

Meeting No. 1,200

THE MINUTES OF THE BOARD OF REGENTS
OF
THE UNIVERSITY OF TEXAS SYSTEM

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November 13-14, 2019

Austin, Texas

MEETING NO. 1,200

WEDNESDAY, NOVEMBER 13, 2019.--The members of the Board of Regents of The University of Texas System convened in Standing Committee meetings on Wednesday, November 13, 2019, from 9:33 a.m. – 11:13 a.m. in the Board Room, Second Floor, The University of Texas System Building, 210 West Seventh Street, Austin, Texas.

CONVENE THE BOARD IN OPEN SESSION.--At 11:14 a.m., in accordance with a notice being duly posted with the Secretary of State and there being a quorum present, Chairman Eltife convened the Board in Open Session with the following participation:

ATTENDANCE.--

Present

Chairman Eltife
Vice Chairman Longoria
Vice Chairman Weaver
Regent Beck
Regent Crain
Regent Hicks
Regent Jiles
Regent Perez
Regent Warren
Regent Dominguez, Student Regent, nonvoting

Chairman Eltife formally welcomed new Executive Vice Chancellor for Health Affairs, Dr. John Zerwas to the Board meeting. Dr. Zerwas comes to the U. T. System after distinguished service in the Texas Legislature and as a well-regarded anesthesiologist.

On behalf of the Board, Chairman Eltife thanked Senior Vice Chancellor for Health Affairs Amy Shaw Thomas for her work as interim Executive Vice Chancellor following the departure of Dr. Raymond Greenberg from the position.

1. U. T. Dallas: Recognition of eSports Team for winning National Championship

Chairman Eltife made a presentation to honor the U. T. Dallas eSports Team, which recently earned the institution's first athletics national championship, also in the first year the team was established on campus.

President Benson asked Coach Greg Adler to introduce the eSports team members in attendance at the meeting.

RECESS TO EXECUTIVE SESSION.--At 11:19 a.m., Chairman Eltife recessed the Board to Executive Session in the Board Room pursuant to *Texas Government Code* Sections 551.071, 551.073, and 551.074 to consider the matters listed on the Executive Session agenda. A working lunch was held in the Board Room, Second Floor, The University of Texas System Building.

RECONVENE THE BOARD IN OPEN SESSION TO CONSIDER ACTION, IF ANY, ON EXECUTIVE SESSION ITEMS AND TO RECESS TO COMMITTEE MEETINGS.-- Chairman Eltife reconvened the Board in Open Session in the Board Room at 12:28 p.m.

- 1a. 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

No action was taken on this item.

- 1b. 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

No action was taken on this item.

- 2a. U. T. System Academic Institutions: Discussion and appropriate action regarding proposed negotiated gifts, including potential naming features

Regent Beck made the following motion:

I move that the U. T. System Board of Regents authorize Chancellor Milliken, Vice Chancellor Safady, and President Fenves to conclude negotiations necessary to finalize, approve, and accept gifts and to finalize and execute any agreements with potential naming features for the benefit of U. T. Austin consistent with the terms and conditions outlined and recommended in Executive Session.

The motion was seconded by Vice Chairman Longoria and carried unanimously.

- 2b. U. T. System Health Institutions: Discussion and appropriate action regarding proposed negotiated gifts, including potential naming features

No action was taken on this item.

- 3a. U. T. System: Discussion and appropriate action regarding legal authority to assess and collect tuition and fees

No action was taken on this item.

- 3b. 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)

No action was taken on this item.

COMMITTEE MEETINGS.--At 12:30 p.m., the Board recessed for Committee meetings from 12:30 p.m. to 1:11 p.m.

RECONVENE THE BOARD IN OPEN SESSION.--Chairman Eltife reconvened the Board in Open Session in the Board Room at 1:12 p.m.

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

Representatives of the U. T. System Employee Advisory Council met with the Board of Regents to discuss the Council's work and planned activities. Council members in attendance were:

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

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.

RECESS TO EXECUTIVE SESSION.--At 1:17 p.m., Chairman Eltife recessed the Board to Executive Session in the Board Room pursuant to *Texas Government Code* Sections 551.071, 551.072, and 551.074 to consider the matters listed on the Executive Session agenda, noting that discussion on Item 6(b) would be deferred to the following day. A working lunch was held in the Board Room, Second Floor, The University of Texas System Building.

RECONVENE THE BOARD IN OPEN SESSION TO CONSIDER ACTION, IF ANY, ON EXECUTIVE SESSION ITEMS.--Chairman Eltife reconvened the Board in Open Session in the Board Room at 1:57 p.m.

4a. U. T. System Board of Regents: Discussion with Counsel on pending legal issues

No action was taken on this item.

4b. U. T. System Board of Regents: Discussion and appropriate action regarding legal issues concerning pending legal claims by and against U. T. System

No action was taken on this item.

4c. 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

No action was taken on this item.

5a. 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

Vice Chairman Weaver made the following motion:

I move that the U. T. System Board of Regents take the following actions on behalf of U. T. Austin:

- a. authorize amending the lease to West Austin Youth Association, Inc., located at 1314 Exposition Boulevard, Austin, Travis County, Texas, on terms in accordance with the parameters recommended in Executive Session; and

- b. authorize the Executive Director of Real Estate to execute all documents, instruments, and other agreements, subject to approval of all such documents as to legal form by the Office of General Counsel, and to take all further actions deemed necessary to carry out the purpose and intent of the foregoing actions within the parameters recommended in Executive Session.

I also move that the Board find that

1. such amendment serves a public purpose appropriate to the function of U. T. Austin;
2. the return benefit received by U. T. Austin is adequate; and
3. under the term of the amendment, U. T. Austin will maintain sufficient controls to ensure the public purpose is achieved.

Regent Hicks seconded the motion, which carried unanimously.

- 5b. 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

Regent Crain made the following motion:

I move that the U. T. System Board of Regents take the following actions on behalf of U. T. Southwestern Medical Center:

- a. authorize the lease and option to purchase of 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 on terms in accordance with the parameters outlined in Executive Session; and
- b. authorize the Executive Director of Real Estate to execute all documents, instruments, and other agreements, subject to approval of all such documents as to legal form by the Office of General Counsel, and to take all further actions deemed necessary to carry out the purpose and intent of the foregoing actions within the parameters outlined in Executive Session.

Vice Chairman Longoria seconded the motion, which carried unanimously.

- 6a. 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

No action was taken on this item.

- 6b. U. T. Medical Branch - Galveston: Discussion of individual personnel matters related to presidential search

No action was taken on this item.

RECESS.--The meeting recessed at 2:02 p.m.

THURSDAY, NOVEMBER 14, 2019.--The members of the Board of Regents of The University of Texas System reconvened at 9:04 a.m. on Thursday, November 14, 2019, in the Board Room, Second Floor, The University of Texas System Building, 210 West Seventh Street, Austin, Texas, with the following participation:

ATTENDANCE.--

Present

Chairman Eltife
Vice Chairman Longoria
Vice Chairman Weaver
Regent Beck
Regent Crain
Regent Hicks
Regent Jiles
Regent Perez
Regent Warren
Regent Dominguez, Student Regent, nonvoting

In accordance with a notice being duly posted with the Secretary of State and there being a quorum present, Chairman Eltife called the meeting to order in Open Session.

Chairman Eltife announced that during Open Session under Item 11, the Board will be asked to consider recommended tuition and fee charges and background information related to the proposals is available. He also noted that, because the recommendations include possible changes to designated tuition rates, the Board would allow time to conduct a public hearing prior to any vote.

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

Following comments by Chairman Eltife, the Board approved the following recommendation by acclamation.

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

Chairman Eltife noted the following related to the Consent Agenda:

- Consent Agenda Item 2 requests approval of the award of incentive compensation to Mark A. Houser, Chief Executive Officer of University Lands, consistent with the terms of Mr. Houser’s current employment contract.

In approving this item, the Board is asked to find that award of the performance compensation is in the best interest of the U. T. System.

- Consent Agenda Item 6 requests approval of real estate brokerage and construction services for all U. T. institutions in the greater Houston area. Regents Beck and Jiles will abstain from discussion and vote on this item because of financial interests.
- Consent Agenda Item 7 reports results of the 2019 Group Purchasing Organization Accreditation Program.
- Consent Agenda Items 9 and 45 requests approval of sexual harassment and sexual misconduct policy revisions for U. T. El Paso, U. T. San Antonio, and U. T. Southwestern.
- Consent Agenda Item 40 requests authorization for UTRGV to accept a gift of land and lease space to the Harlingen Consolidated Independent School District.

In approving this item, the Board is asked to approve the findings associated with a public purpose, as recited in the item.

Regent Perez will abstain from discussion and vote on this item because of his school board service.

- Consent Agenda Item 41 requests approval to establish a center for urban ecology with City of McAllen for UTRGV’s future programmed academic and research collaboration uses.
- Consent Agenda Items 53 and 54 have been revised to change the dollar value for each item from \$8 million to \$2.6 million.
- Consent Agenda Item 57 requests approval of terms of Employment Agreement with Dr. Ben Raimer, as Interim President of U. T. Medical Branch – Galveston.

In approving this item, the Board is asked to find that the terms are in the best interest of the U. T. System and UTMB. Appropriate advance notice of this agreement was provided to the Legislative Budget Board.

- The Consent Item on Page 209 seeks authorization for the purchase of an aircraft to replace the current King Air purchased in 2008. The net cost to the U. T. System, after sale of the current plane, use of reserves held for required maintenance on the current plane in the coming year, and use of donor funds raised to support the purchase is estimated at \$1.0 million.

Regent Hicks will abstain from discussion and vote on this item due to financial interests.

The Board then approved the Consent Agenda, which is set forth on Pages 111 - 209.

In approving the Consent Agenda, the Board expressly authorized that any contracts or other documents or instruments approved therein may be executed by the appropriate officials of the respective University of Texas institution involved.

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)

The Board approved the following recommendation:

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.

Rule 40403 (Fees for Continuing Education and Self-Supporting Courses), which is being deleted from the Regents' *Rules and Regulations*, is set forth below.

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 amendments to Regents' Rules and Regulations, Rule 60202 (Endowed Academic Positions)

In response to Chairman Eltife's call for questions, Regent Jiles commented that the Board controls approximately 3000 academic endowments with a market value of \$3 billion and with annual distribution of \$140 million. He noted the benefit provided by the proposed additional flexibility in the use of those funds, but recommended that faculty be provided sufficient time to plan for the possible use of portions of endowment distributions to provide salary support. He suggested that the Board require institutional policies be clear regarding the portion of the distributions that may be used to provide faculty salary support and provide an appropriate amount of time for implementation to allow endowed faculty to prepare for the changes in how the endowment earnings will be used. Finally, Regent Jiles noted that the U. T. System endowment program is outstanding.

Chairman Eltife invited comments from the Faculty Advisory Council, and past chair Dr. Dan Cavanagh echoed the comments from Regent Jiles, noting concerns from the faculty regarding 1) allowing individual institutions to have discretion as to whether they allow endowment distributions to supplant, rather than supplement, salaries and 2) having sufficient time to prepare for any such change.

The Board then approved the following amendment as recommended:

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. 24 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. 42 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, distributions 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 Chair/Professorship academic position~~ for a specified length of time. the remainder of his or her employment, or for a term of years, and Tthe 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

Chairman Eltife called on Executive Vice Chancellor Leslie for comment. Dr. Leslie explained that the requested funds would support both tenured and non-tenured faculty to participate in the ACUE program in effective teaching practice. He described the two successful pilot projects conducted by U. T. System and U. T. El Paso and noted the program is part of U. T. System's continued efforts to support and advance student success.

In response to a question from Vice Chairman Longoria regarding evidence based teaching, Dr. Rebecca Karoff, Associate Vice Chancellor for Academic Affairs, explained that evidence is created through this course on effective teaching practices using assessment to determine the impact on student learning. She reported that the faculty collect the evidence along with the ACUE program staff and these courses can be transformed based on the data collected improving student performance and course completion rates.

Regent Crain asked about the data collected and if it is filtered to the ACUE national database. Dr. Karoff responded that data will only be transmitted as aggregated data.

The Board then approved the following recommendation:

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 announced Regent Perez would abstain from discussion and vote regarding the Early College High School Facility at U. T. Rio Grande Valley due to his school board service. Following comments from Chancellor Milliken, Regent Jiles asked about the relationship between the South Campus Research Building projects for U. T. Health Science Center - Houston and U. T. M. D. Anderson Cancer Center and the TMC3 project. Chancellor Milliken responded that those projects were included to highlight for the Board recent allocations. He added that the Board and U. T. System are fully committed to TMC3 and those funds are allocated but not yet ready to be used. Dr. Zerwas further explained that these two building projects are intended for separate but, related initiatives.

In response to a question from Regent Dominguez, Chancellor Milliken explained that the institutional presidents reported the highest priority projects and in every case these recommendations were made on the basis of those selections and the Board's criteria for evaluating PUF expenditures. Executive Vice Chancellor Leslie added that in terms of the process, each year the institutions provide a 5-year plan for student success and institutional advancement, including capital projects. He further explained that the capital project needs exceed the available funds but that the list of recommendations represent those critical needs for each institution to use those available resources strategically.

The Board then approved the Permanent University Fund (PUF) funding recommendations as set forth on the following page. Additional background information is available on Pages 24 to 30.

**PUF Funding Recommendations
(October 31, 2019)**

Institution	Project	Total Cost	PUF Request	Previously Allocated PUF	Recommended PUF Funding
Current Requests					
UT Arlington	School of Social Work & CoNHI	\$ 76,000,000	\$ 72,200,000	\$ -	\$ 60,000,000
UT Austin	Chemical & Petroleum Engineering Renovation	210,000,000	140,000,000	-	120,000,000
UT Dallas	Translational Biomedical Engineering & Science Building ¹	120,000,000	60,000,000	-	50,000,000
UT El Paso	Center for Advanced Manufacturing & Aerospace	100,000,000	100,000,000	-	70,000,000
UT Permian Basin	New Access/Ingress Roadway at FM 1788	3,000,000	3,000,000	-	3,000,000
UT RGV	School of Medicine Vivarium & Office Building	8,920,000	8,920,000	-	8,920,000
UT RGV	UTRGV/HCISD Early College High School Facility	15,000,000	8,000,000	-	8,000,000
UT San Antonio	College of Business	146,250,000	93,000,000	-	-
UT Tyler	Advanced Nursing & Health Sciences Complex	50,000,000	50,000,000	-	35,000,000
UT HSC Houston	South Campus Research and Educational Building	200,000,000	100,000,000	-	-
UT HSC San Antonio	Multi-Specialty Research Hospital	387,000,000	100,000,000	-	80,000,000
UT HSC Tyler	Graduate Medical Education & Resident Teaching Facility	70,000,000	70,000,000	-	60,000,000
UT MB Galveston	Community Education & Clinic Building (Phase 1) - League City	91,000,000	75,000,000	-	-
UT MD Anderson	South Campus Research Building 5	430,000,000	100,000,000	-	-
UT Southwestern	Translational Biomedical Engineering & Science Building ¹	60,000,000	60,000,000	-	40,000,000
Past Funding					
UT San Antonio	National Security Collaboration Center & School of Data Science	90,000,000	70,000,000	70,000,000	-
UT HSC Houston	Houston Research Building ²	136,000,000	30,000,000	30,000,000	-
UT MB Galveston	John Sealy Modernization Ph. III	54,000,000	15,000,000	15,000,000	-
UT MD Anderson	TMC3 ²	73,000,000	73,000,000	73,000,000	-
Total		\$ 2,057,170,000	\$ 1,110,120,000	\$ 70,000,000	\$ 534,920,000

November 14, 2019 Meeting of the U. T. System Board of Regents – Meeting of the Board

¹ Joint project between UT Dallas and UT Southwestern - total project cost - \$120 million.

² Joint project between UT MD Anderson and UT HSC-Houston - total project cost -\$209 million.

PUF Funding Recommendations FY 2020

Academic and Health Institutions

Academic Institutions

The University of Texas at Arlington

Project A: School of Social Work & CoNHI

Project Cost: \$76,000,000 **PUF Request:** \$72,200,000 **PUF Recommended:** \$60,000,000

Rationale: This project is President Karbhari’s highest priority and addresses among the greatest strategic priorities at UTA. The importance of UTA’s programs in nursing and social work cannot be overstated, and the need of Texas for more well-trained professionals in these fields is clear. The project meets the criteria established in Regents’ Rules and Regulations, Rule 80303, Section 3.1.

Project Purpose: In order to address significant safety issues in existing facilities and to continue addressing workforce needs in the state, The University of Texas at Arlington seeks to construct a 150,000 gsf academic building, designated as Academic Building 03 on the 2007 Campus Master Plan. The new building will serve the School of Social Work and the College of Nursing and Health Innovation, and be located adjacent to Pickard Hall and allow CoNHI’s “Smart Hospital”, which is currently in a temporary modular building, circa 2002, to move to a permanent home. The new building will be a mixture of conventional classrooms, Smart Hospital teaching labs, faculty offices, support staff offices, student workspace, study space, storage space, and typical infrastructure space.

The University of Texas at Austin

Project A: Chemical and Petroleum Engineering Building

Project Cost: \$210,000,000 **PUF Request:** \$140,000,000 **PUF Recommended:** \$120,000,000

Rationale: The project is President Fennes’ highest strategic priority and is central to UT Austin’s goal to advance the institution as a premier public research university through the retention and recruitment of leading faculty. The project meets the criteria in Regents’ Rules and Regulations, Rule 80303, Section 3.1.

Project Purpose:

1. Significant infrastructure replacement/repair is needed requiring the building to be fully vacated
2. While building is vacant, the lab floors will be renovated to a modern lab layout which will almost double the research capacity, adding 19-24 PI’s without having to build a new lab building
3. Cost for swing space is unknown. A lab study is getting underway to explore options

PUF Funding Recommendations FY 2020

Academic and Health Institutions

The University of Texas at Dallas

Project A: Build out and equipment of a Translational Biomedical Engineering and Science Bldg.

Project Cost: \$120,000,000 **PUF Request:** \$60,000,000 **PUF Recommended:** \$50,000,000

Rationale: This project is President Benson’s highest strategic priority. It establishes a joint, new initiative with UT Southwestern that will create new undergraduate and graduate program opportunities for students and benefit both UT Dallas and UT Southwestern in advancing their research innovation and education missions. It represents an important collaboration that neither institution could accomplish alone. The project meets the criteria established in Regents’ Rules and Regulations, Rule 80303, Section 3.1.

Purpose: In partnership with UT Southwestern; UT Dallas and UT Southwestern Medical Center are requesting Permanent University Fund support for the construction of a Translational Biomedical Engineering and Sciences Building, a \$120 million, 150,000 to 180,000 gross square feet (90,000-110,000 assignable square feet) research facility that will accelerate the translation of biomedical technologies from ideas to treatment.

The University of Texas at El Paso

Project A: Center for Advanced Manufacturing and Aerospace

Project Cost: \$100,000,000 **PUF Request:** \$100,000,000 **PUF Recommended:** \$70,000,000

Rationale: This project is President Wilson’s highest priority and addresses her strategic vision for the campus, building on the strengths of the institution and in the region. The space will bring together research groups currently spread across campus to faster synergies. It will establish Advanced Manufacturing as a centerpiece for the research and innovation mission at UTEP as well as creating new and expanded research and education opportunities for UTEP undergraduate and graduate students. The project meets the criteria established in Regents’ Rules and Regulations, Rule 80303, Section 3.1.

Purpose: Funding is requested for construction of 138,000 gross square foot purpose-built dry research space to house the UTEP Center for Advanced Manufacturing and Aerospace. The funding would provide 75,000 net assignable square feet based on projected costs of \$585 - \$651 per square feet in construction costs. This will significantly expand UTEP’s capacity to develop a highly skilled engineering and science workforce and provide state-of-the-art research infrastructure in advanced manufacturing and aerospace.

PUF Funding Recommendations FY 2020

Academic and Health Institutions

The University of Texas Permian Basin

Project A: New Access/Ingress Roadway at FM 1788

Project Cost: \$3,000,000 **PUF Request:** \$3,000,000 **PUF Recommended:** \$3,000,000

Rationale: This project is President Woodley’s highest priority, the project represents a vitally important safety/emergency request for the Midland UTPB campus. This new entrance is necessary to establish a new, safe entrance for the current campus as well as for future expansion. The project meets the criteria established in Regents’ Rules and Regulations, Rule 80303, Section 3.1.

Purpose: Emergency Request: High traffic generation at main campus entrance caused by new truck center on adjacent property. Request for traffic signal was denied by TxDot. Need to re-align entrance by approximately 1,000 feet, including acquiring easement from adjacent property owners. Student and employee safety from existing roadway under the new conditions is a critical concern.

The University of Texas Rio Grande Valley

Project A: SOM - STDOI New Vivarium

Project Cost: \$8,920,000 **PUF Request:** \$8,920,000 **PUF Recommended:** \$8,920,000

Rationale: This project is President Bailey’s highest priority. The Vivarium will be located on the Brownsville campus, and will advance the research mission of UTRGV, specifically for the South Texas Diabetes and Obesity Institute, a premier research institute conducting research on issues that directly impact the population of the Valley. The project is integral to its institutional strategy. The project meets the criteria established in Regents’ Rules and Regulations, Rule 80303, Section 3.1.

Purpose: Current vivarium space is at full capacity. The vivarium facility is needed to support new, grant funded research (currently at more than \$35 million and growing) as well as additional office space for researchers, some currently housed in trailers. It is at the center of UTRGV’s research needs and the development of a Ph.D. program in Human Genetics.

Project B: UTRGV/HCISD Early College HS/College Facility

Project Cost: \$15,000,000 **PUF Request:** \$8,000,000 **PUF Recommended:** \$8,000,000

Rationale: This building is co-listed as President Bailey’s highest strategic priority. Creating new models and pathways for education opportunities and student success are core priorities of UTRGV and the Board.

PUF Funding Recommendations FY 2020

Academic and Health Institutions

Purpose: UTRGV P3 partnership with the City of Harlingen and the Harlingen Consolidated Independent School District (Total Project \$15,000,000) to create an early college High School/College classroom facility. The current Early College High School operates in leased space owned by Texas State Technical College (TSTC). TSTC has indicated that they will not renew the lease and there is no other adequate space for lease in the Harlingen area, where the new building will be constructed. The project meets the criteria established in Regents’ Rules and Regulations, Rule 80303, Section 3.1.

The University of Texas at Tyler

Project: Advanced Nursing and Health Sciences Complex

Project Cost: \$50,000,000 **PUF Request:** \$50,000,000 **PUF Recommended:** \$35,000,000

Rationale: This project is President Tidwell’s highest priority, and could be more strategically important to East Texas as increased health education and workforce preparation. The facility will significantly enhance both the quality and capacity for nursing education at UT Tyler. It will include enhanced teaching facilities, collaborative study space, and a large simulation hospital centered on caring for patients with acute and chronic diseases. This state-of-the-art facility will be an important centerpiece for collaborative, interprofessional education and health care. The project meets the criteria established in Regents’ Rules and Regulations, Rule 80303, Section 3.1.

Purpose: Funding Request totaling \$50M for a new Advanced Nursing and Health Sciences Complex including enhanced teaching facilities, collaborative study space, and a large simulation hospital focused on caring for patients with acute and chronic diseases, high tech childbirth simulations, surgery, intensive care, emergency care, and healthcare delivery for Tyler's growing geriatric population. Request includes funding for new facility, furniture/fixtures, and resources to upgrade the physical plant to supply the new facility.

Health Institutions

The University of Texas Southwestern Medical Center

Project: Translational Biomedical Engineering & Science Building

Project Cost: \$60,000,000 **PUF Request:** \$60,000,000 **PUF Recommended:** \$40,000,000

Rationale: This project is President Podolsky’s highest priority. The project is a strategic use of PUF allocations and supports the institution’s 2018-2024 Six-Year Strategic Plan goals to enhance and reinvent clinical operations and health services research, support educational quality improvement, and support a forward-looking curriculum. It provides an opportunity to leverage the strength of two UT campuses. The project meets the criteria established in Regents’ Rules and Regulations, Rule 80303, Section 3.1.

PUF Funding Recommendations FY 2020

Academic and Health Institutions

Purpose: This joint \$120 million request from UTSW and UT Dallas is to entirely fund 180,000 gross square foot Translational and Biomedical Engineering and Science Building as collaborative translational research space for the newly created joint Department of Biomedical Engineering. This well-leverages UT health and academic assets and expertise.

The University of Texas Health Science Center at San Antonio

Project: Multi-Specialty Research Hospital

Project Cost: \$387,000,000

PUF Request: \$100,000,000

PUF Recommended: \$80,000,000

Rationale: This project is President Henrich’s highest strategic priority. It is a high strategic use of PUF allocations and supports the institution’s 2018-2022 Strategic Plan goals to educate a diverse student body, engage in research, provide compassionate and culturally proficient health care, and engage the community to improve health. This investment is leveraged significantly with institutional and private funds, and positions the campus for future strength and success. The project meets the criteria established in Regents’ Rules and Regulations, Rule 80303, Section 3.1.

Purpose: To fund a transformative project that best repositions the institution for significant advancement and increased competitiveness. The estimated \$387 million 132-bed project requires PUF bond proceeds, along with RFS debt, philanthropy, and local funds, to proceed.

The University of Texas Health Science Center at Tyler

Project: Graduate Medical Education and Resident Teaching Clinics Building

Project Cost: \$70,000,000

PUF Request: \$70,000,000

PUF Recommended: \$60,000,000

Rationale: This project is President Calhoun’s highest priority. The project is the key strategy to implement the institution’s 2019-2024 Strategic Plan goals to improve the health outcomes of East Texas, educate the next generation of health professionals, and to strengthen core infrastructure and high-quality resources. The project meets the criteria established in Regents’ Rules and Regulations, Rule 80303, Section 3.1.

Purpose: To construct a GME and Resident Teaching Clinics Building that is needed to expand core residency programs and comply with ACGME requirements. Proceeding with the project is necessary to maximize the use of federal funds within the 5-year window (Virgin Hospital status), and to support

PUF Funding Recommendations FY 2020

Academic and Health Institutions

GME in the newly expanded health system with Ardent. The institution will contribute \$5 million to the project. The expected timing of the joint UT research building is not known.

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

The Board approved the following recommendation:

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.

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

The Board approved the following recommendation:

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.

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

Chairman Eltife called on Chancellor Milliken for comments regarding tuition and fee proposals for FY 2021 and 2022 for the academic institutions. Chancellor Milliken explained the consultation process for determining the necessary and appropriate tuition rates for the next two years. He noted the need to maintain affordability for Texas students and their families and to also allow the institutions to provide the best quality education possible. In addition, U. T. System continues to look for ways to reduce costs and gain efficiencies in operations. Timing for this process was based on providing the maximum amount of time for students and families to plan. The Chancellor recommended an overall tuition rate increase at a 2.6% rate of inflation based on the higher education price index for institutions across the country for 2020 and 2021. He explained a one-time increase of 7% for the institutions participating in the four-year guarantee rate plan and noted there will also be changes to differential tuition rates for specific programs.

Regent Beck asked if the academic institutions are required to raise tuition or have flexibility in applying the tuition increase. Chancellor Milliken explained that all academic institutions will increase tuition as recommended to the Board.

Regent Jiles asked about the impact of a tuition increase on low income families. Chairman Eltife noted that more federal and state grants would cover these increases for low income families. Vice Chairman Longoria commented that the Texas public institutions are still a great bargain compared to peer institutions.

Regent Perez asked how these increases will impact graduate students in terms of student recruitment and retention. Chancellor Milliken responded that the tuition rates for both undergraduates and graduates are quite competitive nationally but an issue could be the level of support for those graduate students within the specific program and institution, which can vary as determined by the institutions. Dr. Leslie addressed the importance of graduate student education and challenges to recruiting the top students.

Although not supporting the recommended increases, Regent Dominguez suggested that students be more active in seeking financial aid and urged fellow students to contact the financial aid offices. He also commented that bold initiatives are important to make education affordable for all and he challenged all institutions to remain accountable to the people of Texas following approval of any increases.

Chairman Eltife confirmed that accountability is important to the Board and noted that the U. T. System is implementing a 5-year financial plan requirement for each institution to determine the impact of tuition. Vice Chairman Longoria commented that periodic reports to the Board on student success and graduation rates have been helpful to determine how funds are being utilized to assure student success and institutional accountability.

Chairman Eltife announced an opportunity for public comment but there were no requests to speak on this item.

The Board approved the following recommendation:

RECOMMENDATION

Tuition and fee proposals for the U. T. System academic institutions are set out for discussion. These recommended rates reflect a 2.6% inflation adjustment to the Total Academic Charges, based on the Commonfund Institute's Higher Education Price Index (HEPI) for all academic institutions' variable rate plans for FY 2021, plus stated mandatory fee increases and adjustments to differential tuition rates for professional programs. A proposed 7.0% adjustment to guaranteed rate plans is also proposed.

- U. T. Arlington, Pages 35 - 36
- U. T. Austin, Pages 37 - 38
- U. T. Dallas, Pages 39 - 40
- U. T. El Paso, Pages 41 - 43
- U. T. Permian Basin, Pages 44 - 45
- U. T. Rio Grande Valley, Pages 46 - 48
- U. T. San Antonio, Pages 49 - 51
- U. T. Tyler, Pages 52 - 53

Each institutional proposal details how the institution will use the revenue generated from the proposed increases in advancing strategic priority areas such as student success and support, faculty support, and technology and infrastructure upgrades.

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. Arlington

FALL 2020 and
FALL 2021

Summary of Proposed Variable (“Traditional”) Rate Plan Increases

	Fall 2019 Total Academic Charges	Fall 2020 - % Increase over Fall 2019 Total Academic Charges	Fall 2021 - % Increase over Fall 2020 Total Academic Charges
Resident Undergraduate	\$5,520	2.6%	2.6%
Non-Resident Undergraduate	\$14,065	2.6%	2.6%
Resident Graduate	\$5,124	2.6%	2.6%
Non-Resident Graduate	\$11,491	2.6%	2.6%

Total Academic Charge is a weighted average of the tuition, mandatory fees, and college/course fee assessed to an undergraduate student taking 15 semester credit hours (SCH) and a graduate student taking nine SCH. It does not include textbook or other education-related costs not directly tied to institutional charges. Fall 2021 increases will be based on the greater of 2.6% or the 2020 Higher Education Price Index.

Summary of Proposed Guaranteed Rate Plan Increases

	Total Academic Charges for Fall 2019 Entering Cohort	Fall 2020 - % Increase over Fall 2019 Total Academic Charges	Fall 2021 - % Increase over Fall 2020 Total Academic Charges
Resident Undergraduate	\$6,210	7.0%	7.0%
Non-Resident Undergraduate	\$14,594	7.0%	7.0%
Resident Graduate	NA	NA	NA
Non-Resident Graduate	NA	NA	NA

A 7.0% increase is based on a 2.6% adjustment over the rate of the prior entering cohort plus 4.4% to help absorb inflation over the remaining three years a student is locked into the rate.

In addition to the 2.6% increase to the variable rate plan and the 7.0% increase to the guaranteed rate plan, the following differential tuition and mandatory fee increases are being proposed.

Summary of Proposed Differential Tuition Increases for Undergraduate Majors

	Fall 2019 Differential Tuition Rates	Proposed Fall 2020 Differential Tuition	Proposed Fall 2021 Differential Tuition
College of Engineering	\$19 per SCH	\$22 per SCH	\$25 per SCH
College of Nursing & Health	\$22 per SCH	\$25 per SCH	\$28 per SCH

Differential tuition represents additional designated tuition charges assessed to certain students in certain colleges or majors.

Summary of Proposed Differential Tuition Increases for Graduate Majors

	Fall 2019 Differential Tuition Rates	Proposed Fall 2020 Differential Tuition	Proposed Fall 2021 Differential Tuition
College of Engineering	\$31 per SCH	\$36 per SCH	\$41 per SCH
College of Nursing & Health	\$96 per SCH	\$101 per SCH	\$106 per SCH

Differential tuition represents additional designated tuition charges assessed to certain students in certain colleges or majors.

Summary of Proposed Mandatory Fee Increases

	Fall 2019 Baseline	Proposed Fall 2020 Rate	Proposed Fall 2021 Rate
Technology Fee	\$34.18 per SCH	\$36.10 per SCH	\$37.90 per SCH

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. Arlington

FALL 2020 and
FALL 2021**Uses of Net New Tuition and Fee Revenue**

Strategic Cost Increases	Description	FY 2021 Investments	FY 2022 Investments
Student Success	Advising, Retention, Graduation Support, and Graduate Student Support	\$1,105,000	\$1,105,000
Student Support	Testing, tutoring, disability services, assistance programs	\$681,710	\$681,710
Faculty Support	Faculty and Staff Excellence	\$4,488,000	\$4,488,000
Technology / Infrastructure	Technology and infrastructure projects	\$1,375,000	\$1,375,000

These strategic increases are related to the success of students at U. T. Arlington. Additional positions will be added in support of student progression and graduation in the areas of advising, tutoring, testing, and other student support functions. Faculty and staff excellence funding will be focused on recruiting and retaining the best faculty and staff possible in support of our mission. Technology and infrastructure projects are focused on upgrades to the campus to provide a safe and supportive learning environment.

Administrative Efficiencies and Cost Reduction Measures

U. T. Arlington continuously focuses both centrally and within units to identify areas where expenses can be reduced and greater efficiencies achieved through well thought-out actions keeping the focus on enabling a very high-quality education at an affordable cost. Steps are taken through the year leading to cost savings, cost avoidance, sustainability, and reinvestment. Some key examples are provided below:

- Facilities focuses on energy conservation through both better design of new facilities and incorporation of energy-saving mechanisms during renovations as well as through the use of LED lighting, constant volume to variable volume air handling units (AHUs), and installation of energy-efficient chillers and exhaust fans. The Energy Cost Index (ECI, cost per square foot) continues to be one of the lowest among the U. T. System institutions and has maintained a favorable trend since 2015, decreasing from \$2.02 to \$1.54 in 2018. Savings accrued are used in a prioritized fashion to address maintenance needs and renovations to upgrade academic spaces.
- Through a restructuring within information technology (IT) that led to consolidation of personnel and re-evaluation of some outsourced services in campus operations, savings of over \$250,000/year have already been achieved.
- Facilities management carefully evaluates each project undertaken and many minor construction projects are now completed in-house, resulting in savings of 50% of the estimated costs if done externally, resulting in annual savings of about \$0.5 million, which is then expended in maintenance and upgrade of academic areas.
- In order to enhance and supplement services provided by the U. T. Arlington Police Department—especially as related to records management, Victim Services, and services to enhance U. T. Arlington’s response ability for violence against women—U. T. Arlington Police Department has secured external funding totaling approximately \$1.5 million, enabling these services to be provided without cost to the campus from existing resources. Close partnerships between U. T. Arlington Police Department and Student Affairs as well as some colleges result in further enhancements to campus support through leveraging and synergy.
- The shuttle service that used to be run internally was outsourced after deliberate review, saving about \$330,000 annually. In addition, partnerships with neighborhood developments for student housing yield additional revenue of about \$150,000, which is used to augment the shuttle service, keeping U. T. Arlington’s transportation fee one of the lowest in the comparison group.

Aspects such as the ones above have enabled U. T. Arlington to continue to perform at a very high level using best business practices while ensuring a world-class education to students in a Carnegie R-1 research environment at an affordable cost.

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. Austin

FALL 2020 and
FALL 2021

Summary of Proposed Variable (“Traditional”) Rate Plan Increases

	Fall 2019 Total Academic Charges	Fall 2020 - % Increase over Fall 2019 Total Academic Charges	Fall 2021 - % Increase over Fall 2020 Total Academic Charges
Resident Undergraduate	\$5,440	2.6%	2.6%
Non-Resident Undergraduate	\$19,307	2.6%	2.6%
Resident Graduate	\$4,893	0.0%	0.0%
Non-Resident Graduate	\$9,495	0.0%	0.0%

Total Academic Charge is a weighted average of the tuition, mandatory fees, and college/course fee assessed to an undergraduate student taking 12+ semester credit hours (SCH) and a graduate student taking nine SCH. It does not include textbook or other education-related costs not directly tied to institutional charges. Fall 2021 increases will be based on the greater of 2.6% or the 2020 Higher Education Price Index. Please note that U. T. Austin does not propose to increase graduate resident/non-resident tuition rates during this cycle.

Conversion of Incidental Fees to Designated Tuition

As part of its tuition and fees proposal, U. T. Austin is also seeking approval to permanently convert legacy incidental fees to designated tuition. In Fall 2005, U. T. Austin transitioned to flat-rate tuition (though variable across schools). Included in flat-rate tuition are legacy incidental fees approved prior to implementation of the new tuition regime. Total legacy fee amounts are based on 2004-2005 estimated revenue levels with units required to utilize funds for their original stated purpose, even when technological, pedagogical, or other changing needs require alternative approaches to student services/support. In 2018-2019 and 2019-2020, with the approval of U. T. System, the University piloted a process for a one-time conversion of legacy incidental fees to designated tuition allowing greater budgetary flexibility. U. T. Austin requests approval to permanently convert legacy incidental fees to designated tuition.

Summary of Proposed Guaranteed Rate Plan Increases

	Total Academic Charges for Fall 2019 Entering Cohort	Fall 2020 - % Increase over Fall 2019 Total Academic Charges	Fall 2021 - % Increase over Fall 2020 Total Academic Charges
Resident Undergraduate	\$5,841	7.0%	7.0%
Non-Resident Undergraduate	\$20,208	7.0%	7.0%
Resident Graduate	NA	NA	NA
Non-Resident Graduate	NA	NA	NA

A 7.0% increase is based on a 2.6% adjustment over the rate of the prior entering cohort plus 4.4% to help absorb inflation over the remaining three years a student is locked into the rate.

In addition to the 2.6% increase to the variable rate plan and the 7.0% increase to the guaranteed rate plan, the following differential tuition increases and mandatory fee adjustments are being proposed.

Summary of Proposed Differential Tuition Increases for Undergraduate Majors

	Fall 2019 Differential Tuition Rates	Proposed Fall 2020 Differential Tuition	Proposed Fall 2021 Differential Tuition
McCombs School of Business	\$0	\$550	\$550
Cockrell School of Engineering	\$0	\$550	\$550
College of Natural Sciences	\$0	\$250	\$250

Differential tuition represents additional designated tuition charges assessed to certain students in certain colleges or majors. The charges listed above are based on a student enrolled in 15 SCH.

Summary of Proposed Annual Tuition and Fees Increases for Professional Programs

	AY 2019-2020 Rates	AY 2020-2021 Rates	AY 2021-2022 Rates
MPA – Resident	\$23,378	\$24,078	\$24,800
MPA – Non-Resident	\$39,132	\$40,306	\$41,514
MBA – Resident	\$49,534	\$51,020	\$52,550
MBA – Non-Resident	\$54,924	\$56,572	\$58,268
Executive/Evening MBA – Resident	\$22,256	\$22,924	\$23,612
Executive/Evening MBA – Non-Resident	\$30,908	\$31,834	\$32,790
International MBA – Resident	\$30,554	\$31,470	\$32,414
International MBA – Non-Resident	\$50,468	\$51,982	\$53,540

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. Austin

FALL 2020 and
FALL 2021**Summary of Proposed Mandatory Fee Adjustments**

In 2020-2021, U. T. Austin will retire a portion of the International Education Fee – a mandatory student fee. The original fee of \$1 per semester was authorized by student referendum in 1998 and established by the Texas Legislature during the 1989 session. In 1999, a new fee of \$2 per semester was authorized by student referendum to establish an international education endowment. By agreement with student government, the new fee is to be retired once the endowment is valued at \$4 million for two consecutive years. This test was met on August 31, 2019. The original fee of \$1 per semester will remain in effect.

Uses of Net New Tuition and Fee Revenue

Revenue is projected to increase by \$22.5 million in 2020-2021, and \$24.5 million in 2021-2022. Simply keeping pace with cost escalation requires additional annual recurring revenue of approximately \$45 million.

Operating Cost Increases	Description	FY 2021 Investments	FY 2022 Investments
	Salaries, Benefits, Utilities, and Energy costs	\$8,500,000	\$10,500,000

Additional tuition revenues will be focused on two key institutional priorities that are aligned with the core mission: (1) advancing student success and support; and (2) improving campus-wide classroom and Wi-Fi technology access.

Strategic Cost Increases	Description	FY 2021 Investments	FY 2022 Investments
Student Success	Student Success Initiatives	\$3,500,000	\$3,500,000
Student Support	Student Support Initiatives (Mental Health, Transportation)	\$5,000,000	\$5,000,000
Technology / Infrastructure	Campus-wide Classroom & WI-FI Technology Investments	\$5,500,000	\$5,500,000

Administrative Efficiencies and Cost Reduction Measures

Briefly describe your efforts to offset the need for tuition increases through administrative efficiencies and cost reduction measures.

According to the Texas Higher Education Coordinating Board's institutional accountability system, administrative cost ratios at U. T. Austin are the lowest among U. T. System academic institutions and the third lowest of all universities in the state. President Gregory L. Fenves is committed to continued improvement in institutional effectiveness and efficiency, including the strategic reallocation of existing resources to advance the university's core mission. Toward that end, the University has implemented several initiatives to improve efficiency including:

- Beginning in 2016, U. T. Austin launched a thorough assessment of administrative and operational space utilization, with the aim of improving the allocation of central campus space to advance the core educational and research mission and improve operational effectiveness and efficiency. As of June 2019, the campus released 250,000 of core campus space for academic use. This yielded a total of \$200 million in cost avoidance by renovation and improved space utilization vs. new construction.
- In Spring 2017, President Fenves announced a reduction of \$20 million to the core academic budget of the University. These cuts were largely targeted toward administrative costs in the colleges, schools, and the central administration.
- In Fall 2018, U. T. Austin deployed Workday, a cloud-based enterprise system for human resources and payroll, which replaced a 1980's homegrown system. The conversion was completed for less than \$73 million, on par with or less than what large research universities have expended on enterprise system conversions. Workday replaced dozens of other applications and aging technologies to provide U. T. Austin employees with a single system with a modern user interface.
- Over the next five years, U. T. Austin will continue to analyze and improve the distribution of student financial aid, to improve equity in the distribution of aid, and improve overall affordability. The use of evidence-based financial aid strategies will be expanded, including incentive-based aid to help support student success, drawing on lessons learned from national benchmarks and U. T. Austin's University Leadership Network (ULN).

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. Dallas

FALL 2020 and
FALL 2021

Summary of Proposed Variable (“Traditional”) Rate Plan Increases

	Fall 2019 Total Academic Charges	Fall 2020 - % Increase over Fall 2019 Total Academic Charges	Fall 2021 - % Increase over Fall 2020 Total Academic Charges
Resident Undergraduate	\$7,065	2.6%	2.6%
Non-Resident Undergraduate	\$19,428	2.6%	2.6%
Resident Graduate	\$7,572	2.6%	2.6%
Non-Resident Graduate	\$14,533	2.6%	2.6%

Total Academic Charge is a weighted average of the tuition, mandatory fees, and college/course fee assessed to an undergraduate student taking 15 semester credit hours (SCH) and a graduate student taking nine SCH. It does not include textbook or other education-related costs not directly tied to institutional charges. Fall 2021 increases will be based on the greater of 2.6% or the 2020 Higher Education Price Index.

Summary of Proposed Guaranteed Rate Plan Increases

	Total Academic Charges for Fall 2019 Entering Cohort	Fall 2020 - % Increase over Fall 2019 Total Academic Charges	Fall 2021 - % Increase over Fall 2020 Total Academic Charges
Resident Undergraduate	\$7,299	7.0%	7.0%
Non-Resident Undergraduate	\$20,064	7.0%	7.0%
Resident Graduate	\$7,811	7.0%	7.0%
Non-Resident Graduate	\$14,996	7.0%	7.0%

A 7.0% increase is based on a 2.6% adjustment over the rate of the prior entering cohort plus 4.4% to help absorb inflation over the remaining three years a student is locked into the rate.

In addition to the 2.6% increase to the variable rate plan and the 7.0% increase to the guaranteed rate plan, the following differential tuition and mandatory fee increases are being proposed.

Summary of Proposed Differential Tuition Increases for Undergraduate Majors

	Fall 2019 Differential Tuition Rates	Proposed Fall 2020 Differential Tuition	Proposed Fall 2021 Differential Tuition
Arts Technology and Emerging Communications	\$600	\$675	\$750
Erik Johnson School of Engineering and CS	\$750	\$975	\$1,050
Naveen Jindal School of Management	\$750	\$825	\$900

Differential tuition represents additional designated tuition charges assessed to certain students in certain colleges or majors. The charges listed above are based on an undergraduate student enrolled in 15 SCH. Students pay the same amount of differential tuition regardless of whether they enroll in the variable rate or guaranteed rate plan.

Summary of Proposed Differential Tuition Increases for Graduate Majors

	Fall 2019 Differential Tuition Rates	Proposed Fall 2020 Differential Tuition	Proposed Fall 2021 Differential Tuition
Erik Johnson School of Engineering and CS	\$675	\$765	\$855

Differential tuition represents additional designated tuition charges assessed to certain students in certain colleges or majors. The charges listed above are based on a graduate student enrolled in 9 SCH. Students pay the same amount of differential tuition regardless of whether they enroll in the variable rate or guaranteed rate plan.

Summary of Proposed Mandatory Fee Increases

	Fall 2019 Baseline	Proposed Fall 2020 Rate	Proposed Fall 2021 Rate
Medical Services Fee	\$37.73 per semester	\$41.50 per semester	\$45.60 per semester
Advising Fee (Undergraduate)	\$45 + \$20 per SCH	\$20 + \$20 per SCH	\$20 + \$20 per SCH
Advising Fee (Graduate)	\$125 per semester	\$20 + \$20 per SCH	\$20 + \$20 per SCH
Information Technology Fee	\$35 + \$30 per SCH	\$35 + \$35 per SCH	\$35 + \$40 per SCH
Instructional Infrastructure	\$18 per SCH	\$20 per SCH	\$21 per SCH
Library Services Fee	\$14 per SCH	\$14.50 per SCH	\$14.50 per SCH

Undergraduate and graduate advising fees are being aligned at the same rates.

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. Dallas

FALL 2020 and
FALL 2021**Uses of Net New Tuition and Fee Revenue**

Operating Cost Increases	Description	FY 2021 Investments	FY 2022 Investments
	2% annual merit increase program (includes benefits)	\$4,200,000	\$4,300,000
	Inflationary growth of expenditures	\$900,000	
	Increased employee benefits (TRS)		\$500,000
TOTAL		\$5,100,000	\$4,800,000

Strategic Cost Increases	Description	FY 2021 Investments	FY 2022 Investments
Student Success	Increase tenured and tenure-track faculty to 710 by Fall 2023 (includes benefits) (30 incremental hires per year)	\$6,000,000	\$6,400,000
	Advising Fee: Expand academic advising and Orbit - Student Success initiative	\$790,000	\$600,000
Student Support	Student facility expansion/renovation/construction (student union, arts and performance complex, and athletic programs)	\$0	\$1,500,000
	Instructional Infrastructure Fee: Enhance classroom technology, classroom and teaching lab upgrades, and renovations and modifications	\$1,250,000	\$1,250,000
	Medical Services Fee: Increase the number of personal counseling sessions available to students	\$70,000	\$145,000
	Library Fee: Address the rapidly rising cost of subscriptions	\$300,000	\$300,000
	Faculty startup costs associated with faculty hiring	\$2,500,000	
Technology / Infrastructure	Information Technology Fee: Information Technology Infrastructure maintenance, upgrades, and expansion	\$2,300,000	\$3,400,000
TOTAL		\$13,210,000	\$13,595,000

Administrative Efficiencies and Cost Reduction Measures

U. T. Dallas will reallocate 1.0% of the FY 2020 centrally allocated budget (approximately \$5.5 million) to fund student success and faculty support initiatives in FY 2021. This process may be repeated for FY 2022. In addition, U. T. Dallas will utilize revenue generated through the proposed U. T. System Shared Information Services business services contract and, in FY 2022, U. T. Dallas will begin collecting a 7% assessment on all Texas Research Incentive Program (TRIP) funds received from the state to support university infrastructure and strategic plan priorities.

These cost savings and reallocation measures, and others in development, will be coupled with the proposed tuition and fee increases to provide critical funding necessary to continue U. T. Dallas's remarkable expansion.

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. El Paso

FALL 2020 and
FALL 2021

Summary of Proposed Variable (“Traditional”) Rate Plan Increases

	Fall 2019 Total Academic Charges	Fall 2020 - % Increase over Fall 2019 Total Academic Charges	Fall 2021 - % Increase over Fall 2020 Total Academic Charges
Resident Undergraduate	\$4,681.89	2.6%	2.6%
Non-Resident Undergraduate	\$12,214.31	2.6%	2.6%
Resident Graduate	\$3,435.23	2.6%	2.6%
Non-Resident Graduate	\$8,070.05	2.6%	2.6%

Total Academic Charge is a weighted average of the tuition, mandatory fees, and college/course fee assessed to an undergraduate student taking 15 semester credit hours (SCH) and a graduate student taking nine SCH. It does not include textbook or other education-related costs not directly tied to institutional charges. Fall 2021 increases will be based on the greater of 2.6% or the 2020 Higher Education Price Index.

Summary of Proposed Guaranteed Rate Plan Increases

	Total Academic Charges for Fall 2019 Entering Cohort	Fall 2020 - % Increase over Fall 2019 Total Academic Charges	Fall 2021 - % Increase over Fall 2020 Total Academic Charges
Resident Undergraduate	\$5,197.34	7.0%	7.0%
Non-Resident Undergraduate	NA	NA	NA
Resident Graduate	NA	NA	NA
Non-Resident Graduate	NA	NA	NA

A 7.0% increase is based on a 2.6% adjustment over the rate of the prior entering cohort plus 4.4% to help absorb inflation over the remaining three years a student is locked into the rate.

In addition to the 2.6% increase to the variable rate plan and the 7.0% increase to the guaranteed rate plan, the following professional program tuition and mandatory fee increases are being proposed.

Summary of Proposed Annual Tuition and Fees Increases for Professional Programs

	AY 2019-2020 Rates	AY 2020-2021 Rates	AY 2021-2022 Rates
Pharmacy Program Resident	\$18,074.00	\$18,427.20	\$18,793.20
Pharmacy Program Non-Resident	\$38,673.20	\$39,283.20	\$40,477.20

Summary of Proposed Mandatory Fee Increases

	Fall 2019 Baseline	Proposed Fall 2020 Rate	Proposed Fall 2021 Rate
Student Service Fee	\$17.50/SCH	\$19.00/SCH	\$20.50/SCH

The Student Service Fee is capped at 12 SCH.

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. El Paso

FALL 2020 and
FALL 2021

Uses of Net New Tuition and Fee Revenue

Operating Cost Increases	Description	Year 1 - New Net Revenue Dedicated to Initiative	Year 2 - New Net Revenue Dedicated to Initiative
	Employee Benefit Increases	\$345,000	\$360,000
	Tenure and Promotion	\$209,000	\$209,000
	Student Tuition Exemption Increases	\$600,000	\$600,000
	Student Health Insurance	\$175,000	\$194,250

Strategic Cost Increases	Description	Year 1 - New Net Revenue Dedicated to Initiative	Year 2 - New Net Revenue Dedicated to Initiative
Student Success and Support	Advising and Student Success Efforts: Enhancements made to U. T. El Paso's advising and student support programs have resulted in significant improvements in retention and student success. In Fall 2019, the undergraduate retention rate hit 77%, while in Fall 2018 it was 69%. In 2018-2019 the University awarded a record number of degrees, surpassing 5,000. Student engagement continues to grow on the U. T. El Paso campus, as demonstrated in the most recent administration of the National Survey on Student Engagement (NSSE). U. T. El Paso's first year and senior year students outpace the U. T. System's overall rates and the Carnegie Class comparison and the entire NSSE pool of institutions in the categories of involvement in one high-impact practice and involvement in two or more high-impact practices.	\$259,000	\$259,000
	Student Services Fee Investment: An increase in the Student Service Fee provides additional resources to maintain the momentum experienced after the launch of the U. T. El Paso Edge and will also be strategically allocated towards several key student success/service areas such as Counseling and Psychological Services, student well-being initiatives, and leadership development programming	\$817,660	\$825,836
Faculty/Staff Support	New Faculty Recruits: U. T. El Paso's recent classification as a Carnegie R1 University is the result of highly engaged faculty members who have demonstrated a commitment to innovative research, quality instruction, and student engagement. Over the next two years, the campus is expected to conduct highly intentional faculty hiring in areas of strategic importance to leverage our strengths and increase innovative interdisciplinary collaboration. The University continues to build out its full complement of Ph.D. programs, and has developed plans to grow current core faculty in strategically identified new areas of potential national distinction.	\$500,000	\$500,000
	Faculty/Staff Merit, Equity/Compression, and Indirect Cost Recovery Increases: Faculty retention is also becoming a major issue in the increasingly intense competition for talent, where highly effective and productive U. T. El Paso faculty	\$2,359,342	\$2,230,871

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. El Paso

FALL 2020 and
FALL 2021

	members are actively recruited by other, and often better-resourced, institutions.		
Technology / Infrastructure	Interdisciplinary Research Building: Scheduled to open in 2020, U. T. El Paso's new Interdisciplinary Research Building is an innovative facility that will provide critical space for researchers, students, and faculty to address some of society's big issues. The \$90 million+ building has approximately 150,000 square foot of research and collaborative space. Costs associated with the staffing, maintenance, and upkeep of the building are included in U. T. El Paso's FY 2021 and FY 2022 budget and reflect substantial strategic investment in campus infrastructure.	\$731,859	\$1,052,270
	Data Science Doctoral Program Facility Renovation: Final approval for a new doctoral program in Data Science is expected within the next year and will require seed funding to renovate administrative and support space. This will increase the number of doctoral programs at U. T. El Paso to 23.	\$380,000	\$100,000

Operating Cost Increases

Operating and strategic cost increases are expected to total approximately \$6,376,861 in FY 2021 and \$6,331,227 in FY 2022. Most of the operating cost increases are in nondiscretionary areas such as employee benefits, student health insurance premiums, unfunded student exemptions, and faculty tenure and promotion commitments. To cover these increases and key strategic investments, U. T. El Paso's budget strategy includes a reduction to the current year's operating budget (~\$2.0 million) in addition to the proposed increases (~\$4.3 million per year).

Administrative Efficiencies and Cost Reduction Measures

Aggressive alignment of the University's access mission and corresponding tuition and fee strategies has been one of the keys to U. T. El Paso's progress in achieving its 21st century research university vision. The University has been committed to improving institutional efficiency and productivity while keeping costs as low as possible to remain an affordable option to the students served in the region.

Using aggressive conservation strategies, U. T. El Paso has reduced costs in energy, operations, and maintenance. Despite an approximate 11% increase in the size of the campus physical plant, a 13.4% growth in student enrollment, and a 25% growth in externally-funded research between 2011 and 2018, there has been a 6.6% reduction in total energy usage, resulting in a corresponding cost decrease of approximately 30% between 2011 and 2018. Continuous analyses of efficiencies and effectiveness have led to initiatives such as hybrid outsourcing that provide flexible solutions in pursuit of optimization. The results of these efforts are reflected in the low administrative cost as percentage of the total operating budget, which was 7.97% in fiscal year 2018. Utilizing a committee of University managers and decision-makers, U. T. El Paso also continues to closely monitor all vacant positions through a comprehensive review of all staff vacancies.

Academic and administrative units are also currently reviewing additional budgetary and cost-saving reductions that could be utilized to reduce base budgets. Adjustments are needed to reflect current enrollment patterns and anticipated increases in fixed operating costs and prioritized strategic investments.

Going forward, U. T. El Paso will continue to pursue the development of innovative organizational structures and business processes to achieve more effective and efficient academic program delivery and student support services. The efficient deployment of human capital and management of resources—including utility upgrades, effective use of technology and information, enhanced auxiliary services, and strategic acquisition and management of real estate holdings—will be critical to U. T. El Paso's goal of providing accessible, affordable, and high-quality educational opportunities to residents of this region and beyond.

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. Permian Basin

FALL 2020 and
FALL 2021**Summary of Proposed Variable (“Traditional”) Rate Plan Increases**

	Fall 2019 Total Academic Charges	Fall 2020 - % Increase over Fall 2019 Total Academic Charges	Fall 2021 - % Increase over Fall 2020 Total Academic Charges
Resident Undergraduate	\$4,678.44	2.6%	2.6%
Non-Resident Undergraduate	\$11,008.44	2.6%	2.6%
Resident Graduate	\$3,348.75	2.6%	2.6%
Non-Resident Graduate	\$7,146.75	2.6%	2.6%

Total Academic Charge is a weighted average of the tuition, mandatory fees, and college/course fee assessed to an undergraduate student taking 15 semester credit hours (SCH) and a graduate student taking nine SCH. It does not include textbook or other education-related costs not directly tied to institutional charges. Fall 2021 increases will be based on the greater of 2.6% or the 2020 Higher Education Price Index.

Summary of Proposed Guaranteed Rate Plan Increases

	Total Academic Charges for Fall 2019 Entering Cohort	Fall 2020 - % Increase over Fall 2019 Total Academic Charges	Fall 2021 - % Increase over Fall 2020 Total Academic Charges
Resident Undergraduate	\$4,678.44	7.0%	7.0%
Non-Resident Undergraduate	NA	NA	NA
Resident Graduate	NA	NA	NA
Non-Resident Graduate	NA	NA	NA

A 7.0% increase is based on a 2.6% adjustment over the rate of the prior entering cohort plus 4.4% to help absorb inflation over the remaining three years a student is locked into the rate.

In addition to the 2.6% increase to the variable rate plan and the 7.0% increase to the guaranteed rate plan, the following mandatory fee increases are being proposed.

Summary of Proposed Mandatory Fee Increases

	Fall 2019 Baseline	Proposed Fall 2020 Rate	Proposed Fall 2021 Rate
Technology Fee (per SCH)	\$10.50	\$19.50	\$25.50
Advising Fee (per semester)	\$20.00	\$35.00	\$35.00
Library Fee (per SCH)	\$7.00	\$9.00	\$9.00

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. Permian Basin

FALL 2020 and
FALL 2021**Uses of Net New Tuition and Fee Revenue**

Operating Cost Increases	Description	FY 2021 Investments	FY 2022 Investments
	Technology Fee Investments: SAS access licensing, business analysis, and new technology positions such as network engineer, computer services specialists, additional business analysts, and director of project management.	\$384,000	\$256,000
	Library Fee Investments: Gaps have been identified between available funding for professional librarian salaries and market salaries needed to attract high-quality candidates. Several critical positions were vacant and upgraded in terms of salary this year from reserve funds. New funds are needed to continue offering high-quality librarian services and expertise.	\$252,000	
	Ongoing consultant contracts, including Ruffalo Noel Levitz, Stamats, etc. In addition, faculty and staff positions previously funded from bridge funding provided by U. T. System must now be included in the main operating budget.	\$346,860	\$498,320

Strategic Cost Increases	Description	FY 2021 Investments	FY 2022 Investments
Student Success	Advising Fee Investments: Needed to continue the strong academic advising system we were able to implement with bridge funding provided by U. T. System.	\$218,750	
Student Support	Enhanced technology and support in student information systems, labs, and other student programs.	\$200,000	\$100,000
Faculty Support	Pay raises over next two years for faculty and staff. Prior to FY 2020, raises had not been provided in four years. These market increases are necessary to attract and retain quality faculty and staff.	\$600,000	\$550,000
	Market salary study to analyze existing faculty and staff salaries.	\$75,000	
Technology / Infrastructure	Annual funding needed for computer and server refresh.	\$550,000	\$400,000

Administrative Efficiencies and Cost Reduction Measures

U. T. Permian Basin will continue to properly leverage all of its existing revenues and resources while managing the unique challenges faced in our economy. The cost of recruiting and retaining high-quality employees to U. T. Permian Basin is higher than normal due to the regional economic climate. Therefore, we are increasing our efforts on employee retention through initiatives such as annual merit increases and conversion of unused student housing to temporary staff housing in an effort to reduce these costs. By doing so, we are able to keep our request for tuition and fee increases to a minimum.

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. Rio Grande Valley

FALL 2020 and
FALL 2021

Note: U. T. Rio Grande Valley does not offer a variable (“traditional”) rate plan. Upon enrollment, all students are locked into a guaranteed rate plan.

Summary of Proposed Guaranteed Rate Plan Increases

	Total Academic Charges for Fall 2019 Entering Cohort	Fall 2020 - % Increase over Fall 2019 Total Academic Charges	Fall 2021 - % Increase over Fall 2020 Total Academic Charges
Resident Undergraduate	\$4,068	7.0%	7.0%
Non-Resident Undergraduate	\$10,398	7.0%	7.0%
Resident Graduate	\$3,564	7.0%	7.0%
Non-Resident Graduate	\$7,362	7.0%	7.0%

Total Academic Charge is a weighted average of the tuition, mandatory fees, and college/course fees assessed to an undergraduate student taking 15 semester credit hours (SCH) and a graduate student taking nine SCH. The 7.0% increase for resident undergraduates is based on a 2.6% adjustment over the rate of the prior entering cohort plus 4.4% to help absorb inflation over the remaining three years a student is locked into the rate. Differential tuition is not included in the Fall 2019 base shown above.

In addition to the 7.0% increase, the following differential tuition and mandatory fee increases are being proposed.

Summary of Proposed Differential Tuition Increases for Undergraduate Majors

	Fall 2019 Differential Tuition Rates	Proposed Fall 2020 Differential Tuition	Proposed Fall 2021 Differential Tuition
Business and Entrepreneurship	\$20	\$30	\$30
Engineering and Computer Science	\$20	\$50	\$50
Nursing	\$0	\$30	\$30

Differential tuition represents additional designated tuition charges assessed to certain students in certain colleges or majors. Charges shown are assessed on a per SCH basis for upper-level courses only and are capped at 12 hours per term. As rates are guaranteed, increases apply starting with new college entrants.

Summary of Proposed Differential Tuition Increases for Graduate Majors

	Fall 2019 Differential Tuition Rates	Proposed Fall 2020 Differential Tuition	Proposed Fall 2021 Differential Tuition
Business and Entrepreneurship	\$20	\$30	\$30
Engineering and Computer Science	\$20	\$50	\$50
Nursing	\$0	\$20	\$20
Physician Assistant Studies	\$20	\$25	\$25

Differential tuition represents additional designated tuition charges assessed to certain students in certain colleges or majors. Charges shown are assessed on a per SCH basis and are capped at 12 hours per term. As rates are guaranteed, increases will apply starting with new graduate program entrants.

Summary of Proposed Annual Tuition and Fee Increases for Medical Students

	AY 2019-2020 Rates	AY 2020-2021 Rates	AY 2021-2022 Rates
Resident – Year 1 or 2	\$18,298	\$19,639	\$19,639
Resident – Year 3 or 4	\$18,298	\$19,139	\$19,139
Non-Resident – Year 1 or 2	\$31,398	\$32,739	\$32,739
Non-Resident – Year 3 or 4	\$31,398	\$32,239	\$32,239

Rates shown include the university services fee based on a 24-hour annual full-time equivalency but do not include student health insurance premiums which are subject to annual change. Medical student tuition and fee rates are not guaranteed.

Summary of Proposed Mandatory Fee Increases

	Fall 2019 Baseline	Proposed Fall 2020 Rate	Proposed Fall 2021 Rate
University Services Fee	\$29.10 per SCH	\$38.10 per SCH	\$38.10 per SCH

The University Services Fee will remain capped at 12 credit hours per semester.

Tuition for Repeated Undergraduate Hours - This surcharge applies only to resident undergraduates and serves both to discourage repeated coursework and to offset lost formula funding. At U. T. Rio Grande Valley, this “threepeat” charge is billed starting with the third course attempt. To strengthen this incentive and encourage timely graduation, the surcharge per SCH is proposed to be increased from \$150 to \$250.

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. Rio Grande Valley

FALL 2020 and
FALL 2021

Uses of Net New Tuition and Fee Revenue

Operating Cost Increases	Description	FY 2021 Investments	FY 2022 Investments
	Instructional Support: Differential tuition increases are proposed to help offset the high costs to deliver certain programs. Cost increases have especially burdened the engineering and nursing fields.	\$75,801	\$39,462
	Medical Education: Increases in medical student tuition and fees, which have remained unchanged since the inception of U. T. Rio Grande Valley, are requested to help offset inflation and to address clinical skills assessments.	\$227,064	\$0

Strategic Cost Increases	Description	FY 2021 Investments	FY 2022 Investments
Student Success	<p>Academic advising enhancement: The proposed increase in the University Services Fee will help fund 16 additional advisors as the initial phase of an expansion of academic advising. Currently the institution has 550 students per advisor; a ratio of 350 students per advisor is sought. In addition, a differentiated advising and student support model would be implemented to address the needs of different colleges and student subgroups. This model is a strategy proven to produce student success and retention as well as improve timely graduation.</p> <p>In addition, U. T. Rio Grande Valley is committed to student success as demonstrated in the Strategic Plan's Core Priorities. The goal, "Support our students in achieving their academic goals in a timely manner and reaching their professional aspirations through excellent integrated learning experiences both in and out of the classroom", is evidence of the institution's commitment. The institution is focused on increasing fall to fall retention and timely progress to degree completion through proven high impact strategies such as differentiated advising, peer-led team learning, and student employment.</p>	\$1,377,326	\$1,219,170
Student Support	<p>Strategic retention investments: The University is increasing its commitment to provide merit scholarships to attract and retain the best students. Funding for the U. T. Rio Grande Valley Scholars program is being increased by \$1.35 million in FY 2021 to expand coverage from 200 students to an estimated 437 students. An additional expansion is planned for FY 2022. These investments will be critical to maintaining affordability, especially for students who may not qualify for need-based aid and will ultimately help improve timely graduation.</p> <p>In addition, U. T. Rio Grande Valley is augmenting its low-income tuition program. Specifically, the U. T. Rio Grande Valley Tuition Advantage grant will be available starting the Fall 2020 semester to guarantee that Texas resident undergraduates with need and family incomes of \$75,000 or less would not face out-of-pocket expenses for tuition and mandatory fees. Finally, additional funding will be committed to the student employment strategy that is proving to have a substantial positive impact on retention and progress to degree completion.</p>	\$1,345,480	\$1,137,372
	Transportation services: A robust transportation infrastructure is critical for bridging U. T. Rio Grande Valley's distributed multi-campus structure and ensure all students have reliable access to the courses and activities needed to attain their education goals. Many students utilize the regularly scheduled Vaquero Express bus transportation between the Brownsville and Edinburg main academic campuses. Additional routes link the Harlingen campus and various satellite facilities throughout the Rio Grande	\$116,649	\$126,375

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. Rio Grande Valley

FALL 2020 and
FALL 2021

	Valley. The proposed changes to the university services fee will help offset the growing cost of maintaining and enhancing this system.		
Faculty Support	Faculty salary program: The University is introducing a comprehensive faculty salary program to address merit, market equity, compression, and inversion issues in a consistent and systematic manner. Being able to attract and retain high-quality faculty is essential for accreditation and for fulfilling strategic education and research goals, including attainment of emerging research institution status. Retention of high-quality faculty will enrich the learning experience and foster student success.	\$568,314	\$1,729,817
Staff Support	Staff merit and market equity program: The University is introducing a multi-year plan to address staff salary adjustments in a consistent, predictable, and systematic manner. This will help support employee morale and ensure that U. T. Rio Grande Valley is seen as an attractive, competitive, and sought-after employer.	\$453,298	\$1,114,119
Educational Opportunities	<p>New Program Development: One of the keys to recruiting and retaining students is offering the programs that fit their needs. Growth in program offerings, including online programs, not only supports student access and success, but helps extend the university's reach well beyond the Rio Grande Valley. This fusion of local, national, and international perspectives both enrich the educational experience and prepare the University for emerging research status. New programs are evaluated based on return on investment, projected impacts on enrollment and retention, and alignment with core competencies.</p> <p>In closing, U. T. Rio Grande Valley is steadily transforming higher education along with growing access to health services and developing a robust research presence. The investments being made will improve the standard of living for this traditionally economically disadvantaged region and provide the opportunities that will help attract and retain talent. U. T. Rio Grande Valley's ranking of 1st in Texas and 17th nationally for social mobility (<i>U.S. News & World Report</i>) is indicative both of early success and of enormous potential. U. T. Rio Grande Valley is one of America's Best Value Colleges 2019 (<i>Forbes</i>), and the investments outlined in this proposal will support and sustain this distinction.</p>	\$291,624	\$315,937

Administrative Efficiencies and Cost Reduction Measures

In its fifth fiscal year of operation, U. T. Rio Grande Valley continues to seek opportunities to achieve operational efficiencies and cost reductions. These efforts are critical to functioning effectively on a total academic cost that remains among the lowest in the state. This effort has contributed to a reduction in the administrative cost ratio from 8.01% for FY 2018 to 7.44% for FY 2019, the third consecutive year with a decrease in this measure. In addition, the hiring freeze first put in place in FY 2018 will continue until further notice. While certain positions critical for student success, retention, and campus safety are exempt, continuing this policy will allow salary savings to be redirected toward areas of greatest need and will help ensure that only the most critical positions are filled. In turn, this will help reduce the level of tuition increases requested.

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. San Antonio

FALL 2020 and
FALL 2021

Summary of Proposed Variable (“Traditional”) Rate Plan Increases

	Fall 2019 Total Academic Charges	Fall 2020 - % Increase over Fall 2019 Total Academic Charges	Fall 2021 - % Increase over Fall 2020 Total Academic Charges
Resident Undergraduate	\$5,146	2.6%	2.6%
Non-Resident Undergraduate	\$12,747	2.6%	2.6%
Resident Graduate	\$4,440	2.6%	2.6%
Non-Resident Graduate	\$13,204	2.6%	2.6%

Total Academic Charge is a weighted average of the tuition, mandatory fees, and college/course fee assessed to an undergraduate student taking 15 semester credit hours (SCH) and a graduate student taking nine SCH. It does not include textbook or other education-related costs not directly tied to institutional charges. Fall 2021 increases will be based on the greater of 2.6% or the 2020 Higher Education Price Index.

Summary of Proposed Guaranteed Rate Plan Increases

	Total Academic Charges for Fall 2019 Entering Cohort	Fall 2020 - % Increase over Fall 2019 Total Academic Charges	Fall 2021 - % Increase over Fall 2020 Total Academic Charges
Resident Undergraduate	\$5,499	7.0%	7.0%
Non-Resident Undergraduate	\$13,103	7.0%	7.0%
Resident Graduate	NA	NA	NA
Non-Resident Graduate	NA	NA	NA

A 7.0% increase is based on a 2.6% adjustment over the rate of the prior entering cohort plus 4.4% to help absorb inflation over the remaining three years a student is locked into the rate.

In addition to the 2.6% increase to the variable rate plan and the 7.0% increase to the guaranteed rate plan, the following differential tuition and mandatory fee increases are being proposed.

Summary of Proposed Differential Tuition Increases for Undergraduate Majors

	Fall 2019 Differential Tuition Rates	Proposed Fall 2020 Differential Tuition	Proposed Fall 2021 Differential Tuition
College of Sciences	\$0	\$750	\$750

Differential tuition represents additional designated tuition charges assessed to certain students in certain colleges or majors. Differential Tuition is based on a student enrolled in 15 SCH.

Summary of Proposed Differential Tuition Increases for Graduate Majors

	Fall 2019 Differential Tuition Rates	Proposed Fall 2020 Differential Tuition	Proposed Fall 2021 Differential Tuition
College of Sciences	\$0	\$450	\$450

Differential tuition represents additional designated tuition charges assessed to certain students in certain colleges or majors. Differential Tuition is based on a student enrolled in 9 SCH.

Summary of Proposed Mandatory Fee Increases (15 SCH)

	Fall 2019 Baseline	Proposed Fall 2020 Rate	Proposed Fall 2021 Rate
Advising Fee	\$120.00	\$130.80	\$130.80
Technology Solutions Fee (name change from Automated Services Fee)	\$336.00	\$360.00	\$384.00
Library Resources Fee	\$210.00	\$240.00	\$255.00
Medical Services Fee	\$32.70	\$32.70	\$34.25
Student Data Management Fee	\$10.00	\$15.00	\$15.00
Teaching & Learning Center Fee	\$5.00	\$8.50	\$10.00
Transportation Fee	\$20.00	\$35.00	\$35.00

The Transportation fee increase is contingent on student approval. U. T. San Antonio is requesting the Advising fee be expanded to include application to graduate students. U. T. San Antonio is requesting a name change on the Automated Services Fee to the Technology Solutions Fee to better reflect its utilization in keeping the university's technology infrastructure and its support team functioning.

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. San Antonio

FALL 2020 and
FALL 2021**Uses of Net New Tuition and Fee Revenue**

Operating Cost Increases	Description	FY 2021 Investments	FY 2022 Investments
	Annual Faculty and Staff Merit Increases	\$1,400,000	\$1,450,000
	Benefit Increases	\$1,000,000	\$1,000,000
	Transportation Fee to cover operational increases	\$ 805,000	\$0
	Utility Increases	\$ 500,000	\$ 500,000
	Deferred Maintenance	\$ 500,000	\$ 500,000

Strategic Cost Increases	Description	FY 2021 Investments	FY 2022 Investments
Student Success	Graduate Student Initiative: Investments for additional graduate assistants will support increased recitations and other didactic instructional support to improve undergraduate learning, academic success, and deepen course engagement.	\$ 500,000	\$1,000,000
	College of Science Differential Tuition: Investments will support college specific student success services to enable timely graduation and successful degree completion.	\$ 370,000	\$0
	Advising: This fee increase will fund additional academic advisors, a new retention specialist position to provide outreach and assistance to high-priority/high-need students, as well as support for students experiencing barriers to registration and graduation. This fee will be expanded to include application to graduate students to improve recruitment and retention by providing value-added skills training and career preparedness for the full range of employment settings (e.g. industry).	\$1,480,000	
	Student Recruitment and Enrollment: Investments will be made in staff support in enrollment management and financial aid, as well as funding for additional undergraduate and graduate recruitment marketing.	\$1,298,000	\$ 800,000
	Student Data Management Fee: This increase will support updated Automated Student Access Program (ASAP) capabilities; improved processing times for transcripts and test scores, as well as ensure accuracy and protection of student data, automated PDF transcript and document processing.	\$ 268,000	
	Math as a Foundation for Student Success Initiative: Leveraging the data gained from the U. T. System supported grant piloting “flipped” pedagogy for mathematics instruction, funding will enable institutionalization of successful interventions and further refinement of pedagogy and supports shown to accelerate mathematics competency critical to student success and degree completion.	\$1,000,000	
	Student Support	Financial Aid: New investments in programs to increase access to higher education for financially disadvantaged students through additional student aid for families less than or equal to San Antonio median income.	\$ 500,000
	Medical Services: Expanded programs and services for students such as a hygiene dispensary, flu vaccine	\$0	\$ 83,000

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. San Antonio

FALL 2020 and
FALL 2021

	campaign, STI testing, and preexposure prophylaxis program.		
Faculty Support	Faculty Support: Investments in high-quality instruction to deliver exceptional common core and introductory courses for all units and students at the University. This will allow for attendant support to expand instruction capabilities and student learning.	\$1,000,000	\$0
	Teaching and Learning: Increases to this fee will enable professional development and staff support for faculty to promote the adoption of high-impact classroom pedagogy and methods to boost student engagement in the 21st century learning environment.	\$ 187,000	\$ 81,000
Technology / Infrastructure	Strategic Enrollment Information System: Upgrades and increased annual costs for various information systems.	\$ 412,000	
	Library: Increases to the Library Resources fee will enable extended library hours, space optimization, and cover increased costs to maintain a current level of material collections, and an investment in an additional open educational resource (OER) platform to reduce student costs.	\$1,520,000	\$ 760,000
	Technology Solutions: The proposed increase to the Technology Solutions Fee (formerly Automated Services Fee) will fund upgrades to aging “backbone” infrastructure susceptible to outages and provide a dependable system for registration, degree planning, classroom support, and security of infrastructure, as well as an easy-to-access ticketing system and student support.	\$1,243,000	\$1,243,000

Administrative Efficiencies and Cost Reduction Measures

With the growth in activity in both student success and research initiatives at U. T. San Antonio, there is a greater need to increase the operational efficiencies to meet and exceed performance expectations with limited resources. Increasing operational efficiencies in the area of academic and administrative support allows more resources to be directed to faculty recruitment and student success. The following operational efficiencies were recently implemented:

- Incentivized Resource Model (IRM) - The new IRM model further aligns with the evolving mission of the University and better connects decision-making responsibilities with the investment of financial resources.
- Reorganization of Academic Affairs.
- Shared Service Centers - Shared service centers are deployed for a variety of reasons: to reduce costs, increase the quality and professionalism of support processes, and increase efficiencies.
- Operational Excellence Initiative - The Technology Infrastructure Task Force will work to assess and remediate gaps in the current infrastructure based on the University Technology Solutions portfolio.
- The Streamlining Business Services Task Force will focus on making administrative processes, systems, and infrastructure seamless and efficient to enable and support the university’s vision. Recognizing the efficiencies gained through retaining excellent staff, the Engaging Exceptional Staff and Faculty Task Force will develop a strategic plan to enhance U. T. San Antonio’s efforts to support and retain staff and faculty through recognition programs, professional development, and change management tools

Summary of Proposed Tuition and Mandatory Fee Increases: U. T. Tyler

FALL 2020 and
FALL 2021

Summary of Proposed Variable (“Traditional”) Rate Plan Increases

	Fall 2019 Total Academic Charges	Fall 2020 - % Increase over Fall 2019 Total Academic Charges	Fall 2021 - % Increase over Fall 2020 Total Academic Charges
Resident Undergraduate	\$4,491	2.6%	2.6%
Non-Resident Undergraduate	\$11,601	2.6%	2.6%
Resident Graduate	\$3,896	2.6%	2.6%
Non-Resident Graduate	\$8,135	2.6%	2.6%

Total Academic Charge is a weighted average of the tuition, mandatory fees, and college/course fee assessed to an undergraduate student taking 15 semester credit hours (SCH) and a graduate student taking nine SCH. It does not include textbook or other education-related costs not directly tied to institutional charges. Fall 2021 increases will be based on the greater of 2.6% or the 2020 Higher Education Price Index.

Summary of Proposed Guaranteed Rate Plan Increases

	Total Academic Charges for Fall 2019 Entering Cohort	Fall 2020 - % Increase over Fall 2019 Total Academic Charges	Fall 2021 - % Increase over Fall 2020 Total Academic Charges
Resident Undergraduate	\$4,971	7.0%	7.0%
Non-Resident Undergraduate	\$11,976	7.0%	7.0%
Resident Graduate	NA	NA	NA
Non-Resident Graduate	NA	NA	NA

A 7.0% increase is based on a 2.6% adjustment over the rate of the prior entering cohort plus 4.4% to help absorb inflation over the remaining three years a student is locked into the rate.

In addition to the 2.6% increase to the variable rate plan and the 7.0% increase to the guaranteed rate plan, the following differential tuition and mandatory fee increases are being proposed.

Summary of Proposed Differential Tuition Increases for Undergraduate Majors

	Fall 2019 Differential Tuition Rates	Proposed Fall 2020 Differential Tuition	Proposed Fall 2021 Differential Tuition
Business/Technology	\$300	\$375	\$450
Engineering	\$300	\$375	\$450
Nursing	\$300	\$375	\$450

Differential tuition represents additional designated tuition charges assessed to certain students in certain colleges or majors. The charges listed above are based on an Undergraduate student enrolled in 15 SCHs (upper level courses) and apply to students enrolled in the Variable or the Guaranteed Tuition Plan.

Summary of Proposed Differential Tuition Increases for Graduate Majors

	Fall 2019 Differential Tuition Rates	Proposed Fall 2020 Differential Tuition	Proposed Fall 2021 Differential Tuition
Business/Technology	\$180	\$225	\$270
Engineering	\$180	\$225	\$270
Nursing	\$180	\$225	\$270

Differential tuition represents additional designated tuition charges assessed to certain students in certain colleges or majors. The charges listed above are based on a Graduate student enrolled in nine SCHs.

Summary of Proposed Mandatory Fee Increases (15 SCH)

	Fall 2019 Baseline	Proposed Fall 2020 Rate	Proposed Fall 2021 Rate
Instructional Support Fee	\$270	\$300	\$330
Technology Fee (per semester)	\$144	\$150	\$160
Athletic Fee*	\$240	\$270	\$300
Medical Services Fee (per semester)	\$36	\$40	\$45
Recreation Center Fee* (per semester)	\$40	\$55	\$70

*Contingent on student approval.

Uses of Net New Tuition and Fee Revenue

Operating Cost Increases	Description	FY 2021 Investments	FY 2022 Investments
	Operating cost increases will be funded through enrollment growth		
Strategic Cost Increases	Description	FY 2021 Investments	FY 2022 Investments
Student Success	Increased team travel expenses and coaching staff salaries associated with transition to NCAA DII.	\$438,000	\$438,000
	Recreational Center facilities upgrades and program expansion.	\$300,000	\$300,000
	Expanded classroom and laboratory support, including student teaching and lab assistants, as well as classroom technology upgrades and increasing software licenses.	\$450,000	\$450,000
	Increased student medical services costs.	\$85,000	\$106,000
	Increased student aid (Presidential Fellows).	\$1,000,000	\$1,000,000
Faculty Support	New faculty lines to support new and expanded academic programs (salaries plus benefits).	\$980,000	\$850,000
Technology / Infrastructure	Establish a campus-wide computer refresh program.	\$130,000	\$220,000
	Establish a deferred maintenance reserve.	\$200,000	\$250,000

Administrative Efficiencies and Cost Reduction Measures

A soft hiring freeze on all positions remains in place to encourage top administrators to evaluate thoroughly organizational and talent needs as well as to maintain focus on strategic initiatives. In some cases, improvements in efficiency through the expansion of technology allow the elimination of budgeted positions and the reallocation of a portion of the salary savings to fund needed equity adjustments for other positions.

The Provost and Vice President for Academic Affairs have completed a thorough review of faculty workloads and continues to work with Faculty Senate, Deans, and Department Chairs to devise strategies to more efficiently deploy the University's faculty resources.

The University consistently takes measures to control costs and leverage scale for improvements in efficiency, effectiveness, and to yield cost savings. U. T. Tyler continues to work with the U. T. System and member institutions to leverage procurement buying power.

STANDING COMMITTEE RECOMMENDATIONS AND REPORTS.--At 9:50 a.m., Chairman Eltife announced the Board would hear the reports and recommendations of the Standing Committees, which are set forth on Pages 55 - 106.

REPORT OF THE AUDIT, COMPLIANCE, AND RISK MANAGEMENT COMMITTEE
(Page 55).--Unless otherwise indicated, the actions set forth in the Minute Orders that follow were recommended and approved by the Board in Open Session.

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

There were no items assigned for review by this Committee.

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

This item was for consideration only by the Committee.

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

The Board approved the recommendation of the Chief Audit Executive to change the frequency of future presidential and executive travel and entertainment expenses 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

This item was for consideration only by the Committee.

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

This item was for consideration only by the Committee.

REPORT OF THE FINANCE AND PLANNING COMMITTEE (Page 56).--Unless otherwise indicated, the actions set forth in the Minute Orders that follow were recommended and approved by the Board in Open Session.

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

There were no items referred from the Consent Agenda.

2. U. T. System: Financial Status Presentation

This item was for consideration only by the Committee.

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

This item was for consideration only by the Committee.

REPORT OF THE ACADEMIC AFFAIRS COMMITTEE (Pages 57 - 63).-- Unless otherwise indicated, the actions set forth in the Minute Orders that follow were recommended and approved by the Board in Open Session.

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

There were no items referred from the Consent Agenda.

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

The Board approved the following recommendation:

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

The Board approved the following recommendation:

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

	Admissions Slots	Applications Submitted	Number of Students Admitted	Ratio of Students Admitted to Applications Submitted
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
Cumulative Headcount	23	49	79	110	141
FTSE	24	28	32	32	32
Attrition	1	2	2	1	1
Graduates	0	0	0	23	26

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

Expenses	5-Year Total
<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 & 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
Total Expenses	\$7,365,405

Revenue	5-Year Total
<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	-
Total Revenue	\$10,134,584

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

The Board approved the following recommendation:

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.

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

The Board approved the following recommendation:

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.



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



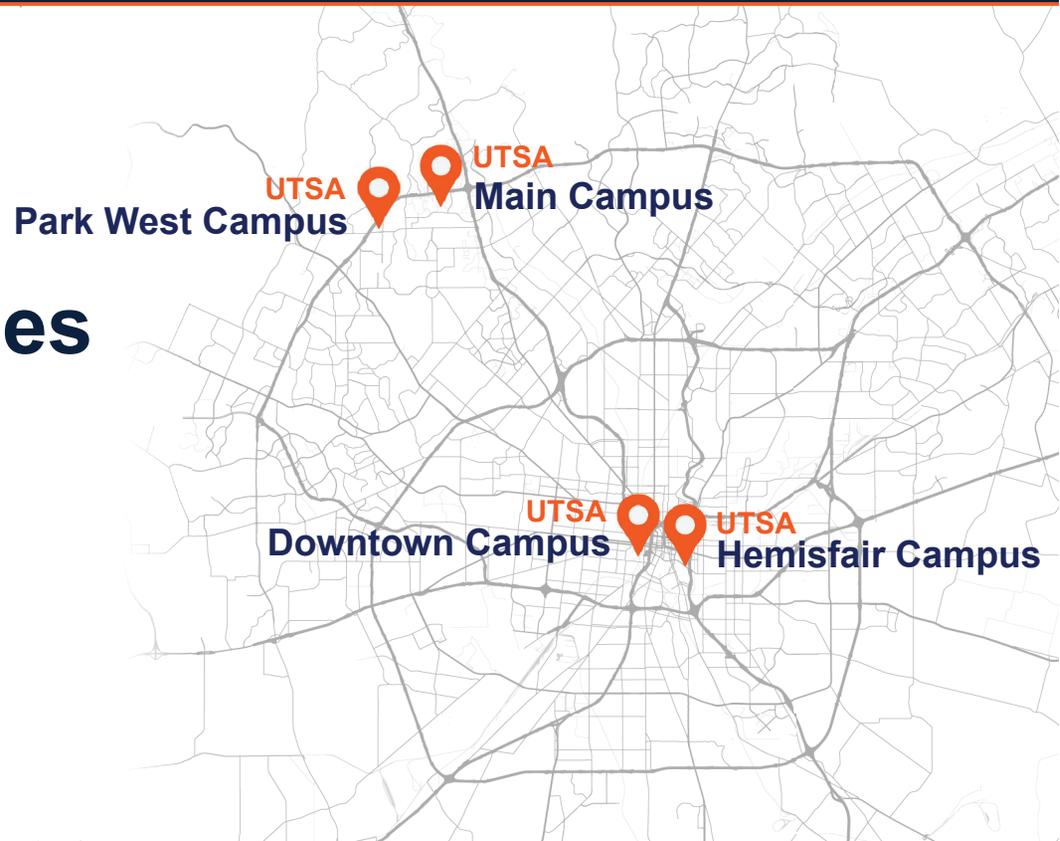
A model for student success

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



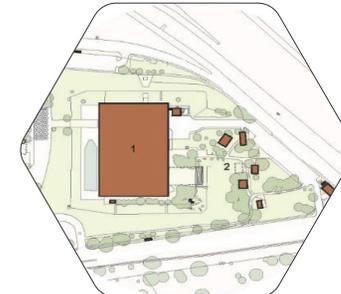
Main Campus
600 acres | 495.2 developable acres



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

Minutes - 68

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

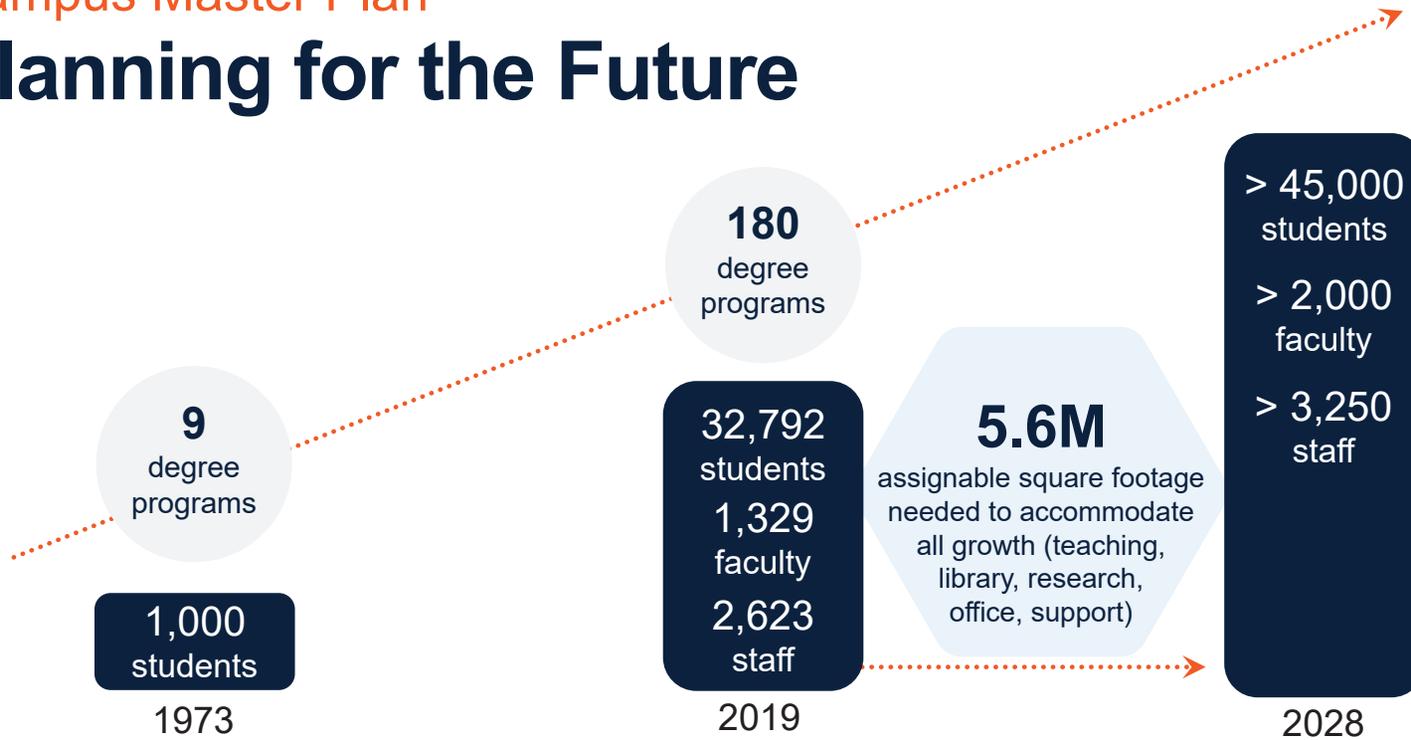
201,519
assignable square feet

180,269
assignable square feet

1,323,138 ASF

Campus Master Plan Planning for the Future

Minutes - 69





Minutes - 70

The University of Texas at San Antonio

Main Campus



Main Campus Planning Principles

Minutes - 71



Principle #1

Support a robust academic & research enterprise



Principle #2

Increase access to open spaces



Principle #3

Promote pedestrian orientation



Principle #4

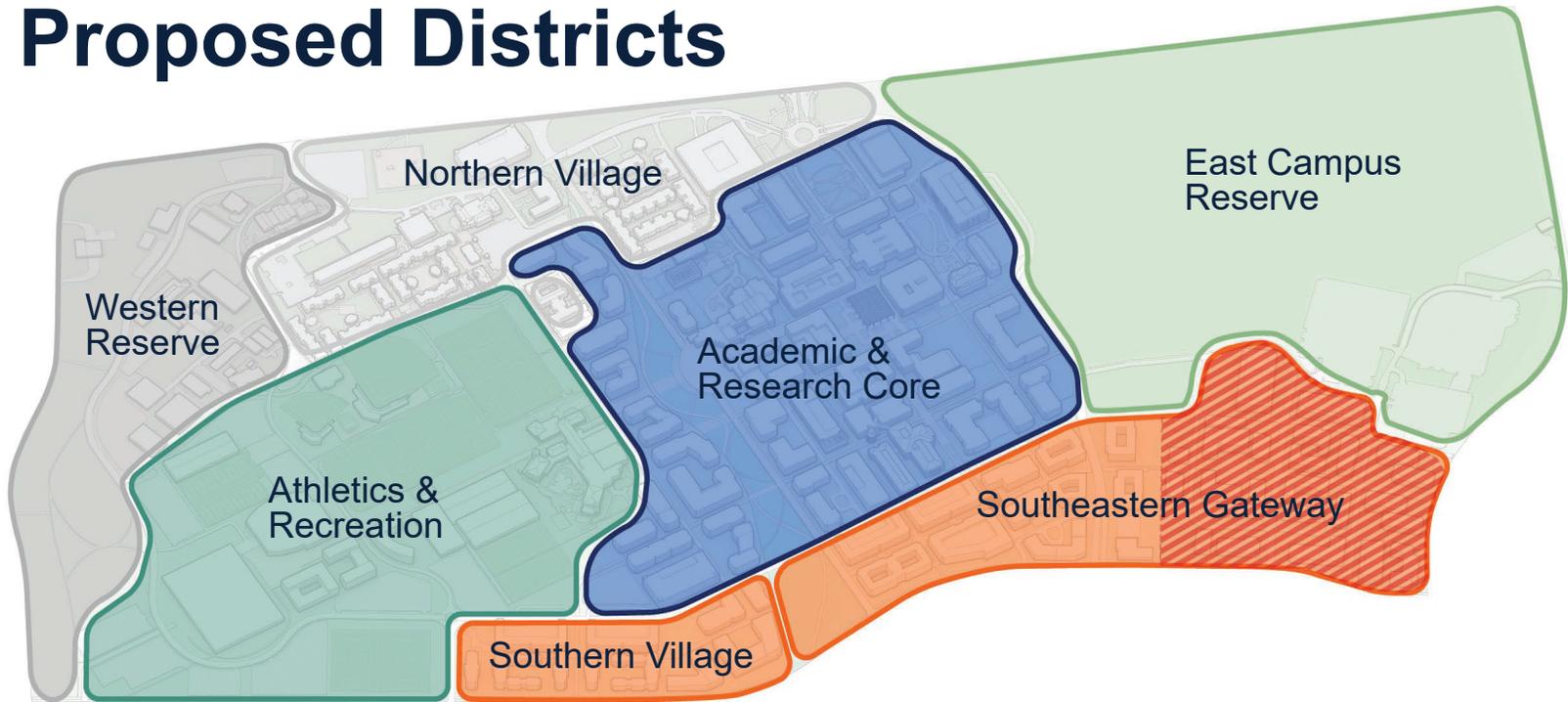
Encourage mixed-use & develop diverse housing options



Principle #5

Pursue revenue development opportunities

Main Campus Proposed Districts



Minutes - 72

Main Campus Master Plan Features



EXISTING BUILDING
PROPOSED BUILDING

Proposed Master Plan Paseo Verde



Proposed Master Plan Roadrunner Plaza



Minutes - 75

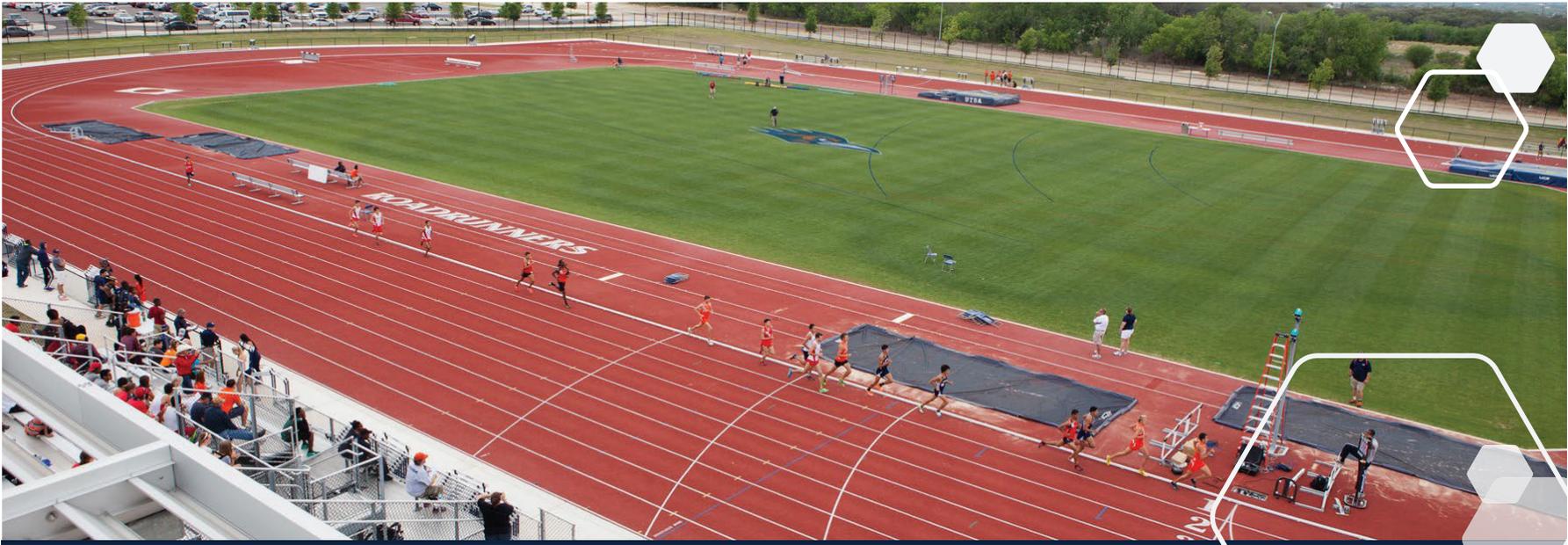
Proposed Master Plan Main Campus Additions

Minutes - 76

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
1,675,725 ASF	Total	3,883,810 ASF

Revenue Development Opportunities

- Innovation Park
- Roadrunner housing
- Mixed-use



Minutes - 77

The University of Texas at San Antonio
Park West Campus

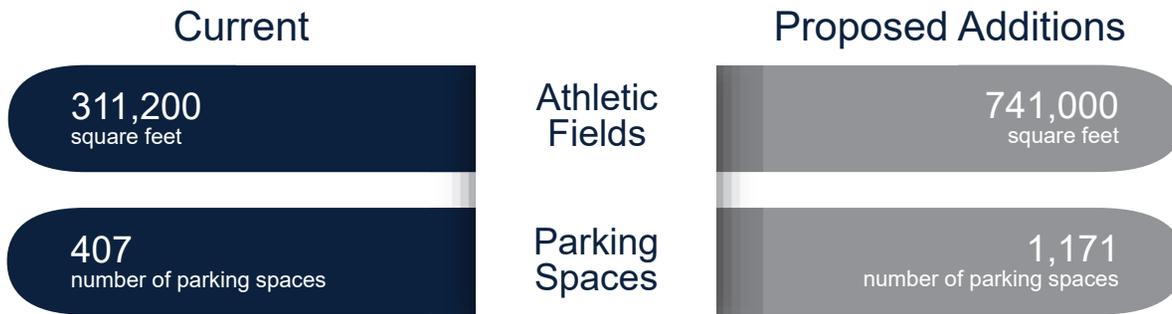


Park West Campus Master Plan Features

EXISTING BUILDING
PROPOSED BUILDING

Proposed Master Plan Park West Campus Additions

Minutes - 79





Minutes - 80

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



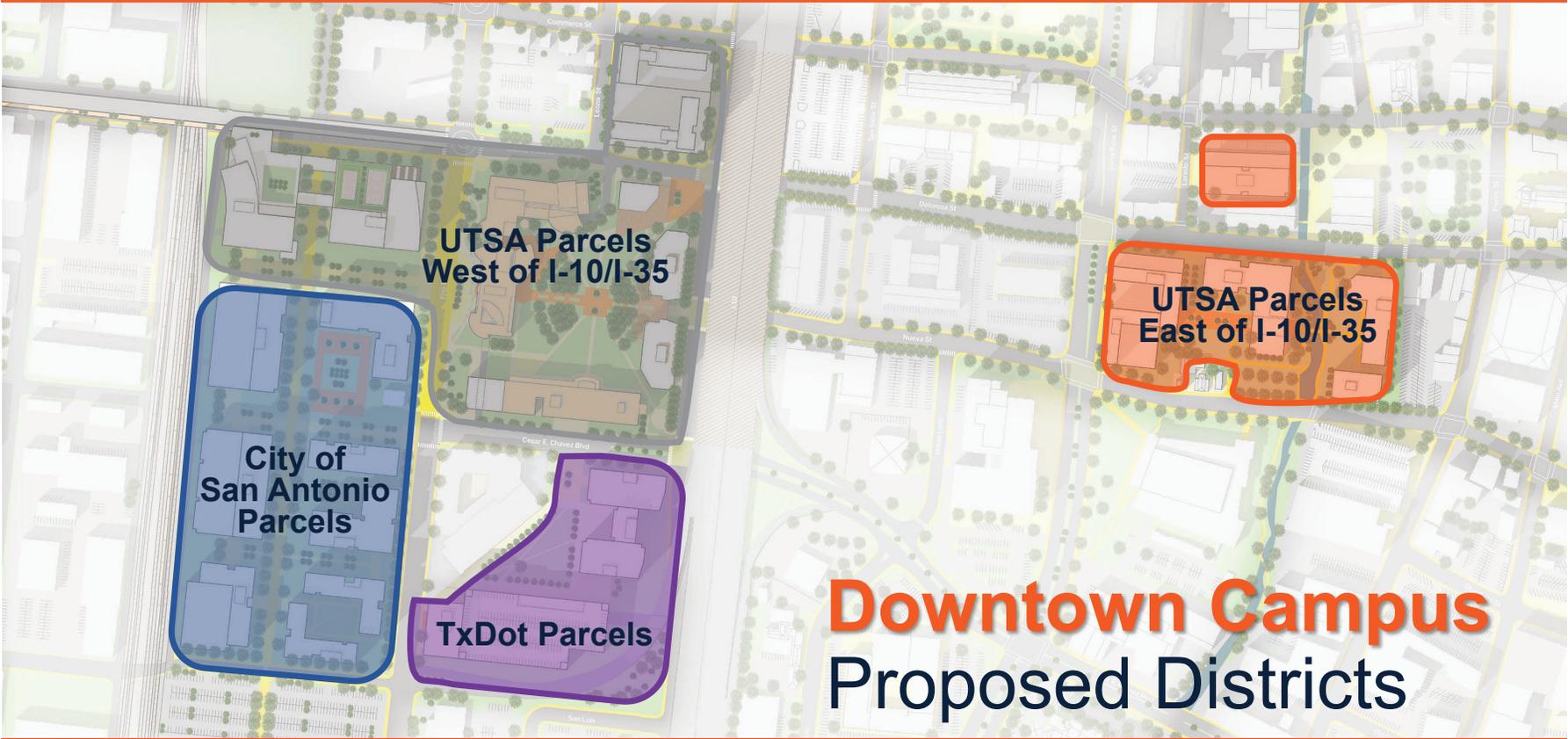
Principle #3

Enhance pedestrian connections



Principle #4

Create a complete, comprehensive campus



Downtown Campus Proposed Districts

Minutes - 82



Downtown Campus Master Plan Features

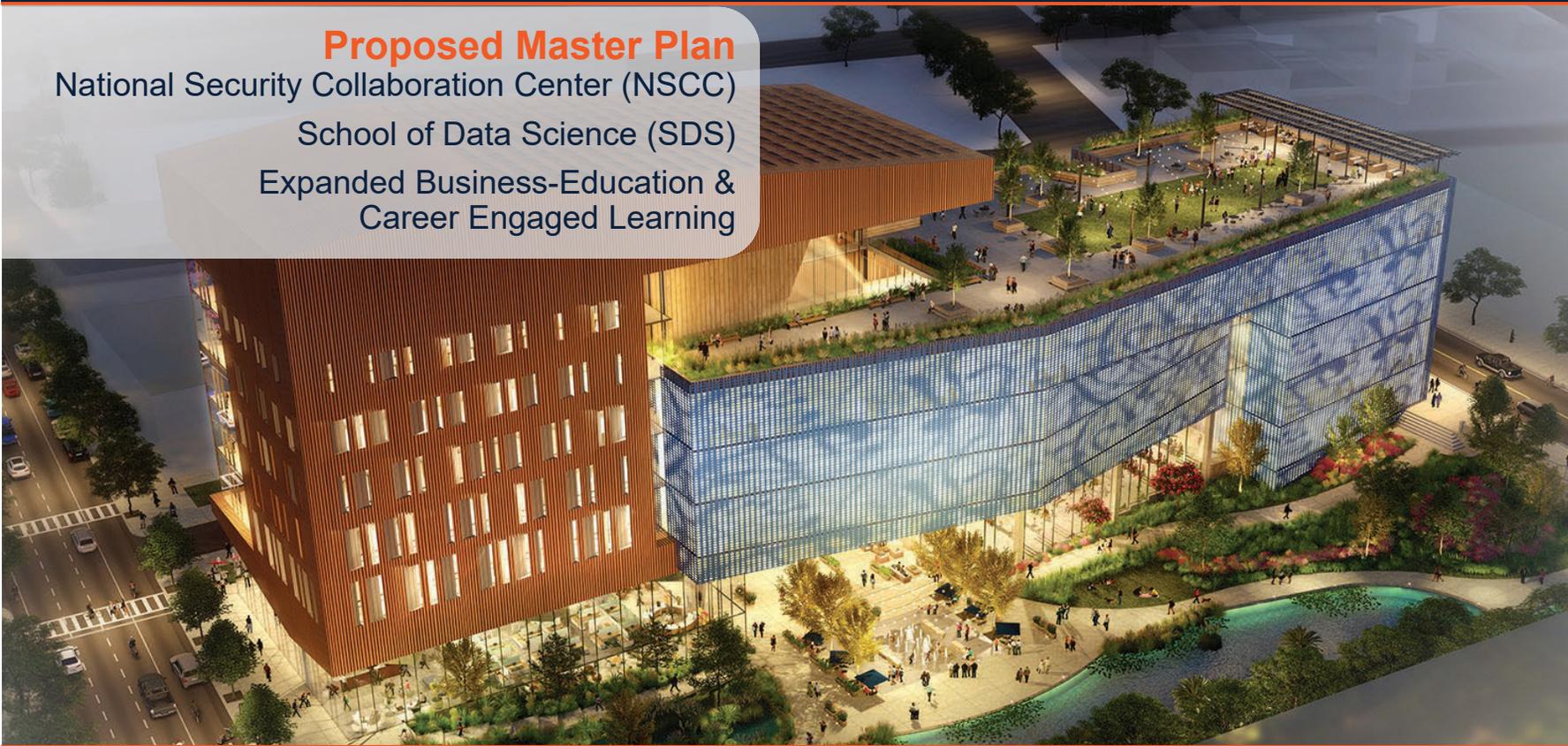
EXISTING BUILDING
PROPOSED BUILDING

Proposed Master Plan

National Security Collaboration Center (NSCC)

School of Data Science (SDS)

Expanded Business-Education &
Career Engaged Learning



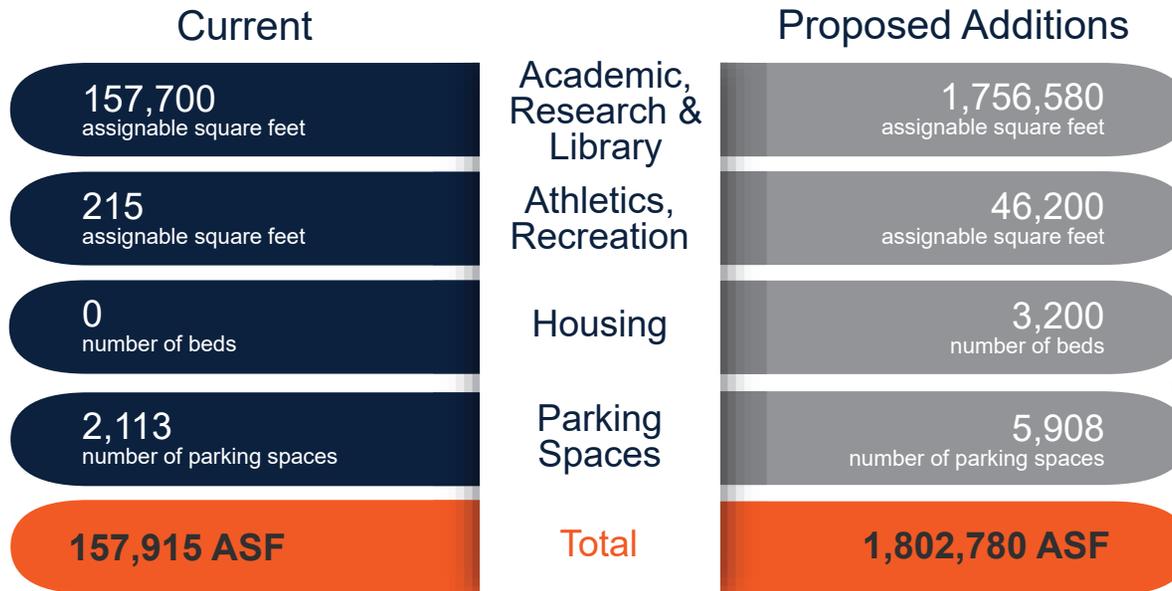
Proposed Master Plan Buena Vista Pavilion



Minutes - 85

Proposed Master Plan Downtown Campus Additions

Minutes - 86



Revenue Development Opportunities

- NSCC/SDS
- Operation & maintenance of existing campus

REPORT OF THE HEALTH AFFAIRS COMMITTEE (Page 87 - 91).-- Unless otherwise indicated, the actions set forth in the Minute Orders that follow were recommended and approved by the Board in Open Session.

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

Consent Agenda Items 53 and 54 were revised to change the dollar value for each item from \$8 million to \$2.6 million.

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

The Board approved the following recommendation:

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

The Board approved the following recommendation:

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 on the following page.

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

The Board approved the following recommendation:

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

The Board approved the following recommendation:

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

The Board approved the following recommendation:

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 on the following page.

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.

REPORT OF THE FACILITIES PLANNING AND CONSTRUCTION COMMITTEE
(Pages 92 - 106).--Unless otherwise indicated, the actions set forth in the Minute Orders that follow were recommended and approved in Open Session.

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

There were no items assigned for review by this Committee.

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

The Board approved the following recommendation:

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

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

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

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

Administrative and Faculty Support Services Building			\$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

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

The Board approved the following recommendation:

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	-
Total Project Cost	<u>\$38,500,000</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	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

The Board approved the following recommendation:

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 ¹	\$25,000,000
Designated Funds	<u>\$12,000,000</u>
Total Project Cost	\$37,000,000

¹ 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

The Board approved the following recommendation:

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	<u>\$14,500,000</u>

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

The Board approved the following recommendation:

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 de-construction 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	<u>\$13,500,000</u>

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	<u>\$13,500,000</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	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

The Board approved the following recommendation:

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

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

¹ 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	\$30,000,000

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

APPROVAL OF STANDING COMMITTEE RECOMMENDATIONS AND REPORTS. --At 9:55 a.m., the Board voted and unanimously approved the Standing Committee recommendations.

Regent Perez abstained from discussion and vote on Facilities Planning Construction Committee Item 7 due to foundation board service for the South Texas Medical Foundation Board (a Texas nonprofit corporation) in Harlingen that donated land for the proposed facility.

Before recessing to Executive Session, Chairman Eltife announced that a group attending the meeting had provided written comments on a matter not on the agenda and those comments will be provided to the Board.

RECESS TO EXECUTIVE SESSION.--At 9:57 a.m., Chairman Eltife recessed the Board to Executive Session in the Board Room pursuant to *Texas Government Code* Sections 551.071, 551.072, 551.073, 551.074, 551.076, and 551.089 to consider the matters listed on the Executive Session agenda, including Item 6b deferred the previous day. A working lunch was held in the Board Room, Second Floor, The University of Texas System Building.

RECONVENE THE BOARD IN OPEN SESSION TO CONSIDER ACTION, IF ANY, ON EXECUTIVE SESSION ITEMS.--Chairman Eltife reconvened the Board in Open Session in the Board Room at 11:20 a.m.

7a. U. T. System Academic Institutions: Discussion and appropriate action regarding proposed negotiated gifts, including potential naming features

No action was taken on this item.

7b. U. T. System Health Institutions: Discussion and appropriate action regarding proposed negotiated gifts, including potential naming features

No action was taken on this item.

8a. U. T. System Board of Regents: Discussion with Counsel on pending legal issues

No action was taken on this item.

8b. U. T. System Board of Regents: Discussion and appropriate action regarding legal issues concerning pending legal claims by and against U. T. System

No action was taken on this item.

- 8c. 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

No action was taken on this item.

- 8d. 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

No action was taken on this item.

- 8e. 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

No action was taken on this item.

- 9a. U. T. M. D. Anderson Cancer Center and U. T. Health Science Center - Houston: Discussion 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

No action was taken on this item.

- 9b. 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

Vice Chairman Longoria made the following motion:

I move that the U. T. System Board of Regents take the following actions on behalf of U. T. M. D. Anderson Cancer Center:

- 1) authorize 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., the purchase and acquisition of manufacturing equipment and other assets installed in the leased space, from Bellicum Pharmaceuticals Inc., for the manufacture of cell therapy products and other mission-related uses, within the parameters outlined and recommended in Executive Session;
- 2) authorize the Executive Director of Real Estate to execute all documents, instruments, or other agreements, and to take all further actions deemed necessary or advisable to lease the space at Life Science Plaza; and
- 3) subject to the approval of the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and the Vice Chancellor and General Counsel, authorize President Pisters to execute all other documents, instruments, and other agreements, and to take all further actions deemed necessary or advisable to carry out the purpose and intent of the foregoing recommendations.

Regent Beck seconded the motion, which carried unanimously.

- 9c. 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

No action was taken on this item.

10. 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

No action was taken on this item.

11. 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

No action was taken on this item.

SCHEDULED MEETING.--The next regularly scheduled meeting will be held on February 26-27, 2020, in Austin.

ADJOURNMENT.--The meeting was adjourned at 11:25 a.m.

/s/ Tina E. Montemayor
Secretary to the Board of Regents
December 20, 2019



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FACILITIES PLANNING AND CONSTRUCTION COMMITTEE

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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
Land and Buildings:								
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	<u>\$ 1,666,062</u>	<u>\$ 18,221,384</u>	<u>\$ 96,364,408</u>	<u>\$ 493,315,684</u>	<u>\$ 137,270</u>	<u>\$ 204,284</u>	<u>\$ 98,167,740</u>	<u>\$ 511,741,352</u>
Other Real Estate:								
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	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5</u>	<u>\$ 5</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5</u>	<u>\$ 5</u>

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.

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Office of Systemwide Compliance Model Policy

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.

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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:

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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, 3rd 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_examination.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 Services (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 report¹ 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

¹ 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 Examples²

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.

² 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.³

Dating Violence⁴ – 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.

³ 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.

⁴ 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) Violence⁵ – 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.⁶ 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.

⁵ 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.

⁶ 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 Assault⁷ – An offense that meets the definition of rape, fondling, incest, or statutory rape:

⁷ 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.

Stalking⁸ – 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.

⁸ 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:

SystemwideTitleX@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 \$	
Dell Medical School					
Department of Medicine					
Professor					
Luci Leykum (T)	9/1-8/31	50	12	290,000	10905
Cockrell School of Engineering					
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
College of Liberal Arts					
Philosophy					
Associate Professor					
Miriam Schoenfield (T)	1/16-5/31	100	09	159,610	10908
College of Natural Sciences					
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 \$	
College of Engineering					
Civil Engineering					
Professor					
Alex S. Mayer (T)	1/16-5/31	100	09	144,000	10933
College of Science					
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 <i>Texas Education Code</i> 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 <i>Code of Federal Regulations</i> .

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.

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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.

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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:

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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, 3rd 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_examination.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 Services (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 report¹ 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

¹ 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 Examples²

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.

² 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.³

Dating Violence⁴ – 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.

³ 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.

⁴ 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) Violence⁵ – 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.⁶ 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.

⁵ 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.

⁶ 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 Assault⁷ – An offense that meets the definition of rape, fondling, incest, or statutory rape:

⁷ 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.

Stalking⁸ – 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.

⁸ 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:

SystemwideTitleX@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 \$	
Southwestern Medical School					
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.

[Secretary's Note: The funding amount has been revised to change the dollar value for Items 53 and 54 to \$2,600,000, as corrected by Chairman Eltife during the meeting, because the amount was incorrectly reported as \$8,000,000 in the agenda materials provided to the Board.]

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:

Ben G. Raimer, M.D. Date 8 20 2019

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 \$	
School of Medicine					
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 \$	
Medical Staff					
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 turboprop 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.