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CONSENT AGENDA**

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May 4 - 5, 2022
Austin, Texas

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FACILITIES PLANNING AND CONSTRUCTION COMMITTEE

No items for Consent Agenda

MEETING OF THE BOARD

1. Minutes - U. T. System Board of Regents: Approval of Minutes of the regular meeting held February 23-24, 2022; and the special called meeting held March 21, 2022

AUDIT, COMPLIANCE, AND RISK MANAGEMENT COMMITTEE

No items for Consent Agenda

FINANCE AND PLANNING COMMITTEE

No items for Consent Agenda

ACADEMIC AFFAIRS COMMITTEE

2. **Report - U. T. System Academic Institutions: Fiscal Year 2021 Post-Tenure Review**

In accordance with *Texas Education Code* Section 51.942 and Regents' *Rules and Regulations*, Rule 31102, the following report on the Fiscal Year 2021 post-tenure review for the U. T. System academic institutions is provided by the Executive Vice Chancellor for Academic Affairs.

During Fiscal Year 2021, 406 tenured faculty members at the eight academic institutions with tenured faculty were subject to post-tenure review. Of the 406 faculty members reviewed, 200 or 49.3% were evaluated as Exceeds Expectations; 194 or 47.8% were evaluated as Meets Expectations; 11 or 2.7% received Does Not Meet Expectations; and 1 or 0.2% received an Unsatisfactory evaluation. Twenty-two faculty members retired or resigned before their post-tenure reviews. Nine faculty members received extensions related to COVID-19 or other extenuating circumstances.

The following summary tables provide additional details of the post-tenure review results for Academic Year 2020-2021.

Summary of Post-Tenure Review Results

	Total Actually Reviewed	Total Exceeding Expectations	Total Meets Expectations	Total Does Not Meet Expectations	Total Unsatisfactory	Decided to Retire or Resign Before Review	Granted Extension
UTA	40	16	23	1	0	1	0
UTAUS	149	72	73	4	0	11	0
UTD	50	22	28	0	0	1	1
UTEP	41	16	23	1	1	4	1
UTPB	6	0	6	0	0	0	0
UTRGV	55	37	14	4	0	4	0
UTSA	47	25	21	1	0	1	7
UTT	18	12	6	0	0	0	0
Total	406	200	194	11	1	22	9

Post-Tenure Review Results by Gender

	Actually Reviewed		Exceeding Expectations		Meets Expectations		Does Not Meet Expectations		Unsatisfactory		Decided to Retire or Resign Before Review	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
UTA	32	8	11	5	20	3	1	0	0	0	1	0
UTAUS	101	48	45	27	54	19	2	2	0	0	10	1
UTD	42	8	17	5	25	3	0	0	0	0	1	0
UTEP	31	10	8	8	21	2	1	0	1	0	3	1
UTPB	5	1	0	0	5	1	0	0	0	0	0	0
UTRGV	42	13	29	8	9	5	4	0	0	0	2	2
UTSA	37	10	22	3	14	7	1	0	0	0	1	0
UTT	12	6	7	5	5	1	0	0	0	0	0	0
Total	302	104	139	61	153	41	9	2	1	0	18	4

Post-Tenure Review Results by Ethnicity

	Total Actually Reviewed					Exceeds Expectations				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTA	18	2	3	16	1	8	1	1	6	0
UTAUS	108	5	17	16	3	52	3	9	6	2
UTD	28	0	1	21	0	14	0	0	8	0
UTEP	16	0	15	9	1	7	0	3	6	0
UTPB	5	0	0	1	0	0	0	0	0	0
UTRGV	25	0	8	16	6	20	0	4	10	3
UTSA	25	1	6	14	1	16	0	2	6	1
UTT	12	1	0	5	0	8	1	0	3	0
Total	237	9	50	98	12	125	5	19	45	6

	Meets Expectations					Does Not Meet Expectations				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTA	10	1	1	10	1	0	0	1	0	0
UTAUS	54	1	8	10	0	2	1	0	0	1
UTD	14	0	1	13	0	0	0	0	0	0
UTEP	7	0	12	3	1	1	0	0	0	0
UTPB	5	0	0	1	0	0	0	0	0	0
UTRGV	3	0	3	5	3	2	0	1	1	0
UTSA	8	1	4	8	0	1	0	0	0	0
UTT	4	0	0	2	0	0	0	0	0	0
Total	105	3	29	52	5	6	1	2	1	1

	Unsatisfactory					Decided to Retire/Resign Before Review				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTA	0	0	0	0	0	1	0	0	0	0
UTAUS	0	0	0	0	0	9	0	1	1	0
UTD	0	0	0	0	0	1	0	0	0	0
UTEP	1	0	0	0	0	3	0	1	0	0
UTPB	0	0	0	0	0	0	0	0	0	0
UTRGV	0	0	0	0	0	3	0	1	0	0
UTSA	0	0	0	0	0	0	1	0	0	0
UTT	0	0	0	0	0	0	0	0	0	0
Total	1	0	0	0	0	17	1	3	1	0

PRESENT STATUS OF EACH REVIEW THAT DOES NOT MEET EXPECTATIONS:

U. T. Arlington: Working with Chair to create performance plan and offer necessary support to faculty member.

U. T. Austin: Department Chairs and Deans will monitor performance each year and provide feedback through the Annual Review process.

U. T. El Paso: Dean is conferring with Chair regarding a plan and whether faculty member requires additional support to meet expectations.

U. T. Rio Grande Valley: For three of the four faculty members, the Department Chairs will continue to monitor faculty members and provide additional guidance as needed. Annual reviews are being conducted in order to ensure the faculty members are making significant progress in these areas. The fourth faculty member has since separated and ended employment at U. T. Rio Grande Valley.

PRESENT STATUS OF EACH REVIEW THAT IS UNSATISFACTORY:

U. T. El Paso: Dean will discuss options with Provost.

3. Employment Agreement - U. T. Arlington: Approval of terms of Employment Agreement with Jennifer Cowley, Ph.D., as President of The University of Texas at Arlington

The following agreement has been approved by the Chancellor and Executive Vice Chancellor for Academic Affairs, has been signed by Dr. Cowley 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:	President
Funds:	\$600,000 annually
Period:	Beginning April 28, 2022
Description:	Agreement for employment of Dr. Jennifer Cowley, as President of The University of Texas at Arlington. The 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 Academic Affairs and approval by the Board of Regents. During her Presidency, Dr. Cowley will hold an appointment as Professor, with Tenure, in the Department of Public Affairs and Planning at The University of Texas at Arlington without compensation. The employment agreement is on the following pages.



THE UNIVERSITY of TEXAS SYSTEM
THIRTEEN INSTITUTIONS. UNLIMITED POSSIBILITIES.

Office of the Chancellor
210 West 7th Street
Austin, Texas 78701-2982
512-499-4201
www.utssystem.edu

February 3, 2022

Dr. Jennifer Cowley

[Redacted]
[Redacted]

Dear Dr. Cowley:

On behalf of the Board of Regents of The University of Texas System, I am pleased to offer you the position of President of The University of Texas at Arlington, effective April 28, 2022. Your annual salary will be \$600,000, and you will receive a one-time award of \$25,000, less any applicable taxes, for transitional expenses.

As of April 28, 2022, you will also be appointed as a tenured Professor in UTA's Department of Public Affairs and Planning. You will not be compensated for this position while President. If you transition to the full-time faculty in the future, your compensation will equal the average academic rate for UTA's 20 then-most highly compensated, full-time, tenured faculty members. You will also be entitled to faculty development leave consistent with Texas law.

State law also entitles you to applicable fringe benefits. Among these benefits are State-paid OASI, longevity pay, workers' compensation liability, insurance coverage, retirement, insurance premium sharing, and paid leave. Information about these benefits will be transmitted under separate cover.

Under Regents' Rule 20201, presidents of UT institutions are selected by the Board of Regents and serve without fixed term, subject to the approval of the Chancellor and the Board. Your performance as President of UTA will be evaluated annually under Rule 20201, and you will be asked to present your vision and goals for UTA to the Board within 12 to 18 months of taking office.

The University of Texas at Arlington · The University of Texas at Austin · The University of Texas at Dallas · The University of Texas at El Paso
The University of Texas of the Permian Basin · The University of Texas Rio Grande Valley · The University of Texas at San Antonio
The University of Texas at Tyler · The University of Texas Southwestern Medical Center
The University of Texas Medical Branch at Galveston · The University of Texas Health Science Center at Houston
The University of Texas Health Science Center at San Antonio · The University of Texas MD Anderson Cancer Center

Dr. Jennifer Cowley
February 3, 2022
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I look forward to the opportunity to work with you as President of The University of Texas at Arlington, and we stand ready to assist you in your transition. Please sign and date this letter and return it to my office if these terms are agreeable. If you have any questions, please let me know.

Sincerely,



James B. Milliken
Chancellor

JB:smr

Accepted:  _____

Date: 02/03/2022

cc: Archie Holmes, **Executive** Vice Chancellor for Academic Affairs
Terry Hull, Interim Executive Vice Chancellor for Business Affairs
Kelly Davis, Chief Financial Officer and Vice President
Francie Frederick, General Counsel to the Board of Regents

4. Employment Agreement - U. T. Arlington: Approval of amendment to terms of Employment Agreement for current Head Women's Basketball Coach Shereka Wright

The following terms of a new Employment Agreement for Head Women's Basketball Coach Shereka Wright have been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and are recommended for approval by the U. T. System Board of Regents. The terms of the new Agreement were previously reviewed pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a). If the terms are approved, total compensation will exceed \$1 million. The new Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Arlington is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Arlington. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

From: **Guaranteed compensation:**

Annual Salary: \$240,000

Automobile: Courtesy automobile from a local dealership; or a \$750 monthly automobile allowance

Nonguaranteed compensation:

Sports Camps and Clinics: Percentage of net proceeds determined by Athletic Director

Incentives:

Team performance incentives: maximum of \$55,000 annually

Team academic performance incentives: maximum of \$10,000 annually

Sunbelt Conference Coach of the Year: \$5,000 annually

To: **Guaranteed compensation (Increase of 25%):**

Annual Salary: \$300,000

Automobile: Courtesy automobile from a local dealership; or a \$750 monthly automobile allowance

Nonguaranteed compensation (Increase of 39%):

Sports Camps and Clinics: Percentage of net proceeds determined by Athletic Director

Incentives:

Team performance incentives: maximum of \$67,500 annually

Team academic performance incentives: maximum of \$10,000 annually

Coach of the Year recognition: maximum of \$20,000 annually

Source of Funds: Intercollegiate Athletics

Period: June 1, 2022 through August 31, 2027

5. Contract (funds coming in and going out) - U. T. Austin: Amendment to Academic and Educational Experience Director Services Agreement between Ascension Seton, the University of Texas at Austin on behalf of the Dell Medical School, and ESP Payroll Services, P.A.

Agency: Ascension Seton (Seton) and ESP Payroll Services, P.A. (ESP)

Funds: \$1,370,000 for this Seventh Amendment, for a total contract value of \$8,450,000

Period: May 1, 2022 through June 30, 2023

Description: Physicians or other pertinent personnel employed by or under contract with ESP Payroll Services, P.A., dedicate a portion of their professional time to providing academic services for the Dell Medical School's Emergency Medicine Residency and Pediatric Emergency Medicine Fellowship programs. Seton Family of Hospitals pays U. T. Austin an amount to cover the cost of services to be provided by ESP, and U. T. Austin pays ESP for the services rendered, up to 20% of which will be subject to a satisfactory performance evaluation by the Department Chair.

The initial Agreement, which was approved by the Board of Regents on November 10, 2016, was for a term beginning October 1, 2016 through September 30, 2018, during which time Seton paid \$969,808 per year to U. T. Austin, and U. T. Austin paid that amount to ESP in turn, for a total of \$1,939,616. The First Amendment did not increase the contract value and did not require Board approval. The Second Amendment, which was approved by the Board on November 15, 2018, was for a term beginning October 1, 2018 through September 30, 2019, with one automatic renewal period of 12 months, and increased the annual payments to \$1,009,008, for a total additional amount of \$2,018,016. The Third and Fourth Amendments did not require Board approval. The Fifth Amendment, which was approved by the Board on August 19, 2021, extended the term by one year until June 30, 2022, and increased the total contract value by \$1,845,103, for a total contract value of \$5,802,735. The Sixth Amendment did not require Board approval. With this Seventh Amendment, the term would be extended to June 30, 2023, and the total contract value increased to \$8,450,000.

6. Contract (funds going out) - U. T. Austin: Kellermeyer Bergensons Custodial Services, LLC, to provide custodial services

Agency: Kellermeyer Bergensons Custodial Services, LLC (KBS)

Funds: Approximately \$8,000,000

Period: February 1, 2022 through January 31, 2025; with two one-year terms

Description: KBS will provide custodial services to U. T. Austin at its main campus, the J.J. Pickle Research Campus and other locations in Austin operated by U. T. Austin. This contract was competitively bid.

7. Contract (funds going out) - U. T. Austin: Phoenix 1 Construction and Restoration Ltd., to provide construction services at Battle Hall and the West Mall Building

Agency: Phoenix 1 Construction and Restoration Ltd.

Funds: \$6,253,200

Period: March 21, 2022 through February 9, 2023

Description: Battle Hall and the West Mall Building are architecturally significant buildings on the U. T. Austin campus. This project includes roof replacement and restoration of various elements of the building envelopes. Battle Hall (completed in 1911) in particular, is in great need of restoration to maintain the integrity of the building envelope as well as the many historical elements. The work will include restoration of exterior doors, windows, steel balconies, steel grilles, gutters, downspouts, eave ornaments, and finishes. Fall protection on both Battle Hall and the West Mall Building will be included at low slope roofs as is replacement of bird control systems. This contract was competitively bid.

8. Foreign Contract (funds going out) - U. T. Austin: Agreement for loan of art with the Asociación Museo de Arte de Lima and with the Peru Ministry of Culture

Agency: The Peru Ministry of Culture and the Asociación Museo De Arte De Lima

Funds: \$4,504

Period: August 14, 2022 and January 8, 2023

Description: U. T. Austin's Blanton Museum of Art will be entering into an art loan Agreement with the Asociación Museo de Arte de Lima for an exhibition entitled "Painted Cloth: Fashion and Ritual in Colonial Latin America." For the Agreement to be valid, the Peruvian Government's Peru Ministry of Culture must approve the loan of artwork and sign Form FP01DGM: Authorization for temporary removal of movable cultural property belonging to the cultural heritage of the nation for foreign exhibitions.

9. Request for Budget Change - U. T. Austin: Tenure Appointments -- amendment to the 2021-2022 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 \$	
School of Information					
Information					
Associate Professor and Assistant Dean					
Edgar Gómez-Cruz (T)	2/2-5/31	67	09	143,181	11726
		33	12	190,908	
College of Liberal Arts					
Philosophy					
Associate Professor					
John Bengson (T)	1/16-5/31	100	09	170,000	11727
College of Natural Science					
Molecular Biosciences					
Professor					
Jeffrey Gross (T)	1/16-5/31	100	09	225,000	11728

10. Employment Agreement - U. T. Austin: Approval of amendment to terms of Employment Agreement for current Assistant Football Coach Jeff Banks

The following terms of the amended Employment Agreement for Assistant Football Coach Jeff Banks have been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and are recommended for approval by the U. T. System Board of Regents. If the terms are approved, total compensation for the contract period will be in excess of \$1 million. The amended Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, 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. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

From: **Guaranteed compensation:**

Annual Salary:
Contract Year 1: \$1,000,000
Contract Year 2: \$1,050,000
Contract Year 3: \$1,100,000

To: **Guaranteed compensation (Increase of 4.5%):**

Annual Salary:
Contract Year 1: No change
Contract Year 2: No change
Contract Year 3: No change
Contract Year 4: \$1,150,000

Nonguaranteed compensation (No increase):

No change

Source of Funds: Intercollegiate Athletics

Period: January 14, 2021 through February 28, 2025

11. Employment Agreement - U. T. Austin: Approval of amendment to terms of Employment Agreement for current Assistant Football Coach Bo Davis

The following terms of the amended Employment Agreement for Assistant Football Coach Bo Davis have been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and are recommended for approval by the U. T. System Board of Regents. If the terms are approved, total compensation for the contract period will be in excess of \$1 million. The amended Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, 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. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

From: **Guaranteed compensation:**

Annual Salary:
Contract Year 1: \$875,000
Contract Year 2: \$900,000
Contract Year 3: \$925,000

To: **Guaranteed compensation (Increase of 11.11%):**

Annual Salary:
Contract Year 1: No change
Contract Year 2: \$1,000,000
Contract Year 3: \$1,000,000
Contract Year 4: \$1,000,000

Nonguaranteed compensation (No increase):

No change

Source of Funds: Intercollegiate Athletics

Period: January 12, 2021 through February 28, 2025

12. Employment Agreement - U. T. Austin: Approval of amendment to terms of Employment Agreement for current Assistant Football Coach Blake Gideon

The following terms of the amended Employment Agreement for Assistant Football Coach Blake Gideon have been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and are recommended for approval by the U. T. System Board of Regents. If the terms are approved, total compensation for the contract period will be in excess of \$1 million. The amended Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, 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. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

From: **Guaranteed compensation:**

Annual Salary:
Contract Year 1: \$400,000
Contract Year 2: \$425,000

To: **Guaranteed compensation (Increase of 11.8%):**

Annual Salary:
Contract Year 1: No change
Contract Year 2: No change
Contract Year 3: \$475,000

Nonguaranteed compensation (No increase):

No change

Source of Funds: Intercollegiate Athletics

Period: January 12, 2021 through February 29, 2024

13. Employment Agreement - U. T. Austin: Approval of amendment to terms of Employment Agreement for current Assistant Football Coach Terry Joseph

The following terms of the amended Employment Agreement for Assistant Football Coach Terry Joseph have been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and are recommended for approval by the U. T. System Board of Regents. If the terms are approved, total compensation for the contract period will be in excess of \$1 million. The amended Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, 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. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

From: **Guaranteed compensation:**

Annual Salary:
Contract Year 1: \$750,000
Contract Year 2: \$800,000

To: **Guaranteed compensation (Increase of 0%):**

Annual Salary:
Contract Year 1: No change
Contract Year 2: No change
Contract Year 3: \$800,000

Nonguaranteed compensation (No increase):

No change

Source of Funds: Intercollegiate Athletics

Period: January 12, 2021 through February 29, 2024

14. Employment Agreement - U. T. Austin: Approval of amendment to terms of Employment Agreement for current Assistant Football Alan Jacob (A.J.) Milwee

The following terms of the amended Employment Agreement for Assistant Football Coach Alan Jacob (A.J.) Milwee have been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and are recommended for approval by the U. T. System Board of Regents. If the terms are approved, total compensation for the contract period will be in excess of \$1 million. The amended Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, 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. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

From: **Guaranteed compensation:**

Annual Salary:
Contract Year 1: \$300,000
Contract Year 2: \$300,000

To: **Guaranteed compensation (Increase of 25%):**

Annual Salary:
Contract Year 1: No change
Contract Year 2: No change
Contract Year 3: \$375,000

Nonguaranteed compensation (No increase):

No change

Source of Funds: Intercollegiate Athletics

Period: January 12, 2021 through February 29, 2024

15. Employment Agreement - U. T. Austin: Approval of amendment to terms of Employment Agreement for current Director of Football Performance Torre Becton

The following terms of the amended Employment Agreement for Director of Football Performance Torre Becton have been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and are recommended for approval by the U. T. System Board of Regents. If the terms are approved, total compensation for the contract period will be in excess of \$1 million. The amended Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, 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. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

From: **Guaranteed compensation:**

Annual Salary:
Contract Year 1: \$500,000
Contract Year 2: \$525,000

To: **Guaranteed compensation (Increase of 4.8%):**

Annual Salary:
Contract Year 1: No change
Contract Year 2: No change
Contract Year 3: \$550,000

Nonguaranteed compensation (No increase):

No change

Source of Funds: Intercollegiate Athletics

Period: January 12, 2021 through February 29, 2024

16. Employment Agreement - U. T. Austin: Approval of amendment to terms of Employment Agreement for current Co-Defensive Coordinator/Inside Linebackers Football Coach Jeff Choate

The following terms of the amended Employment Agreement for Co-Defensive Coordinator/Inside Linebackers Football Coach Jeff Choate have been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and are recommended for approval by the U. T. System Board of Regents. If the terms are approved, total compensation for the contract period will be in excess of \$1 million. The amended Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, 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. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

From: **Guaranteed compensation:**

Annual Salary:
Contract Year 1: \$500,000
Contract Year 2: \$575,000

To: **Guaranteed compensation (Increase of 0%):**

Annual Salary:
Contract Year 1: No change
Contract Year 2: No change
Contract Year 3: \$575,000

Nonguaranteed compensation (No increase):

No change

Source of Funds: Intercollegiate Athletics

Period: January 25, 2021 through February 29, 2024

17. Sale of Surplus Property - U. T. Austin: Authorization to sell Orbitrap Exploris 120 Basic Spectrometer and Merkur Countkit NA-Type K

The following sale of surplus property has been administratively approved by the Executive Vice Chancellor for Academic Affairs. A sale in the amount of \$100,000 or more requires approval through the Consent Agenda by the U. T. System Board of Regents to comply with Regents' *Rules and Regulations*, Rule 80201.

Item to be Sold: Orbitrap Exploris 120 Basic Spectrometer and Merkur Countkit NA-Type K

Amount: \$248,000

Purchaser: Baylor College of Medicine

Explanation: Professor Livia Eberlin has resigned from the Department of Chemistry at U. T. Austin and accepted a position at Baylor College of Medicine. During her tenure at U. T. Austin, she purchased an Orbitrap Exploris 120 Basic Spectrometer and Merkur Countkit NA-Type K. The equipment is not useful to faculty at U. T. Austin. Therefore, Baylor College of Medicine would like to purchase the equipment for use in Dr. Eberlin's research in her current position. The proceeds of the sale are \$248,000.

Method of Sale: Negotiated Bid

18. Employment Agreement - U. T. El Paso: Approval of terms of new Employment Agreement for current Head Football Coach Dana Dimel

The following terms of a new Employment Agreement for Head Football Coach Dana Dimel have been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and are recommended for approval by the U. T. System Board of Regents. If the terms are approved, total compensation will exceed \$1 million. The new Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at El Paso is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at El Paso. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

From: **Guaranteed compensation:**

Annual Base Salary: \$700,000 annually (current rate at \$711,999)
*Annual Base Salary will be reviewed annually and may be adjusted

Automobile: One dealer car

Social Club membership: One full membership to either El Paso Country Club or Coronado Country Club

Tickets: 10 tickets for each home game played at University

Relocation, temporary lodging and moving expenses: Coach may be reimbursed an amount not to exceed \$30,000

Retention Bonus upon continued employment as Head Coach at the conclusion of the final game of the 2021 regular season - \$75,000

Nonguaranteed compensation:

Sports Camps and Clinics: Coach will be paid a percentage of the net proceeds for each camp

Incentives:

Team Performance Incentives: maximum of \$333,333 annually

(a) C-USA Western Division Championship - One month Base Annual Salary

(b) C-USA Champion - One month Base Annual Salary

(c) NCAA National Championship - \$100,000

(d) NCAA Post-Season Bowl Game Appearance - One month Base Annual Salary

(e) NY6 Bowl Game Appearance or College Football Playoff (CFP) Appearance - One month Base Annual Salary

Team Academic Performance Incentives: maximum of \$175,000 annually

(a) Single-year Annual Academic Progress Report (APR) Published (MAAC Report) score of 960-969 = \$5,000, 970-984 = \$7,500, 985 or higher - One month Base Annual Salary

(b) Annual cumulative Grade Point Average (GPA) for football team players for Spring and Fall academic terms of 3.0 or above - One month Base Annual Salary

(c) Annual cumulative graduate rate of scholarship football team players who have exhausted their eligibility greater than 80% - One month Base Annual Salary

Coach of the Year Honors: maximum of \$175,000 annually

National Coach of the Year: Two months Base Annual Salary

C-USA Coach of the Year Award: One month Base Annual Salary

Football Season Tickets sales increase of 25% or more over previous year's sales - Two weeks Base Annual Salary

Football Home Game attendance at the Sun Bowl Stadium increase 20% or more over previous year's attendance - Two weeks Base Annual Salary

To: **Guaranteed compensation (Increase of 12.34%):**

Annual Base Salary*:

January 1, 2022 - December 31, 2022: \$800,000

January 1, 2023 - December 31, 2023: \$825,000

January 1, 2024 - December 31, 2024: \$850,000

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

Automobile: One dealer car

Social Club membership: One full membership to either El Paso Country Club or Coronado Country Club

Tickets: 10 tickets for each home game played at University

Nonguaranteed compensation (Increase of 19%):

Sports Camps and Clinics: Coach will be paid a percentage of the net proceeds for each camp

Incentives:

Team Performance Incentives: maximum of \$415,769 annually

(a) C-USA Western Division Championship - One month Base Annual Salary

(b) C-USA Champion - One month Base Annual Salary

(c) NCAA National Championship - \$100,000

(d) NCAA Post-Season Bowl Game Appearance - Two weeks Base Annual Salary

- (e) NY6 Bowl Game Appearance or College Football Playoff (CFP) Appearance - One month Base Annual Salary
- (f) Win against a Power Five opponent - \$25,000 per win
- (g) Win after the sixth win in a Regular Season Game - \$10,000 per win not to exceed \$60,000 per Regular season

Team Academic Performance Incentives: maximum of \$200,000 annually

- (a) Single-year Annual Academic Progress Report (APR) Published (MAAC Report) score of 960-969 = \$5,000, 970-984 = \$7,500, 985 or higher - One month Base Annual Salary
- (b) Annual cumulative Grade Point Average (GPA) for football team players for Spring and Fall academic terms of 3.0 or above - One month Base Annual Salary
- (c) Annual cumulative graduate rate of scholarship football team players who have exhausted their eligibility greater than 80% - One month Base Annual Salary

Coach of the Year Honors: maximum of \$200,000 annually
National Coach of the Year: Two months Base Annual Salary
C-USA Coach of the Year Award: One month Base Annual Salary

Football Season Tickets sales increase of 25% or more over previous year's sales - Two weeks Base Annual Salary
Football Home Game attendance at the Sun Bowl Stadium increase 20% or more over previous year's attendance - Two weeks Base Annual Salary

Source of Funds: Intercollegiate Athletics

Period: January 1, 2022 through January 31, 2025

19. Employment Agreement - U. T. El Paso: Approval of terms of new Employment Agreement for Head Women's Volleyball Coach Benjamin K. Wallis as Head Women's Volleyball and Beach Volleyball Coach

The following terms of a new Employment Agreement for Head Women's Volleyball and Beach Volleyball Coach Benjamin K. Wallis have been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and are recommended for approval by the U. T. System Board of Regents. If the terms are approved, total compensation will exceed \$1 million. The new Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at El Paso is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at El Paso. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

From: **Guaranteed compensation:**

Annual Base Salary*: \$90,000

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

Nonguaranteed compensation:

Sports Camps: Coach will be paid a percentage (fair and reasonable amount as determined by the Athletics Director) of the net proceeds for each camp

Team Performance Incentives: maximum of \$16,000 annually

(1) Conference USA Regular Season Championship, or NCAA Post-Tournament Appearance - One month Annual Base Salary

(2) NCAA National Team Championship - Additional One month Annual Base Salary

(3) Defeating New Mexico State University in a regular season match - \$1,000

Team Academic Performance Incentives:

Multi-year Annual Academic Progress Report (APR) Published (MAAC Report) score of 975 or above - \$1,000

Coach of the Year Honors: maximum of \$9,500 annually

Conference USA "Coach of the Year": \$2,000 bonus

"National Coach of the Year" by nationally recognized poll: One month Annual Base Salary

To: **Guaranteed compensation (Increase of 45.59%):**

Annual Salary*:

January 1, 2022 - August 31, 2022: \$105,000 (prorated)

September 1, 2022 - August 31, 2023: \$125,000

September 1, 2023 - August 31, 2024: \$125,000

September 1, 2024 - August 31, 2025: \$105,000

September 1, 2025 - August 31, 2026: \$105,000

September 1, 2026 - August 31, 2027: \$105,000

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

Automobile: One dealer car or \$4,800 annually

Social Club Membership: Coronado Country Club

Nonguaranteed compensation (Increase of 266.04%):

Sports Camps: Coach will be paid a percentage (fair and reasonable amount as determined by the Athletics Director) of the net proceeds for each camp

Team Performance Incentives: maximum of \$70,167 annually

Women's Volleyball

(1) Conference USA Regular Season Women's Volleyball Championship, or NCAA Women's Volleyball Post-Tournament Appearance - One month Annual Base Salary

(2) NCAA Women's Volleyball Tournament Win - \$2,500 per win

(3) NCAA Women's Volleyball National Team Championship - Additional One month Annual Base Salary

(4) National Invitation Volleyball Tournament (NIVC) Appearance - Fifty Percent (50%) of One month Annual Base Salary

(5) NIVC Tournament Win - \$1,250 per win

(6) NIVC National Team Championship - Additional Fifty Percent (50%) of One month Annual Base Salary

(7) Defeating New Mexico State University in a regular season match - \$1,000

Women's Beach Volleyball

(8) Conference USA Regular Season Women's Beach Volleyball Championship, or NCAA Post-Tournament Appearance - One month Annual Base Salary

(9) NCAA Women's Beach Volleyball Tournament Win - \$2,500 per win

(10) NCAA Women's Beach Volleyball National Team Championship - Additional One month Annual Base Salary

Team Academic Performance Incentives: maximum of \$2,000 annually

Women's Volleyball Multi-year Annual Academic Progress Report (APR) Published (MAAC Report) score of 975 or above - \$1,000

Women's Beach Volleyball Multi-year Annual Academic Progress Report (APR) Published (MAAC Report) score of 975 or above - \$1,000

Coach of the Year Honors: maximum of \$24,833 annually

Conference USA **Women's Volleyball** "Coach of the Year": \$2,000 bonus

Women's Volleyball "National Coach of the Year" by nationally recognized poll: One month Annual Base Salary

Conference USA **Women's Beach Volleyball** "Coach of the Year": \$2,000 bonus

Women's Beach Volleyball "National Coach of the Year" by nationally recognized poll: One month Annual Base Salary

Source of Funds: Intercollegiate Athletics

Period: **Women's Volleyball:** January 1, 2022 through August 31, 2027

Women's Beach Volleyball: September 1, 2022 through August 31, 2024

20. License - U. T. El Paso: Authorization to enter into a license with Crown Castle Fiber LLC, a New York limited liability company, to manage the third-party placement, construction, maintenance, and operation of telecommunications fiber, conduit, cellular, distributed antenna, and small cell antenna systems to provide wireless communications on the main campus

Description: The institution proposes to grant a license to Crown Castle Fiber, LLC (CC), or its affiliate or designee, to install and maintain a distributed antenna system, small cell antenna system, and construction of telecommunications conduit for use by CC. In addition, CC will manage the process of securing improved telecoms and data transmission on the institution's main campus by allowing CC to permit telecoms carriers to place cell, distributed antenna systems, small cell antenna systems, and future voice and data systems on the main campus for improvement in such service to students, faculty, and staff. CC will pay the institution for this license either through its own funds or from funds that it receives from the telecom carriers or their affiliates. The licensee was selected through a Request for Proposal process.

Licensee: Crown Castle Fiber, LLC, a New York limited liability company

Term: Term commences following execution of the license agreement, expected to occur in the second quarter of 2022, and continue for an initial term of 10 years, plus two additional three-year renewal options, at the institution's option.

License Fees: If the licensee achieves its projections, the institution estimates that it will receive approximately \$2,300,000 in license fees during the initial 10-year term of the license. If the institution decides to exercise the two additional three-year renewal options, it is estimated that the institution may receive an additional approximately \$1,680,000 in license fees. This has been estimated based on a response to a Request for Proposal submitted and administered by the institution.

Licensed Area: The main campus of U. T. El Paso

21. Contract (funds coming in) - U. T. Permian Basin: Contract for operation of Science, Technology, Engineering, and Math (STEM) Academy with Ector County Independent School District

Agency: Ector County Independent School District

Funds: Approximately \$1,300,000 per year, for a total of \$7,800,000 over the possible six-year term

Period: July 1, 2022 through June 30, 2025; with three additional one-year terms

Description: U. T. Permian Basin proposes to pursue a partnership with Ector County Independent School District (ECISD) to transition U. T. Permian Basin's Science, Technology, Engineering, and Math (STEM) Academy from its own charter, currently held by the Board of Regents, to an ECISD charter school. This transition will ultimately result in the relinquishment of the STEM Academy charter. ECISD intends to contract with U. T. Permian Basin to operate the school during the transition period. Total funding for the STEM Academy will be approximately \$7,600,000 per year, derived from the Texas Education Agency, approximately \$1,300,000 of which will be paid to U. T. Permian Basin and its employees for expenses such as rent, supplies, and staff development. Actual funding may vary depending on attendance data. This amount is intended to entirely cover expenses associated with having STEM Academy at U. T. Permian Basin.

22. Contract (funds going out) - U. T. Permian Basin: ASM Global to provide management services for operations of Wagner Noel Performing Arts Center

Agency: ASM Global

Funds: Estimated annual management fee of \$220,000 for a total of \$1,100,000 over the initial five-year period; \$1,760,000 over the total possible eight-year term

Period: September 1, 2021 through August 31, 2026; with three one-year options

Description: Agreement to provide all management services, including staff required to operate the Wagner Noel Performing Arts Center. This contract was competitively bid.

23. Contract (funds coming in) - U. T. Permian Basin: Agreement with Peak Sports MGMT for athletic sponsorship, advertising sales, and ticket sales

Agency: Peak Sports MGMT LLC, of Allen, Texas

Funds: Estimated at \$4,000,000 over the initial five-year term

Period: January 1, 2022 through June 30, 2027. If net revenue equals or exceeds \$500,000 to U. T. Permian Basin annually during the contract year ending June 30, 2027, the contract shall renew for another five-year term through June 30, 2032.

Description: Peak Sports MGMT will generate sponsorship revenue, which will be split between U. T. Permian Basin and Peak Sports MGMT after Peak Sports MGMT reaches a guaranteed minimum to U. T. Permian Basin. This contract was competitively bid.

24. Contract (funds coming in) - U. T. Rio Grande Valley: Agreement with Pepsi Co Bottling Group LLC to provide exclusive beverage vending and pouring rights

Agency: PepsiCo Bottling Group LLC

Funds: Approximate value of funds coming in including estimated royalties: \$6,200,000

Period: July 26, 2021 through July 25, 2033

Description: Exclusive Beverage vending, pouring rights provider for U. T. Rio Grande Valley, which includes sponsorships and marketing opportunities. 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. Board approval for this Agreement is sought in accordance with *Texas Government Code* Section 2203.005(a) and The University of Texas System Policy UTS 130 pertaining to Vending Machine Contracts. This contract was competitively bid.

25. Lease - U. T. Rio Grande Valley: Authorization to ground lease approximately 0.22 acres of land and make improvements on property located at 2701 South Ware Road, McAllen, Hidalgo County, Texas, also known as Champion Lakes Golf Course, from the City of McAllen, Texas, for mission-related uses, including athletic programming; and finding of a public purpose

Description: U. T. Rio Grande Valley (UTRGV) proposes to ground lease approximately 0.22 acres of land, more or less, from the City of McAllen at its Champion Lakes Golf Course for a term of approximately 45 years from substantial completion, for a golf training facility to be paid for and constructed by the institution at a currently estimated project cost of approximately \$1,800,000 to be used by the institution's golf teams. At the end of approximately 45 years from substantial completion, it is expected that the golf facility constructed by the institution will be fully depreciated unless substantial renovation of the facility is, or has been, undertaken. The institution will own the improvements for the term of the Ground Lease. Once the lease term ends or is terminated, ownership of the improvements will be transferred to the Lessor.

Lessor: The City of McAllen, Texas

Rent: \$1 a year, plus operating expenses for the facility. The estimated operating expenses for the 45-year term of the lease is approximately \$720,000, assuming there are no property taxes or special assessments. The institution will be responsible for property taxes and special assessments, if any.

Public Purpose: UTRGV requests that The Board of Regents find that: (1) the proposed ground lease of a portion of Champion Lakes Golf Course from the City of McAllen, and UTRGV's construction of a golf training facility thereon, as described above, serves a public purpose appropriate to the function of UTRGV, including uses that enhance the athletic training and programming mission for the institution; (2) pursuant to the lease agreement, the consideration received by UTRGV, including the right of ownership and exclusive use of the to-be-built facility for a term that, absent a default by UTRGV, will be equal to or in excess of the facility's estimated useful life, as well as a below market rental rate, is adequate; and (3) UTRGV will have sufficient safeguards in place to ensure the public purpose will continue to be met on an ongoing basis, including lease provisions granting UTRGV the exclusive use of the ground leased premises and the to-be-built facility for the lease term, and controls over the design and construction of the facility.

26. Purchase - U. T. Rio Grande Valley: Authorization to purchase approximately 6.96 acres of mostly vacant land, comprised of three parcels to include a parcel at the 400 Block of North Sixth Avenue, a portion of the 400 Block of North Seventh Avenue, and a parcel consisting of four contiguous residential lots with a street address of 598 West Lovett Street, Edinburg, Hidalgo County, Texas, from the Edinburg Consolidated Independent School District, for future campus expansion; and possible exchange of a vacant tract of land located between North Sixth Avenue, West Kuhn Street, West Peter Street, and the Union Pacific Railroad

Description:	Purchase of approximately 6.96 acres of land, in three mostly vacant parcels separated by streets that are currently part of the administrative headquarters complex of the Edinburg Consolidated Independent School District (ECISD). The property includes paved parking areas serving the ECISD headquarters. Property also includes two unoccupied detached buildings totaling an estimated 13,700 square feet. U. T. Rio Grande Valley will demolish the buildings along with any other unusable improvements on the property.
Location:	Approximately one block from the eastern boundary of the institution's Edinburg campus, along the 400 Block of North Sixth Avenue, 400 Block of North Seventh Avenue, and a parcel consisting of four contiguous residential lots with a street address of 598 East Lovett Street, Edinburg, Hidalgo County, Texas
Seller:	Edinburg Consolidated Independent School District
Purchase Price:	Not to exceed fair market value as determined by independent appraisal. ECISD obtained an appraisal from Aguirre & Patterson, Inc.; U. T. Rio Grande Valley is obtaining an appraisal from Robinson, Duffy and Barnard, L.L.P. The appraisals being obtained by U. T. Rio Grande Valley, are confidential pursuant to <i>Texas Education Code</i> Section 51.951
Use:	Future programmed campus expansion, and other mission-related purposes. The institution is considering the property for initial uses to include student housing and/or parking.
Possible Land Exchange:	U. T. Rio Grande Valley may convey a parcel or parcels of vacant land that combine for approximately 1.34 acres located between North Sixth Avenue, West Kuhn Street, West Peter Street, and the Union Pacific Railroad right-of-way to the ECISD so that it may replace parking that is now located on the land to be acquired by the institution. Any land so conveyed in exchange for the subject properties will result in a reduction in the Purchase Price by the fair market value of such exchanged land.

- 27. Request for Budget Change - U. T. San Antonio: Transfer \$2,585,400 from Auxiliary Funds to Plant Funds for renovations to Chisolm Hall Dormitory (RBC No. 11734) -- amendment to the 2021-2022 budget

- 28. Request for Budget Change - U. T. San Antonio: Transfer \$9,900,000 from Auxiliary Funds to Plant Funds for classroom improvement project; funded by HEERF Lost Revenue funding received (RBC No. 11735) -- amendment to the 2021-2022 budget

- 29. Request for Budget Change - U. T. San Antonio: New Hire with Tenure -- amendment to the 2021-2022 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 Business					
Department of Management					
Dean					
Jonathon Halbesleben (T)	6/1-8/31	100	12	410,000	11713

30. Lease - U. T. San Antonio: Authorization to lease approximately 14,440 square feet of space in Building 940, 638 Davy Crockett Road, San Antonio, Bexar County, Texas, from the Port Authority of San Antonio, for mission use, including research and education in support of cybersecure manufacturing and automation

Description: Lease of space to be used by U. T. San Antonio for research and education in support of cybersecure manufacturing and automation in support of the institution's Cybersecurity Manufacturing Innovation Institute. U. T. San Antonio may use the space for other mission uses with the consent of Lessor. The space is located in a portion of a new flex commercial building and is in shell condition.

Total Area: Approximately 14,440 square feet of office and heated and air-conditioned space; in addition, the institution may use related parking and loading facilities.

Location: Building 940, 638 Davy Crockett Road, San Antonio, Bexar County, Texas, on the former Kelly Air Force Base

Lessor: Port Authority of San Antonio, a political subdivision of the State of Texas

Term: The term commences the earlier of July 1, 2022, or when the space is provided to U. T. San Antonio upon the substantial completion of construction of the tenant improvements by Lessor, and continues for eight years. Lessee has five two-year renewal options and an on-going right to terminate the lease at no additional cost after Lessee has paid to the Lessor the cost of tenant improvements as provided below.

Lease Cost: Base rent is \$0 throughout the initial term and the renewal terms. In addition, Lessor will pay the costs to maintain the common areas at the building. Lessee will pay for utilities and janitorial services, as well as for maintenance of the tenant improvements. Lessee will be responsible for its share of property taxes; however, the parties expect that this lease will be exempt from property taxes. The total cost of the lease, inclusive of tenant improvement costs and operating expenses throughout the initial term and all renewal terms is estimated at \$3,200,000.

Tenant Improvements: In lieu of rent, U. T. San Antonio will pay for the costs to design and build tenant improvements, up to \$1,800,000. The cost of the tenant improvements is funded using a special appropriation from the Texas Legislature.

31. Logo - U. T. Tyler: Proposed updated branding mark (logo) for athletic and student events

President Calhoun requests approval for the new U. T. Tyler Patriots athletic and spirit identity marks. The following athletic and spirit identity marks have been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor for External Relations and are submitted for approval by the U. T. System Board of Regents in accordance with Regents' *Rules and Regulations*, Rule 40801.

Following a thorough review and consultation with U. T. Tyler student-athletes, student leaders, faculty, staff, donor and alumni, the recommended marks were developed with external agency creative partners, who collaborated with the university on the development of the recently approved and deployed institutional logo. The new marks leverage the strategy and brand equities of the new academic logo approved by the Board of Regents on November 18, 2021, as well as that of the UT Health East Texas System brand.

With the U. T. Tyler Patriots now competing in NCAA Division II, the new athletic marks will contribute to building on the already positive reputation of the university's athletic programs. The identity system will also be used in spirit applications and help to highlight U. T. Tyler's mascot, Swoop.

The proposed Pantone Marking System colors are PMS 159 C Orange, PMS294 C Blue, and 428 C Gray.



UT TYLER PATRIOTS LOGOMARK
FULL EAGLE

UT TYLER PATRIOTS LOGOMARK
EAGLE HEAD WITH SHIELD



UT TYLER PATRIOTS WORD MARK



UT TYLER WORD MARK

The logo for UT Tyler, featuring the letters "UT" in orange, a small orange star, and the letters "TYLER" in blue, all in a bold, blocky font.

HEALTH AFFAIRS COMMITTEE

32. **Report - U. T. System Health Institutions: Fiscal Year 2021 Post-Tenure Review**

In accordance with *Texas Education Code* Section 51.942 and Regents' *Rules and Regulations*, Rule 31102, the following report on the Fiscal Year 2021 post-tenure review for the U. T. System health institutions is provided by the Executive Vice Chancellor for Health Affairs.

During Fiscal Year 2021, 214 tenured faculty members at the five health institutions with tenured faculty were subject to post-tenure review. Of the 214 faculty members reviewed, 122 or 57.0% were evaluated as Exceed Expectations; 87 or 40.7% received Meet Expectations; 3 or 1.4% received Does Not Meet Expectations; and 2 or 0.9% received Unsatisfactory evaluations. Five faculty members retired or resigned the tenured position before their post-tenure review.

The following summary tables provide additional details of the post-tenure review results for Academic Year 2020-2021.

Summary of Post-Tenure Review Results

	Total Subject to Review	Total Exceeds Expectations	Total Meets Expectations	Total Does Not Meet Expectations	Total Unsatisfactory	Decided to Retire or Resign Before Review
UTSWMC	55	40	13	0	2	0
UTMB	37	25	11	1	0	1
UTHSC-H	34	29	5	0	0	0
UTHSC-SA	37	22	13	2	0	4
UTMDACC	51	6	45	0	0	0
Total	214	122	87	3	2	5
		57.0%	40.7%	1.4%	0.9%	

Post-Tenure Review Results by Gender

	Subject to Review		Exceeds Expectations		Meets Expectations		Does Not Meet Expectations		Unsatisfactory		Decided to Retire or Resign Before Review	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
UTSWMC	40	15	29	11	10	3	0	0	1	1	0	0
UTMB	28	9	21	4	6	5	1	0	0	0	1	0
UTHSC-H	21	13	16	13	5	0	0	0	0	0	0	0
UTHSC-SA	23	14	13	9	8	5	2	0	0	0	3	1
UTMDACC	32	19	5	1	27	18	0	0	0	0	0	0
Total	144	70	84	38	56	31	3	0	1	1	4	1

Post-Tenure Review Results by Ethnicity

	Total Actually Reviewed					Exceeds Expectations				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTSWMC	41	0	3	10	1	33	0	1	6	0
UTMB	23	3	3	8	0	14	1	3	7	0
UTHSC-H	24	2	4	4	0	21	2	3	3	0
UTHSC-SA	26	1	4	6	0	17	1	1	3	0
UTMDACC	29	0	5	17	0	3	0	0	3	0
Total	143	6	19	45	1	88	4	8	22	0

	Meets Expectations					Does Not Meet Expectations				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTSWMC	8	0	2	2	1	0	0	0	0	0
UTMB	8	2	0	1	0	1	0	0	0	0
UTHSC-H	3	0	1	1	0	0	0	0	0	0
UTHSC-SA	7	0	3	3	0	2	0	0	0	0
UTMDACC	26	0	5	14	0	0	0	0	0	0
Total	52	2	11	21	1	3	0	0	0	0

	Unsatisfactory					Decided to Retire/Resign Before Review				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTSWMC	0	0	0	2	0	0	0	0	0	0
UTMB	0	0	0	0	0	0	0	0	1	0
UTHSC-H	0	0	0	0	0	0	0	0	0	0
UTHSC-SA	0	0	0	0	0	4	0	0	0	0
UTMDACC	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	2	0	4	0	0	1	0

PERFORMANCE THAT DOES NOT MEET EXPECTATIONS:

U. T. Medical Branch - Galveston: The faculty member was provided with an action plan on October 21, 2021, and met with faculty member's department Chair in January 2022 to discuss specific performance goals and expectations. Progress has been made and a future assessment is scheduled for April 2022.

U. T. Health Science Center - San Antonio: Both faculty members were given a plan for improvement that will be assessed at six-month intervals and as part of the Post-Tenure Review Evaluation in FY 2022.

UNSATISFACTORY PERFORMANCE:

U. T. Southwestern Medical Center: One faculty member, from prior Post-Tenure Review, was rereviewed and resigned on July 30, 2021. The other faculty member was provided with an action plan, had a reduction in salary, and will be reviewed again in 2022.

33. Contract (funds coming in) - U. T. Southwestern Medical Center: Academic Affiliation Agreement with Texas Health Resources

Agency: Texas Health Resources

Funds: \$110,000,000

Period: September 1, 2021 through August 31, 2026

Description: On October 2, 2015, the Board of Regents approved the formation of a health care network between U. T. Southwestern Medical Center (UTSWMC) and Texas Health Resources (THR) that is now known as Southwestern Health Resources. The Board approval included authority to "execute all documents, instruments, and other agreements, and to take all further actions deemed necessary to carry out the purpose and intent of the foregoing action, following review and approval by the Chancellor, the Executive Vice Chancellor for Health Affairs, and the Vice Chancellor and General Counsel."

Thus, UTSWMC and THR entered into an initial Master Affiliation Agreement (MAA) which addressed, in part, funding for the parties' academic affiliation, which includes UTSWMC's graduate medical educational program (GME) and other educational/clinical research programs.

UTSWMC and THR will continue their academic affiliation under this Amended and Restated Academic Affiliation Agreement (AAA) apart from the MAA. THR agrees to fund certain academic initiatives as part of the academic affiliation for a five-year period beginning on September 1, 2021, under the AAA.

In connection with the execution of the AAA, the MAA will be amended to remove all AAA references and will continue to govern the operational relationship between the parties. This will be the extent of the changes to the MAA. Any additional funding related to the academic affiliation between the parties will no longer be addressed under the MAA because of these revisions to the AAA.

34. Lease - U. T. Medical Branch - Galveston: Authorization to extend the lease of approximately 11,418 square feet of space located at 3737-3743 Red Bluff Drive, Harris County, Pasadena, Texas, from TriCal Commercial Investments, LLC, for medical office use

Description: The institution currently leases approximately 11,418 square feet of medical office space at Beltway Office Park, located at 3737-3743 Red Bluff Drive in Pasadena, Texas. The existing space is used as a Regional Women's Services and Pediatrics clinic, formerly known as Regional Maternal and Child Health Program (RMCHP), which is for mothers and infants serving the underprivileged community. This clinic offers the ability to educate mothers on infant care in both nutrition and hygiene.

Lessor: TriCal Commercial Investments, LLC

Term: The term of the lease will be for 60 months, commencing on March 1, 2022, and expiring on February 28, 2027.

Lease Cost: Estimated rent (including make-up rent from February 1, 2021 through February 28, 2022) for the lease renewal is \$1,310,693.25.

The commencement date of the initial lease was August 1, 1993, in which the tenant occupied approximately 1,680 square feet. The lease has been amended over the years with the tenant expanding and leasing office space within the building. As of February 1, 2011, UTMB occupied approximately 11,418 square feet with no changes to the size of leased space.

Base Rent over the renewal period will be \$22.00 per square foot annually or \$20,933 monthly with 0.50 cent per square foot annual increases thereafter. Tenant will be responsible for any additional operating expenses over the base year of 2021 (which is approximately \$9.17 per square foot and if assuming 3% annual operating expense increases over the term of the renewal period will be approximately \$49,017) and any additional incremental increase in premium costs for landlord's liability insurance to be increased from \$5,000,000 to \$10,000,000, which is estimated to be \$17,500 for the renewal period. As of the extension period, Tenant will be responsible to pay electricity charges directly to the utility company for Tenant's separately metered premises. In exchange, Landlord will reduce the monthly base rent of the lease by \$919.90, which is the estimated average monthly costs for Tenant's electricity. Any and all additional electricity charges for the premises will be the responsibility of the Tenant. In addition, Lessee will pay the cost of \$5,000 annually to maintain the existing HVAC system servicing the premises.

Total Cost: Total estimated lease expense over the prior lease terms and proposed extension is approximately \$5,827,149, which includes all operating expenses, past, and proposed tenant improvement dollars, and all additional costs outlined above. This lease renewal is being brought to the Board for approval as the total costs now exceed the institution's contract threshold.

Tenant Improvements: The institution will contribute approximately \$560,000 towards improvements to the leased space.

35. Lease - U. T. Health Science Center - Houston: Authorization to lease approximately 73,250 square feet of space at 1836 San Jacinto Street, Austin, Travis County, Texas, from the Employee Retirement System of Texas, for mission uses

Description: Lease of space to be used by U. T. Health Science Center - Houston for mission use, including educational, research, and administrative use in support of the institution's School of Public Health. The space is located in an approximately 225,400 square foot new office and commercial building and is in shell condition. U. T. Health Science Center - Houston's Austin program is currently housed in three leased spaces totaling approximately 31,600 square feet; the institution plans to consolidate its Austin program into the subject lease space.

Total Area: Approximately 73,250 square feet of space; in addition, the institution may lease approximately 147 parking spaces in an attached parking structure.

Location: 1836 San Jacinto Street, at the corner of Martin Luther King Jr. Boulevard, Austin, Texas

Lessor: Employee Retirement System of Texas, an agency of the State of Texas

Term: The term commences on substantial completion of construction or earlier if Lessee delays completion, currently estimated to be December 2023, and continues for 150 months. In addition, Lessee has two five-year renewal options.

- Lease Cost: Approximately \$54,700,000 in base rent, estimated operating expenses, and parking charges over the 150-month initial term. After six months at \$0, base rent for the space will be \$36 per square foot; rent increases 2.75% annually. In addition, base rent for the renewal terms, if exercised, shall be current fair market value at time of such renewal. Initial operating expenses are estimated to be approximately \$15.47 per square foot. Lessee will pay its pro-rata share of actual operating expense costs. Lessee will be responsible for its share of property taxes; however, the parties expect that this lease will be exempt from property taxes. Parking charges are initially \$185 per space per month and will increase 2.75% annually.
- Tenant Improvements: Total tenant improvement costs are preliminarily estimated at approximately \$140 per square foot, for a total of approximately \$18,600,000, of which the Lessor is providing a tenant allowance of \$90 per square foot and U. T. Health Science Center - Houston will contribute the remainder. The institution's cost is expected to total approximately \$12,000,000.
- Source of Funds: Revenue Financing System debt in the amount of \$12,000,000 for tenant improvements to be repaid out of designated tuition. The institution's Scorecard Rating of 3.6 at fiscal year-end 2021 is below the maximum threshold of 6.0 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. Health Science Center - Houston in an aggregate amount not to exceed \$12,000,000, and this action satisfies the official intent requirements set forth in Section 1.150-2 of the *Code of Federal Regulations*.
- Total Cost: Total lease cost of approximately \$54,700,000, plus approximately \$12,000,000 in tenant improvement costs, for a total cost of approximately \$66,700,000.

36. Contract (funds coming in) - U. T. Health Science Center - San Antonio: To provide comprehensive professional medical services, administrative support, and non-emergency, and emergency coverage services for Bexar County Hospital District, dba University Health System

Agency: Bexar County Hospital District, dba University Health System

Funds: \$279,495,465 annually

Period: January 1, 2022 through August 31, 2023

Description: Master Health Care Services Agreement between U. T. Health Science Center - San Antonio and Bexar County Hospital District, dba University Health System.

This Agreement continues a long-standing annual coverage arrangement between U. T. Health Science Center - San Antonio and University Health System under which U. T. Health Science Center - San Antonio provides comprehensive professional medical services, administrative support, and non-emergency, and emergency coverage services for University Health System.

U. T. Health Science Center - San Antonio bills and collects for all professional medical services supplied by its providers.

37. Contract (funds coming in) - U. T. Health Science Center - San Antonio: Standard hospital operational agreement utilized to continue to incentivize improved quality metrics regarding the performance of comprehensive professional medical services for Bexar County Hospital District, dba University Health System

Agency: Bexar County Hospital District, dba University Health System

Funds: Approximately \$7,000,000

Period: January 1, 2022 through August 31, 2023

Description: Quality Improvement Agreement between U. T. Health Science Center - San Antonio and Bexar County Hospital District, dba University Health System.

This standard hospital operational agreement articulates the parties' agreed upon framework that will be used to systematically improve care but is not in response to any perception that care previously provided was not good, high-quality care. Quality improvement agreements such as these are common and seek to standardize processes and structures to reduce variation, achieve predictable results, and obtain even greater outcomes for patients, healthcare systems, and organizations. This agreement has been designed with agreed upon metrics and data measurement tools to monitor and incentivize improved clinical quality regarding the comprehensive professional medical services for University Health System.

38. Contract (funds coming in) - U. T. Health Science Center - San Antonio: To provide comprehensive physician administrative support services for Bexar County Hospital District, dba University Health System

Agency: Bexar County Hospital District, dba University Health System

Funds: Approximately \$13,995,970 annually

Period: January 1, 2022 through August 31, 2023

Description: Annual Operating Agreement for Medical Directorship between U. T. Health Science Center - San Antonio and Bexar County Hospital District, dba University Health System.

This Agreement continues the long-standing arrangement between U. T. Health Science Center - San Antonio and University Health System under which U. T. Health Science Center - San Antonio provides comprehensive physician administrative support (medical directorship) services for University Health System.

39. Contract (funds coming in) - U. T. Health Science Center - San Antonio: To provide comprehensive administrative support services for Bexar County Hospital District, dba University Health System

Agency: Bexar County Hospital District, dba University Health System

Funds: Approximately \$18,000,000

Period: January 1, 2022 through August 31, 2023

Description: Annual Operating Agreement for General Services between U. T. Health Science Center - San Antonio and Bexar County Hospital District, dba University Health System under which U. T. Health Science Center - San Antonio provides comprehensive administrative support services for University Health System.

40. Contract (funds coming in) - U. T. Health Science Center - San Antonio: To provide comprehensive medical care of newborns that require hospitalization at University Hospital, dba Bexar County Hospital District

Agency: Community Medicine Associates, dba University Medicine Associates (UMA), the certified non-profit healthcare corporation whose sole member is the Bexar County Hospital District, hereinafter referred to as UMA

Funds: Approximately \$6,100,000

Period: January 1, 2022 through December 31, 2022

Description: Neonatology Provider Agreement between U. T. Health Science Center - San Antonio and UMA

This Agreement continues a long-standing clinical coverage arrangement between U. T. Health Science Center - San Antonio and UMA, in support of the Bexar County Hospital District, dba University Hospital, U. T. Health Science Center - San Antonio's primary clinical affiliate for inpatient activity, under which U. T. Health Science Center - San Antonio provides comprehensive medical care of newborns that require hospitalization at University Hospital.

41. Request for Budget Change - U. T. Health Science Center - San Antonio: New Hires with Tenure -- amendment to the 2021-2022 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 \$	
School of Medicine					
Biochemistry and Structural Biology Professor					
Daohong Zhou (T)	3/1-8/31	100	12	250,000	11725
Biochemistry and Structural Biology Professor					
Reuben Harris (T)	4/11-8/31	100	12	280,000	11729

42. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Aramark Healthcare Support Services, LLC, to deliver retail food and nutrition operational base management services

Agency: Aramark Healthcare Support Services, LLC

Funds: Total cost of services under this Agreement, including all renewals, is estimated to be \$166,000,000.

Period: January 1, 2022 through December 31, 2026; with two one-year renewal options

Description: Aramark Healthcare Support Services, LLC, will offer retail food and nutrition operational base management services across the U. T. M. D. Anderson Cancer Center campus, as well as additional or satellite facilities within the Houston metropolitan area that U. T. M. D. Anderson Cancer Center may construct in the future during the term of the Agreement. The Agreement was competitively bid.

43. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Amendment to Agreement with Protiviti, Inc., to provide accounting and financial reporting personnel

Agency: Protiviti, Inc.

Funds: The total value of the services under the Agreement is approximately \$6,400,000.

Period: February 23, 2022 through August 31, 2022

Description: Protiviti, Inc., will provide accounting and financial reporting personnel to assess Sarbanes-Oxley compliance regarding planning, documenting, testing, assuring quality, remediation, data repository, and reporting for U. T. M. D. Anderson Cancer Center's Department of Financial Controls. The initial Agreement was effective from September 18, 2017 through August 31, 2020, with two renewal options of 12 months each. The First Amendment was effective October 21, 2019, and increased the cap amount to \$3,700,000. The Second Amendment was effective June 1, 2020, and extended the term to August 31, 2021, and increased the cap amount to \$4,875,000. The Third Amendment was effective August 3, 2021, and extended the term to August 31, 2022. The Fourth Amendment was effective January 25, 2022, and increased the cap amount to \$5,000,000. The initial Agreement and first four amendments did not require Board approval as the cap amount was within the institution's delegated approval threshold. The initial Agreement was competitively bid. This Fifth Amendment increases the cap amount to \$6,400,000. There are no remaining renewals.

44. Request for Budget Change - U. T. M. D. Anderson Cancer Center: New Hires with Tenure -- amendment to the 2021-2022 budget

The following Requests for Budget Changes (RBC) have been administratively approved by 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 \$	
Medical Staff					
Nursing					
Chair, Professor Eileen Hacker(T)	3/1-8/31	100	12	285,000	11718
Cancer Center Imaging					
Professor Chad Quarles (T)	6/1-8/31	100	12	285,000	11720
Translational Molecular Pathology					
Professor YinYin Yuan (T)	6/1-8/31	100	12	300,000	11721

FACILITIES PLANNING AND CONSTRUCTION COMMITTEE

No items for Consent Agenda