Office receives an appropriate response.
- ef. All records of disciplinary action taken against students or registered student organizations will remain on file for seven (7) years from the date the case was adjudicated through informal or formal disposition and/or disciplinary appeal procedures ~~(Part IX, Section F)~~ exhausted.

2. Informal Disposition

- a. In cases in which ...
- b. If the discipline ...
- c. The discipline investigator ...
- d. The student or registered student organization has three (3) University working days to appeal to the Dean of Students Office the sanction(s), condition(s), and/or restriction(s) imposed by the discipline investigator. Appeals must be made in writing under Part IX, ~~Section F "Disciplinary Appeal Procedures."~~ of the Student Affairs Handbook. The decision of the Dean of Students is final.

3. Formal Disposition

If the student or registered ...

- a. A "Notification of Charge(s)
- b. The University official and student or registered student organization will apprise each other of the documents to be introduced, witnesses to be examined, and the anticipated testimony of the witnesses. This exchange must be completed five (5) university working days prior to the scheduled formal hearing.
- ~~b-c.~~ The accused student or registered student organization shall have five (5) University working days from the time of notification of charge(s) to prepare ~~a defense and to have a hearing scheduled~~ their case prior to this exchange of information and scheduled hearing. The case shall be heard by the University Discipline Committee which includes faculty, staff, and students.

c.d. The hearing shall be conducted in a manner which ensures that substantial justice is done and shall not be restricted by the rules of evidence governing criminal or civil judicial proceedings. The University Discipline Committee and the accused student or registered student organization shall have reasonable opportunity to question the witness(es). Evidence shall not be considered unless the accused student or organization and the University have been advised of the source and content at least five (5) University days in advance of the hearing, unless an opportunity for rebuttal is provided. Hearing proceedings (excluding the deliberations of the University Discipline Committee) will be tape recorded. The tape(s) shall be the property of the University. The hearing will be closed unless the accused student or registered student organization requests otherwise. The University Discipline Committee chairperson is responsible for conducting an orderly hearing and shall determine the procedure to be used for an open hearing. The chairperson may deny admission into the hearing to anyone who is disruptive. A student or registered student organization may have an advisor present during the formal hearing process; however, this advisor cannot also serve as a witness.

d.e. Following the hearing, the University Discipline Committee, by majority vote, shall find determine whether or not the action(s) as charged have been proven.

- 1) If the finding is that the alleged violation(s), as charged, ~~has~~ have not been proven, the Dean of Students will be notified in writing ...
- 2) If the finding is that the alleged violation(s), as charged ~~has~~ have been proven, the University Discipline Committee shall recommend the disciplinary sanction(s), condition(s), and/or restriction(s). The decision and the recommended sanction(s), condition(s), and/or restriction(s) shall be communicated, in writing, to the Dean of Students who will review the recommendation ...

After reviewing the recommendations from the University Discipline Committee, the Dean of Students will consider the ...

4. Implementation of Sanction(s)

The disciplinary sanction(s), condition(s), and/or restriction(s) shall not begin until either the time for appeal has expired without an appeal, or until the appeal process is exhausted. Exceptions are made only in cases for which, in the judgment of the Vice President for Student Affairs' Office, the physical or emotional well-being of the student, the registered student organization, other students, or other members of the University community might be endangered. In such cases, the Vice President for Student Affairs may impose restrictions under Part IX ~~Section D, Number 5. of the Student Affairs Handbook.~~

E. Disciplinary Sanctions

Through informal disposition (administrative) or formal disposition (committee), the following educational sanction(s), condition(s) and/or restriction(s) may be assessed whenever a student or registered student organization is found to have violated a rule in the *Code of Student Conduct*.

1. Reprimand with or without Conditions or Restrictions

A reprimand is an official... .

A reprimand may include conditions

- a. Restitution or compensation
- b. Residence hall relocation, ~~suspension or expulsion including, but not limited to, relocation of a student~~ to another residence hall or ~~separation~~ eviction of the student from the residence halls for a definite period of time, or permanent ~~separation~~ eviction of the student from residence halls;
- c. Personal or academic counseling;
- d. Revocation of parking or ~~building-use~~ building-use privileges;
- e. Denial of eligibility
- f. Denial of Recreation Center
- g. Discretionary educational sanctions, work assignments, or service to the University and/or community.
- h. Prohibited access to University facilities and/or prohibited direct or indirect contact with a University official(s) or student(s); ~~or~~
- i. Loss of privileges

2. Disciplinary Probation with or without Conditions or Restrictions

Disciplinary probation is a specified period of time during which a student's or registered student organization's conduct will be scrutinized. The student or registered student organization must demonstrate the ability to comply with University rules and any requirements stipulated for the probationary period. A violation of the *Code of Student Conduct* during this period is cause for imposing ~~an~~ additional sanction(s), conditions, and/or restrictions.

~~A probation~~ Disciplinary Probation may include conditions or restrictions, the terms of which will be furnished in writing. Conditions or restrictions include, but are not limited to, those described in Part IX, Section E, ~~Number 1, a through i.~~ of the Student Affairs Handbook.

3. Disciplinary Suspension with or without Conditions or Restrictions
The status of "disciplinary suspension" will be shown on the student's academic record, including the transcript, or registered student organization's registration, during the period of disciplinary suspension. The notation of disciplinary suspension shall Notification of student or registered student organization ~~defined-length~~ disciplinary suspension shall indicate the date on which the disciplinary suspension begins, During disciplinary suspension, a student During disciplinary suspension of a registered student organization,

- a. Deferred Disciplinary Suspension with or without Conditions:
The suspension is deferred, subject to a definite or indefinite period of observation and review, in no case less than the remainder of the semester and subject to a definite or indefinite period of evaluation and review. An additional violation

The Dean of Students may deny a student's or registered student organization's request for readmission if, the student's or registered student organization's conduct during suspension would have warranted disciplinary action, or if the student or registered student organization has failed to satisfy any conditions or restrictions that may have been imposed prior to readmission. On denial of a student's or registered student organization's application for readmission, the Vice President for Student Affairs shall set a new date at which another application for readmission may be made. Both students and registered student organizations may appeal denial of readmission to the University Discipline Appeals Committee under the procedures in Part IX, ~~Section F of the Code of Student Conduct~~: of the Student Affairs Handbook.

F. Disciplinary Appeal Procedures

1. Right to Appeal
Any student or registered student organization has the right to appeal the final decision ~~of the discipline investigator or the University Discipline Committee and the penalty~~ assessed by the Dean of Students Office (~~in formal for both formal and informal cases, disposition cases only~~). Students or registered student organizations
- 3-2. Grounds for Appeal
- a. Appeals must be based
- b. The specific questions to be addressed on appeal are:
- 1) Were the procedures
 - 2) If a procedural error
 - 3) Was the hearing
 - 4) Was the evidence

~~2.3.~~ Notification of Appeal

~~Appeals are directed to either the Dean of Students (informal disposition) or to the University Discipline Appeals Committee (formal disposition).~~ Appeals must be submitted in writing in sufficient detail to inform the Dean of Students or the University Discipline Appeals Committee of the grounds for appeal. The student or registered student organization will not be given the opportunity to appear before the Dean of Students or the University Discipline Appeals Committee for an oral hearing. The appeal is not intended to afford a full rehearing of the case but to serve as a method of reviewing the record of the case and the procedures followed in its adjudication.

~~4.~~ Intent to Appeal

- ~~a.~~ The student or registered student organization desiring to appeal any disciplinary decision shall notify the Dean of Students of the intent to appeal within

~~5.~~ Formal Disposition Appeal

- ~~b.~~ In formal discipline cases, the Dean of Students shall forward the written appeal, the taped recording of the hearing, and any documents or

~~4.~~ Responsibility of the University Discipline Appeals Committee

- a. The University Discipline Appeals
- b. The University Discipline Appeals
 - 1) Find no error
 - 2) Find that the
 - 3) Find prejudicial errors
- c. In cases involving denial of readmission or denial of registration under Part IX, ~~Section E, Number 3 of the Code of Student Conduct, of the Student Affairs Handbook,~~ the University Discipline Appeals Committee may
- d. The University Discipline Appeals Committee will communicate

At a meeting of the Board of Regents of Texas Tech University on June 9, 1995, with a quorum present, the following was voted on and approved:

Those persons occupying the following positions among the officers of Texas Tech University shall be known as the Managerial Group, having the authority and responsibility for the negotiating, executing, and administration of User Agency contracts as ascribed in DoD 5220.22-M. "Industrial Security Manual for Safeguarding Classified Information."

President
Executive Vice President and Provost
Vice President for Fiscal Affairs
Vice Provost for Research

The said Managerial Group is hereby delegated all of the Board's duties and responsibilities pertaining to the protection of classified information under classified contracts of the Department of Defense or User Agencies of the Industrial Security Program awarded to Texas Tech University.

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

BOARD OF REGENTS

Mr. J. Robert Brown
Dr. Bernard Harris, Jr.
Mrs. Patsy Woods Martin
Dr. Carl Noe
Mr. John C. Sims

Mr. James E. Sowell
Mrs. Elizabeth C. Ward
Mr. Edward Whitacre, Jr.
Mr. Alan B. White

Approve request for an extension to a leave of absence without pay for Dr. George M. Kasper, Professor of Information Systems and Quantitative Sciences, College of Business Administration, for the period September 1, 1995, to August 31, 1996. The purpose of the leave is to serve as a visiting scholar at the University of Toledo.

Approve leave of absence without pay for Dr. Randall D. Peters, Associate Professor in the Department of Physics, College of Arts and Sciences, for the period July 1, 1995 through May 31, 1996. The purpose of the leave is to teach Physics at West Point, New York, and to complete portions of a book.

Approve leave of absence without pay for Dr. Joel Reed, Assistant Professor in the Department of English, College of Arts and Sciences, for the period September 1, 1995, to August 31, 1996. The purpose of the leave is to do scholarly research and writing. Leave will be taken in Los Angeles, California.

Approve leave of absence without pay for Dr. Elizabeth Sommerlad, Associate Professor in the Department of English, College of Arts and Sciences, for the period September 1, 1995, through August 31, 1996. The purpose of the leave is to teach English literature at a German university.

Approve leave of absence without pay for Dr. Richard W. Tock, Professor in the Department of Chemical Engineering, College of Engineering, for the period September 1, 1995, to August 31, 1996. The purpose of the leave is to assist Gemini, Inc. in setting up an extrusion laboratory. Leave will be taken in Decorah, Iowa.

TEXAS TECH UNIVERSITY - STUDENT FEES
Effective Beginning Fall Semester, 1995
Summary of Changes

Board Minutes
June 9, 1995
Attachment M5, pg. 1
Item M101

(A) Tuition - All Colleges Except School of Law

1. As a result of the action by the 74th Legislature, Regular Session, the following tuition rates are in effect for the academic year beginning with the Fall semester, 1995: (Subject to approval by the Governor and action by the Texas Education Coordinating Board.)
 - (a) All Colleges Except School of Law - Residents of Texas: \$30 per semester credit hour, with minimums of \$120 for a long term and \$60 for a summer term (increased from the \$28 per semester credit hour in effect for the 1994-1995 academic year).
 - (b) All Colleges Except School of Law - Non-Resident Students, United States Citizens and Foreign Students: \$222 per semester credit hour, no minimums (increased from the \$171 per semester credit hour in effect for the 1994-1995 academic year).
2. The Board of Regents has authorized the President to approve the assessment of additional tuition at a rate not to exceed the maximum allowed by law per semester credit hour from students enrolled in graduate program courses.
3. The fall semester 1995 implementation for the charging of tuition at non-resident rates for all doctoral hours taken beyond the limits established by the Legislature for formula funding is delayed. The President is authorized to approve the implementation of this charge at a later date.

(B) Tuition - School of Law

As a result of action by the 74th Legislature, Regular Session, the following tuition rates are in effect for the academic year beginning with the Fall semester, 1995: (Subject to approval by the Governor.)

- (1) Residents of Texas: \$75 per semester credit hour plus an additional \$60 per semester credit hour, previously set under the authority of Section 54.008, Texas Education Code and previous action by the Board of Regents, for a total of \$135 per semester credit hour (increased from the \$120 per semester credit hour in effect for the 1994-1995 academic year.)
- (2) Non-Resident Students: \$200 per semester credit hour plus an additional \$60 per semester credit hour, as previously set under the authority of Section 54.008, Texas Education Code and previous action by the Board of Regents, for a total of \$260 per semester credit hour (increased from the \$210 per semester credit hour in effect for the 1994-1995 academic year.)

(C) Student Services Fee

The Student Services Fee Advisory Committee, comprised of students, recommends that this fee be increased from \$8.35 to \$8.55 per semester credit hour with a \$102.50 maximum for full-time students (those registered for 12 semester credit hours or more). This is an increase in the maximum charge of \$2.50 per regular semester. The increase was recommended to provide for an increase in the cost for campus transportation, including an additional bus; an increase in Intercollegiate Athletics funding; to provide for additional recreation facilities reserve funds for roof repair and funding for possible salary increases.

(D) Medical Services Fee

The Student Health Advisory Committee recommends an increase from \$45 to \$49 per long semester in this fee. The \$4.00 increase will take care of increases in psychiatric support, salary adjustments related to reclassifications and salary adjustments to remain competitive in attracting physicians.

SUMMARY OF CHANGES (Continued)

Board Minutes
June 9, 1995
Attachment M5, pg. 2
Item M101

(E) General Use Fee

Amendments to Section 55.16, Texas Education Code enacted by the 74th Legislature authorize the assessment of the General Use Fee in an amount not to exceed the amount assessed for tuition. The \$9 per semester credit hour increase from \$12 to \$21 per semester credit hour will be used to provide funds for the general operating expenses of the university.

(F) Housing Fees

Expenses have increased over the last two years largely due to legislative mandates for statutory/merit pay increases and the requirement to fund retiree health insurance premiums. Some of these increases have been absorbed by our reserves. Last year a four-year guaranteed rate policy was established. This means that the rate increases are tempered by the fact that approximately 50% of the residents will be paying at previous year's lower rates. As in the past, rate increases have been necessary to meet rising costs, the continued development of reserves for a sound housing program and the systematic elimination of growing deferred maintenance (90-91, 3.0%; 91-92, 3.0%, 92-93, -0-; 93-94, 3.2%, 94-95, 1.9%, 95-96, 2.9%).

(G) Diploma Replacement Fee

The Diploma Fee of \$12, to cover the printing costs, has been assessed graduates for many years. It is recommended that this be discontinued and the cost funded by the institution. However, the cost of replacing an original diploma should be borne by the graduate. A \$16 fee will cover the cost of printing and mailing replacement diplomas.

(H) International Student Fee

A portion of the operating costs, excluding salaries, for the Division of International Education is covered by this fee. While the number of non-immigrant international students has declined in the past few years, operating costs have increased. Therefore, an increase in this fee from \$20 per semester to \$30 per semester is justified. The \$30 per semester is within the range charged by other Texas public institutions (UT-Austin:\$30; UT-Arlington:\$50; Houston:\$55 and TAMU:\$20).

(I) Post Suspension Assistance Fee

This fee, more commonly known as XL-Strategies for Learning, was initiated in 1989 to provide an assistance for students in jeopardy of academic suspension. The \$15 increase, from \$85 to \$100 per course enrollment, is needed to cover increased costs particularly those for materials, maintenance agreements and postage, and to provide funding for potential increases to instructors' salaries.

(J) Sponsored International Student Administrative Fee

The number of sponsors of international students has increased from less than 10 to more than 40 during the past few years. This fee, paid by the sponsors, covers a portion of the salary and fringe benefits of the person who reformats the standard university bill, accomplishes other requirements and sends it to the sponsor. The fee increase from \$200 to \$250 will provide funding to increase the proportion of the salary paid from this fee from .25 FTE to .50 FTE.

(K) Parking Fees and Penalties

Parking fees and penalties were approved by the Board of Regents at the February 10, 1995 meeting.

(1) **REGISTRATION FEES**
(A) All Colleges Except School of Law

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Item M101

1. Residents of Texas - Long Term

	a.	b.	c.	d.	e.	
Hours	Tuition* ¹	Student Services Fee** ¹	Medical Services Fee ¹	General Use Fee ¹	University Center Fee	Total
1	\$120.00	\$8.55	\$0.00	\$21.00	\$0.00	\$149.55
2	120.00	17.10	0.00	42.00	0.00	179.10
3	120.00	25.65	0.00	63.00	20.00	228.65
4	120.00	34.20	49.00	84.00	20.00	307.20
5	150.00	42.75	49.00	105.00	20.00	366.75
6	180.00	51.30	49.00	126.00	20.00	426.30
7	210.00	59.85	49.00	147.00	20.00	485.85
8	240.00	68.40	49.00	168.00	20.00	545.40
9	270.00	76.95	49.00	189.00	20.00	604.95
10	300.00	85.50	49.00	210.00	20.00	664.50
11	330.00	94.05	49.00	231.00	20.00	724.05
12	360.00	102.50	49.00	252.00	20.00	783.50
13	390.00	102.50	49.00	273.00	20.00	834.50
14	420.00	102.50	49.00	294.00	20.00	885.50
15***	450.00	102.50	49.00	315.00	20.00	936.50

¹See SUMMARY OF CHANGES, Items (A), (C), (D) and (E).

* Add for enrollment in Graduate Programs in: Agriculture-\$30; Architecture-\$20; Arts and Sciences-\$18; Business Administration-\$30; Education-\$30; Engineering-\$30, Human Sciences-\$30 and Other Graduate Programs-\$18 per semester credit hour.

** See Student Services Fee Schedule of services provided.

*** Hours over 15, add \$30.00 per hour for Tuition and \$21.00 per hour for General Use Fee. (Enrollment at the Junction Center during the Long Term not anticipated.)

2. Residents of Texas - Summer Term

	a.	b.	c.	d.	e.	
Hours	Tuition* ¹	Student Services Fee** ¹	Medical Services Fee** ¹	General Use Fee ¹	University Center Fee**	Total
1	\$60.00	\$8.55	\$0.00	\$21.00	\$10.00	\$99.55
2	60.00	17.10	0.00	42.00	10.00	129.10
3	90.00	25.65	0.00	63.00	10.00	188.65
4	120.00	34.20	24.50	84.00	10.00	272.70
5	150.00	42.75	24.50	105.00	10.00	332.25
6	180.00	51.30	24.50	126.00	10.00	391.80
7***	210.00	59.85	24.50	147.00	10.00	451.35

¹See SUMMARY OF CHANGES, Items (A), (C), (D) and (E).

* Add for enrollment in Graduate Programs in: Agriculture-\$30; Architecture-\$20; Arts and Sciences-\$18; Business Administration-\$30; Education-\$30; Engineering-\$30, Human Sciences-\$30 and Other Graduate Programs-\$18 per semester credit hour.

** See Student Services Fee Schedule of services provided. Fee not applicable for Summer term enrollment at the Junction Center. Student Services Fee at the Junction Center is \$8.85 per semester credit hour, not to exceed a maximum of \$90.00, Medical Services Fee at the Center is \$3.00/semester credit hour. No University Center Fee.

*** Hours over 7, add \$30.00 per hour for Tuition, \$21.00 per hour for General Use Fee and \$8.55 per hour for Student Services Fee (maximum \$102.50).

(1) **REGISTRATION FEES (Continued)**
(A) All Colleges Except School of Law

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Item M101

3. Non-Resident Students, United States Citizens and Foreign Students - Long Term

	a.	b.	c.	d.	e.	
Hours	Tuition* ¹	Student Services Fee** ¹	Medical Services Fee ¹	General Use Fee ¹	University Center Fee	Total
1	\$222.00	\$8.55	\$0.00	\$21.00	\$0.00	\$251.55
2	444.00	17.10	0.00	42.00	0.00	503.10
3	666.00	25.65	0.00	63.00	20.00	774.65
4	888.00	34.20	49.00	84.00	20.00	1,075.20
5	1,110.00	42.75	49.00	105.00	20.00	1,326.75
6	1,332.00	51.30	49.00	126.00	20.00	1,578.30
7	1,554.00	59.85	49.00	147.00	20.00	1,829.85
8	1,776.00	68.40	49.00	168.00	20.00	2,081.40
9	1,998.00	76.95	49.00	189.00	20.00	2,332.95
10	2,220.00	85.50	49.00	210.00	20.00	2,584.50
11	2,442.00	94.05	49.00	231.00	20.00	2,836.05
12	2,664.00	102.50	49.00	252.00	20.00	3,087.50
13	2,886.00	102.50	49.00	273.00	20.00	3,330.50
14	3,108.00	102.50	49.00	294.00	20.00	3,573.50
15***	3,330.00	102.50	49.00	315.00	20.00	3,816.50

¹See SUMMARY OF CHANGES, Items (A), (C), (D) and (E).

* Add for enrollment in Graduate Programs in: Agriculture-\$30; Architecture-\$20; Arts and Sciences-\$18; Business Administration-\$30; Education-\$30; Engineering-\$30, Human Sciences-\$30 and Other Graduate Programs-\$18 per semester credit hour.

** See Student Services Fee Schedule of services provided.

*** Hours over 15, add \$222.00 per hour for Tuition and \$21.00 per hour for General Use Fee. (Enrollment at the Junction Center during the Long Term not anticipated.)

4. Non-Resident Students, United States Citizens and Foreign Students - Summer Term

	a.	b.	c.	d.	e.	
Hours	Tuition* ¹	Student Services Fee** ¹	Medical Services Fee** ¹	General Use Fee ¹	University Center Fee**	Total
1	\$222.00	\$8.55	\$0.00	\$21.00	\$10.00	\$261.55
2	444.00	17.10	0.00	42.00	10.00	513.10
3	666.00	25.65	0.00	63.00	10.00	764.65
4	888.00	34.20	24.50	84.00	10.00	1,040.70
5	1,110.00	42.75	24.50	105.00	10.00	1,292.25
6	1,332.00	51.30	24.50	126.00	10.00	1,543.80
7***	1,554.00	59.85	24.50	147.00	10.00	1,795.35

¹See SUMMARY OF CHANGES, Items (A), (C), (D) and (E).

* Add for enrollment in Graduate Programs in: Agriculture-\$30; Architecture-\$20; Arts and Sciences-\$18; Business Administration-\$30; Education-\$30; Engineering-\$30, Human Sciences-\$30 and Other Graduate Programs-\$18 per semester credit hour.

** See Student Services Fee Schedule of services provided. Fee not applicable for Summer term enrollment at the Junction Center. Student Services Fee at the Junction Center is \$8.85 per semester credit hour, not to exceed a maximum of \$90.00, Medical Services Fee at the Center is \$3.00/semester credit hour. No University Center Fee.

*** Hours over 7, add \$222.00 per hour for Tuition, \$21.00 per hour for General Use Fee and \$8.55 per hour for Student Services Fee (maximum \$102.50).

(1) **REGISTRATION FEES (Continued)**

(B) **School of Law**

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Item M101

1. Residents of Texas - Long Term

	a.	b.	c.	d.	e.	
Hours	Tuition	Student Services Fee* ¹	Medical Services Fee ¹	General Use Fee ¹	University Center Fee	Total
1	\$135.00	\$8.55	\$0.00	\$21.00	\$0.00	\$164.55
2	270.00	17.10	0.00	42.00	0.00	329.10
3	405.00	25.65	0.00	63.00	20.00	513.65
4	540.00	34.20	49.00	84.00	20.00	727.20
5	675.00	42.75	49.00	105.00	20.00	891.75
6	810.00	51.30	49.00	126.00	20.00	1,056.30
7	945.00	59.85	49.00	147.00	20.00	1,220.85
8	1,080.00	68.40	49.00	168.00	20.00	1,385.40
9	1,215.00	76.95	49.00	189.00	20.00	1,549.95
10	1,350.00	85.50	40.00	210.00	20.00	1,705.50
11	1,485.00	94.05	49.00	231.00	20.00	1,879.05
12	1,620.00	102.50	40.00	252.00	20.00	2,034.50
13	1,755.00	102.50	49.00	273.00	20.00	2,199.50
14	1,890.00	102.50	49.00	294.00	20.00	2,355.50
15**	2,025.00	102.50	49.00	315.00	20.00	2,511.50

¹See SUMMARY OF CHANGES, Items (B), (C), (D) and (E).

* See Student Services Fee Schedule of services provided.

** Hours over 15, add \$135.00 per hour for Tuition and \$21.00 per hour for General Use Fee.

2. Residents of Texas - Summer Term

	a.	b.	c.	d.	e.	
Hours	Tuition	Student Services Fee* ¹	Medical Services Fee ¹	General Use Fee ¹	University Center Fee	Total
1	\$135.00	\$8.55	\$0.00	\$21.00	\$10.00	\$174.55
2	270.00	17.10	0.00	42.00	10.00	339.10
3	405.00	25.65	0.00	63.00	10.00	503.65
4	540.00	34.20	24.50	84.00	10.00	692.70
5	675.00	42.75	24.50	105.00	10.00	857.25
6	810.00	51.30	24.50	126.00	10.00	1,021.80
7***	945.00	59.85	24.50	147.00	10.00	1,186.35

¹See SUMMARY OF CHANGES, Items (B), (C), (D) and (E).

* See Student Services Fee Schedule of services provided.

** Hours over 7, add \$135.00 per hour for Tuition, \$21.00 per hour for General Use Fee and \$8.55 per hour for Student Services Fee (maximum \$102.50).

(1) **REGISTRATION FEES (Continued)**
(B) School of Law

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3. Non-Resident Students, United States Citizens and Foreign Students - Long Term

	a.	b.	c.	d.	e.	
Hours	Tuition	Student Services Fee* ¹	Medical Services Fee ¹	General Use Fee ¹	University Center Fee	Total
1	\$260.00	\$8.55	\$0.00	\$21.00	\$0.00	\$289.55
2	520.00	17.10	0.00	42.00	0.00	579.10
3	780.00	25.65	0.00	63.00	20.00	888.65
4	1,040.00	34.20	49.00	84.00	20.00	1,227.20
5	1,300.00	42.75	49.00	105.00	20.00	1,516.75
6	1,560.00	51.30	49.00	126.00	20.00	1,806.30
7	1,820.00	59.85	49.00	147.00	20.00	2,095.85
8	2,080.00	68.40	49.00	168.00	20.00	2,385.40
9	2,340.00	76.95	49.00	189.00	20.00	2,674.95
10	2,600.00	85.50	49.00	210.00	20.00	2,964.50
11	2,860.00	94.05	49.00	231.00	20.00	3,254.05
12	3,120.00	102.50	49.00	252.00	20.00	3,543.50
13	3,380.00	102.50	49.00	273.00	20.00	3,824.50
14	3,640.00	102.50	49.00	294.00	20.00	4,105.50
15**	3,900.00	102.50	49.00	315.00	20.00	4,386.50

¹See SUMMARY OF CHANGES, Items (B), (C), (D) and (E).

* See Student Services Fee Schedule of services provided.

** Hours over 15, add \$260.00 per hour for Tuition and \$21.00 per hour for General Use Fee.

4. Non-Resident Students, United States Citizens and Foreign Students - Summer Term

	a.	b.	c.	d.	e.	
Hours	Tuition	Student Services Fee* ¹	Medical Services Fee ¹	General Use Fee ¹	University Center Fee**	Total
1	\$260.00	\$8.55	\$0.00	\$21.00	\$10.00	\$299.55
2	520.00	17.10	0.00	42.00	10.00	589.10
3	780.00	25.65	0.00	63.00	10.00	878.65
4	1,040.00	34.20	24.50	84.00	10.00	1,192.70
5	1,300.00	42.75	24.50	105.00	10.00	1,482.25
6	1,560.00	51.30	24.50	126.00	10.00	1,771.80
7**	1,820.00	59.85	24.50	147.00	10.00	2,061.35

¹See SUMMARY OF CHANGES, Items (B), (C), (D) and (E).

* See Student Services Fee Schedule of services provided.

** Hours over 7, add \$260.00 per hour for Tuition, \$21.00 per hour for General Use Fee and \$8.55 per hour for Student Services Fee (maximum \$102.50).

(2) **HOUSING FEES**

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Attachment M5, pg. 7
Item M101

(A) **Deposits and Room and Board Rates¹**

1. Room Deposit \$ 60.00
2. Advance Payment \$150.00
3. Room and Board Rates: 1995-96 Academic Year Charges

a. **Dormitory Rates: (Per Student for a Double Room and Rate Guaranteed During the Fall and Spring Semesters)**

<u>Dormitory</u>	<u>9 Months 9 Meals Per Week</u>	<u>9 Months 13 Meals Per Week</u>	<u>9 Months 20 Meals Per Week</u>	<u>9 Months Super Plus* Meal Plan</u>	<u>Summer Term*** 21 Meals Per Week</u>
Bledsoe, Horn Knapp, and Sneed	\$3,208	\$3,266	\$3,357	\$3,517	Not Open
Doak**	3,238	3,296	3,387	3,547	Not Open
Gaston (Non Air Conditioned)**	3,238	3,296	3,387	3,547	\$545***
Chitwood, Clement Coleman, Gates, Hulen, Wall, Weymouth, Murdough, and Stangel	3,691	3,749	3,840	4,000	610***
Gaston (Air Conditioned)**	3,721	3,779	3,870	4,030	610***
For single room in Dormitories, add	610	610	610	610	125***
Gordon Hall Suites:					
Efficiency Room	3,749	3,807	3,898	4,058	Not Open
Two Bedroom Suite	3,847	3,905	3,996	4,156	Not Open
One Bedroom Suite	3,986	4,044	4,135	4,295	Not Open
For single room Gordon Suites, add	660	660	660	660	Not Open

* The Super Plus Meal Plan allows access to the dining rooms four times per day.

** Gaston and Doak Halls operate throughout the year. An additional \$30.00 charge is included in the rate for residents to remain in the dormitory during the Christmas break.

*** 6 Week Term

- b. **Gaston Apartment Rates:** The Gaston Apartments are rented on a monthly basis without a meal plan. These rates include all utilities, furnishings, and telephone.

Rental Per Month

One Bedroom Apartment	\$409
Two Bedroom Apartment	486
Large Two Bedroom Apartment	514

¹See SUMMARY OF CHANGES, Item (F)

(2) HOUSING FEES (Continued)

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(B) Miscellaneous Housing Rates for 1993-94¹

1. Installment Fee: \$10 per semester for each resident electing to pay accounts in installments.
2. Late Payment of Room and Board: \$15 plus \$1 per each additional late day for each installment pay period. Maximum, \$30 for each installment pay period.
3. Men Athletes: Room and Reduced Board: \$2,640 per academic year.
4. Miscellaneous Guest Housing Rates:

a. Guest Room and Apartment Rates

All guest rooms and small Bledsoe Apartments:

Double Occupancy - per person	\$20.00/night
Single Occupancy - per person	30.00/night

Larger guest apartments:

Double Occupancy - per person	\$30.00/night
Single Occupancy - per person	45.00/night

b. Conference Room Rates

Double Occupancy - per person	\$14.00/night
Single Occupancy - per person	19.00/night

(C) Conference Meal Rates, Including Sales Tax

Breakfast	\$ 4.15
Lunch	5.95
Dinner	7.25

¹See SUMMARY OF CHANGES, Item (F)

(3) OTHER FEES

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(A) All Colleges and the School of Law

1. Application Fee: (All applications except those by TTU and TTUHSC Faculty, Staff, their spouse and children)
 - (a) Undergraduate (United States Citizens) \$25.00
 - (b) Graduate (United States Citizens) 25.00
 - (c) Law School 40.00
 - (d) Foreign (Undergraduate and Graduate) 50.00
2. Auditing Fee (Students enrolled in 11 semester credit hours or less) 10.00
3. Binding Theses and Dissertations:
 - Theses - 3 official copies 40.00
 - Dissertations - 3 official copies and microfilming 90.00
4. Class Schedule Change [Per Change. A change shall be defined as the addition of a single course or section and deletion of a single course or section, or addition of a single course, or deletion of a single course to the schedule of courses in which a student originally registered for an academic term. This fee may be waived only when the change in a student's schedule is for the convenience or as a result of required academic action of the University and is approved by the Dean (or Designee) of the college or school in which the student is enrolled with concurrence by the University Director of Admissions and Records (or Designee)] 6.00
5. Correspondence Courses:
 - High School Level (per ½ unit) 79.00
 - College Level (per semester credit hour) 53.00
 - Credit by Examination (High School and College Level) 28.00
6. Course Fee (Per Course); Not less than \$3 per Course, but not more than \$45, except that the fee shall not exceed, in general, the cost of the materials or services directly associated with the course--not including faculty salaries. The fee established for individual courses shall be determined and approved under a policy established by the Administration. 45.00
7. Diploma Replacement Fee 16.00¹
8. Diploma Insert Fee (re-application for graduation) 2.00
9. Duplicate Copy of Registration Fee Receipt .50
10. Education Abroad Program Fee (with the approval of the Vice Provost for Academic Affairs and Vice President for Fiscal Affairs, the fee may be set in an amount not to exceed the cost of offering the program but not less than \$50.00 and not more than) 250.00
11. General Property Deposit (Collected at first enrollment and maintained at this level at each subsequent enrollment) 10.00
12. Identification Card Maintenance Fee (\$2.50 for each long term and each summer session) 2.50

¹See SUMMARY OF CHANGES, Item (G)

(3) OTHER FEES (Continued)

(A) All Colleges and the Law School (Continued)

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13. Identification Card Replacement Fee	10.00
14. Identification Card Revalidation Fee	5.00
15. Information Technology Fee (Per Semester Credit Hour)	5.00
16. Installment Payment of Tuition/Fees Option Fee (Percentage applied to the balance owed)	1.5%
17. International Education Fee (each registration)	1.00
18. International Student Fee (each non-immigrant international student - each summer session \$15.00; each semester)	30.00 ¹
19. Laboratory Fees (Per Laboratory Section; Not less than \$2 per Section, but not more than \$30, except that the fee shall not exceed, in general, the cost of operating the laboratory--not including personnel and equipment costs. The fee established for individual laboratory sections shall be determined and approved under a policy established by the Administration)	30.00
20. Late Charges on Loans	15.00
21. Late Payment Fee (After the second working day following the billing due date, not to exceed a maximum of \$75.00 each semester or term)	15.00
22. Late Registration Fee (beginning the 1st class day)	15.00
23. Law School Deposit	50.00
24. New Student Orientation Fee	25.00
25. Post Suspension Assistance Fee	100.00 ¹
26. Practice TASP Test Fee	3.00
27. Private Music Instruction:	
Applied Music 1001, 1002, 2001, 2002, 3001, 3002, 4001, 4002 5001 (1 hour each) (summer - \$6.00)	15.00
Applied Music 1001, 1002, 2001, 2002, 3001, 3002, 4001, 4002 5001, (2 to 4 hours each) (summer - \$12.00)	30.00
28. Reinstatement Fee (After the 12th Class Day of a long term or 4th Class Day of a summer term, per Semester Credit Hour)	90.00
29. Returned Check Charges	15.00
30. Sponsored International Student Administrative Fee	250.00 ¹
31. Summer Academy Participant Fee	125.00
32. Transcript Fee (per copy)	2.00

¹See SUMMARY OF CHANGES, Items (H), (I) and (J)

Rates Through	Faculty-Staff Reserved*		Faculty-Staff Reserved*		Faculty-Staff Area**		Residence Halls*		Commuter**		Two Wheeler*	
	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund
Sep 30	\$99.00	\$86.75	\$75.00	\$62.00	\$52.00	\$43.65	\$56.00	\$45.80	\$39.00	\$30.65	\$15.00	\$9.75
Oct 31	90.75	78.50	66.00	53.75	47.65	39.30	49.80	39.60	34.65	26.30	13.75	8.50
Nov 30	82.50	70.25	57.75	45.50	43.30	34.95	43.60	33.40	30.30	21.95	12.50	7.25
Dec 31	74.25	62.00	49.50	37.25	38.95	30.65	37.40	27.20	25.95	17.60	11.25	6.00
Jan 31	66.00	53.75	41.25	29.00	34.60	26.25	31.20	21.00	21.60	13.25	10.00	4.75
Feb 28	57.75	45.50	33.00	20.75	30.25	21.90	25.00	14.80	17.25	8.90	8.75	3.50
Mar 31	49.50	37.25	24.75	12.50	25.90	17.55	18.80	8.60	12.90	4.55	7.50	2.25
Apr 30	41.25	29.00	16.50	4.25	21.55	13.20	12.60	2.40	8.55	0.00	6.25	0.00
May 31	33.00	20.75	8.25	0.00	17.20	8.85	6.40	0.00	4.20	0.00	5.00	0.00
Jun 30	24.75	12.50	---	---	12.85	4.50	---	---	---	---	3.75	0.00
Jul 31	16.50	4.25	---	---	8.50	0.00	---	---	---	---	2.50	0.00
Aug 18	8.25	0.00	---	---	4.15	0.00	---	---	---	---	1.25	0.00

* Non-Transferable Permits

** Transferable Permits

Summer School Sessions

Permit for First and Second Summer Sessions

June 30

July 31

August 18

Permit for First or Second Summer Sessions

* Refund Through Second Week of Classes only.

\$19.00	\$8.65	\$19.00	\$8.65
12.65	2.30	13.65	2.30
6.30	0.00	6.30	0.00
10.00	6.00*	10.00	6.00*

Refunds are based on the above schedule. Refunds will not be given unless identifiable remnants of the permit(s) are presented at the time of the refund request.

Additional Permits

Replacement Non-Transferable Permits

Replacement Transferable Permit (Reported Lost or Stolen)

(First time reported, second time reported, \$10.00. Thereafter, full price of permit)

Temporary Permits (non-refundable)

Area parking per week

Reserved space per week

\$2.00	2.00	5.00	2.00	3.00
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¹See SUMMARY OF CHANGES, Item (K)

(4) PARKING FEES AND PENALTIES (Continued)¹

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- (B) Penalties: All vehicles driven on University property are subject to all State of Texas, City of Lubbock, and University laws and regulations.

1. Citation Service Fees:

- | | |
|--|---------|
| a. Parking in space designated for persons with disabilities without the proper insignia or other related violations (per citation; \$50.00. If not paid within ten calendar days, thereafter) | \$55.00 |
| b. Use of lost or stolen permit (per citation \$50.00 if not paid within ten calendar days, thereafter) | 55.00 |
| c. All other Parking Violations (per citation; \$10.00-\$25.00. If not paid within ten calendar days, thereafter) Minimum of \$15 but not to exceed | 30.00 |
| 2. Impoundment Fees (In addition to the citation/s - Some impoundment fees may be higher, depending upon type, if vehicle impounded and wrecker service used) | 40.00 |
| 3. Fee if driver arrives after hook-up but prior to impoundment | 25.00 |
| 4. Storage Fee for Impounded Vehicles (per day, including tax; commencing 24 hours after impoundment. Maximum \$130.00/month) | 6.00 |

¹See SUMMARY OF CHANGES, Item (K)

(5) **STUDENT SERVICES FEE SCHEDULE**

Board Minutes
June 9, 1995
Attachment M5, pg. 13
Item M101

(A) All Colleges and School of Law - Long Term

Credit Hours Enrolled	Required Fees	For Services Of
Group I		
1	\$ 8.55	Learning Center
2	17.10	Services KTXT-FM
3	25.65	<u>University Daily</u> Law School Student Government Student Organization Advisement Student Association Spirit Activities Health Sciences Center Student Government University Counseling Center Attorney for Students Career Planning and Placement Texas Tech Band Multicultural Services Center
Group II		
4	34.20	All Group I Services
5	42.75	Campus Organizations
6	51.30	Texas Tech Choral Organizations
7	59.85	Texas Tech Symphony Orchestra
8	68.40	Campus Transportation System
Group III		
9	76.95	All Group I Services
10	85.50	All Group II Services
11	94.05	Cultural Events University Theatre
Group IV		
12 or more	102.50	All Group I Services All Group II Services All Group III Services Intercollegiate Athletics Recreational Services (Intramurals, Facilities, Aquatic Center, Sports Clubs) .

(5) **STUDENT SERVICES FEE SCHEDULE (Continued)**

Board Minutes
June 9, 1995
Attachment M5, pg. 14
Item M101

(B) All Colleges and School of Law - Summer Term*

Credit Hours Enrolled	Required Fees	For Services Of
Group I		
1	\$ 8.55	Learning Center
2	17.10	Services KTXT-FM
3	25.65	<u>University Daily</u>
		Law School Student Government
		Student Organization Advisement
		Health Sciences Center Student Government
		Student Association
		Spirit Activities
		University Counseling Center
		Attorney for Students
		Career Planning and Placement
		Texas Tech Band
		Multicultural Services Center
Group II		
4	34.20	All Group I Services
5	42.75	Campus Organizations
6	51.30	Campus Transportation System
7	59.85	Texas Tech Choral Organizations
8	68.40	Texas Tech Symphony Orchestra
9	76.95	Cultural Events
10	85.50	University Theatre
11	94.05	Intercollegiate Athletics
12 or more	102.50	Recreational Services (Intramurals, Facilities, Aquatic Center, Sports Clubs)

*Grouping not applicable for students registered at Junction Center only. All services at Junction are available to all Junction Center Registrants.

Texas Tech University

Holiday Schedule for 1995-96

<u>1995</u>	<u>Day of Week</u>	<u>Holiday</u>
September 4	Monday	Labor Day
November 23	Thursday	Thanksgiving Day
November 24	Friday	Thanksgiving Holiday
December 25	Monday	Christmas Day
December 26	Tuesday	Christmas Holiday
December 27	Wednesday	Christmas Holiday
December 28	Thursday	Christmas Holiday
December 29	Friday	Christmas Holiday
<u>1996</u>		
January 1	Monday	New Year's Day
January 15	Monday	Martin Luther King, Jr. Day
March 22	Friday	Spring Break
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day

Total Allowable Holidays 13

Attachment M7
Item M107

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
<u>BOARD APPROVAL:</u>					
ES02571	Communication Services		200,000	200,000	Increased Revenue and Expenses related to additional services.
ES02572	Communication Services		240,000	240,000	Revenue and Expenses related to PSP Center for Professional Development.
LM03201	Communication Services	160,000		160,000	To provide video Fiber Optic Interconnectivity between TTU and HSC.
ES0280	Independent Study – High School		117,963	117,963	Increased revenue related to correspondence courses.
Salary Increases of 10% or more		CURRENT SALARY	NEW SALARY	% INCREASE	
Per Annum:					
NONE					

PRESIDENT'S REPORT

Thank you, Mr. Chair and members of the Board. Each year we have one of our Board meetings in a Health Sciences Center located outside of Lubbock which allows us to come to El Paso only once every three years. Many of you probably have not had the opportunity to be here in El Paso to see the fantastic work that is being done by our faculty and staff. We have an enormous patient load as you heard today at lunch. El Paso is not a wealthy community and our faculty and staff probably have a greater load in terms of patient volume and a more varied array of medical maladies than at any of our other sites. We are grateful and appreciative of the faculty here in El Paso and to the staff that supports them. We also owe a great deal of gratitude and debt to our partner, Thomason General Hospital.

What I would like to do now, for the remainder of the President's report, is to actually let you hear from the individual responsible here in El Paso, and I would like Dr. Mitemeyer to introduce Dean Gary Welch. Thank you.

TEXAS TECH UNIVERSITY
Lubbock, Texas

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TEXAS TECH UNIVERSITY
Lubbock, Texas

1.

For Information Only: Teaching Appointments
March 16, 1995 to May 1, 1995

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Avalos, George Assistant Professor	Mathematics	9/1/95-5/31/96
Barkley, Heather S. Assistant Professor	English	9/1/95-5/31/96
Bert, Norman A. Professor	Theatre and Dance	9/1/95-5/31/96
Brigham (Moser), Cathy A. Assistant Professor	English	9/1/95-5/31/96
Burley, Hansel E. Assistant Professor	Education	7/16/95-8/31/95
Gannon, Katherine M. Assistant Professor	Psychology	9/1/95-5/31/96
Hayashi, Carl T. Assistant Professor	Health, Physical Education, and Recreation	9/1/95-5/31/96
Hiemstra, Anne Assistant Professor	English	9/1/95-5/31/96
Holt, Wythe Visiting Professor	Law	6/1/95-8/31/95

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Korzeniewski, Carol L. Assistant Professor	Chemistry and Biochemistry	9/1/95-5/31/96
Kuethé, Lourdes R. Visiting Assistant Professor	Classical and Modern Languages and Literatures	6/25/95-8/31/95
Malanson, Wayne W. Assistant Professor	Mass Communications	9/1/95-5/31/96
Pelley, Patricia M. Assistant Professor	History	9/1/95-5/31/96
Purinton, Marjean D. Assistant Professor	English	9/1/95-5/31/96
Seaquist, Carl R. Assistant Professor	Mathematics	9/1/95-5/31/96
Stombler, Mindy A. Assistant Professor	Sociology, Anthropology, and Social Work	9/1/95-5/31/96
Thomasson, Amie L. Assistant Professor	Philosophy	9/1/95-5/31/96
Van Cleave, Rachel A. Assistant Professor	Law	9/1/95-8/31/96
Varnum, Dwight L. Assistant Professor	Education	9/1/95-5/31/96

TEXAS TECH UNIVERSITY

Lubbock, Texas

2. For Information Only: Teaching Retirements,
Resignations and/or Terminations
March 16, 1995 to May 1, 1995

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Emre, Erol Professor	Electrical Engineering	3/31/95
Gillaspy, John A. Horn Professor	Music	5/31/95
Nevius, John R. Professor	Education	7/15/95
Wilde, Richard E. Professor	Chemistry and Biochemistry	5/31/95

BUDGET ADJUSTMENTS OF \$100,000 OR MORE FOR
SUPPLEMENTAL AWARDS OR RENEWALS OF RESEARCH
AND OTHER SPONSORED PROJECTS

3.

MARCH 1, 1995 THROUGH APRIL 30, 1995

Project Activity	Amount	Source of Funds
West Texas Cluster Training and Technical Assistance	261,378	DOC ID #ES03121; South Plains Community Action Association, Inc.; Subcontract under DHHS #H-5487/CFDA #93.600
Exploration Potential of the Middle and Lower Paleozoic of the Southern Delaware	160,000	DOC ID #ES03006; Various Industries
Biotechnologies of the Development of Improved Cotton Fiber Characteristics	139,770 revised: 507,735	DOC ID #ES03221; Toyobo Company, Ltd.
Global Change at Big Bend National Park	300,000	DOC ID #LM03644; National Biological Service Coop agreement #14-45-0009-1570/RWO #23; CFDA #15.975; Project has Regental Approval

TEXAS TECH UNIVERSITY
Summary of Revenues by Budget Category - Fiscal Year 1995
April 30, 1995

Board Minutes
Information Items
June 9, 1995
Page 5

4.

	Current Budget	Historical Norm	Year-to-Date Actual	Actual to Historical Norm Over(Under)	Actual %	Historical %
EDUCATIONAL AND GENERAL						
General Revenue	\$ 79,808,941	\$ 53,205,961	\$ 53,205,961	\$ 0	66.67%	66.67%
TASP Funds-Special Appropriation	71,385	87,666	71,385	(16,281)	100.00%	122.81%
Tuition, net	17,813,529	17,190,492	17,508,841	318,349	98.29%	96.50%
Fees	960,007	906,412	1,061,304	154,892	110.55%	94.42%
Sales and Services	38,250	23,586	44,840	21,054	116.71%	61.66%
Indirect Cost, net	1,876,000	1,017,749	1,215,310	197,561	64.78%	54.25%
Organized Activities	155,087	118,320	158,150	39,830	101.98%	76.29%
Extension Courses	653,676	434,301	475,396	41,095	72.73%	66.44%
Time Deposit Interest	672,160	273,646	1,306,741	1,033,095 (1)	194.41%	40.71%
Miscellaneous	112,228	98,886	50,155	(48,731)	44.69%	88.11%
HEAF	10,538,296	7,025,531	7,025,531	0	66.67%	66.67%
Graduate Tuition	3,109,995	2,166,719	2,550,319	383,600	82.00%	69.67%
Authorized Carryforwards	8,123,588	8,123,588	8,123,588	0	100.00%	100.00%
TOTAL EDUCATIONAL AND GENERAL	\$ 123,933,142	\$ 90,672,856	\$ 92,797,320	\$ 2,124,464	74.88%	73.16%
DESIGNATED FUNDS						
General Designated	\$ 50,810,281	\$ 45,945,011	\$ 50,633,631	\$ 4,688,620 (2)	99.65%	90.42%
Designated Service Departments	19,562,855	11,722,525	12,131,099	408,574	62.01%	59.92%
Authorized Carryforwards	2,498,566	2,498,566	2,498,566	0	100.00%	100.00%
TOTAL DESIGNATED FUNDS	\$ 72,871,702	\$ 60,166,102	\$ 65,263,296	\$ 5,097,194	89.56%	82.56%
AUXILIARY FUNDS						
Pledged Auxiliary Funds	\$ 42,972,429	\$ 34,219,837	\$ 33,558,176	\$ (661,661)	78.09%	79.63%
Non-Pledged Auxiliary Funds	8,677,151	7,462,993	7,373,167	(89,826)	84.97%	86.01%
TOTAL AUXILIARY FUNDS	\$ 51,649,580	\$ 41,682,830	\$ 40,931,343	\$ (751,487)	79.25%	80.70%
CURRENT RESTRICTED FUNDS						
CONTRACTS, GRANTS, AND GENERAL						
Federal Programs	\$ 10,677,400	\$ 6,426,161	\$ 5,476,957	\$ (949,204)	51.29%	60.18%
State Programs	2,568,000	1,536,622	670,403	(866,219)	26.11%	59.84%
Private Programs	11,972,500	9,230,620	9,962,397	731,777	83.21%	77.10%
TOTAL CONTRACTS, GRANTS, AND GENERAL	\$ 25,217,900	\$ 17,193,403	\$ 16,109,757	\$ (1,083,646)	63.88%	68.18%
STUDENT AID						
Federal Financial Aid	\$ 8,350,000	\$ 5,110,667	\$ 4,810,083	\$ (300,584)	57.61%	61.21%
Scholarships and Fellowships	2,315,900	1,217,415	1,668,638	451,223	72.05%	52.57%
TOTAL STUDENT AID	\$ 10,665,900	\$ 6,328,082	\$ 6,478,721	\$ 150,639	60.74%	59.33%
TOTAL CURRENT RESTRICTED FUNDS	\$ 35,883,800	\$ 23,521,485	\$ 22,588,478	\$ (933,007)	62.95%	65.55%
TOTAL REVENUES	\$ 284,338,224	\$ 216,043,273	\$ 221,580,437	\$ 5,537,164	77.93%	75.98%

NOTE: SEE PAGE 3 OF 3 FOR MAJOR VARIANCE EXPLANATIONS.

TEXAS TECH UNIVERSITY
Summary of Expenditures by Budget Category - Fiscal Year 1995
April 30, 1995

	Current Budget	Historical Norm	Year-to-Date Actual	Actual to Historical Norm Over(Under)	Actual %	Historical %
EDUCATIONAL AND GENERAL						
General Administration	\$ 5,494,278	\$ 3,068,177	\$ 3,011,833	\$ (56,344)	54.82%	55.84%
General Institutional Expense	1,670,466	469,115	430,804	(38,311)	25.79%	28.08%
Staff Benefits	3,143,291	1,695,929	1,777,438	81,509	56.55%	53.95%
OASI	1,900,000	205,797	129,712	(76,085)	6.83%	10.83%
Faculty Salaries	47,324,909	32,957,565	33,198,123	240,558	70.15%	69.64%
Departmental Operating Expense	7,417,092	4,646,748	4,638,123	(8,625)	62.53%	62.65%
Instructional Administration	2,914,951	1,724,837	1,738,332	13,495	59.64%	59.17%
Library	823,406	537,654	532,404	(5,250)	64.66%	65.30%
Organized Research	2,086,331	1,141,764	830,654	(311,110)	39.81%	54.73%
Physical Plant	8,522,437	4,905,286	4,915,683	10,397	57.68%	57.56%
Purchased Utilities	9,946,277	5,553,055	5,031,592	(521,463)	50.59%	55.83%
Scholarships	173,606	173,606	134,423	(39,183)	77.43%	100.00%
Special Items	4,586,006	2,307,450	2,507,214	199,755	54.67%	50.32%
International Cultural Center	3,988,080	44,815	391,117	346,302	9.81%	1.12%
West Texas Legal Resource Center	2,904,397	1,950,074	1,933,113	(16,961)	66.56%	67.14%
Bond Retirement	2,495,935	2,099,971	1,666,503	(433,468)	66.77%	84.14%
Other	1,582,689	1,109,163	1,081,224	(27,939)	68.32%	70.08%
HEAF	13,343,707	9,765,131	8,964,327	(800,804)	67.18%	73.18%
Graduate Tuition	3,612,347	2,184,826	2,122,704	(62,122)	58.76%	60.48%
TOTAL EDUCATIONAL AND GENERAL	\$ 123,930,205	\$ 76,540,972	\$ 75,035,323	\$ (1,505,649)	60.55%	61.76%
DESIGNATED FUNDS						
General Designated	\$ 53,169,970	\$ 40,729,293	\$ 44,637,451	\$ 3,908,158 (3)	83.95%	76.60%
Designated Service Departments	19,701,732	12,694,551	12,306,264	(388,287)	62.46%	64.43%
TOTAL DESIGNATED FUNDS	\$ 72,871,702	\$ 53,423,844	\$ 56,943,715	\$ 3,519,871	78.14%	73.31%
AUXILIARY FUNDS						
Pledged Auxiliary Funds	\$ 43,093,140	\$ 28,591,039	\$ 28,494,133	\$ (96,906)	66.12%	66.35%
Non-Pledged Auxiliary Funds	8,450,516	5,375,768	4,831,897	(543,871)	57.18%	63.61%
TOTAL AUXILIARY FUNDS	\$ 51,543,656	\$ 33,966,807	\$ 33,326,030	\$ (640,777)	64.66%	65.90%
CURRENT RESTRICTED FUNDS						
CONTRACTS, GRANTS, AND GENERAL						
Federal Programs	\$ 10,677,400	\$ 6,145,552	\$ 6,260,558	\$ 115,006	58.63%	57.56%
State Programs	2,568,000	651,700	729,868	78,168	28.42%	25.38%
Private Programs	11,972,500	7,215,776	7,044,826	(170,950)	58.84%	60.27%
TOTAL CONTRACTS, GRANTS, AND GENERAL	\$ 25,217,900	\$ 14,013,028	\$ 14,035,252	\$ 22,224	55.66%	55.57%
STUDENT AID						
Federal Financial Aid	\$ 8,350,000	\$ 8,038,101	\$ 7,553,764	\$ (484,337)	90.46%	96.26%
Scholarships and Fellowships	2,315,900	2,113,548	2,348,922	235,374	101.43%	91.26%
TOTAL STUDENT AID	\$ 10,665,900	\$ 10,151,649	\$ 9,902,686	\$ (248,963)	92.84%	95.18%
TOTAL CURRENT RESTRICTED FUNDS	\$ 35,883,800	\$ 24,164,677	\$ 23,937,938	\$ (226,739)	66.71%	67.34%
TOTAL EXPENDITURES	\$ 284,229,363	\$ 188,096,300	\$ 189,243,006	\$ 1,146,706	66.58%	66.18%
NET REVENUES OVER (UNDER)	\$ 108,861		\$ 32,337,431			

NOTE: SEE PAGE 3 OF 3 FOR MAJOR VARIANCE EXPLANATIONS.

TEXAS TECH UNIVERSITY
Explanation of Revenue and Expenditure Variances – Fiscal Year 1995
February 28, 1995

VARIANCES ARE DUE TO:

- (1) Balances available for investment greater than originally budgeted.
- (2) Increase in Information Technology Fee, slight increase in Student Services Fee and addition of new Course Fee.
- (3) Budget increased due to additional revenue from Information Technology Fee, slight increase in Student Services Fee and addition of new Course Fee.

Contract No. 40373/1

AMENDMENT NO. 1 TO CONTRACT NO. MU373

Lubbock Avalanche Journal/Texas Tech University

The Agreement between Lubbock Avalanche Journal, Lubbock, Texas, and Texas Tech University, Lubbock, Texas, dated April 14, 1988, is amended as follows:

Paragraph 2, Compensation, is replaced with the following:

There shall be no fee charged by the University for the placement of such machines.

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate each of which shall be considered an original by their duly appointed officers, this the 20th day of April, 1995.

TEXAS TECH UNIVERSITY

By: 
for Robert W. Lawless, President


Date: 4-26-95

REVIEWED FOR FISCAL IMPLICATIONS

By: 
Don E. Cosby, Vice President
for Fiscal Affairs

Date: 4-28-95

REVIEWED FOR FORM

By: 
Pat Campbell, Vice President
and General Counsel

Date: _____

LUBBOCK AVALANCHE JOURNAL

By: 

Date: 5/8/95

5b.

Southwest Coca Cola Bottling Company, Inc. - Concessions Contracts:
Amendment No. 4 to Contract 789 and Amendment No. 1 to Contract 838
(May 10, 1991; Items M118 & H131 and April 14, 1995; Item M86,
respectively).

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Contract No. MU789/4

Amendment No. 4 to Contract No. MU789

Concessions

Southwest Coca-Cola Bottling Co., Inc.,/Texas Tech University

The Agreement between Southwest Coca-Cola Bottling Co., Inc., Lubbock, Texas and Texas Tech University, Lubbock, Texas, dated July 12, 1991, is amended as follows:

The guarantee for the period January 1, 1995 through August 31, 1995 is \$378,666.64; September 1, 1995 through August 31, 1996 is \$568,000.00.

The price of pastry items is increased from \$.60 to \$.65 and the price of cracker items is increased from \$.45 to \$.50.

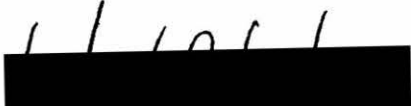
All other provisions of the Agreement will remain as written and all parties do hereby ratify and confirm such terms, stipulations and conditions therein set forth.

IN WITNESS WHEREOF, the parties hereto have executed this amendment in duplicate, each of which shall be considered an original by their duly appointed officers, this the 3rd day of April, 1995.

TEXAS TECH UNIVERSITY AND
TEXAS TECH UNIVERSITY HEALTH
SCIENCES CENTER

SOUTHWEST COCA-COLA BOTTLING CO., INC.

By: 
Robert W. Lawless, President

By: 

Date: 4/17/95

Date: 4/12/95

Contract No. MU838/1

AMENDMENT NO. 1 TO CONTRACT NO. MU838

CONCESSIONS

Southwest Coca-Cola Bottling Co., Inc. and Texas Tech University

The Agreement between Southwest Coca-Cola Bottling Co., Inc., Lubbock, Texas and Texas Tech University, Lubbock, Texas, dated September 3, 1991, is amended as follows:

PARAGRAPH NO. 5 IS AMENDED AS FOLLOWS:

The following is added to Paragraph No. 5.j.:

Southwest Coca-Cola Bottling Co., Inc. will waive the physical operation of concessions during the Texas-Louisiana Professional Baseball League season, as long as available products are purchased from Southwest Coca-Cola Bottling Co., Inc.

Southwest Coca-Cola Bottling Co., Inc. will maintain the exclusive rights to promotions, signage and distribution of all carbonated and non-carbonated beverages.

All other provisions of the Agreement will remain as written and all parties do hereby ratify and confirm such terms, stipulations and conditions therein set forth.

IN WITNESS WHEREOF, the parties hereto have executed this amendment in duplicate, each of which shall be considered an original by their duly appointed officers, this the 25th day of April, 1995.

TEXAS TECH UNIVERSITY

By: [Redacted]
Robert W. Lawless, President

Date: 5/3/95

SOUTHWEST COCA-COLA BOTTLING CO., INC.

By: [Redacted]

Date: 5/5/95

REVIEWED FOR FISCAL IMPLICATIONS

By: [Redacted]
Don E. Cosby, Vice President
for Fiscal Affairs

REVIEWED FOR FORM

By: [Redacted]
Pat Campbell, Vice President
and General Counsel

INTERLOCAL AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Interlocal Agreement is hereby made and entered into on this the 17th day of February, 1995, by and between the CITY OF LUBBOCK, a Municipal Corporation of the State of Texas, hereinafter called "City", and TEXAS TECH UNIVERSITY, an agency of the State of Texas, hereinafter called "University."

WITNESSETH:

WHEREAS, City desires to locate a professional baseball team in Lubbock, Texas; and

WHEREAS, Texas Professional Baseball, Inc., a Texas Corporation, hereinafter called "T.P.B." has indicated that it desires to place a professional baseball team in Lubbock, Texas, but acquiring the use of a suitable stadium for team activities is a necessary consideration in placing a professional team in Lubbock; and

WHEREAS, University has an existing baseball stadium on campus which, with modifications, will meet the standards necessary for professional baseball; and

WHEREAS, the City Council of the City finds that the location of a professional baseball team is a commercial activity; and

WHEREAS, the University is willing to improve and lease its baseball stadium to T.P.B. in order to accommodate the City and T.P.B. in locating a professional baseball team in Lubbock; and

WHEREAS, University has authority as a state agency of the State of Texas to enter into this interlocal agreement; and

WHEREAS, City is authorized by Section 380.001, Local Government Code of the State of Texas and Article 835s, Vernon's Annotated Civil Statutes, to enter into this agreement; and

WHEREAS, the City believes the existence of professional baseball in the City of Lubbock will enhance the economy of Lubbock and be an attraction for future economic growth; and

WHEREAS, the City is authorized to establish and provide for the administration of one or more programs to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the governing body may contract with a state agency for the administration of a program; and

WHEREAS, the City desires to contract with the University for the University to provide its baseball facility to T.P.B. for professional baseball; and

WHEREAS, the University agrees to improve its baseball facilities; and

WHEREAS, the City desires to provide funding in the amount of \$350,000.00 for such improvements to be made by the University as will be needed to provide for professional baseball; and

WHEREAS, the City and the University agree that the City will provide \$350,000.00 to the University to improve its baseball facility; and

WHEREAS, the University has agreed to enter a lease agreement with T.P.B. of even date with this interlocal agreement to play professional baseball at the University's baseball facility; and

WHEREAS, the City and T.P.B. shall enter into a separate agreement for professional baseball as a commercial activity of an even date with this agreement between the City and the University and the lease agreement between the University and T.P.B.; and

WHEREAS, each of the three agreements by and between the City, the University and T.P.B., which shall be a lease agreement between the University and T.P.B., an agreement between the City and T.P.B. and this interlocal agreement between the City and the University, shall be executed on even date and shall each be consideration for execution of each of the other agreements;

NOW THEREFORE, the parties hereto do mutually agree as follows:

I.

LEASE

The University, conditioned upon receipt of \$350,000 from the City, does hereby agree to lease to T.P.B. the baseball stadium and facilities it presently owns and which is located upon the campus of University in Lubbock, Lubbock County, Texas, known as Dan Law Field, hereinafter "stadium", and which shall include available off street parking. Such parking access shall not interfere with student, faculty or staff parking rights or privileges.

II.

TERM

The term of this Agreement shall be for five years with two five year renewal options and such term shall commence upon execution of a lease agreement from the University to T.P.B.

III.

IMPROVEMENTS

1. The University, in connection with the administration of this economic development program and as part of the consideration for this Agreement, agrees to construct and complete the improvements to stadium set forth in the lease agreement between the University and T.P.B. It is agreed and understood by all parties hereto that

City funding of such improvements shall not exceed the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00). The improvements to be made by the University shall include increased seating, restrooms and concession facilities so as to provide for a total of 5,000 spectators at the stadium. Apportionment of the funds to the various improvements for the stadium shall be in the sole discretion of the University.

2. The City shall pay the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) to the University from current revenues available to the City for such improvements to the stadium upon receipt of an executed lease of the stadium of even date herewith which is consistent with this Interlocal Agreement by and between the University and T.P.B.

3. University and T.P.B. shall not thereafter look to City for further participation in funding additional improvements, if any, at stadium.

IV.

TERM AND OCCUPANCY

The term and occupancy by T.P.B. of the leased premises shall be set forth in the Lease Agreement with the University and shall be consistent with this Agreement.

V.

CONSIDERATION

As consideration to City for funding improvements to the stadium, the University shall make the contemplated improvements and shall enter into a lease agreement with T.P.B. for T.P.B. to play professional baseball at the stadium.

VI.

DEFAULT

In the event that T.P.B. does not perform its obligations under its agreement with the University and T.P.B.'s rights are terminated, then the University shall allow the City to use said facilities in place of T.P.B. for City recreational baseball activities during the time periods and under the terms and conditions contained in the lease agreement between the University and T.P.B. However, in lieu of the lease payment, City shall pay to the University all direct operation and maintenance costs during such use. The City may use the facilities for other non-recreational baseball activities, including the solicitation of another professional baseball team, by mutual agreement of the University and the City. However, it is specifically agreed and understood that the University shall not be responsible for or have any duty whatsoever for any obligation which the City and T.P.B. may have or acquire as to each other.

VII.

APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the State of Texas. Venue shall be in Lubbock County.

VIII.

DEFINITIONS

"Field a professional baseball team" as used in this agreement shall mean the providing of a professional baseball team to play a schedule of baseball games at the stadium as set forth in the lease agreement between the University and T.P.B.

IX.

NOTICE

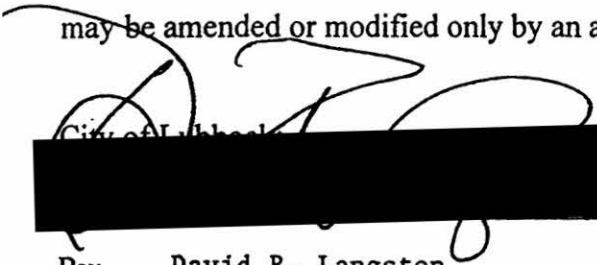
All notices required by this Agreement shall be sent to the parties at the following addresses:

CITY OF LUBBOCK
P.O. Box 2000
Lubbock, TX 79457

TEXAS TECH UNIVERSITY
Office of General Counsel
P.O. Box 42021
Lubbock, TX 79409-2021

This agreement contains and incorporates the entire agreement of the parties. It

may be amended or modified only by an agreement in writing signed by all parties.


By: David R. Langston

Title: Mayor

Texas Tech University:


By: PAT CAMPBELL

Title: V.P. & General Counsel

CC: Texas Professional Baseball, Inc.
Texas-Louisiana League
Galleria Tower II, Suite 1650
13455 Noel Road
Dallas, TX 75240

JCR:da
cityatt\A-TPB.doc
February 14, 1995

OFFICE OF DEVELOPMENTBoard Minutes
Information Items
June 9, 1995
Page 17Gifts and Grants as of April 30, 1995
and
Gifts and Grants as of April 30, 1994

6a.

	Fiscal Year 1995	Fiscal Year 1994
Texas Tech University		
September 30	\$ 430,128.52	\$ 368,586.92
October 31	1,647,151.78	4,069,717.24
November 30	182,248.13	376,212.79
December 31	1,343,361.27	974,914.43
January 31	443,665.34	567,615.57
February 28	361,132.16	236,204.62
March 30	367,843.35	400,535.63
April 30	221,850.76	300,486.47
Total University	<u>\$ 4,997,381.31</u>	<u>\$ 7,294,273.67</u>
Texas Tech University Foundation		
September 30	\$ 242,668.81	\$ 184,918.49
October 31	220,235.28	168,430.65
November 30	185,260.93	151,800.52
December 31	660,836.38	766,847.32
January 31	186,732.79	169,987.94
February 28	338,165.46	122,524.00
March 30	138,062.67	184,992.52
April 30	171,266.67	224,511.49
Total Foundation	<u>\$ 2,143,228.99</u>	<u>\$ 1,974,012.93</u>
TOTALS	<u>\$ 7,140,610.30</u>	<u>\$ 9,268,286.60</u>

OFFICE OF DEVELOPMENT

6b.

Gifts and Grants as of April 30, 1995
and
Gifts and Grants as of April 30, 1994

	Fiscal Year 1995	Fiscal Year 1994
Texas Tech University Health Sciences Center		
September 30	\$ 48,189.69	\$ 82,536.00
October 31	67,148.12	6,400.00
November 30	55,543.33	428,849.00
December 31	190,086.66	256,326.66
January 31	52,672.00	43,936.00
February 28	191,084.12	124,102.50
March 30	27,750.70	60,420.00
April 30	71,827.83	165,540.84
Total Health Sciences Center	<u>\$ 704,302.45</u>	<u>\$ 1,168,111.00</u>
Texas Tech Medical Foundation		
September 30	\$ 6,477.50	\$ 180,657.50
October 31	72.50	7,287.50
November 30	5,432.50	16,127.50
December 31	477,277.75	57,487.10
January 31	2,292.50	19,799.57
February 28	36,462.75	12,167.50
March 30	22,855.82	28,882.50
April 30	17,735.00	29,692.50
Total Medical Foundation	<u>\$ 568,606.32</u>	<u>\$ 352,101.67</u>
TOTALS	<u>\$ 1,272,908.77</u>	<u>\$ 1,520,212.67</u>
Texas Tech University		
September 30	\$ 430,128.52	\$ 368,586.92
October 31	1,647,151.78	4,069,717.24
November 30	182,248.13	376,212.79
December 31	1,343,361.27	974,914.43
January 31	443,665.34	567,615.57
February 28	361,132.16	236,204.62
March 30	367,843.35	400,535.63
April 30	221,850.76	300,486.47
Total University	<u>\$ 4,997,381.31</u>	<u>\$ 7,294,273.67</u>

Gifts and Grants Report
April 30, 1995
Page 2

	Fiscal Year 1995	Fiscal Year 1994
Texas Tech University Foundation		
September 30	\$ 242,668.81	\$ 184,918.49
October 31	220,235.28	168,430.65
November 30	185,260.93	151,800.52
December 31	660,836.38	766,847.32
January 31	186,732.79	169,987.94
February 28	338,165.46	122,524.00
March 30	138,062.67	184,992.52
April 30	171,266.67	224,511.49
Total Foundation	<u>\$ 2,143,228.99</u>	<u>\$ 1,974,012.93</u>
 TOTALS	 <u>\$ 7,140,610.30</u>	 <u>\$ 9,268,286.60</u>
 GRAND TOTALS	 \$ 8,413,519.07	 \$10,788,499.27

CONSTRUCTION SERVICES

Board Minutes
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June 9, 1995
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Contract No. 95-1288
Account Number 0243-42-1532

AGREEMENT

THIS AGREEMENT, made this 7th day of March, in the year Nineteen Hundred
Ninety Five

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein
by and through Robert W. Lawless, President, and
Lydick-Hooks Roofing Company of Lubbock, Inc., Lubbock, Texas, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
Business Administration - Replace Third Floor Roofs (FP&C 93-38)
Including Alternate No. 1

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work as provided
in the Conditions of the Contract, in current funds, the Contract Sum of

Two Hundred Seven Thousand Seven Hundred Eighty-Two and no/100's Dollars
(Written Amount)

\$207,782.00

(Figures)

The above bid price is divided into \$ 124,669.20 dollars for Materials (to be
incorporated into the Work) and \$ 83,112.80 dollars for Labor (including any
materials not incorporated into the Work, such as formwork and rentals used in
the process of installation). This separation of the contract price into
Materials and Labor is required in order for the successful bidder to be able to
purchase free of state sales tax the materials to be incorporated into the Work.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a
date to be specified in a written "Notice to Proceed" from the Owner and
completed within 100 calendar days.

The time in the contract for the completion of the work is an essential element of the contract, and it is mutually agreed that the Owner will suffer financial damages in an amount not now possible to ascertain if this work is not completed on schedule, and in view of these facts, it is agreed that the Owner will withhold from the Contractor, as liquidated damages and not as a penalty, the sum of \$ 750.00 per day for each calendar day that the work remain uncompleted beyond the date specified in the Notice to Proceed, or as extended by change order by the Owner.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and, provided further, that upon completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work, he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the the Architect.

ARTICLE 5

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

ARTICLE 6

PAYMENT AND PERFORMANCE BONDS

Board Minutes
Information Items
June 9, 1995
Page 22

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 7

OWNER'S REPRESENTATIVE


The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.


Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER
TEXAS TECH UNIVERSITY

CONTRACTOR
LYDICK-HOOKS ROOFING CO. OF LUBBOCK, INC.

By: 
Robert W. Lawless
President

By: 
Date: 4/12/95


Date: 3/24/95

REVIEWED FOR FISCAL IMPLICATIONS


Don E. Cosby, Vice President
for Fiscal Affairs

Date: 3-22-95

REVIEWED FOR FORM


Pat Campbell, Vice President
and General Counsel

Date: 3-21-95

4:04

Board of Regents
Texas Tech University
June 9, 1995

7b.

INFORMATION ITEM

Project Name:

Campus - 1995 street repair

Statement of Pertinent Facts:

Repair and refurbish streets and parking lots that have deteriorated due to age and use.

Project Budget: \$282,111

Source of funds: Parking Lot and Roadway Construction Funds

Solicited Bidders

Williams & Peters Construction Co., Inc.
Hub City Pavers, Inc.
Butler Construction
Zahn Paving
West Texas Paving

Project was publicly advertised in the Lubbock Avalanche-Journal on 3/18/95 & 3/26/95.

Bid Tabulation:

Williams and Peters Construction Company, Inc.	\$280,228.68
Hub City Pavers, Inc.	\$348,900.00
Zahn Pavers	\$396,554.00

Contract Award:

Date: April 10, 1995
Amount: \$280,228.68
Contractor: Williams and Peters Construction Company, Inc.

Projected Completion Date:

August 1, 1995

Board of Regents
Texas Tech University
June 9, 1995

INFORMATION ITEM

Project Name:

University Greenhouse - replacement of steam/condensate lines

Statement of Pertinent Facts:

Existing system contained numerous leaks and has deteriorated to the point that no condensate is returned to the Cooling Plant.

Project Budget: \$162,900

Source of funds: \$144,900 - Higher Education Assistance Fund
 \$ 18,000 - General Use Fees

Solicited Bidders

Anthony Mechanical Inc.
Armstrong Mechanical Inc.
Bruce Thornton Air Conditioning Inc.

Project was publicly advertised in the Lubbock Avalanche-Journal on 3/5/95 & 3/12/95.

Bid Tabulation:

Anthony Mechanical Inc.	\$139,150
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Contract Award:

Date: April 21, 1995
Amount: \$117,422
Contractor: Anthony Mechanical Inc.

A portion of the landscape renovation work was deleted from the contract and will be completed by the Grounds Maintenance Department.

Projected Completion Date:

August 31, 1995

Board of Regents
Texas Tech University
June 9, 1995

INFORMATION ITEM

Project Name:

Dan Law Field - press box renovation/expansion, phase III

Statement of Pertinent Facts:

The project will add 14 leased skyboxes and renovate and expand the existing press facilities.

Project Budget: \$269,740

Source of funds: Athletic Facilities Improvement Fund

Solicited Bidders

All Texas Builders, Inc.
Art Cuevas Construction
Mike Klein Construction, Inc.
Tommy Klein Construction, Inc.
Knox, Gailey & Meador, Inc.
LDC
Pharr & Company, Inc.
Sunwest Construction Inc.
Wardroup & Associates

Project was publicly advertised in the Lubbock Avalanche-Journal on 12/25/94 & 1/1/95.

Bid Tabulation:

All Texas Builders, Inc.	\$286,529
Mike Klein Construction, Inc.	\$271,000
Tommy Klein Construction, Inc.	\$272,710
Knox, Gailey & Meador, Inc.	\$257,019
LDC	\$269,777
Pharr and Company, Inc.	\$293,000
Sunwest Construction Inc.	\$264,203
Wardroup & Associates	\$274,500

Contract Award:

Date: February 17, 1995
Amount: \$239,319
Contractor: Knox, Gailey & Meador, Inc.

Contract amount reflects donations of material by Mr. Sam Law.

Projected Completion Date:

July 31, 1995