



## SCHEDULE OF EVENTS FOR BOARD OF REGENTS MEETING

**November 13-14, 2019**  
Austin, Texas

*U. T. System Building, 2nd Floor, 210 West Seventh Street*

- *Board Room 2.501 (Open Session and Executive Sessions)*
- *Executive Session Room 2.608 (Executive Sessions)*
- *Office of the Board of Regents: 512/499-4402*

**Wednesday, November 13, 2019**

<p><a href="#">Audit, Compliance, and Risk Management Committee</a> .....</p> <p><i>Starting with Executive Session</i></p>	<p>9:30 a.m.</p>
<p><a href="#">Finance and Planning Committee</a> .....</p>	<p>10:30 a.m.</p>
<p><a href="#">Meeting of the Board - Open Session</a> .....</p>	<p>11:00 a.m.</p>
<p><a href="#">Recess to Executive Session</a> .....</p>	<p>11:15 a.m.</p>
<p><a href="#">Reconvene in Open Session to Recess for Committee Meetings</a> .....</p>	<p>1:00 p.m.</p>
<p><a href="#">Academic Affairs Committee</a> .....</p>	<p>1:00 p.m.</p>
<p><a href="#">Health Affairs Committee</a> .....</p>	<p>1:30 p.m.</p>
<p><a href="#">Facilities Planning and Construction Committee</a> .....</p>	<p>2:00 p.m.</p>
<p><a href="#">Meeting of the Board - Open Session</a> .....</p> <p><i>Meeting with the Employee Advisory Council</i></p>	<p>2:30 p.m.</p>
<p><a href="#">Recess to Executive Session</a> .....</p>	<p>3:00 p.m.</p>
<p><a href="#">Reconvene in Open Session</a> .....</p>	<p>4:30 p.m.</p>
<p><a href="#">Recess</a> .....</p>	<p>5:00 p.m.</p>

**Thursday, November 14, 2019**

<p><a href="#">Meeting of the Board - Open Session</a> .....</p>	<p>9:00 a.m.</p>
<p><a href="#">Recess to Executive Session</a> .....</p>	<p>10:15 a.m.</p>
<p><a href="#">Meeting of the Board - Open Session</a> .....</p>	<p>2:15 p.m.</p>
<p><a href="#">Adjourn</a> .....</p>	<p>2:30 p.m.</p>



**AGENDA  
FOR MEETING  
of  
THE UNIVERSITY OF TEXAS SYSTEM  
BOARD OF REGENTS**

**November 13-14, 2019**  
Austin, Texas

**Wednesday, November 13, 2019**

COMMITTEE MEETINGS

9:30 a.m. – 11:00 a.m.

CONVENE THE BOARD IN OPEN SESSION

**1. U. T. Dallas: Recognition of eSports Team for winning National Championship** 11:00 a.m.

RECESS TO EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE, CHAPTER 551 11:15 a.m.

1. Individual Personnel Matters Relating to Officers or Employees – Section 551.074
  - a. **U. T. System: Discussion and appropriate action regarding individual personnel matters relating to appointment, employment, evaluation, compensation, assignment, and duties of presidents (academic and health institutions); U. T. System Administration officers (Executive Vice Chancellors and Vice Chancellors); other officers reporting directly to the Board (Chancellor, General Counsel to the Board, and Chief Audit Executive); Board members; and U. T. System and institutional employees**
  - b. **U. T. System: Discussion and appropriate action regarding individual personnel matters relating to assignment and duties of the Chancellor, including responsibilities associated with the tuition and fee setting process and responsibilities associated with oversight of U. T. institutions**
2. Negotiated Contracts for Prospective Gifts or Donations – Section 551.073
  - a. **U. T. System Academic Institutions: Discussion and appropriate action regarding proposed negotiated gifts, including potential naming features**
  - b. **U. T. System Health Institutions: Discussion and appropriate action regarding proposed negotiated gifts, including potential naming features**
3. Consultation with Attorney Regarding Legal Matters or Pending and/or Contemplated Litigation or Settlement Offers – Section 551.071
  - a. **U. T. System: Discussion and appropriate action regarding legal authority to assess and collect tuition and fees**

**Wednesday, November 13, 2019 (cont.)**

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- b. U. T. Medical Branch - Galveston: Discussion and appropriate action regarding legal issues concerning contracts to provide Correctional Managed Health Care Services to offenders in units operated by the Texas Department of Criminal Justice (TDCJ)**

RECONVENE THE BOARD IN OPEN SESSION TO CONSIDER ACTION, IF ANY, ON EXECUTIVE SESSION ITEMS AND TO RECESS TO COMMITTEE MEETINGS

*1:00 p.m.  
approximately*

COMMITTEE MEETINGS

*1:00 p.m. - 2:30 p.m.*

- 2. U. T. System: Annual Meeting with Officers of U. T. System Employee Advisory Council**

*2:30 p.m.  
Ms. Tilly Clark,  
Chair*

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RECESS TO EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE, CHAPTER 551

*3:00 p.m.*

- 4. Consultation with Attorney Regarding Legal Matters or Pending and/or Contemplated Litigation or Settlement Offers – Section 551.071
  - a. U. T. System Board of Regents: Discussion with Counsel on pending legal issues**
  - b. U. T. System Board of Regents: Discussion and appropriate action regarding legal issues concerning pending legal claims by and against U. T. System**
  - c. U. T. Austin: Discussion regarding legal issues related to the utilization of the Brackenridge Tract, including land bounded by the Exposition Boulevard, Lake Austin Boulevard, and Enfield Road, Austin, Travis County, Texas, and discussion and appropriate action regarding legal issues associated with extension of the lease to the West Austin Youth Association and related finding of public purpose**
- 5. Deliberations Regarding the Purchase, Exchange, Lease, Sale, or Value of Real Property – Section 551.072
  - a. U. T. Austin: Discussion regarding the lease, uses, or value of property related to the Brackenridge Tract, including land bounded by Exposition Boulevard, Lake Austin Boulevard, and Enfield Road, Austin, Travis County, Texas, and discussion and appropriate action regarding extension of the lease to the West Austin Youth Association and related finding of public purpose**
  - b. U. T. Southwestern Medical Center: Discussion and appropriate action regarding a proposed lease and purchase option for approximately 150,000 square feet of space at 3450 W. Camp Wisdom Road, Dallas, Dallas County, Texas, from 3662 Investors LP, or its successors or assigns, for mission purposes, including use for medical, clinical, and administrative offices**

**Wednesday, November 13, 2019 (cont.)**

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6. Individual Personnel Matters Relating to Officers or Employees – Section 551.074

a. **U. T. System: Discussion and appropriate action regarding individual personnel matters relating to appointment, employment, evaluation, compensation, assignment, and duties of presidents (academic and health institutions); U. T. System Administration officers (Executive Vice Chancellors and Vice Chancellors); other officers reporting directly to the Board (Chancellor, General Counsel to the Board, and Chief Audit Executive); Board members; and U. T. System and institutional employees**

b. **U. T. Medical Branch - Galveston: Discussion of individual personnel matters related to presidential search**

RECONVENE THE BOARD IN OPEN SESSION TO CONSIDER ACTION, IF ANY, ON EXECUTIVE SESSION ITEMS

*4:30 p.m.  
approximately*

RECESS

*5:00 p.m.*

**Thursday, November 14, 2019**

RECONVENE THE BOARD IN OPEN SESSION TO CONSIDER AGENDA ITEMS

*9:00 a.m.*

- |    |  |           |
|----|--|-----------|
| 3. | <b>U. T. System: Recognition of Nobel Prize recipient, Dr. John B. Goodenough, and ratification of designation as Regental Professor and allocation of funds</b>   | <b>8</b>  |
| 4. | <b>U. T. System Board of Regents: Approval of Consent Agenda and consideration of any items referred to the full Board</b>   | <b>10</b> |
| 5. | <b>U. T. System Board of Regents: Discussion and appropriate action regarding amendments to Regents' <i>Rules and Regulations</i>, Rule 40401 (Assessment, Collection, Delegation, and Waiver of Tuition and Fees) and deletion of Regents' <i>Rules and Regulations</i>, Rule 40403 (Fees for Continuing Education and Self-Supporting Courses)</b> | <b>11</b> |
| 6. | <b>U. T. System Board of Regents: Discussion and appropriate action regarding proposed amendments to Regents' <i>Rules and Regulations</i>, Rule 60202 (Endowed Academic Positions)</b>  | <b>15</b> |
| 7. | <b>U. T. System: Discussion and appropriate action related to proposal for funding of \$325,000 from interest on designated funds for the Association of College and University Educators (ACUE) program to credential faculty in the evidence-based teaching practices necessary for student success</b>  | <b>20</b> |
| 8. | <b>U. T. System: Discussion and appropriate action regarding appropriation of Permanent University Fund (PUF) Bond Proceeds for capital projects at the academic and health institutions</b>   | <b>22</b> |
| 9. | <b>U. T. System Board of Regents: Authorization for the Chancellor to submit Report Concerning Designated Tuition</b>  | <b>23</b> |

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- 10. U. T. System: Discussion and appropriate action to enhance funding for development operations at U. T. System institutions to increase philanthropic capacity and support their respective missions by authorizing an allocation of up to .80% (80 basis points) from the market value of the Long Term Fund and related policy issues**

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- 11. U. T. System: Discussion and appropriate action regarding tuition and fee proposals for Fiscal Years 2021 and 2022 for the academic institutions; public hearing opportunity for changes to designated tuition pursuant to *Texas Education Code* Section 54.0513**

STANDING COMMITTEE RECOMMENDATIONS AND REPORTS TO THE BOARD

*10:00 a.m.*

RECESS TO EXECUTIVE SESSION PURSUANT TO *TEXAS GOVERNMENT CODE*, CHAPTER 551 (Lunch available at noon)

*10:15 a.m.*

7. Negotiated Contracts for Prospective Gifts or Donations – Section 551.073
- a. **U. T. System Academic Institutions: Discussion and appropriate action regarding proposed negotiated gifts, including potential naming features**
  - b. **U. T. System Health Institutions: Discussion and appropriate action regarding proposed negotiated gifts, including potential naming features**
8. Consultation with Attorney Regarding Legal Matters or Pending and/or Contemplated Litigation or Settlement Offers – Section 551.071
- a. **U. T. System Board of Regents: Discussion with Counsel on pending legal issues**
  - b. **U. T. System Board of Regents: Discussion and appropriate action regarding legal issues concerning pending legal claims by and against U. T. System**
  - c. **U. T. M. D. Anderson Cancer Center and U. T. Health Science Center - Houston: Discussion and appropriate action regarding legal issues related to TMC3 collaborative research development**
  - d. **U. T. M. D. Anderson Cancer Center: Discussion and appropriate action concerning legal issues regarding the lease of space at Life Science Plaza, located at 2130 West Holcombe Boulevard, Houston, Harris County, Texas, from Life Science Plaza Investment Group, L.P., and the purchase and acquisition of assets, including manufacturing equipment installed in the leased space, from Bellicum Pharmaceuticals, Inc., for the manufacture of cell therapy products and other mission-related uses**

**Thursday, November 14, 2019 (cont.)**

- e. **U. T. M. D. Anderson Cancer Center: Discussion of legal issues regarding utilization of U. T. M. D. Anderson Cancer Center Science Park campus consisting of approximately 717 acres of land partially improved with research and related facilities adjacent to Buescher State Park in Smithville, Bastrop County, Texas**
  - 9. **Deliberations Regarding the Purchase, Exchange, Lease, Sale, or Value of Real Property – Section 551.072**
    - a. **U. T. M. D. Anderson Cancer Center and U. T. Health Science Center - Houston: Discussion and appropriate action regarding the lease of land and common facilities at the TMC3 collaborative research development located on approximately 28 acres bounded by Old Spanish Trail, South Braeswood Boulevard, and bisected by William C. Harvin Boulevard, from Texas Medical Center, Inc., for research and related uses**
    - b. **U. T. M. D. Anderson Cancer Center: Discussion and appropriate action regarding the lease of space at Life Science Plaza, located at 2130 West Holcombe Boulevard, Houston, Harris County, Texas, from Life Science Plaza Investment Group, L.P., and the purchase and acquisition of assets, including manufacturing equipment installed in the leased space, from Bellicum Pharmaceuticals, Inc., for the manufacture of cell therapy products and other mission-related uses**
    - c. **U. T. M. D. Anderson Cancer Center: Discussion regarding the uses and value of the U. T. M. D. Anderson Cancer Center Science Park campus consisting of approximately 717 acres of land partially improved with research and related facilities adjacent to Buescher State Park in Smithville, Bastrop County, Texas**
  - 10. **Deliberation Regarding Security Devices or Security Audits - Sections 551.076 and 551.089**

**U. T. System Board of Regents: Discussion and appropriate action regarding safety and security issues, including security audits and the deployment of security personnel and devices**
  - 11. **Individual Personnel Matters Relating to Officers or Employees – Section 551.074**

**U. T. System: Discussion and appropriate action regarding individual personnel matters relating to appointment, employment, evaluation, compensation, assignment, and duties of presidents (academic and health institutions); U. T. System Administration officers (Executive Vice Chancellors and Vice Chancellors); other officers reporting directly to the Board (Chancellor, General Counsel to the Board, and Chief Audit Executive); Board members; and U. T. System and institutional employees**
- RECONVENE THE BOARD IN OPEN SESSION TO CONSIDER ACTION, IF ANY, ON EXECUTIVE SESSION ITEMS *2:15 p.m. approximately*
- ADJOURN *2:30 p.m.*

2. **U. T. System: Annual Meeting with Officers of U. T. System Employee Advisory Council**

Representatives of the U. T. System Employee Advisory Council will meet with the Board to discuss the Council's work and planned activities. Council members scheduled to attend are:

**Chair: Ms. Tilly Clark**, Assistant Director of Special Use Facilities, U. T. Medical Branch - Galveston

**Vice Chair: Ms. Tricia White-Rhemtulla**, Department Administrator, U. T. M. D. Anderson Cancer Center

**Secretary: Ms. Kathy Murphy**, Senior Organizational Development Consultant, U. T. Southwestern Medical Center

**Historian: Ms. Latoya Oduniyi**, Health Promotion and Substance Abuse Coordinator, U. T. Arlington

**BACKGROUND INFORMATION**

The U. T. System Employee Advisory Council (EAC) was established in August 2000 to provide a vehicle for communication and to facilitate the flow of ideas and information between and among the Board of Regents, U. T. System Administration, and the institutions. The EAC functions to define, analyze, and make recommendations on employee issues to the Board through the Chancellor.

**3. U. T. System: Recognition of Nobel Prize recipient, Dr. John B. Goodenough, and ratification of designation as Regental Professor and allocation of funds**

RECOMMENDATION

On October 9, 2019, Dr. John B. Goodenough, Professor and Virginia H. Cockrell Centennial Chair in Engineering, was awarded the Nobel Prize in Chemistry. In recognition of this prestigious achievement, the Chancellor, the Executive Vice Chancellor for Academic Affairs, and President Fenves recommend that the U. T. System Board of Regents ratify an award to Dr. Goodenough of the title of Regental Professor.

It is further recommended that Nobel Laureate Goodenough be granted \$500,000 from Permanent University Funds (PUF) for equipment purchases in support of his work in the Department of Electrical and Computer Engineering and Department of Mechanical Engineering, to be paid \$100,000 annually for five years.

BACKGROUND INFORMATION

The designation of Regental Professor is in accordance with the Regents' *Rules and Regulations*, Rule 31001, Section 2.3(a), which allows a faculty member awarded the Nobel Prize to be given the title of Regental Professor upon recommendation of the president of the institution, the appropriate Executive Vice Chancellor, and the Chancellor.

Dr. Goodenough shares the Nobel Prize with M. Stanley Whittingham of the State University of New York at Binghamton and Akira Yoshino of Meijo University “for the development of lithium-ion batteries.” Dr. Goodenough was selected for identifying and developing the critical materials that provided the high-energy density needed to power portable electronics, initiating the wireless revolution. Today, batteries incorporating Dr. Goodenough's cathode materials are used worldwide for mobile phones, power tools, laptops, tablets and other wireless devices, as well as electric and hybrid vehicles.

Dr. Goodenough received his bachelor's degree in Mathematics, summa cum laude, from Yale University in 1944, where he was a member of Skull and Bones. After serving in the U.S. Army as a meteorologist during World War II, he went to the University of Chicago to complete a masters in physics and was awarded a Ph.D. in physics in 1952.

He began his career at the Massachusetts Institute of Technology's (MIT) Lincoln Laboratory in 1952, where he laid the groundwork for the development of random-access memory (RAM) for the digital computer. After leaving MIT, he became professor and head of the Inorganic Chemistry Laboratory at the University of Oxford. During this time, Goodenough made the lithium-ion discovery.

Since 1986, he has been a Professor at U. T. Austin in the Cockrell School of Engineering and holds faculty positions in the Department of Mechanical Engineering and the Department of Electrical and Computer Engineering where he serves as the Virginia H. Cockrell Centennial Chair in Engineering. During his tenure, he has continued his research on ionic conducting solids and electrochemical devices to study improved materials for batteries to help promote the development of more sustainable and energy-efficient battery materials.

Dr. Goodenough is the recipient of numerous national and international honors, including the Japan Prize, the Enrico Fermi Award, the Charles Stark Draper Prize, and the National Medal of Science.

4. **U. T. System Board of Regents: Approval of Consent Agenda and consideration of any item referred to the full Board**

RECOMMENDATION

The Board will be asked to approve the Consent Agenda beginning on [Page 158](#).

5. **U. T. System Board of Regents: Discussion and appropriate action regarding amendments to Regents' Rules and Regulations, Rule 40401 (Assessment, Collection, Delegation, and Waiver of Tuition and Fees) and deletion of Regents' Rules and Regulations, Rule 40403 (Fees for Continuing Education and Self-Supporting Courses)**

**RECOMMENDATION**

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Health Affairs, and the Vice Chancellor and General Counsel that Regents' *Rules and Regulations*, Rule 40401 (Assessment, Collection, Delegation, and Waiver of Tuition and Fees), be amended as set forth below in congressional style, and Regents' *Rules and Regulations*, Rule 40403 (Fees for Continuing Education and Self-Supporting Courses) be deleted.

a. Amend *Regents' Rule* 40401 as set forth in congressional style:

1. **Title**

Assessment, Collection, Delegation, and Waiver of Tuition, ~~and Fees~~, and Charges

2. **Rule and Regulation**

Sec. 1 Published Fees. Tuition, fees, and other charges will be fixed as prescribed or authorized by statute and the relative debt covenants of the Board and will be published in the institutional catalog with a description of the criteria for any authorized exemptions and waivers.

Sec. 2 Exemptions and Waivers. The authority of the Board of Regents to grant exemptions and waivers from tuition, fees, and other charges in accordance with statute, is delegated to the presidents of the institutions.

Sec. 3 Delegation of Approval of Certain Fees and Charges. Subject to the obligation of the Board to set fees and charges at levels sufficient to comply with the covenants made in the Master Resolution Establishing the Revenue Financing System and in related agreements and debt instruments entered into or issued thereunder, the Board of Regents delegates to the presidents the authority to assess and collect the following fees and other charges, upon a finding by the president that such fees and other charges comply with the requirements of the statute authorizing such fees or charges, including statutory limitations on the amounts of such charges. Each institution shall adopt provisions in the institutional Handbook of Operating Procedures to incorporate institutional procedures for proposing and approving the fees and charges listed in this section. ~~and changes to such fees and other charges are required for the fee or other charge to reasonably reflect the actual cost to the institution of the materials or services to be provided. Except for the approval of continuing education course fees, which is delegated directly to the president by Rule 40403, the~~

3.1. Approval authority for the following fees granted herein is conditioned on prior review and approval by the Executive Vice Chancellor for Academic Affairs or the Executive Vice Chancellor for Health Affairs:-

1. Fees for Vehicle Registration and Fees and Other Charges associated with parking, as authorized by *Texas Education Code* [Sections 51.202\(a\)](#) and [54.505](#).
2. Matriculation Fee, as authorized by *Texas Education Code* [Section 54.006\(a-1\)](#)
3. Fees Associated with the Option to Pay Tuition by Installment, as authorized by *Texas Education Code* [Section 54.007\(c\)](#)
4. Supplemental Fees for coaching or individual instruction, as authorized by *Texas Education Code* [Section 54.051\(l\)](#)
5. Laboratory Fees, as authorized by *Texas Education Code* [Section 54.501\(a\)](#)
6. Incidental Fees, as authorized by *Texas Education Code* [Section 54.504](#) including, but not limited to, course fees.
7. Charges and Fees for Certain Payments, related to electronic funds transfer or credit card payment, as authorized by *Texas Education Code* [Section 54.5011](#)
8. Fees and Other Charges for rentals, rates, and charges for certain occupancy, services, use and availability of facilities or services including, but not limited to, student housing room and board rates as authorized by *Texas Education Code* [Section 55.16](#).

3.2. Approval authority for the following fees is delegated directly to the presidents:

91. Continuing Education or Self-Supporting Course Fees, as authorized by *Texas Education Code* [Section 54.545](#) and further detailed in [Rule 40403](#).
2. Elective non-academic charges for goods or services that are not typically required at any point over the course of a student's enrollment at an institution. Examples of such charges include those for theater or sporting event tickets, health center goods and services, or elective recreational activities such as intramural sports or personal training

Sec. 4 Approval of Method of Payment. The Board of Regents delegates to the presidents of the institutions the authority to collect the payment of tuition, fees, and other charges in accordance with those methods prescribed or authorized by statute.

Sec. 5 Student Fees Associated with CIP Projects. In accordance with [Rule 80301](#) of these Rules, Board approval of a Capital Improvement Program (CIP) project shall be obtained prior to the call for a student election to authorize new or increased fees to fund the CIP project.

- b. Delete Regents' *Rules and Regulations*, Rule 40403 (Fees for Continuing Education and Self-Supporting Courses), which is set forth following the below background information.

#### BACKGROUND INFORMATION

Regents' Rule 40401 regulates the assessment, collection, delegation and waiver of tuition, fees, and other student charges. Under the rule, the authority to set certain fees and charges are delegated to the presidents. The proposed amendments seek to clarify the types of fees and charges that require prior review and approval by the U. T. System Executive Vice Chancellors. Additionally, provisions were added to ensure that each institution includes a process for approving such fees and charges in its Handbook of Operating Procedures.

The proposed amendments also incorporate the substance of Regents' Rule 40403, related to the delegation of authority to set rates for continuing education and self-supporting courses. Therefore, deletion of Rule 40403 is recommended.

These proposed revisions do not impact the full-time equivalent (FTE) employee count Systemwide and have the potential for a slightly favorable budget impact through process simplification. The proposed amendments were reviewed by the U. T. institutional presidents and representatives of the Student Advisory Council, the Faculty Advisory Council, and the Employee Advisory Council.

**The University of Texas System  
Rules and Regulations of the Board of Regents**

**Rule: 40403**

**1. Title**

Fees for Continuing Education and Self-Supporting Courses

**2. Rule and Regulation**

Sec. 1 Authorization. Institutions are authorized by the Board of Regents in accordance with [Section 54.545](#) of the *Texas Education Code* to charge a reasonable fee to each person registered in an extension, correspondence or other self-supporting course at the institution and to set the fee in an amount sufficient to recover the costs for providing the course. Such courses may not include any course for which the institution collects tuition or receives formula funding.

Sec. 2 Delegation. The Board of Regents delegates to the president of the respective institutions the authority and responsibility for approving the amount of the fee to be charged for each course.

Sec. 3 *Handbook of Operating Procedures*. Each institution shall adopt provisions in the institutional *Handbook of Operating Procedures* to reflect this policy and to incorporate institutional procedures for the approval process.

**3. Definitions**

None

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6. **U. T. System Board of Regents: Discussion and appropriate action regarding proposed amendment to Regents' Rules and Regulations, Rule 60202 (Endowed Academic Positions)**

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellors; the Vice Chancellor for External Relations, Communications, and Advancement Services; and the Vice Chancellor and General Counsel that Regents' *Rules and Regulations*, Rule 60202 (Endowed Academic Positions), be amended as set forth below in congressional style:

- Sec. 1 Purpose of Endowed Academic Positions. Endowed Academic Positions are intended to promote excellence among individual institutions within the U. T. System. Faculty holders of Endowed Academic Positions shall have had a distinguished record of excellence (chairs/professorships) or demonstrated accomplishment or future promise in the intellectual field (fellowships). Holders of Endowed Academic Positions shall contribute substantially to the mission and goals of individual institutions. Holders of Endowed Academic Positions are stewards of the endowments and are subject to periodic evaluation to ensure satisfactory performance.
- Sec. ~~2~~4 Approval Prior to Announcement. Negotiations and fund raising for an endowment are permitted prior to its formal approval and establishment by the Board or its designee(s). However, an endowment ~~will~~ may not be announced as having been established prior to its establishment by the Board or its designee(s). ~~No All initial or new holder appointments will be made to a chair or professorship an endowed or named academic position without require prior approval as a Request for Budget Change by the president of an institution after review and approval by the appropriate Executive Vice Chancellor. Under special circumstances and when authorized by the Chancellor, an institution may grant an endowed professorship to an outstanding faculty member prior to achieving full professor status. The Chancellor may delegate authority for approval to the appropriate institution president or Executive Vice Chancellor. Subsequent new or continuing appointments to the endowed or named academic positions may be approved as a part of the annual operating budget.~~
- Sec. 3 Reporting. Each institution should report annually to the Chancellor on appointments to Endowed Academic Positions.
- Sec. ~~4~~2 Categories and Minimum Funding Levels. The six categories of endowed and named academic positions and the minimum funding levels to establish the positions are: Distinguished University Chair (\$2 million), Distinguished Chair (\$1 million), Chair (\$500,000), Distinguished Professorship (\$250,000), Professorship (\$100,000), and Fellowship (\$50,000). ~~All agreements related to endowed academic positions made prior to April 14, 1988, will remain in effect unless a specific request for change is made by the donor and the institution and approved by the Board of Regents.~~ Individual institutions are not required to utilize all categories of ~~endowed academic positions~~ Endowed Academic Positions and may, with advance administrative approval and inclusion in the institutional *Handbook of Operating Procedures*, limit institutional endowment

activity to those position categories which best fit the institution's ~~goals and mission~~ and goals.

42.1 Whether an endowment has attained the minimum funding level necessary to establish a particular academic position will be determined by the total value of gifts from donors and transfers of funds valued as of the gift date or date of transfer, ~~respectively~~. Funding levels ~~will~~ may not be determined by the amount of net sale proceeds received from a non-cash gift or by the current market value of the investments held in an endowment.

42.2 With the specific approval of the Board of Regents, ~~an a-named academic position~~ Endowed Academic Position may be established without the above minimum funding levels ~~only in accordance with agreements recommended by the Chancellor, the appropriate Executive Vice Chancellor, and the Vice Chancellor for External Relations~~. Such agreements must contain the provisions outlined in Sections 3.3 and 3.4 ~~2.3 and 2.4 immediately below~~.

42.3 If an external entity requests that the Board of Regents establish ~~an a-named academic position~~ Endowed Academic Position based upon the entity's agreement to hold and manage an endowment fund supporting the position, the entity must irrevocably agree to dedicate the endowment to the support of the academic position in perpetuity or for a specified term of years. The entity must agree to adhere to Board policies regarding minimum funding levels for an endowment. The entity must agree to employ annual payout policies that are consistent with the goal of distributing from the endowment, or otherwise contributing to the institution, an annual payout amount substantially similar to that distributed from a comparable Board-managed endowment. The entity must agree that funds distributed from the endowment shall be paid to the institution for further expenditure in accordance with Board policies. ~~The Board must retain the right to appoint all holders of the academic position.~~

42.4 If an external entity requests that the Board of Regents establish ~~an a-named academic position~~ Endowed Academic Position without the funding of an endowment to support the position, the entity must irrevocably agree to contribute annually, either in perpetuity or for a specified term of years, an amount substantially similar to that distributed from a Board-managed endowment in support of a comparable position. The entity must agree that the funds will be contributed for further expenditure in accordance with Board policies regarding the particular category of academic position being established. ~~The Board must retain the right to appoint all holders of the academic position.~~

Sec. 53 Distributions for Endowed Chairs and Professorships Academic Positions. The institution will ~~pay from its funds such amounts as are necessary to~~ set the salary of the holder at a level commensurate with his or her record, experience, and position in the faculty. Subject to donor criteria, dDistributions from the

endowment may be used ~~both~~ for a reasonable amount of salary support as determined by institutional policy, for salary supplementation, and for other professional support of the holder of the endowed position-Endowed Chair/Professorship, including assistance in the holder's research program. An institution may, with advance administrative approval and inclusion in the institutional Handbook of Operating Procedures, utilize a minimal portion of the distribution to support costs associated with administering the endowment (only if not already receiving endowment administration funding from other sources) and/or for strategic priorities, according to the purpose of the endowment. Chairs/professorships are intended to have holders. However, unfilled chairs/professorships may be used to support faculty fellows, according to the purpose of the endowment. Faculty may also be appointed as a fellow supported by funds available from a filled Endowed Chair/Professorship. ~~Endowment distributions also may be used to pay an appropriate part of the salary of the holder of the endowed position commensurate with an authorized reduced faculty workload when required by other duties of the position or when the holder is on part-time or full-time research leave which is otherwise unfunded. It is provided specifically, however, that in no event, will endowment distributions be used to supplant any other source of funds used to pay the base salary of the holder of the position when the holder is performing his or her regular duties.~~

Sec. 64 ~~Establishment and~~ Distributions for of Endowed Fellowships. Distributions from the an endowment may be used ~~to supplement the for reasonable~~ salary support, salary supplementation, and/or other professional support of the holder of the fellowship, who may be a qualified person of any academic rank irrespective of tenure status, ~~and will also be available for other professional support of the holder.~~ The ~~endowed fellowship~~ Endowed Fellowship may also will be used to provide temporary support (not to exceed one academic year) of:

- distinguished scholars who are in temporary residence at the institution while participating in planned academic programs;
- visiting scholars who are in temporary residence at the institution for special academic programs or purposes;
- institution faculty who have made unique contributions to academic life or the to knowledge in their academic discipline; and
- institution faculty of any academic rank, irrespective of tenure status, who have been selected for teaching excellence ~~through procedures established by the institution.~~

~~Grants for endowed visiting professorships and endowed teaching fellowships of at least \$50,000 already under contractual agreement for the future, bequests included in wills made prior to April 14, 1988, and other prior bona fide arrangements for endowed teaching fellowships and endowed visiting professorships are excepted in this regulation. Grants for endowed lectureships of at least \$20,000 already under contractual agreement for the future, bequests in wills made prior to April 14, 1988, and other prior bona fide arrangements for endowed lectureships are excepted from the minimum amount restriction in this regulation.~~

Sec. 7 Evaluation of Holders of All Endowed Academic Positions, including Fellowships. Individual institutions shall, with advance administrative approval and inclusion in the institutional Handbook of Operating Procedures, establish procedures for the review of holders of Endowed Academic Positions. Such review shall normally occur in conjunction with existing performance appraisal processes, such as annual evaluation (for fellowships) and comprehensive periodic review (for chairs/professorships).

Sec. 8 Oversight of Endowments Supporting Faculty Positions. Each president is responsible for maintaining oversight of endowments established to support faculty positions, including assignment of holders and use of distributions, but may delegate this authority.

### 3. Definitions

Endowed Academic Position – a Distinguished University Chair, Distinguished Chair, Chair, Distinguished Professorship, Professorship, or Fellowship.

~~Endowed Chair/Professorship Academic Position – an endowed academic position is~~ a faculty position supported by an endowment from which distributions are dedicated to reasonable salary support (as determined by institutional policy), salary supplementation, research support, and/or other professional support needs of a faculty member, subject to donor criteria. The ~~position~~ holder will normally be a faculty member who has had a distinguished career. Except in extraordinary circumstances, the A holder will may be named to an ~~endowed~~ Endowed Chair/Professorship academic position for a specified length of time, the remainder of his or her employment, or for a term of years, and T the ~~chair/professorship position~~ may be renewable or non-renewable.

~~Endowed Fellowships – an endowed fellowship (or faculty fellowship) is~~ a faculty position supported by an endowment from which distributions are dedicated to reasonable salary support (as determined by institutional policy), salary supplementation, research support, and/or other professional support needs of a faculty member of any academic rank, subject to donor criteria. The holder will normally be a faculty member who exhibits demonstrated accomplishment or future promise in the intellectual field. The ~~endowed fellowship~~ Endowed Fellowship will be awarded for a specified length of time. The fellowship and may or may not be renewable or non-renewable.

### BACKGROUND INFORMATION

Regents' Rule 60202 currently prohibits faculty endowment distributions to support faculty salaries and does not address the possibility of allowing endowed professorships to be awarded to faculty members who have demonstrated accomplishments and future promise in their intellectual fields, but do not yet hold the rank of professor.

The current rule was adopted many years ago, when far fewer faculty endowments existed and during a time when other sources of funding supported a higher percentage of faculty salaries. Today, the Board of Regents holds 2,906 academic endowments with a market value of more than \$3 billion (as of June 30, 2019). Most, if not all, private universities and many public universities in the United States allow some portion of faculty endowment distributions to support faculty salaries.

The proposed revisions to Regents' Rule 60202 allow institutions to develop new procedures to utilize a reasonable amount of faculty endowment distributions for reasonable salary support of the endowed position holder and to award endowed professorships to rising faculty stars who have not yet achieved full professor status. The delegation to the Chancellor to authorize such an award may be further delegated as authorized by Regents' Rule 10501.

These revisions will enable universities to better and more strategically utilize faculty endowment funds granted to them by the generosity of donors. Each institution would develop clear administrative procedures in their respective institutional Handbook of Operating Procedures, clearly outlining required administrative approvals and processes for determining "reasonable amounts" for distributions.

The proposed revisions also remove all language related to Board appointment of endowment holders.

Under the U. T. System Endowment Administration and Compliance program, all faculty endowments will continue to be reviewed annually to ensure donor intent is honored and distributions are made appropriately.

Agreements related to endowed academic positions made prior to April 14, 1988, will remain in effect when there is a request for change made by the donor and institution and approved by the Board of Regents. Also consistent with the prior rule, grants for endowed visiting professorships and endowed teaching fellowships of at least \$50,000 already under contractual agreement for the future, bequests included in wills made prior to April 14, 1988, and other prior bona fide arrangements for endowed teaching fellowships and endowed visiting professorships are excepted from this rule. Grants for endowed lectureships of at least \$20,000 already under contractual agreement for the future, bequests in wills made prior to April 14, 1988, and other prior bona fide arrangements for endowed lectureships are excepted from the minimum amount restriction in this rule.

These revisions do not impact the full-time equivalent (FTE) employee count Systemwide and is budget-neutral. The proposed amendments were reviewed by the institutional presidents and representatives of the Student Advisory Council, the Faculty Advisory Council, and the Employee Advisory Council.

7. **U. T. System: Discussion and appropriate action related to proposal for funding of \$325,000 from interest on designated funds for the Association of College and University Educators (ACUE) program to credential faculty in the evidence-based teaching practices necessary for student success**

**RECOMMENDATION**

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and the Executive Vice Chancellor for Business Affairs that the Board of Regents approve the proposal for funding of \$325,000 from interest on designated funds for the Association of College and University Educators (ACUE) program to credential up to 272 faculty members at the eight U. T. academic institutions in the evidence-based teaching practices necessary for student success.

**BACKGROUND INFORMATION**

U. T. System requests funding to support a one-year partnership with the Association of College and University Educators (ACUE), an organization that prepares, credentials, and supports faculty to teach with the practices that improve student achievement. The funding would enable up to 272 faculty members at the eight academic institutions to take ACUE's Course in Effective Teaching Practice, an evidence-based, 25-week online course that leads to a Certificate in Effective College Instruction for faculty participants, endorsed by the American Council on Education (ACE). The certificate can also be worth three credits towards a graduate degree through an arrangement with ACE.

In Academic Year 2018-2019, the Office of Academic Affairs and Faculty Advisory Council (FAC) partnered to offer a pilot iteration of the ACUE course. The requested funding would support an expansion of the program with funding going directly to each academic institution, which would determine how to implement the ACUE course on behalf of its faculty.

The Course in Effective Teaching Practice includes modules and implementation strategies on topics such as aligning assessment with course outcomes, promoting a civil learning environment, using interactive learning techniques for classes of various sizes, developing self-directed learners, and higher-order thinking skills in students. The recommended practices fully align to ACUE's Effective Practice Framework, an independently validated statement of teaching describing competencies faculty members should possess. The ACUE course is delivered online, with expert facilitation, to cohorts of faculty through a Quality Matters certified learning design.

Faculty participants go through the course while they are teaching. Participation entails synchronous incorporation of the ACUE modules and strategies into the courses they are currently teaching, along with reflection and self-evaluation. Participation requires a significant time commitment, on top of regular teaching, service, and research responsibilities.

In addition to the U. T. System/FAC-sponsored pilot, U. T. El Paso also partnered with ACUE to offer the Course in Effective Teaching Practice in Academic Year 2018-2019, geared towards faculty who teach core curriculum courses to first-year students, courses critical to the retention, and subsequent academic performance. The U. T. El Paso experience has been so successful that the University has committed to a second year to allow participation in the ACUE course by additional instructors.

Likewise, U. T. Arlington has signed on to offer the ACUE course to its faculty beginning in Spring 2020. The requested funding will allow support for both U. T. El Paso and U. T. Arlington in their ACUE offerings, as well as support for the other six academic universities.

U. T. System's ACUE partnership is an investment in teaching, learning, and student success, as well as an opportunity for U. T. System to invest in and support the highest quality professoriate. Based on the 2018-2019 pilots and results from other colleges, universities, and systems using the ACUE course, U. T. System is confident this program will result in student success outcome gains for each faculty member that participates, along with more intentional engagement of faculty in high-impact and cutting-edge pedagogies. With deeper learning and mastery in ACUE-faculty-taught courses, there will be a corollary impact on students as they move into subsequent coursework throughout their degree programs.

8. **U. T. System: Discussion and appropriate action regarding appropriation of Permanent University Fund (PUF) Bond Proceeds for capital projects at the academic and health institutions**

Chairman Eltife and Chancellor Milliken will make recommendations and lead a discussion concerning appropriation of Permanent University Fund (PUF) Bond Proceeds.

9. **U. T. System Board of Regents: Authorization for the Chancellor to submit Reports Concerning Designated Tuition**

**RECOMMENDATION**

It is requested that the Board of Regents grant authority to the Chancellor to submit the required "Report Concerning Designated Tuition" for academic years 2017-2018 and 2018-2019 to the Lieutenant Governor, Speaker of the House, Chair of the Senate Finance Committee, Chair of the House Appropriations Committee, and the Legislative Budget Board.

It is further requested that the Board also authorize submission of the report, for future academic years, if the report is required by action in future Legislative Sessions.

**BACKGROUND INFORMATION**

The current General Appropriations Act (HB1, Article III, Section 46) requires the "Report Concerning Designated Tuition" be filed, by the governing board of each public institution of higher education that charges designated tuition as outlined by state law (Section 54.0513, *Texas Education Code*), no later than January 1, 2020. The report must include the amount of designated tuition collected, the purposes for which it was spent, and the amount spent for each purpose. The report must also provide the amounts set aside for resident undergraduate and graduate student assistance as required by Sections 56.011 and 56.012, *Texas Education Code*, and how those amounts are allocated.

Completion of the report requires certain financial information which will not be available until after the November Board meeting. The requested delegation will allow the report to be completed and delivered by the deadline. Upon completion a copy of the report will be provided to members of the Board.



**TABLE OF CONTENTS  
FOR  
AUDIT, COMPLIANCE, AND RISK MANAGEMENT  
COMMITTEE**

**Committee Meeting:** 11/13/2019

**Board Meeting:** 11/14/2019  
Austin, Texas

*David J. Beck, Chairman  
Christina Melton Crain  
Jodie Lee Jiles  
Janiece Longoria  
Nolan Perez  
Rad Weaver*

	<b>Committee Meeting</b>	<b>Board Meeting</b>	<b>Page</b>
<b>A. CONVENE</b>	<i>9:30 a.m. Chairman Beck</i>		
<b>B. RECESS TO EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE, CHAPTER 551</b>			
<p>Deliberation Regarding Security Devices or Security Audits – Sections 551.076 and 551.089</p> <p><b>U. T. System Board of Regents: Discussion and appropriate action regarding safety and security issues, including security audits and the deployment of security personnel and devices</b></p>			
<b>C. RECONVENE IN OPEN SESSION</b>			
1. <b>U. T. System Board of Regents: Discussion and appropriate action regarding Consent Agenda items, if any, assigned for Committee consideration</b>	<i>9:50 a.m. Discussion</i>	<b>Action</b>	<b>26</b>
2. <b>U. T. System: Report on the Systemwide internal audit activities, including the FY 2019 Annual Report</b>	<i>9:51 a.m. Report/Discussion Mr. Peppers</i>	Not on Agenda	<b>27</b>
3. <b>U. T. System: Report on the results of the presidential and executive travel and entertainment expenses audits and discussion and possible appropriate action regarding frequency of future audits</b>	<i>10:00 a.m. Action Mr. Peppers</i>	<b>Action</b>	<b>40</b>

	<b>Committee Meeting</b>	<b>Board Meeting</b>	<b>Page</b>
4. <b>U. T. System: Report on Guidelines for Available University Fund-funded System Administration Initiatives</b>	<i>10:07 a.m.</i> <b>Report/Discussion</b> <i>Mr. Peppers</i> <i>Mr. Long</i>	Not on Agenda	<b>41</b>
5. <b>U. T. System: Review and discussion of the Systemwide Information Security Risk Report</b>	<i>10:15 a.m.</i> <b>Report/Discussion</b> <i>Ms. Mohrmann</i>	Not on Agenda	<b>44</b>
<b>D. ADJOURN</b>	<i>10:30 a.m.</i>		

1. **U. T. System Board of Regents: Discussion and appropriate action regarding Consent Agenda items, if any, assigned for Committee consideration**

RECOMMENDATION

No [Consent Agenda](#) items are assigned for review by this Committee.

2. **U. T. System: Report on the Systemwide internal audit activities, including the FY 2019 Annual Report**

REPORT

Chief Audit Executive Peppers will present the FY 2019 Systemwide Annual Report of internal audit activities, using a PowerPoint presentation set forth on the following pages. He will also discuss the status of the external financial audit. Additional details on Systemwide findings by subject area and significance and the annual audit plan's budget to actual hours status was provided to the Audit, Compliance, and Risk Management Committee members prior to the meeting.

BACKGROUND INFORMATION

Internal audit across the U. T. System uses a consistent findings classification process to evaluate audit results to identify Priority, High, Medium, or Low level reportable findings. A Priority Finding is defined as "an issue identified by an internal audit that, if not addressed timely, could directly impact achievement of a strategic or important operational objective of a U. T. institution or the U. T. System as a whole." All reportable findings are rated based on an assessment of applicable risk factors and the probability of a negative outcome occurring if the risk is not adequately mitigated. The standard risk factors considered are: Qualitative (evaluates the probability and consequences across seven areas), Operational Control (evaluates operational vulnerability to risks by considering the existence of management oversight and effective alignment of operations), and Quantitative (evaluates the level of financial exposure or lost revenue).

# FY 2019 Systemwide Internal Audit Annual Report

Mr. J. Michael Peppers, U. T. System Chief Audit Executive

U. T. System Board of Regents' Meeting  
Audit, Compliance, and Risk Management Committee  
November 2019



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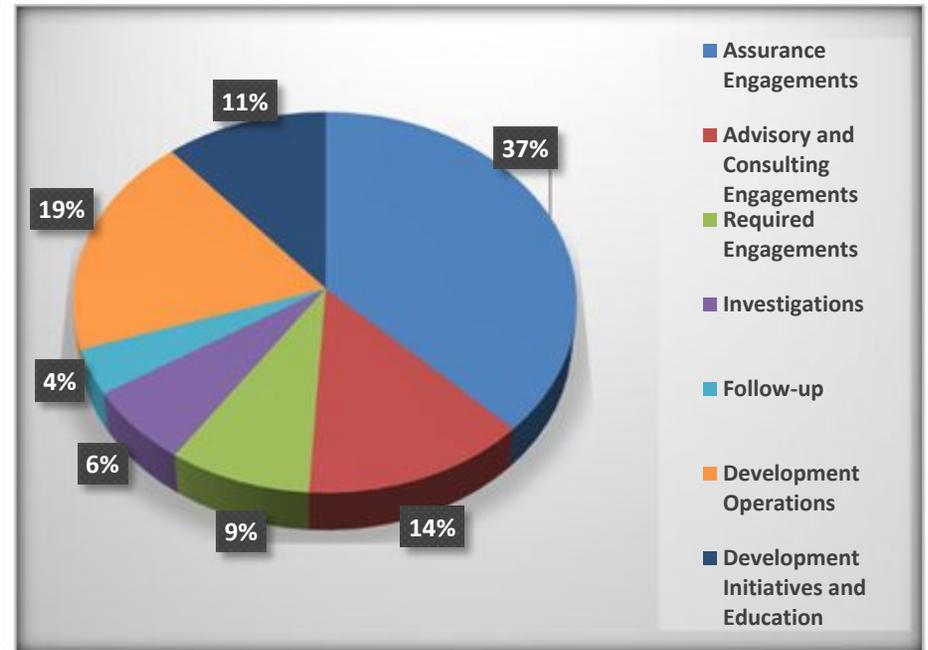
# Systemwide Internal Audit Strategic Items

- FY 2019 Initiatives
  - Implementing information technology (IT) auditing capabilities in non-IT audits
  - Delivering non-assurance services (advisory and consulting)



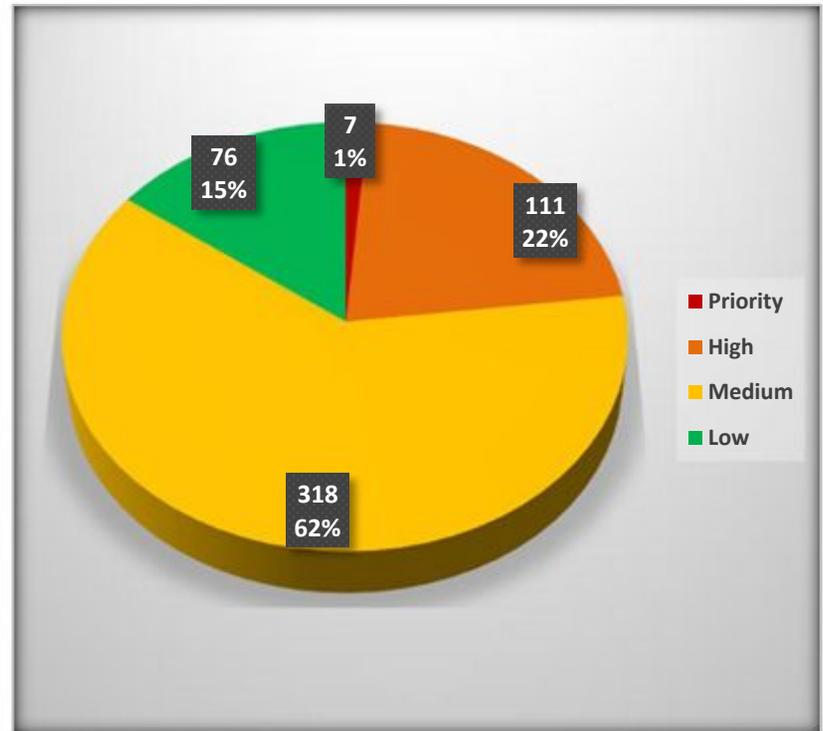
## Systemwide Internal Audit Hours

- During Fiscal Year (FY) 2019, approximately 162k hours were incurred to complete the Systemwide Annual Audit Plan.
- Of these hours, 70% were spent on Assurance, Required, Consulting, Investigation, and Follow-up engagements.

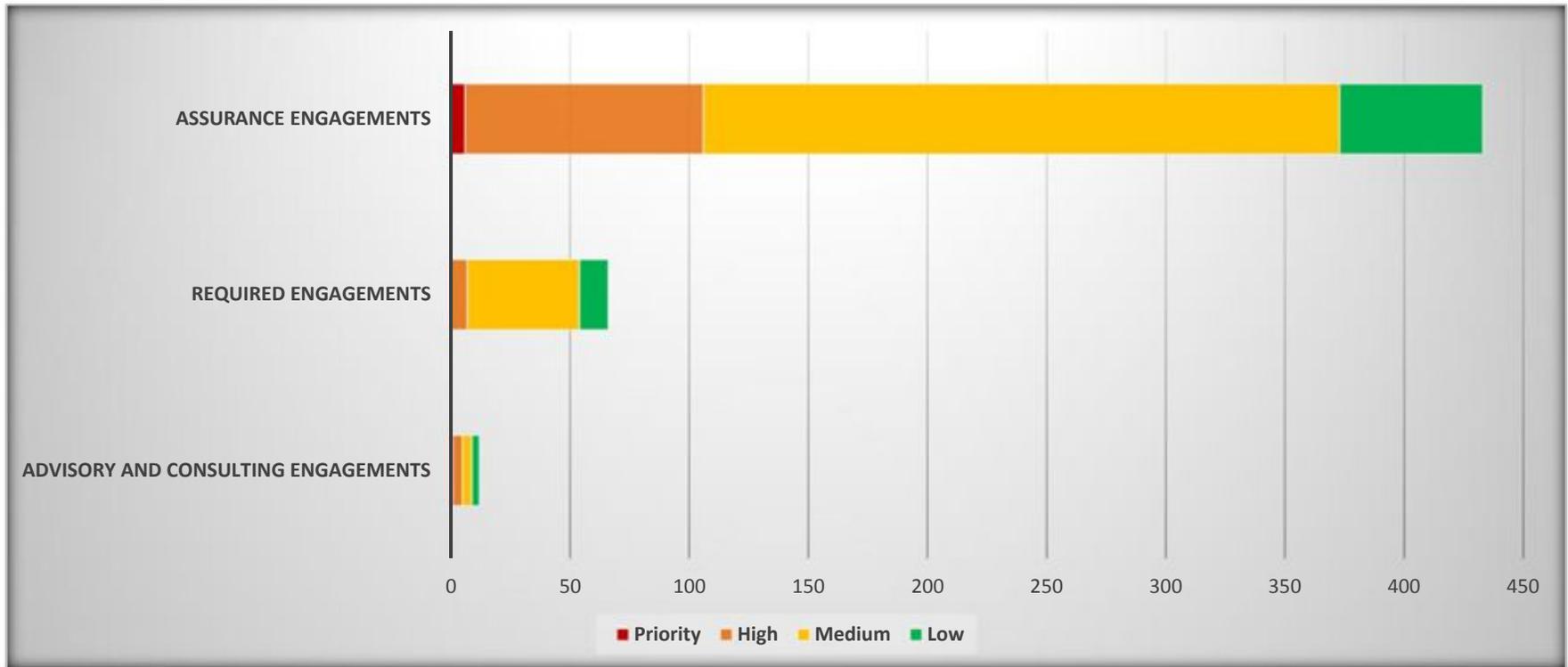


## Systemwide Internal Audit Reports and Findings

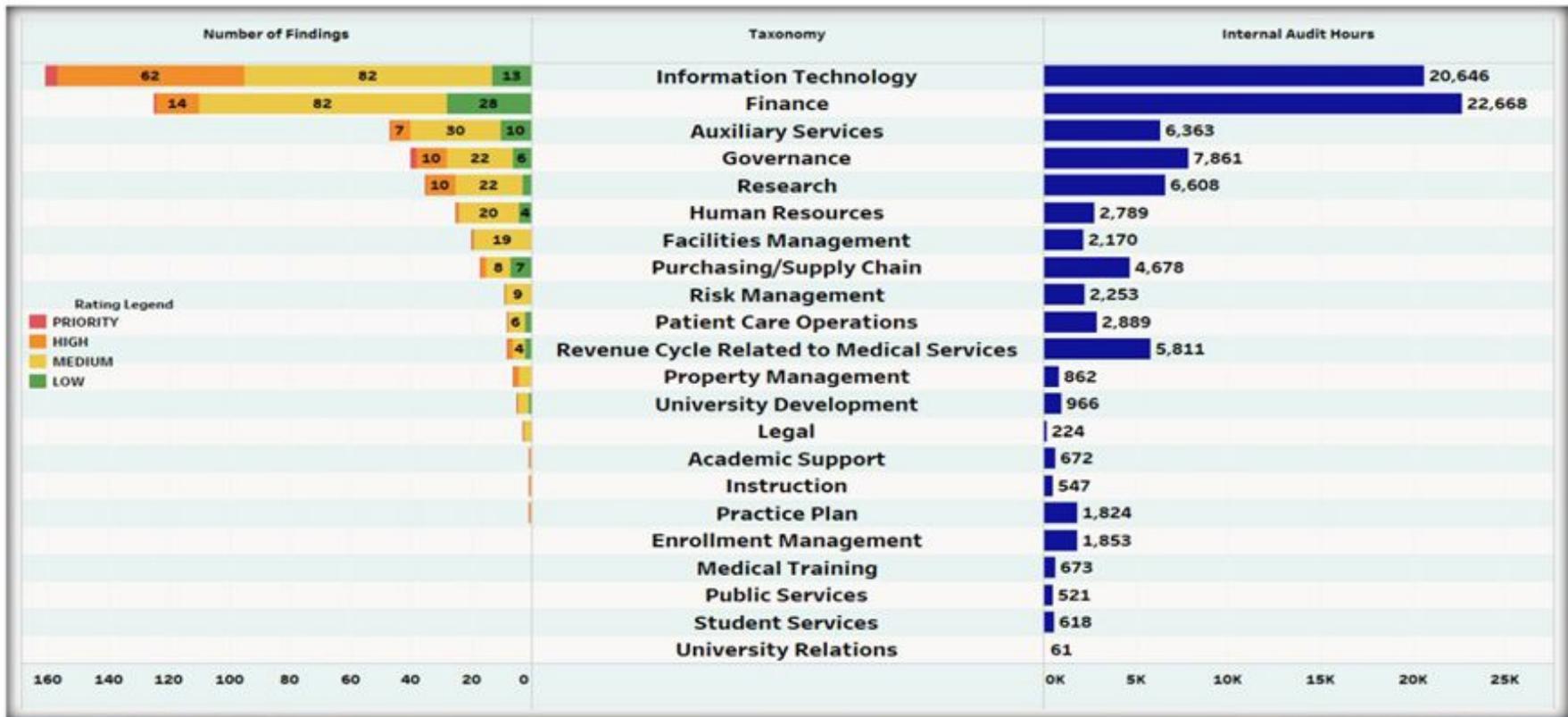
- In FY 2019, 242 engagement reports and memos were issued.
- 127 of the 242 reports resulted in 512 findings ranked as follows:
  - 7 Priority level findings
  - 111 High level findings
  - 318 Medium level findings
  - 76 Low level findings
- Average client survey score for these engagements was 4.63 (5 - strongly satisfied to 1 - strongly dissatisfied), with an average response rate of 45%.



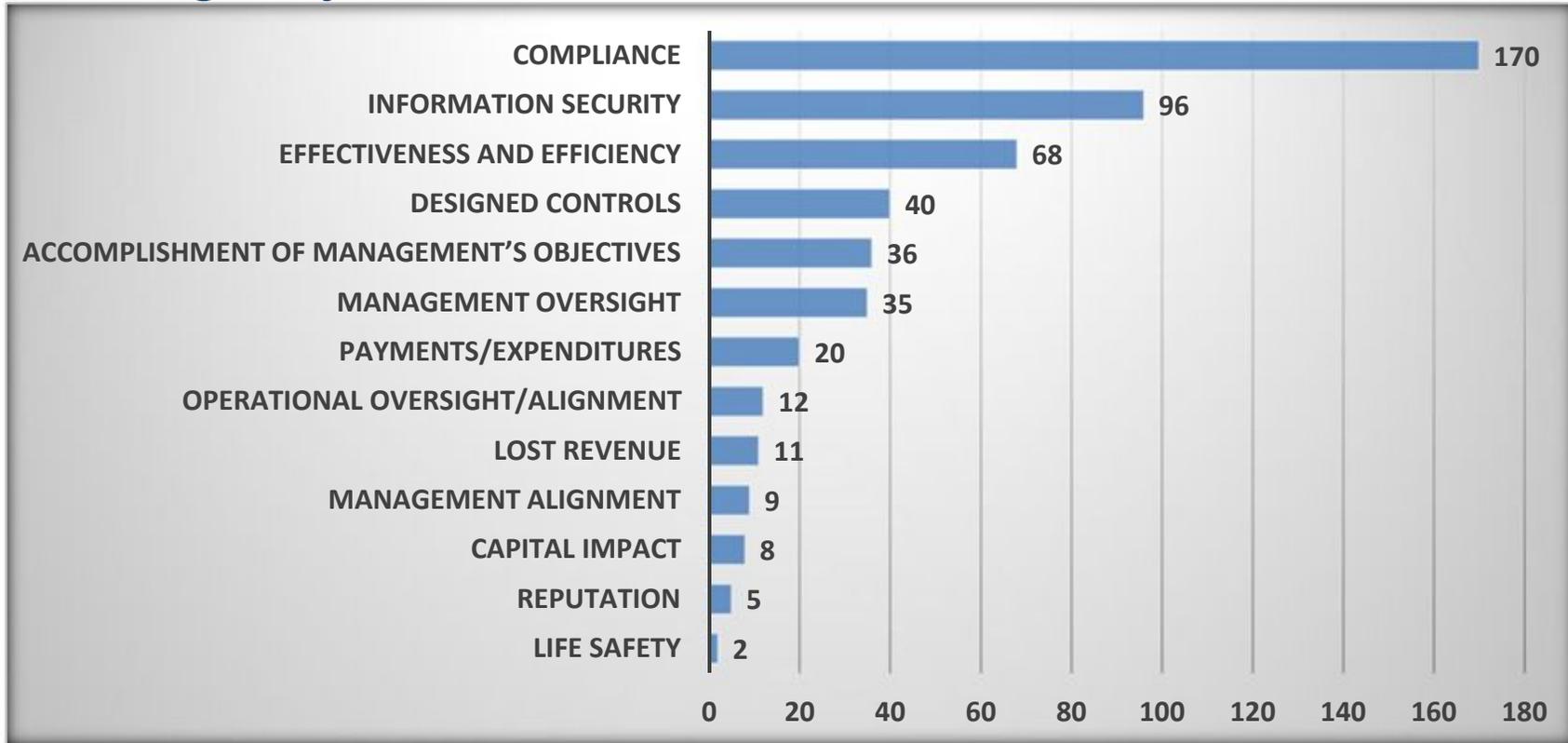
# Systemwide Finding Levels by Engagement Type



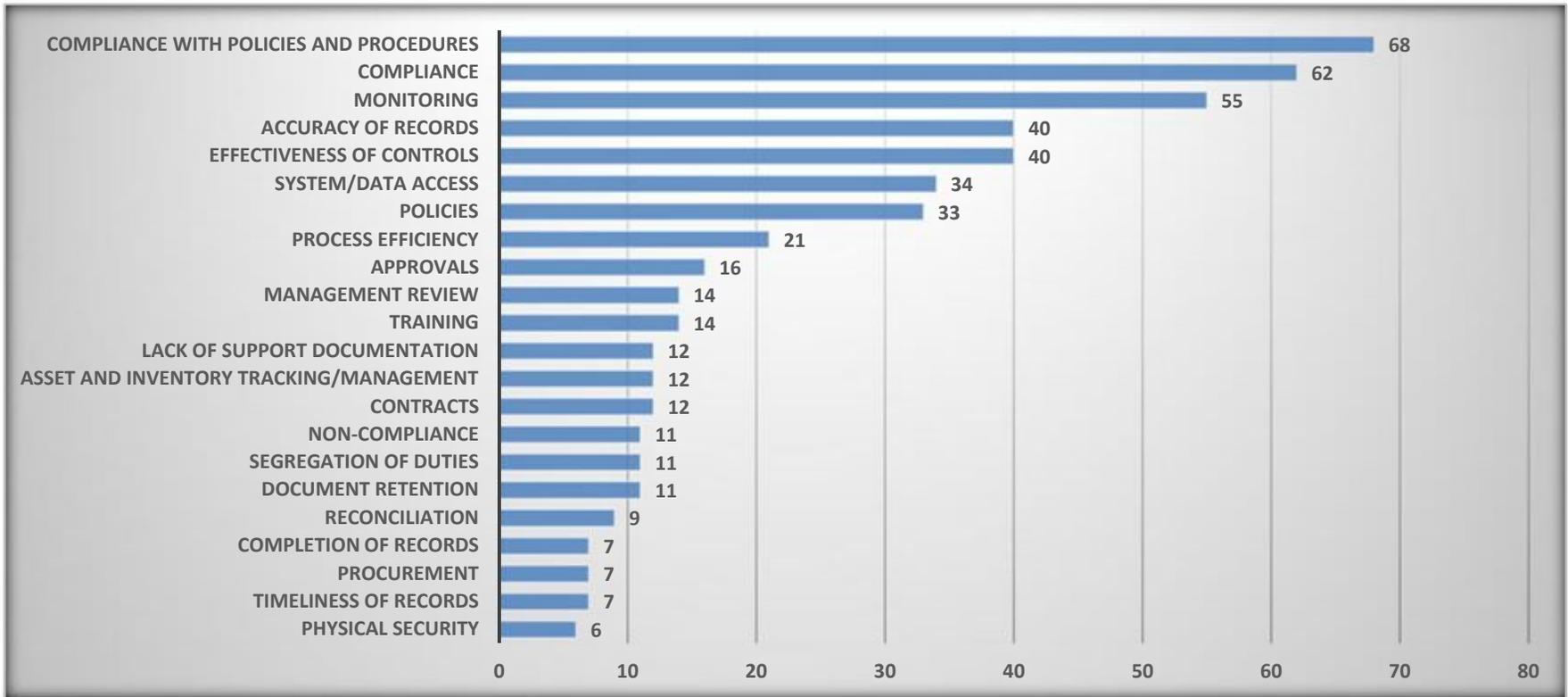
# Findings by Subject Area (Taxonomy) - Systemwide



# Findings by Risk Factors

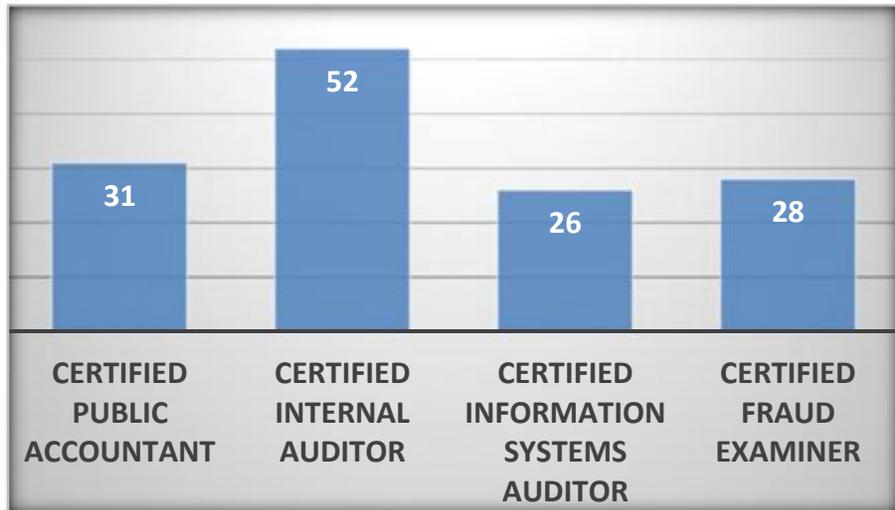


# Findings By Categories



## Internal Audit Competencies

- On average, 75% of professional employees hold the following certifications:



- Approximately, 35% of professional employees hold advanced degrees
- Average number of years of relevant and U. T. experience is 17 and 9 years, respectively
- Professional employees participate in an average of 55 hours of continuing professional education during the fiscal year



## Professional Contributions by Internal Audit Staff

- Held several board and other leadership positions on professional organizations and advisory boards at the local, national, and global levels
- Presented at various conferences to provide continued professional education trainings
- Served as part-time adjunct and guest lecturers, participated in student mentorship program, and made presentations to auditing classes
- Contributed in various roles to multiple professional publications



## Student Opportunities in Internal Audit

- Provided professional auditing experience to students through educational partnerships, internships, and other activities



# Looking Ahead

- FY 2020 Initiatives
  - Developing and retaining talent
  - Increasing awareness of internal audit services
  - Enhancing audit reports



3. **U. T. System: Report on the results of the presidential and executive travel and entertainment expenses audits and discussion and possible appropriate action regarding frequency of future audits**

REPORT

Chief Audit Executive Peppers will present the results of the presidential and executive travel and entertainment expenses audits that were conducted across U. T. System. Summaries of the results for these audits were provided to the Audit, Compliance, and Risk Management Committee members prior to the meeting. In addition, Mr. Peppers will discuss and may recommend changing the frequency of future audits from every two years to a 'periodic' frequency based on an assessment of risk factors.

4. **U. T. System: Report on Guidelines for Available University Fund-funded System Administration Initiatives**

REPORT

Chief Audit Executive Peppers and Assistant Vice Chancellor for Budget and Planning Long will present the Guidelines for Available University Fund (AUF)-funded System Administration Initiatives, which is included on the following pages.

BACKGROUND INFORMATION

In August 2018, the System Audit Office issued a report on the Audit of AUF-Funded U. T. System Initiatives. The results led U. T. System Administration management to establish documented guidelines in the areas of initial evaluation, eligibility, oversight, project reporting, and post-project evaluation for System Administration initiatives funded by the AUF. This guidance will be codified as a U. T. Systemwide policy.

***Guidelines for Available University Fund-funded System Administration Initiatives  
(September 2019)***

**Overview**

Article 7, Section 18(f) of the Texas Constitution requires proceeds from the Available University Fund (AUF) be appropriated only for the payment of principal and interest due on Permanent University Fund (PUF) bonds, for UT Austin, or for UT System Administration operations and support for Board operations. UT System’s statutory responsibilities include providing oversight and coordination, as well as technical assistance, to UT System institutions. System initiatives focused on meeting those responsibilities may be eligible for funding from the AUF.

The UT System Board of Regents may occasionally be asked to authorize System initiatives funded fully or partially by the AUF. Adherence to the following guidelines will ensure compliance with law and appropriate oversight for System initiatives. These guidelines allow customization to fit the unique characteristics of individual initiatives, while providing information and data to facilitate effective oversight.

**Prior to Seeking Board of Regents Approval**

**Initiative Evaluation**

Prior to requesting Board approval for an AUF-funded System initiative, UT System leadership will conduct an evaluation of the proposed initiative and consultations with UT institutions, as appropriate, to ensure institutional support. The evaluation process should include review of a comprehensive business plan that incorporates the following elements:

<b><u>Element</u></b>	<b><u>Description</u></b>
Scope of Work	Must clearly communicate the initiative’s goals and the steps to achieve those goals.
Oversight/Accountability Plan	Should include a plan for an oversight group from outside the initiative’s project team, to receive regular status reports and provide guidance. This oversight group should be structured to reflect the scale of the initiative and, at a minimum, include financial oversight and accountability.  An AUF-funded initiative should be assigned to the oversight of an Executive Vice Chancellor; depending on the complexity of the initiative and size of the budget, additional oversight may be required.
Staffing Plan	Should identify the level and type of staffing or structure and include an Initiative Director or Team Leader. Any changes to staffing or structure must be communicated to the initiative’s oversight group for review.
Project Plan	Should include specific tasks, milestones, and an overall timeline. Any changes to the timeline should be brought to the initiative’s oversight group for review.

Budget	Should include detail on personnel, equipment, travel, and other expenses by time period (e.g., year). Expenses should be aligned with activities in the project plan.
Anticipated Outcomes	Should include specific outcomes to measure the initiative’s performance.
Stakeholder Support	Should identify institutional stakeholders at appropriate levels of leadership and describe institutional support for the initiative.

**AUF Eligibility**

If the evaluation process results in a decision by the Chancellor to recommend a System initiative, a determination will be made regarding eligibility for AUF funding. If the Chancellor decides to present the project and funding request to the Board of Regents, the Office of Budget & Planning will prepare a notice to the Legislative Budget Board, as required by law, at least 30 days prior to consideration by the Board.

**If Board Approval Received**

**Oversight**

The assigned Executive Vice Chancellor will monitor progress at least annually to assure oversight is consistent with the business plan.

For a project with a total budget exceeding \$20 million or for which annual expenditures exceed \$10 million, an annual project audit will be conducted. For other projects with a total budget exceeding \$5 million, the project audit will take place at the end of the project.

**Project Reporting**

The assigned Executive Vice Chancellor will report annually to the Chancellor in coordination with the annual budget cycle. The report will include the following:

- Summary of activities and accomplishments
- Analysis of work performed in comparison to the initiative’s workplan with variance analysis, if appropriate
- Financial report for the reporting period showing actual expenditures in comparison to the initial budget with variance analysis
- Overall assessment of the initiative’s status with appropriate remediation steps, if appropriate

**Post-Project Evaluation**

Within 2 months of the conclusion of the initiative, a final project report will be submitted to the Chancellor by the assigned Executive Vice Chancellor, describing the project approach, methodology, findings, conclusions, and any outcomes. The report should also include a complete financial summary and should identify lessons learned and best practices.

Project closure occurs when a report is submitted to the Board of Regents by the Chancellor.

5. **U. T. System: Review and discussion of the Systemwide Information Security Risk Report**

REPORT

Ms. Helen Mohrmann, Chief Information Security Officer, will report on the Systemwide Information Security Risk Report. A PowerPoint presentation is set forth on the following pages.

BACKGROUND INFORMATION

Over the course of FY2019, System Audit Office and the Office of Information Security partnered with the U. T. institutions and Baker Tilly to develop a report for each Information Security Officer to review with their institutional audit committee. The report assigns a risk rating to each of eighteen risks and discusses the mitigation strategies employed for those risks. This is the first time the consolidated view of those reports will be presented to the Audit, Compliance, and Risk Management Committee.

# Information Security Risk Report

Ms. Helen Mohrmann, Chief Information Security Officer

U. T. System Board of Regents' Meeting  
Audit, Compliance, and Risk Management Committee  
November 2019



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# Purpose of the Report

- Educate institutional leadership and external Audit Committee members
- Enable a systemwide overview

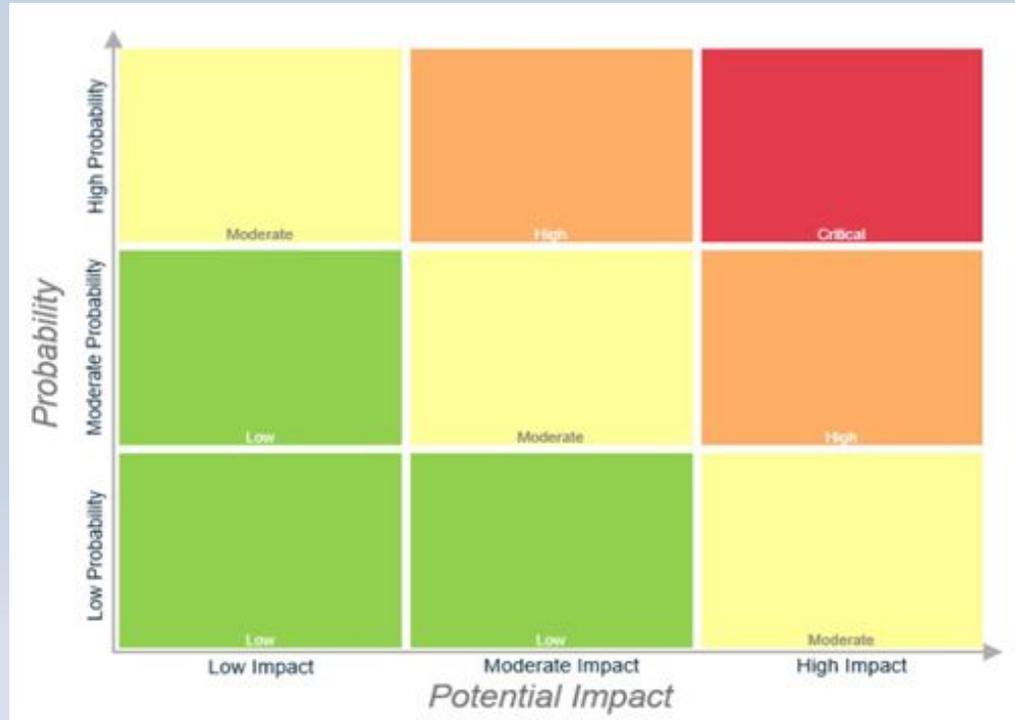


# Scope of the Report

- Presentation:
  - Ranking of risks with a focus on critical and high risks
  - Mitigation strategies
  - Current and target maturity levels
- Reference guide:
  - Overview of information assets
  - Overview of regulations
  - Definitions



# Report Leverages the System Audit Office Construct



# Issues Identified

- Sources of critical risk
  - Insider threats, vulnerability and patch management, asset and inventory management, and network security
- Sources of high risk
  - Funds for upgrades, inadequate IT and security staffing, access control management, and management of the IT lifecycle



# Example Risks and Mitigation Strategies

General Risk: Common taxonomy	Specific Risk: The nature of the risk as it applies to the institution	Business Impact: How would exploitation of this risk affect the business?	Mitigation Strategy: How is the risk being addressed?
Access control management at institution 1	The system does not require multi-factor authentication	Potential unauthorized access to confidential data	Budget includes funds to provide multi-factor application
Access control management at institution 2	The employee off-boarding process is erratic and inconsistent	Potential unauthorized access to data	A task force has been formed to re-design the process







**TABLE OF CONTENTS  
FOR  
FINANCE AND PLANNING COMMITTEE**

**Committee Meeting:** 11/13/2019

**Board Meeting:** 11/14/2019  
Austin, Texas

*R. Steven Hicks, Chairman  
David J. Beck  
Jodie Lee Jiles  
Janiece Longoria  
Kelcy L. Warren  
Rad Weaver*

	<b>Committee Meeting</b>	<b>Board Meeting</b>	<b>Page</b>
<b>Convene</b>	<i>10:30 a.m. Chairman Hicks</i>		
1. <b>U. T. System Board of Regents: Discussion and appropriate action regarding Consent Agenda items, if any, assigned for Committee consideration</b>	<i>10:30 a.m. <b>Discussion</b></i>	<b>Action</b>	<b>53</b>
2. <b>U. T. System: Financial Status Presentation</b>	<i>10:35 a.m. <b>Report/Discussion</b> Dr. Kelley</i>	Not on Agenda	<b>54</b>
3. <b>U. T. System Board of Regents: Update on University Lands</b>	<i>10:50 a.m. <b>Report/Discussion</b> Mr. Houser</i>	Not on Agenda	<b>67</b>
<b>Adjourn</b>	<i>11:00 a.m.</i>		

1. **U. T. System Board of Regents: Discussion and appropriate action regarding Consent Agenda items, if any, assigned for Committee consideration**

RECOMMENDATION

The proposed Consent Agenda items assigned to this Committee are [Items 4 - 8](#).

**2. U. T. System: Financial Status Presentation**

REPORT

Dr. Scott C. Kelley, Executive Vice Chancellor for Business Affairs, will discuss the Financial Status Presentation, the highlights of which are set forth in the PowerPoint on the following pages. The report represents the consolidated and individual operating detail of the U. T. institutions.

# U. T. System Administration

*Budget Historical Analysis*

*and*

*Fiscal Year-to-Date Actuals*

Dr. Scott Kelley, Executive Vice Chancellor for Business Affairs

U. T. System Board of Regents' Meeting

Finance and Planning Committee

November 2019

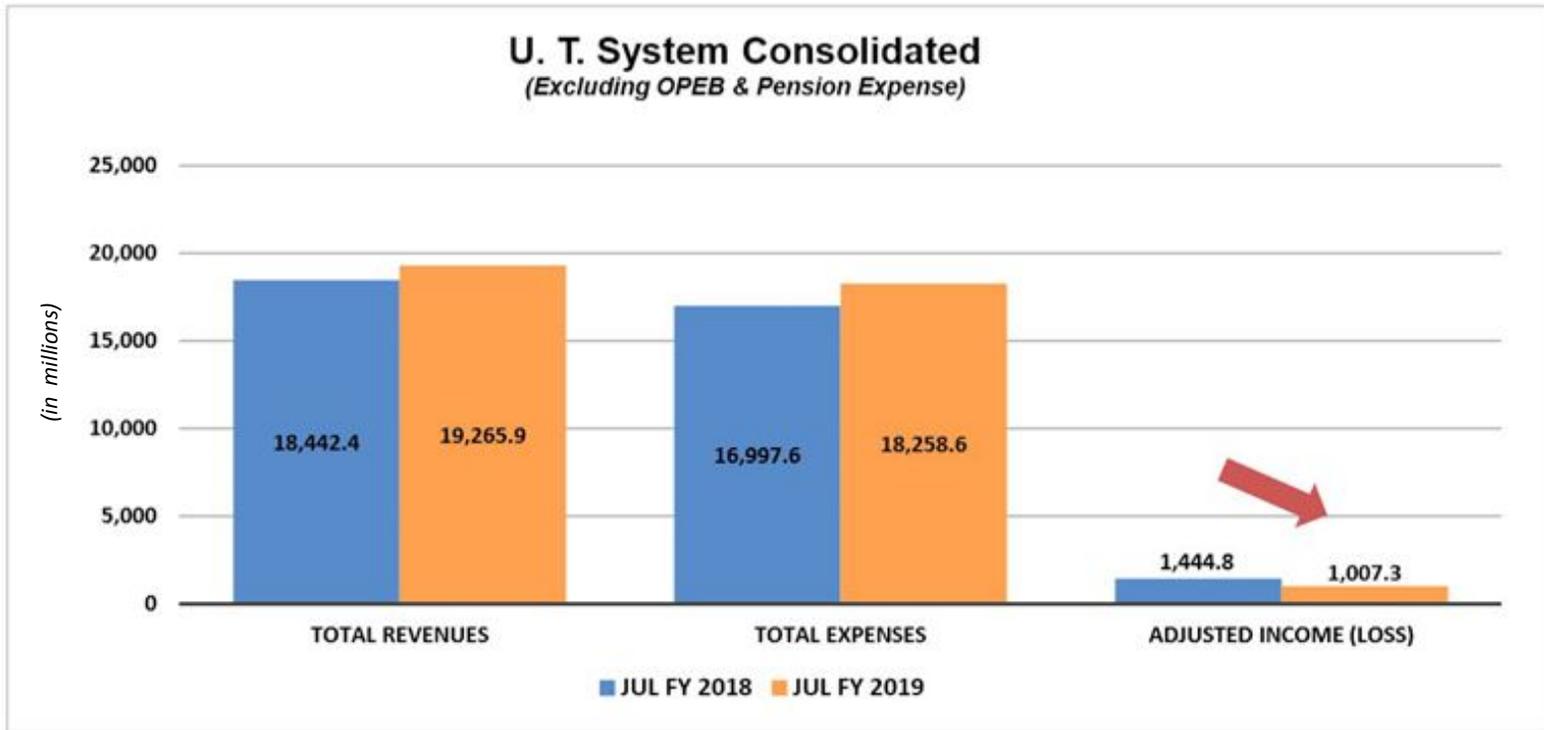


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# U. T. System Consolidated Landscape

For the Period Ending July 31, 2019

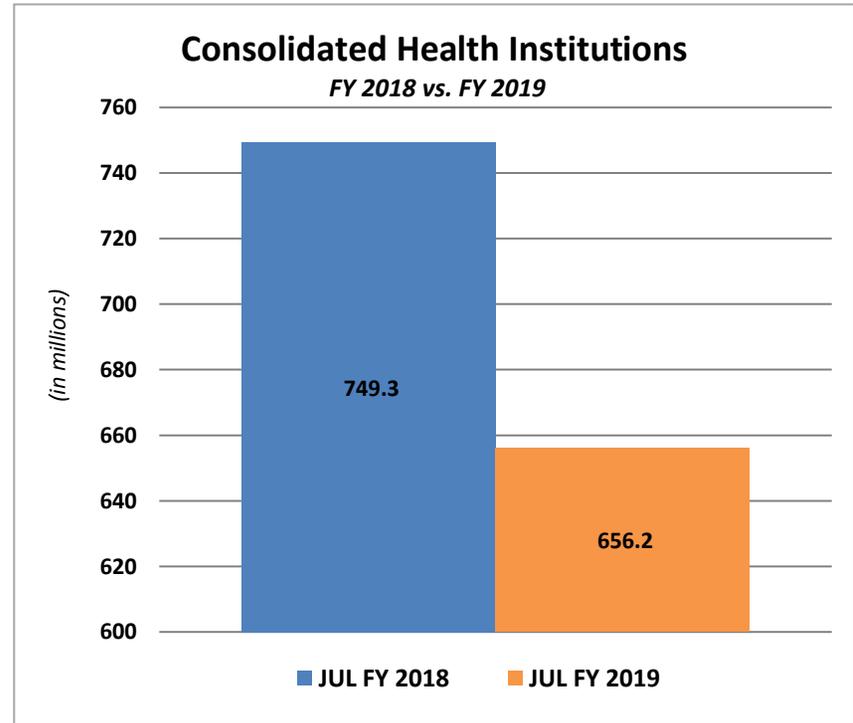
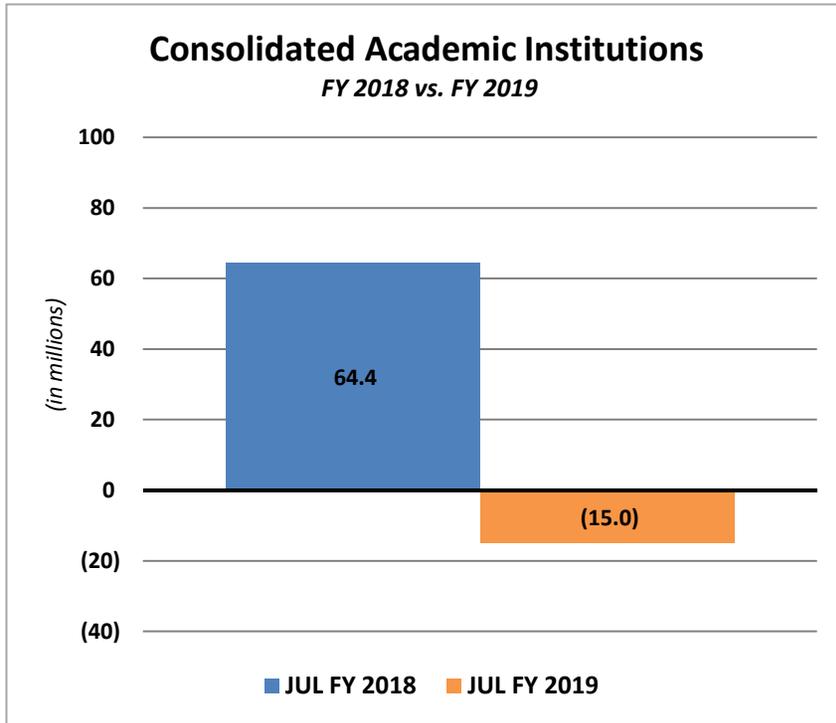


Source: July 2019 Monthly Financial Report



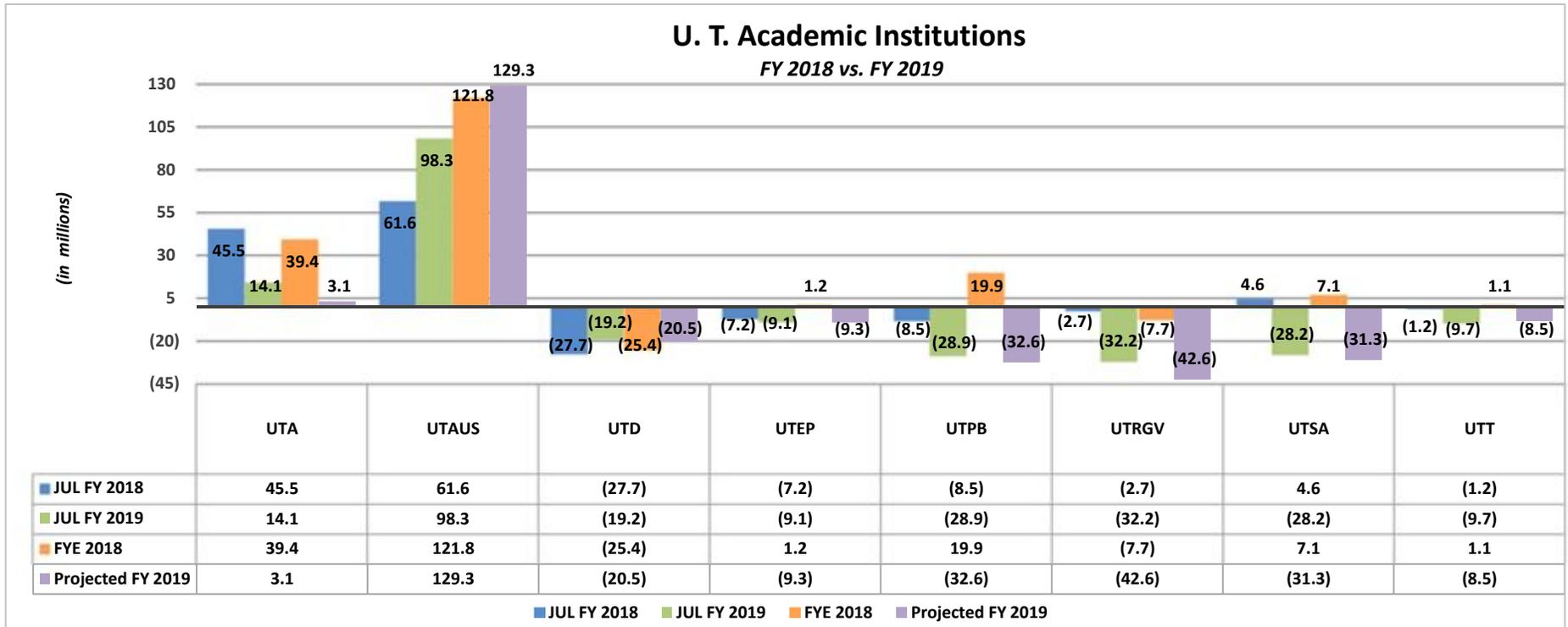
# Consolidated Adjusted Income (Loss) Comparison

For the Period Ending July 31, 2019

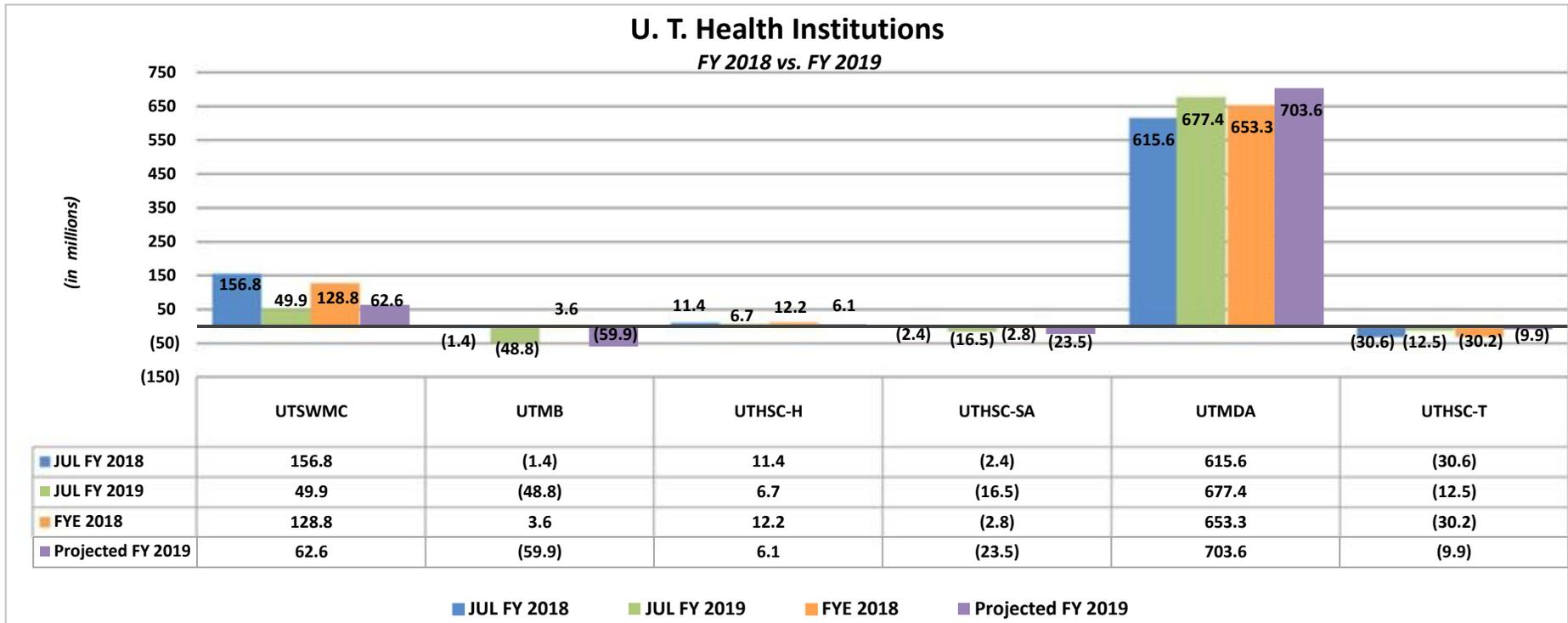


## Academic Adjusted Income (Loss) Comparison

For the Period Ending July 31, 2019



## Health Adjusted Income (Loss) Comparison For the Period Ending July 31, 2019



Source: July 2019 Monthly Financial Report



# Systemwide Operations Financial Summary

	FY 2019 Budget	FTEs	FYTD Actual (August 2019)	% of Budget
U. T. System Administration (AUF)	\$ 57,678,597	264.8	\$ 50,500,183	88%
Direct Campus Support (AUF)*	42,557,676	114.0	39,232,880	92%
Other Operations Funded with AUF Reserves	2,527,538	3.5	2,593,904	103%
Service Departments and Other Non-AUF**	<u>70,792,193</u>	<u>291.7</u>	<u>61,185,620</u>	<u>86%</u>
<b>Total – U. T. System Administration and Campus Support</b>	<b>\$ 173,556,004</b>	<b>674.0</b>	<b>\$ 153,512,587</b>	<b>88%</b>

\* Direct Campus Support includes \$1.1 million in FY 2019 funded from AUF reserves.

\*\* The Board of Regents has approved the budget and FTEs related to University Lands. 2/3 of the overall University Lands budget and August YTD actuals are represented in the above amounts. The Board of Regents has also approved the portion (1/3 of the overall University Lands budget) that supports Texas A&M University.



## U. T. System Administration (AUF)

	FY 2019 Budget	FTEs	FYTD Actual (August 2019)	% of Budget
Board of Regents	\$ 2,222,456	10.0	\$ 2,184,207	98%
System Audit	2,515,075	13.3	2,472,035	98%
Chancellor	1,386,436	5.9	956,296	69%
Police	2,958,834	15.0	3,071,464	104%
Information Security	2,163,100	12.0	1,831,676	85%
Compliance	1,098,415	5.3	929,495	85%
Human Resources	1,667,867	12.0	1,243,498	75%
Academic Affairs	8,809,355	41.3	7,999,663	91%
Health Affairs	3,114,460	12.0	2,547,874	82%
Business Affairs	12,711,998	70.2	11,985,296	94%
External Relations	3,172,191	20.1	2,761,642	87%
General Counsel	4,591,358	26.2	4,348,819	95%
Governmental Relations	1,558,254	10.5	1,459,930	94%



## U. T. System Administration (AUF)

	FY 2019 Budget	FTEs	FYTD Actual (August 2019)	% of Budget
Talent & Innovation (Tech Commercialization)*	\$ 1,892,992	6.0	\$ 1,454,348	77%
External Audit	1,933,408	–	1,846,737	96%
Center for Enhancing Philanthropy	755,092	3.0	230,679	31%
Organizational Effectiveness	405,297	2.0	279,592	69%
OTIS Assessment to AUF	2,276,102	–	2,288,345	101%
Merit/Staffing Adjustment	1,718,590	–	–	N/A
Contracted Professional Services	<u>727,317</u>	<u>–</u>	<u>608,587</u>	<u>84%</u>
<b>Total</b>	<b>\$ 57,678,597</b>	<b>264.8</b>	<b>\$ 50,500,183</b>	<b>88%</b>

\* Includes management of the Horizon Fund



## Direct Campus Support (AUF)

	FY 2019 Budget	FTEs	FYTD Actuals (August 2019)	% of Budget
Shared Information Services *	\$ 24,708,332	114.0	\$ 21,674,809	88%
Digital Library Services	8,267,034	–	8,267,034	100%
Campus Insurance and IT	<u>9,582,310</u>	<u>–</u>	<u>9,291,037</u>	<u>97%</u>
<b>Total **</b>	<b>\$ 42,557,676</b>	<b>114.0</b>	<b>\$ 39,232,880</b>	<b>92%</b>

\* Shared Information Services includes \$1.1 million in FY 2019 funded from AUF reserves.



## Other Operations (AUF Reserves)

	FY 2019 Budget	FTEs	FYTD Actuals (August 2019)	% of Budget
Buffalo Pointe	\$ 360,000	–	\$ 54,361	15%
QL Healthcare Enterprise Collaboration	662,400	–	653,198	99%
Public Health	309,375	0.5	729,201	236%
Other Quantum Leaps	<u>1,195,763</u>	<u>3.0</u>	<u>1,157,143</u>	<u>97%</u>
<b>Total</b>	<b>\$ 2,527,538</b>	<b>3.5</b>	<b>\$ 2,593,904</b>	<b>103%</b>



# System Administration and Service Departments (Non-AUF)

(Excluding Self-Insurance Funds)

	FY 2019 Budget	FTEs	FYTD Actuals (August 2019)	% of Budget
University Lands*	\$ 16,418,777	43.4	\$ 12,223,744	74%
OCP/OFPC/Facilities	17,985,834	79.3	14,213,437	79%
Employee Benefits	4,612,038	38.3	4,647,596	101%
Technology and Information Services	4,363,024	27.5	3,967,476	91%
Office of Risk Management	3,626,207	27.8	3,551,393	98%
External Relations	1,633,931	6.9	1,386,804	85%
Office of General Counsel	4,833,631	31.4	3,940,735	82%
TMSAS/JAMP	6,864,087	15.0	6,596,563	96%
External Audit	816,679	–	795,444	97%
Chancellor	1,977,200	1.0	1,093,357	55%
Systemwide Compliance	1,510,300	1.0	1,165,641	77%
Other**	<u>6,150,485</u>	<u>20.1</u>	<u>7,603,427</u>	<u>124%</u>
<b>Total</b>	<b>\$ 70,792,193</b>	<b>291.7</b>	<b>\$ 61,185,620</b>	<b>86%</b>

\* The budget and August YTD actuals shown represent 2/3 of the overall University Lands budget (the portion that is attributable to the University of Texas System support).

\*\* Other primarily includes the non-AUF costs of various System departments such as Finance, Information Security, Controller, etc. Excluded are self-insurance funds, federal Medicare Part D reimbursements, systemwide software which is centrally negotiated and reimbursed by campuses (e.g. licenses for Microsoft, Incommon, Oracle and Verisign), and the debt service on the U. T. System Building.



# Systemwide Operations Financial Summary

	FY 2019 Budget	FTEs	FYTD Actuals (August 2019)	% of Budget
<b>U. T. System Administrations and Direct Campus Support - Operations</b>	<b>\$ 173,556,004</b>	<b>674.0</b>	<b>\$ 153,512,587</b>	<b>88%</b>
Lone Star Stroke (GR appropriation)	1,645,390	–	1,645,390	100%
Systemwide Software Licenses*	18,937,053	–	20,460,479	108%
Medicare Part D Federal Support**	14,260,000	–	28,997,530	203%
UTSB Debt Interest	3,506,000	–	2,985,147	85%
PUF Debt Interest (All campuses)	125,650,000	–	109,137,659	87%
Depreciation***	<u>19,500,536</u>	<u>–</u>	<u>23,804,108</u>	<u>122%</u>
<b>U.T. Systemwide Operations****</b>	<b>\$ 357,054,983</b>	<b>674.0</b>	<b>\$ 340,542,899</b>	<b>95%</b>

\* Includes systemwide software licenses such as those for Microsoft, Incommon, Oracle and Verisign along with campus assessments supporting the UT Austin Digital Library.

\*\* Federal support to partially offset claims activity associated with offering retiree prescription drug coverage.

\*\*\* Depreciation budget is net of the capital outlay budget adjustment. Depreciation is added and capital deducted to better align budget with actual entity-wide financial performance.

\*\*\*\* Excludes budgeted self-insurance claims activity.

NOTE: The Board of Regents has approved the budget and FTEs related to University Lands. 2/3 of the overall University Lands budget and August YTD actuals are represented in the above amounts. The Board of Regents has also approved the portion (1/3 of the overall University Lands budget) that supports Texas A&M University.



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3. **U. T. System Board of Regents: Update on University Lands**

REPORT

Mr. Mark Houser, Chief Executive Officer - University Lands, will report on matters related to University Lands using the PowerPoint presentation set forth on the following pages.



# University Lands (UL) Update

Mr. Mark Houser, Chief Executive Officer – University Lands

U. T. System Board of Regents' Meeting  
Finance and Planning Committee  
November 2019



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# UL Organizational Structure



# UL Economic Development Opportunities

Strong Commercial Focus

<p><b>Oil and Gas Resources</b></p> 	<p><b>Water Resources &amp; Logistics</b></p> 	<p><b>Solar and Wind</b></p> 	<p><b>Other Surface Activities</b></p> 
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Excellent Environmental Stewardship



# UL FY2019 Year-End Results

- **REVENUE:** Revenue of \$1.135 billion exceeded FY2018 revenue and was the highest revenue year since FY2014
  - Record surface (AUF) revenue of \$111MM – **up 26% year over year**
  - Record oil royalty of \$825MM
- **EXPENSES:** Expenses 10% below budget at \$22.0 million due to delays in timing of projects
  - \$0.93/barrels of oil equivalent (BOE) unit costs and 1.93% of revenue
- **PRODUCTION:** Record production year with rates peaking at a combined volume of ~300,000 BOE per day – **up 13% year over year**
- **ASSET VALUE:** ‘Proved Reserves’ down 3% year-over-year due to lower long-term pricing and area-specific development delays; Value per acre of Proved Reserves up 21% year-over-year on price neutral basis
- **KPIs & ORGANIZATIONAL PERFORMANCE TARGETS:** Met 158% of pre-determined KPIs
  - PUF Revenue; AUF Revenue; Production; Expenses per Barrel of Production; and Proved Reserves Growth
- **VALUE-ADD OF FY2019 INITIATIVES:** New FY2019 initiatives/agreements valued at \$1.2 billion



# Key FY2019 Initiatives: Total Future Value-Add

- ~\$1 billion in PUF (mineral development) initiatives
  - Nine (9) significant oil and gas development negotiations completed with operators spanning all three of UL’s key oil and gas basins
  - Increased footage commitment of >1.4 million horizontal feet (~155 wells)
- ~\$200 million in AUF (surface) initiatives
  - Majority of AUF initiatives also have a ‘stewardship’ focus (water preservation, renewable energy, transportation solutions)
  - Generated ~\$26 million in FY19 current year revenue
- Proved Reserves Value Per Acre increased by 21% year-over-year from \$3,876 to \$4,895 (price neutral)

**Projected Value-Add from Initiatives Executed in FY2019\***

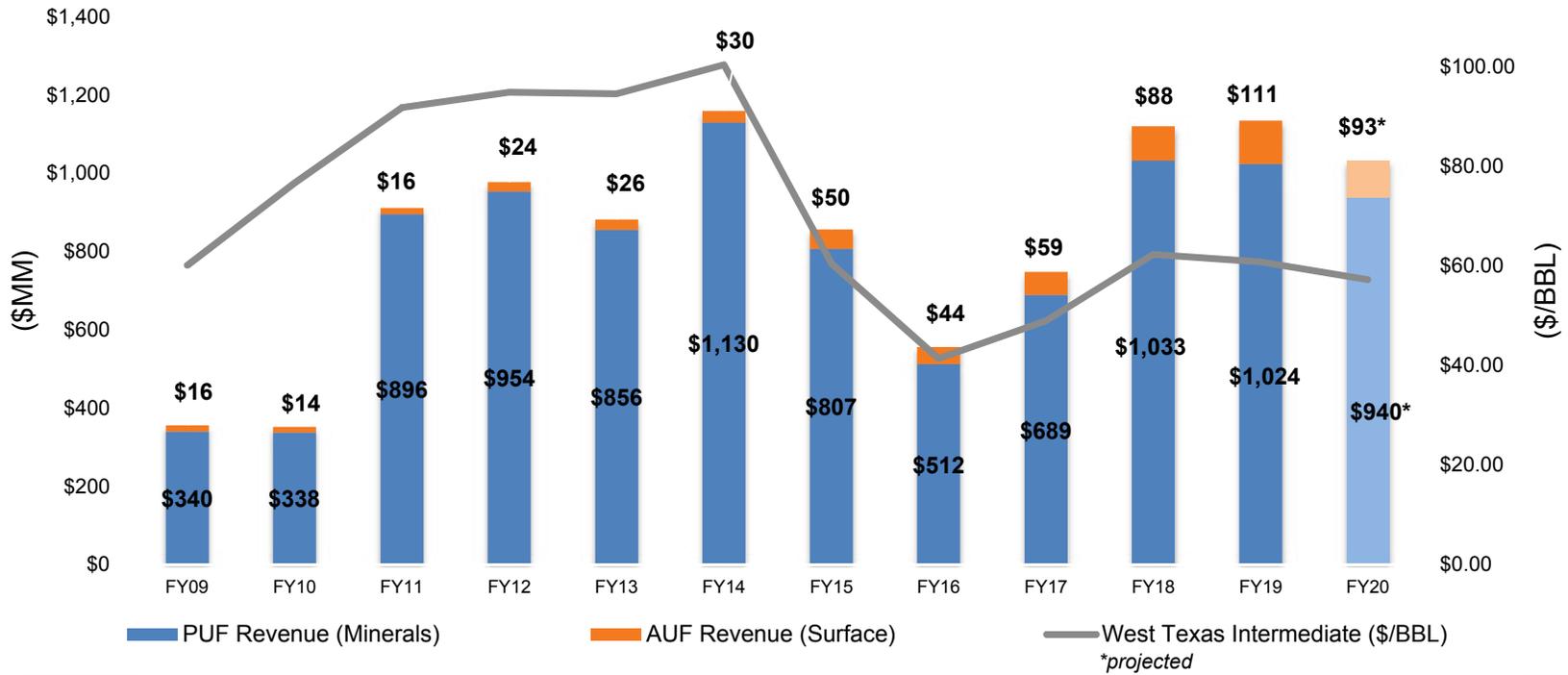


■ PUF (Mineral)      ■ AUF (Surface)

*\*Numbers are PV6; Projects/developments have to come to fruition for value to be realized*



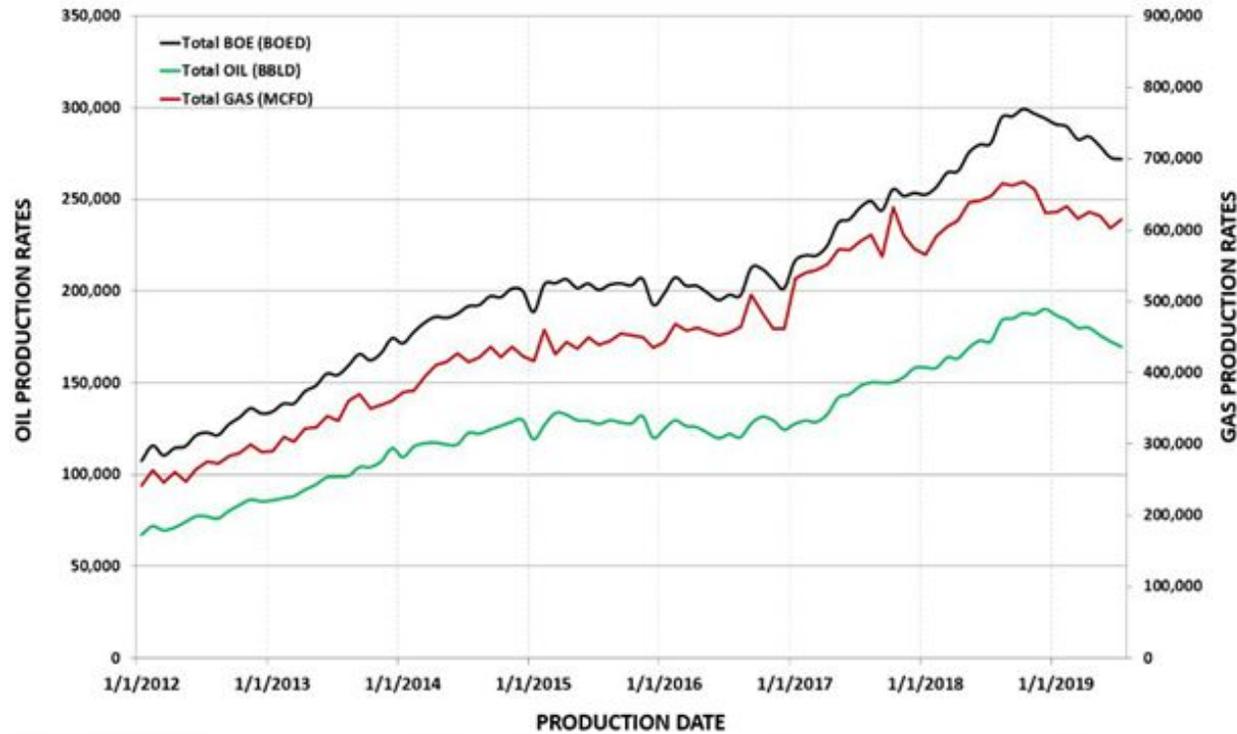
# PUF and AUF Revenue vs. WTI



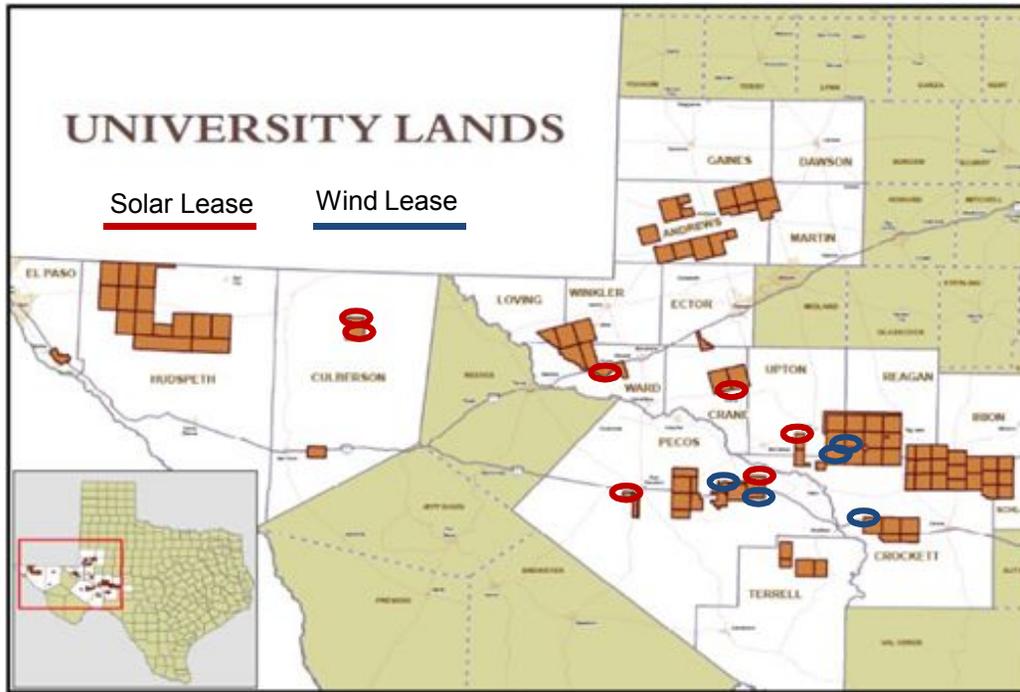
Agenda Book - 73



# PUF Lands Daily Production



# Renewable Energy Leasing



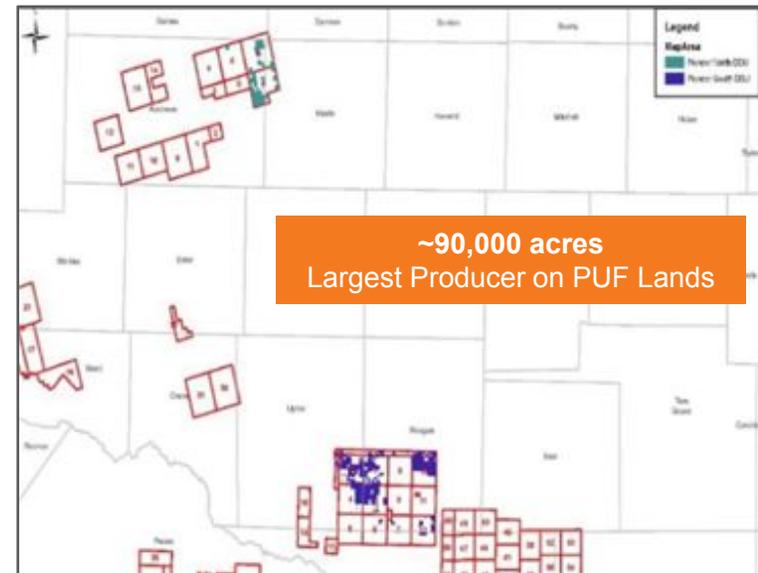
- 12 leases executed
    - Two additional leases being negotiated
  - 110,000 acres leased
  - 2,100 MW total plant capacity
  - \$210MM Total Present Value (PV)
    - \$6,500 PV per acre (solar)
    - \$1,000 PV per acre (wind)
- Locked-in, long-term surface revenue
  - Significant increase over grazing revenue
  - Social and environmental benefits
  - Oil and gas development can continue



# Key Oil & Gas Development Negotiation: Pioneer

*December 2017 – November 2019*

- Combines Pioneer’s leased acreage in north and south under one development agreement
- Increases drilling obligation by 75% to 700,000’ (70-100 wells) over 10 years with upside to increase up to 2,000,000’ with royalty incentives
- Penalties in place for non-performance
- Will require Pioneer to spend a minimum of ~\$700MM in capital on PUF Lands over next 10 years
- \$2MM damages payment requirement for surface-related issues; requires compliance with UL processes and contracts



# Environmental Stewardship & Resource Conservation

## University Lands' Mission

“To maximize the revenue from The Permanent University Fund (PUF) Lands by applying intensive management, accounting, conservation and environmental programs, which improve and sustain the productivity of The PUF Lands, protect the interests of The University of Texas System and promote awareness and sensitivity for the environment.”



- Lease Inspections
- Emissions Inspections
- Surface Restoration

- Water Management & Conservation Initiatives
- Range Management
- Wildlife & Endangered Species Management



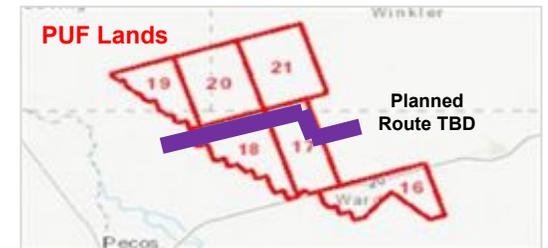
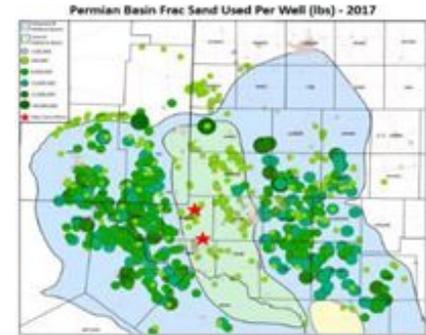
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# Transportation Solutions



- Delivery of sand to hydraulically fracture wells is a key component for successful development of oil and gas resources
  - Typical well requires 15 million pounds of sand, requiring 325 truckloads
  - “Overland Conveyor” agreement executed with Atlas Sand in April 2019
  - Helps operators on and off PUF Lands, encourages accelerated development
  - Increases surface/AUF revenue to University Lands with new revenue stream
- Frac sand conveyor to span ~40 miles in total, ~12 miles on PUF Lands
  - Will convey 8 million to 12 million tons of sand per year
  - Estimated to reduce truck traffic by ~**18 million ‘truck miles’ per year**
  - More safely and reliably delivers high quality local sand to operators, further contributing to job creation, economic growth and energy security
- Atlas is currently working on the engineering and design of the conveyor and securing final necessary right-of-way with a final investment decision expected by Q1 2020
- Several customers already identified



# UL Lease Evaluation Team

*Cross-departmental collaboration*

## FY2019 Results

- 35 leases evaluated
- 33 well tests completed
- 13 leases terminated due to low oil and gas production or no oil and gas production
- **178 wells plugged**
- **9,900 acres returned to inventory**

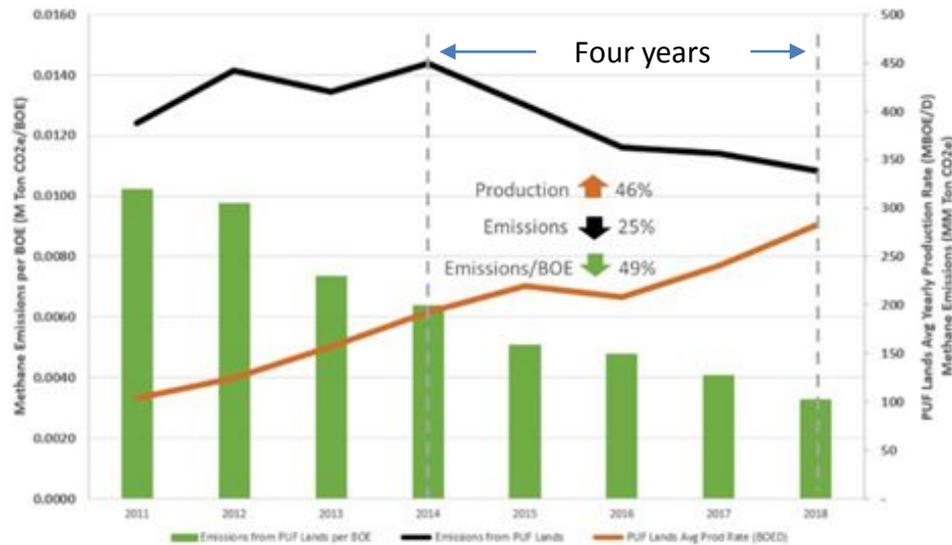
## Lease Restoration Example



- **50** oil and gas wells plugged
- **55** miles of steel and poly flowline removed
- **85** miles of powerlines/ poles removed
- **2** tank batteries reclaimed
- **3** satellites reclaimed
- **1** water station reclaimed



# Emissions Performance Trends & Inspections

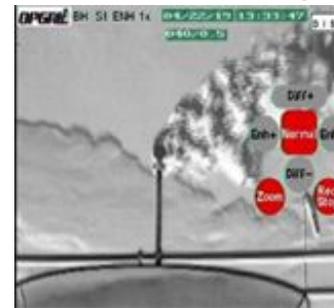


Sources: EPA FLIGHT Tool; University Lands' Internal Data, Enverus/DrillingInfo & IHS Enerdeq

## Leak Detection and Repair (LDAR)

- ~350 Infrared camera spot checks in 2019
- Average 15 inspections monthly

Infrared Camera Image



## Emissions Inspection Example

- LDAR identified non-functioning Vapor Recovery Unit (VRU)
- Notified Operator
- New VRU Installed

Vapor Recovery Unit



# UL's Key Long-Term Focus Areas

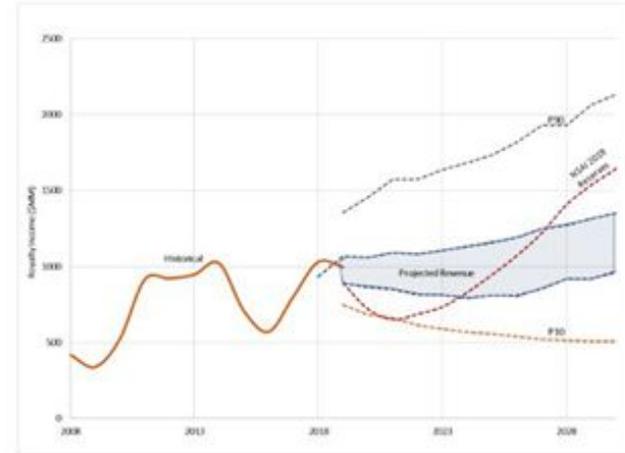
- **Emphasize prudently accelerated oil and gas development**
  - Incentivizing activity acceleration, optimal spacing and completions
  - Capital scarcity and consolidation can “deprioritize” less attractive acreage
  - Challenge is financial condition of several lessees with significant acreage holdings
- **Intensify/strengthen environmental strategy and objectives**
- **More local impact** – explore ways UL can help address West Texas infrastructure, health, education constraints
- **Continue water infrastructure initiatives**
- **Prudently increase wind and solar development**



# UL Strategic Plan Update – Q1 2020

## • PUF Lands – The Next 10 Years

- Dynamics of long-term energy supply and demand
- Expected growth & increased business complexity
- Risks & Challenges - market, regulatory and environmental
- Alignment with PUF Objectives
- Succession Planning and Talent Retention
- Prudent Oversight & Stewardship



10 Year Revenue  
**\$16.7 billion**

10 Year Revenue  
**\$9.2 billion**

10 Year Revenue  
**\$8.4 to \$11.4 billion**

10 Year Revenue  
**\$6 billion**



Strategic development of mineral resources on PUF Lands



Increased funding for the Permanent University Fund



Maximum benefit for UT and Texas A&M students





**TABLE OF CONTENTS  
FOR  
ACADEMIC AFFAIRS COMMITTEE**

**Committee Meeting:** 11/13/2019

**Board Meeting:** 11/14/2019  
Austin, Texas

*Rad Weaver, Chairman  
Christina Melton Crain  
R. Steven Hicks  
Janiece Longoria  
Nolan Perez  
Kelcy L. Warren*

	<b>Committee Meeting</b>	<b>Board Meeting</b>	<b>Page</b>
<b>Convene</b>	<i>1:00 p.m. Chairman Weaver</i>		
1. <b>U. T. System Board of Regents: Discussion and appropriate action regarding Consent Agenda items, if any, assigned for Committee consideration</b>	<i>1:00 p.m. Discussion</i>	<b>Action</b>	<b>84</b>
2. <b>U. T. El Paso: Approval of preliminary authority for a Doctor of Occupational Therapy degree program</b>	<i>1:02 p.m. Action President Wilson</i>	<b>Action</b>	<b>85</b>
3. <b>U. T. Rio Grande Valley: Approval to establish a Doctor of Occupational Therapy degree program in the College of Health Professions</b>	<i>1:05 p.m. Action President Bailey</i>	<b>Action</b>	<b>86</b>
4. <b>U. T. System: Approval of \$5 million in Available University Funds (AUF) to continue support of the Agreement of Cooperation in Higher Education and Research with The National Council of Science and Technology (CONACYT) of Mexico; and finding that the expenditure of AUF for this purpose is appropriate</b>	<i>1:10 p.m. Action Dr. Leslie</i>	<b>Action</b>	<b>90</b>
5. <b>U. T. San Antonio: Discussion and appropriate action regarding approval of an update to the Campus Master Plan</b>	<i>1:20 p.m. Action President Eighmy</i>	<b>Action</b>	<b>108</b>
<b>Adjourn</b>	<i>1:30 p.m.</i>		

1. **U. T. System Board of Regents: Discussion and appropriate action regarding Consent Agenda items, if any, assigned for Committee consideration**

RECOMMENDATION

The proposed Consent Agenda items assigned to this Committee are [Items 9 - 44](#).

**2. U. T. El Paso: Approval of preliminary authority for a Doctor of Occupational Therapy degree program**

**RECOMMENDATION**

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and the institutional president that the U. T. System Board of Regents approve

- a. preliminary authority for U. T. El Paso to create a Doctor of Occupational Therapy degree program; and
- b. notification of the proposal to the Texas Higher Education Coordinating Board.

**BACKGROUND INFORMATION**

U. T. El Paso requests preliminary authority to amass the resources needed to offer an Occupational Therapy Doctorate (OTD). The institution proposes to transition the current Master of Occupational Therapy (MOT) program to an OTD. The MOT program has maintained accreditation status with the Accreditation Council of Occupational Therapy Education (ACOTE) since the program first opened in 1992 as a bachelor's degree program. In 2005, the bachelor's program transitioned to a MOT program, complying with ACOTE's mandate of postbaccalaureate requirement for professional entry-level occupational therapy programs. U. T. El Paso anticipates admitting the last cohort of MOT students in Summer 2020. Students in the OTD program will be required to complete an additional 20 semester credit hours over one calendar year plus three semesters, to fulfill the doctoral degree requirements. The institution anticipates an initial cohort of 28 students in Summer 2021, with the plan to increase to 36 students over the next five years.

Nationally, the U.S. Bureau of Labor Statistics projects that by 2026 the number of occupational therapist jobs will increase from 130,400 to an estimated 161,400 (approximately 24%). Within the State of Texas, the number of jobs is expected to increase from 9,847 to an estimated 12,823 (approximately 30%). At Texas public institutions, there are eight master's degree programs and four doctoral programs. Since 2014, there have been approximately 1,500 master's degree graduates and 51 doctoral degree graduates from public institutions in Texas.

Once preliminary authority has been approved, U. T. El Paso will submit the full degree program proposal for approval to the U. T. System Board of Regents and the Texas Higher Education Coordinating Board.

3. **U. T. Rio Grande Valley: Approval to establish a Doctor of Occupational Therapy degree program in the College of Health Professions**

**RECOMMENDATION**

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and the institutional president that authorization, pursuant to the Regent's *Rules and Regulations*, Rule 40307, related to academic program approval standards, be granted to

- a. establish a Doctor of Occupational Therapy degree program in the College of Health Professions at U. T. Rio Grande Valley; and
- b. submit the proposal to the Texas Higher Education Coordinating Board for review and appropriate action.

**BACKGROUND INFORMATION**

**Program Description**

U. T. Rio Grande Valley proposes to develop a Doctor of Occupational Therapy (OTD) professional degree program, preparing students for eligibility for licensure and entry into the profession of occupational therapy. The OTD program will be an accredited, 3.5-year full-time program consisting of 117 credit hours of didactic, laboratory, clinical, and leadership instruction.

The OTD program is designed to develop occupational therapists with advanced skills in clinical practice, administration, clinical research, leadership, program and policy development, advocacy, education, and theory development. It will prepare graduates to practice in clinical, research, and academic environments as well as to be leaders in health management, maintenance, and promotion. The program will prepare graduates to address social determinants of health individually as well as practice in an inter-professional environment.

The proposed doctoral program responds to the changing demands of higher education, the health care environment, and within the profession of occupational therapy. The American Occupational Therapy Association (AOTA) has identified the doctorate level as the preferred path of entry into the profession. The Accreditation Council for Occupational Therapy Education (ACOTE) has established standards for this level of education and designated the doctorate as an avenue into the field. The doctorate degree will better prepare occupational therapy practitioners to practice and compete in a constantly changing health care delivery system.

Need and Student Demand

With an increasingly aging American population, the need for health care providers to assist in care and rehabilitation of injury and illness is expected to increase. Available positions in occupational therapy are expected to grow over the next decade. The U.S. Bureau of Labor Statistics (BLS) projects the employment of occupational therapists to grow 24% nationally from 2016 to 2026. Within the State of Texas, employment for occupational therapists is expected to increase by 30% from 2016 to 2026. The projected annual job openings in Texas is 850, due to growth and net replacement, and nationally there are 10,200 yearly openings. In 2017, 6,882 graduates passed the certification exam nationwide (AOTA Annual Programs Data Report 2017-2018).

With the state currently graduating approximately 180-200 occupational therapy students per year from eight accredited programs, there is a shortage of occupational therapists to replace and meet expected future needs. The BLS additionally reports that as of 2017, Texas had the second-highest employment level of occupational therapists in the U.S., with five of the top 10 paying metropolitan areas in the U.S. located in Texas.

Projected student demand is strong nationwide and regionally. According to data from the AOTA Annual Programs Data Report 2017-2018, national student demand is reflected by an outpacing of admissions slots by applications submitted.

AOTA Annual Academic Programs Data Report 2017-2018: Doctoral Degree-Level Programs for Occupational Therapy Students

	<b>Admissions Slots</b>	<b>Applications Submitted</b>	<b>Number of Students Admitted</b>	<b>Ratio of Students Admitted to Applications Submitted</b>
2013	183	721	160	0.22
2014	255	1,481	248	0.17
2015	299	1,973	288	0.15
2016	595	3,066	549	0.18
2017	765	3,862	702	0.18

Regional student demand appears strong as well. Applications to the Master of Occupational Therapy Program at U. T. Rio Grande Valley have increased from 88 applicants per year in 2015 to 300 applicants by 2018. This increase is anticipated to produce enough qualified applicants to fill a cohort of 32 students for admission. In addition, the Master of Occupational Therapy Program at U. T. Rio Grande Valley responds to more than 300 inquiries and requests for information about the program each year through in-person contact, e-mail, phone calls, and recruitment/health fairs.

Enrollment projections for the proposed OTD program are based on historical data from the master’s degree program offered at the legacy institution (U. T. Pan American) and currently at U. T. Rio Grande Valley. Attrition is estimated at 1-2 students per year based on historical attrition rates from the master’s degree program currently offered.

## Enrollment Projections

	Year 1	Year 2	Year 3	Year 4	Year 5
White	6	6	6	6	6
African American	4	5	6	6	6
Hispanic	10	12	14	14	14
International	1	1	1	1	1
Other	3	4	5	5	5
<b>Cumulative Headcount</b>	<b>23</b>	<b>49</b>	<b>79</b>	<b>110</b>	<b>141</b>
FTSE	24	28	32	32	32
Attrition	1	2	2	1	1
<b>Graduates</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>23</b>	<b>26</b>

Program Quality

The program is projected to require nine full-time core faculty, including a Program Director and a Director of Practice, six of whom are already employed by the University and three who will be hired. The program will also have a projected three associated/support faculty. Collectively, the faculty will sustain a faculty-to-student ratio of 1:12 for lecture and 1:14 for laboratory experiences, in alignment with national faculty-to-student ratios reported by the programmatic accreditor. The faculty will comprise a mix of individuals with both academic and clinical expertise.

The research conducted within the Department of Occupational Therapy is aimed at promoting the quality of occupational therapy education, the role of occupational therapy in health services, and the effectiveness of occupational therapy interventions with a focus on the Rio Grande Valley and Mexican-American culture. Priority is given to interventions that are client-centered, theory-driven, and occupation-based. The faculty are actively engaged in quantitative, qualitative, and mixed methodologies studies, pilot feasibility studies of intervention, and single-subject intervention studies. The faculty are also involved in scholarly activities including authoring books, book chapters, and journal articles. The Department has a history of sharing research conducted by faculty and students at the Texas Occupational Therapy Association Conference and American Occupational Therapy Conference, AOTA Education Summit, Texas Society of Allied Health Professions (TSAHP) and local/regional venues. The occupational therapy program is actively seeking grant funds and collaboration with other disciplines and community organizations to move its research agenda to the next level.

Students will have access to necessary resources for successful completion of the program, from prior to matriculation until graduation. These resources include a pre-matriculation curriculum, an on-campus orientation and enrichment program, faculty advisors assigned to the student for the length of the program, and a national exam preparation course.

Revenue and Expenses

<b>Expenses</b>	<b>5-Year Total</b>
<i>Faculty</i>	
Salaries	\$3,389,542
Benefits	\$1,016,863
<i>Graduate Students</i>	
TA Salaries	-
TA Benefits	-
GRA Salaries	\$1,080,000
GRA Benefits	\$ 216,000
<i>Staff &amp; Administration</i>	
Graduate Coordinator Salary	\$ 25,000
Administrative Staff Salaries	\$ 150,000
Staff Benefits	\$ 45,000
<i>Other Expenses</i>	
Manager Field Education	\$ 210,000
Manager Benefits	\$ 63,000
Supplies & Materials	\$ 75,000
Library & IT Resources	\$ 80,000
Accreditation Fees	\$ 25,000
Equipment / Facilities	\$ 900,000
Travel	\$ 75,000
Marketing & Recruitment	\$ 15,000
<b>Total Expenses</b>	<b>\$7,365,405</b>

<b>Revenue</b>	<b>5-Year Total</b>
<i>From Student Enrollment</i>	
Formula Funding	\$2,326,407
Tuition and Fees	\$5,951,494
<i>From Institutional Funds</i>	
Reallocation of Existing Resources	\$1,856,683
<i>From Grant Funds</i>	
N/A	-
<i>From Other Revenue Sources</i>	
N/A	-
<b>Total Revenue</b>	<b>\$10,134,584</b>

Coordinating Board Criteria

The proposed program meets all applicable Coordinating Board criteria for new doctoral degree programs.

**4. U. T. System: Approval of \$5 million in Available University Funds (AUF) to continue support of the Agreement of Cooperation in Higher Education and Research with The National Council of Science and Technology (CONACYT) of Mexico; and finding that the expenditure of AUF for this purpose is appropriate**

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, and the Executive Vice Chancellor for Business Affairs that the U. T. System Board of Regents

- a. authorize \$5 million in Available University Funds (AUF) to continue the support of the Agreement of Cooperation in Higher Education and Research with The National Council of Science and Technology (CONACYT) of Mexico; and
- b. find that expenditure of AUF for this purpose is appropriate under the U. T. System's responsibilities to coordinate the activities of the U. T. System institutions participating in the program, including support and maintenance of the participation of U. T. Austin in the program, with the intent that the expenditure will benefit a broad number of U. T. System institutions.

BACKGROUND INFORMATION

A Memorandum of Understanding (MOU) was executed on August 25, 2015, establishing the basis for programs of cooperation between U. T. System and CONACYT to promote and strengthen relations between both countries in regard to higher education and research. Using the MOU as a platform, the Agreement of Cooperation in Higher Education and Research represents the initial funded series of programs. On May 12, 2016, the Board of Regents authorized \$5 million in AUF to support that agreement for four years.

The programs supported through this Agreement include Mexican Ph.D. student education at U. T. System institutions, exchange of postdoctoral fellows, exchange of non-degree students and faculty, and collaborative research projects. The proposed funding provides continued program and administration support.

The partnership with CONACYT is a U. T. System Administration program that is administered through an office located on the U. T. San Antonio campus known as the ConTex Office. The office functions under contract with U. T. System Administration through the Office of Academic Affairs. U. T. System Administration reimburses the institution with the allocated AUF based on invoices submitted or other appropriate means. The allocation of AUF will also be used to reimburse U. T. Austin for expenses related to U. T. Austin's participation in the program. Funds provided by CONACYT are used to reimburse the cost of institutional participation for those U. T. System institutions choosing to participate. Most U. T. System institutions have previously participated individually in educational programs funded by CONACYT.

Pursuant to the U. T. System Guidelines for Available University-funded System Administration Initiatives, which are included under [Item 4](#) of the Audit, Compliance, and Risk Management Committee, the Chancellor has decided to recommend continued support of this System initiative, and the initiative will be managed in compliance with those guidelines.



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**Shared knowledge for a common future.**

## Program highlights

U. T. System Board of Regents' Meeting  
Academic Affairs Committee  
November 2019



# Enhancing collaborations between Mexico and Texas

- Mexico remains by far the largest export market for Texas products
- Trade between Mexico and Texas is more than \$187 billion
- Positive impact of international students to Texas economy
- Common priority research areas for the U. T. System and CONACYT, including: Medicine and Health Sciences; Engineering; Math, Physics and Earth Sciences; Social Sciences; Biotechnology and AgroSciences; Biology and Chemistry
- CONACYT expressed support to increase research collaborations with Latin America

# ConTex Achievements Highlights

- ConTex Office and Programs have been successfully running, providing support for three consecutive years of funding for: collaborative research projects, postdoctoral fellowships, doctoral fellowships. Student exchanges and visiting scholars are planned to start in Year Five.
- ConTex Programs have contributed to strengthening cutting-edge academic collaborations between Mexico and Texas through U. T. Institutions.
- ConTex Programs have contributed to generating innovative research that would not be possible to achieve by a single partner.
- ConTex Programs have contributed to student success by generating a pipeline resulting in highly-qualified workforce and cutting-edge research with a direct impact in Texas, Mexico, and beyond.

## CONTEX DOCTORAL FELLOWSHIPS

- Up to 30 fellowships per year
- Support for up to five years includes:
  - Tuition
  - Monthly stipend
  - Health insurance (academic plan)
- Steps to follow:
  - Apply for admission to a U. T. System Ph.D. program
  - Register with ConTex ([contex.utsystem.edu](http://contex.utsystem.edu))
  - Apply for a CONACYT scholarship

# Doctoral Fellows

## Results Highlights: Impact, Quality, and Equity

- 25 fellowships in 2017, 11 fellowships in 2018, 15 fellowships in 2019
- Gender Representation: 38% Female, 62% Male
- Three students have graduated, two pending graduation
- 0% attrition of ConTex doctoral awardees
- Research areas: Engineering (29%); Social Sciences (16%); Math, Physics and Earth Science (20%), Biology and Chemistry (16%); Behavioral Sciences and Humanities (17%), Biotechnology and AgroSciences (2%)

## CONTEX POSTDOCTORAL FELLOWSHIPS

- Postdoctoral scholars seeking to pursue research at U. T. or Mexican institutions receive annual salary (for U. T. Institutions at National Institutes of Health [NIH] level) and health insurance for up to 12 months
- Fellowships are open to all areas of study, with common priority research areas specified in the call for proposals
- Applicants must have completed a Ph.D.
- Applicant must have fulfilled all previous commitments with CONACYT
- Applicants must be either Mexican citizens (for research fellowship at a U. T. Institution) or have graduated from a U. T. Institution (for research fellowship at a Mexican institution)

# Postdoctoral Fellows

## Results Highlights: Impact, Quality, and Equity

- 10 fellowships in 2017, 10 fellowships in 2018, nine fellowships in 2019
- Gender representation: 43% Female, 57% Male
- Research areas: Engineering (32%); Math, Physics and Earth Sciences (21.5%); Medicine and Health Sciences (21.5%); Social Sciences (7%); Biotechnology and AgroSciences (7%); Biology and Chemistry (11%)

# Postdoctoral Fellows

## Results Highlights: Impact, Quality, and Equity (cont.)

- Connections between U. T. institutions and Mexican institutions and research centers (public and private) through ConTex Postdoctoral Fellowship Program:
  - Ph.D. Awarding Institutions: CINVESTAV, UNAM, UANL, CIACyT, UASLP, INAOE, El Colegio de Chihuahua, ITESM, Indiana University, University of Essex, Université d'Angers, CIMAT, Southern Methodist University, UDLAP
  - U. T. Host Institutions: U. T. Arlington, U. T. Austin, U. T. Dallas, U. T. El Paso, U. T. San Antonio, U. T. Medical Branch – Galveston, U. T. M. D. Anderson Cancer Center
- High research productivity: 2017 Fellows have reported 14 publications and 17 academic presentations of their research

## CONTEX COLLABORATIVE RESEARCH GRANTS

- \$1 million annual competition
- Awards of up to \$100K for 12 months
- Teams of researchers from U. T. and Mexican institutions
- Seed funding for competitive and innovative collaborative projects
- Research must contribute to the welfare of Mexico and Texas
- Competitively selected by a committee of faculty and researchers from Mexican and U.S. institutions through rigorous binational peer-review process

# Collaborative Research Projects Results Highlights: Impact, Quality, and Equity

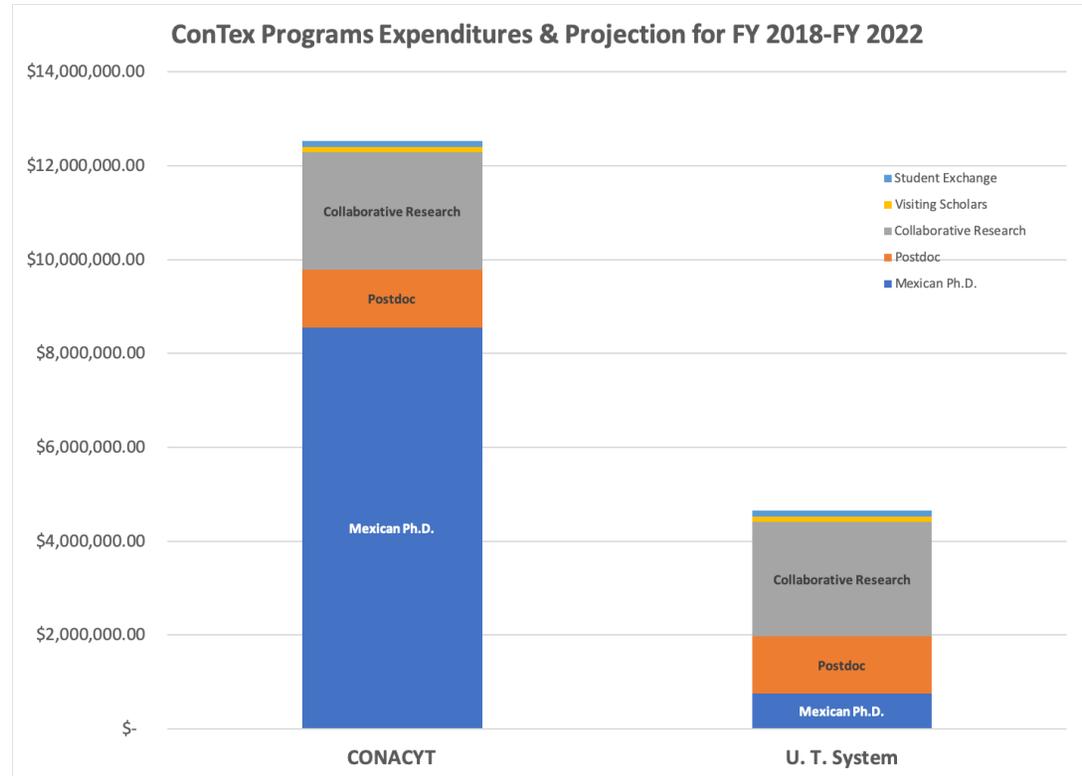
- Funding ratio: average of about 10% of proposals awarded
- 2019 Peer Blind Review: 222 Mexican evaluators (from 654 invited) and 166 U. T. institution evaluators (from 515 invited)
- Review criteria: (1) intellectual merit and (2) impact of academic collaboration that is mutually beneficial for Mexico and Texas
- Research areas in 2019: Math, Physics and Earth Sciences (26.67%); Biology and Chemistry (26.67%); Engineering (13.33%); Humanities, Social and Behavioral Sciences (20%); Medicine and Health Sciences (13.33%)

# Collaborative Research Projects Results Highlights: Impact, Quality, and Equity (cont.)

- Funded collaborations between U. T. institutions and Mexican institutions and research centers (public and private) through ConTex Collaborative Research Grants Program:
  - 20 different Mexican Institutions Funded: BUAP, UNAM, INSP, CINVESTAV, UV, CICESE, UACJ, UANL, UAQ, UDG, ITAM, CIMAT, COLSON, UAAAN, UAT, IPICYT, UDLAP, ITESM, CIIDR-IPN, UJAT
  - U. T. Institutions: U. T. Austin, U. T. Dallas, U. T. El Paso, U. T. Medical Branch - Galveston, U. T. Rio Grande Valley, U. T. San Antonio
- High research productivity: 2017-2018 Grants have produced 34 publications, eight grants leveraging more than \$365K of external funding, and multiple research awards and recognitions

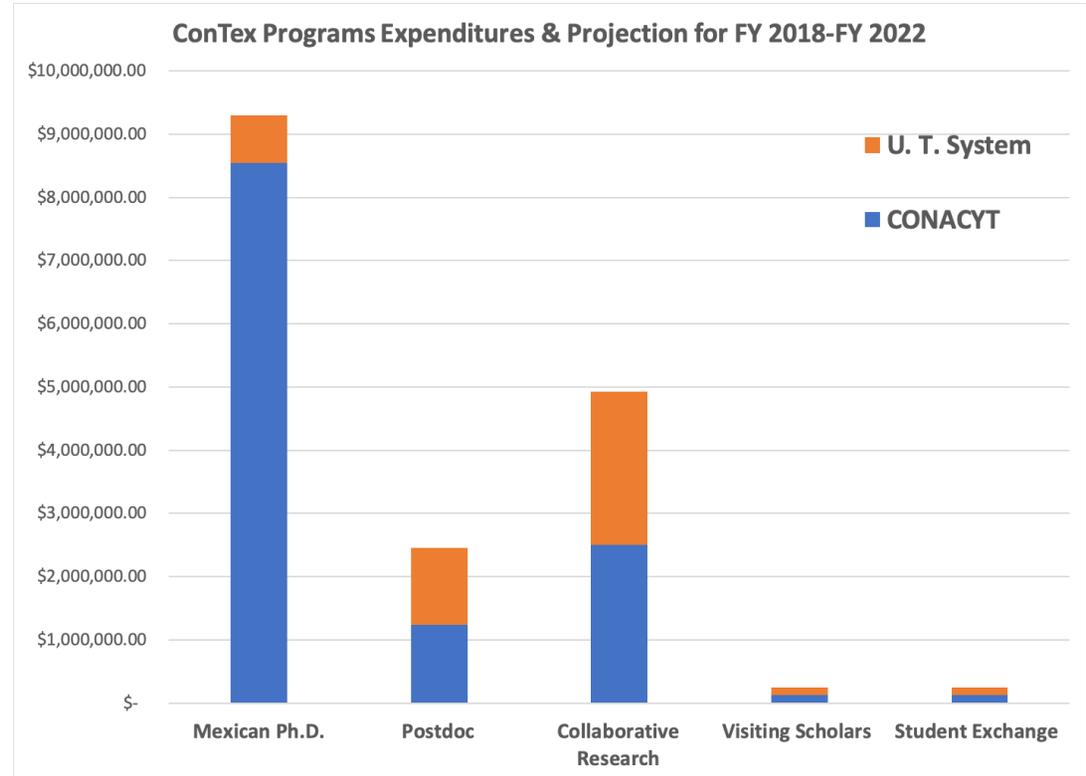
In the first five years of ConTex Programs, program expenditures and projections, total funding commitment is at more than \$17.1 million, with more than \$12.5 million from CONACYT and \$4.6 million from the U. T. System.

Contributions to doctoral student fellowships to the U. T. institutions are projected at more than \$9.3 million in combined commitment from CONACYT and the U. T. System.

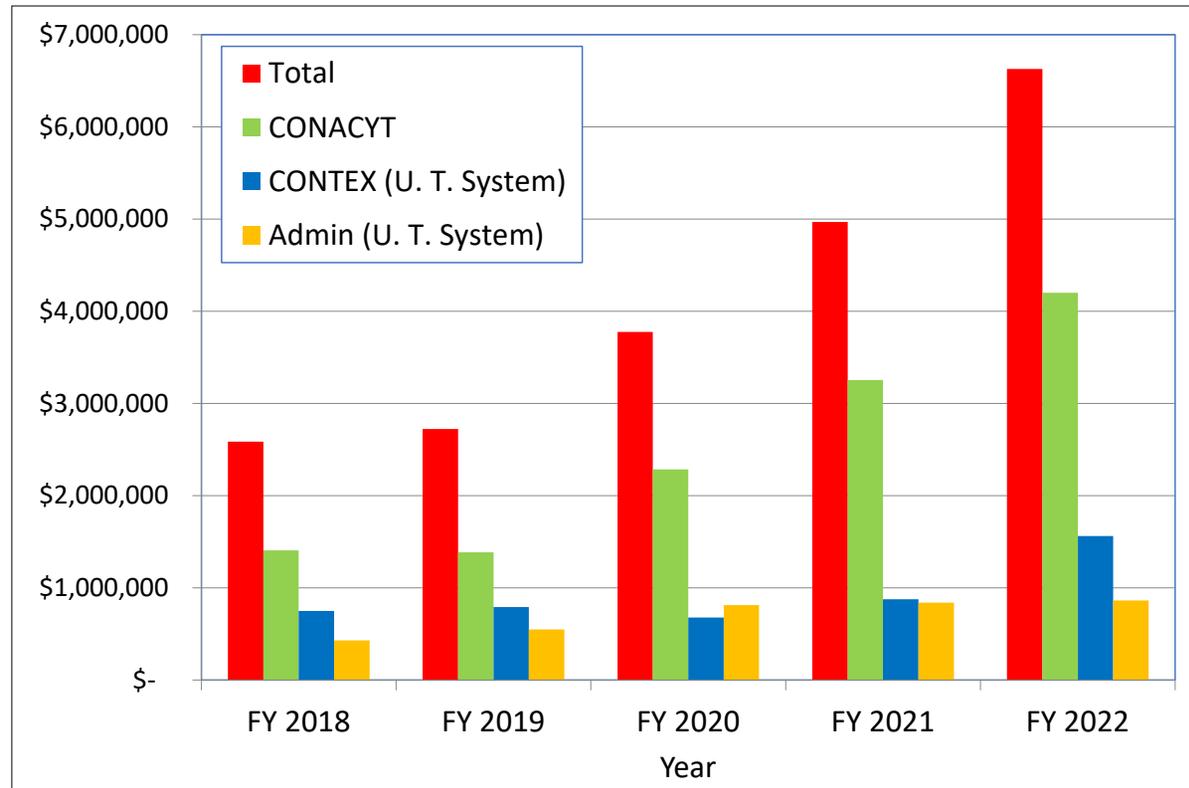


In the first five years of ConTex Programs, program expenditures and projections, total funding commitment is at more than \$17.1 million, with more than \$12.5 million from CONACYT and \$4.6 million from the U. T. System.

Contributions to doctoral student fellowships to the U. T. institutions are projected at more than \$9.3 million in combined commitment from CONACYT and the U. T. System.



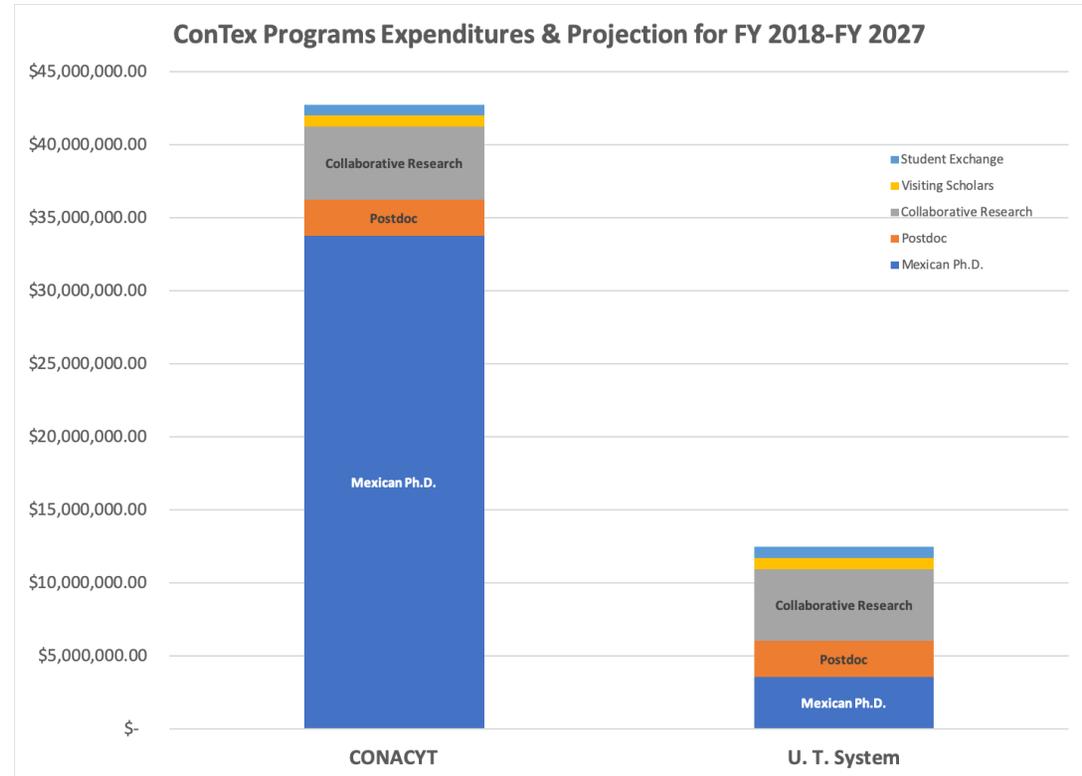
## Five-year Expenditures and Projections (FY 2020–FY 2022)



# Projections for FY 2018–FY 2027 (based on three years of ConTex Programs)

For 10 years of ConTex Programs, program expenditures and projections, total funding commitment is at more than \$55.2 million, with more than \$42.7 million from CONACYT and \$12.5 million from the U. T. System.

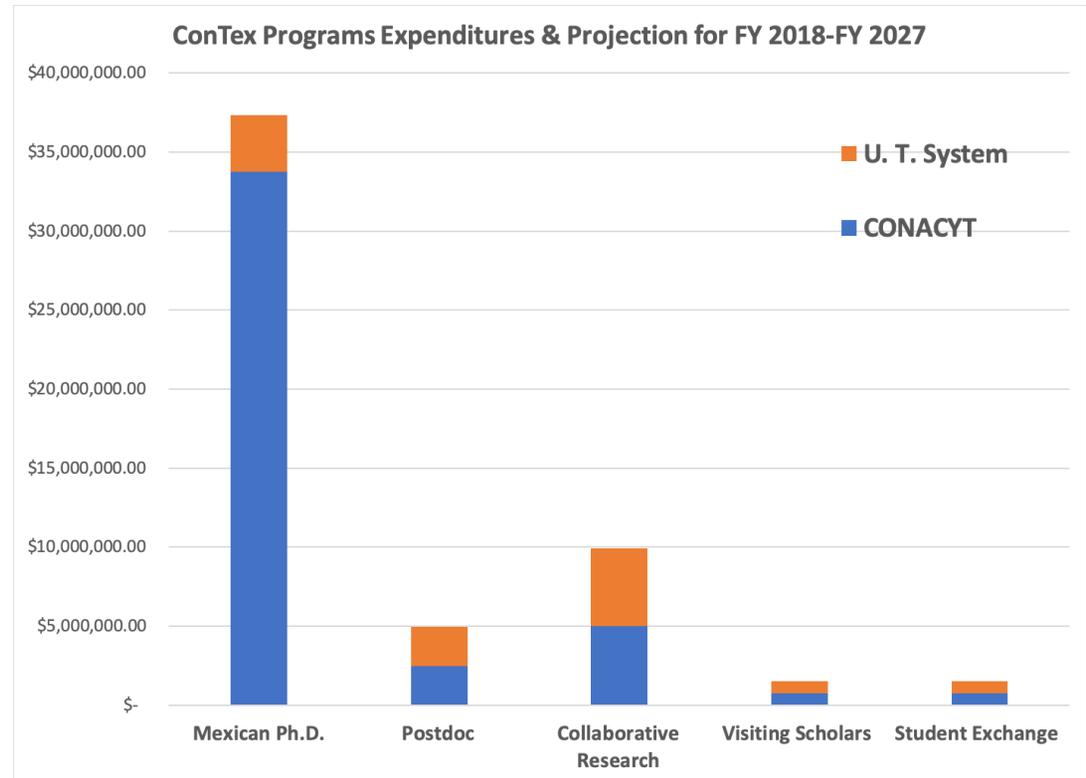
Contributions to doctoral student fellowships to the U. T. institutions are projected at more than \$37.3 million in combined commitment from CONACYT and the U. T. System.



# Projections for FY 2018–FY 2027 (based on three years of ConTex Programs)

For 10 years of ConTex Programs, program expenditures and projections, total funding commitment is at more than \$55.2 million, with more than \$42.7 million from CONACYT and \$12.5 million from the U. T. System.

Contributions to doctoral student fellowships to the U. T. institutions are projected at more than \$37.3 million in combined commitment from CONACYT and the U. T. System.



5. **U. T. San Antonio: Discussion and appropriate action regarding approval of an update to the Campus Master Plan**

**RECOMMENDATION**

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and the institutional president that the U. T. System Board of Regents approve an update to the Campus Master Plan for U. T. San Antonio as set forth on the following pages.

President Eighmy will be available to respond to questions from the Board.

UTSA  
**50**  
1969-2019



The University of Texas at San Antonio

# Campus Master Plan

Dr. Taylor Eighmy, President

U.T. System Board of Regents' Meeting  
Academic Affairs Committee  
November 2019

UTSA'S 10-YEAR  
**Destinations**

**A model for student success**

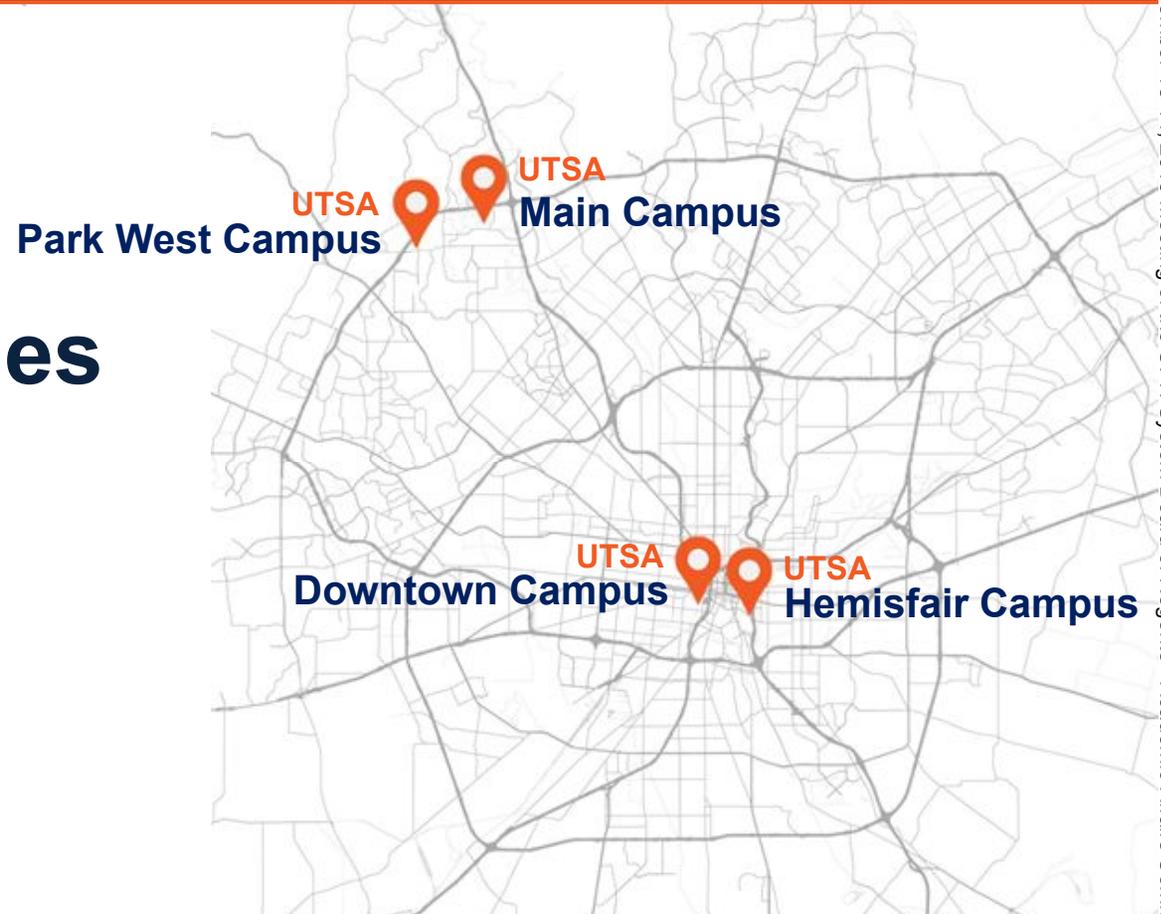
**A great public research university**

**An exemplar for strategic growth and innovative excellence**



# One University, Multiple Campuses

- Main Campus
- Park West Campus
- Downtown Campus
- Hemisfair Campus



## Acreage UTSA's Four Campuses

- 758 total acres
- 573 developable acres



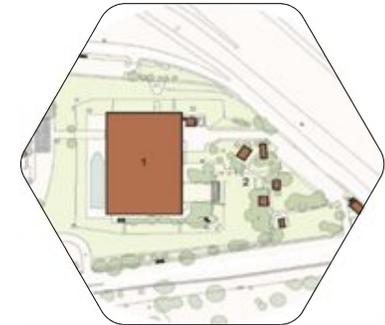
**Main Campus**  
600 acres | 495.2 developable acres



**Downtown Campus**  
18.3 acres | 8.3 developable acres



**Park West Campus**  
125 acres | 70 developable acres



**Hemisfair Campus**  
14.6 acres | 14.6 developable acres

\* Hemisfair Campus not included in Master Plan

# Texas Higher Education Coordinating Board 2018 Space Assessment

## All UTSA Campuses

### Current Space

**566,371**  
assignable square feet

**163,874**  
assignable square feet

**241,004**  
assignable square feet

**623,562**  
assignable square feet

**66,122**  
assignable square feet

**1,660,933 ASF**

Teaching

Library

Research

Office

Support

**Total**

### Current Deficit

**707,999**  
assignable square feet

**189,933**  
assignable square feet

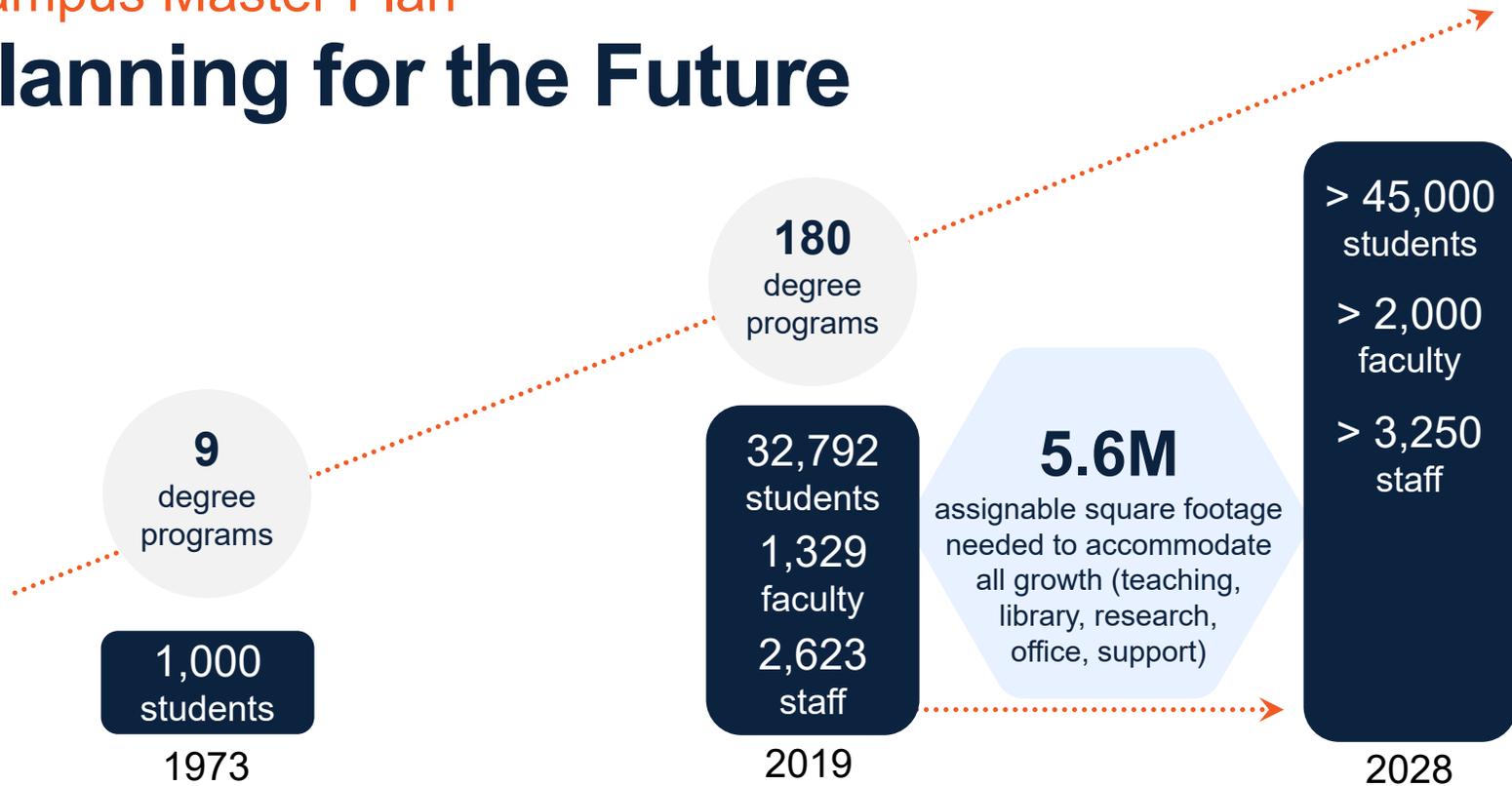
**43,418**  
assignable square feet

**201,519**  
assignable square feet

**180,269**  
assignable square feet

**1,323,138 ASF**

# Campus Master Plan Planning for the Future





The University of Texas at San Antonio

# Main Campus

# Main Campus Planning Principles



## Principle #1

Support a robust academic & research enterprise



## Principle #2

Increase access to open spaces



## Principle #3

Promote pedestrian orientation



## Principle #4

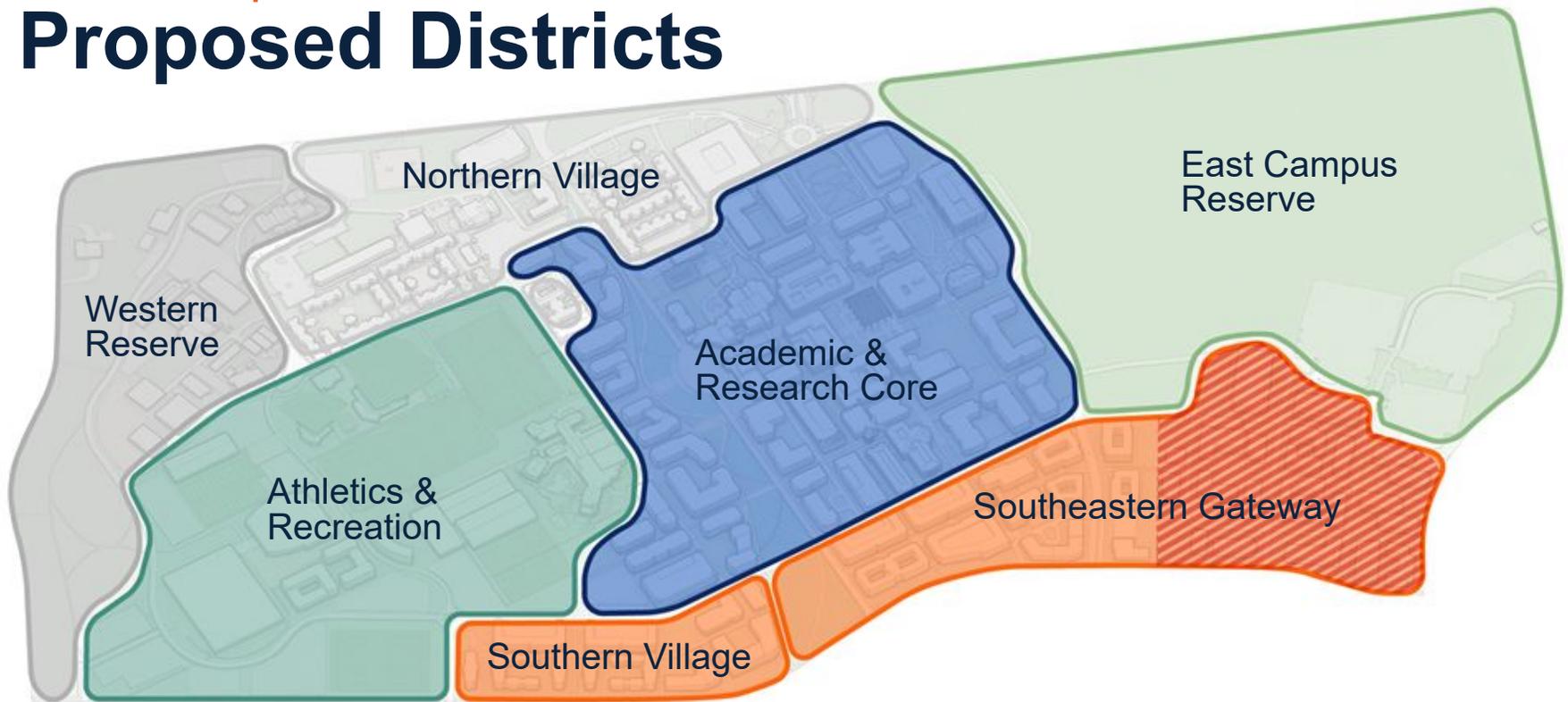
Encourage mixed-use & develop diverse housing options



## Principle #5

Pursue revenue development opportunities

# Main Campus Proposed Districts



# Main Campus Master Plan Features



EXISTING BUILDING  
PROPOSED BUILDING

# Proposed Master Plan Paseo Verde



# Proposed Master Plan Roadrunner Plaza



# Proposed Master Plan Main Campus Additions

Current		Proposed Additions
813,549 assignable square feet	Academic, Research & Library	3,158,400 assignable square feet
228,692 assignable square feet	Athletics, Recreation	218,610 assignable square feet
570,262 assignable square feet	Administrative Office Space	413,700 assignable square feet
63,222 assignable square feet	Support	93,100 assignable square feet
4,055 number of beds	Housing	6,000 number of beds
12,857 number of parking spaces	Parking Spaces	6,791 number of parking spaces
<b>1,675,725 ASF</b>	<b>Total</b>	<b>3,883,810 ASF</b>

### Revenue Development Opportunities

- Innovation Park
- Roadrunner housing
- Mixed-use



The University of Texas at San Antonio

# Park West Campus



# Park West Campus Master Plan Features

EXISTING BUILDING  
PROPOSED BUILDING

# Proposed Master Plan Park West Campus Additions

Current		Proposed Additions
311,200 square feet	Athletic Fields	741,000 square feet
407 number of parking spaces	Parking Spaces	1,171 number of parking spaces



The University of Texas at San Antonio

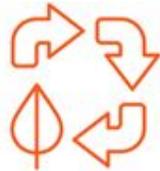
# Downtown Campus

# Downtown Campus Planning Principles



## Principle #1

Promote  
community  
partnerships



## Principle #2

Embrace urban  
environment, arts  
and culture



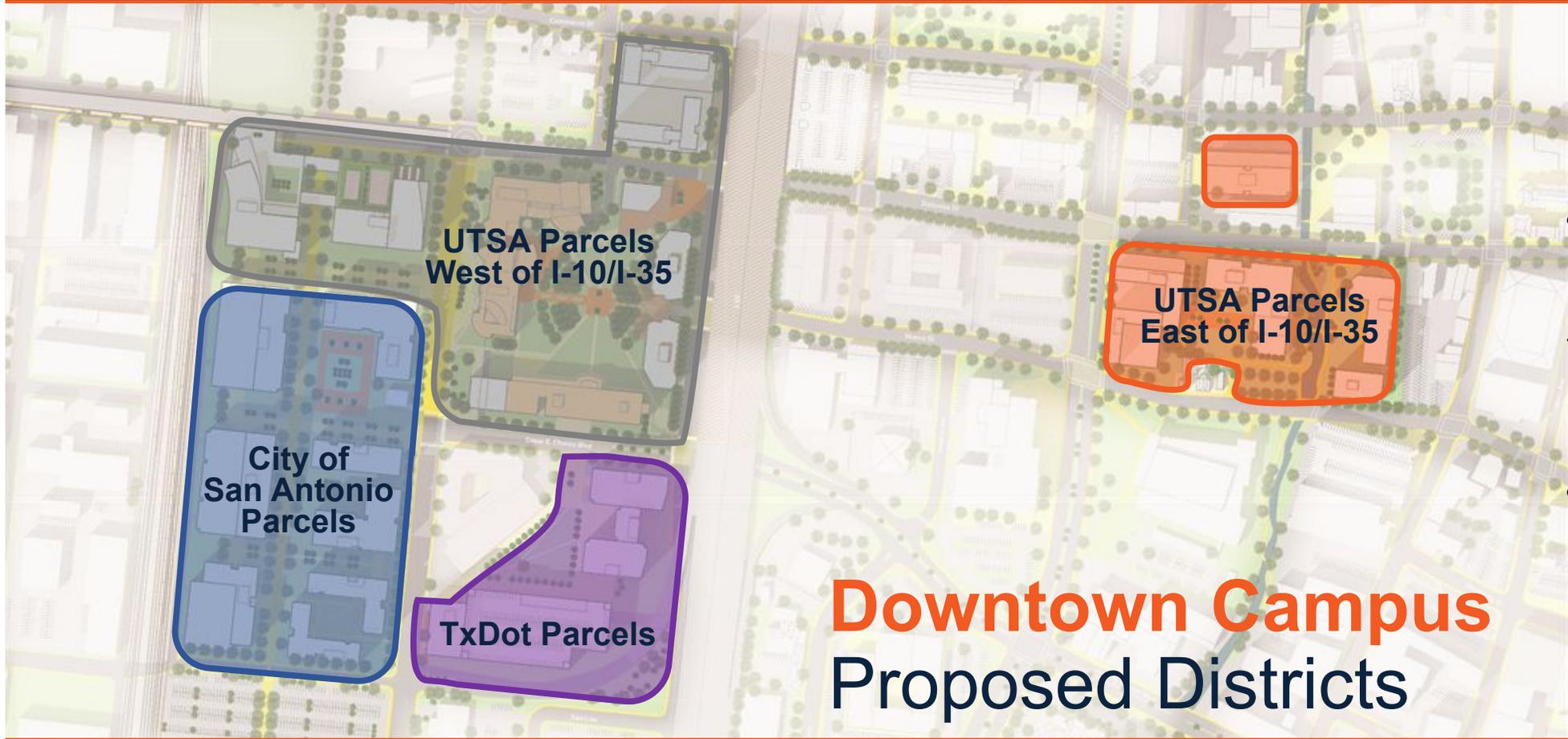
## Principle #3

Enhance  
pedestrian  
connections



## Principle #4

Create a complete,  
comprehensive  
campus



# Downtown Campus Proposed Districts



# Downtown Campus Master Plan Features

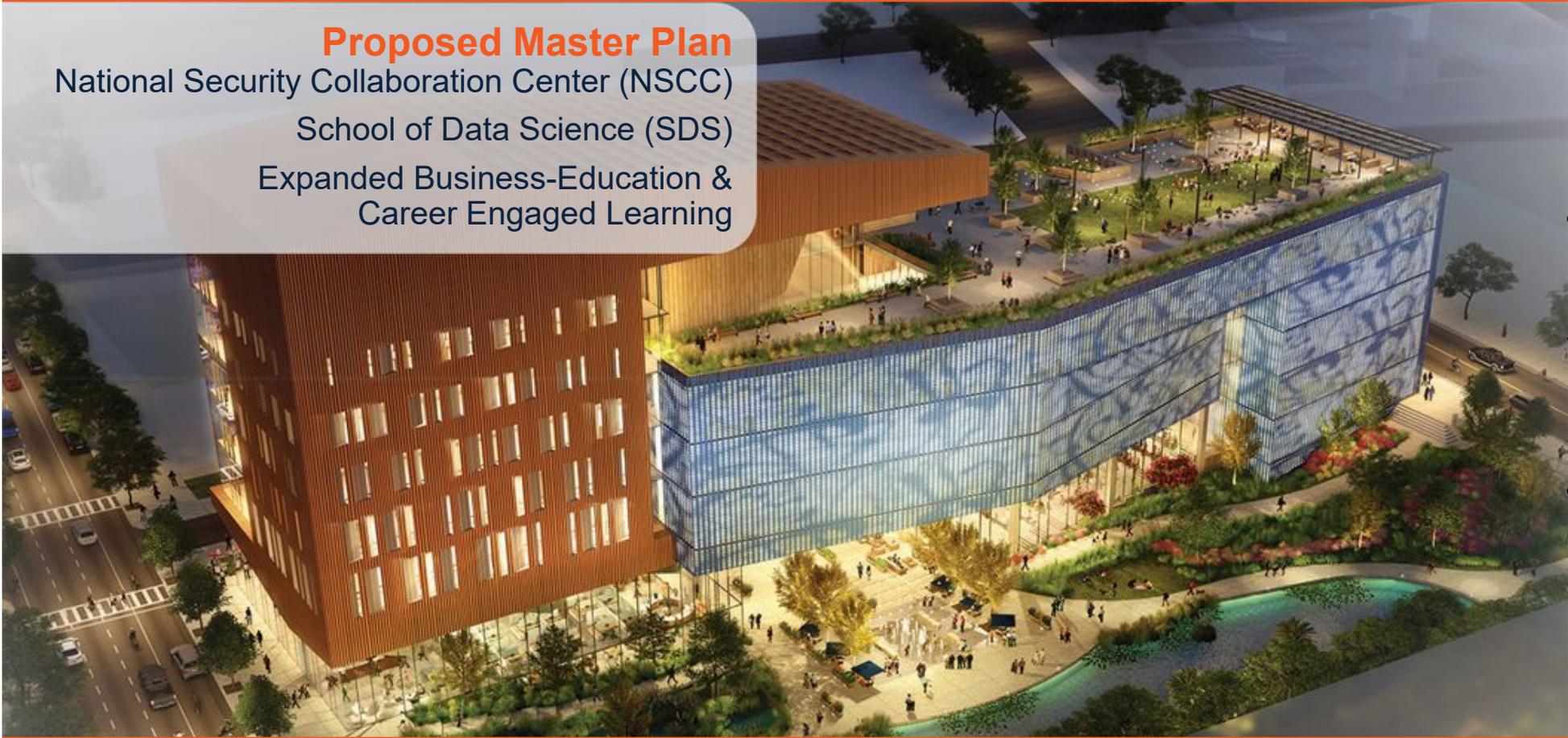
EXISTING BUILDING  
PROPOSED BUILDING

**Proposed Master Plan**

National Security Collaboration Center (NSCC)

School of Data Science (SDS)

Expanded Business-Education &  
Career Engaged Learning



# Proposed Master Plan Buena Vista Pavilion



# Proposed Master Plan Downtown Campus Additions

Current		Proposed Additions
157,700 assignable square feet	Academic, Research & Library	1,756,580 assignable square feet
215 assignable square feet	Athletics, Recreation	46,200 assignable square feet
0 number of beds	Housing	3,200 number of beds
2,113 number of parking spaces	Parking Spaces	5,908 number of parking spaces
<b>157,915 ASF</b>	<b>Total</b>	<b>1,802,780 ASF</b>

### Revenue Development Opportunities

- NSCC/SDS
- Operation & maintenance of existing campus



**TABLE OF CONTENTS  
FOR  
HEALTH AFFAIRS COMMITTEE**

**Committee Meeting:** 11/13/2019

**Board Meeting:** 11/14/2019  
Austin, Texas

Janiece Longoria, *Chairman*  
David J. Beck  
Christina Melton Crain  
R. Steven Hicks  
Jodie Lee Jiles  
Nolan Perez

	<b>Committee Meeting</b>	<b>Board Meeting</b>	<b>Page</b>
<b>Convene</b>	<i>1:30 p.m.</i> <i>Chairman Longoria</i>		
1. <b>U. T. System Board of Regents: Discussion and appropriate action regarding Consent Agenda items, if any, assigned for Committee consideration</b>	<i>1:30 p.m.</i> <b>Discussion</b>	<b>Action</b>	<b>133</b>
2. <b>U. T. System: Discussion and appropriate action regarding dissolution of The University of Texas System Medical Foundation, Inc., and delegation of authority to the Executive Vice Chancellor of Health Affairs to execute documents and take other actions as necessary</b>	<i>1:33 p.m.</i> <b>Action</b> <i>Dr. John Zerwas</i>	<b>Action</b>	<b>134</b>
3. <b>U. T. Medical Branch - Galveston: Discussion and appropriate action regarding agreement to provide correctional managed health care services to offenders in units operated by the Texas Department of Criminal Justice</b>	<i>1:40 p.m.</i> <b>Action</b> <i>President Raimer</i>	<b>Action</b>	<b>136</b>
4. <b>U. T. Medical Branch - Galveston: Discussion and appropriate action regarding amended and restated interagency cooperation agreement to provide centralized pharmaceutical distribution services to the Correctional Managed Care sites administered by Texas Tech University Health Sciences Center</b>	<i>1:45 p.m.</i> <b>Action</b> <i>President Raimer</i>	<b>Action</b>	<b>137</b>
5. <b>U. T. Medical Branch - Galveston: Discussion and appropriate action regarding agreement to provide health care services to offenders within the Texas Juvenile Justice Department</b>	<i>1:50 p.m.</i> <b>Action</b> <i>President Raimer</i>	<b>Action</b>	<b>138</b>
6. <b>U. T. Medical Branch - Galveston: Discussion and appropriate action regarding third amendment to an agreement with Santa Maria's Bonita House to provide mother and baby bonding services for Texas Department of Criminal Justice female inmates admitted to the program</b>	<i>1:55 p.m.</i> <b>Action</b> <i>President Raimer</i>	<b>Action</b>	<b>139</b>
<b>Adjourn</b>	<i>2:00 p.m.</i>		

1. **U. T. System Board of Regents: Discussion and appropriate action regarding Consent Agenda items, if any, assigned for Committee consideration**

RECOMMENDATION

The proposed Consent Agenda items assigned to this Committee are [Items 45 -69](#).

**2. U. T. System: Discussion and appropriate action regarding dissolution of The University of Texas System Medical Foundation, Inc., and delegation of authority to the Executive Vice Chancellor of Health Affairs to execute documents and take other actions as necessary**

**RECOMMENDATION**

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and the Vice Chancellor and General Counsel that the U. T. System Board of Regents

- a. authorize the dissolution of The University of Texas System Medical Foundation, Inc.; and
- b. delegate authority to the Executive Vice Chancellor for Health Affairs or his delegate to execute all documents, instruments, and other agreements, following review and final approval by the Chancellor, the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and the Vice Chancellor and General Counsel, and to take all further actions necessary or advisable to carry out the purpose and intent of the foregoing actions.

**BACKGROUND INFORMATION**

The University of Texas System Medical Foundation, Inc. is a nonprofit corporation organized strictly for educational and scientific purposes. The Foundation functions within the framework of U. T. Health Science Center - Houston for the purpose of training graduate medical students, referred to as house staff or residents. As part of the training, house staff are contracted with and paid a stipend plus fringe benefits for services by local hospitals participating in the Affiliated Hospitals Residency Training Program.

The Foundation was established on October 5, 1973, as an internal nonprofit corporation of The University of Texas System (U. T. System), as noted in *Rule 60303* of the U. T. System Board of Regents' *Rules and Regulations*. Historically, the Foundation provided administrative and educational functions for the benefit of U. T. Health Science Center - Houston residents and residency programs, such as issuance of paychecks and maintenance of records. On April 28, 2017, the Texas Supreme Court held that a resident physician in a U. T. Health Science Center - Houston residency program was not an employee of the Foundation for purposes of the Texas Tort Claims Act even though the Foundation entered into the appointment agreement with the resident and issued the resident's paychecks. To address the possibility of similar determinations in the future, resident physicians enrolled in U. T. Health Science Center - Houston residency programs are now employed directly by U. T. Health Science Center - Houston effective July 1, 2019. Although the Foundation has no role in the employment of residents and no decision-making authority over accommodations or the continuation of residents in a residency program, there is concern that the Foundation could be named in future lawsuits, complicating and increasing the expense of defending such lawsuits.

To reduce such legal risk, it is recommended that the Foundation be dissolved in accordance with its governing documents and the Texas Business Organizations Code. The Foundation's Board of Directors will need to vote to dissolve the Foundation and is responsible for additional actions determined necessary for dissolution. The Foundation may also need legal counsel to file corporate documents with the Texas Secretary of State. Upon dissolution, all Foundation funds and property of any kind will be transferred to the U. T. System Board of Regents. The Foundation is aware of one current potential liability, an employment lawsuit against the Foundation in *Dalamagkas v. University of Texas Health Science Center at Houston*, et al.; Case No. 4:19-cv-02262 (in the Southern District of Texas); this liability will either be resolved prior to winding up or defended by the Foundation subsequent to dissolution in accordance with the Texas Business Organizations Code.

3. **U. T. Medical Branch - Galveston: Discussion and appropriate action regarding agreement to provide correctional managed health care services to offenders in units operated by the Texas Department of Criminal Justice**

**RECOMMENDATION**

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and the Vice Chancellor and General Counsel, that the U. T. System Board of Regents, on behalf of The University of Texas Medical Branch - Galveston, approve terms of an agreement to provide correctional managed health care services to offenders in units operated by the Texas Department of Criminal Justice as described below.

**BACKGROUND INFORMATION**

U. T. Medical Branch - Galveston (UTMB) provides health care services to offenders in prison units operated by the Texas Department of Criminal Justice (TDCJ), through its own capabilities or by further subcontracting. TDCJ received State appropriations for FY 2020 and FY 2021 for the purpose of funding TDCJ contracts with UTMB to provide correctional managed health care services. Pursuant to a longstanding arrangement with TDCJ, UTMB will continue to provide health care services to a population of approximately 125,000 offenders incarcerated in 84 TDCJ prison facilities. The term of the contract is September 1, 2019 through August 31, 2021, and the total value over the term is \$1,045,488,971.

4. **U. T. Medical Branch - Galveston: Discussion and appropriate action regarding amended and restated interagency cooperation agreement to provide centralized pharmaceutical distribution services to the Correctional Managed Care sites administered by Texas Tech University Health Sciences Center**

**RECOMMENDATION**

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and the Vice Chancellor and General Counsel, that the U. T. System Board of Regents, on behalf of The University of Texas Medical Branch - Galveston, approve terms of an amended and restated interagency cooperation agreement to provide centralized pharmaceutical distribution services to the Correctional Managed Care sites administered by Texas Tech University Health Sciences Center as described below.

**BACKGROUND INFORMATION**

The amended and restated interagency cooperation contract allows U. T. Medical Branch - Galveston (UTMB) to continue its longstanding practice of providing centralized pharmaceutical distribution services to the Correctional Managed Care sites administered by Texas Tech University Health Sciences Center (TTUHSC). The new contract extends the period from September 1, 2019 through August 31, 2021 and provides for TTUHSC to pay UTMB for pharmaceutical services as a pre-payment each month in the amount of \$500,000, to be adjusted based on actual volume of prescriptions filled during the year. The actual estimated amount is \$9,300,000 in Fiscal Year 2020 and \$9,486,000 in Fiscal Year 2021, bringing the total value of the contract for the two-year term to \$18,786,000. The Board of Regents approved the initial contract on November 9, 2017.

5. **U. T. Medical Branch - Galveston: Discussion and appropriate action regarding agreement to provide health care services to offenders within the Texas Juvenile Justice Department**

**RECOMMENDATION**

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and the Vice Chancellor and General Counsel, that the U. T. System Board of Regents, on behalf of The University of Texas Medical Branch - Galveston, approve terms of an agreement to provide health care services to offenders within the Texas Juvenile Justice Department as described below.

**BACKGROUND INFORMATION**

The contract allows U. T. Medical Branch - Galveston (UTMB) to provide health care services to youth under the care of the Texas Juvenile Justice Department (TJJD), through its own capabilities or by further subcontracting. This agreement extends a longstanding arrangement between UTMB and TJJD through the current legislative biennium, from September 1, 2019 through August 31, 2021. TJJD will pay UTMB through legislative appropriations of \$10,533,396 for Fiscal Year 2020 and \$10,533,396 in Fiscal Year 2021, bringing the total value of the contract to \$21,066,792.

6. **U. T. Medical Branch - Galveston: Discussion and appropriate action regarding third amendment to an agreement with Santa Maria's Bonita House to provide mother and baby bonding services for Texas Department of Criminal Justice female inmates admitted to the program**

**RECOMMENDATION**

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and the Vice Chancellor and General Counsel, that the U. T. System Board of Regents, on behalf of The University of Texas Medical Branch - Galveston approve terms of the third amendment to an agreement with Santa Maria's Bonita House to provide mother and baby bonding services for Texas Department of Criminal Justice female inmates admitted to the program as described below.

**BACKGROUND INFORMATION**

The Texas Department of Criminal Justice (TDCJ) Rehabilitation Program Division initiated a contract with U. T. Medical Branch - Galveston (UTMB) for the Mother-Infant Bonding Program, which started in March 17, 2010. The primary goal of the program is to provide eligible female offenders with parenting education and skills in the care of their newborn infants at the Santa Maria's Bonita House, a secure residential facility located in Houston, Texas. The initiative for the program is to improve the opportunity for the mother and newborn to bond and to develop a positive relationship. TDCJ provides annual funding for this program and UTMB then contracts with Santa Maria's Bonita House to operate the care for the mothers and babies being admitted to the facility.

U. T. Medical Branch - Galveston entered into an initial one-year term agreement for the Mother-Infant Bonding Program with Santa Maria's Bonita House on September 1, 2016, in the amount of \$715,400. The parties subsequently amended the agreement for two one-year terms on September 1, 2017 and again on September 1, 2018, in the amounts of \$715,400 and \$835,120, respectively. The third amendment extends the period for another one-year term beginning September 1, 2019, in the amount by \$861,564, bringing the cumulative value of the contract to \$3,127,484. UTMB is seeking Board approval because the cumulative value of the contract exceeds the institution's delegated contracting threshold.



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**Board Meeting:** 11/14/2019  
Austin, Texas

*David J. Beck, Chairman  
Christina Melton Crain  
R. Steven Hicks  
Nolan Perez  
Kelcy L. Warren  
Rad Weaver*

	<b>Committee Meeting</b>	<b>Board Meeting</b>	<b>Page</b>
<b>Convene</b>	<i>2:00 p.m. Chairman Beck</i>		
<b>1. U. T. System Board of Regents: Discussion and appropriate action regarding Consent Agenda items, if any, assigned for Committee consideration</b>	<i>2:00 p.m. Discussion</i>	<b>Action</b>	<b>142</b>
<b><u>Addition to the CIP</u></b>			
<b>2. U. T. Arlington: Administrative and Faculty Support Services Building - Amendment of the current Capital Improvement Program to include project</b>	<i>2:00 p.m. Action President Karbhari</i>	<b>Action</b>	<b>143</b>
<b>3. U. T. Austin: Red River Street Realignment - Amendment of the current Capital Improvement Program to include project; approval of total project cost; and appropriation of funds</b>	<i>2:05 p.m. Action President Fenves</i>	<b>Action</b>	<b>146</b>
<b>4. U. T. Southwestern Medical Center: James W. Aston Ambulatory Care Building Renovations - Amendment of the current Capital Improvement Program to include project; approval of total project cost; appropriation of funds; and resolution regarding parity debt</b>	<i>2:10 p.m. Action President Podolsky</i>	<b>Action</b>	<b>148</b>
<b>5. U. T. M. D. Anderson Cancer Center: Renovate Alkek Hospital - Main Building - Floor 12 - Amendment of the current Capital Improvement Program to include project; approval of total project cost; and appropriation of funds</b>	<i>2:15 p.m. Action Mr. Chris McKee</i>	<b>Action</b>	<b>151</b>
<b>6. U. T. M. D. Anderson Cancer Center: Demolish Dental Branch Building - Amendment of the current Capital Improvement Program to include project; approval of total project cost; and appropriation of funds</b>	<i>2:20 p.m. Action Mr. Chris McKee</i>	<b>Action</b>	<b>153</b>

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<b><u>Design Development Approval</u></b>			
7. <b>U. T. Rio Grande Valley: School of Medicine Institute of Neurosciences - Approval of design development; and appropriation of funds and authorization of expenditure</b>	2:25 p.m. <b>Action</b> <i>President Bailey</i>	<b>Action</b>	<b>155</b>
<b>Adjourn</b>	2:30 p.m.		

1. **U. T. System Board of Regents: Discussion and appropriate action regarding Consent Agenda items, if any, assigned for Committee consideration**

RECOMMENDATION

The proposed Consent Agenda item assigned to this Committee is [Item 70](#).

**2. U. T. Arlington: Administrative and Faculty Support Services Building - Amendment of the current Capital Improvement Program to include project**

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Business Affairs, and the institutional president that the U. T. System Board of Regents amend the current Capital Improvement Program (CIP) to include the Administrative and Faculty Support Services Building project at The University of Texas at Arlington.

BACKGROUND INFORMATION

Previous Actions

On August 8, 2018, the Chancellor approved the Trinity House Repurposing project as a Repair and Rehabilitation project for Definition Phase. On September 28, 2019, the Chancellor reapproved Definition Phase of the project as the Administrative and Faculty Support Services Building as a new construction project.

Project Description

The proposed project will construct a three-story building in an open office environment for high efficiency and utilization, provide training room and conference room spaces, and a media production area to serve administrative and faculty support services. Approximately half of the facility will house the Office of Information Technology, currently housed at the Arlington Regional Data Center in Fort Worth. The remaining space will be focused on faculty support, including the Center for Research on Teaching and Learning Excellence and the Link Lab, including programs for engagement and training, and for analytics associated with student success.

During the Definition Phase, it was determined that the cost savings of reusing the existing building frame, versus a complete tear-down and construction of a new building, would be significantly less than anticipated. Additional benefits of new construction were also established due to increased flexibility of the building design. Benefits will include a more efficient interior layout; increased ceiling heights allowing for greater efficiency in mechanical, electrical, and plumbing systems; reduced elevator and stair costs due to a three-story design, in lieu of four stories; and the ability to design and construct a building more in keeping with the university's campus master plan.

This proposed project has been approved by U. T. System staff and meets the criteria for inclusion in the CIP. Approval of design development plans and authorization of expenditure of funding will be presented to the Board for approval at a later date. Pursuant to Board of Regents approval on September 1, 2019, U. T. Arlington has delegated authority for institutional management of construction projects under the continued oversight of the Office of Capital Projects.

**The University of Texas at Arlington  
Administrative and Faculty Support Services Building**

**Project Information**

Project Number	301-1251
CIP Project Type	New Construction
Facility Type	Office, General
Management Type	Institutional Management
Institution's Project Advocate	John Hall, Vice President, Administration and Campus Operations
Project Delivery Method	Design/Build
Gross Square Feet (GSF)	57,265

**Project Funding**

	<u>Proposed</u>
Unexpended Plant Funds	<u>\$26,000,000</u>
Total Project Cost	\$26,000,000

**Project Cost Detail**

Building Cost	\$17,126,230
Fixed Equipment	-
Site Development	250,000
Furniture and Moveable Equipment	1,400,000
Institutionally Managed Work	1,640,000
Architectural/Design Services	1,268,212
Project Management Fees	375,000
Insurance	367,691
Other Professional Fees	600,000
Project Contingency	2,972,867
Other Costs	-
Total Project Cost	<u>\$26,000,000</u>

**Building Cost per GSF Benchmarks (escalated to midpoint of construction)**

<b>Administrative and Faculty Support Services Building</b>	\$299		
Texas Higher Education Coordinating Board Average – Office, General	\$399		
	Low Quartile	Median	High Quartile
Other U. T. System Projects	\$303	\$397	\$461
Other National Projects	\$392	\$540	\$571

**The University of Texas at Arlington  
Administrative and Faculty Support Services Building**  
(continued)

**Investment Metric**

- Increase level of service to support expanding programs and service activities by 2021

**Project Planning**

Definition Phase Completed	Yes
Owner's Project Requirements	Yes
Basis of Design	Yes
Schematic Design	Yes
Detailed Cost Estimate	Yes

**Project Milestones**

Definition Phase Approval	September 2019
Addition to CIP	November 2019
Design Development Approval	February 2020
Construction Notice to Proceed	March 2020
Substantial Completion	January 2021

**Basis of Design**

The planned building life expectancy includes the following elements:

Enclosure: 50 years  
Building Systems: 50 years  
Interior Construction: 50 years

**3. U. T. Austin: Red River Street Realignment - Amendment of the current Capital Improvement Program to include project; approval of total project cost; and appropriation of funds**

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Business Affairs, and the institutional president that the U. T. System Board of Regents amend the current Capital Improvement Program (CIP) to include the Red River Street Realignment project at The University of Texas at Austin as follows:

- a. amend the current CIP and approve a total project cost of \$38,500,000; and
- b. appropriate funds of \$38,500,000 with funding from the Available University Fund.

BACKGROUND INFORMATION

Previous Action

On May 17, 2019, the Chancellor approved this project for Definition Phase.

Project Description

The proposed project will realign Red River Street from approximately the intersection at 18th Street to 32nd Street, generally along the route of the existing Robert Dedman Drive, vacating the existing Red River Street right of way from approximately the intersection at Martin Luther King, Jr. Boulevard to the intersection at Clyde Littlefield Drive. The name of the new realigned street will remain Robert Dedman Drive. Included in the project is the design and construction of new paving, curb and gutter, street lighting, pedestrian lighting, landscaping, and other amenities.

This project is in support of a new 15,000-seat arena to host the University Men's and Women's Basketball games and is necessary for the proposed location. The realignment will provide more efficient access for fans, visitors, and the public to the event venue and a more direct north-to-south road through campus.

This proposed repair and rehabilitation project has been approved by U. T. System staff and meets the criteria for inclusion in the CIP. Design development plans and authorization of expenditure of funding will be presented to the President for approval at a later date. Pursuant to a May 10, 2017 Board of Regents approval, effective September 1, 2017, U. T. Austin has delegated authority for institutional management of construction projects under the continued oversight of the Office of Capital Projects.

**The University of Texas at Austin  
Red River Street Realignment**

**Project Information**

Project Number 102-1233  
 CIP Project Type Repair and Rehabilitation  
 Facility Type Utilities/Infrastructure  
 Management Type Institutional Management  
 Institution's Project Advocate Bobby Stone, Director, Parking and Transportation Services  
 Project Delivery Method Construction Manager-at-Risk  
 Gross Square Feet (GSF) N/A

**Project Funding**

Available University Fund	<u>Proposed</u> \$38,500,000
Total Project Cost	\$38,500,000

**Project Cost Detail**

Building Cost	-
Fixed Equipment	-
Site Development	\$30,743,016
Furniture and Moveable Equipment	280,000
Institutionally Managed Work	512,384
Architectural/Design Services	2,693,459
Project Management Fees	866,250
Insurance	611,786
Other Professional Fees	1,333,417
Project Contingency	1,459,688
Other Costs	-
<b>Total Project Cost</b>	<b>\$38,500,000</b>

**Project Planning**

Definition Phase Completed	Yes
Owner's Project Requirements	Yes
Basis of Design	Yes
Schematic Design	Yes
Detailed Cost Estimate	Yes

**Project Milestones**

Definition Phase Approval	May 2019
Addition to CIP	November 2019
Design Development Approval	November 2019
Construction Notice to Proceed	November 2019
Substantial Completion	July 2021

**4. U. T. Southwestern Medical Center: James W. Aston Ambulatory Care Building Renovations - Amendment of the current Capital Improvement Program to include project; approval of total project cost; appropriation of funds; and resolution regarding parity debt**

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and the institutional president that the U. T. System Board of Regents approve the recommendations for the James W. Aston Ambulatory Care Building Renovations project at The University of Texas Southwestern Medical Center as follows:

- a. amend the current CIP and approve a total project cost of \$37,000,000;
- b. appropriate funds of \$37,000,000 with funding of \$25,000,000 from Revenue Financing System (RFS) Bond Proceeds and \$12,000,000 from Designated Funds; and
- c. resolve in accordance with Section 5 of the Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System that parity debt shall be issued to pay the project's cost, including any costs prior to the issuance of such parity debt; sufficient funds will be available to meet the financial obligations of the U. T. System, including sufficient Pledged Revenues as defined in the Master Resolution to satisfy the Annual Debt Service Requirements of the Financing System, and to meet all financial obligations of the U. T. System Board of Regents relating to the Financing System; and U. T. Southwestern Medical Center, which is a "Member" as such term is used in the Master Resolution, possesses the financial capacity to satisfy its direct obligation as defined in the Master Resolution relating to the issuance by the U. T. System Board of Regents of tax-exempt parity debt in the aggregate amount of \$25,000,000.

BACKGROUND INFORMATION

Debt Service

The \$25,000,000 in RFS debt will be repaid from Clinical Revenues. Annual debt service on the \$25,000,000 in RFS debt is expected to be \$1.45 million. The institution's Scorecard Rating of 2.2 at fiscal year-end 2018 is below the maximum threshold of 5.0 and demonstrates that the institution has the financial capacity to satisfy its direct obligations related to parity debt.

Previous Action

On May 10, 2019, the Chancellor approved this project for Definition Phase.

### Project Description

The James W. Aston Ambulatory Care Building was built in 1983 and is in need of major renovations to meet the clinical needs of patients and research needs of faculty. The proposed project will improve the patient and provider experience; allow for the expansion of the neuroscience and ophthalmology clinics; provide a central core of clinical research space for investigators and their patients; and address significant building infrastructure issues including mechanical, electrical, and plumbing systems, and ADA regulatory compliance deficiencies.

This proposed repair and rehabilitation project has been approved by U. T. System staff and meets the criteria for inclusion in the CIP. Approval of design development plans and authorization of expenditure of funding will be presented to the President for approval at a later date. Pursuant to a Memorandum of Understanding effective September 1, 2016, U. T. Southwestern Medical Center has delegated authority of institutional management of construction projects under the continued oversight of the Office of Capital Projects.

**The University of Texas Southwestern Medical Center  
James W. Aston Ambulatory Care Building Renovations**

**Project Information**

Project Number	303-1243
CIP Project Type	Repair and Rehabilitation
Facility Type	Healthcare Facility, Hospital
Management Type	Institutional Management
Institution's Project Advocate	Brendan Kelley, Vice Chair of Clinical Affairs, Neurology and Neurotherapeutics
Project Delivery Method	Construction Manager-at-Risk
Gross Square Feet (GSF)	143,050

**Project Funding**

	<u>Proposed</u>
Revenue Financing System Bond Proceeds <sup>1</sup>	\$25,000,000
Designated Funds	<u>\$12,000,000</u>
Total Project Cost	\$37,000,000

<sup>1</sup> RFS Bond Proceeds to be repaid from Clinical Revenues

**Project Cost Detail**

Building Cost	\$ 28,593,250
Fixed Equipment	1,667,744
Site Development	-
Furniture and Moveable Equipment	215,000
Institutionally Managed Work	-
Architectural/Design Services	2,523,000
Project Management Fees	1,036,000
Insurance	436,802
Other Professional Fees	200,000
Project Contingency	1,248,004
Other Costs	<u>1,080,200</u>
Total Project Cost	\$37,000,000

**Project Planning**

Definition Phase Completed	Yes
Owner's Project Requirements	Yes
Basis of Design	Yes
Schematic Design	Yes
Detailed Cost Estimate	Yes

**Project Milestones**

Definition Phase Approval	May 2019
Addition to CIP	November 2019
Design Development Approval	January 2020
Construction Notice to Proceed	January 2020
Substantial Completion	July 2021

**5. U. T. M. D. Anderson Cancer Center: Renovate Alkek Hospital - Main Building - Floor 12 - Amendment of the current Capital Improvement Program to include project; approval of total project cost; and appropriation of funds**

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and the institutional president that the U. T. System Board of Regents amend the current Capital Improvement Program (CIP) to include the Renovate Alkek Hospital - Main Building - Floor 12 project at The University of Texas M. D. Anderson Cancer Center as follows:

- a. amend the current CIP and approve a total project cost of \$14,500,000; and
- b. appropriate funds of \$14,500,000 with funding from Hospital Revenues.

BACKGROUND INFORMATION

Previous Action

On March 14, 2018, the Chancellor approved this project for Definition Phase.

Project Description

The project involves general renovations throughout Floor 12 of the Alkek Hospital to renew finishes and infrastructure systems, to restore patient rooms that had been partially removed from service to full service, to renovate the nurse stations, and to enclose medicine preparation areas. Floor 11 will be impacted as hard ceilings on that floor will need to be removed and replaced. The renovations are needed to increase clinical capacity, improve the overall patient experience, and bring the sterile processing area into compliance with accreditation requirements promulgated by The Joint Commission.

This proposed repair and rehabilitation project has been approved by U. T. System staff and meets the criteria for inclusion in the CIP. Design development plans and authorization of expenditure of funding will be presented to the President for approval at a later date. Pursuant to a Memorandum of Understanding effective September 1, 2007, U. T. M. D. Anderson Cancer Center has delegated authority for institutional management of construction projects under the continued oversight of the Office of Capital Projects.

**The University of Texas M. D. Anderson Cancer Center  
Renovate Alkek Hospital - Main Building - Floor 12**

**Project Information**

Project Number 703-1176  
 CIP Project Type Repair and Renovation  
 Facility Type Healthcare Facility, Hospital  
 Management Type Institutional Management  
 Institution's Project Advocates Carol Porter, Senior Vice President and Chief Nursing Officer  
 Project Delivery Method Construction Manager-at-Risk  
 Gross Square Feet (GSF) 44,500

**Project Funding**

	<u>Proposed</u>
Hospital Revenues	<u>\$14,500,000</u>
Total Project Cost	\$14,500,000

**Project Cost Detail**

Building Cost	\$10,200,000
Fixed Equipment	-
Site Development	-
Furniture and Moveable Equipment	1,900,000
Institutionally Managed Work	-
Architectural/Design Services	950,000
Project Management Fees	-
Insurance	250,000
Other Professional Fees	-
Project Contingency	1,200,000
Other Costs	-
Total Project Cost	<u>\$14,500,000</u>

**Project Planning**

Definition Phase Completed	Yes
Owner's Project Requirements	Yes
Basis of Design	Yes
Schematic Design	Yes
Detailed Cost Estimate	Yes

**Project Milestones**

Definition Phase Approval	March 2018
Addition to CIP	November 2019
Design Development Approval	November 2019
Construction Notice to Proceed	April 2020
Substantial Completion	October 2021

**6. U. T. M. D. Anderson Cancer Center: Demolish Dental Branch Building - Amendment of the current Capital Improvement Program to include project; approval of total project cost; and appropriation of funds**

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and the institutional president that the U. T. System Board of Regents amend the current Capital Improvement Program (CIP) to include the Demolish Dental Branch Building project at The University of Texas M. D. Anderson Cancer Center as follows:

- a. amend the current CIP and approve a total project cost of \$13,500,000; and
- b. appropriate funds of \$13,500,000 with funding from Hospital Revenues.

BACKGROUND INFORMATION

Previous Action

On December 18, 2017, the Chancellor approved this project for Definition Phase.

Project Description

This project involves the demolition of a building that was formerly occupied by the U. T. Health Science Center Dental School. The building has seven levels including a basement level and a utility service tunnel that connects with the U. T. M. D. Anderson Main Building complex. The work is expected to include the abatement of asbestos containing materials, as well as any other hazardous materials that may be present. The project is expected to include deconstruction of the building, rather than implosion, as well as modification of an existing flood wall system, shoring, removal of basement walls, protection of buried underground utilities, and analysis of capacities for existing infrastructure to support future site development. Finally, a portion of the site is to be developed as surface parking, on an interim basis, to support valet services for the Main Building complex.

This proposed repair and rehabilitation project has been approved by U. T. System staff and meets the criteria for inclusion in the CIP. Demolition plans and authorization of expenditure of funding will be presented to the President for approval at a later date. Pursuant to a Memorandum of Understanding effective September 1, 2007, U. T. M. D. Anderson Cancer Center has delegated authority for institutional management of construction projects under the continued oversight of the Office of Capital Projects.

**The University of Texas M. D. Anderson Cancer Center  
Demolish Dental Branch Building**

**Project Information**

Project Number 703-1165  
 CIP Project Type Repair and Rehabilitation  
 Facility Type Demolition/Infrastructure  
 Management Type Institutional Management  
 Institution's Project Advocates Karen Mooney, Associate Vice President, Facilities Planning, Design & Construction  
 Project Delivery Method Design/Build  
 Gross Square Feet (GSF) 326,110

**Project Funding**

	<u>Proposed</u>
Hospital Revenues	<u>\$13,500,000</u>
Total Project Cost	\$13,500,000

**Project Cost Detail**

Building Cost	-
Fixed Equipment	-
Site Development - Demolition of Existing Facility	\$11,312,500
Furniture and Moveable Equipment	-
Institutionally Managed Work	-
Architectural/Design Services	169,000
Project Management Fees	373,500
Insurance	120,000
Other Professional Fees	-
Project Contingency	1,350,000
Other Costs	<u>175,000</u>
Total Project Cost	\$13,500,000

**Project Planning**

Definition Phase Completed	Yes
Owner's Project Requirements	Yes
Basis of Design	Yes
Schematic Design	Yes
Detailed Cost Estimate	Yes

**Project Milestones**

Definition Phase Approval	December 2017
Addition to CIP	November 2019
Design Development Approval	November 2019
Construction Notice to Proceed	November 2019
Substantial Completion	July 2020

7. **U. T. Rio Grande Valley: School of Medicine Institute of Neurosciences - Approval of design development; and appropriation of funds and authorization of expenditure**

**RECOMMENDATION**

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Business Affairs, and the institutional president that the U. T. System Board of Regents approve the recommendations for the School of Medicine Institute of Neurosciences project at The University of Texas Rio Grande Valley as follows:

- a. approve design development plans; and
- b. appropriate funds and authorize expenditure of \$30,000,000 from Permanent University Fund (PUF) Bond Proceeds.

**BACKGROUND INFORMATION**

**Previous Actions**

On August 29, 2018, the Chancellor approved this project for Definition Phase. On December 6, 2012, the Board approved \$100 million of unspecified resources over the next 10 years to be used for start-up costs for the School of Medicine. Previously, the Board approved \$50 million in Permanent University Fund (PUF) Bond Proceeds toward the \$100 million and on August 15, 2019, the Board approved the remaining \$50 million in PUF Bond Proceeds. Additionally on August 15, 2019, this project was included in the CIP with a total project cost of \$30,000,000 with funding from PUF Bond Proceeds.

**Project Description**

The proposed project will be located in Harlingen, Texas on 35 acres of land located near the Clinical Education Building. The facility will advance one of the core research priorities for the School of Medicine of alleviating the space demand in clinical and research areas. The building will house dry research labs, core imaging, a therapy center, administrative, support and collaborative areas, and community focused spaces. The facility will serve as a world-class site for the departments of neurology, psychiatry, and neurosciences and will house clinics and diagnostic centers for numerous neuropsychiatric and aging disorders.

The project is expected to consist of two or three phases over several years and to be a designated center for research on brain health and other aspects of neurosciences. This first phase is planned to include clinical, shared clinical, clinical research, imaging, core research, satellite vivarium, collaboration and support space.

**The University of Texas Rio Grande Valley  
School of Medicine Institute of Neurosciences**

**Project Information**

Project Number	903-1220
CIP Project Type	New Construction
Facility Type	Laboratory, Medical Healthcare
Management Type	Office of Capital Projects
Institution's Project Advocates	Ihsan M. Salloum, Director/Chair, Department of Neuroscience
Project Delivery Method	Construction Manager-at-Risk
Gross Square Feet (GSF)	32,570

**Project Funding**

	<u>Proposed</u>
Permanent University Fund Bond Proceeds <sup>1</sup>	<u>\$30,000,000</u>
Total Project Cost	<u>\$30,000,000</u>

<sup>1</sup> PUF Bond Proceeds previously committed and awarded in support of the School of Medicine

**Project Cost Detail**

Building Cost	\$ 16,779,132
Fixed Equipment	-
Site Development	3,226,494
Furniture and Moveable Equipment	1,306,500
Institutionally Managed Work	2,500,000
Architectural/Design Services	2,145,366
Project Management Fees	1,007,100
Insurance	585,179
Other Professional Fees	686,400
Project Contingency	1,584,349
Other Costs	<u>179,480</u>
Total Project Cost	<u>\$30,000,000</u>

**Building Cost per GSF Benchmarks (escalated to midpoint of construction)**

School of Medicine Institute of Neurosciences	\$515
Texas Higher Education Coordinating Board Average – Laboratory, Medical/Healthcare	\$468
	Low Quartile      Median      High Quartile
Other U. T. System Projects	\$485      \$545      \$605
Other National Projects	\$591      \$711      \$907

**The University of Texas Rio Grande Valley  
School of Medicine Institute of Neurosciences**  
(Continued)

**Investment Metrics**

- Increase neurology clinical faculty by 2023
- Increase School of Medicine extramural research by 50% by 2023

**Project Planning**

Definition Phase Completed	Yes
Owner's Project Requirements	Yes
Basis of Design	Yes
Schematic Design	Yes
Detailed Cost Estimate	Yes

**Project Milestones**

Definition Phase Approval	August 2018
Addition to CIP	August 2019
Design Development Approval	November 2019
Construction Notice to Proceed	March 2020
Substantial Completion	June 2021

**Basis of Design**

The planned building life expectancy includes the following elements:

- Enclosure: 50 years
- Building Systems: 50 years
- Interior Construction: 50 years



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## MEETING OF THE BOARD

1. Minutes - U. T. System Board of Regents: Approval of Minutes of the regular meeting held on August 14-15, 2019; and the special called meeting held on September 27, 2019

2. Employment Agreement - U. T. System: Approval of Incentive Compensation under Current Employment Agreement with Mark A. Houser, Chief Executive Officer of University Lands

Mark A. Houser is in the second year of a second three-year employment agreement as Chief Executive Officer of University Lands, which was approved by the Board of Regents on March 19, 2018. That agreement authorizes an annual incentive payment to Mr. Houser of up to 200% of base salary.

The agreement requires the Executive Vice Chancellor for Business Affairs to work with the University Lands Advisory Board (ULAB) to recommend an incentive compensation payment for consideration by the Board of Regents each year. The incentive payment award recommended for FY 2020 is \$727,500 (an amount equal to 79.5% of Mr. Houser's current base salary of \$915,000).

3. Lease - U. T. System: Authorization to lease approximately 6,500 square feet of office space located at 7800 Shoal Creek Boulevard, Austin, Travis County, Texas, from Seamless Shoal Creek, LLC, for mission and administrative use, including by the Texas Medical and Dental Schools Application Service as a centralized admissions office for public medical and dental schools in Texas

Description: Lease of approximately 6,500 square feet of space located at 7800 Shoal Creek Boulevard, Austin, Travis County, Texas, for office and mission use. The Texas Medical and Dental Schools Application Service (TMDSAS) requests authorization to relocate into this space from their existing downtown Austin office to reduce occupancy costs. TMDSAS acts as a centralized admissions office for public medical and dental schools across Texas.

Lessor: Seamless Shoal Creek, LLC, a Delaware limited liability company

Term: The initial term will be 60.5 months and is expected to begin on April 15, 2020, and continuing through April 30, 2025, with one five-year option to renew at lessee's discretion.

- Lease Cost: Annual Base Rent is projected to be \$128,100 in the first year, escalating by \$0.50 per square foot annually, for a total of approximately \$677,862 (\$21 per square foot average) over the initial term. Annual operating expenses are estimated to be \$78,974 in the first year (\$12.33 per square foot). Rent for the renewal term will be based upon then fair market value rental rates.
- Tenant Improvements: The lessor will provide a tenant improvement allowance of approximately \$192,150 (\$30 per square foot) and the lessee will be responsible for additional buildout costs, which are estimated to be up to approximately \$130,000 (\$20 per square foot), to be amortized as additional rent or paid directly by lessee.
- Total Projected Cost: The total cost of the lease over the 10-year term is estimated to be approximately \$2,517,391.

#### **AUDIT, COMPLIANCE, AND RISK MANAGEMENT COMMITTEE**

No items for Consent Agenda

#### **FINANCE AND PLANNING COMMITTEE**

4. Contract (funds going out) - U. T. System: Stericycle, Inc., will provide medical waste disposal services for U. T. System and institutions

- Agency: Stericycle, Inc.
- Funds: To be paid by U. T. System or the U. T. institutions that request services under this Agreement. Services under this Agreement may be requested by U. T. System or any U. T. institution; therefore, it is possible the value may exceed \$3,000,000 over the potential five-year term. Although no cap amount is recommended for this contract, the contract value is not expected to exceed \$10,000,000.
- Period: September 1, 2019 through August 31, 2022; with option to renew for two additional one-year terms
- Description: This nonexclusive Systemwide agreement allows U. T. System and each U. T. institution to request the Contractor to collect, handle, transport, and dispose of medical waste. This agreement was competitively procured.

5. Contract (funds going out) - U. T. System: Lighthouse Environmental, Inc., will provide spill response services for U. T. System and institutions

Agency: Lighthouse Environmental, Inc.

Funds: To be paid by U. T. System or the U. T. institutions that request immediate emergency services under this Agreement. It is possible the value may exceed \$1,000,000 over the potential five-year term. Because it will be accessed only in true emergencies, no contract cap is recommended for this agreement.

Period: September 1, 2019 through August 31, 2022; with option to renew for two additional one-year terms

Description: This nonexclusive Systemwide agreement allows U. T. System and each U. T. institution to request the Contractor to perform hazardous spill response services. This agreement was competitively procured.

6. Contract (funds going out) - U. T. System: Jones Lang Lasalle Americas, Inc., CBRE, Inc., Savills, Inc., and Transwestern Property Company SW GP, L.L.C., to provide real estate brokerage and construction services for all U. T. institutions in the greater Houston area

Contractors: 

1. Jones Lang LaSalle Americas, Inc.
2. CBRE, Inc.
3. Savills, Inc.
4. Transwestern Property Company SW GP, L.L.C.

Funds: Anticipated total expense for each contractor may exceed \$1,000,000, but not over \$5,000,000 over the term of each individual contract without further authorization from the Board. Much of this expense is typically paid by third-party landlords to the contractors for space leased or property bought by U. T. institutions.

Period: Initial two-year term followed by two two-year renewal terms cancelable by both parties

Description: Currently five U. T. institutions have operations in the greater Houston area, defined as Harris County and all surrounding counties: U. T. M. D. Anderson Cancer Center, U. T. Medical Branch - Galveston, U. T. Health Science Center - Houston, U. T. Austin, and U. T. Tyler. U. T. System proposes to enter into an individual contract with each contractor to allow any U. T. institution to secure real estate tenant/buyer representation brokerage services and tenant improvement construction services in the greater Houston area, on an as-needed basis. These services were procured competitively.

7. Other Fiscal Matters - U. T. System: Results of the 2019 Group Purchasing Organization (GPO) Accreditation Program

On February 11, 2016, the Board of Regents approved a Group Purchasing Organization (GPO) Accreditation Program. The Program is designed to ensure that U. T. institutions utilize contracts offered by GPOs, including Texas state agencies performing GPO functions, only if the GPOs use sourcing processes accredited by U. T. System as meeting minimum procurement standards. The approval delegated authority to the Executive Vice Chancellor for Business Affairs to determine whether any applicant for accreditation meets such standards. Results from the first three years of operation of the Program were reported to the Board of Regents at the August 25, 2016, August 24, 2017 and November 15, 2018 meetings.

With assistance from the U. T. System Office of Collaborative Business Services, one additional application for accreditation was considered in the 2019 Program and rejected. The rejected applicant has been informed of the reasons for rejection, and of its right to reapply for accreditation in next year's Program.

In addition, reviews of the ten GPOs previously accredited were conducted to ensure ongoing compliance with accreditation standards and to review institutional use of GPO contracts. Based on these reviews, the accreditation of the HealthTrust GPO was revoked for failing to meet the Program's administrative procedures. Despite revocation of HealthTrust's accreditation status, permission has been granted to U. T. Health Science Center - Tyler to use HealthTrust on an exception basis, solely in support of U. T. Health Science Center - Tyler's clinical operations operated by Ardent Health. The accreditations of all other GPOs previously accredited have been continued.

As a result, the following are the GPOs accredited at the conclusion of the 2019 Program:

- The University of Texas System Supply Chain Alliance
- E&I Cooperative Services, Inc.
- Education Service Center - Region 19 Allied States Cooperative

- The Local Government Purchasing Cooperative, dba BuyBoard
- Premier Health Alliance, LP
- Texas Comptroller of Public Accounts (Statewide Procurement Division) (TPASS/TXMAS)
- Texas Department of Information Resources (DIR)
- National Cooperative Purchasing Alliance (NCPA)
- Sourcewell, formerly known as National Joint Powers Alliance (NJPA)

All accreditations will expire August 31, 2021, unless terminated earlier under U. T. System procedures.

8. Real Estate Report - U. T. System: Summary Report of Separately Invested Assets Managed by U. T. System

**THE UNIVERSITY OF TEXAS SYSTEM  
SEPARATELY INVESTED ASSETS  
Managed by U. T. System  
Summary Report at August 31, 2019**

	FUND TYPE							
	Current Purpose Restricted		Endowment and Similar Funds		Annuity and Life Income Funds		TOTAL	
	Book	Market	Book	Market	Book	Market	Book	Market
<b>Land and Buildings:</b>								
Ending Value 05/31/2019	\$ 1,666,061	\$ 10,993,854	\$ 96,409,408	\$ 351,262,852	\$ 253,270	\$ 389,536	\$ 98,328,739	\$ 362,646,242
Increase or Decrease	1	7,227,530	(45,000)	142,052,832	(116,000)	(185,252)	(160,999)	149,095,110
Ending Value 08/31/2019	\$ 1,666,062	\$ 18,221,384	\$ 96,364,408	\$ 493,315,684	\$ 137,270	\$ 204,284	\$ 98,167,740	\$ 511,741,352
<b>Other Real Estate:</b>								
Ending Value 05/31/2019	\$ 4	\$ 4	\$ 6	\$ 6	\$ -	\$ -	\$ 10	\$ 10
Increase or Decrease	(4)	(4)	(1)	(1)	-	-	(5)	(5)
Ending Value 08/31/2019	\$ -	\$ -	\$ 5	\$ 5	\$ -	\$ -	\$ 5	\$ 5

Report prepared in accordance with Sec. 51.0032 of the *Texas Education Code*. Details of individual assets by account furnished on request.

Note: Surface estates are managed by the U. T. System Real Estate Office. Mineral estates are managed by U. T. System University Lands. The royalty interests received from the Estate of John A. Jackson for the John A. and Katherine G. Jackson Endowed Fund in Geosciences are managed by the U. T. Austin Geology Foundation, with the assistance of the Bureau of Economic Geology.

## ACADEMIC AFFAIRS COMMITTEE

9. Other Matters - U. T. System Academic Institutions: Approval of Sexual Harassment and Sexual Misconduct Policies

Sexual misconduct policies for the following U. T. System academic institutions have been revised and are recommended by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel to the Board for approval, as required by federal law as referenced in Regents' *Rules and Regulations*, Rule 30105 (Sexual Harassment, Sexual Misconduct, and Consensual Relationships):

U. T. El Paso; and  
U. T. San Antonio.

The Office of Systemwide Compliance recently revised its Model Policy, set forth on the following pages, to comply with recent state law changes passed in SB 212 and HB 1735. Consequently, two U. T. academic institutions revised their existing policies. The revised policies have been reviewed by the Office of Systemwide Compliance and the Office of General Counsel. The revised policies comply with applicable laws and regulations and are consistent with the substantive provisions of the Model Policy.

The substantive changes to the Model Policy are as follows:

- Revising the definition of "Responsible Employee" so that all employees have a duty to report incidents and information reasonably believed to be sexual misconduct to the Title IX Coordinator (or Deputy Coordinator).
- Including a definition of "Confidential Employee";
- Adding state law provisions to the "Confidential Employee" role that require a duty to report the type of incident to the Title IX Coordinator (or Deputy Coordinator), while maintaining privacy and confidentiality of the person seeking confidential services.
- Revising the section on "Immunity" to protect from disciplinary action employees and students who act in good faith in reporting a complaint or participating in an investigatory and disciplinary process.
- Clarifying the complainant's right to request the university not to investigate, and the university's obligation to consider the interests and safety risks of the campus community when making such a determination.
- Revising the section on "Interim Measures" to acknowledge possible impacts to implementing interim measures without the Complainant's consent to disclose his or her identity to the relevant personnel involved in such matters.
- Including provisions to ensure reasonable and equitable access to all of the evidence relevant to the alleged violations in the university's possession in the investigatory and disciplinary processes.
- Adding the state law provision of "failure to report" as an additional conduct violation of the policy is subject to disciplinary action, including termination.

**The University of Texas System**  
**Office of Systemwide Compliance Model Policy**

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- 1. **Title**  
Sexual Misconduct Policy

For Immediate Reporting:  
**[INSERT TITLE IX OFFICE CONTACT INFORMATION and LINK TO WEBSITE]**  
Also, please see Section 3.1 below for detailed information.

- 2. **Policy**  
Sec. 1 General Policy Statement.

- 1.1 **[Name of Institution]** (the University) is committed to maintaining a learning and working environment that is free from discrimination based on sex in accordance with Title IX of the Higher Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in educational programs or activities; Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits sex discrimination in employment; and the Campus Sexual Violence Elimination Act (SaVE Act). Sexual misconduct, as defined in Part 3, Definitions and Examples, will not be tolerated and will be subject to disciplinary action.
- 1.2 The University will promptly discipline any individuals or organizations within its control who violate this Policy. The University encourages you to promptly report violations of this Policy to the Title IX Coordinator or Deputy Coordinators (collectively “Title IX Office”) or a Responsible Employee, as identified in Section 3.3 below.
- 1.3 Free Speech. This Policy encourages and respects the right of free speech guaranteed by the First Amendment of the Constitution and the principles of academic freedom. Constitutionally protected expression cannot be considered harassment under this policy. Each faculty member is entitled to full freedom in the classroom in discussing the subject which they teach. The right to free speech and principles of academic freedom are not absolute, however. The offensive conduct underlying some incidents might be protected speech, but it may still be in contradiction to the University’s commitment to academic freedom, integrity, honesty, dignity, respect and honorable conduct (*see generally* Regents Rule 10901, *Statement of U.T. System Values and Expectations*). In these instances, constitutional rights will continue to be protected, but the University will also exercise its right to speak and engage in educational dialogue with those engaged in these types of behaviors. Further, some offensive conduct, even though it contains elements of speech, may rise to the level of the type of conduct that creates a sexually hostile environment and, thus, violates this policy.

**The University of Texas System**  
**Office of Systemwide Compliance Model Policy**

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Sec. 2 Applicability. This Policy applies to all University administrators, faculty, staff, students, and third parties within the University's control, including visitors and applicants for admission or employment. It applies to conduct regardless of where it occurs, including off University property, if it potentially affects the complainant's education or employment with the University or potentially affects the University community. It also applies regardless of the gender, gender identity or sexual orientation of the parties. In addition, it applies to any complaint made verbally or in writing.

Sec. 3 Filing a Complaint and Reporting Violations.

3.1 Title IX Coordinator and Deputy Coordinators. The Title IX Coordinator and Deputy Coordinators are: **[Insert Names/Contact info for Coordinators]**

3.2 All Members of the University Community, Third Parties and anonymous Complainants are strongly encouraged to immediately report any incidents of sexual misconduct and other inappropriate sexual conduct to the Title IX Office.

a. Anonymity. You may file an anonymous complaint by telephone, in writing or electronically **[INSERT LINK TO WEBSITE REPORTING SYSTEM]** with the Title IX Office. Your decision to remain anonymous, however, may greatly limit the University's ability to stop the alleged conduct, collect evidence, or take action against parties accused of violating the Policy.

b. Confidentiality. Most University employees are required to report and respond to complaints of sexual misconduct and may be unable to honor a request for confidentiality. Complainants who want to discuss a complaint in strict confidence may use the resources outlined in Section 3.6 below.

c. Timeliness of Complaint. You should report sexual misconduct as soon as you become aware of such conduct.

3.3 Responsible Employees. You may also report incidents to Responsible Employees, as defined below.

3.4 Reporting to Law Enforcement. You may also make a complaint with The University of Texas at **[institution]** Police Department at **[insert phone]** (non-emergency) or **[insert phone]** (emergency) or to the City of **[insert ]** Police Department **[phone]** (non-emergency) or 911 (emergency) or to other local law enforcement authorities. The Title IX Office can help individuals contact these law enforcement agencies. Employees and students with protective or restraining orders relevant to a complaint are encouraged to provide a copy to the University Police Department.

3.5 Reporting to Outside Entities. You may also contact the following external agencies:

For students:

**The University of Texas System**  
**Office of Systemwide Compliance Model Policy**

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Office of Civil Rights  
U.S. Department of Education  
1999 Bryan Street, Suite 1620  
Dallas, TX 75201-6810  
214-661-9600  
214-661-9587 (fax)

Office for Civil Rights  
U.S. Department of Health and Human Services  
1301 Young Street, Suite 1169  
Dallas, TX 75202  
Phone: (800) 537-7697  
FAX: (214) 767-0432

For employees:

U.S. Equal Employment Opportunity Commission  
Dallas District Office  
207 S. Houston Street, 3<sup>rd</sup> Floor  
Dallas, TX 75202  
Phone: (800) 669-4000  
FAX: (214) 253-2720

Texas Workforce Commission  
Civil Rights Division  
101 E. 15th Street  
Room 144-T  
Austin, TX 78778-0001  
512-463-2642

3.6 Confidential Support and Resources. Students may discuss an incident with Confidential Employees (as defined below) or an off-campus resource (i.e. rape crisis center, doctor, psychologist, etc.) without concern that the person's identity will be reported to the Title IX Office. Employees may also seek assistance from the Employee Assistance Program, their own personal health care provider, the clergyperson of their choice, or an off-campus rape crisis resource without concern that the person's identity will be reported to the Title IX Office.

The University and community resources that provide confidential services are: **[insert resources]**

3.7 Immunity. In an effort to encourage reporting of sexual misconduct, the University will grant immunity from student and/or employee disciplinary action to a person who acts in good faith in reporting a complaint, participating in an investigation, or participating in a disciplinary process. This immunity does not extend to the person's own violations of this Policy.

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Sec. 4. Parties' Rights Regarding Confidentiality. The University has great respect for the privacy of the parties in a complaint. Under federal and state law, however, Responsible Employees (defined below) who receive a report of sexual misconduct must share that information with the Title IX Office. Those individuals may need to act to maintain campus safety and must determine whether to investigate further under Title IX, regardless of the complainant's request for confidentiality.

In making determinations regarding requests for confidentiality, requests to not investigate, and/or the disclosure of identifying information to the respondent, the Title IX Coordinator must deliberately weigh the rights, interests, and safety of the complainant, the respondent and the campus community. Factors the University must consider when determining whether to investigate an alleged incident of sexual misconduct include, but are not limited to:

- The seriousness of the alleged incident;
- Whether the University has received other reports of alleged sexual misconduct by the alleged respondent;
- Whether the alleged incident poses a risk or harm to others; and
- Any other factors the University determines relevant.

If the complainant requests the University not to investigate, the Title IX Coordinator must inform the complainant of the decision whether or not to investigate.

In the course of the investigation, the University may share information only as necessary with people who need to know in compliance with the law, which may include but is not limited to the investigators, witnesses, and the respondent. The University will take all reasonable steps to ensure there is no retaliation against the parties or any other participants in the investigation.

Sec. 5. Resources and Assistance.

5.1 Immediate Assistance.

**[List on and off University resources for health care, police, and counseling]**

- A. Healthcare. If you experience any form of sexual, domestic, or dating violence, you are encouraged to seek immediate medical care. Also, preserving DNA evidence can be key to identifying the perpetrator in a sexual violence case. Victims can undergo a medical exam to preserve physical evidence with or without police involvement. If possible, this should be done immediately. If an immediate medical exam is not possible,

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individuals who have experienced a sexual assault may have a Sexual Assault Forensic Exam (SAFE) performed by a Sexual Assault Nurse Examiner (SANE) within 4 days of the incident. With the examinee's consent, the physical evidence collected during this medical exam can be used in a criminal investigation; however, a person may undergo a SAFE even without contacting, or intending to contact, the police. To undergo a SAFE, go directly to the emergency department of [insert hospital with SAFE capabilities] or the nearest hospital that provides SAFE services.

For more information about the SAFE, see [https://www.texasattorneygeneral.gov/files/cvs/sexual\\_assault\\_examnation.pdf](https://www.texasattorneygeneral.gov/files/cvs/sexual_assault_examnation.pdf). The cost of the forensic portion of the exam is covered by the law enforcement agency that is investigating the assault or, in cases where a report will not be made to the police, the Texas Department of Public Safety. This does not include fees related to medical treatment that are not a part of the SAFE.

- B. Police Assistance. If you experienced or witnessed sexual misconduct, the University encourages you to make a report to the police. The police may, in turn, share your report with the Title IX Office.

A police department's geographic jurisdiction depends on where the sexual misconduct occurred. Thus, if the incident occurred on the University campus, you may file a report with the [insert campus police name] by calling [number] or in person at [insert institution PD name] headquarters at [insert address], even if time has passed since the assault occurred.

[Institution PD name] can also assist with filing any protective orders. Reporting an assault to law enforcement does not mean the case will automatically go to criminal trial or to a University disciplinary hearing. If the University police are called, a uniformed officer will be sent to the scene to take a detailed statement. A police department counselor may also provide you with a ride to the hospital. You may also file a report with the University police even if the assailant was not a University student or employee. If the incident occurred in the City of [insert City name], but off campus, you may also file a report with the [City] Police Department, even if time has passed since the assault occurred. If a report is made to the police, a uniformed officer will usually be dispatched to the location to take a written report.

- C. Counseling and Other Services. If you experience sexual misconduct, you are strongly encouraged to seek counseling or medical and psychological care even if you do not plan to request a SAFE or report the assault to the police. You may be prescribed medications to prevent sexually transmitted infections and/or pregnancy even if the police are not contacted or if a SAFE is not performed. Similarly, other individuals impacted or affected by a sexual misconduct complaint are encouraged to seek counseling or psychological care.

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You may receive medical care at the University Health Services (for students only), at a local emergency room, or by a private physician. You may also be provided with psychological support by the University Counseling and Psychological Services (students), Employee Assistance (employees), a referral through the Employee Assistance Program, or a care provider of your choosing.

Students desiring counseling should contact:

**[insert office and contact information]**

Faculty and staff should contact:

**[insert office and contact information]**

5.2 Interim Measures.

The University will offer reasonably available individualized services to the parties involved in an alleged incident of sexual misconduct, when applicable.

Interim measures may include but are not limited to reassignment, suspension, counseling, extensions of time or other course-related adjustments, modifications of work or class schedules, withdrawal from or retake of a class without penalty, campus escort services, restrictions on contact between the parties, change in work or housing locations, leaves of absences, increased security and monitoring of certain areas of campus or other similar accommodations tailored to the individualized needs of the parties.

The University's ability to implement interim measures may be affected if the Complainant requests that the University not disclose the Complainant's identity to relevant University personnel involved in implementing interim measures.

Sec. 6 The Investigation Process—What You Need to Know.

6.1 Key Officials in an Investigation.

A. Title IX Coordinator. The Title IX Coordinator is the senior University administrator who oversees the University's compliance with Title IX. The Title IX Coordinator is responsible for overseeing the administrative response to reports of sexual misconduct and is available to discuss options, provide support, explain University policies and procedures, and provide education on relevant issues. The Title IX Coordinator may designate one or more Deputy Title IX Coordinators.

Any member of the University community may contact the Title IX Coordinator with questions.

B. Investigators. The Title IX Coordinator will ensure that complaints are properly investigated under this Policy. The Title IX Coordinator will also ensure that investigators are properly trained at least annually to conduct

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investigations that occur under this Policy. The Title IX Deputy Coordinators will supervise and advise the Title IX investigators when conducting investigations and update the Title IX Coordinator as necessary.

6.2 Notification of University Offices Offering Assistance. After receiving a complaint, the Title IX Office will inform the parties of available resources and assistance. While taking into consideration requested confidentiality, the [insert student victim resource coordinator info] for students and [Employee Relations] office may serve as a liaison between the parties and the Title IX Office during the investigation.

6.3 Informal Resolution of Certain Complaints. (OPTIONAL)

Both parties may voluntarily agree to use this option instead of or before the formal resolution process but are not required to do so. Also, this option is not permitted for sexual violence cases. Anyone who believes that they have been subjected to sexual misconduct may immediately file a formal complaint as described in Section 3 of this Policy. Anyone interested in the informal resolution process, should contact the Title IX Coordinator. Before beginning the informal resolution process, the Title IX Coordinator must provide both parties full disclosure of the allegations and their options for formal resolution. At any time during the informal resolution process, the complainant may elect to discontinue to informal resolution process and file a formal complaint.

A. Informal Assistance. If informal assistance is appropriate, the individual will be provided assistance in informally resolving the alleged sexual misconduct. Assistance may include providing the complainant with strategies for communicating with the offending party that the behavior is unwelcomed and should cease, directing a University official to inform the offending party to stop the unwelcomed conduct, or initiating mediation. However, the University may take more formal action, including disciplinary action, to ensure an environment free of sexual harassment or sexual misconduct.

B. Timeframe. Informal resolutions of a complaint will be concluded as soon as possible.

C. Documentation. The University will document and record informal resolutions. The Title IX Coordinator will retain the documentation.

6.4 Formal Complaint and Investigation.

Formal Complaint. To begin the investigation process, the complainant should submit a written statement setting out the details of the conduct that is the subject of the complaint, including the following:

- complainant's name and contact information;
- name of the person directly responsible for the alleged violation;

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- detailed description of the conduct or event that is the basis of the alleged violation;
- date(s) and location(s) of the alleged occurrence(s);
- names of any witnesses to the alleged occurrence(s); the resolution sought; and
- any documents or information that is relevant to the complaint.

The University may initiate an investigation regardless of the manner in which a complaint is received or whether a complaint is received at all. However, the complainant is strongly encouraged to file a written complaint. If the complaint is not in writing, the investigator should prepare a statement of what they understand the complaint to be and ask the complainant to verify that statement. The University office receiving the complaint must refer the complaint to the Title IX Coordinator.

Investigation.

- A. After an investigator is assigned, the respondent will be provided notice of the complaint and be allowed a reasonable time to respond in writing.
- B. The parties may present any information and evidence that may be relevant to the complaint, including the names of any witnesses who may provide relevant information.
- C. The investigators will interview relevant and available witnesses. Neither the complainant nor the respondent will normally attend these interviews or the gathering of evidence; however, if either one is permitted to attend, the other shall have the same right.
- D. The investigation of a complaint will be concluded as soon as possible after receipt of the complaint. The parties should be provided updates on the progress of the investigation.
- E. After the investigation is complete, a written report<sup>1</sup> will be issued to the Title IX Coordinator and the appropriate administrator. The report shall include factual findings and a preliminary conclusion regarding each allegation of whether a policy violation occurred (based on a “preponderance of the evidence” standard).
- F. After the written report is completed, both parties will be allowed to inspect the report and will have reasonable and equitable access to all of the evidence relevant to the alleged violation(s) in the University’s possession, subject to FERPA and Texas Education Code, Section 51.971. Each party

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<sup>1</sup> Appropriate report redactions will be made to comply with Texas Education Code, Section 51.971.

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will have 7 business days to submit written comments regarding the investigation to the Title IX Coordinator.

G. Within 7 business days after the deadline for receipt of comments from the parties, the Title IX Coordinator (or designee) will:

- request further investigation into the complaint;
- dismiss the complaint if it is determined that no violation of policy or inappropriate conduct occurred; or
- find that the Policy was violated.

H. If it is determined that the Policy was violated, the matter will be referred for disciplinary action.

I. The parties shall be informed concurrently in writing of the decision in accordance with section 6.4.F of this Policy.

J. If disciplinary action or sanction(s) is warranted, it will be imposed in accordance with the applicable policies and procedures.

6.5 Standard of Proof. All investigations will use the preponderance of the evidence standard, as defined in Part 3, Definitions and Examples, to determine violations of this Policy.

6.6 Timeliness. Best efforts will be made to complete the complaint process in a timely manner by balancing principles of thoroughness and fundamental fairness with promptness.

At the request of law enforcement, the University may defer its fact-gathering until after the initial stages of a criminal investigation. In such an instance, the University will promptly resume its fact-gathering as soon as law enforcement has completed its initial investigation, or if the fact-gathering is not completed in a reasonable time, the University will move forward.

The filing of a complaint under this Policy does not excuse the complainant from meeting time limits imposed by outside agencies. Likewise, the applicable civil or criminal statute of limitations will not affect the University's investigation of the complaint.

6.7 Due Process and Privacy Rights.

- The University will strive to ensure that the steps it takes to provide due process to the respondent will not restrict or delay the protections provided by Title IX to the complainant.
- The Family Educational Rights and Privacy Act (FERPA) does not override federally protected due process rights of a respondent.

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6.8 Remedies. In addition to sanctions that may be imposed pursuant to the appropriate disciplinary policy, the University will take appropriate action(s), including but not limited to those below to resolve complaints of sexual misconduct, prevent any recurrence and, as appropriate, remedy any effects:

- (a) Imposing sanctions against the respondent, including attending training, suspension, termination or expulsion;
- (b) Ensuring the parties do not share classes, working environments or extracurricular activities;
- (c) Making modifications to the on campus living arrangements of the parties;
- (d) Providing comprehensive services to the parties including medical, counseling and academic support services, such as tutoring;
- (e) Providing the parties extra time to complete or re-take a class or withdraw from a class without an academic or financial penalty;
- (f) Determining whether sexual misconduct adversely affected the complainant's University standing;
- (g) Designating an individual specifically trained in providing trauma-informed comprehensive services;
- (h) Conducting a University climate check to assess the effectiveness of sexual misconduct prevention measures;
- (i) Providing targeted training for a group of students, including bystander intervention and sexual misconduct prevention programs;
- (j) Issuing policy statements regarding the University's intolerance of sexual misconduct.

6.9 Sanctions and Discipline. Disciplinary action will be handled under the appropriate disciplinary policy depending on the status of the respondent.

**[LINK TO APPROPRIATE POLICIES]**

Sec. 7. Provisions Applicable to the Investigation.

7.1 Assistance. During the investigation process, both parties may be assisted by an advisor, who may be an attorney; however, the advisor may not actively participate in a meeting or interview.

7.2 Time Limitations. Time limitations in these procedures may be modified by the Title IX Coordinator or appropriate administrator on a written showing of good cause by the parties or the University.

7.3 Concurrent Criminal or Civil Proceedings. The University will not wait for the outcome of a concurrent criminal or civil justice proceeding to take action. The University has an independent duty to investigate complaints of sexual misconduct. (Except as provided in Sec. 6.7).

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7.4 Documentation. The University shall document complaints and their resolution and retain copies of all materials in accordance with state and federal records laws and University policy.

Sec 8. Dissemination of Policy and Educational Programs.

8.1 This Policy will be made available to all University administrators, faculty, staff, and students online at [\[insert website link\]](#) and in University publications. Periodic notices will be sent to University administrators, faculty, staff and students about the University's Sexual Misconduct Policy, including but not limited to at the beginning of each fall and spring semester. The notice will include information about sexual misconduct, including the complaint procedure, and about University disciplinary policies and available resources, such as support services, health, and mental health services. The notice will specify the right to file a complaint under this Policy and with law enforcement and will refer individuals to designated offices or officials for additional information.

8.2 Ongoing Sexual Misconduct Training. The University's commitment to raising awareness of the dangers of sexual misconduct includes offering ongoing education through annual training and lectures by faculty, staff, mental health professionals, and/or trained University personnel. Preventive education and training programs will be provided to University administrators, faculty, staff, and students and will include information about primary prevention, risk reduction, and bystander intervention: [\[Link to web page with training provided\]](#)

8.3 Training of Coordinators, Investigators, Hearing and Appellate Authorities. All Title IX Coordinators, Deputy Coordinators, investigators, and those with authority over sexual misconduct hearings and appeals shall receive training each academic year about offenses, investigatory procedures, due process, and University policies related to sexual misconduct. 8.4 Annual Reporting and Notice. The University's Title IX General Policy Statement will be made available to all students, faculty, and employees online, in required publications and in specified departments.

Sec. 9. Additional Conduct Violations.

9.1 Retaliation. Any person who retaliates against the parties or any other participants in an investigation or disciplinary process relating to a complaint, or any person who under this Policy opposed any unlawful practice, is subject to disciplinary action up to and including dismissal or separation from the University. If any participant in an investigation believes they have been subject to retaliation, they should immediately report the alleged retaliatory conduct to the Title IX Office. [\[INSERT CITE TO RETALIATION POLICY\]](#)

9.2 False Complaints. Any person who knowingly files a false complaint under this Policy is subject to disciplinary action up to and including dismissal or separation from the University. A finding that a respondent is not responsible for the sexual misconduct alleged does not imply a report was false.

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9.3 Interference with an Investigation. Any person who interferes with an investigation conducted under this Policy is subject to disciplinary action up to and including dismissal or separation from the University. Interference with an ongoing investigation may include, but is not limited to:

- (a) Attempting to coerce, compel, or prevent an individual from providing testimony or relevant information;
- (b) Removing, destroying, or altering documentation relevant to the investigation; or
- (c) Knowingly providing false or misleading information to the investigator or Title IX Office, or encouraging others to do so.

9.4 Failure to Report for Responsible Employees. Under state law, if a Responsible Employee knowingly fails to report all information concerning an incident the employee reasonably believes constitutes stalking, dating violence, sexual assault, or sexual harassment committed by or against a student or employee at the time of the incident, the employee is subject to disciplinary action, including termination.

For purposes of Failure to Report, the definition of sexual harassment is broader than the definition of sexual harassment under this Policy and is defined as: Unwelcome, sex-based verbal or physical conduct that:

- (a) in the employment context, unreasonably interferes with a person's work performance or creates an intimidating, hostile, or offensive work environment; or
- (b) in the education context, is sufficiently severe, persistent, or pervasive that the conduct interferes with a student's ability to participate in or benefit from educational programs or activities at a postsecondary institution.

9.5. No Effect on Pending Personnel or Academic Actions Unrelated to the Complaint. The filing of a complaint under this Policy will not stop or delay any action unrelated to the complaint, including: (1) any evaluation or disciplinary action relating to a complainant who is not performing up to acceptable standards or who has violated University rules or policies; (2) any evaluation or grading of students participating in a class, or the ability of a student to add/drop a class, change academic programs, or receive financial reimbursement for a class; or (3) any job-related functions of a University employee. Nothing in this section shall limit the University's ability to take interim action.

Sec. 10 Documentation. The University shall confidentially maintain information related to complaints under this Policy, as required by law.

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**3. Definitions and Examples<sup>2</sup>**

**Complainant** – The student, employee or third party who presents as the victim of any prohibited conduct under this Policy, regardless of whether that person makes the report or seeks action under this Policy.

**Coercion** – The use of pressure to compel another individual to initiate or continue sexual activity against an individual’s will. Coercion can include a wide range of behaviors, including psychological or emotional pressure, physical or emotional threats, intimidation, manipulation, or blackmail that causes the person to engage in unwelcome sexual activity. A person’s words or conduct are sufficient to constitute coercion if they eliminate a reasonable person’s freedom of will and ability to choose whether or not to engage in sexual activity. Examples of coercion include but are not limited to threatening to “out” someone based on sexual orientation, gender identity, or gender expression; threatening to harm oneself if the other party does not engage in the sexual activity; and threatening to expose someone’s prior sexual activity to another person.

**Confidential Employees** – Confidential Employees include counselors in Counseling and Psychological Services, a health care provider in Health Services, or clergypersons. Additionally, employees who receive information regarding an incident of sexual misconduct under circumstances that render the employee’s communications confidential or privileged under other law (such as attorneys) are also considered “Confidential Employees.”

Note: Under state law, Confidential Employees who receive information regarding incidents of sexual harassment, sexual assault, dating violence or stalking committed by or against a student or an employee of the University, are required to report the **type of incident** to the Title IX Coordinator (or Deputy Coordinators). Confidential Employees may not include any information that would violate a student’s expectation of privacy. The Confidential Employee’s duty to report an incident under any other law also applies.

**Consent** – A voluntary, mutually understandable agreement that clearly indicates a willingness to engage in each instance of sexual activity. Consent to one act does not imply consent to another. Past consent does not imply future consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Any expression of an unwillingness to engage in any instance of sexual activity establishes a presumptive lack of consent.

Consent is not effective if it results from: (a) the use of physical force, (b) a threat of physical force, (c) intimidation, (d) coercion, (e) incapacitation or (f) any other factor that would eliminate an individual’s ability to exercise his or her own free will to choose whether or not to have sexual activity.

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<sup>2</sup> The definitions provided in the main body of the text are the definitions adopted by the University. When applicable, we have included the state law definition. In any criminal action brought by law enforcement, the state law definition will apply.

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A current or previous dating or sexual relationship, by itself, is not sufficient to constitute consent. Even in the context of a relationship, there must be a voluntary, mutually understandable agreement that clearly indicates a willingness to engage in each instance of sexual activity.

The definition of consent for the crime of sexual assault in Texas can be found in Section 22.011(b) of the Texas Penal Code.<sup>3</sup>

**Dating Violence**<sup>4</sup> – Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

The existence of such a relationship shall be determined by the victim with consideration of the following factors:

- a) The length of the relationship;
- b) The type of relationship; and
- c) The frequency of interaction between the persons involved in the relationship

Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. It does not include acts covered under the definition of domestic violence.

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<sup>3</sup> Texas Penal Code, Section 22.011(b) states that a sexual assault is without consent if: (1) the actor compels the other person to submit or participate by the use of physical force or violence; (2) the actor compels the other person to submit or participate by threatening to use force or violence against the other person, and the other person believes that the actor has the present ability to execute the threat; (3) the other person has not consented and the actor knows the other person is unconscious or physically unable to resist; (4) the actor knows that as a result of mental disease or defect the other person is at the time of the sexual assault incapable either of appraising the nature of the act or of resisting it; (5) the other person has not consented and the actor knows the other person is unaware that the sexual assault is occurring; (6) the actor has intentionally impaired the other person's power to appraise or control the other person's conduct by administering any substance without the other person's knowledge; (7) the actor compels the other person to submit or participate by threatening to use force or violence against any person, and the other person believes that the actor has the ability to execute the threat.

<sup>4</sup> Dating Violence is defined by the Texas Family Code, Section 71.0021 as:

- (a) an act, other than a defensive measure to protect oneself, by an actor that:
  - (1) is committed against a victim:
    - (A) with whom the actor has or has had a dating relationship; or
    - (B) because of the victim's marriage to or dating relationship with an individual with whom the actor is or has been in a dating relationship or marriage; and
  - (2) is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the victim in fear of imminent physical harm, bodily injury, assault, or sexual assault.
- (b) For purposes of this title, "dating relationship" means a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. The existence of such a relationship shall be determined based on consideration of:
  - (1) the length of the relationship;
  - (2) the nature of the relationship; and
  - (3) the frequency and type of interaction between the persons involved in the relationship.
- (c) A casual acquaintanceship or ordinary fraternization in a business or social context does not constitute a "dating relationship" under Subsection (b).

Texas Penal Code, Section 22.01 provides the criminal penalties associated with Dating Violence.

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**Domestic (Family) Violence**<sup>5</sup> – includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the state of Texas, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the state of Texas.

**Hostile Environment** – exists when sexual harassment (which is a form of sex-based harassment) is sufficiently severe or pervasive to deny or limit the individual's ability to participate in or benefit from the University's programs or activities or an employee's terms and conditions of employment.<sup>6</sup> A hostile environment can be created by anyone involved in a University's program or activity (e.g., administrators, faculty members, employees, students, and University visitors).

In determining whether sex-based harassment has created a hostile environment, the University considers the conduct in question from both a subjective and objective perspective. It will be necessary, but not adequate, that the conduct was unwelcome to the individual who was harassed. To conclude that conduct created or contributed to a hostile environment, the University must also find that a reasonable person in the individual's position would have perceived the conduct as undesirable or offensive.

To ultimately determine whether a hostile environment exists for an individual or individuals, the University considers a variety of factors related to the severity, persistence, or pervasiveness of the sex-based harassment, including: (1) the type, frequency, and duration of the conduct; (2) the identity and relationships of the persons involved; (3) the number of individuals involved; (4) the location of the conduct and the context in which it occurred; and (5) the degree to which the conduct affected an individual's education or employment.

The more severe the sex-based harassment, the less need there is to show a repetitive series of incidents to find a hostile environment. Indeed, a single instance of sexual assault may be sufficient to create a hostile environment. Likewise, a series of incidents may be sufficient even if the sex-based harassment is not particularly severe.

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<sup>5</sup> Family Violence is defined by the Texas Family Code Section 71.004 as:

- (1) an act by a member of a family or household against another member of the family or household that is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the member in fear of imminent physical harm, bodily injury, assault, or sexual assault, but does not include defensive measures to protect oneself;
- (2) abuse, as that term is defined by Sections [261.001](#)(1)(C), (E), and (G), by a member of a family or household toward a child of the family or household; or
- (3) dating violence, as that term is defined by Section [71.0021](#).

Texas Penal Code Section 22.01 provides the criminal penalties associated with Domestic (Family) Violence.

<sup>6</sup> Depending on the facts of a particular case, the University may investigate claims of hostile work environment under this Policy, the University's gender discrimination policy, or both. *See* Department of Education, Office for Civil Rights, January 2001 Revised Sexual Harassment Guidance, page 2.

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**Incapacitation** – Incapacitation is the inability, temporarily or permanently, to give consent because the individual is mentally and/or physically helpless, either voluntarily or involuntarily, or the individual is unconscious, asleep, or otherwise unaware that the sexual activity is occurring. In addition, an individual is incapacitated if they demonstrate that they are unaware at the time of the incident of where they are, how they got there, or why or how they became engaged in a sexual interaction.

The University offers the following guidance on consent and assessing incapacitation:

When alcohol is involved, incapacitation is a state beyond drunkenness or intoxication. When drug use is involved, incapacitation is a state beyond being under the influence or impaired by use of the drug. Alcohol and other drugs impact each individual differently, and determining whether an individual is incapacitated requires an individualized determination.

In evaluating consent in cases of alleged incapacitation, the University asks two questions:

- (1) Did the person initiating sexual activity know that the other party was incapacitated? and if not,
- (2) Should a sober, reasonable person in the same situation have known that the other party was incapacitated?

If the answer to either of these questions is “YES,” consent was absent and the conduct is likely a violation of this Policy.

One need not be a medical expert in assessing incapacitation. One should look for the common and obvious warning signs that show that a person may be incapacitated or approaching incapacitation. Although every individual may show signs of incapacitation differently, some signs include clumsiness, difficulty walking, poor judgment, difficulty concentrating, slurred speech, vomiting, combativeness, incontinence or emotional volatility. A person who is incapacitated may not be able to understand some or all of the following questions: “Do you know where you are?” “Do you know how you got here?” “Do you know what is happening?” “Do you know whom you are with?”

An individual’s level of intoxication may change over a period of time based on a variety of subjective factors, including the amount of substance intake, speed of intake, body mass, and metabolism. It is especially important, therefore, that anyone engaging in sexual activity is aware of both their own and the other person’s level of intoxication and capacity to give consent.

The use of alcohol or other drugs can lower inhibitions and create an atmosphere of confusion about whether consent is effectively sought and freely given. If there is any doubt as to the level or extent of one’s own or the other individual’s intoxication or incapacitation, the safest course of action is to forgo or cease any sexual contact.

**Being impaired by alcohol or other drugs is no defense to any violation of this Policy.**

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**Intimidation** – Unlawfully placing another person in reasonable fear of bodily harm through the use of threatening words and/or other conduct, but without displaying a weapon or subjecting the victim to actual physical attack.

**Other Inappropriate Sexual Conduct** – Includes unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct of a sexual nature directed towards another individual that does not rise to the level of sexual harassment but is unprofessional, inappropriate for the workplace or classroom and is not protected speech. It also includes consensual sexual conduct that is unprofessional and inappropriate for the workplace or classroom. Depending on the facts of a complaint, the conduct may not violate this Policy but may violate other university policies including but not limited to standards of conduct or professionalism policies.

**Parties** -- The term “parties” refers to the “complainant” and the “respondent” in a Title IX complaint.

**Preponderance of the Evidence** – The greater weight of the credible evidence. Preponderance of the evidence is the standard for determining allegations of sexual misconduct under this Policy. This standard is satisfied if the action is deemed more likely to have occurred than not.

**Respondent** -- The student, employee, or third party who has been accused of violating this policy.

**Responsible Employee** – A University employee who has the duty to report incidents of and information reasonably believed to be sexual misconduct to the Title IX Office. All employees are Responsible Employees except Confidential Employees. Responsible Employees include all administrators, faculty, staff, resident life directors and advisors, and graduate teaching assistants. Responsible Employees must report all known information concerning the incident to the Title IX Office, and must include whether a complainant has expressed a desire for confidentiality in reporting the incident.

**Retaliation** – Any adverse action threatened or taken against someone *because* the individual has filed, supported, provided information in connection with a complaint of sexual misconduct or engaged in other legally protected activities. Retaliation includes, but is not limited to, intimidation, threats or harassment against any complainant, respondent, witness or third party.

**Sexual Assault**<sup>7</sup> – An offense that meets the definition of rape, fondling, incest, or statutory rape:

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<sup>7</sup> Sexual Assault is defined by Texas Penal Code, Section 22.011 as intentionally or knowingly:

- a) Causing the penetration of the anus or sexual organ of another person by any means, without that person’s consent; or
- b) Causing the penetration of the mouth of another person by the sexual organ of the actor, without that person’s consent; or
- c) Causing the sexual organ of another person, without that person’s consent, to contact or penetrate the mouth, anus, or sexual organ of another person, including the actor.

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- a) *Rape*: the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.
- b) *Fondling*: The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity.
- c) *Incest*: Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- d) *Statutory Rape*: Sexual intercourse with a person who is under the statutory age of consent.

**Sexual Exploitation** – Conduct where an individual takes non-consensual or abusive sexual advantage of another for their own benefit, or to benefit anyone other than the one being exploited. Examples of sexual exploitation include, but are not limited to, engaging in voyeurism; forwarding of pornographic or other sexually inappropriate material by email, text, or other channels to non-consenting students/groups; the intentional removal of a condom or other contraceptive barrier during sexual activity without the consent of a sexual partner; and any activity that goes beyond the boundaries of consent, such as recording of sexual activity, letting others watch consensual sex, or knowingly transmitting a sexually transmitted disease (STD) to another.

**Sexual Harassment** – Unwelcome conduct of a sexual nature including but not limited to unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, when:

- a) Submission to such conduct is made either explicitly or implicitly a term or condition of a person's student status, employment, or participation in University activities; or
- b) Such conduct is sufficiently severe or pervasive that it creates a hostile environment, as defined in this Policy..

Sexual harassment is a form of sex discrimination that includes:

- a) Sexual violence, sexual assault, stalking, domestic violence and dating violence as defined herein.
- b) Physical conduct, depending on the totality of the circumstances present, including frequency and severity, including but not limited to:
  - i. unwelcome intentional touching; or
  - ii. deliberate physical interference with or restriction of movement.
- c) Verbal conduct not necessary to an argument for or against the substance of any political, religious, philosophical, ideological, or academic idea, including oral, written, or symbolic expression, including but not limited to:
  - i. explicit or implicit propositions to engage in sexual activity;
  - ii. gratuitous comments, jokes, questions, anecdotes or remarks of a sexual nature about clothing or bodies;
  - iii. gratuitous remarks about sexual activities or speculation about sexual experiences;

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- iv. persistent, unwanted sexual or romantic attention;
- v. subtle or overt pressure for sexual favors;
- vi. exposure to sexually suggestive visual displays such as photographs, graffiti, posters, calendars or other materials; or
- vii. deliberate, repeated humiliation or intimidation based upon sex.

**Sexual Misconduct** – A broad term encompassing a range of non-consensual sexual activity or unwelcome behavior of a sexual nature. The term includes, but is not limited to, sexual assault, sexual exploitation, sexual intimidation, sexual harassment, domestic violence, dating violence, and stalking. The term also includes “other inappropriate sexual conduct,” as defined above. Sexual misconduct can be committed by any person, including strangers or acquaintances.

**Sexual Violence** – Physical sexual acts perpetrated against a person’s will or where a person is incapable of giving consent. The term includes, but is not limited to, rape, sexual assault, sexual battery, sexual coercion, sexual abuse, indecency with a child, and/or aggravated sexual assault.

**Stalking**<sup>8</sup> – Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress. For the purposes of this definition--

- a) *Course of conduct* means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person’s property.
- b) *Reasonable person* means a reasonable person under similar circumstances and with similar identities to the victim.
- c) *Substantial emotional distress* means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

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<sup>8</sup> Stalking as defined by Texas Penal Code, Section 42.072 is when an individual on more than one occasion and pursuant to the same scheme or course of conduct that is directed specifically at another person, knowingly engages in conduct that:

- a) is considered harassment, or that the actor knows or reasonably should know the other person will regard as threatening:
  - i. bodily injury or death for the other person;
  - ii. bodily injury or death for a member of the other person’s family or household or for an individual with whom the other person has a dating relationship; or
  - iii. that an offense will be committed against the other person’s property;
- b) causes the other person, a member of the other person’s family or household, or an individual with whom the other person has a dating relationship to be placed in fear of bodily injury or death or in fear that an offense will be committed against the other person’s property, or to feel harassed, annoyed, alarmed, abused, tormented, embarrassed, or offended; and
- c) would cause a reasonable person to:
  - i. fear bodily injury or death for himself or herself;
  - ii. fear bodily injury or death for a member of the person’s family or household or for an individual with whom the person has a dating relationship;
  - iii. fear that an offense will be committed against the person’s property; or
  - iv. feel harassed, annoyed, alarmed, abused, tormented, embarrassed, or offended.

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**4. Relevant Federal and State Statutes, and Standards**

[Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681–1688 and its implementing regulations, 34 C.F.R. Part 106](#)

[Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000e–2000e-17 and its implementing regulations 29 C.F.R. §1604 11.](#)

[Clery Act, 20 U.S.C §1092\(f\) and its implementing regulations 34 C.F.R. Part 668](#)

[FERPA Regulations, 34 C.F.R. Part 99](#)

Texas Education Code, Subchapter E-2: Reporting Incidents of Sexual Harassment, Sexual Assault, Dating Violence, and Stalking §51.251-51.259

Texas Education Code, Subchapter E-3: Sexual Harassment, Sexual Assault, Dating Violence, and Stalking §51.281-51.291

**5. Other Relevant Policies, Procedures, and Forms**

[insert reference to]:

[Regents' Rules and Regulations, Rule 30105 – Sexual Harassment, Sexual Misconduct, and Consensual Relationships](#)

[Regents' Rules and Regulations, Rule 31008 – Termination of a Faculty Member](#)

[The University of Texas Systemwide Policy UTS 184, Consensual Relationships](#)

University's Sex Discrimination Policy

Staff Discipline policy

Faculty Discipline policy

Student Discipline policy

**6. System Administration Office(s) Responsible for Policy**

Office of Systemwide Compliance

**7. Dates Approved or Amended**

[insert new date]

October 1, 2019

August 2, 2018

April 6, 2015

February 21, 2012

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**8. Contact Information**

Questions or comments about this Policy should be directed to:

[SystemwideTitleIX@utsystem.edu](mailto:SystemwideTitleIX@utsystem.edu)

10. Contract (funds going out) - U. T. Arlington: The Brandt Companies, LLC, to provide job order contracting services for campus facilities

Agency: The Brandt Companies, LLC

Funds: Estimate \$2,000,000 per fiscal year, not to exceed \$10,000,000 over the potential six-year term

Period: August 16, 2019 through August 15, 2021; with option for two additional two-year renewals through August 15, 2025

Description: This is a Job Order Contract for interior renovations and general contracting services. Projects will be assigned on an as-needed basis. Services were competitively procured.

11. Contract (funds going out) - U. T. Arlington: CCS Custard Construction Services to provide job order contracting services for campus facilities

Agency: CCS Custard Construction Services

Funds: Estimate \$2,000,000 per fiscal year, not to exceed \$10,000,000 over the potential six-year term

Period: August 16, 2019 through August 15, 2021; with option for two additional two-year renewals through August 15, 2025

Description: This is a Job Order Contract for interior renovations and general contracting services. Projects will be assigned on an as-needed basis. Services were competitively procured.

12. Contract (funds going out) - U. T. Arlington: Harendt Construction Group, LLC, to provide job order contracting services to campus facilities

Agency: Harendt Construction Group, LLC

Funds: Estimate \$2,000,000 per fiscal year, not to exceed \$10,000,000 over the potential six-year term

Period: August 16, 2019 through August 15, 2021; with option for two additional two-year renewals through August 15, 2025

Description: This is a Job Order Contract for interior renovations and general contracting services. Projects will be assigned on an as-need basis. Services were competitively procured.

13. Contract (funds going out) - U. T. Arlington: Harold James, Inc., to provide job order contracting services to campus facilities

Agency: Harold James, Inc.

Funds: Estimate \$2,000,000 per fiscal year, not to exceed \$10,000,000 over the potential six-year term

Period: August 16, 2019 through August 15, 2021; with option for two additional two-year renewals through August 15, 2025

Description: This is a Job Order Contract for interior renovations and general contracting services. Projects will be assigned on an as-needed basis. Services were competitively procured.

14. Contract (funds going out) - U. T. Arlington: Mart, Inc., to provide job order contracting services to campus facilities

Agency: Mart, Inc.

Funds: Estimate \$2,000,000 per fiscal year, not to exceed \$10,000,000 over the potential six-year term

Period: August 16, 2019 through August 15, 2021; with option for two additional two-year renewals through August 15, 2025

Description: This is a Job Order Contract for interior renovations and general contracting services. Projects will be assigned on an as-needed basis. Services were competitively procured.

15. Contract (funds going out) - U. T. Arlington: TDIndustries, Inc., to provide job order contracting services to campus facilities

Agency: TDIndustries, Inc.

Funds: Estimate \$2,000,000 per fiscal year, not to exceed \$10,000,000 over the potential six-year term

Period: August 16, 2019 through August 15, 2021; with option for two additional two-year renewals through August 15, 2025

Description: This is a Job Order Contract for interior renovations and general contracting services. Projects will be assigned on an as-needed basis. Services were competitively procured.

16. Contract (funds going out) - U. T. Arlington: Brown Reynolds Watford Architect, Inc., to provide campus wide architectural services

Agency: Brown Reynolds Watford Architect, Inc.

Funds: Total estimated cost not to exceed \$2,000,000

Period: August 10, 2016 through December 31, 2020

Description: This is a professional services contract for campus wide architectural services. Projects are assigned on an as-needed basis. Services were competitively procured.

17. Contract (funds coming in) - U. T. Austin: Women's Health Program Support Agreement by and among Ascension Seton (formerly known as Seton Family of Hospitals), Seton/U. T. Austin Dell Medical School University Physicians Group, and The University of Texas at Austin

Agency: Ascension Seton (formerly known as Seton Family of Hospitals) and Seton/U. T. Austin Dell Medical School University Physicians Group

Funds: U. T. Austin will be paid a maximum of approximately \$6.7 million annually in the first year escalating to approximately \$18.5 million annually by the final program year (with full staffing of program personnel)

Period: September 1, 2019 through August 31, 2024; with renewal periods of one year each, unless terminated earlier

Description: The Program Support Agreement outlines the terms of a regional comprehensive women's health program to provide interdisciplinary, and multidisciplinary team-based care for a wide variety of women's health conditions, which care will include medical and surgical management (the Program). Among other terms, the Program will consist of six sections: the General Obstetrics and Gynecology Program, the Maternal Fetal Medicine and Fetal Intervention Program, the Pediatric and Adolescent Gynecology Program, the Female Pelvic Medicine and Reconstructive Surgery Program, the Minimally Invasive Gynecologic Surgery Program, and the Gynecologic Oncology Program, each with integrated clinical, educational, and research initiatives.

18. Contract (funds coming in) - U. T. Austin: Alpaca Market, LLC, will provide food items for vending machines on campus

Agency: Alpaca Market, LLC

Funds: \$14,400 over the possible 18-month term

Period: January 1, 2020 through December 31, 2020; with option for one six-month extension

Description: Alpaca Market, LLC, will supply and maintain snack and food items for vending machines on the campus for which U. T. Austin will receive a royalty of \$400 per month per location for the two locations. Pursuant to *Texas Education Code* Section 51.945, students were provided an opportunity to comment prior to determination that this food service provider should be selected by the institution.

19. Interagency Agreement (funds coming in) - U. T. Austin: First Amendment to Interagency Agreement with U. T. Austin OnRamps program to provide dual credit enrollment courses to high schools throughout Texas

Agency: Texas Education Agency

Funds: \$12,000,000

Period: September 1, 2019 through August 31, 2021

Description: Under the initial agreement, which was approved by the Board of Regents on November 9, 2017, U. T. Austin's OnRamps provides dual credit courses to high school throughout Texas. Under the First Amendment, OnRamps will continue to provide numerous dual credit courses to high school students throughout Texas. The high school teachers will be provided professional development by U. T. Austin in order to teach the dual credit courses. The Amendment extends the term by up to two years. No procurement is required as this is an Interagency Agreement.

20. Contract (funds going out) - U. T. Austin: Second Amendment to Agreement with Universal Protection Service, LP, dba Allied Universal Security Services, to provide security services to campus

Agency: Universal Protection Service, LP, dba Allied Universal Security Services

Funds: \$4,000,000

Period: November 15, 2017 through August 31, 2020

Description: U. T. Austin procured the Agreement via a Request for Proposal issued by U. T. Health Science Center - Houston. Neither the underlying Agreement nor the First Amendment were approved by the Board of Regents because both had a total value below \$2,500,000. Allied Universal Security Services provides security services to the campus. The Second Amendment adds \$1,500,000 to the total value of the Agreement and extends the Agreement term to August 31, 2020.

21. Contract (funds going out) - U. T. Austin: Second Amendment to Agreement with Stage Alliance, Inc., and U. T. Austin, on behalf of Texas Performing Arts, to provide professional staffing services

Agency: Stage Alliance, Inc.

Funds: \$10,000,000

Period: January 1, 2015 through August 31, 2017; with option to renew for three additional two-year terms

Description: The initial Agreement was approved by the Board of Regents on May 13, 2015. The First Amendment did not require Board of Regents' approval because the term of the Agreement was extended in accordance with the previously approved Agreement. Stage Alliance, Inc., provides stage production services. Under the Second Amendment, Stage Alliance will continue to provide theatrical stagehand personnel to staff touring Broadway productions and concerts, fine arts performances and other University events. There is an anticipated need for services at facilities including, but not limited to, Bass Concert Hall, Bates Recital Hall, McCullough Theatre, B. Iden Payne Theatre, and Oscar Brockett Theatre. The Second Amendment increases the total value of the Agreement from \$2,700,000 to \$10,000,000 over the life of the Agreement. The contract term remains the same. The contract was competitively procured.

22. Foreign Contract (funds coming in) - U. T. Austin: U. T. Austin to provide services to Centre d'Ecologie Fonctionnelle & Evolutive, a French federal scientific council institute

Agency: Centre d'Ecologie Fonctionnelle & Evolutive

Funds: \$7,932

Period: November 15, 2019 through July 7, 2021

Description: U. T. Austin's Genomic Sequencing and Analysis Facility will prepare and sequence DNA libraries for DNA samples received from Centre d'Ecologie Fonctionnelle & Evolutive, a French federal scientific council institute.

23. Request for Budget Change - U. T. Austin: Transfer \$9,350,000 from Reserve - AUF - Instruction to Project Management and Construction Services - Campus Main (CAM) - CAM - Space Allocation Moves / Renovation Phase III for funding Space Allocation Phase III (RBC No.10899) -- amendment to the 2018-2019 budget

24. Request for Budget Change - U. T. Austin: Transfer \$12,000,000 from ATH (Athletics) Intercollegiate Athletics Operating to ATH (Athletics) Athletics Capital Project Reserve for funding of Capital Project Reserve earmark for Active Capital Projects (RBC No. 10925) -- amendment to the 2018-2019 budget

25. Request for Budget Change - U. T. Austin: Tenure Appointments -- amendment to the 2019-2020 budget

The following Requests for Budget Changes (RBC) have been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs and are recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
<b>Dell Medical School</b>					
Department of Medicine					
Professor					
Luci Leykum (T)	9/1-8/31	50	12	290,000	10905
<b>Cockrell School of Engineering</b>					
Electrical and Computer Engineering					
Professor					
Diana Marculescu (T)	1/16-5/31	100	09	252,500	10906
Professor					
Radu Marculescu (T)	1/16-5/31	100	09	252,500	10907
<b>College of Liberal Arts</b>					
Philosophy					
Associate Professor					
Miriam Schoenfield (T)	1/16-5/31	100	09	159,610	10908
<b>College of Natural Sciences</b>					
Computer Science					
Associate Professor					
Swarat Chaudhuri (T)	1/16-5/31	100	09	160,000	10919

26. Employment Agreement - U. T. Austin: Approval of amendment to terms of Employment Agreement for Vice President and Athletics Director Christopher M. Del Conte

The following Amendment No. 2 to the Employment Agreement for the Vice President and Athletics Director has been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and is recommended for approval by the U. T. System Board of Regents. If the Amendment is approved, total compensation for the contract period for Christopher M. Del Conte will be in excess of \$1 million. Such employment under the Agreement, as amended by Amendment No. 2, is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, the Big 12 Conference, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies shall be grounds for suspension without pay and/or dismissal.

From: **Guaranteed compensation:**

Annual Salary:  
FY 2019: \$1,540,000 (prorated)  
FY 2020: \$1,580,000  
FY 2021: \$1,620,000  
FY 2022: \$1,670,000  
FY 2023: \$1,720,000  
FY 2024: \$1,770,000

**Nonguaranteed compensation:**

Annual Performance Payment:  
FY 2020: up to \$150,000  
FY 2021: up to \$150,000  
FY 2022: up to \$150,000  
FY 2023: up to \$200,000  
FY 2024: up to \$200,000

One-time special payment if employed as Vice President and Athletics Director as of August 31, 2024: \$400,000

**Termination prior to end of term:**

Without cause by U. T. Austin: \$1,200,000 guaranteed payment to Mr. Del Conte for each remaining year of the unexpired term of the agreement contract (any partial month to be prorated). U. T. Austin will offset from such payment 100% of any post-termination income Mr. Del Conte receives or is due for any employment through the end of the agreement term.

By Mr. Del Conte: An amount equal to the greater of (1) \$700,000 for each remaining year of the unexpired term of the agreement (any month to be prorated) or (2) the amount of the annual salary at the time Mr. Del Conte terminates his employment agreement.

To: **Guaranteed compensation:**

Annual Salary:

FY 2020: \$2,080,000 (prorated)

FY 2021: \$2,120,000

FY 2022: \$2,170,000

FY 2023: \$2,220,000

FY 2024: \$2,270,000

FY 2025: \$2,320,000

FY 2026: \$2,385,000

FY 2027: \$2,455,000

**Nonguaranteed compensation:**

Annual Performance Payment:

FY 2020: up to \$150,000

FY 2021: up to \$150,000

FY 2022: up to \$150,000

FY 2023: up to \$200,000

FY 2024: up to \$200,000

FY 2025: up to \$250,000

FY 2026: up to \$250,000

FY 2027: up to \$250,000

Deferred Compensation: For FY 2020 through FY 2024, an annual deferred compensation payment of \$250,000 will accrue to Mr. Del Conte at the end of the given fiscal year and vest to him no earlier than November 1, 2024.

**Termination prior to end of term:**

Without cause by U. T. Austin: Guaranteed payment of the remaining base salary owed under the term of the agreement, prorated as needed, and paid no less frequently than quarterly installments. U. T. Austin will offset from such payment 100% of any post-termination income Mr. Del Conte receives or is due for any employment through the end of the agreement term.

By Mr. Del Conte: An amount equal to the remaining present value of the unexpired term of the agreement, calculated with a 4% discount rate, to be paid in a single lump sum amount within 30 days of separation from U. T. Austin.

Guaranteed  
Compensation  
Percent Change: 86.08%

Nonguaranteed  
Compensation

Change: 128%

Description: Amendment No. 2 to the Agreement for employment of Vice President and Athletics Director Christopher M. Del Conte increases the base salary by \$500,000, beginning on December 1, 2019, with yearly increases over the full term of the contract. The amendment also extends the term of the Agreement by three additional years, through August 31, 2027. Additionally, the amendment removes a provision contained in the original agreement regarding a one-time \$400,000 special payment for remaining in his role through August 31, 2024. For FY 2020 through 2024, an annual deferred compensation payment of \$250,000 will accrue to Mr. Del Conte at the end of the given fiscal year and vest to him on November 1, 2024, under the Employment Agreement or upon his death, disability, or involuntary termination under the Prototype Plan. Pursuant to the amendment, Mr. Del Conte will be eligible to receive an annual performance incentive payment in an amount up to \$250,000, at the end of FY 2025, FY 2026, and FY 2027. The amendment also changes the payment owed to Mr. Del Conte for termination without cause to the remaining amount of his base salary due under the term of the contract, subject to an offset for any compensation he receives for new employment, and it increases the liquidated damages owed the university should Mr. Del Conte terminate the agreement prior to its expiration. Approved pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a).

Source of Funds: Intercollegiate Athletics

Period: December 1, 2019 through August 31, 2027

27. Employment Agreement - U. T. Austin: Approval of amendment to terms of Employment Agreement for current Head Volleyball Coach Jerritt Elliott

The following Head Volleyball Coach Employment Agreement Amendment No. 3 has been approved by the Chancellor, Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and is recommended for approval by the U. T. System Board of Regents. If the Amendment is approved, total compensation for the contract period for Jerritt Elliott will be in excess of \$1 million. Such employment under the Agreement, as amended by Amendment No. 3, is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, the Big 12 Conference, Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies shall be grounds for suspension without pay and/or dismissal.

From: **Guaranteed compensation:**

Annual Salary:

FY 2019-2020: \$327,500

FY 2020-2021: \$337,500

FY 2021-2022: \$347,500

Annual Retention:

FY 2019-2020: \$20,000

FY 2020-2021: \$20,000

FY 2021-2022: \$20,000

Products and Endorsement:

FY 2019-2020: \$78,000

FY 2020-2021: \$81,000

FY 2021-2022: \$84,000

Speaking Engagements Media:

FY 2019-2020: \$37,000

FY 2020-2021: \$39,000

FY 2021-2022: \$41,000

Automobile: One dealer car (or \$7,500 annually in lieu of one dealer car)

Social club memberships: In accordance with Athletics Department's policies and procedures, and based on availability and business need.

**Nonguaranteed Compensation:**

Sports Camps: As determined by Vice President and Athletics Director

Performance Incentives:

Team Wins Big 12 Conference Championship game: maximum of \$25,000 annually

Team Wins the NCAA Championship game: maximum of \$35,000 annually

Coach of the Year Honors: maximum of \$10,000 annually

To: **Guaranteed compensation:**

Annual Salary:  
FY 2019-2020: \$470,000  
FY 2020-2021: \$477,500  
FY 2021-2022: \$492,500

Annual Retention: Moved to and included in Annual Salary.

Products and Endorsement: Moved to and included in Annual Salary.

Speaking Engagements Media: Moved to and included in Annual Salary.

Automobile: One dealer car

Social club memberships: In accordance with Athletics Department's policies and procedures, and based on availability and business need.

**Nonguaranteed Compensation:**

Sports Camps: As determined by Vice President and Athletics Director

Performance Incentives:  
Team Wins Big 12 Conference Championship game: maximum of \$25,000 annually  
Team Wins the NCAA Championship game: maximum of \$35,000 annually  
Coach of the Year Honors: maximum of \$10,000 annually

Guaranteed Compensation  
Percent Change: 0%

Nonguaranteed Compensation  
Change: 0%

Source of Funds: Intercollegiate Athletics

Period: September 1, 2013 through August 31, 2022

28. Employment Agreement - U. T. Austin: Approval of amendment to terms of Employment Agreement for current Assistant Football Coach Craig Naivar

The following Assistant Football Coach Employment Agreement Amendment No. 2 has been approved by the Chancellor, Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and is recommended for approval by the U. T. System Board of Regents. If the Amendment is approved, total compensation for the contract period for Craig Naivar will be in excess of \$1 million. Such employment under the Agreement, as amended by Amendment No. 2, is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, the Big 12 Conference, Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies shall be grounds for suspension without pay and/or dismissal.

From: **Guaranteed compensation:**

Annual Salary: \$490,000

Automobile: One dealer car (or \$7,500 car allowance annually in lieu of one dealer car)

Social club memberships: In accordance with Athletics Department's policies and procedures, and based on availability and business need.

Relocation: One-time relocation supplement of \$2,000

**Nonguaranteed Compensation:**

Sports Camps: \$10,000 annually

Performance Incentives:

Team Wins Big 12 Conference Championship game: maximum of \$10,000 annually

Team wins the College Football Playoff Championship game: maximum of \$85,000 annually

To: **Guaranteed compensation:**

Annual Salary: \$497,500

Automobile: Moved to and included in Annual Salary.

Social club memberships: In accordance with Athletics Department's policies and procedures, and based on availability and business need.

**Nonguaranteed Compensation:**

Sports Camps: \$10,000 annually

Performance Incentives:

Team Wins Big 12 Conference Championship game: maximum of \$10,000 annually

Team wins the College Football Playoff Championship game: maximum of \$85,000 annually

Guaranteed  
Compensation  
Percent Change: 0%

Nonguaranteed  
Compensation  
Change: 0%

Source of Funds: Intercollegiate Athletics

Period: December 19, 2016 through March 31, 2020

29. Employment Agreement - U. T. Austin: Approval of amendment to terms of Employment Agreement for current Head Women's Soccer Coach Angela Kelly

The following Head Women's Soccer Coach Employment Agreement Amendment No. 1 has been approved by the Chancellor, Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and is recommended for approval by the U. T. System Board of Regents. If the Amendment is approved, total compensation for the contract period for Angela Kelly will be in excess of \$1 million. Such employment under the Agreement, as amended by Amendment No. 1 is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, the Big 12 Conference, Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies shall be grounds for suspension without pay and/or dismissal.

From: **Guaranteed Compensation:**

Annual Salary: \$205,135

Automobile: One dealer car (or \$7,500 car allowance annually in lieu of one dealer car)

Social club memberships: In accordance with Athletics Department's policies and procedures, and based on availability and business need.

**Nonguaranteed Compensation:**

Sports Camps: Sole Discretion of Vice President and Athletics Director

Performance Incentives:

Team wins Big 12 Conference Championship game: maximum of 5% annual salary

Team wins the National Championship game: maximum of 25% annual salary

National Coach of the Year: 5% of annual salary

To: **Guaranteed compensation:**

Annual Salary: \$212,635

Automobile: Moved to and included in Annual Salary

Social club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need.

**Nonguaranteed compensation:**

Sports Camps: Sole discretion of Vice President and Athletics Director

Performance Incentives:

Team wins Big 12 Conference Championship game: maximum of 5% annual salary

Team wins the National Championship game: maximum of 25% annual salary

National Coach of the Year: 5% of annual salary

Guaranteed  
Compensation  
Percent Change: 0%

Nonguaranteed  
Compensation  
Change: 0%

Source of Funds: Intercollegiate Athletics

Period: September 1, 2018 through February 28, 2024

30. Employment Agreement - U. T. Austin: Approval of amendment to terms of Employment Agreement for current Head Softball Coach Michael White

The following Head Women's Softball Coach Employment Agreement Amendment No. 1 has been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and is recommended for approval by the U. T. System Board of Regents. If the Amendment is approved, total compensation for the contract period for Michael White will be in excess of \$1 million. Such employment under the Agreement as amended by Amendment No. 1 is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, The Big 12 Conference, Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies shall be grounds for suspension without pay and/or dismissal.

From: **Guaranteed Compensation:**

Annual Salary:  
FY 2018-2019: \$505,000  
FY 2019-2020: \$530,000  
FY 2020-2021: \$555,000  
FY 2021-2022: \$580,000; and  
FY 2022-2023: \$605,000

Automobile: One dealer car (or \$7,500 car allowance annually in lieu of a car)

Social club memberships: In accordance with Athletics Department's policies and procedures, and based on availability and business need.

**Nonguaranteed Compensation:**

Sports Camps: Sole discretion of Vice President and Athletics Director

Performance Incentives:  
Team Wins Big 12 Conference Championship game: maximum of 5% annual salary  
Team wins the National Championship game: maximum of 25% of annual salary  
National Coach of the Year: 5% of annual salary

To: **Guaranteed compensation:**

Annual Salary:  
FY 2018-2019: \$505,000  
FY 2019-2020: \$537,500  
FY 2020-2021: \$562,500  
FY 2021-2022: \$587,500; and  
FY 2022-2023: \$612,500

Automobile: Moved to and included in Annual Salary

Social club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need.

**Nonguaranteed Compensation:**

Sports Camps and Clinics: sole discretion of Vice President and Athletics Director

Performance Incentives:  
Team Wins Big 12 Conference Championship game: maximum of 5% annual salary  
Team wins the National Championship games: maximum of 25% of annual salary  
National Coach of the Year: 5% of annual salary

Guaranteed  
Compensation  
Percent Change: 0%

Nonguaranteed  
Compensation  
Change: 0%

Source of Funds: Intercollegiate Athletics

Period: June 26, 2018 through August 31, 2023

31. Contract (funds going out) - U. T. Dallas: Nova Landscape Group, Inc., to provide irrigation and landscape maintenance services

Agency: Nova Landscape Group, Inc.

Funds: Approximately \$635,000 per year or \$3,174,000 over a possible five-year period

Period: September 1, 2019 through August 31, 2022; with option to extend for up to two one-year intervals

Description: Management and maintenance of campus irrigation and landscape as needed. The recommended award is the result of a competitive solicitation.

32. Contract (funds going out) - U. T. Dallas: Dialexa, L.L.C., to create an integrated web portal platform for the U. T. Dallas BrainHealth Project

Agency: Dialexa, L.L.C.

Funds: \$1,070,600

Period: July 19, 2019 through May 31, 2020

Description: Dialexa, L.L.C., will create a secure and flexible interactive platform for research participants, customers, administrative staff and clinicians involved in the U. T. Dallas BrainHealth Project. Dialexa, L.L.C., will build and implement a seamless front-end design and unified back-end architecture that delivers a commercial quality user experience. This recommended award is the result of a competitive solicitation.

33. Request for Budget Change - U. T. El Paso: New Hires with Tenure -- amendment to the 2019-2020 budget

The following Requests for Budget Changes (RBC) have been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs and are recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
<b>College of Engineering</b>					
Civil Engineering					
Professor					
Alex S. Mayer (T)	1/16-5/31	100	09	144,000	10933
<b>College of Science</b>					
Geological Sciences					
Professor					
Mark A. Engle (T)	9/1-5/31	100	09	100,000	10918

34. Contract (funds coming in) - U. T. Rio Grande Valley: Approval of Settlement Agreement with Valley Baptist Medical Center Harlingen

Agency: Valley Baptist Medical Center Harlingen

Funds: \$3,106,313

Period: Effective July 31, 2019

Description: The Settlement Agreement between Valley Baptist Medical Center Harlingen and U. T. Rio Grande Valley documents the payment for past periods (FY2017-FY2019) for services flowing between the parties in connection with the Internal Medicine graduate medical education program. This resolves past due amounts and allows the parties to move forward with a mission support agreement for continued funding of graduate medical education, effective August 1, 2019.

35. Contract (funds coming in) - U. T. Rio Grande Valley: Approval of Mission Support Agreement with Valley Baptist Medical Center Harlingen

Agency: Valley Baptist Medical Center Harlingen

Funds: \$2,109,360

Period: August 1, 2019 through July 31, 2021

Description: The Mission Support Agreement between Valley Baptist Medical Center Harlingen and U. T. Rio Grande Valley documents the payment for services flowing between the parties in connection with the Internal Medicine graduate medical education program, and describes the commitment of the parties related to educational, clinical, financial, and administrative needs of the graduate medical education program and other collaboration efforts as contemplated in the related Affiliation Agreement between the parties.

36. Request for Budget Change - U. T. Rio Grande Valley: Transfer \$3,000,000 from designated tuition, local, auxiliary, and restricted funds to salaries and benefits to fund merit-based faculty and staff increases effective December 1, 2019 (RBC No.10952) -- amendment to the 2019-2020 budget

37. Employment Agreement - U. T. Rio Grande Valley: Approval of terms of Employment Agreement for new Vice President and Director of Athletics Chasse Conque

The following Vice President and Director of Athletics Employment Agreement has been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total compensation for the contract period for Chasse Conque will be in excess of \$1 million. Such employment under the Agreement is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas Rio Grande Valley is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas Rio Grande Valley. Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies shall be grounds for suspension without pay and/or dismissal.

Proposed:           **Guaranteed compensation:**

Annual Salary: \$240,000\*

\*Annual Base Salary will be reviewed annually and may be adjusted.

Automobile: \$750 monthly allowance

Social club membership: McAllen Country Club

Cellular phone: \$85 monthly allowance

Spousal travel: Reimbursed when engaged in official functions on behalf of University, subject to University policies and prior approval.

**Nonguaranteed compensation:**

Performance Incentives: Up to \$50,000 annually

Source of Funds: Intercollegiate Athletics

Period:           August 26, 2019 through August 25, 2024

38. Lease - U. T. Rio Grande Valley: Authorization to enter into an agreement to sublease, for a dollar per year, approximately 15,000 square feet of office/commercial space located at 1304 East Adams Street, Brownsville, Cameron County, Texas, from the Brownsville Community Improvement Corporation, for mission use, including as a U. T. Rio Grande Valley Economic Development Center and Business Incubator

Description: Sublease of approximately 15,000 rentable square feet of space located at 1304 East Adams Street, Brownsville, Cameron County, Texas, for mission use, including as a U. T. Rio Grande Valley Economic Development Center and Business Incubator that will serve the greater Brownsville area and the Rio Grande Valley region.

Sublessor: Brownsville Community Improvement Corporation, a Domestic Nonprofit Corporation

Term: The sublease is estimated to commence on September 1, 2021, with an initial term of five years. U. T. Rio Grande Valley will have the option, exercisable in its discretion, to renew the sublease for three additional five-year periods.

Lease Cost: The rental rate will be \$1.00 per year, which will include both base rent and operating expenses for a total cost of \$5.00 for the initial term.

39. Purchase - U. T. Rio Grande Valley: Authorization to purchase land and improvements at 451 East Alton Gloor Boulevard, Brownsville, Cameron County, Texas, from either the United States Government, J & M Zamora Family, L.P., or its successors, for mission uses, including medical office and clinical space

Description: Purchase of approximately 2.45 acres and a building with approximately 16,298 square feet of space, located at 451 East Alton Gloor Boulevard, Brownsville, Cameron County, Texas; and authorization for the Executive Director of Real Estate to execute all documents, instruments, and other agreements, and to take all further actions deemed necessary or advisable to purchase the property. The property is an existing, vacant medical office building and will be used as a medical office building. The building was constructed in 2002.

Seller: J & M Zamora Family, L.P., a successor entity to J & M Zamora Family, L.P., or the United States Government if the property is forfeited pursuant to a criminal indictment against Dr. Jorge Zamora in a federal health care fraud case

Purchase Price: Not to exceed fair market value as determined by an independent appraisal; appraisal confidential pursuant to *Texas Education Code* Section 51.951

40. Gift - U. T. Rio Grande Valley: Authorization to accept a gift of approximately 6.64 acres of vacant land located near the north side of Medical Drive between Vermont Avenue and Doctor's Memorial Drive, Harlingen, Cameron County, Texas, from the City of Harlingen, for future programmed campus expansion; and to lease space in a to-be-built building to the Harlingen Consolidated Independent School District; and a finding of public purpose

Description: Gift of approximately 6.64 acres of vacant land located near the north side of Medical Drive between Vermont Avenue and Doctor's Memorial Drive, Harlingen, Cameron County, Texas; and authorization for the Executive Director of Real Estate to execute all documents, instruments, and other agreements, and to take all further actions deemed necessary or advisable to acquire the property and to lease space in a to-be-built building on the property to the Harlingen Consolidated Independent School District (ISD).

The gift requires that the land be used for university mission-related purposes for 35 years. To that end, the property will be used by U. T. Rio Grande Valley, in concert with the Harlingen Consolidated ISD, as a dual-enrollment and higher education campus. Harlingen Consolidated Independent School District may build the improvements on the property consisting of approximately 63,000 square feet of classroom space and teaching labs for university and high school classes. U. T. Rio Grande Valley expects the high school courses taught at the facility will be mostly if not entirely, dual credit early college courses taught by the institution's faculty; these may emphasize education, engineering, and computer science. In addition, U. T. Rio Grande Valley will offer baccalaureate and masters courses at the facility.

U. T. Rio Grande Valley and the Harlingen Consolidated ISD will each fund one-half of the project cost, which is estimated to be approximately \$16,000,000. Construction of the initial building must begin within 36 months after the date of the gift conveyance, or the property will revert back to the City of Harlingen. However, the City of Harlingen will reserve the right to extend the 36-month time period.

U. T. Rio Grande Valley will lease space in the building to the Harlingen Consolidated ISD for 35 years. The Harlingen Consolidated ISD will prepay the base rent in an amount equal to one-half of the project cost, estimated to be approximately \$8,000,000. In addition, the Harlingen Consolidated ISD will pay its pro rata share of operating expenses.

Gift of Land:

Property: 6.64 acres of unimproved land near the north side of Medical Drive between Vermont Avenue and Doctor's Memorial Drive, Harlingen, Texas

Donor: City of Harlingen, Texas

Estimated Gift Value: \$1,085,000; appraisal dated effective October 8, 2019, performed by Robinson, Duffy & Barnard, L.L.P.

Gift Requirements: The land must be used for university mission-related purposes for 35 years. Construction of the initial building must begin within 36 months after the date of the gift conveyance; otherwise the property will revert back to the City of Harlingen. However, the City of Harlingen will reserve the right to extend the 36-month time period.

Lease or License of Improvements:

Tenant: Harlingen Consolidated Independent School District

Lease Term: 35 years

Premises: Exclusive use of certain improvements, including some offices. The nonexclusive use of certain rooms or facilities, including teaching space, limited to certain times.

Lease Income: The prepaid base rental amount of \$8,000,000 will equal one-half of the project cost, estimated to be approximately \$16,000,000. In addition, the Harlingen Consolidated Independent School District will pay its pro rata share of operating expenses. The prepaid base rental amount constitutes a below market rate, as it covers approximately 15 years and four months of the 35-year lease term. The amount of the fair market value rent that will not be paid by Tenant equals approximately \$19,326,886, or a present value of \$8,918,463.

Public Purpose: The prepaid base rental amount described above may constitute a below market rate. The Attorney General of the State of Texas, in Opinion No. MW-373 (1981) has advised that, for the use of space in university facilities with no or nominal cash rental payments to comply with the Texas Constitution, three requirements must be met: (1) the use of the property must serve a public purpose appropriate to the function of the university; (2) adequate consideration must be received by the university; and (3) the university must maintain controls over the user's activities to ensure that the public purpose is achieved.

Accordingly, because the pre-paid rent is below market, the Board of Regents is also asked to find that (1) the lease or license of space in the to-be-built building to the Harlingen Consolidated ISD for a prepaid base rental payment, as described above, serves a public purpose appropriate to the function of U. T. Rio Grande Valley, including uses that enlarge the institution's student base or that lead to the award of college credits to students in the Rio Grande Valley; (2) pursuant to the lease agreement, the consideration received by U. T. Rio Grande Valley is adequate; and (3) U. T. Rio Grande Valley will have sufficient safeguards in place to ensure the public purpose will continue to be met on an ongoing basis, including lease provisions limiting use by the Harlingen Consolidated ISD only to programs that offer dual credit or that otherwise tie into higher education.

41. Other Matters - U. T. Rio Grande Valley: Authorization to enter into negotiations with the City of McAllen for the acquisition and operation of a facility and the joint use of a birding and ecological center, located at 600 Sunset Drive, McAllen, Hidalgo County, Texas, to establish the U. T. Rio Grande Valley Center for Urban Ecology at Quinta Mazatlán for future programmed academic and research collaboration uses

Description: Authorization for U. T. Rio Grande Valley to enter into negotiations for an agreement for the acquisition and operation of a facility and the joint use of a birding and ecological center with the City of McAllen, located at 600 Sunset Drive, McAllen, Hidalgo County, Texas, to establish the U. T. Rio Grande Valley Center for Urban Ecology at Quinta Mazatlán for future programmed academic and research collaboration uses.

The transaction may be structured as a lease of space, the purchase of land and facilities, or another structure approved by the Office of General Counsel, the Executive Director of Real Estate, and the Executive Vice Chancellor of Academic Affairs. In addition, there would be provisions or an agreement covering programmatic matters. The agreement may include for the City to provide architectural and construction services for a new classroom and lab building and access to the nature grounds to be used as a living laboratory for research and education and the operation. Once negotiated, U. T. Rio Grande Valley will submit the definitive agreement for authorization by the Board.

Other Party: City of McAllen

Possible Cost: \$5,000,000 initial cost (estimated)

42. Contract (funds going out) - U. T. San Antonio: Global Education Ventures, Srl., to secure room and board, academic space, and various academic services

Agency: Global Education Ventures, Srl.

Funds: Approximately \$13,000,000 (at current Euro value) in maximum total cost to U. T. San Antonio for the initial term and the two optional renewal terms. Payments are anticipated to be "pass-through" payments with each student participating in each semester's study abroad program paying U. T. San Antonio. U. T. San Antonio will send at least 58 participants each semester, and if the count is lower than 58, U. T. San Antonio must pay \$5,500 (current Euro value) for each participant less than 58, subject to one annual adjustment based on the Italian Consumer Price Index.

Period: Initial 10-year term beginning September 23, 2019, with two additional five-year renewal periods upon the mutual written agreement of the parties.

Description: The agreement secures room and board, academic space, office space, and various as-requested academic services on a per semester basis, all to support U. T. San Antonio's study abroad program in Urbino, Italy. The facilities and services will be provided primarily on the campus of the University of Urbino, in Urbino, Italy. Global Education Ventures (GEV) is the University of Urbino's contracted facility management provider, and the agreement specifically requires GEV to maintain this contractual relationship. In consideration for the participant count guaranteed by U. T. San Antonio, GEV must ensure certain renovations are completed to the study abroad facilities as specifically required by U. T. San Antonio.

43. Request for Budget Change - U. T. San Antonio: New Hire with Tenure -- amendment to the 2019-2020 budget

The following Request for Budget Change (RBC) has been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs and is recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
College of Liberal and Fine Arts Department of Communication Professor Laurie Lewis (T)	9/9-5/31	100	09	139,000	10950

44. Purchase - U. T. San Antonio: Authorization to purchase approximately 4.601 acres of land, located at 506 and 702 Dolorosa Street, San Antonio, Bexar County, Texas, from the City of San Antonio, for future programmed campus expansion; and resolution regarding parity debt

Description: Purchase of approximately 4.601 acres located at 506 and 702 Dolorosa Street, San Antonio, Bexar County, Texas; and authorization for the Executive Director of Real Estate to execute all documents, instruments, and other agreements, and to take all further actions deemed necessary or advisable to purchase the property. The property is located east of the institution's downtown campus and will be used for future campus expansion. The tracts of land are part of U. T. San Antonio's 10-year vision and strategy for the expansion of its downtown San Antonio campus.

Seller: City of San Antonio, Texas

Purchase Price: Not to exceed fair market value as determined by an independent appraisal; appraisal confidential pursuant to *Texas Education Code* Section 51.951

Seller Repurchase Right: The City will have the right to repurchase one or both of the properties for a price equal to the purchase price provided by U. T. San Antonio to the City, plus U. T. San Antonio's documented hard and soft costs directly related to the design, development, and construction of improvements on the tract being repurchased. The City's repurchase rights will terminate if certain conditions are satisfied by U. T. San Antonio, including commencement of construction of campus facilities or the purchase of land for campus use.

Source of Funds Revenue Financing System bonds repaid out of designated tuition. The institution's Scorecard Rating of 3.2 at fiscal year-end 2018 is below the maximum threshold of 5.0 and demonstrates that the institution has the financial capacity to satisfy its direct obligations related to parity debt. In approving this item, the Board will be making the findings required under Section 5 of the Amended and Restated Master Resolution establishing the Revenue Financing System relating to the issuance of parity debt on behalf of U. T. San Antonio in an aggregate amount not to exceed fair market value as established by independent appraisal, and this action satisfies the official intent requirements set forth in Section 1.150-2 of the *Code of Federal Regulations*.

## HEALTH AFFAIRS COMMITTEE

45. Other Matters - U. T. System Health Institutions: Approval of Sexual Harassment and Sexual Misconduct Policies

Sexual misconduct policies for the following U. T. System health institutions have been revised and are recommended by the Chancellor, the Executive Vice Chancellor for Health Affairs, and the Vice Chancellor and General Counsel to the Board for approval, as required by federal law as referenced in Regents' *Rules and Regulations*, Rule 30105 (Sexual Harassment, Sexual Misconduct, and Consensual Relationships):

U. T. Southwestern Medical Center

The Office of Systemwide Compliance recently revised its Model Policy, set forth on the following pages, to comply with recent state law changes passed in SB 212 and HB 1735. Consequently, U. T. Southwestern Medical Center revised its existing policy. The revised policy has been reviewed by the Office of Systemwide Compliance and the Office of General Counsel. The revised policy complies with applicable laws and regulations and is consistent with the substantive provisions of the Model Policy.

The substantive changes to the Model Policy are as follows:

- Revising the definition of "Responsible Employee" so that all employees have a duty to report incidents and information reasonably believed to be sexual misconduct to the Title IX Coordinator (or Deputy Coordinator).
- Including a definition of "Confidential Employee".
- Adding state law provisions to the "Confidential Employee" role that require a duty to report the type of incident to the Title IX Coordinator (or Deputy Coordinator), while maintaining privacy and confidentiality of the person seeking confidential services.
- Revising the section on "Immunity" to protect from disciplinary action employees and students who act in good faith in reporting a complaint or participating in an investigatory and disciplinary process.
- Clarifying the complainant's right to request the university not to investigate, and the university's obligation to consider the interests and safety risks of the campus community when making such a determination.
- Revising the section on "Interim Measures" to acknowledge possible impacts to implementing interim measures without the Complainant's consent to disclose his or her identity to the relevant personnel involved in such matters.
- Including provisions to ensure reasonable and equitable access to all of the evidence relevant to the alleged violations in the university's possession in the investigatory and disciplinary processes.
- Adding the state law provision of "failure to report" as an additional conduct violation of the policy is subject to disciplinary action, including termination.

**The University of Texas System**  
**Office of Systemwide Compliance Model Policy**

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1. **Title**  
Sexual Misconduct Policy

For Immediate Reporting:  
[INSERT TITLE IX OFFICE CONTACT INFORMATION and LINK TO WEBSITE]  
Also, please see Section 3.1 below for detailed information.

2. **Policy**  
Sec. 1 General Policy Statement.

- 1.1 [Name of Institution] (the University) is committed to maintaining a learning and working environment that is free from discrimination based on sex in accordance with Title IX of the Higher Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in educational programs or activities; Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits sex discrimination in employment; and the Campus Sexual Violence Elimination Act (SaVE Act). Sexual misconduct, as defined in Part 3, Definitions and Examples, will not be tolerated and will be subject to disciplinary action.
- 1.2 The University will promptly discipline any individuals or organizations within its control who violate this Policy. The University encourages you to promptly report violations of this Policy to the Title IX Coordinator or Deputy Coordinators (collectively "Title IX Office") or a Responsible Employee, as identified in Section 3.3 below.
- 1.3 Free Speech. This Policy encourages and respects the right of free speech guaranteed by the First Amendment of the Constitution and the principles of academic freedom. Constitutionally protected expression cannot be considered harassment under this policy. Each faculty member is entitled to full freedom in the classroom in discussing the subject which they teach. The right to free speech and principles of academic freedom are not absolute, however. The offensive conduct underlying some incidents might be protected speech, but it may still be in contradiction to the University's commitment to academic freedom, integrity, honesty, dignity, respect and honorable conduct (see generally Regents Rule 10901, *Statement of U.T. System Values and Expectations*). In these instances, constitutional rights will continue to be protected, but the University will also exercise its right to speak and engage in educational dialogue with those engaged in these types of behaviors. Further, some offensive conduct, even though it contains elements of speech, may rise to the level of the type of conduct that creates a sexually hostile environment and, thus, violates this policy.

**The University of Texas System**  
**Office of Systemwide Compliance Model Policy**

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Sec. 2 Applicability. This Policy applies to all University administrators, faculty, staff, students, and third parties within the University's control, including visitors and applicants for admission or employment. It applies to conduct regardless of where it occurs, including off University property, if it potentially affects the complainant's education or employment with the University or potentially affects the University community. It also applies regardless of the gender, gender identity or sexual orientation of the parties. In addition, it applies to any complaint made verbally or in writing.

Sec. 3 Filing a Complaint and Reporting Violations.

3.1 Title IX Coordinator and Deputy Coordinators. The Title IX Coordinator and Deputy Coordinators are: **[Insert Names/Contact info for Coordinators]**

3.2 All Members of the University Community, Third Parties and anonymous Complainants are strongly encouraged to immediately report any incidents of sexual misconduct and other inappropriate sexual conduct to the Title IX Office.

a. Anonymity. You may file an anonymous complaint by telephone, in writing or electronically **[INSERT LINK TO WEBSITE REPORTING SYSTEM]** with the Title IX Office. Your decision to remain anonymous, however, may greatly limit the University's ability to stop the alleged conduct, collect evidence, or take action against parties accused of violating the Policy.

b. Confidentiality. Most University employees are required to report and respond to complaints of sexual misconduct and may be unable to honor a request for confidentiality. Complainants who want to discuss a complaint in strict confidence may use the resources outlined in Section 3.6 below.

c. Timeliness of Complaint. You should report sexual misconduct as soon as you become aware of such conduct.

3.3 Responsible Employees. You may also report incidents to Responsible Employees, as defined below.

3.4 Reporting to Law Enforcement. You may also make a complaint with The University of Texas at **[institution]** Police Department at **[insert phone]** (non-emergency) or **[insert phone]** (emergency) or to the City of **[insert ]** Police Department **[phone]** (non-emergency) or 911 (emergency) or to other local law enforcement authorities. The Title IX Office can help individuals contact these law enforcement agencies. Employees and students with protective or restraining orders relevant to a complaint are encouraged to provide a copy to the University Police Department.

3.5 Reporting to Outside Entities. You may also contact the following external agencies:

For students:

**The University of Texas System**  
**Office of Systemwide Compliance Model Policy**

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Office of Civil Rights  
U.S. Department of Education  
1999 Bryan Street, Suite 1620  
Dallas, TX 75201-6810  
214-661-9600  
214-661-9587 (fax)

Office for Civil Rights  
U.S. Department of Health and Human Services  
1301 Young Street, Suite 1169  
Dallas, TX 75202  
Phone: (800) 537-7697  
FAX: (214) 767-0432

For employees:

U.S. Equal Employment Opportunity Commission  
Dallas District Office  
207 S. Houston Street, 3<sup>rd</sup> Floor  
Dallas, TX 75202  
Phone: (800) 669-4000  
FAX: (214) 253-2720

Texas Workforce Commission  
Civil Rights Division  
101 E. 15th Street  
Room 144-T  
Austin, TX 78778-0001  
512-463-2642

3.6 Confidential Support and Resources. Students may discuss an incident with Confidential Employees (as defined below) or an off-campus resource (i.e. rape crisis center, doctor, psychologist, etc.) without concern that the person's identity will be reported to the Title IX Office. Employees may also seek assistance from the Employee Assistance Program, their own personal health care provider, the clergyperson of their choice, or an off-campus rape crisis resource without concern that the person's identity will be reported to the Title IX Office.

The University and community resources that provide confidential services are: **[insert resources]**

3.7 Immunity. In an effort to encourage reporting of sexual misconduct, the University will grant immunity from student and/or employee disciplinary action to a person who acts in good faith in reporting a complaint, participating in an investigation, or participating in a disciplinary process. This immunity does not extend to the person's own violations of this Policy.

**The University of Texas System**  
**Office of Systemwide Compliance Model Policy**

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Sec. 4. Parties' Rights Regarding Confidentiality. The University has great respect for the privacy of the parties in a complaint. Under federal and state law, however, Responsible Employees (defined below) who receive a report of sexual misconduct must share that information with the Title IX Office. Those individuals may need to act to maintain campus safety and must determine whether to investigate further under Title IX, regardless of the complainant's request for confidentiality.

In making determinations regarding requests for confidentiality, requests to not investigate, and/or the disclosure of identifying information to the respondent, the Title IX Coordinator must deliberately weigh the rights, interests, and safety of the complainant, the respondent and the campus community. Factors the University must consider when determining whether to investigate an alleged incident of sexual misconduct include, but are not limited to:

- The seriousness of the alleged incident;
- Whether the University has received other reports of alleged sexual misconduct by the alleged respondent;
- Whether the alleged incident poses a risk or harm to others; and
- Any other factors the University determines relevant.

If the complainant requests the University not to investigate, the Title IX Coordinator must inform the complainant of the decision whether or not to investigate.

In the course of the investigation, the University may share information only as necessary with people who need to know in compliance with the law, which may include but is not limited to the investigators, witnesses, and the respondent. The University will take all reasonable steps to ensure there is no retaliation against the parties or any other participants in the investigation.

Sec. 5. Resources and Assistance.

5.1 Immediate Assistance.

**[List on and off University resources for health care, police, and counseling]**

- A. Healthcare. If you experience any form of sexual, domestic, or dating violence, you are encouraged to seek immediate medical care. Also, preserving DNA evidence can be key to identifying the perpetrator in a sexual violence case. Victims can undergo a medical exam to preserve physical evidence with or without police involvement. If possible, this should be done immediately. If an immediate medical exam is not possible,

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individuals who have experienced a sexual assault may have a Sexual Assault Forensic Exam (SAFE) performed by a Sexual Assault Nurse Examiner (SANE) within 4 days of the incident. With the examinee's consent, the physical evidence collected during this medical exam can be used in a criminal investigation; however, a person may undergo a SAFE even without contacting, or intending to contact, the police. To undergo a SAFE, go directly to the emergency department of [insert hospital with SAFE capabilities] or the nearest hospital that provides SAFE services.

For more information about the SAFE, see [https://www.texasattorneygeneral.gov/files/cvs/sexual\\_assault\\_examnation.pdf](https://www.texasattorneygeneral.gov/files/cvs/sexual_assault_examnation.pdf). The cost of the forensic portion of the exam is covered by the law enforcement agency that is investigating the assault or, in cases where a report will not be made to the police, the Texas Department of Public Safety. This does not include fees related to medical treatment that are not a part of the SAFE.

- B. Police Assistance. If you experienced or witnessed sexual misconduct, the University encourages you to make a report to the police. The police may, in turn, share your report with the Title IX Office.

A police department's geographic jurisdiction depends on where the sexual misconduct occurred. Thus, if the incident occurred on the University campus, you may file a report with the [insert campus police name] by calling [number] or in person at [insert institution PD name] headquarters at [insert address], even if time has passed since the assault occurred.

[Institution PD name] can also assist with filing any protective orders. Reporting an assault to law enforcement does not mean the case will automatically go to criminal trial or to a University disciplinary hearing. If the University police are called, a uniformed officer will be sent to the scene to take a detailed statement. A police department counselor may also provide you with a ride to the hospital. You may also file a report with the University police even if the assailant was not a University student or employee. If the incident occurred in the City of [insert City name], but off campus, you may also file a report with the [City] Police Department, even if time has passed since the assault occurred. If a report is made to the police, a uniformed officer will usually be dispatched to the location to take a written report.

- C. Counseling and Other Services. If you experience sexual misconduct, you are strongly encouraged to seek counseling or medical and psychological care even if you do not plan to request a SAFE or report the assault to the police. You may be prescribed medications to prevent sexually transmitted infections and/or pregnancy even if the police are not contacted or if a SAFE is not performed. Similarly, other individuals impacted or affected by a sexual misconduct complaint are encouraged to seek counseling or psychological care.

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You may receive medical care at the University Health Services (for students only), at a local emergency room, or by a private physician. You may also be provided with psychological support by the University Counseling and Psychological Services (students), Employee Assistance (employees), a referral through the Employee Assistance Program, or a care provider of your choosing.

Students desiring counseling should contact:

**[insert office and contact information]**

Faculty and staff should contact:

**[insert office and contact information]**

5.2 Interim Measures.

The University will offer reasonably available individualized services to the parties involved in an alleged incident of sexual misconduct, when applicable.

Interim measures may include but are not limited to reassignment, suspension, counseling, extensions of time or other course-related adjustments, modifications of work or class schedules, withdrawal from or retake of a class without penalty, campus escort services, restrictions on contact between the parties, change in work or housing locations, leaves of absences, increased security and monitoring of certain areas of campus or other similar accommodations tailored to the individualized needs of the parties.

The University's ability to implement interim measures may be affected if the Complainant requests that the University not disclose the Complainant's identity to relevant University personnel involved in implementing interim measures.

Sec. 6 The Investigation Process—What You Need to Know.

6.1 Key Officials in an Investigation.

A. Title IX Coordinator. The Title IX Coordinator is the senior University administrator who oversees the University's compliance with Title IX. The Title IX Coordinator is responsible for overseeing the administrative response to reports of sexual misconduct and is available to discuss options, provide support, explain University policies and procedures, and provide education on relevant issues. The Title IX Coordinator may designate one or more Deputy Title IX Coordinators.

Any member of the University community may contact the Title IX Coordinator with questions.

B. Investigators. The Title IX Coordinator will ensure that complaints are properly investigated under this Policy. The Title IX Coordinator will also ensure that investigators are properly trained at least annually to conduct

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investigations that occur under this Policy. The Title IX Deputy Coordinators will supervise and advise the Title IX investigators when conducting investigations and update the Title IX Coordinator as necessary.

6.2 Notification of University Offices Offering Assistance. After receiving a complaint, the Title IX Office will inform the parties of available resources and assistance. While taking into consideration requested confidentiality, the [insert student victim resource coordinator info] for students and [Employee Relations] office may serve as a liaison between the parties and the Title IX Office during the investigation.

6.3 Informal Resolution of Certain Complaints. (OPTIONAL)

Both parties may voluntarily agree to use this option instead of or before the formal resolution process but are not required to do so. Also, this option is not permitted for sexual violence cases. Anyone who believes that they have been subjected to sexual misconduct may immediately file a formal complaint as described in Section 3 of this Policy. Anyone interested in the informal resolution process, should contact the Title IX Coordinator. Before beginning the informal resolution process, the Title IX Coordinator must provide both parties full disclosure of the allegations and their options for formal resolution. At any time during the informal resolution process, the complainant may elect to discontinue to informal resolution process and file a formal complaint.

- A. Informal Assistance. If informal assistance is appropriate, the individual will be provided assistance in informally resolving the alleged sexual misconduct. Assistance may include providing the complainant with strategies for communicating with the offending party that the behavior is unwelcomed and should cease, directing a University official to inform the offending party to stop the unwelcomed conduct, or initiating mediation. However, the University may take more formal action, including disciplinary action, to ensure an environment free of sexual harassment or sexual misconduct.
- B. Timeframe. Informal resolutions of a complaint will be concluded as soon as possible.
- C. Documentation. The University will document and record informal resolutions. The Title IX Coordinator will retain the documentation.

6.4 Formal Complaint and Investigation.

Formal Complaint. To begin the investigation process, the complainant should submit a written statement setting out the details of the conduct that is the subject of the complaint, including the following:

- complainant's name and contact information;
- name of the person directly responsible for the alleged violation;

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- detailed description of the conduct or event that is the basis of the alleged violation;
- date(s) and location(s) of the alleged occurrence(s);
- names of any witnesses to the alleged occurrence(s); the resolution sought; and
- any documents or information that is relevant to the complaint.

The University may initiate an investigation regardless of the manner in which a complaint is received or whether a complaint is received at all. However, the complainant is strongly encouraged to file a written complaint. If the complaint is not in writing, the investigator should prepare a statement of what they understand the complaint to be and ask the complainant to verify that statement. The University office receiving the complaint must refer the complaint to the Title IX Coordinator.

Investigation.

- A. After an investigator is assigned, the respondent will be provided notice of the complaint and be allowed a reasonable time to respond in writing.
- B. The parties may present any information and evidence that may be relevant to the complaint, including the names of any witnesses who may provide relevant information.
- C. The investigators will interview relevant and available witnesses. Neither the complainant nor the respondent will normally attend these interviews or the gathering of evidence; however, if either one is permitted to attend, the other shall have the same right.
- D. The investigation of a complaint will be concluded as soon as possible after receipt of the complaint. The parties should be provided updates on the progress of the investigation.
- E. After the investigation is complete, a written report<sup>1</sup> will be issued to the Title IX Coordinator and the appropriate administrator. The report shall include factual findings and a preliminary conclusion regarding each allegation of whether a policy violation occurred (based on a “preponderance of the evidence” standard).
- F. After the written report is completed, both parties will be allowed to inspect the report and will have reasonable and equitable access to all of the evidence relevant to the alleged violation(s) in the University’s possession, subject to FERPA and Texas Education Code, Section 51.971. Each party

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<sup>1</sup> Appropriate report redactions will be made to comply with Texas Education Code, Section 51.971.

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will have 7 business days to submit written comments regarding the investigation to the Title IX Coordinator.

G. Within 7 business days after the deadline for receipt of comments from the parties, the Title IX Coordinator (or designee) will:

- request further investigation into the complaint;
- dismiss the complaint if it is determined that no violation of policy or inappropriate conduct occurred; or
- find that the Policy was violated.

H. If it is determined that the Policy was violated, the matter will be referred for disciplinary action.

I. The parties shall be informed concurrently in writing of the decision in accordance with section 6.4.F of this Policy.

J. If disciplinary action or sanction(s) is warranted, it will be imposed in accordance with the applicable policies and procedures.

6.5 Standard of Proof. All investigations will use the preponderance of the evidence standard, as defined in Part 3, Definitions and Examples, to determine violations of this Policy.

6.6 Timeliness. Best efforts will be made to complete the complaint process in a timely manner by balancing principles of thoroughness and fundamental fairness with promptness.

At the request of law enforcement, the University may defer its fact-gathering until after the initial stages of a criminal investigation. In such an instance, the University will promptly resume its fact-gathering as soon as law enforcement has completed its initial investigation, or if the fact-gathering is not completed in a reasonable time, the University will move forward.

The filing of a complaint under this Policy does not excuse the complainant from meeting time limits imposed by outside agencies. Likewise, the applicable civil or criminal statute of limitations will not affect the University's investigation of the complaint.

6.7 Due Process and Privacy Rights.

- The University will strive to ensure that the steps it takes to provide due process to the respondent will not restrict or delay the protections provided by Title IX to the complainant.
- The Family Educational Rights and Privacy Act (FERPA) does not override federally protected due process rights of a respondent.

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6.8 Remedies. In addition to sanctions that may be imposed pursuant to the appropriate disciplinary policy, the University will take appropriate action(s), including but not limited to those below to resolve complaints of sexual misconduct, prevent any recurrence and, as appropriate, remedy any effects:

- (a) Imposing sanctions against the respondent, including attending training, suspension, termination or expulsion;
- (b) Ensuring the parties do not share classes, working environments or extracurricular activities;
- (c) Making modifications to the on campus living arrangements of the parties;
- (d) Providing comprehensive services to the parties including medical, counseling and academic support services, such as tutoring;
- (e) Providing the parties extra time to complete or re-take a class or withdraw from a class without an academic or financial penalty;
- (f) Determining whether sexual misconduct adversely affected the complainant's University standing;
- (g) Designating an individual specifically trained in providing trauma-informed comprehensive services;
- (h) Conducting a University climate check to assess the effectiveness of sexual misconduct prevention measures;
- (i) Providing targeted training for a group of students, including bystander intervention and sexual misconduct prevention programs;
- (j) Issuing policy statements regarding the University's intolerance of sexual misconduct.

6.9 Sanctions and Discipline. Disciplinary action will be handled under the appropriate disciplinary policy depending on the status of the respondent.

**[LINK TO APPROPRIATE POLICIES]**

Sec. 7. Provisions Applicable to the Investigation.

7.1 Assistance. During the investigation process, both parties may be assisted by an advisor, who may be an attorney; however, the advisor may not actively participate in a meeting or interview.

7.2 Time Limitations. Time limitations in these procedures may be modified by the Title IX Coordinator or appropriate administrator on a written showing of good cause by the parties or the University.

7.3 Concurrent Criminal or Civil Proceedings. The University will not wait for the outcome of a concurrent criminal or civil justice proceeding to take action. The University has an independent duty to investigate complaints of sexual misconduct. (Except as provided in Sec. 6.7).

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7.4 Documentation. The University shall document complaints and their resolution and retain copies of all materials in accordance with state and federal records laws and University policy.

Sec 8. Dissemination of Policy and Educational Programs.

8.1 This Policy will be made available to all University administrators, faculty, staff, and students online at [\[insert website link\]](#) and in University publications. Periodic notices will be sent to University administrators, faculty, staff and students about the University's Sexual Misconduct Policy, including but not limited to at the beginning of each fall and spring semester. The notice will include information about sexual misconduct, including the complaint procedure, and about University disciplinary policies and available resources, such as support services, health, and mental health services. The notice will specify the right to file a complaint under this Policy and with law enforcement and will refer individuals to designated offices or officials for additional information.

8.2 Ongoing Sexual Misconduct Training. The University's commitment to raising awareness of the dangers of sexual misconduct includes offering ongoing education through annual training and lectures by faculty, staff, mental health professionals, and/or trained University personnel. Preventive education and training programs will be provided to University administrators, faculty, staff, and students and will include information about primary prevention, risk reduction, and bystander intervention: [\[Link to web page with training provided\]](#)

8.3 Training of Coordinators, Investigators, Hearing and Appellate Authorities. All Title IX Coordinators, Deputy Coordinators, investigators, and those with authority over sexual misconduct hearings and appeals shall receive training each academic year about offenses, investigatory procedures, due process, and University policies related to sexual misconduct. 8.4 Annual Reporting and Notice. The University's Title IX General Policy Statement will be made available to all students, faculty, and employees online, in required publications and in specified departments.

Sec. 9. Additional Conduct Violations.

9.1 Retaliation. Any person who retaliates against the parties or any other participants in an investigation or disciplinary process relating to a complaint, or any person who under this Policy opposed any unlawful practice, is subject to disciplinary action up to and including dismissal or separation from the University. If any participant in an investigation believes they have been subject to retaliation, they should immediately report the alleged retaliatory conduct to the Title IX Office. [\[INSERT CITE TO RETALIATION POLICY\]](#)

9.2 False Complaints. Any person who knowingly files a false complaint under this Policy is subject to disciplinary action up to and including dismissal or separation from the University. A finding that a respondent is not responsible for the sexual misconduct alleged does not imply a report was false.

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9.3 Interference with an Investigation. Any person who interferes with an investigation conducted under this Policy is subject to disciplinary action up to and including dismissal or separation from the University. Interference with an ongoing investigation may include, but is not limited to:

- (a) Attempting to coerce, compel, or prevent an individual from providing testimony or relevant information;
- (b) Removing, destroying, or altering documentation relevant to the investigation; or
- (c) Knowingly providing false or misleading information to the investigator or Title IX Office, or encouraging others to do so.

9.4 Failure to Report for Responsible Employees. Under state law, if a Responsible Employee knowingly fails to report all information concerning an incident the employee reasonably believes constitutes stalking, dating violence, sexual assault, or sexual harassment committed by or against a student or employee at the time of the incident, the employee is subject to disciplinary action, including termination.

For purposes of Failure to Report, the definition of sexual harassment is broader than the definition of sexual harassment under this Policy and is defined as: Unwelcome, sex-based verbal or physical conduct that:

- (a) in the employment context, unreasonably interferes with a person's work performance or creates an intimidating, hostile, or offensive work environment; or
- (b) in the education context, is sufficiently severe, persistent, or pervasive that the conduct interferes with a student's ability to participate in or benefit from educational programs or activities at a postsecondary institution.

9.5. No Effect on Pending Personnel or Academic Actions Unrelated to the Complaint. The filing of a complaint under this Policy will not stop or delay any action unrelated to the complaint, including: (1) any evaluation or disciplinary action relating to a complainant who is not performing up to acceptable standards or who has violated University rules or policies; (2) any evaluation or grading of students participating in a class, or the ability of a student to add/drop a class, change academic programs, or receive financial reimbursement for a class; or (3) any job-related functions of a University employee. Nothing in this section shall limit the University's ability to take interim action.

Sec. 10 Documentation. The University shall confidentially maintain information related to complaints under this Policy, as required by law.

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**3. Definitions and Examples<sup>2</sup>**

**Complainant** – The student, employee or third party who presents as the victim of any prohibited conduct under this Policy, regardless of whether that person makes the report or seeks action under this Policy.

**Coercion** – The use of pressure to compel another individual to initiate or continue sexual activity against an individual’s will. Coercion can include a wide range of behaviors, including psychological or emotional pressure, physical or emotional threats, intimidation, manipulation, or blackmail that causes the person to engage in unwelcome sexual activity. A person’s words or conduct are sufficient to constitute coercion if they eliminate a reasonable person’s freedom of will and ability to choose whether or not to engage in sexual activity. Examples of coercion include but are not limited to threatening to “out” someone based on sexual orientation, gender identity, or gender expression; threatening to harm oneself if the other party does not engage in the sexual activity; and threatening to expose someone’s prior sexual activity to another person.

**Confidential Employees** – Confidential Employees include counselors in Counseling and Psychological Services, a health care provider in Health Services, or clergypersons. Additionally, employees who receive information regarding an incident of sexual misconduct under circumstances that render the employee’s communications confidential or privileged under other law (such as attorneys) are also considered “Confidential Employees.”

Note: Under state law, Confidential Employees who receive information regarding incidents of sexual harassment, sexual assault, dating violence or stalking committed by or against a student or an employee of the University, are required to report the **type of incident** to the Title IX Coordinator (or Deputy Coordinators). Confidential Employees may not include any information that would violate a student’s expectation of privacy. The Confidential Employee’s duty to report an incident under any other law also applies.

**Consent** – A voluntary, mutually understandable agreement that clearly indicates a willingness to engage in each instance of sexual activity. Consent to one act does not imply consent to another. Past consent does not imply future consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Any expression of an unwillingness to engage in any instance of sexual activity establishes a presumptive lack of consent.

Consent is not effective if it results from: (a) the use of physical force, (b) a threat of physical force, (c) intimidation, (d) coercion, (e) incapacitation or (f) any other factor that would eliminate an individual’s ability to exercise his or her own free will to choose whether or not to have sexual activity.

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<sup>2</sup> The definitions provided in the main body of the text are the definitions adopted by the University. When applicable, we have included the state law definition. In any criminal action brought by law enforcement, the state law definition will apply.

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A current or previous dating or sexual relationship, by itself, is not sufficient to constitute consent. Even in the context of a relationship, there must be a voluntary, mutually understandable agreement that clearly indicates a willingness to engage in each instance of sexual activity.

The definition of consent for the crime of sexual assault in Texas can be found in Section 22.011(b) of the Texas Penal Code.<sup>3</sup>

**Dating Violence**<sup>4</sup> – Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

The existence of such a relationship shall be determined by the victim with consideration of the following factors:

- a) The length of the relationship;
- b) The type of relationship; and
- c) The frequency of interaction between the persons involved in the relationship

Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. It does not include acts covered under the definition of domestic violence.

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<sup>3</sup> Texas Penal Code, Section 22.011(b) states that a sexual assault is without consent if: (1) the actor compels the other person to submit or participate by the use of physical force or violence; (2) the actor compels the other person to submit or participate by threatening to use force or violence against the other person, and the other person believes that the actor has the present ability to execute the threat; (3) the other person has not consented and the actor knows the other person is unconscious or physically unable to resist; (4) the actor knows that as a result of mental disease or defect the other person is at the time of the sexual assault incapable either of appraising the nature of the act or of resisting it; (5) the other person has not consented and the actor knows the other person is unaware that the sexual assault is occurring; (6) the actor has intentionally impaired the other person's power to appraise or control the other person's conduct by administering any substance without the other person's knowledge; (7) the actor compels the other person to submit or participate by threatening to use force or violence against any person, and the other person believes that the actor has the ability to execute the threat.

<sup>4</sup> Dating Violence is defined by the Texas Family Code, Section 71.0021 as:

- (a) an act, other than a defensive measure to protect oneself, by an actor that:
  - (1) is committed against a victim:
    - (A) with whom the actor has or has had a dating relationship; or
    - (B) because of the victim's marriage to or dating relationship with an individual with whom the actor is or has been in a dating relationship or marriage; and
  - (2) is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the victim in fear of imminent physical harm, bodily injury, assault, or sexual assault.
- (b) For purposes of this title, "dating relationship" means a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. The existence of such a relationship shall be determined based on consideration of:
  - (1) the length of the relationship;
  - (2) the nature of the relationship; and
  - (3) the frequency and type of interaction between the persons involved in the relationship.
- (c) A casual acquaintanceship or ordinary fraternization in a business or social context does not constitute a "dating relationship" under Subsection (b).

Texas Penal Code, Section 22.01 provides the criminal penalties associated with Dating Violence.

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**Domestic (Family) Violence**<sup>5</sup> – includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the state of Texas, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the state of Texas.

**Hostile Environment** – exists when sexual harassment (which is a form of sex-based harassment) is sufficiently severe or pervasive to deny or limit the individual's ability to participate in or benefit from the University's programs or activities or an employee's terms and conditions of employment.<sup>6</sup> A hostile environment can be created by anyone involved in a University's program or activity (e.g., administrators, faculty members, employees, students, and University visitors).

In determining whether sex-based harassment has created a hostile environment, the University considers the conduct in question from both a subjective and objective perspective. It will be necessary, but not adequate, that the conduct was unwelcome to the individual who was harassed. To conclude that conduct created or contributed to a hostile environment, the University must also find that a reasonable person in the individual's position would have perceived the conduct as undesirable or offensive.

To ultimately determine whether a hostile environment exists for an individual or individuals, the University considers a variety of factors related to the severity, persistence, or pervasiveness of the sex-based harassment, including: (1) the type, frequency, and duration of the conduct; (2) the identity and relationships of the persons involved; (3) the number of individuals involved; (4) the location of the conduct and the context in which it occurred; and (5) the degree to which the conduct affected an individual's education or employment.

The more severe the sex-based harassment, the less need there is to show a repetitive series of incidents to find a hostile environment. Indeed, a single instance of sexual assault may be sufficient to create a hostile environment. Likewise, a series of incidents may be sufficient even if the sex-based harassment is not particularly severe.

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<sup>5</sup> Family Violence is defined by the Texas Family Code Section 71.004 as:

- (1) an act by a member of a family or household against another member of the family or household that is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the member in fear of imminent physical harm, bodily injury, assault, or sexual assault, but does not include defensive measures to protect oneself;
- (2) abuse, as that term is defined by Sections [261.001](#)(1)(C), (E), and (G), by a member of a family or household toward a child of the family or household; or
- (3) dating violence, as that term is defined by Section [71.0021](#).

Texas Penal Code Section 22.01 provides the criminal penalties associated with Domestic (Family) Violence.

<sup>6</sup> Depending on the facts of a particular case, the University may investigate claims of hostile work environment under this Policy, the University's gender discrimination policy, or both. *See* Department of Education, Office for Civil Rights, January 2001 Revised Sexual Harassment Guidance, page 2.

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**Incapacitation** – Incapacitation is the inability, temporarily or permanently, to give consent because the individual is mentally and/or physically helpless, either voluntarily or involuntarily, or the individual is unconscious, asleep, or otherwise unaware that the sexual activity is occurring. In addition, an individual is incapacitated if they demonstrate that they are unaware at the time of the incident of where they are, how they got there, or why or how they became engaged in a sexual interaction.

The University offers the following guidance on consent and assessing incapacitation:

When alcohol is involved, incapacitation is a state beyond drunkenness or intoxication. When drug use is involved, incapacitation is a state beyond being under the influence or impaired by use of the drug. Alcohol and other drugs impact each individual differently, and determining whether an individual is incapacitated requires an individualized determination.

In evaluating consent in cases of alleged incapacitation, the University asks two questions:

- (1) Did the person initiating sexual activity know that the other party was incapacitated? and if not,
- (2) Should a sober, reasonable person in the same situation have known that the other party was incapacitated?

If the answer to either of these questions is “YES,” consent was absent and the conduct is likely a violation of this Policy.

One need not be a medical expert in assessing incapacitation. One should look for the common and obvious warning signs that show that a person may be incapacitated or approaching incapacitation. Although every individual may show signs of incapacitation differently, some signs include clumsiness, difficulty walking, poor judgment, difficulty concentrating, slurred speech, vomiting, combativeness, incontinence or emotional volatility. A person who is incapacitated may not be able to understand some or all of the following questions: “Do you know where you are?” “Do you know how you got here?” “Do you know what is happening?” “Do you know whom you are with?”

An individual’s level of intoxication may change over a period of time based on a variety of subjective factors, including the amount of substance intake, speed of intake, body mass, and metabolism. It is especially important, therefore, that anyone engaging in sexual activity is aware of both their own and the other person’s level of intoxication and capacity to give consent.

The use of alcohol or other drugs can lower inhibitions and create an atmosphere of confusion about whether consent is effectively sought and freely given. If there is any doubt as to the level or extent of one’s own or the other individual’s intoxication or incapacitation, the safest course of action is to forgo or cease any sexual contact.

**Being impaired by alcohol or other drugs is no defense to any violation of this Policy.**

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**Intimidation** – Unlawfully placing another person in reasonable fear of bodily harm through the use of threatening words and/or other conduct, but without displaying a weapon or subjecting the victim to actual physical attack.

**Other Inappropriate Sexual Conduct** – Includes unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct of a sexual nature directed towards another individual that does not rise to the level of sexual harassment but is unprofessional, inappropriate for the workplace or classroom and is not protected speech. It also includes consensual sexual conduct that is unprofessional and inappropriate for the workplace or classroom. Depending on the facts of a complaint, the conduct may not violate this Policy but may violate other university policies including but not limited to standards of conduct or professionalism policies.

**Parties** -- The term “parties” refers to the “complainant” and the “respondent” in a Title IX complaint.

**Preponderance of the Evidence** – The greater weight of the credible evidence. Preponderance of the evidence is the standard for determining allegations of sexual misconduct under this Policy. This standard is satisfied if the action is deemed more likely to have occurred than not.

**Respondent** -- The student, employee, or third party who has been accused of violating this policy.

**Responsible Employee** – A University employee who has the duty to report incidents of and information reasonably believed to be sexual misconduct to the Title IX Office. All employees are Responsible Employees except Confidential Employees. Responsible Employees include all administrators, faculty, staff, resident life directors and advisors, and graduate teaching assistants. Responsible Employees must report all known information concerning the incident to the Title IX Office, and must include whether a complainant has expressed a desire for confidentiality in reporting the incident.

**Retaliation** – Any adverse action threatened or taken against someone *because* the individual has filed, supported, provided information in connection with a complaint of sexual misconduct or engaged in other legally protected activities. Retaliation includes, but is not limited to, intimidation, threats or harassment against any complainant, respondent, witness or third party.

**Sexual Assault**<sup>7</sup> – An offense that meets the definition of rape, fondling, incest, or statutory rape:

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<sup>7</sup> Sexual Assault is defined by Texas Penal Code, Section 22.011 as intentionally or knowingly:

- a) Causing the penetration of the anus or sexual organ of another person by any means, without that person’s consent; or
- b) Causing the penetration of the mouth of another person by the sexual organ of the actor, without that person’s consent; or
- c) Causing the sexual organ of another person, without that person’s consent, to contact or penetrate the mouth, anus, or sexual organ of another person, including the actor.

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- a) *Rape*: the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.
- b) *Fondling*: The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity.
- c) *Incest*: Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- d) *Statutory Rape*: Sexual intercourse with a person who is under the statutory age of consent.

**Sexual Exploitation** – Conduct where an individual takes non-consensual or abusive sexual advantage of another for their own benefit, or to benefit anyone other than the one being exploited. Examples of sexual exploitation include, but are not limited to, engaging in voyeurism; forwarding of pornographic or other sexually inappropriate material by email, text, or other channels to non-consenting students/groups; the intentional removal of a condom or other contraceptive barrier during sexual activity without the consent of a sexual partner; and any activity that goes beyond the boundaries of consent, such as recording of sexual activity, letting others watch consensual sex, or knowingly transmitting a sexually transmitted disease (STD) to another.

**Sexual Harassment** – Unwelcome conduct of a sexual nature including but not limited to unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, when:

- a) Submission to such conduct is made either explicitly or implicitly a term or condition of a person's student status, employment, or participation in University activities; or
- b) Such conduct is sufficiently severe or pervasive that it creates a hostile environment, as defined in this Policy..

Sexual harassment is a form of sex discrimination that includes:

- a) Sexual violence, sexual assault, stalking, domestic violence and dating violence as defined herein.
- b) Physical conduct, depending on the totality of the circumstances present, including frequency and severity, including but not limited to:
  - i. unwelcome intentional touching; or
  - ii. deliberate physical interference with or restriction of movement.
- c) Verbal conduct not necessary to an argument for or against the substance of any political, religious, philosophical, ideological, or academic idea, including oral, written, or symbolic expression, including but not limited to:
  - i. explicit or implicit propositions to engage in sexual activity;
  - ii. gratuitous comments, jokes, questions, anecdotes or remarks of a sexual nature about clothing or bodies;
  - iii. gratuitous remarks about sexual activities or speculation about sexual experiences;

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**Office of Systemwide Compliance Model Policy**

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- iv. persistent, unwanted sexual or romantic attention;
- v. subtle or overt pressure for sexual favors;
- vi. exposure to sexually suggestive visual displays such as photographs, graffiti, posters, calendars or other materials; or
- vii. deliberate, repeated humiliation or intimidation based upon sex.

**Sexual Misconduct** – A broad term encompassing a range of non-consensual sexual activity or unwelcome behavior of a sexual nature. The term includes, but is not limited to, sexual assault, sexual exploitation, sexual intimidation, sexual harassment, domestic violence, dating violence, and stalking. The term also includes “other inappropriate sexual conduct,” as defined above. Sexual misconduct can be committed by any person, including strangers or acquaintances.

**Sexual Violence** – Physical sexual acts perpetrated against a person’s will or where a person is incapable of giving consent. The term includes, but is not limited to, rape, sexual assault, sexual battery, sexual coercion, sexual abuse, indecency with a child, and/or aggravated sexual assault.

**Stalking**<sup>8</sup> – Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress. For the purposes of this definition--

- a) *Course of conduct* means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person’s property.
- b) *Reasonable person* means a reasonable person under similar circumstances and with similar identities to the victim.
- c) *Substantial emotional distress* means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

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<sup>8</sup> Stalking as defined by Texas Penal Code, Section 42.072 is when an individual on more than one occasion and pursuant to the same scheme or course of conduct that is directed specifically at another person, knowingly engages in conduct that:

- a) is considered harassment, or that the actor knows or reasonably should know the other person will regard as threatening:
  - i. bodily injury or death for the other person;
  - ii. bodily injury or death for a member of the other person’s family or household or for an individual with whom the other person has a dating relationship; or
  - iii. that an offense will be committed against the other person’s property;
- b) causes the other person, a member of the other person’s family or household, or an individual with whom the other person has a dating relationship to be placed in fear of bodily injury or death or in fear that an offense will be committed against the other person’s property, or to feel harassed, annoyed, alarmed, abused, tormented, embarrassed, or offended; and
- c) would cause a reasonable person to:
  - i. fear bodily injury or death for himself or herself;
  - ii. fear bodily injury or death for a member of the person’s family or household or for an individual with whom the person has a dating relationship;
  - iii. fear that an offense will be committed against the person’s property; or
  - iv. feel harassed, annoyed, alarmed, abused, tormented, embarrassed, or offended.

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**4. Relevant Federal and State Statutes, and Standards**

[Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681–1688 and its implementing regulations, 34 C.F.R. Part 106](#)

[Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000e–2000e-17 and its implementing regulations 29 C.F.R. §1604 11.](#)

[Clery Act, 20 U.S.C §1092\(f\) and its implementing regulations 34 C.F.R. Part 668](#)

[FERPA Regulations, 34 C.F.R. Part 99](#)

Texas Education Code, Subchapter E-2: Reporting Incidents of Sexual Harassment, Sexual Assault, Dating Violence, and Stalking §51.251-51.259

Texas Education Code, Subchapter E-3: Sexual Harassment, Sexual Assault, Dating Violence, and Stalking §51.281-51.291

**5. Other Relevant Policies, Procedures, and Forms**

[insert reference to]:

[Regents' Rules and Regulations, Rule 30105 – Sexual Harassment, Sexual Misconduct, and Consensual Relationships](#)

[Regents' Rules and Regulations, Rule 31008 – Termination of a Faculty Member](#)

[The University of Texas Systemwide Policy UTS 184, Consensual Relationships](#)

University's Sex Discrimination Policy

Staff Discipline policy

Faculty Discipline policy

Student Discipline policy

**6. System Administration Office(s) Responsible for Policy**

Office of Systemwide Compliance

**7. Dates Approved or Amended**

[insert new date]

October 1, 2019

August 2, 2018

April 6, 2015

February 21, 2012

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**8. Contact Information**

Questions or comments about this Policy should be directed to:

[SystemwideTitleIX@utsystem.edu](mailto:SystemwideTitleIX@utsystem.edu)

46. Contract (funds coming in) - U. T. Southwestern Medical Center: To provide physician and other health services to Parkland Health and Hospital System for Dallas County Hospital District

Agency: Dallas County Hospital District

Funds: \$217,640,811

Period: October 1, 2019 through September 30, 2020

Description: U. T. Southwestern Medical Center to provide physician and other health services to Parkland Health and Hospital System for Dallas County Hospital District.

47. Interagency Agreement (funds coming in) - U. T. Southwestern Medical Center: Participation in the Texas Health and Human Services Commission's Network Access Improvement Program

Agency: Texas Health and Human Services Commission

Funds: \$8,311,657

Period: September 1, 2019 through August 31, 2020

Description: Interagency Agreement is for participation in Health and Human Services Commission's Network Access Improvement Program, which includes federal matching funds. This program is focused on serving Managed Medicaid patients. U. T. Southwestern Medical Center will receive project payments.

48. Contract (funds coming in and going out) - U. T. Southwestern Medical Center: Second Amendment to professional services agreement between U. T. Southwestern Medical Center, Children's Medical Center of Dallas and Pedi-Ortho Health Corporation

Agency: Children's Medical Center of Dallas and Pedi-Ortho Health Corporation, a Texas nonprofit corporation affiliated with Texas Scottish Rite Hospital for Children

Funds: The total contract value is \$27,584,745 (U. T. Southwestern will pay \$17,737,670 to Pedi-Ortho Health for services; and Children's Medical Center of Dallas will pay U. T. Southwestern \$9,847,075 for services)

Period: September 1, 2019 through August 31, 2024

Description: In February 2015, U. T. Southwestern, Children's Medical Center of Dallas (Children's Medical) and Pedi-Ortho Health Corporation (Pedi-Ortho) entered into a Pediatric Orthopedic Coverage Agreement, which was subsequently amended in 2016. Under the Agreement, U. T. Southwestern secures the services of Pedi-Ortho physicians to provide pediatric services at Children's Medical. The second amendment extends the term of the contract until August 31, 2024 and updates financial exhibits to accurately reflect the costs of services being provided by all parties. U. T. Southwestern will pay \$17,737,670 to Pedi-Ortho for its services and Children's Medical will pay U. T. Southwestern \$9,847,075 for its services, for a total contract value of \$27,584,745. Although the net cost to U. T. Southwestern over the term of the contract is \$7,890,595 U. T. Southwestern anticipates recovering that cost from professional service revenue.

49. Request for Budget Change - U. T. Southwestern Medical Center: New Hires with Tenure -- amendment to the 2018-2019 budget

The following Requests for Budget Changes (RBC) have been administratively approved by the Chancellor and the Executive Vice Chancellor for Health Affairs and are recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
<b>Southwestern Medical School</b>					
Internal Medicine					
Professor					
Suzanne Conzen (T)	7/8-8/31	100	12	450,000	10866
Peter O'Donnell Brain Institute					
Professor					
William Dauer (T)	7/1-8/31	100	12	525,000	10851

50. Contract (funds coming in) - U. T. Medical Branch - Galveston: Third Amendment to Agreement to provide services to medically underserved women and children on behalf of the Health and Human Services Commission Healthy Texas Women Program

Agency: Health and Human Services Commission

Funds: \$2,655,290 over the two-year amendment term

Period: September 1, 2019 through August 31, 2021

Description: The Healthy Texas Women (HTW) Grant Renewal Agreement with the Health and Human Services Commission (HHSC) provides direct clinical care to eligible women in the State of Texas under the HTW's Program. Under the longstanding Agreement, U. T. Medical Branch - Galveston provides services to Medicaid eligible clients through the HTW Grant Program contract. This Agreement represents the reimbursement under the categorical costs reimbursement methodology in the amount of \$1,327,645 per year and was approved by the Board of Regents on August 24, 2017. The Third Amendment extends the term of the contract from September 1, 2019, through August 31, 2021, and adds an additional \$1,327,645 in funding per year, bringing the total contract to \$6,638,225.

51. Contract (funds coming in) - U. T. Medical Branch - Galveston: Fourth Amendment to Agreement to provide medical services related to the Health and Human Services Commission Family Planning Program

Agency: Health and Human Services Commission

Funds: \$9,008,540 over the two-year amendment term

Period: September 1, 2019 through August 31, 2021

Description: The Family Planning Grant Renewal Agreement with Health and Human Services Commission (HHSC) provides services for the State of Texas under the Family Planning Grant Program. Through the Family Planning Grant Program and under the agreement with HHSC, U. T. Medical Branch - Galveston provides a wide variety of clinical, testing, and family planning methods to patients at both the Galveston teaching facility, as well as its network of 13 outpatient clinics. The Amendment extends the term of the contract from September 1, 2019, through August 31, 2021, and adds an additional \$4,504,270 in funding per year (\$9,008,540 over the two-year period), bringing the total contract to \$24,136,701. The initial contract was approved by the U. T. System Board of Regents on August 23, 2017, with a total value of \$14,702,810.

52. Contract (funds coming in) - U. T. Medical Branch - Galveston: Third Amendment to Agreement to provide breast and cervical cancer screening, diagnostic, case management, and Medicaid for breast and cervical cancer application assistance to women annually on behalf of Texas Department of State Health Services Breast and Cervical Cancer Screening Program

Agency: Texas Department of State Health Services

Funds: \$2,057,028 over the two-year amendment term

Period: September 1, 2019 through August 31, 2021

Description: The Amendment allows U. T. Medical Branch - Galveston to enter into the Breast and Cervical Cancer Screening (BCCS) Grant Renewal to continue to provide breast and/or cervical cancer screening, diagnostic and support services, tracking, follow-up, case management, and individual client education services to eligible clients. U. T. Medical Branch - Galveston is currently providing these services through the existing BCCS agreement with a value of \$3,162,682. The Amendment extends the contract from September 1, 2019, through August 31, 2021, and adds an additional \$1,028,514 in funding per year, bringing the total contract value to \$5,219,710.

53. Contract (funds going out) - U. T. Medical Branch - Galveston: First Amendment to Agreement with JB York Construction, Inc., to provide construction services

Agency: JB York Construction, Inc.

Funds: \$8,000,000

Period: January 1, 2020 through December 31, 2020

Description: JB York Construction, Inc., provides general construction services, which are currently not associated with any specific project, and includes small projects on any existing U. T. Medical Branch - Galveston buildings. The Amendment extends the term from January 1, 2020, through December 31, 2020, and increases the contract cap amount from \$5,000,000 to \$13,000,000, requiring Board of Regents' approval. The original Agreement was approved by the Board of Regents on February 27, 2018. The original contract was competitively bid.

54. Contract (funds going out) - U. T. Medical Branch - Galveston: First Amendment to Agreement with The Trevino Group, Inc., to provide construction services

Agency: The Trevino Group, Inc.

Funds: \$8,000,000

Period: January 1, 2020 through December 31, 2020

Description: The Trevino Group, Inc., provides general construction services, which are currently not associated with any specific project, and includes small projects on any existing U. T. Medical Branch - Galveston buildings. The First Amendment to the Agreement extends the term and increases the contract cap amount from \$5,000,000 to \$13,000,000. The original Agreement was from January 1, 2018, through December 31, 2019, had a cap amount of \$5,000,000, and was approved by the U. T. System Board of Regents on February 27, 2018. The original contract was competitively bid.

55. Contract (funds going out) - U. T. Medical Branch - Galveston: First Amendment to Agreement with TeleTracking Technologies, Inc., to provide software applications for bed tracking and patient tracking

Agency: TeleTracking Technologies, Inc.

Funds: \$2,724,684

Period: August 27, 2019 through August 26, 2022

Description: U. T. Medical Branch - Galveston entered into a three-year, \$216,500 Subscription and License Agreement with TeleTracking Technologies, Inc., on July 27, 2018, under which TeleTracking provided software applications for bed tracking and patient tracking at U. T. Medical Branch - Galveston's campus to track the clean status and availability of patient rooms at discharge. The integration of patient discharge and room cleaning allows U. T. Medical Branch - Galveston to determine when a patient can be placed in a room. Patient tracking technologies manage the transportation of patients between departments for a variety of clinical services. This First Amendment adds licensed products at U. T. Medical Branch - Galveston's Angleton Danbury Campus, League City Campus, and Clear Lake Campus for a three-year term beginning on August 27, 2019, and ending on August 26, 2022. The total value of the Agreement will be increased to \$2,724,684.

The contract was procured via a Best Value Exclusive Acquisition Justification given that it was required for exact compatibility with existing equipment, standardization, or hospital formulary. Specifically, it will be integrated with the existing software system, Epic.

56. Contract (funds going out) - U. T. Medical Branch - Galveston: Alere North America, LLC, to provide point of care testing for flu, strep, and RSV in all primary care clinics

Agency: Alere North America, LLC

Funds: \$6,000,000

Period: September 1, 2019 through August 31, 2024

Description: Alere North America, LLC, provides point of care testing for flu, strep, and RSV in all U. T. Medical Branch - Galveston primary care clinics. The test results are available in less than five minutes thereby improving patient flow in clinics. The contract was procured via a Best Value Exclusive Acquisition Justification given that it was required for exact compatibility with existing equipment, which is already in place in the Island Pediatric Primary Care and Urgent Care clinics in Galveston.

57. Employment Agreement - U. T. Medical Branch - Galveston: Approval of terms of Employment Agreement with Ben Raimer, M.D., as Interim President of The University of Texas Medical Branch at Galveston

The following agreement has been approved by the Chancellor and Executive Vice Chancellor for Health Affairs, has been signed by Dr. Raimer and is recommended for approval by the U. T. System Board of Regents. Terms of employment under this agreement are subject to Regents' *Rules and Regulations*, Rules 10501 and 20201, and *Texas Education Code*, Section 51.948.

Item: Interim President

Funds: \$654,048 annually

Period: Beginning September 1, 2019

Description: Agreement for employment of Dr. Ben Raimer, as Interim President of The University of Texas Medical Branch at Galveston. The Interim President reports to the Chancellor and shall hold office without fixed term, subject to the pleasure of the Chancellor following input by the Executive Vice Chancellor for Health Affairs and approval by the Board of Regents. The employment agreement is on the following pages.



THE UNIVERSITY of TEXAS SYSTEM  
FOURTEEN INSTITUTIONS. UNLIMITED POSSIBILITIES.

Office of the Chancellor  
210 West 7th Street  
Austin, Texas 78701  
512-499-4201  
WWW.UTSYSTEM.EDU

August 16, 2019

Dr. Ben G. Raimer  
The University of Texas Medical Branch at Galveston  
301 University Boulevard  
Galveston, Texas 77555

Dear Ben:

I am writing to express my gratitude that you have agreed to serve as *interim* President of The University of Texas Medical Branch at Galveston (UTMB), effective September 1, 2019, with duties, as outlined in the Regents' Rules related to the responsibilities of an institutional President. While serving in this capacity, you will have general authority and responsibility for the administration of the institution. This is an at-will position in which you serve at the pleasure of the Chancellor.

Your annual salary rate will be \$654,048 and will be paid monthly. All of your current responsibilities will be reassigned, and you will resume such duties when your assignment as *interim* President at UTMB concludes.

Pursuant to Regents' Rule 30104, you may not be employed in any outside work or activity or receive from an outside source any compensation, or serve on an outside board, until a description of the nature and extent of the employment or activity, and the range of any compensation has been submitted to and approved by the Chancellor.

I look forward to the opportunity to work with you as *interim* President of UTMB. Please sign below to indicate your agreement to the terms of your service and return a signed copy to my office. If you have any questions, please feel free to contact me or *interim* Executive Vice Chancellor Amy Shaw Thomas.

Sincerely,

  
James B. Milliken  
Chancellor

Accepted:

 Date 8 20 2019  
Ben G. Raimer, M.D.

- cc: Ms. Amy Shaw Thomas
- Dr. Scott Kelley
- Ms. Julie Goonewardene
- Ms. Francie Frederick
- Ms. Vivian Kardow

58. Lease - U. T. Medical Branch - Galveston: Authorization to extend the lease of approximately 21,748 rentable square feet of space known as Suites 100, 103, 160, 351, 352, 353, 354, and 355 located at 1560 West Bay Area Boulevard, Friendswood, Harris County, Texas, from 1560 Bay Area LLC, for mission uses, including telemedicine and administrative uses

Description: Lease of approximately 21,748 rentable square feet of space located at 1560 West Bay Area Boulevard, Friendswood, Harris County, Texas, for mission uses, including telemedicine and administrative uses.

Lessor: 1560 Bay Area, LLC, a Texas limited liability company

Term: The Lease commenced on January 1, 2015, but did not require Board authorization at that time. The current lease amendment will extend the term by 60 months commencing on January 1, 2020, and ending on December 31, 2024.

Lease Cost: Base rent totals approximately \$4,023,360 from commencement of the Lease in 2015 through the expiration of the current term and extension term. The rent rate for the entirety of the extension term is \$19 per rentable square foot annually. In addition, each year, U. T. Medical Branch - Galveston shall pay the amount by which then current operating expenses exceed the actual operating expenses incurred in 2015.

59. Contract (funds going out) - U. T. Health Science Center - Houston: Walter P. Moore & Associates, Inc., to provide engineering services

Agency: Walter P. Moore & Associates, Inc.

Funds: \$2,750,000

Period: September 1, 2019 through August 31, 2024

Description: Walter P. Moore & Associates, Inc., to provide forensic investigations, flood mitigation reviews, design services for civil and structural disciplines, and construction administration of multiple projects across campus. The projects are not yet determined, but historically have included routine inspections of parking structures, building envelope reviews, designs of new parking lots, flood mitigation repairs, concrete replacements, drainage reviews, and reviews of cracks and structural concerns. This professional services contract was competitively procured.

60. Contract (funds going out) - U. T. Health Science Center - Houston: Impact Advisors, LLC, to provide Epic Electronic Health Record implementation support

Agency: Impact Advisors, LLC

Funds: \$10,625,000

Period: September 1, 2019 through March 31, 2021

Description: Impact Advisors, LLC, will provide readiness assessment, pre-implementation planning, and staff augmentation services to assist in the implementation of the Epic Electronic Health Record and Revenue Cycle Management System. This contract was competitively procured.

61. Contract (funds going out) - U. T. Health Science Center - Houston: Nordic Consulting Partners, Inc., to provide Epic Electronic Health Record implementation support

Agency: Nordic Consulting Partners, Inc.

Funds: \$6,250,000

Period: September 1, 2019 through March 31, 2021

Description: Nordic Consulting Partners, Inc., will provide staff augmentation services to assist in the implementation of the Epic Electronic Health Record and Revenue Cycle Management System. This contract was competitively procured.

62. Contract (funds going out) - U. T. Health Science Center - Houston: BlueTree Network, Inc., to provide Epic Electronic Health Record implementation support

Agency: BlueTree Network, Inc.

Funds: \$6,250,000

Period: September 1, 2019 through March 31, 2021

Description: BlueTree Network, Inc., will provide staff augmentation services to assist in the implementation of the Epic Electronic Health Record and Revenue Cycle Management System. This contract was competitively procured.

63. Request for Budget Change - U. T. Health Science Center - San Antonio: New Hire with Tenure -- amendment to the 2019-2020 budget

The following Request for Budget Change (RBC) has been administratively approved by the Chancellor and the Executive Vice Chancellor for Health Affairs and is recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
<b>School of Medicine</b>					
Cell Systems and Anatomy					
Professor					
Feng-Chun Yang (T)	9/1-8/31	100	12	230,000	10901

64. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Horizon International Group, LLC, to provide job order contracting services

Agency: Horizon International Group, LLC

Funds: It is anticipated that total costs under the agreement will exceed \$5,000,000, although the maximum amount is indeterminable at this time. The total contract value, including the renewal periods, is estimated to be \$23,500,000.

Period: January 1, 2020 through January 1, 2022; with two additional 24-month renewal options

Description: A job order contracting agreement. Horizon International Group, LLC, will act as a general contractor to provide general and specific construction services for projects on a per-project basis. Horizon International Group, LLC, will provide all material, labor, equipment, and services necessary for completion of the project. Services are on a nonexclusive, indefinite quantity basis, and there is no minimum amount of work required. This Master Agreement was competitively bid.

65. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: O'Donnell Snider Construction to provide job order contracting services

Agency: O'Donnell Snider Construction

Funds: It is anticipated that total costs under the agreement will exceed \$5,000,000, although the maximum amount is indeterminable at this time. The total contract value, including the renewal periods, is estimated to be \$23,500,000.

Period: January 1, 2020 through January 1, 2022; with two additional 24-month renewal options

Description: A job order contracting agreement. O'Donnell Snider Construction will act as a general contractor to provide general and specific construction services for projects on a per-project basis. O'Donnell Snider Construction will provide all material, labor, equipment, and services necessary for completion of the project. Services are on a nonexclusive, indefinite quantity basis, and there is no minimum amount of work required. This Master Agreement was competitively bid.

66. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: J.T. Vaughn Construction, LLC, to provide job order contracting services

Agency: J.T. Vaughn Construction, LLC

Funds: It is anticipated that total costs under the agreement will exceed \$5,000,000, although the maximum amount is indeterminable at this time. The total contract value, including the renewal periods, is estimated to be \$23,500,000.

Period: January 1, 2020 through January 1, 2022; with two additional 24-month renewal options

Description: A job order contracting agreement. J.T. Vaughn Construction, LLC, will act as a general contractor to provide general and specific construction services for projects on a per-project basis. J.T. Vaughn Construction, LLC, will provide all material, labor, equipment, and services necessary for completion of the project. Services are on a nonexclusive, indefinite quantity basis, and there is no minimum amount of work required. This Master Agreement was competitively bid.

67. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: JB York Construction, Inc., to provide job order contracting services

Agency: JB York Construction, Inc.

Funds: It is anticipated that total costs under the agreement will exceed \$5,000,000, although the maximum amount is indeterminable at this time. The total contract value, including the renewal periods, is estimated to be \$23,500,000.

Period: January 1, 2020 through January 1, 2022; with two additional 24-month renewal options

Description: A job order contracting agreement. JB York Construction, Inc., will act as a general contractor to provide general and specific construction services for projects on a per-project basis. JB York Construction, Inc., will provide all material, labor, equipment, and services necessary for completion of the project. Services are on a nonexclusive, indefinite quantity basis, and there is no minimum amount of work required. This Master Agreement was competitively bid.

68. Request for Budget Change - U. T. M. D. Anderson Cancer Center: New Hire with Tenure -- amendment to the 2019-2020 budget

The following Request for Budget Change (RBC) has been administratively approved by the Chancellor and the Executive Vice Chancellor for Health Affairs and is recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
<b>Medical Staff</b>					
Department of Radiation Oncology					
Professor					
Percy P. Lee (T)	10/2-8/31	100	12	520,000	10921

69. Logo - U. T. Health Science Center - Tyler: Proposed change of official seal

On February 15, 2018, the U. T. System Board of Regents authorized changes to the U. T. Health Science Center - Tyler doing business as (dba) and logo for its new joint venture partnership with Ardent Health Services to expand its clinical enterprise. As a result of the rebranding effort, the institution's official color palette changed from orange/blue to orange/gray. The proposed color changes to the official seal is to conform with the new brand identity.

The only proposed changes to the seal design are replacing the red, blue, and green with orange (PMS 159 and PMS 160), gray (PMS 432), and white.

**Current**



**Proposed**



## FACILITIES PLANNING AND CONSTRUCTION COMMITTEE

70. Contract (funds going out) - U. T. System: R. L. Townsend & Associates to perform construction audit and miscellaneous audit services

Agency: R. L. Townsend & Associates

Funds: To be paid by U. T. System or the institutions that request services under this Agreement. Services under this Agreement may be requested by U. T. System or any U. T. institution. Contract is being brought forward for Board approval as it is nearing the \$1,000,000 delegation threshold; however, the value is not expected to exceed \$2,500,000 over the potential six-year term.

Period: June 20, 2018 through June 19, 2020; with option to renew for two additional two-year terms

Description: R. L. Townsend & Associates to perform construction audit and miscellaneous audit services on a job order basis. Services were competitively procured. The U. T. System Office of Contracts and Procurement will closely monitor the spend over the life of the agreement.

ADDITIONAL CONSENT AGENDA ITEM  
FINANCE AND PLANNING COMMITTEE  
NOVEMBER 13-14, 2019

Other Fiscal Matters - U. T. System: Approval of authorization to purchase a replacement aircraft and approval of additional supplemental equipment financing for Fiscal Year 2020; and resolution regarding parity debt

The Chancellor and the Executive Vice Chancellor for Business Affairs recommend approval of authorization to purchase a turbofan aircraft. It is also recommended that the Board approve additional supplemental equipment financing for Fiscal Year 2020 for U. T. System Administration, as needed and recommended to the Board following completion of an RFQ process prior to November 14, to finance the acquisition, to be repaid through a combination of sources, including interest income, gifts, other reserves, and proceeds from the sale of the existing aircraft. U. T. System Administration therefore requests that the Board resolve in accordance with Section 5 of the Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System the findings that are stated below:

- parity debt shall be issued to fund all or a portion of the project, including any costs prior to the issuance of such parity debt;
- sufficient funds will be available to meet the financial obligations of the U. T. System, including sufficient Pledged Revenues as defined in the RFS Master Resolution to satisfy the Annual Debt Service Requirements of the Financing System, and to meet all financial obligations of the U. T. System Board of Regents relating to the Financing System;
- U. T. System Administration, which is a “Member” as such term is used in the RFS Master Resolution, possesses the financial capacity to satisfy its direct obligation as defined in the Master Resolution relating to the issuance by the U. T. System Board of Regents of parity debt in an aggregate amount, as needed; and
- this resolution satisfies the official intent requirements set forth in Section 1.150-2 of the *Code of Federal Regulations* that evidences the Board’s intention to reimburse project expenditures with bond proceeds.

The U. T. System currently operates a 2007 King Air 350 purchased in 2008. Although the aircraft has been very reliable over the past 12 years, the Federal Aviation Administration guidelines mandate a major engine overhaul/replacement within approximately two years on this U. T. System-owned aircraft. After extensive analysis, review, and discussion, it has been determined that it is appropriate to replace the aircraft at this time.

With the sale of the existing plane (estimated at \$2.5 million), with use of reserve funds set aside for required engine overhaul of the existing plane in the next fiscal year (\$1.8 million), and with private gifts as needed (estimated at \$1.3 million), the net cost to the U. T. System is estimated not to exceed \$1.0 million. No state appropriated funds will be used for the purchase of this aircraft.

10. **U. T. System: Discussion and appropriate action to enhance funding for development operations at U. T. System institutions to increase philanthropic capacity and support their respective missions by authorizing an allocation of up to .80% (80 basis points) from the market value of the Long Term Fund and related policy issues**

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Business Affairs, the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Health Affairs, the Vice Chancellor and General Counsel, and the Vice Chancellor for External Relations, Communications, and Advancement Services that the U. T. System Board of Regents authorize an allocation of up to .80% (80 basis points) from the market value of the Long Term Fund (LTF) to provide more adequate funding for development operations at U. T. System institutions to substantially increase philanthropic revenue.

#### BACKGROUND INFORMATION

On February 9, 2017, the Board of Regents authorized allocation to U. T. institutions of up to .40% (40 basis points) in addition to the .20% (20 basis points) previously allocated to each institution since 2007, from the market value of each institution's respective shares of the LTF's net asset value, for a total allocation of up to .60%. That allocation (which totaled \$32 million across all 14 institutions last year) was restricted to support fundraising activities, with a special emphasis on enhancing endowment growth, through investments in development personnel, operations, and programs.

Allocations exceeding .20% (20 basis points) were made with the stated expectation that institutions must demonstrate a yield of a 4:1 ratio of new endowment dollars received and pledged to the value of LTF basis points allocated above the base of a three-year average of endowment gifts during fiscal years 2014, 2015, and 2016. Institutions will have to achieve this one time yield to be eligible for the additional .20% (20 basis points), for a total allocation of up to .80% (80 basis points).

Additionally, to be eligible for up to 80 basis points, institutions must have already spent previously awarded LTF allocations and must commit not to use any new LTF allocations to replace institutional funds already used to support development activities.

Institutions may opt in or out of the LTF allocation altogether or apply for some portion of it, up to 80 basis points.

In Fiscal Year 2018, U. T. institutions realized more than \$1.5 billion in gifts, new pledges, and testamentary commitments. Also in Fiscal Year 2018, philanthropic cash available to U. T. institutions for spending during the year was more than \$1.2 billion, including \$735 million in outright gifts and more than \$469 million in endowment distributions held in the LTF or by university-affiliated foundations.

Two-thirds of all public universities in the United States use some type of common mechanism to support philanthropy efforts. All university systems in Texas have gift fees, endowment allocations, or a combination of both. With philanthropy continuing to play an ever-increasing role in supporting institutions' missions and goals, adequate resources to support development office personnel and operations will ensure philanthropy as a source of sustainable revenue.