



AUDIT & BUSINESS COMMITTEE

June 23, 2022

Roaden University Center, Room 282

AGENDA

- I. Call to Order
- II. Approval of Minutes
- III. Maintenance and Mandatory Fees
- IV. FY2021-22 Estimated & FY2022-23 Proposed Budget
- V. FY2022-23 Disclosed Projects
- VI. Capital Budget FY2023-24
- VII. Land Acquisition
- VIII. Craft Center Lease
- IX. Dual Enrollment Tuition Rate
- X. Emeritus President Contract
- XI. TTU Policy 506 (General and Group Travel Policy)
- XII. TTU Policy 600 (Code of Conduct)
- XIII. Faculty Promotions
- XIV. Tenure Recommendations
- XV. Adjournment of Open Session and Call to Order of Non-Public Executive Session to Discuss Audits, Investigations, Litigation, and Matters Deemed Not Subject to Public Inspection Pursuant to T.C.A. § 4-35-108(b)(1)-(3)
- XVI. Adjournment



AUDIT & BUSINESS COMMITTEE

March 10, 2022

Roaden University Center, Room 282

MINUTES

Meeting was streamed live via link found on this web page:

<https://www.tntech.edu/board/meetings/>

AGENDA ITEM 1 – Call to Order

The Tennessee Tech Board of Trustees Audit & Business Committee met on March 10, 2022 in Roaden University Center Room 282. Chair Johnny Stites called the meeting to order at 10:08 a.m.

Chair Stites asked Mr. Lee Wray, Secretary, to call the roll. The following members were present:

- Johnny Stites
- Fred Lowery
- Thomas Lynn

Other board members also in attendance were Dan Allcott, Tom Jones, Rhedona Rose, Barry Wilmore, Trudy Harper, and Hannah Willis. Teresa Vanhooser was absent. A quorum was physically present. Tennessee Tech faculty, staff and members of the public were also in attendance.

Trustee Lowery participated via Zoom and confirmed he could simultaneously hear and speak to the Committee members, received the Committee materials in advance of the meeting and was the only person present in the location from which he was calling.

Secretary Wray announced Trustee Lynn would have to leave the meeting early. At that time Chair Harper will become a voting member as designated by policy.

AGENDA ITEM 2 – Approval of Minutes

Chair Stites asked for approval of the minutes of the December 2, 2021 Audit & Business Committee meeting. Chair Stites asked if there were questions or comments regarding the minutes. There being none, Mr. Lynn moved to recommend approval of the minutes. Mr. Lowery seconded the motion. Mr. Wray called a roll call vote. The motion carried unanimously.

AGENDA ITEM 3 – Update on Governor’s Budget

Dr. Stinson advised the capital outlay portion of the Governor’s recommendation included funding for the Johnson Hall renovation and Foster Hall demolition and for the Advanced Construction & Manufacturing Engineering Building. TTU is required to match on each project. The capital maintenance portion included funding for Craft Center generator & fire pump upgrades and HVAC upgrades. The operating budget recommendations included funding for outcomes growth, 4% salary pool, group health insurance, NSF Cybersecurity(non-recurring), Rural Reimagined(non-recurring), Appalachian Craft Center(non-recurring) and reallocation of base outcomes. The state only funds 55% of the salary pool. Dr. Stinson provided a five-year history of outcomes funding formula and estimated cost increases. Dr. Oldham added that with this proposed budget the Governor has requested that THEC have no tuition or mandatory fee increases for the next year.

This was an informational item therefore no action was required.

AGENDA ITEM 4 – Update on Enterprise Resource Planning System

Dr. Stinson advised the current contract for Ellucian Banner system will end December 2022. The Human Resources and Financial systems will be replaced with a cloud-based system. The student system will remain a Banner system as part of TBR’s Ellucian contract. Evaluation of a cloud-based student system will take place during a five-year extension. The Governor has recommended non-recurring funding for the UT System and LGIs. Both HR and finance systems implementation will begin January 2024 to be fully implemented and operational by January 2026.

This was an informational item therefore no action was required.

AGENDA ITEM 5 – Compensation Plan

Dr. Stinson advised the proposed compensation plan is pending approval of the Governor’s budget. The proposal is for a 4% pool for recurring salary increases effective July 1, 2022, based on FY21-22 performance evaluations, minimum of 1% and maximum of 7%. Employees must have a satisfactory or better evaluation to be eligible for a raise. Employees that are on a Performance Improvement Plan are not eligible. The estimated cost is \$3.8 million, which

includes the state appropriation for 55% and university match. Faculty promotions, job reclassifications and identified equity adjustments are handled outside of this proposal.

Mr. Lynn moved to send the proposed Compensation Plan pending approval of the Governor's Budget for a 4% salary increase pool to be distributed to full and part-time permanent employees based on employees' fiscal year 2022 evaluations with a minimum 1% and maximum 7% increase for employees with satisfactory or better evaluation scores, and employed at January 1, 2022 to the Board for approval and to place it on the Board's regular agenda. Mr. Lowery seconded the motion. Mr. Wray took a roll call vote. The motion carried unanimously.

AGENDA ITEM 6 – Non-Mandatory Fees

Dr. Stinson advised that non-mandatory fees are not subject to THEC binding rates and are not required of all students. The proposal was for a 5% increase for traditional residence halls. This increase will produce resources to cover inflationary costs, major maintenance and renovations to older halls and closer alignment of rates for all residential housing.

Mr. Lowery moved to send the proposed housing rates to be effective Fall 2022 to the Board for approval and to place it on the Board's regular agenda. Chair Harper seconded the motion. Mr. Wray took a roll call vote. The motion carried unanimously.

Mr. Wray noted that Mr. Lynn had left the meeting and Chair Harper became a voting member in his absence as allowable by TTU Policy 005 Board Committees.

AGENDA ITEM 7 – Disclosed Projects

Dr. Stinson advised disclosed projects do not involve state funding. The disclosed projects for FY21-22 include indoor tennis court roof replacement, university archives improvements and agricultural technology innovation center. The FY22-23 disclosed projects include baseball and softball artificial turf and electrical infrastructure upgrades.

Chair Harper moved to send the FY21-22 disclosed projects for the indoor tennis court roof replacement, university archives improvements and agricultural technology innovation center and the FY22-23 disclosed projects for the baseball and softball artificial turf and electrical infrastructure upgrades to the Board for approval and to place it on the Board's regular agenda. Mr. Lowery seconded the motion. Mr. Wray took a roll call vote. The motion carried unanimously.

AGENDA ITEM 8 – Land Acquisition

Dr. Oldham gave a brief explanation how the opportunity presented itself. He advised there was an opportunity to purchase approximately 3.68 acres in Crossville, TN that includes buildings with approximately 130,000 square feet. The property would initially be purchased by the TTU Foundation with the university to purchase when funding is identified. The Foundation

Board has approved to purchase the property. When the university is prepared to purchase it will come back to this Board as an action item. The location would be used for research, instruction and some space leased to outside parties.

This was an informational item therefore no action was required.

After discussion between Chair Stites and Secretary Wray the Master Plan agenda item will be moved to the last item.

AGENDA ITEM 9 – TTU Policy 144(Title IX Policy & Grievance Procedures)

Dr. Stinson advised changes were made to the policy in accordance to the U.S. District Court ruling effective August 1, 2021. The court ruled the Title IX Federal regulation prohibition on all statements not subject to cross-examination was arbitrary and capricious and should be removed from the regulations. This change brings us into compliance with Federal Title IX regulation changes. A tracked version of the change was provided in Diligent.

Chair Harper moved to send TTU Policy 144 as presented to the Board for approval and to place it on the Board's regular agenda. Mr. Lowery seconded the motion. Mr. Wray took a roll call vote. The motion carried unanimously.

AGENDA ITEM 10 – Notice of Responsibilities for Preventing, Detecting and Reporting Fraud, Waste and Abuse

Chair Stites advised that state law requires the Audit Committee to formally reiterate on a regular basis to the Board, Management and Staff their responsibilities for preventing, detecting and reporting fraud, waste and abuse. Accordingly, a Notice of Responsibilities was provided in Diligent for the trustees to review.

No action required on this item.

AGENDA ITEM 10 – Master Plan

Mr. Garry Askew, architect with Bauer Askew, presented the 2022 Master Plan. Highlights of the presentation included: capital improvement projects, Engineering Quad, Innovation Housing, parking changes, landscaping and green spaces, street transitions, campus boundary markers and an art trail. A copy of the master plan was provided in Diligent. In addition to TTU Board approval it must also be approved by THEC and State Building Commission.

Chair Harper moved to send the TTU 2022 Campus Master Plan to the Board for approval and to place it on the Board's regular agenda. Mr. Lowery seconded the motion. Mr. Wray took a roll call vote. The motion carried unanimously.

AGENDA ITEM 12 – Adjournment of Open Session & Call to Order on the Non-Public Executive Session

There being no further business, the meeting adjourned at 12:05 p.m. After a short break, the Non-Public Executive Session began at 12:10 p.m. Trustees and Administration were present for the meeting. Trustee Lowery participated via zoom.

AGENDA ITEM 13 – Adjournment

There being no further business, the Non-Public Executive Session adjourned at 1:18 p.m.

Approved,

Lee Wray, Secretary

DRAFT



Agenda Item Summary

Date: June 23, 2022

Agenda Item: Maintenance and Mandatory Fees

Review

Action

No action required

PRESENTERS: Dr. Claire Stinson, Vice President for Planning & Finance

PURPOSE & KEY POINTS: The University staff are recommending a combined zero (0) increase for both in-state, undergraduate tuition (maintenance fee) and mandatory fees.

At its May 19, 2022 meeting, the THEC Commission Members voted for a “zero to zero” binding range for tuition and a “zero-to-zero” binding range for mandatory fees. This range applies only to in-state, undergraduate tuition and mandatory fees. THEC’s action was based on the level of higher education support provided by the General Assembly through the 2022-23 General Appropriations Act. In the information provided by THEC staff to the Commission, the THEC staff stated “Tennessee’s public higher education tuition and fee levels continue to be considered average compared to peers across member states of the Southern Regional Education Board.”



Agenda Item Summary

Date: June 23, 2022

Agenda Item: FY2021-22 Estimated & FY2022-23 Proposed Budget

Review

Action

No action required

PRESENTERS: Dr. Claire Stinson, Vice President for Planning & Finance

PURPOSE & KEY POINTS: Review recommendation and approval of Tennessee Tech’s FY2021-22 Estimated and FY2022-23 Proposed Budgets.

Estimated Budget is the final budget for fiscal year 2021-22. This budget is an estimate of how resources will be collected and expended for the year and will closely compare to our financial statements prepared at end-of-year. The Proposed Budget for fiscal year 2022-23 is our operating plan to begin the new fiscal year. The Proposed Budget is revised in October of each year (Revised Budget) to reflect fall semester enrollments and other changes that may have occurred. The Revised Budget is approved by the Board of Trustees at their December meeting.

Both the Estimated Budget and the Proposed Budget include budget line items for Educational & General (E&G) revenues and expenses for the University’s major operations, and Auxiliary Enterprise revenues and expenses. These budgets also include mandatory transfers which are resources set aside to service debt for the fiscal year. Non-mandatory transfers included in the budget are resources transferred to reserves and plant funds at the University’s discretion.

E&G Revenues - Current Estimate FY2021-22 and Proposed Budget FY2022-23

	Current Estimate FY2021-22		Proposed Budget FY2022-23		% Change Over Current Estimate
Tuition and Fees	\$	100,995,900	\$	100,785,900	-0.21%
State Appropriations	\$	64,128,100	\$	78,863,600	22.98%
Contracts and IDC	\$	1,829,300	\$	1,409,300	-22.96%
Sales and Services	\$	884,600	\$	933,700	5.55%
Other Activities	\$	5,636,300	\$	5,152,700	-8.58%
Athletics (incl. student fee)	\$	5,391,700	\$	5,302,700	-1.65%
Total Revenues	\$	178,865,900	\$	192,447,900	7.59%

E&G Expenses by Budget Category - Current Estimate FY2021-22 and Proposed Budget FY2022-23

	Current Estimate FY2021-22		Proposed Budget FY2022-23		% Change Over Current Estimate
Instruction	\$	86,171,200	\$	86,981,400	0.94%
Research	\$	5,518,400	\$	2,750,800	-50.15%
Public Service	\$	2,568,400	\$	2,056,600	-19.93%
Academic Support	\$	16,243,900	\$	14,308,000	-11.92%
Student Services	\$	23,490,400	\$	22,823,600	-2.84%
Institutional Support	\$	20,766,900	\$	19,915,000	-4.10%
Oper. & Maint. of Plant	\$	16,511,400	\$	16,319,900	-1.16%
Scholarships & Fellowships	\$	16,514,600	\$	17,536,300	6.19%
Total Expenses	\$	187,785,200	\$	182,691,600	-2.71%

E&G Expenses by Natural Classification - Current Estimate FY2021-22 and Proposed Budget FY2022-23

	Current Estimate FY2021-22		Proposed Budget FY2022-23		% Change Over Current Estimate
Salaries and Wages	\$	82,075,661	\$	85,226,469	3.84%
Fringe Benefits	\$	36,128,286	\$	37,031,368	2.50%
Travel	\$	2,154,059	\$	1,584,615	-26.44%
Operating & Utilities	\$	49,119,709	\$	40,394,442	-17.76%
Scholarships & Fellowships	\$	17,080,640	\$	18,093,623	5.93%
Capital	\$	1,226,926	\$	361,094	-70.57%
Total Expenses	\$	187,785,281	\$	182,691,611	-2.71%

E&G Unrestricted Budget Summary - Current Estimate FY2021-22 and Proposed Budget FY2022-23

	Current Estimate FY2021-22		Proposed Budget FY2022-23		% Change Over Current Estimate
Beginning Fund Balance	\$	29,712,346	\$	8,953,946	-69.86%
E&G Revenues	\$	178,865,900	\$	192,447,900	7.59%
E&G Expenses	\$	187,785,200	\$	182,691,600	-2.71%
Mandatory Transfers	\$	3,668,700	\$	3,668,700	0.00%
Non-mandatory Transfers	\$	8,170,400	\$	5,715,300	-30.05%
Ending Fund Balance	\$	8,953,946	\$	9,326,246	4.16%

Auxiliary Budget Summary - Current Estimate FY2021-22 and Proposed Budget FY2022-23

	Current Estimate FY2021-22		Proposed Budget FY2022-23		% Change Over Current Estimate
Beginning Fund Balance	\$	982,054	\$	982,154	0.01%
Aux Revenues	\$	18,595,100	\$	18,577,600	-0.09%
Aux Expenses	\$	8,344,400	\$	8,719,100	4.49%
Mandatory Transfers	\$	6,841,000	\$	6,557,400	-4.15%
Non-mandatory Transfers	\$	3,409,600	\$	3,354,200	-1.62%
Ending Fund Balance	\$	982,154	\$	929,054	-5.41%

TOTAL Budget Summary - Current Estimate FY2021-22 and Proposed Budget FY2022-23

	Current Estimate FY2021-22		Proposed Budget FY2022-23		% Change Over Current Estimate
Beginning Fund Balance	\$	30,694,400	\$	9,936,100	-67.63%
Total Revenues	\$	197,461,000	\$	211,025,500	6.87%
Total Expenses	\$	196,129,600	\$	191,410,700	-2.41%
Mandatory Transfers	\$	10,509,700	\$	10,226,100	-2.70%
Non-mandatory Transfers	\$	11,580,000	\$	9,069,500	-21.68%
Ending Fund Balance	\$	9,936,100	\$	10,255,300	3.21%

Breakdown of E&G Fund Balance - Current Estimate FY2021-22 and Proposed Budget FY2022-23

Current Estimate FY2021-22				
	<u>Beginning Fund Balance</u>		<u>Ending Fund Balance</u>	
Allocation for Encumbrances	\$	1,497,200	\$	-
Allocation for Working Capital	\$	4,390,500	\$	4,390,500
Special Allocations*	\$	23,850,958	\$	4,563,446
Unallocated Balance	\$	81,800	\$	-
Total E&G Fund Balance	\$	29,820,458	\$	8,953,946
*2% to 5% Reserve	\$	20,245,332	\$	4,563,446
*Student Activity Fee	\$	-	\$	-
*Technology Access Fee	\$	1,723,100	\$	-
*Specialized Academic Course Fee	\$	1,882,526	\$	-
Total Special Allocations	\$	23,850,958	\$	4,563,446
*Aux Contingency	\$	873,942	\$	982,154
Proposed Budget FY2022-23				
	<u>Beginning Fund Balance</u>		<u>Ending Fund Balance</u>	
Allocation for Encumbrances	\$	-	\$	-
Allocation for Working Capital	\$	4,390,500	\$	4,390,500
Special Allocations*	\$	4,563,430	\$	4,935,922
Unallocated Balance	\$	-	\$	-
Total E&G Fund Balance	\$	8,953,930	\$	9,326,422
*2% to 5% Reserve	\$	4,563,430	\$	4,935,922
*Student Activity Fee	\$	-	\$	-
*Technology Access Fee	\$	-	\$	-
*Specialized Academic Course Fee	\$	-	\$	-
Total Special Allocations	\$	4,563,430	\$	4,935,922
*Aux Contingency	\$	982,154	\$	928,878

E&G Transfers - Current Estimate FY2021-22 and Proposed Budget FY2022-23

	Current Estimate FY2021-22		Proposed Budget FY2022-23	
	<u>Debt Service and Unexpended Plant</u>			
Debt Service Perf Contract	\$	612,074	\$	612,074
Debt Service Fitness Center	\$	1,889,480	\$	1,868,480
Debt Service Univ Center	\$	89,460	\$	89,460
Debt Service Eblen Center	\$	196,810	\$	196,810
Debt Service Parking & Transportation	\$	860,935	\$	860,935
Debt Lab Science Building	\$	646,673	\$	646,673
Facilities Development (fee)	\$	261,865	\$	253,615
Landscaping	\$	380,000	\$	325,000
Parking & Transportation	\$	224,033	\$	311,315
Extraordinary Maintenance	\$	805,000	\$	650,000
Various Academic Buildings	\$	345,890	\$	345,890
FNDH Engr Lab Upgrade	\$	490,000	\$	-
Small Projects	\$	1,092,766		
Total Debt Service & Unexp Plant	\$	7,894,986	\$	6,160,252
	<u>Renewal and Replacement</u>			
IT Computer Equipment	\$	577,110	\$	577,110
Electronic Upgrades	\$	350,000	\$	350,000
Equipment - Departments	\$	460,588	\$	521,180
Reserves	\$	2,556,338	\$	1,775,368
Total R&R	\$	3,944,036	\$	3,223,658
GRAND TOTAL All Transfers	\$	11,839,022	\$	9,383,910
	\$	-		

Reserves - Proposed Budget FY2022-23 - Beginning July 1

	Unexpended Plant (Commitments)
Land Purchases	\$ 2,697,043
<u>New Construction (University Commitments)</u>	
Science Building	\$ 1,228,579
Fitness & Rec Center	\$ 1,989,012
Athletic Pavilion	\$ 735
Chiller for Innovation Res Hall	\$ 2,300,000
Innovation Res Hall	\$ 1,672,159
Innovation Space	\$ 9,190,000
Campus Signage	\$ 294,459
Athletics Football Stadium	\$ 6,900,000
<u>Capital Maintenance (University Commitments)</u>	
Residence Hall Rvn & Roof	\$ 782,955
Infrastructure & HVAC	\$ 1,051,278
Intermural Field Lighting	\$ 134,318
Tucker Stadium Turf	\$ 108,394
Landscaping	\$ 770,259
ADA Adaptations	\$ 180,000
Waterproof & Ext Repair	\$ 300,000
Foundation Hall Engineering Lab Upgrade	\$ 490,000
Library Carpet and Painting	\$ 586,250
<u>Renovation Projects (University Commitments)</u>	
Roaden Center Rvn	\$ 343,195
Advising Center	\$ 204,928
Eblen Center Rvn	\$ 2,189,779
Baseball Locker Room & Turf/Clubhouse/Batting Cages	\$ 780,000
Crawford Hall Renovation	\$ 150,788
<u>Renovation Student Spaces (Dedicated Fee)</u>	
Facilities Development Fee	\$ 2,184,627
<u>Small Maintenance & Renovation (Department Funded)</u>	\$ 533,913
<u>Other Resources</u>	
Extraordinary Maint	\$ 2,682,358
Regional Consulting Grp	\$ 413,451
Various Academic Building Upgrades	\$ 951,076
Parking & Transportation	\$ 4,795,494
Engineering Master Plan	\$ 2,980
Total Unexpended Plant	\$ 45,908,030
	<u>Renewal and Replacement</u>
Auxiliary - Housing	\$ 11,177,397
Auxiliary - Other	\$ 7,534,940
Computer Center	\$ 4,129,039
Technology Update	\$ 1,804,366
Telecommunication	\$ 721,269
Printing & Photo Srv	\$ 209,776
Motor Pool	\$ 418,121
Online Fee	\$ 1,173,518
ERP Replacement	\$ 6,908,127
Craft Center R&R	\$ 501,093
Departmental R&R	\$ 285,418
RR Strategic Maint	\$ 1,876,798
Anticipated Early Grad	\$ 2,267,972
RR E&G HERFF	\$ 9,386,747
University Reserve	\$ 7,912,241
Total R&R	\$ 56,306,822
GRAND TOTAL All Reserves	\$ 102,214,852

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Tennessee Tech University
Summary Of Unrestricted Current Funds Available And Applied
July Budget 2022-23

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	Actual 2020-21	October Budget 2021-22	Estimated Budget 2021-22	% Change Over Actual	July Budget 2022-23	% Change Over Actual
Unrestricted Current Fund Balances						
at Beginning of Period						
Allocation for Encumbrances	1,643,388	1,497,200	1,497,200	-08.9	0	-100.0
Allocation for Working Capital	4,532,685	4,390,500	4,390,500	-03.1	4,390,500	-03.1
Special Allocations	26,205,416	24,724,900	24,724,900	-05.6	5,545,600	-78.8
Unallocated Balance	291,697	81,800	81,800	-72.0	0	-100.0
Total Unrestricted Current Fund Balances	32,673,186	30,694,400	30,694,400	-06.1	9,936,100	-69.6
Revenues						
Education and General						
Tuition and Fees	99,001,296	99,019,300	100,995,900	02.0	100,785,900	01.8
State Appropriations	61,143,975	64,128,100	64,128,100	04.9	78,863,600	29.0
Federal Grants and Contracts	2,621,298	869,700	1,607,100	-38.7	1,269,700	-51.6
Local Grants and Contracts	1,240	3,200	700	-43.5	200	-83.9
State Grants and Contracts	145,537	59,400	119,400	-18.0	99,400	-31.7
Private Grants and Contracts	78,914	39,100	102,100	29.4	40,000	-49.3
Private Gifts	12,194	0	0	-100.0	0	-100.0
Sales & Services of Educ Activities	1,215,627	872,000	884,600	-27.2	933,700	-23.2
Sales & Services of Other Activities	8,278,930	9,063,900	9,828,100	18.7	9,315,900	12.5
Other Sources	10,034,116	1,267,900	1,199,900	-88.0	1,139,500	-88.6
Total Education and General	182,533,127	175,322,600	178,865,900	-02.0	192,447,900	05.4
Sales & Services of Aux Enterprises						
Sales and Services of Aux Enterprises	19,813,627	18,489,500	18,595,100	-06.1	18,577,600	-06.2
Total Revenues	202,346,754	193,812,100	197,461,000	-02.4	211,025,500	04.3
Expenditures and Transfers						
Education and General						
Instruction	72,271,306	89,399,100	86,171,200	19.2	86,981,400	20.4
Research	2,049,034	4,458,400	5,518,400	169.3	2,750,800	34.2
Public Service	1,998,073	2,486,000	2,568,400	28.5	2,056,600	02.9
Academic Support	12,312,608	14,979,100	16,243,900	31.9	14,308,000	16.2
Student Services	19,833,987	22,767,500	23,490,400	18.4	22,823,600	15.1
Institutional Support	14,174,960	19,308,600	20,766,900	46.5	19,915,000	40.5
Operation & Maintenance of Plant	11,985,224	16,281,900	16,511,400	37.8	16,319,900	36.2
Scholarships & Fellowships	14,575,925	16,309,200	16,514,600	13.3	17,536,300	20.3
Total Education and General	149,201,117	185,989,800	187,785,200	25.9	182,691,600	22.4
Mandatory Transfers for:						
Principal & Interest	3,507,468	3,668,700	3,668,700	04.6	3,668,700	04.6
Renewals & Replacements	0	0	0		0	

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Tennessee Tech University
Summary Of Unrestricted Current Funds Available And Applied
July Budget 2022-23

4.3

	Actual 2020-21	October Budget 2021-22	Estimated Budget 2021-22	% Change Over Actual	July Budget 2022-23	% Change Over Actual
Loan Fund Matching Grant	0	0	0		0	
Total Mandatory Transfers	3,507,468	3,668,700	3,668,700	04.6	3,668,700	04.6
Non-Mandatory Transfers for:						
Transfers to Unexpended Plant Fund	6,356,479	1,831,800	3,599,600	-43.4	1,885,800	-70.3
Transfers to Renewal & Replacements	24,579,546	4,128,500	3,944,000	-84.0	3,223,700	-86.9
Transfers to Other Funds	826,940	568,300	626,800	-24.2	605,800	-26.7
Transfers from Unexpended Plant Fund	0	0	0		0	
Transfers from Renewal & Replacements	0	0	0		0	
Transfers from Other Funds	0	0	0		0	
Total Non-Mandatory Transfers	31,762,965	6,528,600	8,170,400	-74.3	5,715,300	-82.0
Total Education and General	184,471,550	196,187,100	199,624,300	08.2	192,075,600	04.1
Auxiliary Enterprises Expenditures						
Auxiliary Enterprises Expenditures	7,879,740	8,201,800	8,344,400	05.9	8,719,100	10.7
Total Auxiliary Expenditures	7,879,740	8,201,800	8,344,400	05.9	8,719,100	10.7
Mandatory Transfers for:						
Principal & Interest	6,065,443	6,901,000	6,841,000	12.8	6,557,400	08.1
Renewals & Replacements	0	0	0	00.0	0	00.0
Loan Fund Matching Grant	0	0	0	00.0	0	00.0
Total Mandatory Transfers	6,065,443	6,901,000	6,841,000	12.8	6,557,400	08.1
Non-Mandatory Transfers for:						
Transfers to Unexpended Plant Fund	0	0	0	00.0	0	00.0
Transfers to Renewal & Replacements	5,908,775	3,444,200	3,409,600	-42.3	3,354,200	-43.2
Transfers to Other Funds	0	0	0	00.0	0	00.0
Transfers from Unexpended Plant Fund	0	0	0	00.0	0	00.0
Transfers from Renewal & Replacements	0	0	0	00.0	0	00.0
Transfers from Other Funds	0	0	0	00.0	0	00.0
Total Non-Mandatory Transfers	5,908,775	3,444,200	3,409,600	-42.3	3,354,200	-43.2
Total Auxiliary Enterprises	19,853,958	18,547,000	18,595,000	-06.3	18,630,700	-06.2
Total Expenditures And Transfers	204,325,508	214,734,100	218,219,300	06.8	210,706,300	03.1
Other						
Prior Period Adjustments	0	0	0	00.0	0	00.0

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Form I

Page 3
Run Date 03-MAY-2022
Run Time 10:06 AM

Tennessee Tech University
Summary Of Unrestricted Current Funds Available And Applied
July Budget 2022-23

	Actual 2020-21	October Budget 2021-22	Estimated Budget 2021-22	% Change Over Actual	July Budget 2022-23	% Change Over Actual
Other Additions/Deductions	0	0	0	00.0	0	00.0
Total Other	0	0	0	00.0	0	00.0
Unrestricted Current Fund Balances at End of Period						
Allocation for Encumbrances	1,497,233	0	0	-100.0	0	-100.0
Allocation for Working Capital	4,390,489	4,390,500	4,390,500	00.0	4,390,500	00.0
Special Allocations	24,724,917	5,381,900	5,545,600	-77.6	5,864,800	-76.3
Unallocated Balance	81,793	0	0	-100.0	0	-100.0
Total Unrestricted Current Fund Balances	30,694,432	9,772,400	9,936,100	-67.6	10,255,300	-66.6

4.3

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Form I

Page 4
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Tennessee Tech University
Summary Of Unrestricted Current Funds Available And Applied
July Budget 2022-23
* * * Report Control Information * * *
Parameters have been entered via Job Submission.

Parameter Name	Value
Parameter Seq No:	1975401
Chart:	T
Budget Id:	FY2022
Budget Phase 5:	215A
Budget Phase 2:	222R
Budget Phase 3:	223E
Budget Phase 4:	234P
Fund:	
Begin Page Number:	1
Suppress Zero Amounts:	N

4.3

TTU Budget Summary and Budget Analysis Documents

The complete Budget Summary and Budget Analysis documents can be viewed on the Budgeting, Planning, Reporting and Analysis website at:

Direct Link to document – **Summary:**

https://www.tntech.edu/businessoffice/pdf/budget/Budget_Summary_July_22-23.pdf

Direct Link to document – **Analysis:**

https://www.tntech.edu/businessoffice/pdf/budget/Budget_Analysis_Forms_July22-23.pdf

Historical Budget documents (FY2011 through FY2022):

Budget **Summary:** <https://www.tntech.edu/businessoffice/bpra/budgetary-info.php>

Budget **Analysis:** <https://www.tntech.edu/businessoffice/bpra/budgetary-info.php>



The following is the President’s submission to THEC and Finance & Administration. The organizational chart and crosswalk are required to be submitted with each budget cycle to the State of TN. The submission shows any additions, deletions or changes in reporting structure for the university as a whole.



Office of the President

TENNESSEE TECH

May 6, 2022

Submitting on behalf of Tennessee Tech University (TTU) a crosswalk of organizational changes/updates with a proposed implementation date of July 1, 2022, as follows:

Academic Affairs

- Remove Learning Support as a direct report to Library & Learning Assistance

Diversity & Inclusion

- Remove Ethics & Diversity as a direct report to Diversity & Inclusion
- Remove Access & Diversity as a direct report to Diversity & Inclusion
- Add Student, Faculty & Staff Recruitment & Retention to Diversity & Inclusion
- Add Diversity Fundraising Initiative to Diversity & Inclusion
- Add Community Engagement to Diversity & Inclusion
- Add Training & Campus Climate Assessments to Diversity & Inclusion
- Add Diversity Champions to Diversity & Inclusion

Enrollment Management & Career Placement

- Add Enrollment Data & Systems as a direct report to Enrollment Management & Career Placement

Intercollegiate Athletics

- Realign Sports Nutrition as a direct report to Athletic Performance/Strength & Conditioning
- Rename External Relations to External Relations/Facilities/Game Management
- Add Beach Volleyball as a direct report to Women's Sports

Research and Economic Development

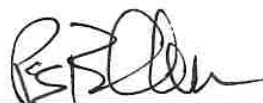
- Add Tennessee Center for Rural Innovation as a direct report to Research & Economic Development

Student Affairs

- Add Health, Wellness, and Well-Being as a direct report to Student Affairs
- Realign Accessible Education Center as a direct report to Health, Wellness, and Well-Being
- Realign Counseling Center as a direct report to Health, Wellness, and Well-Being
- Realign J.J. Oakley Health Services as a direct report to Health, Wellness, and Well-Being
- Realign University Recreation & Fitness Center as a direct report to Health, Wellness, and Well-Being
- Rename Dean of Students to Strategic Initiatives and Dean of Students
- Rename Judicial Affairs to Student Conduct
- Add Assessment, Marketing, & Technology as a direct report to Strategic Initiatives and Dean of Students
- Realign Eagle Card as a direct report to Strategic Initiatives and Dean of Students
- Remove Central Office
- Add Student Engagement as a direct report to Student Affairs
- Realign RUC Services as a direct report to Student Engagement
- Realign Multicultural Affairs as a direct report to Student Engagement
- Add Black Cultural Center as a direct report to Student Engagement
- Rename Greek Life to Fraternity and Sorority Life
- Realign Fraternity and Sorority Life as a direct report to Student Engagement
- Realign Student Activities & Campus Life as a direct report to Student Engagement
- Add Community Engagement/Volunteerism as a direct report to Student Engagement
- Add LGBTQ & Ally Support Services as a direct report to Student Engagement
- Add Off-Campus and Commuter Student Services as a direct report to Student Engagement
- Add SGA as a direct report to Student Engagement
- Rename Residential Life to University Housing and Residential Life
- Realign Service Learning as a direct report to University Housing and Residential Life

University Advancement

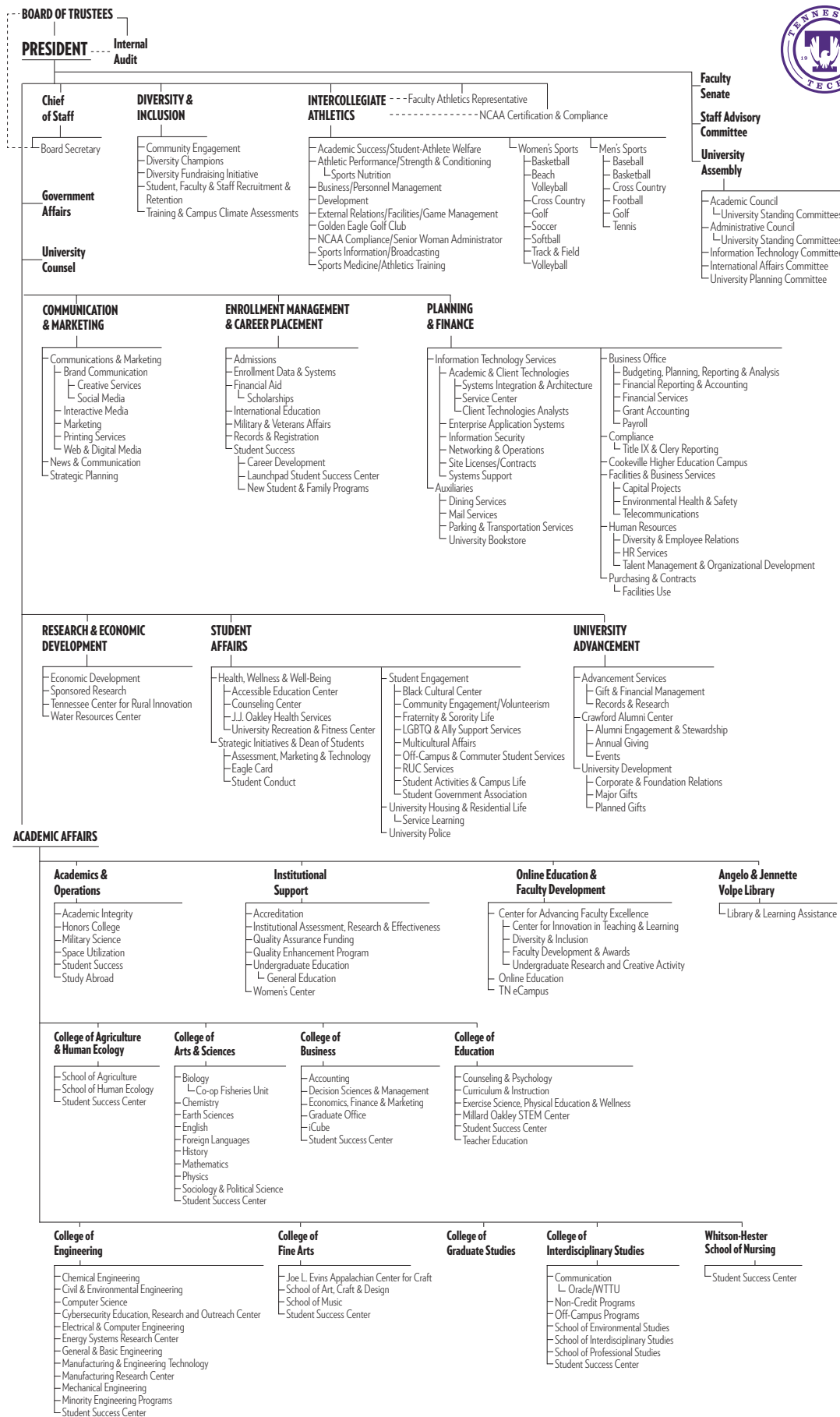
- Remove Financial as a direct report to Advancement Services
- Rename Gift & Pledge Services to Gift & Financial Management



Dr. Philip B. Oldham, President



4.5





Agenda Item Summary

Date: June 23, 2022

Agenda Item: FY2022-23 Disclosed Projects

Review

Action

No action required

PRESENTERS: Claire Stinson, Vice President for Planning & Finance

PURPOSE & KEY POINTS: Review and approval for FY2022-23 Capital Budget Amendment.

Disclosure Projects FY22-23 (Q2) (October 2022 - December 2022)																	
Institution	Project	Disclosure Year (Quarter)	Funding Source	Project Cost	New Sq.Ft.	TSSBA	Gifts	Grants	Auxiliary	Gift-in-Place	Plant Funds	Project Description - Match DB70 Project Description	Notes/Reason for Disclosure	Is this a Redisclosure? Y/N If yes, reason for redisclosure?	If New Construction, is this in the Master Plan? Y/N	Is a program complete Y/N? Is the program outline or detailed program? Who completed the program? (Staff, or name consultant)	Who performed the Cost Estimate for this Disclosure? (Staff, or name consultant)
TTU	Pavement Repairs	Q2 22-23	Plant Funds (Non-Aux)	\$500,000							\$ 500,000	Asphalt paving repair of selected streets and parking lots campus wide including milling, demolition, excavation, stone base, fine grading, concrete curbs, parking bumpers, and asphalt markings.	Repair failing pavement	NO	Project Is Not New Construction		
TTU	New Hall North Roof Replacement	Q2 22-23	Plant Funds (Aux)	\$ 750,000					\$ 750,000			Replace the shingles on New Hall North	Repair failing roof shingles	NO	Project Is Not New Construction		

5.2



Agenda Item Summary

Date: June 23, 2022

Agenda Item: Capital Budget FY2023-24

Review

Action

No action required

PRESENTERS: Dr. Claire Stinson, Vice President for Planning & Finance

PURPOSE & KEY POINTS: Review and approval for the FY2023-24 capital budget requests.

Requests for FY2023-24 State funding for capital maintenance projects are due to THEC by July 29, 2022 and capital outlay are due to THEC by August 26, 2022. Each LGI is allowed to submit only one capital outlay project for funding consideration for FY2023-24. Additionally, THEC has requested each institution submit projects for four planning years through FY2027-28. THEC's funding target for capital maintenance projects for FY2022-23 is \$225,000,000. TTU's portion of these dollars is \$12,126,000. We are also submitting four out-years of capital maintenance projects through FY2027-28 as instructed by THEC.

CAPITAL OUTLAY REQUEST FY 2023-24 thru 2027-28

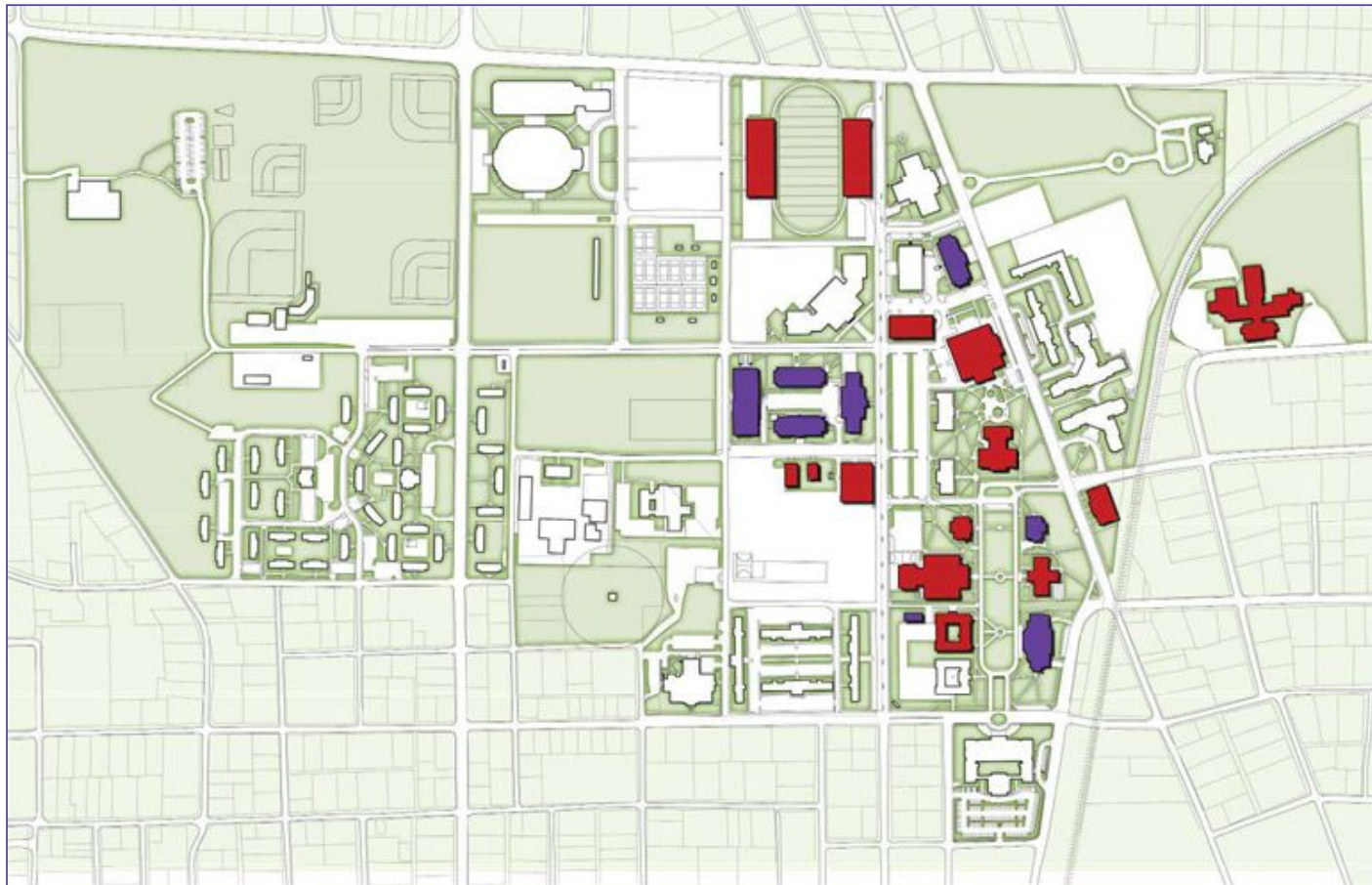
FY	Priority	Institution	Project Name	Project Description**	Project Type	New Square Footage	Reno. Or Replaced SF	A	B	C = B / A	D = A - B
								Project Cost	Committed External Funds	Percent Match*	State Funds Request
2023-24	1	TTU	Academic Classroom Building	Demolish Matthews/Daniel Hall. Construct new academic classroom building on same site. Renovate the adjacent Crawford Hall and connect to the new building.	New Construction	21,700	42,042	\$55,390,000	\$3,522,804	6%	\$51,867,196
2023-24	2									0%	\$0
2023-24	3									0%	\$0

** Provide a duplicate of the Project Description from the DB70 sheet. Additional brief summary comments may be added for support justification.

Out-Years

FY	Priority	Institution	Project Name	Project Description	Project Type	New Square Footage	Reno. Or Replaced SF	Project Cost	Committed External Funds	Percent Match	State Funds Request
2024-25	1	TTU	Renovate Prescott and Brown Halls	Complete renovation of Prescott and Brown Halls.	Major Renovation		166,956	\$55,000,000	\$2,200,000	4%	\$52,800,000
2024-25	2									0%	\$0
2024-25	3									0%	\$0
										0%	\$0
2025-26	1	TTU	Biology Building	Construct a new facility for the Biology department.	New Construction	93,785		\$72,000,000	\$5,760,000	8%	\$66,240,000
2025-26	2									0%	\$0
2025-26	3									0%	\$0
										0%	\$0
2026-27	1	TTU	New Engineering Building	Construct a new building for engineering and interdisciplinary studies with a focus on environmental engineering.	New Construction	100,000		\$75,000,000	\$6,000,000	8%	\$69,000,000
2026-27	2									0%	\$0
2026-27	3									0%	\$0
										0%	\$0
2027-28	1	TTU	Memorial Gym Renovation	Complete renovation of Memorial Gym.	Major Renovation		87,181	\$39,700,000	\$1,588,000	4%	\$38,112,000
2027-28	2										
2027-28	3									0%	\$0

6.2



BUILDING ASSESSMENT

Attached within the Appendix is the current Facilities Survey itemizing the ratings of the physical condition of each academic building on the campus. Typically, an overall rating below 70 indicates a building in need of significant renovation or consideration for removal and replacement. The diagram to the left indicates each of the academic and core campus buildings with a score below 70. Non Educational and Core buildings such as Athletic and Housing are not included in this assessment. As this includes the majority of the campus buildings, it represents a staggering and nonviable prospect for replacement. Many of the buildings with ratings in the 60's were reviewed as a separate Six Building Assessment study during the 2010 Update process (available as a separate document) and are part of an ongoing comprehensive incremental renovation and maintenance program. Therefore, the buildings with an overall rating below 60 have been highlighted in red to bring a focus to those in the most need.

Of the thirteen buildings with a rating below 60, the lowest rated buildings, Matthews, Daniels and the East Stadium Lab spaces should be considered for immediate replacement. Foster Hall is scheduled for demolition after the new Science building and Pennebaker renovations are completed. Foundation Hall's use a flex space should not deter it's future as providing parking. Lewis Hall, the Foundry and the Old Maintenance are considered as place holders for academic expansion along the new Science Quad. The most challenging opportunities will be the repurposing or replacement of Jere Whitson and the Health and PE Building. As keynote buildings, The University Center and Derryberry Hall should be significantly renovated.

CAPITAL IMPROVEMENTS

The proposed Capital Improvements are based upon the needs of the University to serve the academic functions. The projects include new construction to address current shortfalls in space per the THEC Guidelines as well as the projected shortfalls as the University grows. The proposed projects also include renovations to upgrade existing facilities as well as the elimination and replacement of antiquated space. The projects are listed in order of priority at the time of this writing. The established priorities are likely to shift over time as needs evolve and funding is available. The list, however, does provide a chronological path for the sequencing of projects for an efficient implementation that minimizes temporary measures to accommodate the refurbishment and growth of the campus.

1. Johnson Hall Renovation

The Johnson Hall renovation will continue the effort to methodically renovate the older buildings on campus updating program spaces as needed while upgrading and replacing building systems that are well past their expected operational life. Since upstream campus infrastructure systems run through and immediately adjacent to Foster Hall, located next door to Johnson Hall, it is recommended that the Foster Hall Demolition be incorporated as part of this project. Combining these initiatives will provide the most efficient and cost-effective process while limiting the intermediate accommodations required to maintain the downstream buildings (Johnson and Pennebaker) in operation while the Foster Hall demolition process is underway.

2. New Engineering Building #1

Due to the overwhelming need for engineering space and the condition of the existing spaces, a new engineering building is proposed. The building is proposed to accommodate Advanced Construction and Manufacturing program providing the consolidation of the shops and materials testing for the college. It will also provide for the relocation of the Advanced Manufacturing department and the Foundry. This will allow for the demolition of Lewis Hall and the Foundry to clear their location for future development. Likewise, with the consolidation of the shops, the new building will open space within Prescott, Brown and Clement Halls for renovation.

3. Academic Classroom Building

The Academic Classroom Building will replace the Matthews and Daniel Halls which are among the lowest ranked buildings according to the PFI scores. This initiative will demolish the two linked buildings and replace them with a similar amount of square footage in the same location. The project will also connect to the adjoining Crawford Hall building. Crawford Hall is currently a residence hall which is envisioned to be renovated to provide faculty offices, academic support spaces, and student collaboration space.

4. Brown Hall Renovation

The Brown Hall renovation is envisioned to be the first in a series of Engineering Quad Renovations. It is recommended that the Engineering Quad buildings (other than Bruner Hall which completed its renovation in 2021) be combined as a multi-phased

* Excerpt from Master Plan approved by Board of Trustees March 2022*



Figure 3.8 Bell Hall courtyard

CAPITAL IMPROVEMENTS

project. This will continue the effort to methodically renovate the older buildings and provide for programmatic refinements as well as systems upgrades. Even with the current new Ashraf Islam Engineering Building, the engineering program will still represent the greatest space need on campus. Refer to the Appendix for a comprehensive master plan for the engineering program.

5. Prescott Hall Renovation

The Prescott Renovation is proposed as the second of the multi-phased engineering quad upgrades. As the largest of the Derryberry Era buildings in need of programmatic and systems upgrades, the Prescott renovation will require considerable temporary space to accomplish these improvements. This will likely involve utilizing most of the Foundation Hall Building as swing space, as other building renovations have done, as well as utilizing portions of the Laboratory Science Commons building to accommodate the fume hood needs of specific programs. However, the optimal phasing allows the Chemical Engineering department to move into a renovated Brown Hall as envisioned by the Engineering Master Plan.

6. Memorial Gym Renovation

While still functional, the ninety-two year old gym building is in need of renovation to improve the programmatic utilization of the space as well as update the building systems. The renovations will include the development of the adjacent parking lot as a campus quadrangle outdoor space.

7. New Engineering Building #2

To address more of the outstanding current space need, a second new engineering building is proposed. The building will combine certain aspects of the engineering and interdisciplinary studies programs to develop an emphasis on Environmental Engineering. The location in the southwest quadrant of the Engineering and Laboratory Science district will provide a synergy with civil engineering, biology, chemistry and earth science for the environmental programs. The project will include the demolition of the existing Southwest Hall on the building site as well as the relocation of the university's Child Development Lab to the Foundation Hall area of the campus.

8. Biology Building

The remainder of the Biology Department is proposed to be relocated from Pennebaker Hall to the north side of the Laboratory Science Quadrangle. This will allow these programs to be located in the vicinity of the Micro and Molecular Biology programs at the Laboratory Science Commons and further define the Science Quadrangle. As part of the project, it is proposed that the Art Program be relocated from the north end of Foundation Hall to a renovated Pennebaker Hall. This will accomplish the needed Pennebaker systems replacement as well as provide a permanent space for Art. Therefore, the Art program will be adjacent to Bryan Fine Arts and the remaining programs within the School of Fine Arts. The initiative is also proposed to include the demolition of the

north end of Foundation Hall which is separated from the remainder of the building where the Art program has been housed. This will allow the development of parking at the area of the demolition.

9. Physics Building

To provide space within Bruner Hall for the Computer Science program to expand, a new Physics building is proposed to the east of the new Stonecipher Lecture Hall. This will provide a third building to complete the definition of the proposed Science Quadrangle. The project will allow for all three of the programs currently in Bruner Hall to address their growing space needs.

10. Clement Hall Renovation

The Clement Hall renovation will be the last of the phased engineering quad renovations. It will continue the effort to methodically renovate the older buildings on campus, updating program spaces as needed while upgrading and replacing building systems that are well past their expected operational life. As described in the Engineering Master Plan (see Appendix), Clement Hall is envisioned to progressively evolve to become a Math Building as well as maintain its current function as the campus Data Center, and home of Information Technology Services.

11. Academic Wellness Center Renovation

This renovation is proposed to convert the former student recreation building into an academic building. The renovation will include programmatic as well as building systems upgrades. The existing pool is

proposed to be infilled. The building will be renovated to provide program space for the growing Exercise Science, Physical Education and Wellness program.

12. Bell Hall Expansion

The Bell Hall Expansion will provide additional academic space for the expansion of the Nursing program with the addition of post graduate programs.

13. Volpe Library Renovation

The Library renovation will provide programmatic as well as building systems upgrades.

14. Bryan Fine Arts Renovation and Addition

The renovation and addition will provide programmatic as well as building systems upgrades.

15. Oakley Hall Expansion

The addition will provide added space for the anticipated growth in the School of Agriculture and Human Ecology.

16. New Engineering Building #3

Another new engineering building will complete the engineering master plan and provide space to fulfill the needs of the college. The building is envisioned to connect the engineering buildings within the new southwest Engineering Quadrangle. (see the Engineering Master Plan in the Appendix).



Figure 3.9 Capital Improvement Projects

CAPITAL IMPROVEMENT PROJECTS

#	PROJECT	NEW	RENOVATION	STORIES	AREA (SF)
1	JOHNSON HALL RENOVATION	X	X	4	68,171
1a	FOSTER DEMOLITION				60,743
2	NEW ENGINEERING BUILDING #1	X		3	80,000
3	ACADEMIC CLASSROOM BLDG/ CRAWFORD RENOVATION	X	X	2-3	63,755
3a	MATTHEWS/DANIEL DEMOLITION				43,555
4	BROWN HALL RENOVATION		X	4	55,001
5	PRESCOTT HALL RENOVATION		X	5	111,955
6	MEMORIAL GYM RENOVATION		X		87,181
7	NEW ENGINEERING BUILDING #2	X		3	100,000
7a	SOUTHWEST HALL DEMOLITION				23,500
8	BIOLOGY BUILDING	X		3	93,785
8a	PENNEBAKER HALL RENOVATION		X	4	59,679
8b	PARTIAL FOUNDATION HALL DEMOLITION				
9	PHYSICS BUILDING	X		3	38,378
10	CLEMENT HALL RENOVATION		X	4	62,887
11	ACADEMIC WELLNESS CENTER RENOVATION		X	2	77,895
12	BELL HALL EXPANSION	X		3	27,635
13	VOLPE LIBRARY RENOVATION		X	3	132,645
14a	BRYAN FINE ARTS RENOVATION		X	3	55,110
14b	BRYAN FINE ARTS ADDITION	X		2	60,965
15	OAKLEY HALL EXPANSION	X		2	38,922
16	NEW ENGINEERING BUILDING #3	X		3	90,000
17	JOHNSON HALL EXPANSION	X		4	25,000

LEGEND

- CAPITAL IMPROVEMENT NEW CONST.
- CAPITAL IMPROVEMENT RENO.
- ON-GOING PROJECT

CAPITAL IMPROVEMENT PROJECTS

CAPITAL PROJECTS (through 12,000 Student Campus Space Needs)



Capital Maintenance Request: FY2023-24

Governing Board: **Tennessee Tech**

2023-24

Maintenance

Allocation: **\$12,126,000** Total costs must fall within allocation.

Fiscal Year	Priority*	Institution	Project	Project Cost	Project Description
2023-24		1 TTU	Roaden University Center HVAC Upgrades	\$ 1,100,000	Replace air handlers 1 and 3, and the air handler serving Which Wich. Clean the coils and ductwork on air handler 2.
2023-24		2 TTU	Elevator Upgrades	\$ 943,381	Upgrades will be made to several elevators on campus. Upgrades will include, but not be limited to, door restrictors, cylinder replacements, power unit upgrades, controls and cab refurbishments for safer operability.
2023-24		3 TTU	Intramural Field Lighting Replacement	\$ 2,000,000	Complete replacement of the Intramural Field Lighting.
2023-24		4 TTU	Utility Infrastructure Upgrades	\$ 2,430,000	Replace underground utilities including steam, chilled water, domestic water, sanitary and storm sewer, telecom, ITS, gas and electric. Phase 1 will be steam line replacements either side of Dixie Avenue from the steam plant north to B Street, creating a new loop that will allow us to abandon steam lines currently under Centennial Plaza.
2023-24		5 TTU	Roof Replacements	\$ 500,000	Replace the roofs on Bell Hall and Ray Morris Hall.
2023-24		6 TTU	Foundation Hall Upgrades 1.1	\$ 3,610,000	Electrical service upgrade, main mechanical room upgrade (Boiler, pumps, piping). Front building upgrade for MEP.
2023-24		7 TTU	Bryan Fine Arts Building Exterior Repairs	\$ 1,200,000	Provide exterior masonry repairs, including the north patio and the retaining wall along Peachtree Street.
2023-24		8 TTU	University Services Building Mechanical Upgrades	\$ 886,000	Replace the air handler, VAV boxes and piping.
2023-24		9 TTU	Foundation Hall Upgrades 1.2	\$ 3,500,000	Lighting, finishes, reconfigurations for front end of building.
Total Project Cost				\$ 16,169,381	

* Requests are not limited to 10. Insert more rows if there are more projects to recommend.

Capital Maintenance Out-Years: FY 2024-25 through 2027-28

Fiscal Year	Priority	Institution	Project	Project Cost	Project Description
2024-25		1	Foundation Hall Upgrades	\$ 6,000,000	Replace building systems and provide related space upgrades.
2024-25		2	Derryberry Hall Upgrades	\$ 8,700,000	Replace building systems and provide related space upgrades.
2024-25		3	Campus-Wide Building Controls Upgrades PH 2 - \$2M	\$ 2,000,000	Upgrade pneumatic controls to digital controls on several buildings, including replacement of devices and equipment required to complete digital control of the HVAC systems.
2024-25		4	Elevator Upgrades	\$ 2,000,000	Upgrades will be made to several elevators on campus. Upgrades will include, but not be limited to, door restrictors, cylinder replacements, power unit upgrades, controls and cab refurbishments for safer operability.
2024-25		5	Boiler Replacement	\$ 2,000,000	Replace Boiler/Requires Building Addition at University Services Building
2024-25		6	Steam Plant Improvements	\$ 1,750,000	Provide upgrades to steam plant equipment, remove obsolete coal and ash handling equipment, reconfigure and re-route ductwork feeding abandoned baghouse
2024-25		2 TTU	Hyder-Burks Arena Air Conditioning	\$ 640,000	Provide air conditioning for the arena and arena support spaces.
2024-25		3 TTU	Hyder-Burks Sound System Replacement	\$ 250,000	Replace the sound system in the Hyder-Burks arena.
2024-25		9			
2024-25		10			

6.3



Agenda Item Summary

7.1

Date: June 23, 2022

Agenda Item: Land Acquisition

Review

Action

No action required

PRESENTERS: Dr. Claire Stinson, Vice President for Planning & Finance

PURPOSE & KEY POINTS:

The University is asking Board approval to purchase from the TTU Foundation the Coomer property at the lesser of its current appraised value or \$425,000. The Coomer property is located in an area identified as high priority acquisition in the 2014 Master Plan Update – Acquisition Plan. The property will be combined with previously acquired adjacent properties for the purpose of building a proposed Facilities Services Complex.

The Coomer Property consists of two parcels:

1. 520 E. Eleventh Street
2. 1108 N. Washington Avenue

At the request of the University, the TTU Foundation acquired these two parcels for \$425,000, with the understanding that the property would be transferred to the University at the earliest practicable time. The Foundation Board provided the support to the university knowing the university can only reimburse the Foundation for the current appraised value at the time of the transfer, or the original purchase amount, whichever is less.

Putnam County - Parcel: 040N A 012.00

7.2



Date: April 8, 2020
County: Putnam
Owner: COOMER FLOYD
Address: WASHINGTON AVENUE N 1108
Parcel Number: 040N A 012.00
Deeded Acreage: 0
Calculated Acreage: 0
Date of Imagery: 2018

Esri, HERE, Garmin, (c) OpenStreetMap contributors
TN Comptroller - OLG
TDOT
State of Tennessee, Comptroller of the Treasury, Office of Local Government
(OLG)

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Putnam County - Parcel: 040N A 010.00

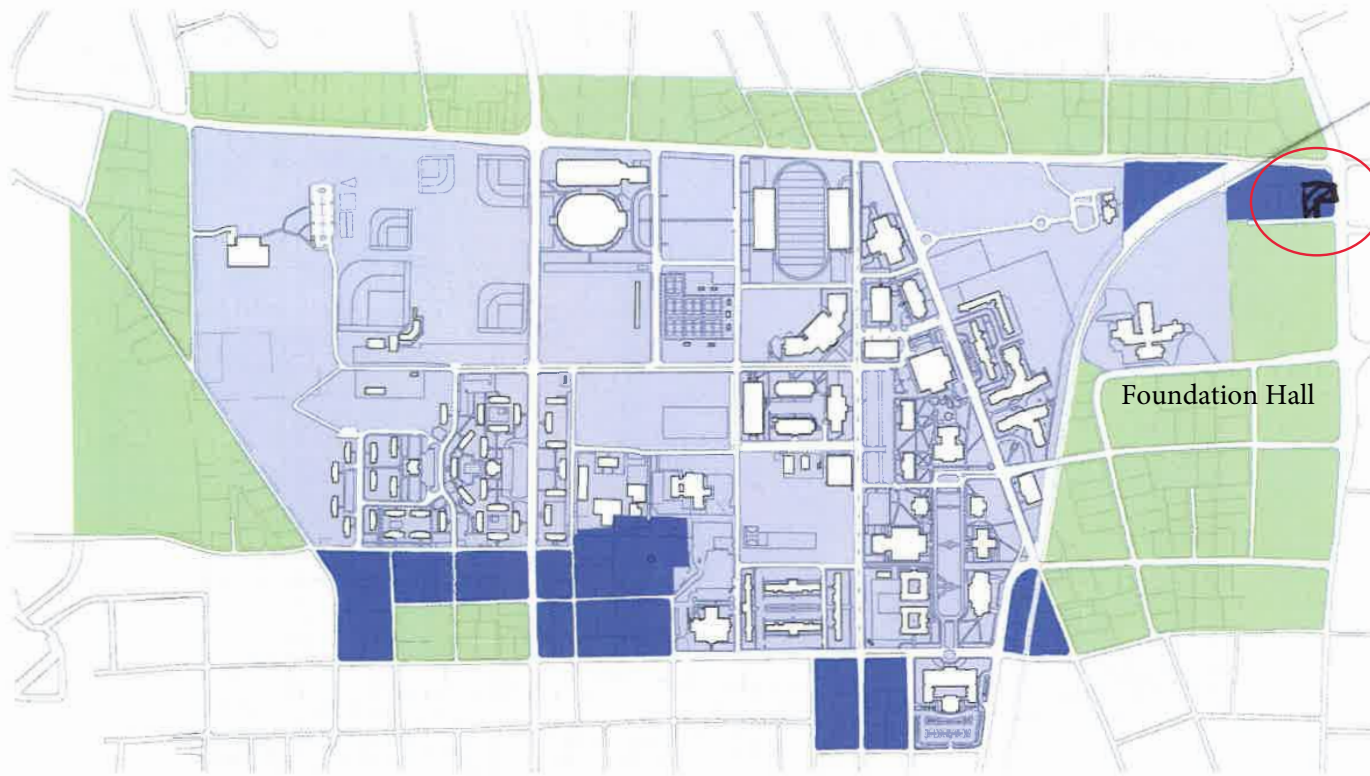
7.2



Date: April 8, 2020
County: Putnam
Owner: COOMER LEWIS
Address: ELEVENTH STREET EAST 520
Parcel Number: 040N A 010.00
Deeded Acreage: 0
Calculated Acreage: 0
Date of Imagery: 2018

Esri, HERE, Garmin, (c) OpenStreetMap contributors
TN Comptroller - OLG
TDOT
State of Tennessee, Comptroller of the Treasury, Office of Local Government
(OLG)

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.



ACQUISITION PLAN

The Acquisition Plan has been updated to reflect the current status of campus expansion opportunities. The former Prescott Middle school site was purchased by the TTU Foundation and is serving as a flex surge space as various building are renovated as well as a parking resource. The top priority remains the parcels in the northeast corner of Seventh and Willow as the site for the anticipated Intramural Recreation building. The property at the south end of Peachtree across Seventh has been added to provide for more area adjacent to the core of the campus.

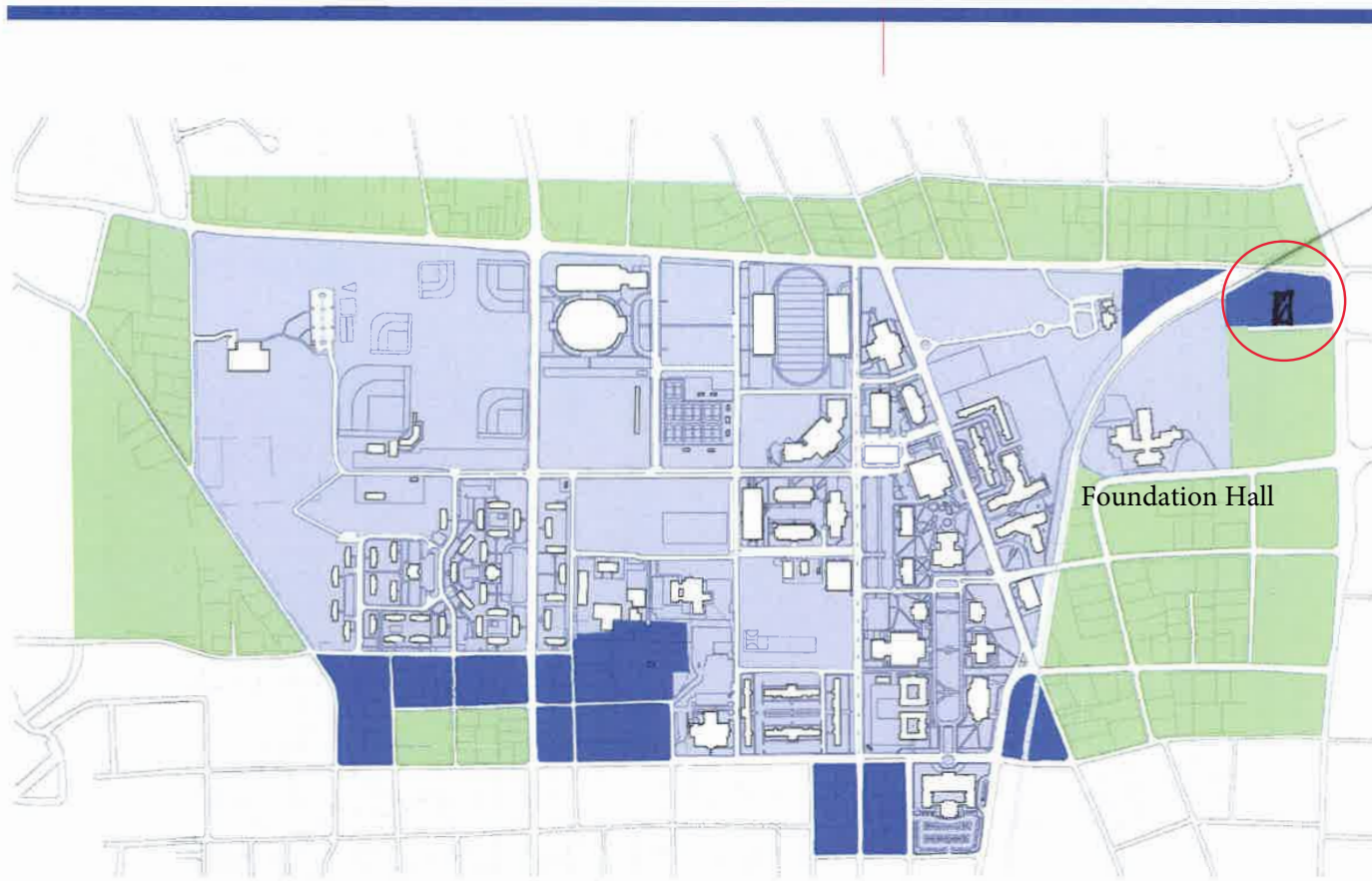
The property at the northwest corner of Seventh and Willow has been purchased and is being developed into multi-family housing with a greater density than the small single family houses previously on the site. The property surrounding this area remains a priority for the potential to expand the campus and specifically for the Facilities and Maintenance Operations.

Potential off-site acquisitions, not shown on the immediate campus plan, that should be considered include:

1. Golf course
2. Area for the Facilities and Maintenance operations
3. Track and Soccer field relocation
4. Office Space

- Existing Campus Property
- High Priority Acquisition Area
- Long Range and Opportunistic Areas

7.3



ACQUISITION PLAN

The Acquisition Plan has been updated to reflect the current status of campus expansion opportunities. The former Prescott Middle school site was purchased by the TTU Foundation and is serving as a flex surge space as various building are renovated as well as a parking resource. The top priority remains the parcels in the northeast corner of Seventh and Willow as the site for the anticipated Intramural Recreation building. The property at the south end of Peachtree across Seventh has been added to provide for more area adjacent to the core of the campus.

The property at the northwest corner of Seventh and Willow has been purchased and is being developed into multi-family housing with a greater density than the small single family houses previously on the site. The property surrounding this area remains a priority for the potential to expand the campus and specifically for the Facilities and Maintenance Operations.

Potential off-site acquisitions, not shown on the immediate campus plan, that should be considered include:

1. Golf course
2. Area for the Facilities and Maintenance operations
3. Track and Soccer field relocation
4. Office Space

- Existing Campus Property
- High Priority Acquisition Area
- Long Range and Opportunistic Areas

7.3



Agenda Item Summary

8.1

Date: June 23, 2022

Agenda Item: Craft Center Lease

Review

Action

No action required

PRESENTERS: Dr. Claire Stinson, Vice President for Planning & Finance

PURPOSE & KEY POINTS: Recommending approval of lease renewal for Joe L. Evins Center for Craft.

The University entered into a 25-year lease with the U.S. Government, Department of the Army for operation of the Joe L. Evins Center for Craft on December 1, 1995. This lease expired on November 30, 2020; however, due to COVID issues, the Department of Army was not able to process a renewal of the lease until recently. The proposed renewal lease is essentially the same as the expired lease. The renewal is for 25-years expiring November 29, 2045. The University's obligations under this lease include the operations and maintenance of the Craft Center facilities and the grounds surrounding the facility. The lease requires an annual Use and Development Plan to be agreed upon between the parties. The State appropriations to be received by the University for FY2022-23 includes \$2.8 million for upgrades to the Craft Center facilities. These funds more than cover the University's commitment for the first 5 years of the lease.

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DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
CENTER HILL DAM AND RESERVOIR
DEKALB COUNTY, TENNESSEE

8.2

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and the ~~Tennessee Board of Regents~~, Tennessee Technological University, hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibit "A"**, attached hereto and made a part hereof, hereinafter referred to as the Premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said Premises are hereby leased for a term of twenty-five (25) years, beginning November 30, 2020 and ending November 29, 2045.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this lease shall be addressed, if to the Lessee, to the ~~Tennessee Board of Regents~~, **Tennessee Technological University** 1 William L Jones Dr. Cookeville, TN 38505; and if to the United States, to the Real Estate Contracting Officer, Attention: Chief, Real Estate Division, ATTN: Chief, Real Estate Division, 110 9th Avenue South, Nashville, Tennessee 37203; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

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4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sub-lessees, assignees, transferees, successors and their duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as **Exhibit "C"** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sub-lessees. No later than December 15th of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

- a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sub-lessees.
- b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.
- c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.
- d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased Premises.
- e. Budget of the Lessee for carrying out all activities for the upcoming year.
- f. Personnel to be used in the management of the leased Premises.
- g. Annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.
- h. The use and occupation of the Premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer. During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the

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existing project Master Plan affecting the Premises and the Lessee may provide comments.

6. STRUCTURE ANDEQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the Premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the Premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Real Estate Contracting Officer. The Real Estate Contracting Officer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the Premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disability Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the

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Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third-party activities have been approved by the Real Estate Contracting Officer. The Lessee will not allow any third-party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

8.2

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease nor sublet the Premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the Premises. The Lessee will not subdivide nor develop the Premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the Premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the Premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the Premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Real Estate Contracting Officer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the Real Estate Contracting Officer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Real Estate Contracting Officer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the

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Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Real Estate Contracting Officer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Real Estate Contracting Officer, or at the election of the Real Estate Contracting Officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Real Estate Contracting Officer.

8.2

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the Premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Real Estate Contracting Officer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$250,000, whichever is greater, for

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any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies, or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The Real Estate Contracting Officer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the Premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the Premises, remove the property of the Lessee, and restore the Premises to a condition satisfactory to the Real Estate Contracting Officer. If, however, this lease is revoked, the Lessee shall vacate the Premises, remove said property therefrom, and restore the Premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the Premises, then, at the option of the Real Estate Contracting Officer, said property shall either become the property of the United States without compensation therefor, or the Real Estate Contracting Officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the Premises.

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18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased Premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees' and assignees.

19. SUBJECT TO EASEMENTS

This lease is subject to alleexisting easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at alltimes with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Real Estate Contracting Officer. This lease may be revoked in the event that the Lessee

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violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the Premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the Premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

8.2

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on **NOTICES**.

22. HEALTH AND SAFETY

a. The Lessee shall keep the Premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the Premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, upon discovery of any hazardous conditions on the Premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the Premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the Real Estate Contracting Officer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the Premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the Premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the Premises or permit them to be used for any illegal business or purpose. There shall not

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be conducted on or permitted upon the Premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Real Estate Contracting Officer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the Premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 1701-1709) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

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c.

(1) A Claim by the Lessee shall be made in writing and submitted to the Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Real Estate Contracting Officer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that-

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by -

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the Real Estate Contracting Officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the Real Estate Contracting Officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Real Estate Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Real Estate Contracting Officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Real Estate Contracting Officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the

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rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Real Estate Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the Real Estate Contracting Officer.

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27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

28. PRELIMINARY ASSESSEMENT SCREENING

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **Exhibit "D"**. Upon expiration, revocation or relinquishment of this lease another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

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29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the Real Estate Contracting Officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Real Estate Contracting Officer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the Premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the Premises for security purposes, if authorized by the Real Estate Contracting Officer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be

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admitted to any share or part of this lease or to any benefits to arise therefrom. However nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

35. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

36. EXECUTIVE ORDER 13658

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions.

a. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Orders beginning January 1 of the

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following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR Part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR Part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of

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the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1) The contractor shall made and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representative of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR Part 10 and this contract, and in the cause of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

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(4) The contractor shall permit authorized representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash

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wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR Part 10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

l. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

m. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities,

8.2

LEASE NO. DACW62-1-21-0312

losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees .

37. EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

(a) Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

(b) Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause,

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including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained **as a** direct result of the violation, and liquidated damages.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) Record keeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (v) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;

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- period;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
 - (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
 - (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.S(e), including copies of any certification or documentation provided by an employee;
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
 - (xiii) The relevant covered contract;
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and;
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

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(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(i)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41CFR60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(i)(iv) (as described in 29 CFR 13.5(e)(i)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's record keeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair

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Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13 706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13 706 and 29 CFR part 13;

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(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CPR part 13, or this clause.

(l) Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

38. SUCCESSION

This lease supersedes and is in lieu of Department of the Army Lease No. DACW62-1-96-0240.

THE REMAINDER OF THIS PAGES WAS LEFT INTENIONALL Y BLANK

LEASE NO. DACW62-1-21-0312

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, 202__.

Michael T. Abernathy
District Chief of Real Estate
Real Estate Contracting Officer

8.2

ACKNOWLEDGMENT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

SS

On this _____ day of _____, 202__, before me the undersigned Notary Public, personally appeared, Michael T. Abernathy, Chief, Real Estate Division, Real Estate Contracting Officer, U.S. Army Corps of Engineers, Nashville District, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

LEASE NO. DACW62-1-21-0312

THIS LEASE is also executed by the Lessee this ____ day of _____ - 202__.

Philip Oldham, President
Tennessee Technological University

8.2

ACKNOWLEDGMENT

STATE OF _____: **ss**

COUNTY OF _____

On this ____ day of _____, 202__, before me the undersigned Notary Public, personally appeared _____, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

LEASE NO. DACW62-1-21-0312

CORPORATE CERTIFICATE

I, Philip Oldham certify that I am the President of the **Tennessee Technological University**; that Philip Oldham who signed the foregoing instrument on behalf of the university was then President of the University. I further certify that the said officer was acting within the scope of the powers delegated to his officer by the governing body of the university in executing said instrument.

8.2

Date _____

Corporate Secretary or other appropriate officer
(Excluding the officer executing the instrument)

{Corporate Seal}

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THIS INSTRUMENT PREPARED BY:

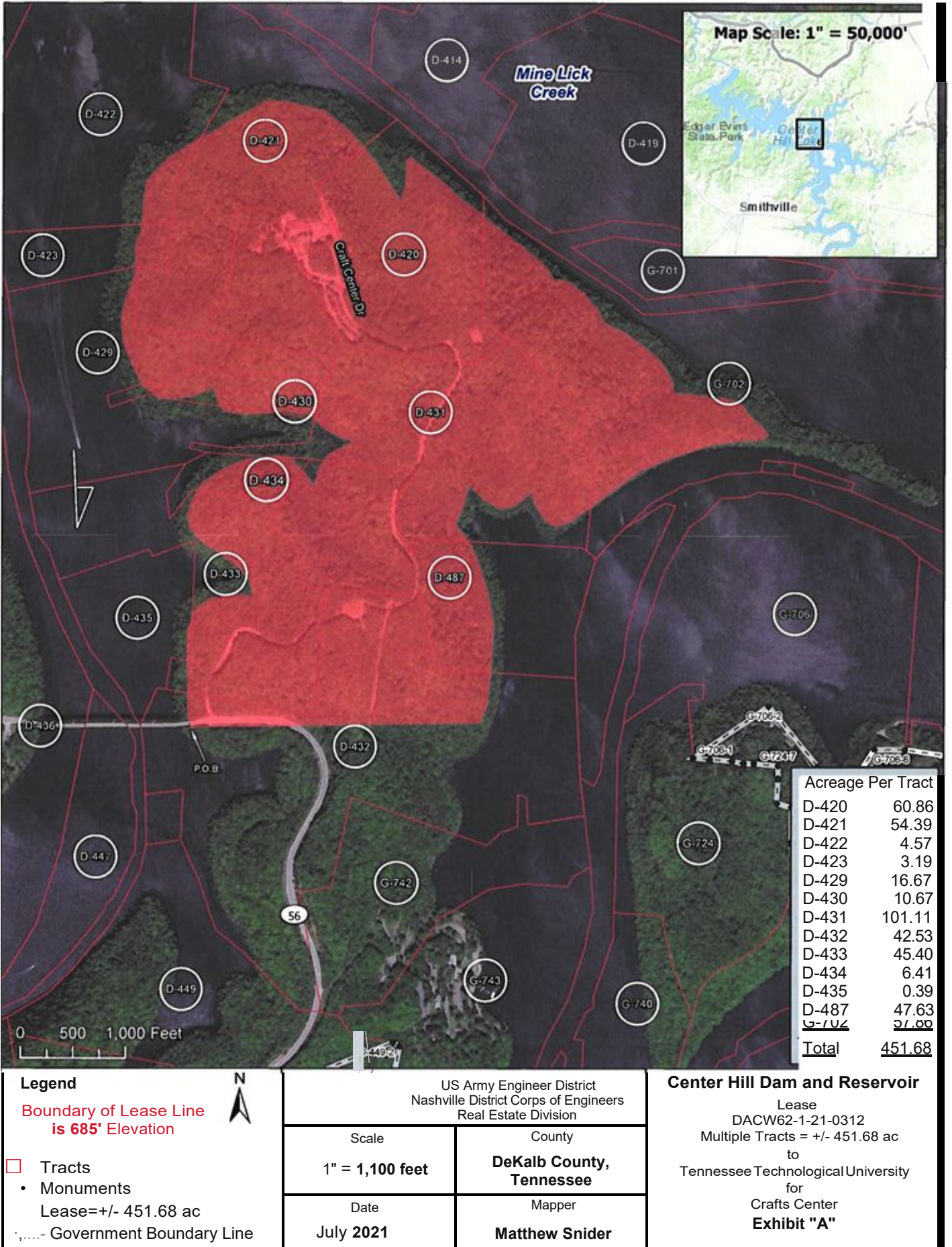
Tony Bryson, Realty Specialist
U.S. Army Corps of Engineers
110 9th Avenue South, Room A-405
Nashville, Tennessee 37203

REVIEWED FOR LEGAL SUFFICIENCY BY:



Sanja Bogdanovic
Assistant District Counsel
615-736-7997

8.2



Acreage Per Tract	
D-420	60.86
D-421	54.39
D-422	4.57
D-423	3.19
D-429	16.67
D-430	10.67
D-431	101.11
D-432	42.53
D-433	45.40
D-434	6.41
D-435	0.39
D-487	47.63
G-703	27.00
Total	451.68

Legend

Boundary of Lease Line is 685' Elevation

□ Tracts

• Monuments

Lease +/- 451.68 ac

--- Government Boundary Line

US Army Engineer District Nashville District Corps of Engineers Real Estate Division	
Scale	County
1" = 1,100 feet	DeKalb County, Tennessee
Date	Mapper
July 2021	Matthew Snider

Center Hill Dam and Reservoir

Lease
DACW62-1-21-0312
Multiple Tracts = +/- 451.68 ac
to
Tennessee Technological University
for
Crafts Center
Exhibit "A"

8.2

Lease DACW62-1-21-0312
To the Joe L. Evins Appalachian Center for Crafts for Crafts Center
Center Hill Dam and Reservoir
DeKalb County, Tennessee
Exhibit "B"

OWNER: U.S. Government, U.S. Army Corps of Engineers

451.68 ac

A tract of land located in the State of Tennessee, County of DeKalb, City of Smithville, located southwest of Cookeville, North of State Highway 56, on Craft Center Drive, along the waters of Mine Lick Creek of Center Hill Lake, USA Government owned property at the following location:

Commencing from a point approximately N 33°09' 17" W 3,557.78 feet from USA Monument 0-449-2 with the approximate coordinates N: 617,232.71, E: 2,044,714.77;

Thence following the meanders of the 685' Elevation (MSL), said elevation being the Lease Line, approximately 26,060 feet to a point;

Thence S 89°00'25" W 2,766.76 feet to the point of beginning, containing 451.68 ac, more or less;

The parcel described contains a portion of USA Government owned tracts 0-420, 0-421, 0-422, D-423, 0-429, 0-430, 0-431, 0-432, 0-433, 0-434, 0-435, D-487, and G-702. The Government boundary line in the foregoing description is based on survey sheet D and G for Center Hill Dam and Reservoir performed in 1951 . The Lease line of the foregoing description is based on information provided on Exhibit "A" of the Lease document that is depicted using Survey, Geographic Information Systems technology and NAO 1983 Tennessee State Plane Coordinates. It is the intention of the foregoing description to include all public property managed by the Corps of Engineers that is included in the Lease granted to the Joe L. Evins Appalachian Center for Crafts for Crafts Center.

8.2

Exhibit "B"

Tennessee Tech University

Joe L. Evins Appalachian Center for Crafts

Use & Development Plan

8.2

Year 1 Development and Use (2020):	Cost Estimates:
• Trim Trees at overlook to provide better lake view.	\$2,000
• Maintenance/repair of guard-rail along road.	\$1,500
• Trim area around picnic area to accommodate outside dining.	\$500
• Maintain and improve existing trail system.	\$1,000
• Replace and repair sections of roadside guardrail damaged by Fallen trees.	\$1,500
• Replace aging appliances in housing: AC units and refrigeration.	\$9,000
• Replace roofing on studio buildings.	\$1,500,000
• Conduct commercial grade cleaning and repair of kitchen/cafe.	\$5,000
Year 1 Total:	\$1,520,500

Year 2 Development and Use (2021):	Cost Estimates:
• Install electrical phase loss monitors to protect essential electrical infrastructure on several systems equipment, such as water distribution pumps, fire system pump.	\$1,500
• Trim and cut Army Corps of Engineers approved trees along Craft Center Drive, overlook, and campus buildings.	\$5,000
• Install new valves and reconfigure associated piping for the boiler pumps.	\$7,000
• Trim trees near housing to reduce storm damage.	\$2,000
• Maintenance/ repair of guard-rail along road.	\$1,500
• Trim area around picnic area to accommodate outside dining.	\$500
• Maintain and improve existing trail system.	\$1,000
Year 2 Total:	\$18,500

Year 3 Development and Use (2022):

Cost Estimates:

• Refresh paint on signage.	\$500
• Replace roofs, gutter, and windows in housing units.	\$ 120,000 1,200,000
• Replace HVAC in admin building.	\$160,000
• Replace damaged siding on main studio/ admin buildings.	\$8,000
• Replace galvanized piping with HOPE piping in the water distribution pump building.	\$30,000
• Install isolation valves on the propane system to allow for maintenance shutdowns and repairs w/o shutting down main glass furnace in glass studio.	\$9,000
• Maintenance/ repair of guard-rail along road.	\$1,500
• Trim area around picnic area to accommodate outside dining.	\$500
• Maintain and improve existing trail system.	\$1,000

Year 3 Total: \$330,500~~1,410,500~~

8.2

Year 4 Development and Use (2023):

Cost Estimates:

• Replace main compressor in the boiling room.	\$10,000
• Install protective coating on the inside part of the chiller cooling tower.	\$35,000
• Install new HOPE piping from chiller unit to cooling tower.	\$35,000
• Install upgrades to HVAC pneumatic controls system to a digital controls system.	\$200,000
• Maintenance/ repair of guard-rail along road.	\$1,500
• Trim area around picnic area to accommodate outside dining.	\$500
• Maintain and improve existing trail system.	\$1,000

Year 4 Total: \$283,000

Year 5/6 Development and Use (2024-2025):

Cost Estimates:

• Install handrails along steps to wastewater treatment system.	\$5,000
• Make necessary repairs and maintenance to overlook gazebo.	\$6,000
• Install air dampers in glass studio entrance and on woodstudio Torit dust system.	\$25,000
• Replace chiller piping insulation for all buildings (2024-2025).	\$150,000
• Replace door locks throughout campus (2025).	\$20,000
• Install permanent back-up generator to power the fire pumps, Water distribution pumps, lighting, and boiler system during Blackouts (2025).	\$100,000
• Repair small ceiling suspended HVAC units (2025).	\$20,000

• Maintenance/ repair of guard-rail along road.	\$1,500
• Trim area around picnic area to accommodate outside dining.	\$500
• Maintain and improve existing trail system.	\$1,000
Year 5 Total:	<u>\$329,000</u>

5 Year Development Plan Total: \$2,481,500~~3,561,500~~

8.2

**FIRST AMENDMENT TO
PRELIMINARY ASSESSMENT SCREENING (PAS)
and STATEMENT OF FINDINGS AKA ENVIRONMENTAL CONDITION OF PROPERTY
(ECP)FOR
JOEL. EVINS APPALACHIAN CENTER FOR EDUCATIONAL PURPOSES, TN BOARD OF
REGENTS
CENTER HILL LAKE
DEKALB COUNTY, TENNESSEE**

Information contained in this statement is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA) 42 U.S.C. 9620(h) and Army Regulation 200-1, Environmental Protection and Enhancement.

8.2

1. REAL PROPERTY TRANSACTION: Lease to Tennessee Technological University, for the Operation and Maintenance of Joe L. Evins Appalachian Center for Educational Purposes, situated on the left descending bank of the Caney Fork River, located on Tract Nos. D-420, D-421, D-422, D-423, D-429, D-430, D-431, D-432, D-433, D- 434, D-487, and G-702, Center Hill Dam and Reservoir Project, County of DeKalb, State of Tennessee. This amendment to the PAS AKA ECP has been prepared to update the existing record and records any changes that indicate a concern for the potential of hazardous substances that may have been stored or released in excess of the reportable quantities listed in 40 CFR, Part 373.

2. COMPREHENSIVE RECORDS SEARCH: A records search was conducted and included:

a. Real Property Historical File which included:

(1) Tract acquisition documents dated around the 1947 acquisition date: Abutting tract acquisition deeds were accessed on 21 January 2021 from the Natural Resources Web Viewer online platform.

(2) Outgrant instrument master file, Lease No. DACW62-1-96-0240.

b. Project Master Plan, May 2019.

c. Preliminary Assessment Screening Statement of Findings for Joe L. Evins Appalachian Center for Educational Purposes, DACW62-1-96-0240, 17 October 1995.

d. Internal records search by all appropriate Nashville District Divisions including a comprehensive review of Operations, Project, Safety Office, and Real Estate files including, but not limited to tract maps, photographs, deeds, titles, descriptions, outgrants, and historical data.

**FIRST AMENDMENT TO
PRELIMINARY ASSESSMENT SCREENING (PAS)
and STATEMENT OF FINDINGS AKA ENVIRONMENTAL CONDITION OF PROPERTY
(ECP) FOR
JOEL. EVINS APPALACHIAN CENTER FOR EDUCATIONAL PURPOSES, TN BOARD
OF REGENTS
CENTER HILL LAKE
DEKALB COUNTY, TENNESSEE**

3. SITE INSPECTIONS: There was no site inspection performed specifically for this ECP; however, the site was inspected by Kevin Salvilla, Center Hill Lake Resource Manager on 2 November 2020 for this Lease action. Mr. Salvilla documented his findings that the lessee is satisfactorily compliant with environmental regulations as documented on the CELRN Form 463. The visual site evaluation demonstrated no unauthorized use of Federal Property. The property has been inspected several times by Real Estate Division since the issuance of the lease. None of the inspections indicated evidence of unsafe conditions due to hazardous or toxic substances or petroleum products being stored or mishandled. The property is considered safe for its continued use. Inspections have revealed no substantive areas of concern.

4. PROPERTY DESCRIPTION AND CONDITION: The land described consists of a parcel of land situated on the left descending bank of the Caney Fork River, DeKalb County, Tennessee, a portion of land acquired in fee by the United States of America for the Center Hill Lake Project. Topography is described as extremely steep and contains a lush growth of native grasses and groves of mature hardwoods .

The Tennessee State Board of Regents obtained a long-term license to utilize 562 acres of land bordering Center Hill Lake in 1969 and initiated a development known as Tech Aqua. The site is located on a peninsula accessible via Tennessee State Highway 56 at Hurricane Bridge. Joe L. Evins Craft Center is situated on a portion of the original outgrant provided for the Tech Aqua Biological Station. The Crafts Center provides a teaching and learning facility for full-time and part-time students who want to round out their education with courses and workshops in the crafts. The crafts curricula includes designs in clay, fiber, glass, metal, wood, and marketing, depicting the crafts of the Appalachian region. The center effectively complements the programs originally proposed by Tennessee Technological University for Tech Aqua. The construction of the buildings began in 1977, and on December 9, 1979 eight thousand people attended the festivities marking the grand opening of this facility.

5. STATEMENT OF FINDINGS: The initial PAS was completed on 17 October 1995, to determine if any hazardous substances were stored or released that would prohibit the leasing of the aforementioned tracts. The Government, since acquisition, has exercised adequate controls over the land, water, and other resource use. The conclusion of the PAS was that while spills and releases may have occurred within the subject area, there are no known problems resulting from the storage, release, or disposal of hazardous substances on these lands. No specific or unusual environmental concerns have been identified that would significantly affect the outgranting of the subject property.

The conclusion of this supplemental ECP is that no specific or unusual environmental concerns have been identified or evidence of hazardous substances stored, released, or disposed of on the requested property which is in excess of the reportable quantities listed in 40 CFR Part 373 or would significantly affect the outgranting of the subject property. The proposed real property transaction may

8.2

**FIRST AMENDMENT TO
PRELIMINARY ASSESSMENT SCREENING (PAS)
and STATEMENT OF FINDINGS AKA ENVIRONMENTAL CONDITION OF PROPERTY
(ECP) FOR
JOE L. EVINS APPALACHIAN CENTER FOR EDUCATIONAL PURPOSES, TN BOARD
OF REGENTS
CENTER HILL LAKE
DEKALB COUNTY, TENNESSEE**

proceed as requested.

Prepared By:

Daniel R. Clark

Daniel Clark
Biologist, Operations Section
Operations Division

Reviewed By:

Phillip E. Harrell

Phillip E. Harrell
Environmental Compliance Coordinator
Operations Division

8.2

Exhibit "D"



Agenda Item Summary

Date: June 23, 2022

Agenda Item: Dual Enrollment Tuition Rate

Review

Action

No action required

9.1

PRESENTERS: Dr. Claire Stinson, Vice President for Planning & Finance

PURPOSE & KEY POINTS: Dual Enrollment fee rates per credit hour are deeply discounted to allow the Tennessee Student Assistance Corporation Dual Enrollment Grant to cover the entire cost for the first 5 courses for each dual enrolled student. In the spring of 2022 the Student Assistance Corporation Dual Enrollment Grant was increased from \$500 per course (charged at \$166 per hour) to \$538.65 per course for the first 5 courses. Tennessee Tech recommends that Dual Enrollment rates increase to \$179.55 per credit hour to mirror the increase in the Dual Enrollment Grant.



Agenda Item Summary

Date: June 23, 2022

Agenda Item: Emeritus President Contract

Review

Action

No action required

10.1

PRESENTERS: Dr. Claire Stinson, Vice President for Planning & Finance

PURPOSE & KEY POINTS: Review and approve the Emeritus President contract for Dr. Robert Bell for 2022-23 pursuant to the laws of the State of Tennessee and Tennessee Tech policies.

Tennessee Tech University
NOTICE OF PART-TIME EMPLOYMENT AND AGREEMENT
FOR PRESIDENT EMERITUS

TO: Dr. Robert R. Bell



This is to confirm your part-time appointment to a position approved by the Tennessee Tech Board of Trustees as President Emeritus of Tennessee Technological University for a period beginning July 1, 2022, at a monthly salary of \$4,114.84 subject to the terms and conditions hereinafter set forth and our acceptance thereof:

1. This appointment is made subject to the laws of the State of Tennessee, the requirements and policies of the Tennessee Tech Board of Trustees and the requirements and policies of Tennessee Tech University.
2. The term of this agreement is July 1, 2022, to June 30, 2023. It may be renewed on an annual basis following review of the emeritus work performed and approval by the Tennessee Tech Board of Trustees.
3. The above stated salary is contingent upon your successful completion of service for the full term of this agreement. The salary will accrue and will be payable monthly. In the event of failure to complete the specific terms of the appointment, salary will be prorated in accordance with the policies of Tennessee Tech University.
4. This appointment and the above-stated salary are in consideration of your faithful performance to the best of your ability of the duties and responsibilities assigned to you as a part-time employee of Tennessee Tech University. These duties include:
 - ❖ Fund raising for Tennessee Technological University (TTU);
 - ❖ Institution-community relations and activities for TTU; including teaching a class, regional development related activities, and working with the Cookeville Regional Medical Center Board;
 - ❖ Consultation for Tennessee Technological University, as requested;
 - ❖ Provide support in inter-institutional, governmental, legislative, and community relations;
 - ❖ Assist as needed with the completion of selected capital projects;
 - ❖ As requested, represent the President and the University at selected functions and professional meetings;
 - ❖ Recruit students and provide advice to prospective students and their parents;
 - ❖ Promote higher education, the Tennessee Tech University Board of Trustees, and Tennessee Tech University on a continuous basis.

10.2

- 5. As a part-time employee, you are not eligible for employment benefits (retirement credit, state insurance plan, annual or sick leave, holiday pay, or longevity credit). Notwithstanding, social security will be deducted from your paycheck unless you are a member of a retirement system or are a rehired annuitant as specified in 26 CFR Part 31.
- 6. This appointment does not include any assurance, obligation, or guarantee of subsequent employment.
- 7. This agreement may be terminated without prior notice.
- 8. By acceptance of this appointment, you agree to abide by the terms of the Drug-Free Workplace Act of 1988 as defined in published institution statements and policy. You also agree to notify TTU-Human Resources of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 9. You are required to notify the President should you become employed at another state agency/institution.
- 10. The following special condition shall govern this appointment:

The retired employee accepts employment for up to 120 days during a 12-month period. The number of hours actually worked will be provided to the institution upon request and will be no less than 247 hours.

I accept the appointment described above under the terms and conditions set forth.



 APPOINTEE

6.5.22

 DATE

An Equal Opportunity/Affirmative Action Employer



 PRESIDENT

6/8/2022

 DATE

10.2

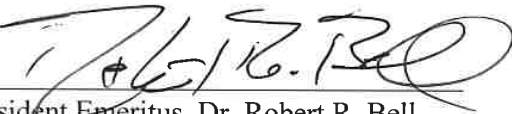
**President Emeritus Report
2021-2022**

During this fiscal year, I performed the following functions (attached) for Tennessee Technological University.

(typed report attached to this work sheet)

I spent at least 267 hours performing the work but less than 120 days.

10.2

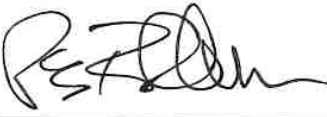


President Emeritus, Dr. Robert R. Bell

6.5.22

Date

I have reviewed the work of Dr. Robert R. Bell for 2021-2022, and I am satisfied that it was well performed.



President, Dr. Philip B. Oldham

6/8/2022

Date

**Report of President Emeritus Robert R. Bell
Tennessee Technological University
Functions Performed for 2021-22**

Summary of Activities

1. TTU: Teaching, Scholarship, Advocacy:
 - a. Presented leadership lectures/seminars to classes in the College of Business
 - b. Served on the Planning Committee for the 2022 International Conference of the Society for Advancement of Management (SAM)
 - c. Continued work on a textbook manuscript tentatively titled “Lessons in Leadership.”
 - d. Served as member of the College of Business Board of Trustees, School of Nursing Development Council, Interdisciplinary Studies Advisory Committee, and advisor to Dean Payne
 - e. Member, Board of Directors, Society for the Advancement of Management
 - f. Editorial Review Board Member, *Advanced Management Journal*
 - g. Presented three papers and panels at the International Conference of the Society for the Advancement of Management (SAM)
 - h. Radio Host for “Regional Education Matters” Series on Stonecom Broadcasting
2. Regional Development/TECH-REDI/External Relations:
 - a. Member, Highlands Initiative Workforce Development Task Force
 - b. Chairman, Industrial Development Board (IDB), City of Cookeville: Confidential work with several new companies locating in Cookeville and expansions of existing industry
 - c. Chairman, County Mayor’s Advisory Committee on Non-Profit Allocations, Putnam County
3. Cookeville Regional Medical Center (CRMC):
 - a. Serve on the Hospital Performance Excellence and Ethics Committees.
4. Service to the University in other roles as requested:
 - a. Conducted Campus Tours/Orientation new business/community leaders and job candidates.
 - b. Key Alumni visits, phone conferences, cultivation: Judy Davis, Ashraf Islam, Allen Atkins, Mike Ingram, Dr. Ron Marston, along with Bobby Taylor and Kevin Braswell
 - c. Meetings/Lunches, as requested, with Campus Leaders, Foundation Members, and Regents.
 - d. Participated in virtual Seminars in School of Nursing, College of Business, and groundbreaking, Dedications for Engineering and Science Buildings
 - e. Updated presidential archives/fund raising histories
 - f. Participated in Alumni Reunions: NASA Alumni/Zoom (April) and Tuba Ensemble (April)
5. Other Activities: a. Chair, Strategic Planning, Rotary Club of Cookeville; b. Lay Leader, First United Methodist Church; c. Board of Directors, First National Bank

Work Report for 2021-2022		
July 2021	Total Hours	18
Phone Interview: Motlow State Community College, External Relations/Fundraising		1 hr.
Workforce Development Meeting: Kaitlin Salyer, Dennis Tennant		2 hrs.
Radio Program, "Education Matters in the Upper Cumberland" Lillian Hartgrove, Chair, State Board of Education, Trey Upchurch, PC Schools, Hannah Davis, PC Schools		5 hrs.
Regional Development/External Relations: Cookeville Chamber		3 hrs.
CRMC Foundation Planning: Grants, Pink Gala		2 hrs.
Economic Development/Industrial Board: Projects Life, Frontier, Concrete, Aphenia Phama		3 hrs.
Editorial Review, Advanced Mgt. Journal		2 hrs.
August 2021	Total Hours	30
IDB, Annual Meeting, Projects Life, Bugbee Land Trust		3 hrs.
Manuscript Writing: SAM, text Chapter 3 "Leadership/External Influence"		4 hrs.
TTU Highlands Leadership Course meetings at Chamber		1 hr.
TTU Archives: Recollections of Community College Relations		3 hrs.
Radio Programs: "Education Matters in the Upper Cumberland"		7 hrs.
Cookeville/Putnam County Disaster Relief—final disposition to memorial park		2 hrs.
Key Alumni Visit: Judy Davis, Jacksonville, FL		3 hrs..
Editorial Review: Advanced Management Journal		3 hrs.
Board of Directors meetings, Society for Advancement of Management (SAM) (2)		4 hrs.
September 2021	Total Hours	16
Society for Advancement of Mgt: Telecoms; Editorial Reviews for Journal		3 hrs.
Radio Program: Education Matters, Stonecom Broadcasting		5 hrs.
Industrial Dev. Board + Chamber Projects: Baxter Business Meeting		3 hrs.
TTU: Engineering Groundbreaking, meeting with Ashraf Islam		3 hrs.
Advocacy, Bill Gray, Dr. Zagumny, Gifted Child Program		2 hrs.

October 2021	Total Hours	19
College of Business Annual Banquet		3 hrs.
Education Matters, Stonecom Broadcasting		4 hrs.
Manuscript Development: “Re-energizing Local Boards and Volunteers after the Pandemic”		3 hrs.
Industrial Development Board: Aphenia Pharma Ribbon Cutting; Portabello Easements/Baxter; TTI Floorcare closeouts;		4 hrs.
Highlands/TTU Emerging Leader Seminar Planning/Postponement		1 hr.
Planning meeting, SAM International Conference/telecom		2 hrs.
WH School of Nursing Development Council		2 hrs.
November 2021	Total Hours	28
“Education Matters,” Stonecom Broadcasting—five recording sessions		7 hrs.
Highlands Emerging Leaders Seminar, Planning/Discussion Stephen Crook		1 hr.
TTU: Awards Banquet, Alumni Networking in College of Business at Homecoming		3 hrs.
IDB: three meetings, Project TTI, Portabello Grants from TN ECD—Ledbetter, Crook, New		5 hrs.
Spoke to Student SAM Club at University of Tennessee-Chattanooga		5 hrs.
TTU: Phone Conference w/ Dr. Elkins, on possible SAM Conference Paper		1 hr.
Spoke to two leadership classes, College of Business, Susan Wells		5 hrs.
CRMC Ethics Committee		1 hr.
December 2021	Total Hours	24
Hosted “Education Matters”, Stonecom Broadcasting		5 hrs.
TTU: Donor/Alumni Cultivation: Mike Ingram + Bobby Taylor: Lunch + prework		3 hrs.
TTU: Brokered possible donation to Chemistry: Jeff Boles + Jim Kennedy		2 hrs.
Chamber/Industrial Development Board		2 hrs.
College of Business Board of Trustees		3 hrs.
TTU Archives: Cultivations of major gifts		3 hrs.
Manuscript Research and Writing		6 hrs.

January 2022	Total Hours	28
Regional Development: Chamber/Highlands/IDB		2 hrs.
Preparation/Taping, “Educational Matters/Local Matters,” Stonecom Broadcasting		6 hrs.
TTU: Manuscript development: “Lessons in Leadership”		5 hrs.
TTU: Attended Women’s Basketball 50 th Anniversary Celebration		2 hrs.
TTU: Collaboration on SAM Papers/Panel with Dr’s Guimaraes, Timmerman and Elkins, I. Koslin		3 hrs.
Highlands Workforce Development: Highlands Leaders Seminar—Postpone Decision/Stephen Crook		1 hr.
Board of Directors Retreat, Society for Advancement of Management, including prework		4 hrs.
Draft of the 2022-2025 Strategic Plan for SAM		4 hrs.
CRMC Ethics Committee		1 hr.
February 2022	Total Hours	19
Preparation/Taping, “Educational Matters/Local Matters”, Stonecom Broadcasting		6 hrs.
Editorial Board Reviews/Adv. Management Journal and SAM Annual Meeting		9 hrs.
Regional Development: /IDB projects-meetings with Kent Moore, Amy New		2 hrs.
WHSON Development Council Zoom meeting + follow-up discussions re Nursing Week		2 hrs.
March 2022	Total Hours	32
Preparation/Taping, “Educational Matters,” Stonecom Broadcasting		6 hrs.
Alumni Cultivation: Dr. Ron Marston w/ Bobby Taylor, March 22, Nashville		6 hrs.
Final editing, SAM papers and presentations		3 hrs.
Regional Development: IDB: Academy appeal/Ficosa non-compliance, Chair, Annual Meeting of the IDB		5 hrs.
Archives: Wrote retrospectives on major gifts/major donor cultivation		2 hrs.
SAM Editorial Board/Attended SAM International Virtual Conference via Zoom March 30-31; presented three sessions over two days: Board of Directors meeting and attended Student Presentations		10 hrs.
April 2022	Total Hours	19
Spoke to the TTU NASA Alumni Reunion group (via ZOOM)		2 hrs.
Participated in the TTU Tuba Ensemble Reunion activities		2 hrs.
Preparation/Taping, Education Matters, Stonecom		5 hrs.
IDB—Briefing of New Staff (Brad and Kent) + called meeting/Eagles Pointe and Academy Tax Protest (April 1 and April 22)		5 hrs.
April 1: Final Day of SAM International Business Conference		3 hrs.

April 2022 (continued)	
ITS updating of office computer/Chris Robbins	2 hrs.
May 2022 (Estimated)	Total Hours 20
Radio Program, "Education Matters in the Upper Cumberland"	3 hrs.
Industrial Development Board:	3 hrs.
Putnam County Commission/County Mayor Advisory Committee on Non-Profits	6 hrs.
Highlands Workforce Development Task Force, Chamber Activities	2 hrs.
SON: Interviews with Dean Hanna, Barbara Jared re National Nursing Month	2 hrs.
Collaboration, editing of Final Manuscript on "Rebuilding/Re-energizing Volunteer Organizations"	4 hrs.
June 2022 (Estimated)	Total Hours 14
Radio Program, "Education Matters in the Upper Cumberland"	5 hrs.
Regional Development: IDB/ Chamber/Highlands	4 hrs.
SAM Editorial Board manuscript editing/review	2 hrs.
SAM Board of Directors monthly meeting	2 hrs.
Putnam County Commission/Mayor's Advisory Committee on Non-Profits	1 hr.

10.2

Work Report Summary for President Emeritus Dr. Robert R. Bell Tennessee Technological University	
Total for 2021-22 fiscal year July 1, 2021, through April 30, 2022	233 hours
Projected emeriti activities for the remainder of academic and fiscal year, May – June, 2022	34 hours
Grand total for 2021-22	267 hours

8-36-714. Requirements to be compensated as president emeritus Continued eligibility requirements Filing of agreement.

(a) The board of trustees of the University of Tennessee may grant to any former president of the University of Tennessee the title president emeritus. The board of regents of the state university and community college system may also grant to any former president of any college or university governed by the board of regents a similar emeritus title. No former president shall receive any compensation or remuneration for holding the emeritus title, unless the following conditions are met:

(1) The remuneration is for time actually spent by the former president in performing services for the University or board of regents;

(2) An agreement is executed between the respective board and the former president which sets forth the duties to be performed by the former president;

(3) The agreement cannot exceed a term of one-year. The board of trustees of the University of Tennessee or the board of regents may enter into additional one-year agreements with the former president. No renewal agreement shall be entered into until the respective board reviews and is satisfied with the emeritus work performed by the former president. Any such renewal must be approved by an affirmative vote of a majority of the respective board;

(4) The former president must reside in the state of Tennessee at the time of the initial appointment and at the time of any subsequent appointment; and

(5) The former president shall not accrue any additional retirement credit as a result of such appointment.

(b) Notwithstanding any other law to the contrary, any former president receiving compensation or remuneration for holding the emeritus title pursuant to this section shall be eligible to continue drawing such person's retirement allowance; provided, that the former president does not work and is not compensated for more than one hundred twenty (120) days or the equivalent of one hundred twenty (120) days during the one-year appointment, or, if working as a teacher, for more than twenty-four (24) quarter credit hours or eighteen (18) semester credit hours during the one-year appointment. If the period exceeds that specified in this subsection (b), the former president's monthly retirement allowance shall be reduced in direct proportion thereto. The retirement system is authorized to obtain reimbursement for any retirement benefits overpaid as a result of any compensation being paid to a former president in excess of that permitted by this section. Such reimbursement may be made by deductions from the former president's monthly benefit.

(c) For each emeritus appointment for which compensation or remuneration will be paid, the board of trustees of the University of Tennessee and the board of regents shall be responsible for filing the agreement with the retirement division which sets forth the name of the person holding the title, and the beginning and ending date of the appointment. The agreement shall be accompanied with documentation showing the amount of compensation to be paid to the person and the number of hours to be worked. The agreement and documentation shall be filed annually, if applicable, and signed by the former president acknowledging the conditions of the appointment. The board of trustees of the University of Tennessee and the board of regents shall further send written notice to the speaker of the senate, the speaker of the house of representatives, the chairs of the senate standing committees on education and on finance, ways, and means, and the chairs of the house standing committees on education and finance, ways, and means of each emeritus appointment for which compensation or remuneration will be paid.



Agenda Item Summary

Date: June 23, 2022

Agenda Item: TTU Policy 506 (General and Group Travel Policies)

Review

Action

No action required

11.1

PRESENTERS: Dr. Claire Stinson, Vice President for Planning & Finance

PURPOSE & KEY POINTS: Revisions to update the policy that incorporates the travel expense management system.

Tennessee Technological University
Policy No. 506



**General and Group
Travel Policies**

11.2

Effective Date: July 1, 2017

Policy No.: 506

Policy Name: General and Group Travel Policies

Revised Date: July 1, 2022

I. Purpose

This policy sets forth appropriate reimbursement rates and guidelines for all expenses incurred on official business travel for Tennessee Tech. Provisions of this policy also may apply to individuals other than employees who are authorized to travel at Tennessee Tech expense. Specific provisions of the policy also address the travel of Board members. Authorization for travel will not be granted and expenses will not be reimbursed unless the travel is made and reimbursement claimed in accordance with this policy and any approved exceptions hereto.

All travel must be consistent with the educational, research, and professional needs of Tennessee Tech. Employees must conduct all travel with integrity, in compliance with applicable laws, policies, and procedures, and in a manner that excludes considerations of personal advantage. Employees must exercise good judgment and conduct all aspects of travel in a cost-efficient manner.

II. Review

This policy will be reviewed every two years or whenever circumstances require review, whichever is earlier, by the Associate Vice President for Business and Fiscal Affairs in consultation with the Vice President for Planning and Finance, with recommendations for revision presented to the Administrative Council, University Assembly, and the Board of Trustees.

III. Definitions

Clerical and Support Employee: for purposes of this policy, employees who are not faculty and who are classified under the Fair Labor Standards Act as non-exempt.

IV. Policy

A. Authorization for general travel will not be granted and expenses will not be reimbursed unless the travel is made and reimbursement claimed in accordance with this policy, as may be amended from time to time. Reimbursement for travel expenses shall be limited to expenses incurred upon travel authorized in advance in accordance with Section B.

- 1.** Travel which may be authorized, and pursuant to which expenses may be reimbursed, shall be limited to the following:
 - a.** Travel which is necessary for the proper execution of official Tennessee Tech business, or in justifiable pursuit of Tennessee Tech's educational and research objectives; or

registration fees, hotel charges, airline tickets, and baggage fees. Gas for personal vehicle usage and meal expenses acquired during travel may not be charged to the travel card. These cards may only be used by the individual whose name appears on the card.

7.

B.—Authorization of Travel

B.

1. The President or his/her designee shall have authority to approve travel by employees or students of Tennessee Tech. Each employee should consult with his/her administrative officer for the appropriate department's or division's approval procedures.
2. In State Travel
 - a. All employees should obtain prior authorization for in state travel by the employee's appropriate approving authority, except as noted in item b. below. Authorization may be verbal, written, or electronic.
 - b. Written authorization may not be necessary for in state travel where the expected expenses will not be substantial, or when there is no advance notice of the circumstances necessitating the travel, and such travel is approved orally by the appropriate approving authority.
 - c. Employees whose employment requires frequent in state travel may obtain blanket authorization in writing for such travel.
3. Out of State Travel
 - a. All employees must obtain prior ~~written~~ authorization for out of state travel, which must be approved by the employee's appropriate approving authority. The travel expense management system (Chrome River) should be used to capture this approval by preparing and submitting a pre-approval expense report.
 - b. The ~~authorization~~pre-approval report must show the name of the person traveling, purpose of the trip, destinations, date of departure and return, mode of transportation, and estimated expenses, ~~and availability of funds.~~ Availability of funds should be verified prior to submitting the report. Estimated expenses will be encumbered on the appropriate funds within the Banner Finance system.

11.2

- c. If, in the normal course of official business, the employee must routinely travel into another state and back in the same day, such travel will be considered in-state travel and shall be subject to the in-state travel provisions. This exception applies for trips which do not exceed 50 miles into another state.
- d. Employees whose employment requires frequent out-of-state travel may obtain blanket authorization in writing for such travel.

4. All Other Travel

- a. Authorization for travel by an employee to Alaska, Hawaii, and all out-of-country travel shall be subject to approval by the President (or designee).- The travel expense management system should be used for this authorization. A memorandum explaining the purpose of the travel should be attached to the pre-approval report. All academic areas should obtain approval from the Provost and any other required required departmental approvals prior to submission.
- b. Authorization for travel to Alaska, Hawaii, and all out-of-country travel by the president shall be subject to approval by the Tennessee Tech Board of Trustees.

C. Transportation

1. General

- a. All travel must be by the most direct or expeditious route possible and any employee who travels by an indirect route must bear any extra expense occasioned thereby.
- b. When work is performed by an employee in route to or from the official station, reimbursable mileage is computed by deducting the employee's normal commuting mileage from the actual mileage driven in performing the work in route to or from the official station. For example, if an employee normally commutes 10 miles (20 miles round trip), and performs work on the way home from the official station which results in 12 miles driven, the mileage reimbursement will be for 2 miles only, as that is the amount of mileage in excess of the employee's normal commute. In no instance shall mileage claimed for reimbursement exceed actual miles traveled.

~~2.~~ Mode of Transportation

11.2

2.

- a. Transportation for employees traveling singly should be by common carrier (air, train, or bus) whenever practical.
- b. The use of air travel is recommended when time is an important factor or when the trip is so long that other methods of travel would increase the subsistence expense.
- c. Automobile transportation may be used to save time when common carrier transportation cannot be satisfactorily scheduled, or to reduce expenses when two or more employees are making the trip.
- d. Reimbursement for personal vehicle use may be claimed at the lesser of the standard mileage rate or comparable cost of commercial transportation including taxi fares and/or limousine charges.

11.2

3. Common Carrier Travel

- a. When travel is by common carrier, the fare must not exceed the standard coach fare charged the general public, and advantage must be taken of round trip rates when available.
- b. The employee's copy of the ticket, or an acceptable receipt, must be submitted for reimbursement of common carrier expenses.
- c. Baggage fees will be allowed when necessary. A receipt is required for reimbursement. Other fees, such as early boarding passes and extra legroom, will not be reimbursed.
- d. Charges for trip insurance are not reimbursable. The State of Tennessee is self-insured and does not purchase separate insurance, and therefore will not reimburse for insurance purchases made for trips.

4. Chartered Aircraft

- a. Generally, faculty and staff (including group travel and athletics) whose duties require travel will use commercial ground and air carriers or an institutional automobile. However, a chartered aircraft may be used if time and/or distance preclude ground travel or if a commercial air service is either unavailable or does not meet the needs of the traveler(s).

- b.** The president shall assign the following duties to a responsible official:
 - i.** Reviewing and approving requests for charter air services;
 - ii.** Scheduling charter flights; and
 - iii.** Informing those who request charter flights of the charter company's policy on canceling scheduled flights.
- c.** Charter services will be utilized only when it can be shown that the charter does not exceed the sum of all traveling costs by commercial carrier (e.g. transportation, meals, and lodging) or that circumstances necessitate travel when no other means is available.
- d.** The charter company must provide the institution with an original, itemized invoice showing the beginning and ending dates of the charter, the origin and destination of each flight, and the names of passengers on each flight.

11.2

5.—Automobile Travel

5.

- a.** When travel by automobile is appropriate, employees may use Tennessee Tech owned automobiles whenever available and feasible. However, Tennessee Tech owned vehicles should be used only on official business.
 - i.** When transportation is by a Tennessee Tech owned automobile, tolls, parking, gasoline, and storage expenses are allowable.
 - ii.** When using Tennessee Tech owned automobiles, employees will be furnished with courtesy cards for purchase of gasoline, oil, and other automobile services, and such expenses should not be claimed by employees as travel expenses.
 - iii.** Emergency out-of-pocket expenses, such as towing or emergency repairs, will be reimbursed but must be accompanied by proper receipt identifying the automobile and itemizing the services. Such expenditures must be of an emergency nature when immediate service is required and access to a state facility is not possible.
 - iv.** Major repairs should be approved by campus officials prior to work being performed. Such expenditures are allowed but should be filed for reimbursement separately.

b. Personally-Owned Automobiles

- i.** Mileage reimbursement rates are determined by the State of Tennessee Department of Finance and Administration and can be found on the [General Reimbursement Schedule](#) in the State's Comprehensive Travel Regulations.
- ii.** The authorized mileage allowance includes all operating expenses such as gas, oil, and repairs precluding any separate claim for such items.
- iii.** ~~Employees may use reputable websites~~ [Google Maps will be used within the travel expense management system](#) to determine point-to-point and/or vicinity mileage.
- iv.** Procedures for calculating mileage are based on the fact that Tennessee Tech is prohibited from reimbursing employees for normal commuting mileage.
- v.** If an employee begins or ends a trip at his/her official station, reimbursable mileage will be the mileage from the official station to the destination.
- vi.** If work is performed by an employee in route to or from the official station, reimbursable mileage is computed by deducting the employee's normal commuting mileage from the actual mileage driven.
- vii.** If an employee begins or ends a trip at a personal residence without stopping at the employee's official station, reimbursable mileage will be the lesser of the mileage from the employee's residence to the work destination or from the official station to the work destination.
- viii.** On weekends and holidays, the employee may typically be reimbursed for actual mileage from his/her residence to the destination. If an employee travels between destinations without returning to his/her official station or his/her residence, reimbursable mileage is the actual mileage between those destinations.
- ix.** The travel claim must indicate the employee's itinerary and must show the official business mileage. Business mileage as indicated by ~~the official state map or reputable websites, such as Rand McNally,~~ [Google Maps in the travel expense management system](#) for out of state routes will be regarded as official. Vicinity mileage must be reported on a separate line and not included with point to point mileage. Only mileage on official business may be claimed.

- x. Necessary charges for hotel and airport parking will be allowed.

c. Automobile Accident Reporting

- i. Tennessee Tech University employees should contact the State of Tennessee Auto Accident Call Center if they are involved in an auto accident while driving a state vehicle, rental, or personal vehicle while on official Tennessee Tech business.
- ii. All employees should have Auto Accident Reporting Instructions and Damage Notification Card in the vehicle when travelling for business purposes.

6. Limousine and Taxi Service

- a. When travel is by common carrier, reasonable limousine and taxi fares will be allowed for necessary transportation.
- b. Bus or limousine service to and from airports will be used when available and practical.
- c. After arrival at destination, necessary taxi fares for traveling between hotels or lodging and meeting or conference will be allowed.
- d. No receipt is required for reimbursement of reasonable taxi fares.

7. Car Rentals at Destination

- a. Charges for automobile rental shall be allowed whenever it is more economical than alternative methods of transportation or it is the only practical means of transportation.
- b. Charges for insurance for rented automobiles are not reimbursable. The State of Tennessee is self-insured and does not purchase separate insurance, and therefore will not reimburse for insurance purchases made for rental vehicles.
- c. Employees should refuel before returning vehicles when possible.

8. Tolls and Ferry Fees

- a. Reasonable tolls and ferry fees will be allowed when necessary.
- b. No receipt is required for reimbursement of tolls and ferry fees.

9. Daily Parking Fees

- a. Employees required to utilize commercial parking facilities in the daily performance of duties, or while on travel status, will be allowed reimbursement for actual costs.
- b. Receipt is required if the fee exceeds the maximum indicated per day (see [General Reimbursement Rate-Travel Addendum](#)).

10. Unnecessary meals and lodging expenses which are occasioned by the use of an automobile for reasons of the employee's personal convenience, or which are due to travel by an indirect route, will not be allowed.

~~11.~~ If travel is by common carrier, the employee will be reimbursed for expenses in traveling to and from the common carrier including related parking expenses. Receipts must be furnished on airport and hotel parking exceeding maximum parking allowance in [General Reimbursement Rate-Travel Addendum](#).

11.

D. Lodging

- 1. Lodging expenses incurred within the state while on authorized travel will be reimbursable to the maximum shown on the [General Reimbursement Rate-Travel Addendum](#).
- 2. Out of State Lodging
 - a. Lodging expenses incurred out of the state while on authorized travel will be reimbursable to the maximum shown on the [General Reimbursement Rate-Travel Addendum](#).
 - b. The maximum reimbursement rates for out-of-state travel are the same as those maintained by CONUS. The [CONUS](#) list, available on the General Services Administration web site, contains a standard reimbursement rate for lodging and meals and incidentals, and several pages of exceptions. Most destinations for out-of-state travel fall within the list of exceptions.
 - c. En route lodging will be allowed for only one day each way on trips of long duration. En route lodging will only be allowed in cases when the approved and most direct or expeditious mode of travel will require more than ten (10) hours of continuous travel.
- 3. Lodging expenses incurred while out of the country will be reimbursed at actual expenses with receipts.

11.2

4. Additional Lodging Expenses

- a.** Sales taxes on lodging costs will be reimbursable.
- b.** Higher rates for lodging at the location of a convention or conference will be allowed, without special approval, up to the amount indicated in the convention or conference brochure or conference website when attached to the travel claim.
- c.** Any exceptions must be approved by the President.

5. Shared Lodging

- a.** In the event of double occupancy for state employees on official travel, both employees should attach an explanation to his/her travel claim detailing dates and other employees with whom the room was shared. The receipt for the entire amount should be submitted with both claims.
- b.** The lodging cost may be claimed by the employee who incurred the cost, or one half the double occupancy charge may be allowable for each employee.
- c.** If a room is shared with other than a state employee, actual cost subject to the maximum in the ~~General Reimbursement Rate~~Travel Addendum will be allowed.

11.2

E. Meals

1. In-State and Out-of-State Meals

- a.** Meals while on authorized travel will be reimbursed, subject to the meal allowance provided on the ~~General Reimbursement Rate~~Travel Addendum.
- b.** The maximum per diem rates include a fixed allowance for meals and for incidental expenses (M&I).
- c.** The M&I rate, or fraction thereof, is payable to the traveler without itemization of expenses or receipts.
- d.** Incidentals are intended to include miscellaneous costs associated with travel such as tips for baggage handling, phone calls home, etc.

- e. The M&I rates for out-of-state travels are the same as those for federal employees, and are available on the General Services Administration's web site. As with lodging, there is a standard rate for the continental United States ([CONUS](#)), and a list of exceptions.
- f. Reimbursement for meals and incidentals for the day of departure shall be three-fourths of the appropriate M&I rate (either the in-state rate or [CONUS](#) rate for out-of-state travel) at the rate prescribed for the lodging location.
- g. Reimbursement for M&I for the day of return shall be three-fourths of the M&I rate applicable to the preceding calendar day.
- h. The CONUS [M&I Breakdown](#) should be used to determine the single meal allowance and the three-fourths calculation, when appropriate.
- i. Reimbursement for meals will not be permitted when overnight travel is not involved.

2. Out-of-country meals are reimbursed at the ~~maximum-Outside CONUS (CONUSOCONUS)~~ per diem rate ~~for out-of-state travel~~. Reimbursements for actual receipts can be reimbursed if kept.
3. When the expenses for an official banquet of a meeting or conference are in excess of the meal allowance, the excess will be allowed provided a receipt or proper explanation of the charge is submitted.

F. Miscellaneous Expenses

1. Expenses for entertainment (employee or others), laundry, tips and gratuities, etc., are personal expenses and will not be reimbursed in excess of the incidental portion of the M&I rate.
2. Telephone, Internet and Fax Expenses
 - a. Charges for long distance telephone calls, internet, and/or fax on official business will be allowed.
 - b. Charges for necessary local calls on official business will be allowed.
3. Registration fees for approved conferences, conventions, seminars, meetings, etc., will be allowed including cost of official banquets and/or luncheons, if authorized in advance by the appropriate approving authority, and provided receipts are submitted with the travel claim.

4. Fees for the handling of equipment or promotional materials will be allowed up to the maximum indicated (see ~~General Reimbursement Rate-Travel~~ Addendum).

G. Claims

1. ~~The standard Travel Expense Claim Form~~ Expense reports in the travel expense management system (Chrome River), approved by the Vice President for Planning and Finance, shall be used for reimbursement of expenses.
2. The ~~form~~ report must show movement and detail of expenses on a daily basis, be ~~signed~~ approved by the employee, and be approved by the appropriate approving authority prior to reimbursement.
3. ~~Employee signatures on the travel claims must be original or electronic by an approved method. Where adequate controls have been implemented to minimize risks associated with travel claims (such as the risk that duplicate claims will be submitted or alterations made to the original claim subsequent to approval by approving authority), travel claims may be submitted for payment electronically via email.~~
- 4.3. ~~Receipts for appropriate expenses must be submitted with the claim~~ Receipts for appropriate expenses must be attached and submitted with the expense report for reimbursement.
- 5.4. ~~Expenses for books, supplies, postage, and other items that do not constitute actual traveling expenses should not be included in the claim form~~ expense report.
- 6.5. ~~Claims for reimbursement for travel expenses should be submitted no later than thirty (30) days after completion of the travel.~~
- 7.6. ~~Complete travel claims and requisitions in accordance with the Procedures Manual for Completing Travel Claims and Requisitions~~ Procedures Manual for Completing Travel Claims and Requisitions.

H. Travel Advances

1. ~~Normally travel expenses should be paid when using a Tennessee Tech travel card, when authorized, or when~~ incurred by an employee, with reimbursement made to the employee for actual expenses upon proper submission of a claim for travel expenses. Advances to employees for anticipated travel expenses may be

made under the circumstances hereinafter described as ~~permanent and~~ temporary travel advances. Travel advances for Clerical and Support employees are approved by their immediate supervisor. Travel advances for exempt employees must be approved by the President or his/her designee.

1. Permanent

a.

2. Temporary Travel Advances

~~a. When an employee has blanket temporary travel authorization, and is expected to travel the major portion of each month, the employee may be placed upon permanent travel status.~~

~~b. Upon determination of the employee's estimated monthly expenses, if such expenses exceed \$100, the employee may be provided with a single advance in an amount sufficient to cover such expenses for one month, provided such amount may not exceed the semi-monthly salary of the employee.~~

~~c. Subsequent to the initial advance, the employee shall submit appropriate claims and be reimbursed as heretofore provided, with any unused portion of the advance to be returned upon termination of the employee's permanent travel status.~~

3. Temporary Travel Advances

a. ~~When temporary travel is authorized for an employee, the employee is authorized for an employee, the employee should exhaust all efforts to obtain a travel card, when feasible. In emergency situations, or when a travel card is not practical, an employee~~ may receive an advance, provided a request for the advance, including estimated expenses, is submitted to the appropriate approving authority with the request for written authorization for the travel, and is approved.

b. An amount equal to 80% of the estimated out of pocket expenditures will be allowed as an advance, however, no advance less than \$100 will be made.

c. Students traveling under individual authorizations or an employee traveling with a student or students who is responsible for disbursing all funds for the trip may be advanced 100% of the amount of the authorization.

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4.3. Payroll Deduction Authorization

- a. Each employee receiving a permanent or temporary travel advance for the first time must sign a payroll deduction authorization form which will allow Tennessee Tech to recover the advance from any salary owed the employee in the event of termination of employment or failure to submit a travel claim.
- b. This deduction from payroll should be used as a last resort only in the event all other efforts to collect the advance have failed.

5.4. Expense Claim

- a. Upon return, the employee should submit an expense claim detailing his/her actual expenditures. This claim should show the total expenses incurred. The advanced amount should be subtracted from this total. The excess expenses will be reimbursed to the employee.
- b. No advance should exceed actual expenses. If this does happen, however, the excess should be returned by the employee to the business office for deposit as a credit against the original advance with proper distribution being made of the actual expenses incurred.
- c. In the latter instance, the expense account claim should be forwarded to the business office with notification to file it with the advance request.

6.5. Non-business Expenses

- a. You are eligible for reimbursement of travel expenses if your trip was entirely business related.
- b. If your trip was primarily for business and, while at your business destination, you extended your stay, made a personal side trip, or had other personal activities, you can obtain reimbursement for only your business related travel expenses.
- c. These expenses include the travel costs of getting to and from your business destination but do not include additional lodging, parking, and per diem for the days not required for the business travel.
- d. Additional days are not considered business related unless they are necessary to provide rest or sleep required for you to properly perform your duties.

I. Athletic and Other Student Group Travel

I.

1. Athletic Recruiting

- a.** If a staff member has a "courtesy vehicle" due to his/her association with Tennessee Tech, the maximum rate allowed will be the rate allowed under these policies, less the portion of the IRS business standard mileage rate treated as depreciation.
- b.** The following are subject to prior approval by the president or designee:
 - i.** Blanket travel authorization for scouting or recruiting; and
 - ii.** The travel of visitors and guests at institutional expense for any occasion related to recruiting.
- c.** The actual cost of guest meals may be claimed when incurred by a staff member for recruiting purposes. Such claims must be submitted in appropriate detail. Receipts are required.
- d.** Student Recruits
 - i.** Staff members are responsible for compliance with pertinent NCAA and conference rules regarding student recruits.
 - ii.** Lodging in campus facilities may be arranged if space is available. If campus space is not available, arrangements may be made for lodging in local motels/hotels, and, with the approval of the athletic director or designee, may be charged to the athletic department.
 - iii.** If available, the use of campus dining services should be arranged and costs may be charged to the athletic department. If necessary, staff members will be reimbursed at cost for off-campus meals, with reasonable and customary gratuities allowed. Receipts must accompany claims.
 - iv.** Transportation may be arranged through a local travel service and charged to the athletic department with the approval of the athletic director or designee. Automobile mileage may be reimbursed to a student recruit at the maximum rate allowed under this policy and procedures for the use of a personal vehicle.
- v.** Entertainment expenses may be reimbursed at cost within NCAA and conference rules.

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2. Travel

- a. Institution officials and guests of the institution that accompany the team or student groups on trips must be approved in advance by the President or designee.
- b. In all cases, team and group transportation will be arranged through established institutional procedures, and travel itineraries are to be arranged in advance.
- iii. Documentation must be maintained in the athletic or other appropriate departments or offices indicating that various cost alternatives have been explored before making all arrangements and reservations.
- iv. However, if such arrangements are made by Tennessee Tech's purchasing office, that office should maintain the appropriate documentation.
- ~~e.~~—A roster of all individuals on a particular trip must be included with the itinerary documentation for proper accounting and auditing purposes and filed with the travel ~~claim~~.
- ~~d.~~—~~A travel advance in the amount of 100% of the estimated trip expenses may be allowed. One person from the athletic department or coach staff member who is familiar with the travel regulations will be responsible for the advance and all bills connected with team or group travel.~~
- ~~c.~~ expense report.
- e.d. Receipts are required for all team or group travel expenses.
- f.e. Actual lodging expenses will be reimbursed.
 - v. Documentation must be maintained in the athletic department or other appropriate department or office indicating that various cost alternatives have been explored before making all arrangements and reservations.
 - vi. However, if such arrangements are made by the institution's purchasing office, that office should maintain the appropriate documentation.
- g.f. Miscellaneous expenses, such as movies while on trips, must be supported by receipts.

h.g. Telephone calls by staff members for business purposes may be claimed with documentation

i.h. Individual meals associated with team or group travel will follow this policy.

j.i. All team or group meals and snacks will be reimbursed at actual cost.

vii. Gratuities not to exceed reasonable and customary rates are allowed.

viii. Appropriate documentation and receipts are required.

k.j. All travel claims and requisitions for team or group travel must be approved in writing by the appropriate approving authority.

3. Faculty who lead student group travel (abroad or domestic) must follow all requirements found in TTU Policy 215 (Faculty-led Domestic Trips) and TTU Policy 290 (Faculty-Led Study Abroad Short-Term Programs)

11.2

J. Exceptions

1. The President shall have the authority to grant exceptions to any part or all of the provisions of this policy when deemed appropriate and necessary; however, any exception directly affecting the President must be approved by the Chair of the Board of Trustees. Two areas of standing exceptions to the travel policy are provided. The first exception applies only to the President and Tennessee Tech employees traveling in the company of the President. The second exception applies to members of the Tennessee Tech Board of Trustees.
2. The first exception related to the President corresponds with Exception Number Three of the State's Comprehensive Travel Regulations. Special rates for this exception are found in the ~~following addendum~~ **Travel Addendum** titled Special Rates Under Exception One. All provisions of Sections A through H of this policy shall be applicable unless superseded by the following.
 - a. Transportation: First class travel on common carrier shall be allowable at the option of the above designated persons when accompanying others not employed by Tennessee Tech who are traveling in first class accommodations.
 - b. Charges for automobile rental shall be allowed whenever it is more economical than alternative methods of transportation or whenever it is the only practical means of transportation.

- 3. The second exception - members of the Board of Trustees shall be reimbursed for travel in the performance of their official duties in accordance with applicable provisions of the general policy unless superseded by the following, which corresponds with Exception Number Four of the State’s Comprehensive Travel Regulations, provided that necessary approvals shall be made by the President. Members of the Board of Trustees shall be reimbursed by Tennessee Tech for all allowable travel expenses upon submission of a Travel Expense Claim Form and appropriate receipts. Special rates for this exception are found in the following addendum under the title Special Rates Under Exception Two.

V. Interpretation

The Vice President for Planning and Finance or his/her designee has the final authority to interpret the terms of this policy.

VI. Citation of Authority for Policy

T.C.A. § 49-8-203(a)(1)(C); Tennessee Department of Finance and Administration: Policy 8 – Comprehensive Travel Regulations

Approved by:

- Administrative Council: February 22, 2017; **April 6, 2022**
- University Assembly: April 4, 2017; **April 20,2022**
- Board of Trustees: June 15, 2017;

11.2

**Tennessee Technological University
Policy No. 506**



**General and Group
Travel Policies**

11.3

Effective Date: July 1, 2017

Policy No.: 506

Policy Name: General and Group Travel Policies

Revised Date: July 1, 2022

I. Purpose

This policy sets forth appropriate reimbursement rates and guidelines for all expenses incurred on official business travel for Tennessee Tech. Provisions of this policy also may apply to individuals other than employees who are authorized to travel at Tennessee Tech expense. Specific provisions of the policy also address the travel of Board members. Authorization for travel will not be granted and expenses will not be reimbursed unless the travel is made and reimbursement claimed in accordance with this policy and any approved exceptions hereto.

All travel must be consistent with the educational, research, and professional needs of Tennessee Tech. Employees must conduct all travel with integrity, in compliance with applicable laws, policies, and procedures, and in a manner that excludes considerations of personal advantage. Employees must exercise good judgment and conduct all aspects of travel in a cost-efficient manner.

II. Review

This policy will be reviewed every two years or whenever circumstances require review, whichever is earlier, by the Associate Vice President for Business and Fiscal Affairs in consultation with the Vice President for Planning and Finance, with recommendations for revision presented to the Administrative Council, University Assembly, and the Board of Trustees.

III. Definitions

Clerical and Support Employee: for purposes of this policy, employees who are not faculty and who are classified under the Fair Labor Standards Act as non-exempt.

IV. Policy

A. Authorization for general travel will not be granted and expenses will not be reimbursed unless the travel is made and reimbursement claimed in accordance with this policy, as may be amended from time to time. Reimbursement for travel expenses shall be limited to expenses incurred upon travel authorized in advance in accordance with Section B.

1. Travel which may be authorized, and pursuant to which expenses may be reimbursed, shall be limited to the following:

a. Travel which is necessary for the proper execution of official Tennessee Tech business, or in justifiable pursuit of Tennessee Tech's educational and research objectives; or

a.m. meeting in Atlanta, GA. Assume the employee needs to work a full day prior to the trip. It would be less expensive and more convenient to drive rather than fly. The employee leaves the night before and drives to within two hours of Atlanta. Then the employee spends the night, continues the drive the next morning, and arrives for the 9:00 a.m. meeting. This will be reimbursed but is not considered en route lodging as it did not add an additional day of lodging expense to the normal travel expenses.

4. The limitations on travel expenses contained herein are maximum amounts above which reimbursement shall not be made. Employees are expected to be as conservative as possible in incurring travel expenses.
5. Reimbursement for travel expenses shall only be allowed for actual expenses incurred, subject to the maximum limitations shown on the Travel Addendum.
 - a. Receipts must accompany claims for reimbursement for all expenses exceeding the amount cited on the Travel Addendum.
 - b. Receipts are not required for meals reimbursed by per diem rates, taxi fares, tolls, and ferry fees.
 - c. Lodging receipts are required and must itemize room charges and taxes. No expenses shall be reimbursed until after travel has been completed.
6. Internet travel sites such as Expedia, Travelocity, or Kayak can be utilized to purchase single travel services such as an airline ticket. Internet travel sites cannot be used to purchase a package of more than one travel service. Purchases of travel packages that combine services such as lodging, airline, or vehicle rentals are not allowed. These package deals do not usually provide sufficient itemized pricing for each service purchased and therefore do not allow for proper comparison to rates per U. S. General Services Administration for federal employees within the continental United States ([CONUS](#)) or conference rates as required by policy.
7. Tennessee Tech issued credit cards (Procurement cards) may be used for the advance payment of registration fees, airline tickets, and baggage fees. Tennessee Tech issued travel credit cards (travel cards) may be used for most expenses incurred while in the state of travel, including advance payment of registration fees, hotel charges, airline tickets, and baggage fees. Gas for personal vehicle usage and meal expenses acquired during travel may not be charged to the travel card. These cards may only be used by the individual whose name appears on the card.

B. Authorization of Travel

- 1.** The President or his/her designee shall have authority to approve travel by employees or students of Tennessee Tech. Each employee should consult with his/her administrative officer for the appropriate department's or division's approval procedures.
- 2.** In State Travel
 - a.** All employees should obtain prior authorization for in state travel by the employee's appropriate approving authority, except as noted in item b. below. Authorization may be verbal, written, or electronic.
 - b.** Written authorization may not be necessary for in state travel where the expected expenses will not be substantial, or when there is no advance notice of the circumstances necessitating the travel, and such travel is approved orally by the appropriate approving authority.
 - c.** Employees whose employment requires frequent in state travel may obtain blanket authorization in writing for such travel.
- 3.** Out of State Travel
 - a.** All employees must obtain prior authorization for out of state travel, which must be approved by the employee's appropriate approving authority. The travel expense management system (Chrome River) should be used to capture this approval by preparing and submitting a pre-approval expense report.
 - b.** The pre-approval report must show the name of the person traveling, purpose of the trip, destinations, date of departure and return, mode of transportation, and estimated expenses. Availability of funds should be verified prior to submitting the report. Estimated expenses will be encumbered on the appropriate funds within the Banner Finance system.
 - c.** If, in the normal course of official business, the employee must routinely travel into another state and back in the same day, such travel will be considered in-state travel and shall be subject to the in-state travel provisions. This exception applies for trips which do not exceed 50 miles into another state.
 - d.** Employees whose employment requires frequent out-of-state travel may obtain blanket authorization in writing for such travel.
- 4.** All Other Travel
 - a.** Authorization for travel by an employee to Alaska, Hawaii, and all out-of-country travel shall be subject to approval by the President (or designee). The travel expense management system should be used for this authorization. A

memorandum explaining the purpose of the travel should be attached to the pre-approval report. All academic areas should obtain approval from the Provost and any other required departmental approvals prior to submission.

- b.** Authorization for travel to Alaska, Hawaii, and all out-of-country travel by the president shall be subject to approval by the Tennessee Tech Board of Trustees.

C. Transportation

1. General

- a.** All travel must be by the most direct or expeditious route possible and any employee who travels by an indirect route must bear any extra expense occasioned thereby.
- b.** When work is performed by an employee in route to or from the official station, reimbursable mileage is computed by deducting the employee's normal commuting mileage from the actual mileage driven in performing the work in route to or from the official station. For example, if an employee normally commutes 10 miles (20 miles round trip), and performs work on the way home from the official station which results in 12 miles driven, the mileage reimbursement will be for 2 miles only, as that is the amount of mileage in excess of the employee's normal commute. In no instance shall mileage claimed for reimbursement exceed actual miles traveled.

2. Mode of Transportation

- a.** Transportation for employees traveling singly should be by common carrier (air, train, or bus) whenever practical.
- b.** The use of air travel is recommended when time is an important factor or when the trip is so long that other methods of travel would increase the subsistence expense.
- c.** Automobile transportation may be used to save time when common carrier transportation cannot be satisfactorily scheduled, or to reduce expenses when two or more employees are making the trip.
- d.** Reimbursement for personal vehicle use may be claimed at the lesser of the standard mileage rate or comparable cost of commercial transportation including taxi fares and/or limousine charges.

3. Common Carrier Travel

- a. When travel is by common carrier, the fare must not exceed the standard coach fare charged the general public, and advantage must be taken of round trip rates when available.
- b. The employee's copy of the ticket, or an acceptable receipt, must be submitted for reimbursement of common carrier expenses.
- c. Baggage fees will be allowed when necessary. A receipt is required for reimbursement. Other fees, such as early boarding passes and extra legroom, will not be reimbursed.
- d. Charges for trip insurance are not reimbursable. The State of Tennessee is self-insured and does not purchase separate insurance, and therefore will not reimburse for insurance purchases made for trips.

4. Chartered Aircraft

- a. Generally, faculty and staff (including group travel and athletics) whose duties require travel will use commercial ground and air carriers or an institutional automobile. However, a chartered aircraft may be used if time and/or distance preclude ground travel or if a commercial air service is either unavailable or does not meet the needs of the traveler(s).
- b. The president shall assign the following duties to a responsible official:
 - i. Reviewing and approving requests for charter air services;
 - ii. Scheduling charter flights; and
 - iii. Informing those who request charter flights of the charter company's policy on canceling scheduled flights.
- c. Charter services will be utilized only when it can be shown that the charter does not exceed the sum of all traveling costs by commercial carrier (e.g. transportation, meals, and lodging) or that circumstances necessitate travel when no other means is available.
- d. The charter company must provide the institution with an original, itemized invoice showing the beginning and ending dates of the charter, the origin and destination of each flight, and the names of passengers on each flight.

5. Automobile Travel

- a.** When travel by automobile is appropriate, employees may use Tennessee Tech owned automobiles whenever available and feasible. However, Tennessee Tech owned vehicles should be used only on official business.
 - i.** When transportation is by a Tennessee Tech owned automobile, tolls, parking, gasoline, and storage expenses are allowable.
 - ii.** When using Tennessee Tech owned automobiles, employees will be furnished with courtesy cards for purchase of gasoline, oil, and other automobile services, and such expenses should not be claimed by employees as travel expenses.
 - iii.** Emergency out-of-pocket expenses, such as towing or emergency repairs, will be reimbursed but must be accompanied by proper receipt identifying the automobile and itemizing the services. Such expenditures must be of an emergency nature when immediate service is required and access to a state facility is not possible.
 - iv.** Major repairs should be approved by campus officials prior to work being performed. Such expenditures are allowed but should be filed for reimbursement separately.

- b.** Personally-Owned Automobiles
 - i.** Mileage reimbursement rates are determined by the State of Tennessee Department of Finance and Administration and can be found on the [General Reimbursement Schedule](#) in the State's Comprehensive Travel Regulations.
 - ii.** The authorized mileage allowance includes all operating expenses such as gas, oil, and repairs precluding any separate claim for such items.
 - iii.** Google Maps will be used within the travel expense management system to determine point-to-point and/or vicinity mileage.
 - iv.** Procedures for calculating mileage are based on the fact that Tennessee Tech is prohibited from reimbursing employees for normal commuting mileage.
 - v.** If an employee begins or ends a trip at his/her official station, reimbursable mileage will be the mileage from the official station to the destination.
 - vi.** If work is performed by an employee in route to or from the official station, reimbursable mileage is computed by deducting the employee's normal commuting mileage from the actual mileage driven.

- vii.** If an employee begins or ends a trip at a personal residence without stopping at the employee's official station, reimbursable mileage will be the lesser of the mileage from the employee's residence to the work destination or from the official station to the work destination.
- viii.** On weekends and holidays, the employee may typically be reimbursed for actual mileage from his/her residence to the destination. If an employee travels between destinations without returning to his/her official station or his/her residence, reimbursable mileage is the actual mileage between those destinations.
- ix.** The travel claim must indicate the employee's itinerary and must show the official business mileage. Business mileage as indicated by Google Maps in the travel expense management system for out of state routes will be regarded as official. Vicinity mileage must be reported on a separate line and not included with point to point mileage. Only mileage on official business may be claimed.
- x.** Necessary charges for hotel and airport parking will be allowed.

c. Automobile Accident Reporting

- i.** Tennessee Tech University employees should contact the State of Tennessee Auto Accident Call Center if they are involved in an auto accident while driving a state vehicle, rental, or personal vehicle while on official Tennessee Tech business.
- ii.** All employees should have Auto Accident Reporting Instructions and Damage Notification Card in the vehicle when travelling for business purposes.

6. Limousine and Taxi Service

- a.** When travel is by common carrier, reasonable limousine and taxi fares will be allowed for necessary transportation.
- b.** Bus or limousine service to and from airports will be used when available and practical.
- c.** After arrival at destination, necessary taxi fares for traveling between hotels or lodging and meeting or conference will be allowed.
- d.** No receipt is required for reimbursement of reasonable taxi fares.

7. Car Rentals at Destination

- a.** Charges for automobile rental shall be allowed whenever it is more economical than alternative methods of transportation or it is the only practical means of transportation.
- b.** Charges for insurance for rented automobiles are not reimbursable. The State of Tennessee is self-insured and does not purchase separate insurance, and therefore will not reimburse for insurance purchases made for rental vehicles.
- c.** Employees should refuel before returning vehicles when possible.

8. Tolls and Ferry Fees

- a.** Reasonable tolls and ferry fees will be allowed when necessary.
- b.** No receipt is required for reimbursement of tolls and ferry fees.

9. Daily Parking Fees

- a.** Employees required to utilize commercial parking facilities in the daily performance of duties, or while on travel status, will be allowed reimbursement for actual costs.
- b.** Receipt is required if the fee exceeds the maximum indicated per day (see Travel Addendum).

10. Unnecessary meals and lodging expenses which are occasioned by the use of an automobile for reasons of the employee's personal convenience, or which are due to travel by an indirect route, will not be allowed.

11. If travel is by common carrier, the employee will be reimbursed for expenses in traveling to and from the common carrier including related parking expenses. Receipts must be furnished on airport and hotel parking exceeding maximum parking allowance in Travel Addendum.

D. Lodging

- 1.** Lodging expenses incurred within the state while on authorized travel will be reimbursable to the maximum shown on the Travel Addendum.
- 2. Out of State Lodging**
 - a.** Lodging expenses incurred out of the state while on authorized travel will be reimbursable to the maximum shown on the Travel Addendum.

11.3

- b. The maximum per diem rates include a fixed allowance for meals and for incidental expenses (M&I).
 - c. The M&I rate, or fraction thereof, is payable to the traveler without itemization of expenses or receipts.
 - d. Incidentals are intended to include miscellaneous costs associated with travel such as tips for baggage handling, phone calls home, etc.
 - e. The M&I rates for out-of-state travels are the same as those for federal employees, and are available on the General Services Administration's web site. As with lodging, there is a standard rate for the continental United States ([CONUS](#)), and a list of exceptions.
 - f. Reimbursement for meals and incidentals for the day of departure shall be three-fourths of the appropriate M&I rate (either the in-state rate or [CONUS](#) rate for out-of-state travel) at the rate prescribed for the lodging location.
 - g. Reimbursement for M&I for the day of return shall be three-fourths of the M&I rate applicable to the preceding calendar day.
 - h. The CONUS [M&I Breakdown](#) should be used to determine the single meal allowance and the three-fourths calculation, when appropriate.
 - i. Reimbursement for meals will not be permitted when overnight travel is not involved.
- 2. Out-of-country meals are reimbursed at the Outside CONUS ([OCONUS](#)) per diem rate. Reimbursements for actual receipts can be reimbursed if kept.
 - 3. When the expenses for an official banquet of a meeting or conference are in excess of the meal allowance, the excess will be allowed provided a receipt or proper explanation of the charge is submitted.

F. Miscellaneous Expenses

- 1. Expenses for entertainment (employee or others), laundry, tips and gratuities, etc., are personal expenses and will not be reimbursed in excess of the incidental portion of the M&I rate.
- 2. Telephone, Internet and Fax Expenses
 - a. Charges for long distance telephone calls, internet, and/or fax on official business will be allowed.
 - b. Charges for necessary local calls on official business will be allowed.

3. Registration fees for approved conferences, conventions, seminars, meetings, etc., will be allowed including cost of official banquets and/or luncheons, if authorized in advance by the appropriate approving authority, and provided receipts are submitted with the travel claim.
4. Fees for the handling of equipment or promotional materials will be allowed up to the maximum indicated (see Travel Addendum).

G. Claims

1. Expense reports in the travel expense management system (Chrome River), approved by the Vice President for Planning and Finance, shall be used for reimbursement of expenses.
2. The report must show movement and detail of expenses on a daily basis, be approved by the employee, and be approved by the appropriate approving authority prior to reimbursement.
3. Receipts for appropriate expenses must be attached and submitted with the expense report for reimbursement.
4. Expenses for books, supplies, postage, and other items that do not constitute actual traveling expenses should not be included in the expense report.
5. Claims for reimbursement for travel expenses should be submitted no later than thirty (30) days after completion of the travel.
6. Complete travel claims and requisitions in accordance with the [Procedures Manual for Completing Travel Claims and Requisitions](#).

H. Travel Advances

1. Normally travel expenses should be paid using a Tennessee Tech travel card, when authorized, or when incurred by an employee, with reimbursement made to the employee for actual expenses upon proper submission of a claim for travel expenses. Advances to employees for anticipated travel expenses may be made under the circumstances hereinafter described as temporary travel advances. Travel advances for Clerical and Support employees are approved by their immediate supervisor. Travel advances for exempt employees must be approved by the President or his/her designee.
2. Temporary Travel Advances

- a. When temporary travel is authorized for an employee, the employee should exhaust all efforts to obtain a travel card, when feasible. In emergency situations, or when a travel card is not practical, an employee may receive an advance, provided a request for the advance, including estimated expenses, is submitted to the appropriate approving authority with the request for written authorization for the travel, and is approved.
- b. An amount equal to 80% of the estimated out of pocket expenditures will be allowed as an advance, however, no advance less than \$100 will be made.
- c. Students traveling under individual authorizations or an employee traveling with a student or students who is responsible for disbursing all funds for the trip may be advanced 100% of the amount of the authorization.

3. Payroll Deduction Authorization

- a. Each employee receiving a permanent or temporary travel advance for the first time must sign a payroll deduction authorization form which will allow Tennessee Tech to recover the advance from any salary owed the employee in the event of termination of employment or failure to submit a travel claim.
- b. This deduction from payroll should be used as a last resort only in the event all other efforts to collect the advance have failed.

4. Expense Claim

- a. Upon return, the employee should submit an expense claim detailing his/her actual expenditures. This claim should show the total expenses incurred. The advanced amount should be subtracted from this total. The excess expenses will be reimbursed to the employee.
- b. No advance should exceed actual expenses. If this does happen, however, the excess should be returned by the employee to the business office for deposit as a credit against the original advance with proper distribution being made of the actual expenses incurred.
- c. In the latter instance, the expense account claim should be forwarded to the business office with notification to file it with the advance request.

5. Non-business Expenses

- a. You are eligible for reimbursement of travel expenses if your trip was entirely business related.

- b.** If your trip was primarily for business and, while at your business destination, you extended your stay, made a personal side trip, or had other personal activities, you can obtain reimbursement for only your business related travel expenses.
- c.** These expenses include the travel costs of getting to and from your business destination but do not include additional lodging, parking, and per diem for the days not required for the business travel.
- d.** Additional days are not considered business related unless they are necessary to provide rest or sleep required for you to properly perform your duties.

I. Athletic and Other Student Group Travel

1. Athletic Recruiting

- a.** If a staff member has a "courtesy vehicle" due to his/her association with Tennessee Tech, the maximum rate allowed will be the rate allowed under these policies, less the portion of the IRS business standard mileage rate treated as depreciation.
- b.** The following are subject to prior approval by the president or designee:
 - i.** Blanket travel authorization for scouting or recruiting; and
 - ii.** The travel of visitors and guests at institutional expense for any occasion related to recruiting.
- c.** The actual cost of guest meals may be claimed when incurred by a staff member for recruiting purposes. Such claims must be submitted in appropriate detail. Receipts are required.
- d.** Student Recruits
 - i.** Staff members are responsible for compliance with pertinent NCAA and conference rules regarding student recruits.
 - ii.** Lodging in campus facilities may be arranged if space is available. If campus space is not available, arrangements may be made for lodging in local motels/hotels, and, with the approval of the athletic director or designee, may be charged to the athletic department.
 - iii.** If available, the use of campus dining services should be arranged and costs may be charged to the athletic department. If necessary, staff

members will be reimbursed at cost for off-campus meals, with reasonable and customary gratuities allowed. Receipts must accompany claims.

- iv. Transportation may be arranged through a local travel service and charged to the athletic department with the approval of the athletic director or designee. Automobile mileage may be reimbursed to a student recruit at the maximum rate allowed under this policy and procedures for the use of a personal vehicle.
- v. Entertainment expenses may be reimbursed at cost within NCAA and conference rules.

2. Travel

- a. Institution officials and guests of the institution that accompany the team or student groups on trips must be approved in advance by the President or designee.
- b. In all cases, team and group transportation will be arranged through established institutional procedures, and travel itineraries are to be arranged in advance.
 - i. Documentation must be maintained in the athletic or other appropriate departments or offices indicating that various cost alternatives have been explored before making all arrangements and reservations.
 - ii. However, if such arrangements are made by Tennessee Tech's purchasing office, that office should maintain the appropriate documentation.
- c. A roster of all individuals on a particular trip must be included with the itinerary documentation for proper accounting and auditing purposes and filed with the travel expense report.
- d. Receipts are required for all team or group travel expenses.
- e. Actual lodging expenses will be reimbursed.
 - i. Documentation must be maintained in the athletic department or other appropriate department or office indicating that various cost alternatives have been explored before making all arrangements and reservations.
 - ii. However, if such arrangements are made by the institution's purchasing office, that office should maintain the appropriate documentation.

- f. Miscellaneous expenses, such as movies while on trips, must be supported by receipts.
 - g. Telephone calls by staff members for business purposes may be claimed with documentation
 - h. Individual meals associated with team or group travel will follow this policy.
 - i. All team or group meals and snacks will be reimbursed at actual cost.
 - i. Gratuities not to exceed reasonable and customary rates are allowed.
 - ii. Appropriate documentation and receipts are required.
 - j. All travel claims and requisitions for team or group travel must be approved in writing by the appropriate approving authority.
3. Faculty who lead student group travel (abroad or domestic) must follow all requirements found in TTU Policy 215 (Faculty-led Domestic Trips) and TTU Policy 290 (Faculty-Led Study Abroad Short-Term Programs)

J. Exceptions

- 1. The President shall have the authority to grant exceptions to any part or all of the provisions of this policy when deemed appropriate and necessary; however, any exception directly affecting the President must be approved by the Chair of the Board of Trustees. Two areas of standing exceptions to the travel policy are provided. The first exception applies only to the President and Tennessee Tech employees traveling in the company of the President. The second exception applies to members of the Tennessee Tech Board of Trustees.
- 2. The first exception related to the President corresponds with Exception Number Three of the State's Comprehensive Travel Regulations. Special rates for this exception are found in the [Travel Addendum](#) titled Special Rates Under Exception One. All provisions of Sections A through H of this policy shall be applicable unless superseded by the following.
 - a. Transportation: First class travel on common carrier shall be allowable at the option of the above designated persons when accompanying others not employed by Tennessee Tech who are traveling in first class accommodations.

- b.** Charges for automobile rental shall be allowed whenever it is more economical than alternative methods of transportation or whenever it is the only practical means of transportation.
- 3.** The second exception - members of the Board of Trustees shall be reimbursed for travel in the performance of their official duties in accordance with applicable provisions of the general policy unless superseded by the following, which corresponds with Exception Number Four of the State’s Comprehensive Travel Regulations, provided that necessary approvals shall be made by the President. Members of the Board of Trustees shall be reimbursed by Tennessee Tech for all allowable travel expenses upon submission of a Travel Expense Claim Form and appropriate receipts. Special rates for this exception are found in the following addendum under the title Special Rates Under Exception Two.

V. Interpretation

The Vice President for Planning and Finance or his/her designee has the final authority to interpret the terms of this policy.

VI. Citation of Authority for Policy

T.C.A. § 49-8-203(a)(1)(C); Tennessee Department of Finance and Administration: Policy 8 – Comprehensive Travel Regulations

Approved by:

- Administrative Council: February 22, 2017; April 6, 2022
- University Assembly: April 4, 2017; April 20, 2022
- Board of Trustees: June 15, 2017;

11.3



Agenda Item Summary

Date: June 23, 2022

Agenda Item: TTU Policy 600 (Code of Conduct)

Review

Action

No action required

PRESENTERS: Dr. Claire Stinson, Vice President for Planning & Finance

PURPOSE & KEY POINTS:

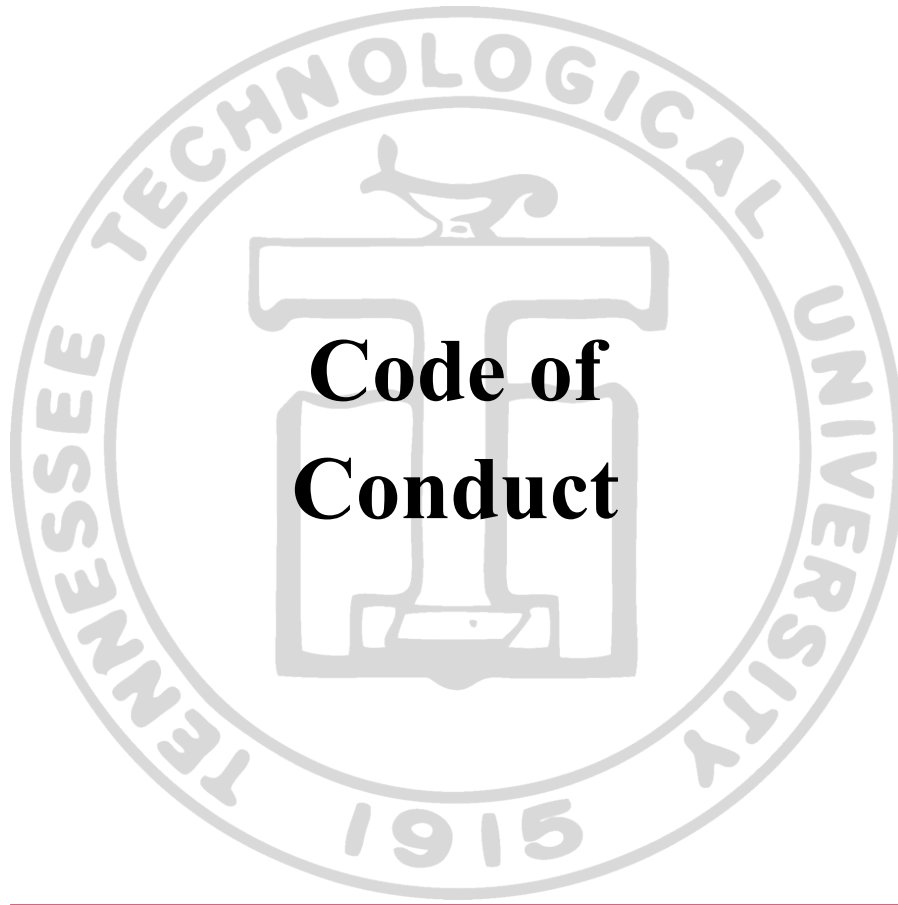
The Code of Conduct Policy was reviewed, and minor changes were made to provide improved clarity in the following areas:

- Adding to the definition of an employee to include administrators, faculty, and staff in III.A.
- Inserting language in III. C. that conveys the due process rights associated with code of conduct violations for the appearance of unethical or irresponsible conduct.
- Adding a reference to insubordination for refusal to follow lawful directives in E. 3.

Tennessee Technological University
Policy No. 600

12.2

Effective Date: July 1, 2017



12.2



12.2

Policy No.: 600

Policy Name: Code of Conduct

Revised Date: July 1, 2022

I. Purpose

This policy provides guidance to Tennessee Tech employees on how to conduct themselves in an ethical and responsible manner.

II. Review

This policy will be reviewed every four years or whenever circumstances require review, whichever is earlier, by the Associate Vice President for Human Resources in consultation with the Vice President for Planning and Finance, with recommendations for revision presented to the Administrative Council and University Assembly. All substantive revisions are subject to review by the Board Audit & Business Committee.

III. Policy

- A. Employees of Tennessee Tech- (e.g., administrators, faculty, and staff) are expected to act in a manner that will enhance the name, service, and general impression of Tennessee Tech and the State of Tennessee. As such, employees are expected to follow and uphold Tennessee Tech’s Code of Conduct as outlined below in Section E.
- B. Employees who violate the Code of Conduct will be subject to disciplinary action as outlined in TTU Policy 650 (Disciplinary Action).
- C. The appearance of unethical or irresponsible conduct, whether or not such conduct has actually occurred, can be damaging to Tennessee Tech. ~~As such, any~~ Subject to grievance procedures, tenure, and other legal protections, the appearance of unethical or irresponsible conduct may ~~also be, in some cases,~~ constitute a violation of the Code of Conduct and subject ~~an employee~~ to disciplinary action.
- D. Employees are required to cooperate fully in any investigation related to a violation of the Code of Conduct.
- E. Code of Conduct
 - 1. In carrying out Tennessee Tech’s educational, research, and public service missions, Tennessee Tech relies on the ethical and responsible conduct of all employees. Employees are expected to conduct themselves fairly, honestly, in good faith, and in accordance with the highest ethical and professional

standards and to comply with applicable laws, regulations, contractual obligations, and Tennessee Tech policies.

2. Employees are expected to be committed to creating an environment that promotes academic freedom, diversity, fair treatment, and respect for all faculty, staff, students, and the general public.
 3. Employees shall not refuse to accept reasonable job assignments or intentionally fail to follow lawful instructions.- The refusal of an employee to comply with the lawful directives of authorized university officials constitutes insubordination. Employees must also accurately report work time and attendance.
 4. Employees are expected to maintain the highest levels of integrity and objectivity as they perform their duties. As such, employees are expected to take all reasonable precautions and seek appropriate guidance to ensure their outside interests do not place them in conflict with carrying out their duties and responsibilities to Tennessee Tech in accordance with TTU Policy 132 (Conflict of Interest).
 5. Employees must use Tennessee Tech property, funds, technology, time, and other resources for legitimate business purposes. Employees must not use Tennessee Tech resources for personal gain or to benefit third parties.
 6. Employees must conduct research with the highest integrity and in compliance with federal, state, and local laws and regulations and Tennessee Tech policies. Employees involved in conducting research are expected to become familiar with applicable laws, regulations, and policies.
 7. Employees are entrusted with a variety of confidential information about students, faculty, staff, alumni, donors, research sponsors, licensing partners, and others. Employees must access, use, protect, disclose, preserve, and dispose of confidential information in compliance with applicable laws, regulations, and Tennessee Tech policies.
 8. Employees are expected to be committed to protecting the health and safety of all Tennessee Tech students, faculty, staff, and visitors. Employees are expected to exercise good health and safety practices and to comply with all health and safety laws and regulations.
- F. Employees are expected to report any good-faith concern as soon as reasonably possible after knowledge that a violation of the Code may have occurred.
1. Employees may submit the [General Complaint Form](#) anonymously or report the suspected violation to the Associate Vice President for Human Resources.

2. If the complaint falls under TTU Policy 141 (Discrimination and Harassment), TTU Policy 143 (Sexual Misconduct), TTU Policy131 (Preventing and Reporting Fraud, Waste, or Abuse), or any other Tennessee Tech policy outside the scope of Human Resources, the Associate Vice President for Human Resources or Director for Internal Audit will forward to the appropriate individual for investigation.

IV. Interpretation

The Associate Vice President for Human Resources or his/her designee has the final authority to interpret the terms of this policy.

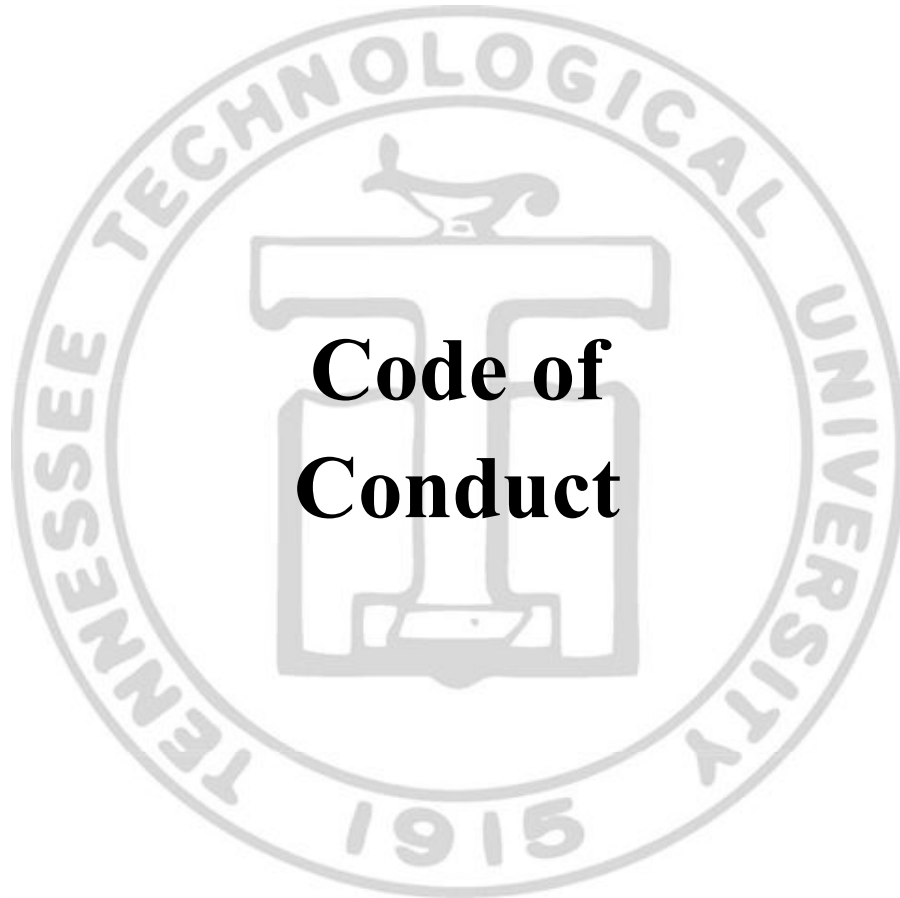
V. Citation of authority for policy

T.C.A. § 4-35-103 (b) & (c)

Approved by:

Administrative Council:	April 5, 2017; April 6, 2022
University Assembly:	April 19, 2017; April 20, 2022
Reviewed by Audit & Business Committee:	June 15, 2017

**Tennessee Technological University
Policy No. 600**



**Code of
Conduct**

12.3

Effective Date: July 1, 2017

Policy No.: 600

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- E.** Code of Conduct
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 3. Employees shall not refuse to accept reasonable job assignments or intentionally fail to follow lawful instructions. The refusal of an employee to comply with the lawful directives of authorized university officials constitutes insubordination. Employees must also accurately report work time and attendance.
 4. Employees are expected to maintain the highest levels of integrity and objectivity as they perform their duties. As such, employees are expected to take all reasonable precautions and seek appropriate guidance to ensure their outside interests do not place them in conflict with carrying out their duties and responsibilities to Tennessee Tech in accordance with TTU Policy 132 (Conflict of Interest).
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 6. Employees must conduct research with the highest integrity and in compliance with federal, state, and local laws and regulations and Tennessee Tech policies. Employees involved in conducting research are expected to become familiar with applicable laws, regulations, and policies.
 7. Employees are entrusted with a variety of confidential information about students, faculty, staff, alumni, donors, research sponsors, licensing partners, and others. Employees must access, use, protect, disclose, preserve, and dispose of confidential information in compliance with applicable laws, regulations, and Tennessee Tech policies.
 8. Employees are expected to be committed to protecting the health and safety of all Tennessee Tech students, faculty, staff, and visitors. Employees are expected to exercise good health and safety practices and to comply with all health and safety laws and regulations.
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V. Citation of authority for policy

T.C.A. § 4-35-103 (b) & (c)

Approved by:

Administrative Council:	April 5, 2017; April 6,2022
University Assembly:	April 19, 2017; April 20, 2022
Reviewed by Audit & Business Committee:	June 15, 2017



Agenda Item Summary

Date: June 23, 2022

Agenda Item: Faculty Promotions

Review

Action

No action required

PRESENTERS: Provost Bruce

PURPOSE & KEY POINTS: Decisions and supporting documentation for granting promotions to eligible faculty members.

13.1

Tennessee Tech University
Board of Trustees



FACULTY PROMOTIONS EFFECTIVE AUGUST 1, 2022

	Name	Department/School	College	Current Rank	New Rank
1	Adduci, Michael	Music	Fine Arts	Assistant Professor	Associate Professor
2	Beach, Jason	Curriculum & Instruction	Education	Associate Professor	Professor
3	Blair, Jeremy	Art, Craft & Design	Fine Arts	Assistant Professor	Associate Professor
4	Burgin, Chris	Counseling & Psychology	Education	Associate Professor	Professor
5	Chen, Pinggen	Mechanical Engineering	Engineering	Assistant Professor	Associate Professor
6	Hagarty, Scott	Music	Fine Arts	Assistant Professor	Associate Professor
7	Hellman, Ann	Nursing	Nursing	Associate Professor	Professor
8	Henniger, Nicole	Counseling & Psychology	Education	Assistant Professor	Associate Professor
9	Holderman, Sharon	Volpe Library	Volpe Library	Associate Professor	Professor
10	Howard, Martha	Curriculum & Instruction	Education	Associate Professor	Professor
11	Hurley, Sheila	Nursing	Nursing	Associate Professor	Professor
12	Jones, Angela	Curriculum & Instruction	Education	Lecturer	Senior Lecturer
13	Koester, Cale	Curriculum & Instruction	Education	Lecturer	Senior Lecturer
14	Laffoon, Alicia	Curriculum & Instruction	Education	Lecturer	Senior Lecturer
15	Languri, Ethan	Mechanical Engineering	Engineering	Assistant Professor	Associate Professor
16	Loftis, Mark	Counseling & Psychology	Education	Associate Professor	Professor
17	Machida, Motoya	Mathematics	Arts & Sciences	Associate Professor	Professor
18	Marcum, Rebekah	Curriculum & Instruction	Education	Lecturer	Senior Lecturer
19	Moore, Kelly	Curriculum & Instruction	Education	Lecturer	Senior Lecturer
20	Murdock, Justin	Biology	Arts & Sciences	Associate Professor	Professor
21	Olsen, Michael	Foreign Languages	Arts & Sciences	Assistant Professor	Associate Professor
22	Ramler, Mari	English	Arts & Sciences	Assistant Professor	Associate Professor
23	Russell, Bedelia	Nursing	Nursing	Associate Professor	Professor

Tennessee Tech University
Board of Trustees



	Name	Department/School	College	Current Rank	New Rank
24	Seiler, Steven	Sociology & Political Science	Arts & Sciences	Associate Professor	Professor
25	Sheehan, Martin	Foreign Languages	Arts & Sciences	Associate Professor	Professor
26	Suters, Leslie	Curriculum & Instruction	Education	Associate Professor	Professor
27	Taylor, Leann	Curriculum & Instruction	Education	Lecturer	Senior Lecturer
28	Williams, Brian	English	Arts & Sciences	Associate Professor	Professor
29	Wilson, Jessica	Art, Craft & Design	Fine Arts	Assistant Professor	Associate Professor

Tennessee Tech University**Board of Trustees****FACULTY PROMOTION CERTIFICATION STATEMENT**

Twenty-nine faculty members have been awarded promotion effective August 2022, including:

- 0 From Instructor to Senior Instructor
- 6 From Lecturer to Senior Lecturer
- 9 From Assistant to Associate Professor
- 14 From Associate to Professor

The percentage of total faculty receiving promotions is 6%.

Based on these promotions, the distribution of faculty positions by rank is the following:

Rank	Previous Year Aug 15, 2021	Current Year Aug 15, 2022*	Previous Faculty Rank Distribution Aug 15, 2021	Current Faculty Rank Distribution Aug 15, 2022
Instructor	35	37	7%	8%
Senior Instructor	17	12	4%	2%
Lecturer	55	65	11%	14%
Senior Lecturer	20	20	4%	4%
Assistant Professor	90	115	19%	24%
Associate Professor	129	103	27%	21%
Professor	133	129	28%	27%
Total	479	481	100%	100%

*Anticipated faculty numbers including vacancies; final numbers may vary slightly depending on the outcomes of ongoing national searches.

DATE: June 9, 2022



Agenda Item Summary

Date: June 23, 2022

Agenda Item: Tenure Recommendations

Review

Action

No action required

PRESENTERS: Provost Bruce

PURPOSE & KEY POINTS: Recommendations and supporting documentation for granting tenure to eligible faculty members.

14.1

Tennessee Tech University
Board of Trustees



FACULTY TENURE RECOMMENDATIONS FOR 2022 – 2023

Recommended personnel are listed alphabetically by last name.

	Name	Department/School	College	Current Rank
1	Adduci, Michael	Music	Fine Arts	Assistant Professor*
2	Blair, Jeremy	Art, Craft, & Design	Fine Arts	Assistant Professor*
3	Chen, Pingen	Mechanical Engineering	Engineering	Assistant Professor*
4	Hagarty, Scott	Music	Fine Arts	Assistant Professor*
5	Henniger, Nicole	Counseling & Psychology	Education	Assistant Professor*
6	Hermann-Turner, Katherine	Counseling & Psychology	Education	Associate Professor
7	Olsen, Michael	Foreign Languages	Arts & Sciences	Assistant Professor*
8	Ramler, Mari	English	Arts & Sciences	Assistant Professor*
9	Taylor, Jennifer	Counseling & Psychology	Education	Professor
10	Wilson, Jessica	Art, Craft, & Design	Fine Arts	Assistant Professor*

** Individuals also being promoted and included in total number of faculty promotions.*

Tennessee Tech University

Board of Trustees



FACULTY TENURE CERTIFICATION STATEMENT

Ten faculty members are hereby recommended for tenure beginning August 2022.

If these recommendations are approved, the percentage of tenured faculty members at Tennessee Tech University in Fall 2022 will be 54%, which includes new tenure-track positions anticipated for 2022-2023. In Fall 2021, the percentage of tenured faculty members at Tennessee Tech University was 59%.

DATE: June 9, 2022

14.3