



**TABLE OF CONTENTS  
THE UNIVERSITY OF TEXAS SYSTEM BOARD OF REGENTS  
CONSENT AGENDA**

**Committee and Board Meetings:**  
August 24 - 25, 2022  
Austin, Texas

		<b>Page</b>
<b>MEETING OF THE BOARD</b>		
1.	Minutes - <b>U. T. System Board of Regents:</b> Approval of Minutes of the regular meeting held May 4-5, 2022; and the special called meeting held June 28, 2022	<b>333</b>
2.	Resolution - <b>U. T. System Board of Regents:</b> Adoption of resolution regarding the list of Key Management Personnel authorized to negotiate, execute, and administer classified government contracts (Managerial Group)	<b>333</b>
<b>AUDIT, COMPLIANCE, AND RISK MANAGEMENT COMMITTEE</b>		
3.	Contract (funds going out) - <b>U. T. System:</b> Deloitte & Touche LLP to provide external audit services	<b>335</b>
4.	Other Matters - <b>U. T. System:</b> Approval of Revisions to the U. T. System Model Policy for Sexual Harassment and Sexual Misconduct, and approval of Subsequent Revisions to Sexual Harassment and Sexual Misconduct Policies at U. T. Academic and Health Institutions	<b>336</b>
<b>FINANCE AND PLANNING COMMITTEE</b>		
5.	Contract (funds going out) - <b>U. T. System:</b> Marsh USA, Inc. to provide Rolling Owner Controlled Insurance Program (ROCIP) Brokerage and Administration Services	<b>371</b>
6.	Contract (funds going out) - <b>U. T. System:</b> Master Service Agreements with 10 prequalified firms, listed below, to provide risk management and insurance broker services	<b>371</b>
<b>ACADEMIC AFFAIRS COMMITTEE</b>		
7.	Request for Budget Change - <b>U. T. Arlington:</b> New award of tenure appointments	<b>372</b>
8.	Employment Agreement - <b>U. T. Arlington:</b> Approval of terms of Employment Agreement for new Athletic Director Jon Fagg	<b>374</b>
9.	Contract (funds coming in and going out) - <b>U. T. Austin:</b> Master Medical Education Services Agreement with Ascension Seton related to the provision of clinical training, educational services, administration of graduate medical educational programs, society mentorship, and other related administrative services by physicians employed by U. T. Austin's Dell Medical School	<b>375</b>

	<b>Page</b>
10. Contract (funds coming in) - <b>U. T. Austin:</b> Amendment to Master Physician Services Agreement with Seton Hospitalist Service, Tri-County Clinical, Seton/U. T. Austin Dell Medical School University Physicians Group, Dell Children's Medical Group, and Seton Family of Doctors related to the provision of clinical and other related administrative services by physicians who are employed by U. T. Austin's Dell Medical School	<b>376</b>
11. Contract (funds coming in and going out) - <b>U. T. Austin:</b> HiEd, Market Enginuity, Inc., to provide underwriting and other business services for KUT	<b>377</b>
12. Contract (funds going out) - <b>U. T. Austin:</b> Purchase Order with GE Packaged Power, LLC, to provide major overhaul, refurbishment, and upgrade of a turbine engine	<b>377</b>
13. Foreign Contract - <b>U. T. Austin:</b> Agreement with the Instituto Nacional de Bellas Artes y Literatura/Museo de Arte Moderno, Mexican governmental entity	<b>377</b>
14. Request for Budget Change - <b>U. T. Austin:</b> Transfer \$25,000,000 from Vice President of Business Affairs (VPBA) – Reserve – AUF – Instruction, Allocation for Budget Adjustments to Project Management and Controls System (PMCS) – Repair and Replacement (R&R): Safety and Code – PMCS R&R: Safety and Code FY22 Allocation to increase current annual base allocation to allow critical infrastructure project to continue, ensure predictable and necessary replacement and repair requirements are completed, and completion of urgent campus facility repairs (RBC No. 11742) -- amendment to the 2021-2022 budget	<b>378</b>
15. Request for Budget Change - <b>U. T. Austin:</b> Transfer \$6,100,100 from Utility (Util) – Utility Plant – UEM Operating Income to Utility (Util) Power Plant Expansion (PPE) GT10 Major Overhaul – All expenses for new funding of Utility Power Plant Expansion (RBC No. 11751) -- amendment to the 2021-2022 budget	<b>379</b>
16. Request for Budget Change - <b>U. T. Austin:</b> New award of tenure appointments	<b>379</b>
17. Employment Agreement - <b>U. T. Austin:</b> Approval of terms of new Employment Agreement for current Head Softball Coach Michael White	<b>383</b>
18. Employment Agreement - <b>U. T. Austin:</b> Approval of terms of new Employment Agreement for current Head Men's and Women's Cross Country and Men's and Women's Indoor and Outdoor Track and Field Coach Edrick B. Floréal	<b>384</b>
19. Employment Agreement - <b>U. T. Austin:</b> Approval of amendments to terms of Employment Agreement for current Head Women's Basketball Coach Vic Schaefer and related Professional Services and License Agreement with The Pressin' Rockin'S	<b>385</b>
20. Employment Agreement - <b>U. T. Austin:</b> Approval of amendments to terms of Restated Employment Agreement for current Head Women's Tennis Coach Howard Joffe	<b>387</b>
21. Employment Agreement - <b>U. T. Austin:</b> Approval of amendments to terms of Employment Agreement for current Head Men's Golf Coach John Fields and related Professional Services and License Agreement with to-be-named company	<b>388</b>
22. Employment Agreement - <b>U. T. Austin:</b> Approval of terms of Employment Agreement for new Assistant Baseball Coach Steve Rodriguez	<b>390</b>

	<b>Page</b>
23. Request for Budget Change - <b>U. T. Dallas</b> : New Hire with Tenure -- amendment to the 2020-2021 budget	<b>391</b>
24. Request for Budget Change - <b>U. T. Dallas</b> : New Hire with Tenure -- amendment to the 2021-2022 budget	<b>391</b>
25. Request for Budget Change - <b>U. T. Dallas</b> : New award of tenure appointments	<b>392</b>
26. Lease - <b>U. T. Dallas</b> : Authorization to lease approximately 14,500 rentable square feet of space contained in various suites within the Visitor Center and University Bookstore (VCB) building at 800 West Campbell Road, Richardson, Dallas County, Texas, to Follett Higher Education Group, Inc. for use as an on-campus bookstore, tech store, and coffee shop	<b>393</b>
27. Contract (funds going out) - <b>U. T. El Paso</b> : ABM Texas General Services, Inc., to provide custodial and hardscape services	<b>394</b>
28. Request for Budget Change - <b>U. T. El Paso</b> : Transfer \$3,558,387 from SEUP-Road Shows and Special Events Revenue to Road Shows and Special Events Expenses to adjust budget related to increased event activity (RBC No. 11796) -- amendment to the 2021-2022 budget	<b>394</b>
29. Request for Budget Change - <b>U. T. El Paso</b> : New Hires with Tenure -- amendment to the 2021-2022 budget	<b>395</b>
30. Request for Budget Change - <b>U. T. El Paso</b> : New award of tenure appointments	<b>396</b>
31. Request for Budget Change - <b>U. T. Permian Basin</b> : New award of tenure appointments	<b>397</b>
32. Contract (funds coming in) - <b>U. T. Rio Grande Valley</b> : Approval of Amendment and Extension to Annual Operating Agreement to the Affiliation Agreement between Doctors Hospital at Renaissance, Ltd., and U. T. Rio Grande Valley	<b>398</b>
33. Request for Budget Change - <b>U. T. Rio Grande Valley</b> : New award of tenure appointments	<b>398</b>
34. Employment Agreement - <b>U. T. Rio Grande Valley</b> : Approval of amendment and restatement of terms of Employment Agreement for current Head Men's Baseball Coach Derek Matlock	<b>400</b>
35. Lease - <b>U. T. Rio Grande Valley</b> : Authorization to lease space, as lessor, in a to-be-built building located on approximately 9.79 acres north of East Freddy Gonzalez Drive between South Interstate Highway 69c and South 21st Avenue in Edinburg, Hidalgo County, Texas, to the Edinburg Consolidated Independent School District for a proposed Dual Credit Program High School; and a finding of public purpose	<b>402</b>
36. Lease - <b>U. T. Rio Grande Valley</b> : Authorization to amend and extend a lease of up to approximately 36,888 usable square feet of space located at 2106 Treasure Hills Boulevard, Harlingen, Cameron County, Texas, to the United States of America for a Veterans Affairs Outpatient Clinic	<b>404</b>

	<b>Page</b>
37. Lease - <b>U. T. Rio Grande Valley</b> : Authorization to add and subtract premises and to further extend the term of leased space located at 80 Fort Brown Road, Brownsville, Cameron County, Texas, on the Texas Southmost College campus, from the Texas Southmost College District, for administrative, office, classroom, laboratory, and ancillary uses	<b>405</b>
38. Request for Budget Change - <b>U. T. San Antonio</b> : New award of tenure appointments	<b>406</b>
39. Request for Budget Change - <b>U. T. Tyler</b> : New award of tenure appointments	<b>408</b>
<b>HEALTH AFFAIRS COMMITTEE</b>	
40. Contract (funds coming in) - <b>U. T. Southwestern Medical Center</b> : To provide professional and technical services to support the operations of UT Southwestern Moncrief Cancer Center, a not-for-profit corporation	<b>410</b>
41. Contract (funds going out) - <b>U. T. Southwestern Medical Center</b> : Amendment to Agreement with ABM Industry Group, LLC, to provide custodial housekeeping services to campus buildings and health facilities	<b>410</b>
42. Contract (funds going out) - <b>U. T. Southwestern Medical Center</b> : Aspiro Agency, LLC, to provide paid digital advertising services	<b>411</b>
43. Contract (funds going out) - <b>U. T. Southwestern Medical Center</b> : Gilly National, Inc., to provide vending services	<b>411</b>
44. Contract (funds going out) - <b>U. T. Southwestern Medical Center</b> : Medtronic USA, Inc., to provide a robotic system for neurological and spinal procedures	<b>412</b>
45. Request for Budget Change - <b>U. T. Southwestern Medical Center</b> : New award of tenure appointments	<b>412</b>
46. Lease - <b>U. T. Southwestern Medical Center</b> : Authorization to lease approximately 19,835 square feet of space located at 5641 Southwestern Medical Avenue, Dallas, Dallas County, Texas, to CDM Management, Inc., for daycare use	<b>414</b>
47. Lease - <b>U. T. Southwestern Medical Center</b> : Authorization to lease approximately 69,256 rentable square feet of space located within Core 35 Logistics Center III - Building A on Walnut Lane, Dallas, Dallas County, Texas, from Wallcon Industrial, L.P., for mission support uses, including to serve as a repair facility and distribution hub/storage for medical equipment and related accessories	<b>415</b>
48. Contract (funds coming in) - <b>U. T. Medical Branch - Galveston</b> : Amendment to Agreement with Shriners Hospitals for Children to provide various services	<b>416</b>
49. Request for Budget Change - <b>U. T. Medical Branch - Galveston</b> : New Hires with Tenure -- amendment to the 2021-2022 budget	<b>417</b>

	<b>Page</b>
50. Request for Budget Change - <b>U. T. Medical Branch - Galveston</b> : New award of tenure appointments	<b>418</b>
51. Contract (funds coming in) - <b>U. T. Health Science Center - Houston</b> : Amendment to Agreement with Memorial Hermann Health System to provide financial support for U. T. Health Science Center - Houston's academic, research, and community service programs	<b>419</b>
52. Request for Budget Change - <b>U. T. Health Science Center - Houston</b> : Tenure Appointment -- amendment to the 2021-2022 budget	<b>419</b>
53. Request for Budget Change - <b>U. T. Health Science Center - Houston</b> : New award of tenure appointments	<b>420</b>
54. Seal - <b>U. T. Health Science Center - Houston</b> : Approval for use and implementation of new institutional marks for use as an academic seal	<b>422</b>
55. Contract (funds going out) - <b>U. T. Health Science Center - San Antonio</b> : Epic Hosting, LLC to provide certain Hosting Services and other professional services related to the EPIC license for Electronic Medical Record	<b>424</b>
56. Request for Budget Change - <b>U. T. Health Science Center - San Antonio</b> : New Hires with Tenure -- amendment to the 2021-2022 budget	<b>425</b>
57. Request for Budget Change - <b>U. T. Health Science Center - San Antonio</b> : New award of tenure appointments	<b>425</b>
58. Lease - <b>U. T. Health Science Center - San Antonio</b> : Authorization to lease approximately 8,450 usable square feet of space located on the 2nd floor at 8435 Wurzbach Road, Bexar County, San Antonio, Texas, from Gateway Medical Developer, LLC, for medical office and clinical use	<b>427</b>
59. Lease - <b>U. T. Health Science Center - San Antonio</b> : Authorization to lease approximately 16,252 usable square feet of space located on the 3rd floor at 8435 Wurzbach Road, Bexar County, San Antonio, Texas, from Gateway Medical Developer, LLC, for medical office and clinical use	<b>428</b>
60. Lease - <b>U. T. Health Science Center - San Antonio</b> : Authorization to lease approximately 19,670 rentable square feet of space located at 5109 Medical Drive, Bexar County, San Antonio, Texas, from PPH Real Estate, LLC, for medical office and clinical use	<b>429</b>
61. Contract (funds coming in) - <b>U. T. M. D. Anderson Cancer Center</b> : Burd Health LLC to forward cancer screening guidelines and survey questions regarding cancer prevention and early detection of cancer for review and feedback from U. T. M. D. Anderson Cancer Center to help identify cancer risks of Burd Health's members	<b>430</b>
62. Contract (funds going out) - <b>U. T. M. D. Anderson Cancer Center</b> : Amendment to Agreement with The Chartis Group, LLC, to provide patient access improvement project services	<b>431</b>

	<b>Page</b>
63. <a href="#">Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Amendment to Agreement with NAS Recruitment Communications, LLC, to configure and host responsive platform-optimized search pages to assist with employee recruitment</a>	<b>432</b>
64. <a href="#">Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Amendment to Agreement with Health Language, Inc., to provide license to use and possess proprietary software of use with U. T. M. D. Anderson Cancer Center products</a>	<b>433</b>
65. <a href="#">Request for Budget Change - U. T. M. D. Anderson Cancer Center: New Hires with Tenure -- amendment to the 2021-2022 budget</a>	<b>434</b>
66. <a href="#">Request for Budget Change - U. T. M. D. Anderson Cancer Center: New Hire with Tenure -- amendment to the 2022-2023 budget</a>	<b>435</b>

**FACILITIES PLANNING AND CONSTRUCTION COMMITTEE**

No items for Consent Agenda

**ADDITIONAL CONSENT AGENDA ITEM  
ACADEMIC AFFAIRS COMMITTEE**

67. <a href="#">Foreign Contract - U. T. Austin: Pinacoteca do Estado de São Paulo, State Department of Culture, State of São Paulo, Brazil will loan three artworks for an exhibit at the U. T Austin, Visual Arts Center</a>	<b>436</b>
--	------------

## MEETING OF THE BOARD

1. Minutes - U. T. System Board of Regents: Approval of Minutes of the regular meeting held May 4-5, 2022; and the special called meeting held June 28, 2022
2. Resolution - U. T. System Board of Regents: Adoption of resolution regarding the list of Key Management Personnel authorized to negotiate, execute, and administer classified government contracts (Managerial Group)

To comply with the Department of Defense National Industrial Security Program Operating Manual (NISPOM) requirements, it is recommended that the Board of Regents approve the revised resolution set forth below regarding exclusion of individuals from the list of Key Management Personnel (KMP) authorized to negotiate, execute, and administer classified government contracts. The revisions reflect the appointment of a new Student Regent.

A Resolution amending the Managerial Group list was last adopted by the Board of Regents on August 19, 2021.

NISPOM defines KMP as "all entity officials who either hold majority interest or stock in, or have direct or indirect authority to influence or decide issues affecting the management or operations of, the entity or classified contract performance." The Manual requires that the Senior Management Official (SMO), Facility Security Officer (FSO), and the Insider Threat Program Senior Official (ITPSO) must always be designated as part of the Managerial Group and be cleared at the level of the Facility Clearance. Other officials or KMPs, as determined by the Defense Counterintelligence and Security Agency (DCSA), must be granted Personal Security Clearances or be formally excluded by name from access to classified material.

### RESOLUTION

BE IT RESOLVED:

- a. That those persons occupying the following positions at The University of Texas System and The University of Texas at Austin shall be known as the Managerial Group, having the authority and responsibility for the negotiation, execution, and administration of Department of Defense (DoD) or User Agency contracts, as described in 32 CFR Part 117, "National Industrial Security Program Operating Manual" (NISPOM):

James B. Milliken, J.D., Chancellor, The University of Texas System  
Jay Hartzell, Ph.D., President, The University of Texas at Austin  
Sharon L. Wood, Ph.D., Provost, The University of Texas at Austin  
Daniel T. Jaffe, Ph.D., Vice President for Research, The University of Texas  
at Austin  
Seth J. Wilk, Army Futures Command Director, The University of Texas  
at Austin

Francis J. Landry III, Facility Security Officer (FSO), The University of Texas System/Security Manager, Applied Research Labs, The University of Texas at Austin

Patrick H. Vetter, Insider Threat Program Senior Official (ITPSO), The University of Texas System/Assistant Security Director, Applied Research Labs, The University of Texas at Austin

Brandon H. Norwat, Associate Director, Science and Security, The University of Texas at Austin

James R. (Trey) Atchley III, Chief Inquiry Officer, The University of Texas System

Helen T. Mohrmann, Chief Information Security Officer, The University of Texas System

Michael J. Heidingsfield, Director of Police, The University of Texas System

The Chief Executive Officer (i.e., the Chancellor) is the highest ranking member of the Managerial Group. The Chancellor and the members of the Managerial Group have been processed, or will be processed, for a personnel security clearance for access to classified information to the level of the facility security clearance granted to this institution, as provided for in the NISPOM.

The Managerial Group is hereby delegated all of the Board's duties and responsibilities pertaining to the protection of classified information under classified contracts of the DoD or User Agencies of the NISPOM awarded to U. T. System, including U. T. Austin.

- b. That the following named members of the U. T. System Board of Regents shall not require, shall not have, and can be effectively excluded from access to all classified information in the possession of U. T. System, including U. T. Austin, and do not occupy positions that would enable them to affect adversely the policies and practices of the U. T. System, including U. T. Austin, in the performance of classified contracts for the Department of Defense or User Agencies of the NISPOM awarded to the U. T. System, including U. T. Austin, and need not be processed for a personnel security clearance:

Members of the U. T. System Board of Regents:

Kevin P. Eltife, Chairman

Janiece Longoria, Vice Chairman

James C. "Rad" Weaver, Vice Chairman

Christina Melton Crain

R. Steven Hicks

Jodie Lee Jiles

Nolan E. Perez, M.D.

Stuart W. Stedman

Kelcy L. Warren

~~Thuy Dan "Mimi" Nguyen, Student Regent from June 1, 2021 to May 31, 2022  
(nonvoting)~~

Neelesh C. Mutyala, Student Regent from June 1, 2022 to May 31, 2023  
(nonvoting)

## AUDIT, COMPLIANCE, AND RISK MANAGEMENT COMMITTEE

3. Contract (funds going out) - U. T. System: Deloitte & Touche LLP to provide external audit services

Agency: Deloitte & Touche LLP

Funds: \$29,257,587

Period: June 1, 2022 through May 31, 2028

Description: Subject to the delegation of authority by the State Auditor's Office, Deloitte & Touche LLP will provide a) external audit services for the Systemwide consolidated financial reports; b) stand-alone financial statement audits for U. T. Austin, U. T. M. D. Anderson Cancer Center, U. T. Southwestern Medical Center, U. T. Medical Branch - Galveston, and a stand-alone audit of The University of Texas/Texas A&M Investment Management Company funds; c) reviews required by Southern Association of Colleges and Schools (SACS) for U. T. Arlington, U. T. Dallas, and U. T. Health Science Center - San Antonio; and d) Cancer Prevention and Research Institute (CPRIT) compliance audits for U. T. Austin, U. T. Medical Branch - Galveston, U. T. Health Science Center - Houston, U. T. Health Science Center - San Antonio, the Health Science Center at U. T. Tyler, and U. T. M. D. Anderson Cancer Center.

The total costs under this contract are broken down as follows for Fiscal Years 2022-2027 \$25,324,052 for audit services described in a) and b) above; \$1,390,995 for the reviews required by SACS; and \$2,542,540 for the CPRIT compliance audits. Services were competitively bid.

4. Other Matters - U. T. System: Approval of Revisions to the U. T. System Model Policy for Sexual Harassment and Sexual Misconduct, and approval of Subsequent Revisions to Sexual Harassment and Sexual Misconduct Policies at U. T. Academic and Health Institutions

Consistent with state law and Regents' Rule 30105 (Sexual Harassment, Sexual Misconduct, and Consensual Relationships), the Chancellor, Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Health Affairs, and the Vice Chancellor and General Counsel recommend the Board approve substantive revisions to the Model Policy for Sexual Misconduct and also approve any individual academic and health institution policies revised in accordance with substantive revisions to the Model Policy, following review by the Office of Systemwide Compliance and the Office of General Counsel.

BACKGROUND INFORMATION

The Office of Systemwide Compliance recently revised its Model Policy for Sexual Misconduct, set forth on the following pages, to comply with recent Violence Against Women Act (VAWA) Reauthorization updates which will be effective October 1, 2022. Additionally, the Model Policy includes substantive revisions for additional clarity to existing definitions and procedures, also made to comply with applicable laws and regulations. The revised policy has been reviewed by the Office of Systemwide Compliance and the Office of General Counsel and has been found to comply with applicable laws and regulations.

If the proposed revisions to the Model Policy are approved by the Board, the academic and health institutions will then revise their institutional policies accordingly and submit for review by the Office of Systemwide Compliance and Office of General Counsel before taking effect.

The proposed substantive revisions to the Model Policy are as follows:

- Revising the definition of “Domestic Violence” to comply with the revised VAWA definition of “Domestic Violence,” and adding the terms and definitions of “Economic Abuse” and “Technological Abuse.”
- Revising the definition of “Other Inappropriate Sexual Conduct” to clarify that unprofessional conduct, if physical, is prohibited if it is objectively offensive to a reasonable person and is also so severe or pervasive that it creates a Hostile Environment.
- Clarifying the definition of “Coercion” to require that pressure to compel another individual to engage in sexual activity against an individual’s will be unreasonable, and moving the existing examples listed under the “Coercion” definition to the “Sexual Exploitation” definition as a better representation and classification of the existing examples.
- Revising the definition of “Rape” to clarify that causation of penetration without the consent of the victim is required to meet the definition.

- Revising the “Failure to Report” provision to clarify that the institution’s policy requires Responsible Employees to report all acts reasonably believed to be Sexual Misconduct, not just the types of incidents required by state law.
- Adding a 21-day timeframe for issuing Hearing Officer determinations.

**The University of Texas System  
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 3.2  
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 education 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), Violence Against Women Act (VAWA), and Clery Act. Sexual Misconduct, Retaliation, and other conduct prohibited under this Policy 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 incidents that could constitute violations of this Policy to the Title IX Coordinator (as outlined in Section 3.1 of this Policy).

1.3 Free Speech. Freedom of speech and principles of academic freedom are central to the mission of institutions of higher education. Constitutionally protected expression cannot be considered Sexual Misconduct under this Policy.

Sec. 2 Applicability and Scope.

2.1 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 that occurs on University owned or controlled premises, in an education program or activity including University sponsored or supported events, buildings owned or controlled by student organizations officially recognized by the University, or off campus when the conduct potentially affects a person's education or employment with the University or potentially poses a risk of harm to members of the University community. It also applies regardless of the gender, gender identity or sexual orientation of the parties.

2.2 Prohibited Conduct under this Policy: Sexual Misconduct (which includes Sex Discrimination, Sexual Harassment, Sexual Assault, Domestic Violence, Dating

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

---

Violence, Stalking, Sexual Exploitation, and Other Inappropriate Sexual Conduct); ~~Sexual Exploitation~~; Retaliation; Failure to Report (for a Responsible Employee); and False Information and False Complaints. Violations of Prohibited Conduct under this Policy will be adjudicated in accordance with this Policy. The definitions of Prohibited Conduct are in the Definitions Section of this Policy.

Sec. 3 Reporting Incidents.

3.1 General Statement Empowering Community. This policy distinguishes between *reporting* sexual misconduct incidents on the one hand and *filing Formal Complaints* on the other. Reporting Sexual Misconduct incidents informs the University of the incident, which allows the institution to provide Supportive Measures (as outlined in Section 5.2 of this Policy) to the Complainant and does not necessarily result in the initiation of the Grievance Process (as outlined in Section 6 of this Policy). All Complainants who report incidents of Sexual Misconduct will be offered individualized Supportive Measures. If Complainants wish to initiate the Grievance Process, they should file a Formal Complaint. As explained in more detail below (including exceptions and details as to applicability), generally speaking, the Grievance Process may involve an investigation into the incident and a hearing to determine the responsibility of the Respondent.

3.2 Any person may report Sexual Misconduct, Retaliation, or other conduct prohibited under this Policy to the Title IX Coordinator. Any person may report an incident, whether or not the person reporting is the person alleged to be the victim of the incident, and it can be a verbal or written report to the Title IX Coordinator:

[Insert Names Titles of the Title IX Coordinator; contact information must include office physical address(s), email address(s), phone number(s), and links to online reporting forms]

- A. Filing a Formal Complaint. The Complainant may file a Formal Complaint with the Title IX Coordinator, as outlined in Section 6.2 of this Policy.
- B. Anonymity. You may make an anonymous report 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 this Policy.
- C. Confidentiality. You can discuss an incident in strict confidence by using the confidential resources outlined in Section 3.5 of this Policy.
- D. Timeliness of Reporting. Responsible Employees are required to report known incidents and information of Sexual Misconduct promptly

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

---

to the Title IX Coordinator. For others in the University community, you are strongly encouraged to report Sexual Misconduct, Retaliation, and any other conduct prohibited under this Policy as soon as you become aware of such conduct.

3.3 Reporting to Law Enforcement. You may also file a police report 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.

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

For students:

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

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

For employees:

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

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

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

---

3.5 Confidential Support and Resources. Students may discuss an incident with Confidential Employees or an off-campus resource (e.g. rape crisis center, doctor, psychologist, clergyperson, 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]

3.6 Immunity. In an effort to encourage reporting of Sexual Misconduct, the University may grant immunity from student and/or employee disciplinary action to a person who acts in good faith in reporting an incident, filing a Formal Complaint, or participating in a Grievance Process (e.g. investigation, hearing, appeal). This immunity does not extend to the person's own violations of this Policy.

Sec. 4 Parties' Rights Regarding Confidentiality, Requests to Not Investigate, and Requests to Dismiss Formal Complaints. The University has great respect for the privacy of the parties identified in a report or Formal Complaint. Under state law, however, Responsible Employees who receive information of alleged Sexual Misconduct must share that information with the Title IX Coordinator. As such, the University may need to act to maintain campus safety and must determine whether to investigate further, regardless of the Complainant's request for confidentiality or request to not investigate a report received by the Title IX Coordinator.

In making determinations regarding requests for confidentiality, Complainants' requests to not investigate, Complainants' requests to dismiss Formal Complaints, and/or requests to not disclose identifying information to Respondents, 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 of harm to others; and
- Any other factors the University determines relevant.

Under state law, if the Complainant requests in writing that the University not investigate a report, the University must inform the Complainant of the decision whether or not to investigate.

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

---

If the University dismisses a Formal Complaint (as outlined in Section 6.2(C) of this Policy), the University must provide the Complainant and Respondent a written notice of the dismissal and the reason(s) for the dismissal.

In the course of the Grievance Process, 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, Complainant, Respondent, parties' advisors, hearing officer, and the appellate officer—if applicable. The University will take all reasonable steps to ensure there is no retaliation against the parties or any other participants in the investigation or in any other part of the Grievance Process.

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 sexual 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, individuals who have experienced a sexual assault may have a Sexual Assault Forensic Exam (SAFE) performed by a Sexual Assault Nurse Examiner (SANE) within 5 days (120 hours) 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](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, with the exception of when you use a pseudonym form under the Code of Criminal Procedure for incidents of sexual assault, stalking, family violence, and human trafficking. In those instances, where a pseudonym form is used, the police will only

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

---

report the type of incident to the Title IX Coordinator but not any information identifying you.

A police department's geographic jurisdiction depends on where the incident 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 incident occurred.

[Institution PD name] can also assist with applying for any protective orders. Reporting an incident to law enforcement does not mean the case will automatically go to criminal trial or go through a Grievance Process. If the University police are called, a police officer will be sent to the scene to take a detailed statement. A police officer or victim services coordinator 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 incident occurred. If a report is made to the police, a police officer will usually be dispatched to the location to take a written report. A sexual assault victim will also have an opportunity to have a crime victim liaison, counselor, advocate, or police officer with specialized training be present with the victim during police investigative interviews.

- 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 incident 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 an incident are encouraged to seek counseling or psychological care.

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

Students desiring counseling should contact:

[insert office and contact information]

Faculty and staff should contact:

[insert office and contact information]

5.2 Supportive Measures.

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

---

The University will offer reasonably available individualized services, without any fee or charge, to the parties involved in a reported incident of Sexual Misconduct with or without the filing of a Formal Complaint, when applicable.

Supportive Measures may include but are not limited to housing reassignment, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, withdrawal from or retake of a class without penalty, campus escort services, mutual 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 measures tailored to the individualized needs of the parties.

Supportive Measures are non-disciplinary and non-punitive measures that do not unreasonably burden the other party. Any disciplinary or punitive measures may only be implemented following the conclusion of the Grievance Process, unless an emergency removal (as outlined in Section 7.1) is appropriate.

The University will maintain the confidentiality of Supportive Measures provided to the parties, to the extent that maintaining such confidentiality does not impair the ability of the University to provide the Supportive Measures.

Sec. 6 The Grievance Process.

6.1 Key Officials in the Grievance Process.

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 administrative response to reports and Formal Complaints of Sexual Misconduct, Retaliation, and other conduct prohibited under this Policy. The Title IX Coordinator is available to discuss the Grievance Process, coordinate Supportive Measures, explain University policies and procedures, and provide education on relevant issues. The Title IX Coordinator may designate one or more Deputy Title IX Coordinators to facilitate these responsibilities.

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

B. Investigator(s). The University will ensure that Formal Complaints are properly investigated under this Policy by investigators assigned to the Formal Complaint. The investigators are neutral and impartial fact-finders, and gather evidence during the investigation. The investigators are responsible for completing an investigation report at the conclusion of the investigation. The Title IX Deputy Coordinators may supervise and advise the Title IX investigators when conducting investigations and update the Title IX Coordinator as necessary to ensure compliance with Title IX.

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

---

- C. Hearing Officer. [University discretion may apply for hearing panel.] The hearing officer is responsible for conducting the hearing in an orderly manner, controlling the conduct of all participants and attendees of the hearing, and rendering a written determination regarding responsibility of the Respondent's alleged conduct charges in an impartial, neutral, and objective manner.

6.2 Formal Complaints Against Students and Employees<sup>1</sup>

- A. Applicability of the Grievance Process. The Grievance Process in this Policy applies to the following situations:

1. Students. The Grievance Process in Sections 6.2 to 6.11 of this Policy applies in the instances where the Respondent is a student (including student employees)<sup>2</sup> at the University at the time of the alleged conduct and where the conduct alleged includes Sexual Harassment. An alternative Grievance Process in Section 6.12 of this Policy applies in instances where the Respondent is a student at the time of the alleged conduct and where the conduct alleged does not include Sexual Harassment.
2. Employees: Faculty and Staff. For employees, the Grievance Process in this Policy only applies where all of the following conditions are met; ~~in all other instances, allegations of Sexual Misconduct (or other in this Policy, including Failure to Report for Responsible Employees) will be handled in accordance with the~~ [insert here EMPLOYEE HANDBOOK/POLICY]:
  - a. The Respondent is an employee at the University at the time of the alleged conduct;
  - b. The conduct alleged includes Sexual Harassment under this Policy;
  - c. The alleged conduct occurred against a person in the United States; and
  - d. Where the Complainant was participating or attempting to participate in an education program or activity at the University. This element is met if the conduct occurred in any of the following: on any University property; during any University activity; in a building owned or controlled by a student organization that is officially recognized by the University; or in instances where the University exercised

---

<sup>1</sup> For Formal Complaints against third parties, such as contracted workers, volunteers, or visitors, the University will apply the analysis in Section 6.2(A)(2) with regard to employees and may apply other institutional policies to those Respondents if the Grievance Process (outlined in this Policy) does not apply.

<sup>2</sup> Respondents who are both students and employees are treated as students under this Policy.

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

---

substantial control over the Respondent and the context in which the alleged conduct occurred.

In all other instances, allegations of Sexual Misconduct (or other allegations of Prohibited Conduct in this Policy, including Failure to Report for Responsible Employees) will be handled in accordance with the [insert here EMPLOYEE HANDBOOK/POLICY].

- B. To begin the Grievance Process, the Complainant must sign a Formal Complaint (requesting an investigation) and submit it to the Title IX Coordinator. The Complainant must submit a written statement setting out the known details of the alleged conduct that is the subject of the Formal Complaint, including the following:
- Complainant's name and contact information;
  - Respondent's name;
  - Detailed description of the alleged conduct or event that is the basis of the alleged violation under this Policy;
  - Date(s) and location(s) of the alleged occurrence(s); and
  - Names of any witnesses to the alleged occurrence(s); the resolution sought.

The Complainant may also submit any documents or information that is relevant to the Formal Complaint.

The Title IX Coordinator may also sign a Formal Complaint against a Respondent (requesting an investigation) and in doing so will initiate the Grievance Process.

- C. Mandatory and Discretionary Formal Complaint Dismissals.
- a. Under Title IX regulations, universities are required to distinguish between prohibited conduct that is "under Title IX" and prohibited conduct that is a violation of university policy. Under Title IX, the University must dismiss a Formal Complaint or the part of the allegations in a Formal Complaint, if applicable, where:
- Sexual Harassment is alleged and where:
    1. The conduct alleged does not meet the definition of Sexual Harassment;
    2. The alleged conduct did not occur in the University's education program or activity; or,

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

---

3. The alleged conduct did not occur against a person in the United States.

A dismissal under this provision only applies to allegations of Sexual Harassment under Title IX. In such an instance, the University may still investigate a Formal Complaint for allegations of Sexual Harassment under this Policy. The University may also investigate allegations of prohibited conduct under this Policy but it will not technically be “under Title IX.”

- b. The University may dismiss a Formal Complaint, at its discretion, under this Policy’s Grievance Process for any of the following circumstances:
- If the Complainant requests in writing to dismiss a Formal Complaint (e.g. withdraws the Formal Complaint or any allegations therein), as outlined in Section 4 of this Policy;
  - If the Respondent was an employee and is no longer employed by the University ~~at the time the Formal Complaint is filed~~;
  - Any specific circumstances that prevent the University from gathering evidence sufficient to reach a determination as to the Formal Complaint or any allegations therein; or
  - The conduct alleged does not meet the definition of any prohibited conduct under this Policy.
- c. If the University dismisses a Formal Complaint, the University must provide both parties a written notice of the dismissal and the reason(s) for the dismissal.

D. Concurrent Criminal or Civil Proceedings. The University will not, as a matter of course, wait for the outcome of a concurrent criminal or civil justice proceeding to take action on a Formal Complaint in a University Grievance Process. The University has an independent duty to respond to Formal Complaints of Sexual Misconduct. At the University’s discretion, the University may delay the investigation or Grievance Process for a brief period due to concurrent criminal or civil proceedings on a case-by-case basis.

6.3 Written Notice of the Formal Complaint, and Notification of University Offices Offering Assistance.

After receiving a Formal Complaint, the Title IX Office will provide a written notice to the parties of the Formal Complaint and available University

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

---

resources and assistance. The written notice of the Formal Complaint will include the following:

- A notice of the Grievance Process, as outlined in this Policy;
- A notice of the allegations that potentially constitute prohibited conduct under this Policy, including sufficient details about the alleged conduct, including the identity of the parties, if known, and the date(s), time(s), and location(s) of alleged conduct known by the University at the time of the Formal Complaint;
- A statement of the potential policy violations being investigated;
- A statement that the Respondent is presumed not responsible for the alleged conduct and that the determination regarding responsibility will be made at the conclusion of the Grievance Process;
- Both parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review all evidence;
- A statement that the parties may review evidence gathered as part of any investigation;
- Provision of this Policy that knowingly making false statements or knowingly submitting false information during the Grievance Process is prohibited and subject to disciplinary action; and
- Any other relevant information for the written notice.

**6.4 Informal Resolution Option of Certain Formal Complaints. (OPTIONAL)**

After the parties have been provided a copy of the written notice of a Formal Complaint, both parties may, in writing, voluntarily agree to use this Informal Resolution option, if applicable, at any point prior to reaching a determination regarding responsibility, but the parties are not required to do so. The Informal Resolution entails the parties forgoing the Grievance Process (including the investigation and hearing, depending on when the parties agree to engage in an Informal Resolution). The Informal Resolution may include a mediation process, for example.

At any point prior to agreeing to an Informal Resolution, each party has a right to withdraw from the Informal Resolution process and resume the Grievance Process with respect to the Formal Complaint.

- A. Informal Resolution Availability. The Informal Resolution process is not permitted in cases where Sexual Harassment is alleged in the Formal Complaint. Informal Resolution is also not available where the Respondent

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

---

has previously participated in the Informal Resolution process and where that process resulted in a mutual agreement.

- B. Informal Resolution Timeframe. Informal Resolutions of a Formal Complaint will be concluded within 45 days of notice to the University that both parties wish to proceed with the Informal Resolution process. Such notice that the parties wish to proceed with an Informal Resolution process will “pause” the counting of the timeframe to conclude the Grievance Process in Section 6.11 of this Policy, should the Informal Resolution process fail and the parties continue with the Grievance Process.
- C. Informal Resolution Documentation. Any final resolution pursuant to the Informal Resolution process will be documented and kept for seven years as required by law (and see Section 6.10 of this Policy for additional information on Grievance Process Documentation). However, no recording of the Informal Resolution process will be made and all statements made during the Informal Resolution process and may not be used for or against either party (and the Hearing Officer and Appellate Officer may not consider any such statement made during Informal Resolution) should the parties resume the Grievance Process. Failure to comply with an Informal Resolution agreement may result in disciplinary action.

6.5 Investigation of the Formal Complaint – Gathering of Evidence

- A. After the University provides written notice of a Formal Complaint to the parties, the Respondent will be allowed a reasonable time to respond in writing and through an interview with the investigator.
- B. The University will provide written notice to a party whose participation is invited or expected of the date, time, location, participants, and purpose of all meetings, investigative interviews, or other proceedings in the Grievance Process.
- C. Evidence. The parties in the investigation may present any information and evidence that may be relevant to the Formal Complaint, and may have an advisor of their choice attend any related interview, meeting, or proceeding in the Grievance Process. Advisors are not permitted to actively participate in meetings or proceedings in the Grievance Process, unless explicitly outlined in Section 6.7(J) of this Policy. The parties may present the names of any fact or expert witnesses who may provide relevant information, and how the witnesses may be relevant to the Formal Complaint. The parties may submit to the investigator any questions they would like asked of any known potential witnesses or parties.
- D. Witness Interviews. The investigators will interview relevant and available witnesses. Neither the Complainant nor the Respondent will normally attend these interviews; however, if either one is permitted to attend, the other shall have the same right.

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

---

- E. Investigation Timeframe. The investigation of a Formal Complaint will be concluded within 90 days of the filing of a Formal Complaint. The parties should be provided updates on the progress of the investigation, as needed.
  
  - F. Access to Evidence. Prior to the completion of the investigation report, the investigators will provide access to all evidence obtained (whether relevant or not) as part of the investigation to both parties (and the party's advisor, if any, upon a party's signed information release for their advisor of choice). Both parties will have 10 days to inspect, review, and respond to the evidence. All responses to the evidence must be submitted by the party in writing to the investigator. Advisors are not permitted to submit written responses to the evidence on their own or on behalf of the party they are advising. The investigators will consider all timely responses submitted by the parties.
  
  - G. Completed Investigation Report. The completed investigation report will outline each of the allegations that potentially constitutes prohibited conduct under this Policy, provide the timeline (e.g. procedural steps) of the investigation, and fairly summarize relevant evidence, participant statements, and responses to questions. The investigator will provide a completed investigation report concurrently to both parties and each party's advisor, if any, upon a party's signed information release for their advisor of choice at least 10 days prior to the date of the scheduled hearing to review and provide a written response at the hearing. A copy of the completed investigation report will be issued to the Title IX Coordinator, and to the hearing officer assigned for the hearing.
- 6.6 Standard of Evidence & Presumption of Not Responsible. All Grievance Processes will use the preponderance of the evidence standard, as defined in this Policy. By law, it is presumed that the Respondent is not responsible for the alleged conduct unless that determination regarding responsibility is made at the conclusion of the Grievance Process.
- 6.7 Live Hearing – Determination of Responsibility
- A. Absent a Formal Complaint dismissal or the parties' decision to reach an Informal Resolution agreement (if applicable), the University will provide a live hearing for all Formal Complaints subject to the Grievance Process as outlined in this Policy.  
~~The University representative will present information regarding the case at the hearing and will have the ability to present information and witnesses, question witnesses, and provide opening and closing statements at the hearing.~~
  
  - B. Written Notice of the Hearing. The University will provide at least 10 days written notice of the hearing to the Parties (and the parties' advisors, if any, upon a party's signed information release for their advisor of choice),

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

---

including the date, time, location, names of all participants of the hearing (including the hearing officer, and all parties and participants in the investigation report), purpose of the hearing, a statement of the alleged conduct charges, and a summary statement of the evidence gathered. The hearing notice may also provide a deadline by which the University representative and the parties have an opportunity to disclose (1) the names of any witnesses they intend to call to testify at the hearing, if any, and (2) a copy of any documents they intend to use as exhibits at the hearing, not already included in the investigation report, if any.

- C. Challenges to the Hearing Officer. Either party may challenge the fairness, impartiality or objectivity of a hearing officer. The challenge must be submitted in writing to the hearing officer through the office coordinating the hearing within 4 days after notice of the identity of the hearing officer, and must state the reasons for the challenge. The hearing officer will be the sole judge of whether he or she can serve with fairness, impartiality, and objectivity. In the event that the hearing officer recuses themselves, an alternative hearing officer will be assigned in accordance with the institution's procedures.
- D. Hearing Officer Duties at the Hearing. The hearing officer will rule on all procedural matters and on objections regarding exhibits and testimony of participants at the hearing, may question participants who testify at the hearing, and is entitled to have the advice and assistance of legal counsel from the Office of General Counsel of the U.T. System.
- E. Access to Evidence. Each party will have access to all of the evidence from the investigation, including a copy of the completed investigation report, as outlined in Section 6.5.F. in this Policy.
- F. Separate Rooms and Virtual Participation. At the request of either party, the University will provide the hearing to occur with the parties located in separate rooms with technology enabling the hearing officer and the parties to simultaneously see and hear the participants answering questions. Participants may appear at the hearing virtually, and are not required to be physically present at the same physical location of the hearing.
- G. University Representative Role. The University representative will present information regarding the case at the hearing and will have the ability to present information and witnesses, question witnesses, and provide opening and closing statements at the hearing.
- G.H. Each party may make opening and closing statements.
- H.I. Privileged Information Excluded. No person will be required to disclose information protected under a legally recognized privilege. The hearing officer must not allow into evidence or rely upon any questions or evidence that may require or seek disclosure of such information, unless the person

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

---

holding the privilege has waived the privilege. This includes information protected by the attorney-client privilege.

~~J.~~J. **Advisor of Choice.** Each party may have an advisor of their choice at the hearing. If a party does not have an advisor, the University will provide one. Advisors are not permitted to actively participate in the hearing, except for asking questions of the other party and any other witnesses. In addition, witnesses may have an advisor of their choice at the hearing.

~~J.K.~~J.K. **Questioning of the participants in the hearing:** The hearing officer may, at the hearing officer's discretion, ask questions during the hearing of any party or witness and may be the first person to ask questions of any party or witness. Each party's advisor will have an opportunity to ask relevant questions and follow-up questions of the other party and of any witnesses that participate in the hearing, including questions that challenge credibility. Each advisor has the ability to ask questions directly, orally, and in real time at the hearing. The parties will not be permitted to personally ask questions of the other party or any witnesses that participate in the hearing. The University representative and the advisors may ask questions under the following procedure:

- The questioner will ask a question of the applicable participant.
- Before the participant answers a question, the hearing officer will rule as to whether the advisor's question is relevant to the alleged conduct charges.
- If the hearing officer rules that the question is not relevant, then the hearing officer must explain any decision to exclude a question as not relevant. If the hearing officer allows the question as relevant, the participant will answer it.

**Prior Sexual History:** A Complainant's sexual predisposition or prior sexual behavior are not relevant except where questions and evidence about a Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the alleged conduct charged by the Complainant or if the questions or evidence concern specific incidents of the Complainant's prior sexual behavior with the Respondent and are offered to prove the Complainant's consent of the alleged conduct.

~~K.L.~~K.L. **Hearing Officer Determination.** The hearing officer will issue a written determination, which must include the following:

- The allegations that potentially constitutes prohibited conduct under this Policy;

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

---

- A description of all of the procedural steps of the Grievance Process under this Policy (from receipt of a Formal Complaint to the determination regarding responsibility of the Respondent, including any notifications of the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held);
- The findings of fact supporting the hearing officer's determination;
- The conclusion(s) and a rationale as to whether the Respondent is responsible for each allegation;
- The disciplinary sanctions, if applicable;
- Whether additional remedies designed to restore or preserve equal access to the education program or activity will be provided to the Complainant; and
- The institution's procedures and permissible bases for the parties to appeal, if applicable

The hearing officer will send a copy of the written determination concurrently to the parties within 21 days from when the hearing concludes, in addition to the Dean (for student Respondents) or appropriate administrator (for employee Respondents), and the Title IX Coordinator.

L.M. The hearing will be recorded in audio or audiovisual format and may be transcribed at the discretion of the University. The recording or transcript, if applicable, will be available for the parties to inspect and review, upon request.

6.8 Sanctions and Remedies. The following sanctions and remedies may be considered by the hearing officer in accordance with this Policy:

A. Possible Sanctions and Remedies for Student Respondents:

- Educational training;
- No shared classes or extra-curricular activities;
- Disciplinary probation;
- Withholding of grades, official transcript, and/or degree;
- Bar against readmission, bar against enrollment, drop from one or more classes, and/or withdrawal from the University;

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

---

- Suspension of rights and privileges, including but not limited to participation in athletic or extracurricular activities;
- Denial of degree;
- Suspension from the University for a specific period of time. Suspension is noted on the academic transcript with the term “Disciplinary Suspension.” The notation can be removed upon the request of the student in accordance with the University’s procedures when all conditions of the suspension are met;
- Expulsion (permanent separation from the University). Expulsion creates a permanent notation on the student’s academic transcript;
- Revocation of degree and withdrawal of diploma; and/or
- Other sanction(s) or remedies as deemed appropriate under the circumstances.

B. Possible Sanctions and Remedies for Employee Respondents:

- Employment probation;
- Job demotion or reassignment;
- Suspension with or without pay for a specific period of time;
- Dismissal or termination;
- Ineligible for rehire; and/or
- Other sanction(s) or remedies as deemed appropriate under the circumstances

6.9 Appeals and Additional Processes Provided to Students and Employees.

Appeals. Either party may appeal in writing to a hearing officer’s determination regarding a Respondent’s responsibility under the Grievance Process or from the University’s dismissal of a Formal Complaint (or any allegations in the Formal Complaint) within 10 days of notification of such a determination, on the following bases:

- A procedural irregularity that affected the outcome of the matter;
- There is new evidence that was not reasonably available at the time of the determination regarding responsibility or dismissal was made that could affect the outcome of the matter; or

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

---

- The Title IX Coordinator, investigator(s), or hearing officer had a conflict of interest or bias for or against the parties (generally, or specifically in this matter) that affected the outcome of the matter.

The appellate officer must not be the same person as the Title IX Coordinator, investigator(s), or hearing officer in the Grievance Process. Both parties will be notified in writing when an appeal is filed and the appeal procedures will apply equally for both parties.

Any non-appealing party (or the University) will have 7 days from the notification of an appeal to submit a written statement in support of the outcome. The ~~decision-maker on the appeal~~ appellate officer will release a written decision within 21 days from the date of the appeal.

The appellate officer will release a written decision within 21 days from the date of the appeal to:

- Affirm the hearing officer's determination regarding the Respondent's responsibility and affirm the disciplinary sanctions and remedies, if applicable;
- Affirm the hearing officer's determination regarding the Respondent's responsibility and amend the disciplinary sanctions and remedies, if applicable;
- Affirm the University's dismissal of a Formal Complaint (or any allegations in the Formal Complaint);
- Remand the process back to the investigation or hearing stage for the investigator or hearing officer (or applicable equivalent) to remedy any procedural irregularity or consider any new evidence;
- Reverse the hearing officer's determination of the Respondent's responsibility and amend the disciplinary sanctions and remedies, if applicable; or
- Affirm or amend the sanctions and/or remedies outlined in the administrative disposition issued under Section 6.12 of this Policy.

**[INSERT ANY APPLICABLE FURTHER DETAILS FOR STUDENTS, FACULTY, OR STAFF]**

6.10 Grievance Process Documentation. The University (through the appropriate office) will retain all of the documentation included in the Grievance Process (outlined in Section 6 of this Policy) for seven years, in accordance with state and federal records laws and University policy. All documentation of records

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

---

are private and confidential to the extent possible under law. Student records of the Grievance Process are disciplinary records under FERPA. Employee records of the Grievance Process are subject to the Freedom of Information Act (FOIA) and the Texas Public Information Act (TPIA), and included in the employee's official employment record.

6.11 Grievance Process Timeframe. The entire Grievance Process (outlined in Section 6 of this Policy, including any appeal) will be completed in no more than 150 days from the filing of the Formal Complaint. However, the circumstances may require a temporary delay in this timeframe and the University may extend this timeframe for good cause. In such an instance, the University will provide written notice to the parties of the delay or extension and the reason(s) for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. The time period in this section does not include the period the parties attempted but failed to reach an agreement in the Informal Resolution Process, if applicable, and in such a case, the Grievance Process timeframe will be extended by the period the parties attempted to reach an Informal Resolution (outlined in Section 6.4 of this Policy).

6.12 Alternative Grievance Process for Students – Applicable Exceptions for Non-Sexual Harassment Formal Complaints

For Formal Complaints where the Respondent is a student at the time of the alleged conduct (including student employees), and the alleged conduct does not include Sexual Harassment, the Grievance Process in Section 6 of this Policy applies, with the following exceptions:

A. Investigation Report & Determination Regarding Responsibility. Section 6.5(G) applies except that the completed investigation report will include a preliminary determination regarding the responsibility of the Respondent for each allegation, the findings of fact supporting the investigator's determination, and the rationale for the determination for each allegation. The completed investigation report and determination regarding responsibility will be referred to the [Student Conduct Office (or equivalent)].

The Student Conduct Officer will conduct an independent review of the investigation report, and will:

- Accept the preliminary determination regarding responsibility of the Respondent, and either dismiss the case or proceed to adjudication (if applicable);
- Amend the preliminary determination regarding responsibility of the Respondent, and proceed to adjudication (if applicable); or

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

---

- Remand the process back to the investigation stage to address an investigation concern.
- B. Adjudication. Where responsibility finding(s) proceed to the adjudication stage, the Respondent and Complainant may elect one of the following options:
1. Agree to the determination of responsibility for each of the applicable allegations, the sanctions, and remedies outlined in an administrative disposition, and waive the option of a hearing;
  2. Agree to the determination of responsibility for each of the applicable allegations, appeal (in writing) the sanctions and/or remedies outlined in the administrative disposition, and waive the option of a hearing; or
  3. Select a live hearing where the determination regarding responsibility of the Respondent will be made by a hearing officer.

If either party chooses option 3, then a live hearing must be initiated for the adjudication of the conduct allegations, as outlined in Section 6.12(C).

Absent either party choosing option 3 (live hearing), if either party chooses option 2, then any party choosing option 2 may appeal the sanctions and/or remedies outlined in the administrative disposition, using the Appeals process in Section 6.9 of this Policy. The finding of responsibility may not be appealed by either party.

If both parties select option 1, then the administrative disposition will be final and there will not be any subsequent adjudication proceedings regarding the allegations.

- C. Live Hearing. If a live hearing is selected for adjudication, the hearing procedures in Section 6.7 of this Policy will apply, with the following exceptions:
1. Advisor of Choice.<sup>3</sup> Each party may have an advisor of their choice at the hearing. Upon request from either party, the University will provide an advisor to that party. Advisors are not permitted to actively participate in the hearing. In addition, witnesses may have an advisor of their choice at the hearing.
  2. Questioning of the participants in the hearing.<sup>4</sup> The hearing officer may, at the hearing officer's discretion, ask questions during the hearing of any party or witness and may be the first person to ask

---

<sup>3</sup> Subsection 6.7(J) does not apply when a hearing is conducted under Section 6.12(C) of this Policy.

<sup>4</sup> Subsection 6.7(K) does not apply when a hearing is conducted under Section 6.12(C) of this Policy.

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

---

questions of any party or witness. Each party may ask relevant questions of any witness at the hearing, except that cross-examination questions of the other party must be submitted in writing to the hearing officer. The hearing officer will then ask relevant cross-examination questions of the other party and allow for relevant follow-up questions (if applicable). Advisors are not permitted to ask any questions at the hearing.

- D. Prior Sexual History: A Complainant's sexual predisposition or prior sexual behavior are not relevant except where questions and evidence about a Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the alleged conduct charged by the Complainant or if the questions or evidence concern specific incidents of the Complainant's prior sexual behavior with the Respondent and are offered to prove the Complainant's consent of the alleged conduct.

Sec 7 Emergency Removal and Employee Administrative Leave.

7.1 Emergency Removal. A Respondent may be removed from the University's education program or activity on an emergency basis if, after an individualized safety and risk analysis, it is determined that such a removal is justified because the Respondent poses an immediate threat to the physical health or safety of an individual arising from the allegations of Sexual Misconduct. Under these circumstances, the Respondent will be notified in writing of the emergency removal from the University's education program or activity, and the Respondent will have an opportunity to immediately challenge the decision following the emergency removal. [The University may determine the specific process for challenging a decision for emergency removal.]

7.2 Employee Administrative Leave. An employee Respondent may be placed on administrative leave, in accordance with the University's policy and procedures on employee administrative leave, during the pendency of a Grievance Process, as outlined in this 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 student catalog(s) and any employee handbook of operating procedures. 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, Retaliation, and other conduct prohibited under this Policy, including the Formal Complaint procedure, the University Grievance Process, and available resources, such as support services, health, and mental health services. The notice will specify the right to file a Formal Complaint under this Policy, right to file a police report to law enforcement, the

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

---

Title IX Coordinator's contact information, 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 providing 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 Title IX Coordinators, Investigators, Hearing Officers and Appellate Authorities. All Title IX Coordinators, Deputy Coordinators, investigators, and those with authority over University Grievance Processes, and appeals shall receive training each academic year about applicable prohibited conduct, Grievance Processes, due process, and University policies related to Sexual Misconduct. All training materials used to train Title IX-related personnel (e.g. Title IX Coordinators, deputies, investigators, hearing officers, and appellate officers (among others)) will be made available on the University's website: [\[insert web page here\]](#)

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 [\[insert website link\]](#), in required publications and in specified departments.

Sec. 9 Additional Conduct Violations under this Policy.

9.1 Retaliation. Any person who retaliates against (a) anyone filing a report of Sexual Misconduct or Formal Complaint, (b) the parties or any other participants (including any witnesses or any University employee) in a Grievance Process relating to a Formal Complaint, (c) any person who refuses to participate in a Grievance Process, or (d) 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 a Grievance Process believes they have been subject to Retaliation (as defined in this Policy), they should immediately report the alleged retaliatory conduct to the Title IX Coordinator. [\[INSERT CITE TO RETALIATION POLICY, if applicable\]](#)

9.2 False Information and False Complaints. Any person, who in bad faith, knowingly files a false complaint under this Policy or provides materially false information is subject to disciplinary action up to and including dismissal or separation from the University. A determination that a Respondent is not responsible for allegations of Sexual Misconduct does not imply a report, Formal Complaint, or information provided was false. Similarly, a determination that a Respondent is responsible for a policy violation does not imply that a Respondent's statements disclaiming responsibility were false.

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

---

9.3 Interference with the Grievance Process. Any person who interferes with the Grievance Process (outlined in Section 6 of this Policy) is subject to disciplinary action up to and including dismissal or separation from the University. Interference with a Grievance Process 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 Grievance Process; or
- (c) Knowingly providing false or misleading information to the Title IX Coordinator, investigator or hearing officer, or encouraging others to do so.

9.4 Failure to Report for Responsible Employees. If a Responsible Employee knowingly fails to promptly report to the Title IX Coordinator all information concerning an incident the employee reasonably believes constitutes Sexual Misconduct (including 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.

The duty to report acts reasonably believed to be stalking, dating violence, sexual assault, and sexual harassment arises from state law. Our institution~~The University goes further and requires Responsible Employees to report all acts reasonably believed to be any type of Sexual Misconduct, as defined in this Policy. It is important to note that f~~For purposes of Failure to Report, the definition of sexual harassment, as defined under state law, 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 Formal Complaint under this Policy will not stop or delay any action unrelated to the Formal 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

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

---

a University employee. Nothing in this section shall limit the University's ability to take interim action or execute an emergency removal.

**3. Definitions and Examples<sup>5</sup>**

**Coercion** – The use of unreasonable 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; threatening to disclose someone's highly personal images; threatening to disclose sensitive details about one's sexual preferences, habits, and/or experiences; and threatening to expose someone's prior sexual activity to another person.~~

**Complainant** – The individual who is alleged to be the victim of any prohibited conduct under this Policy.

**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." [The University may designate other confidential employees for students, and outline here and/or in this Policy.]

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. 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.

---

<sup>5</sup> The definitions provided in the main body of the text are the definitions adopted by the University. When applicable, we have included the state law definition. In any criminal action brought by law enforcement, the state law definition will apply.

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

---

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.

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

The definition of consent for the crime of sexual assault in Texas can be found in Section 22.011(b) of the Texas Penal Code.<sup>6</sup>

**Dating Violence**<sup>7</sup> – Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the 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.

---

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

<sup>7</sup> Dating Violence is defined by the Texas Family Code, Section 71.0021 as:

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

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

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

---

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.

**Domestic (Family) Violence**<sup>8</sup> – includes felony or misdemeanor crimes ~~of violence~~ committed by a current or former spouse or intimate partner of the victim under the domestic or family violence laws of the state of Texas, including the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who:

- a. is a current or former spouse or intimate partner of the victim, or a person similarly situated to a spouse of the victim;
- b. who shares a child in common with the victim;
- c. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;  
or
- d. commits acts against an adult or youth victim who is protected from those acts under the domestic or family violence laws of the state of Texas.

**Economic Abuse:** In the context of domestic violence and dating violence definitions, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to:

- Restrict a person's access to money, assets, credit, or financial information;
- Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or
- Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

**Hostile Environment** – exists when sexual misconduct is sufficiently severe or pervasive to deny or limit the individual's ability to participate in or benefit from an education program or activity or an employee's terms and conditions of employment.<sup>9</sup> A hostile environment can be created by anyone (e.g., administrators, faculty members, employees, students, and University visitors) involved in an education program or activity or work environment.

---

<sup>8</sup> Family Violence is defined by the Texas Family Code Section 71.004 as:

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

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

<sup>9</sup> Depending on the facts of a particular case, the University may investigate claims of hostile work environment under this Policy.

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

---

In determining whether sexual misconduct 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 mistreated. 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 may consider a variety of factors related to the severity, persistence, or pervasiveness of the sexual misconduct, 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 sexual misconduct, 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 sexual misconduct is not particularly severe.

**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. An individual may be incapacitated if 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.

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.

After establishing that a person is in fact incapacitated, 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.

A Respondent will be found to have violated policy only if the Respondent knew or should have known that the person was incapacitated.

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

---

**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** – Conduct on the basis of sex that does not meet the definition of “sexual harassment” under this Policy; but is prohibited inappropriate or unprofessional sexual conduct.

~~Behavior that could constitute inappropriate sexual conduct may include, but is not limited to~~  
Such conduct is:

- 1) If verbal conduct (including through electronic means), unwanted statements of a sexual nature intentionally stated to a person or group of people, that are objectively offensive to a reasonable person and also so severe or pervasive that they created a Hostile Environment, as defined in this Policy. The type of verbal conduct (if all other elements are met) may include, but is not limited to:
  - a) Unwelcome sexual advances (including explicit or implicit proposition(s) of sexual contact or activity);
  - b) Requests for sexual favors (including overt or subtle pressure);
  - c) Gratuitous comments about an individual’s sexual activities or speculation about an individual’s sexual experiences;
  - d) Gratuitous comments, jokes, questions, anecdotes or remarks of a sexual nature about clothing or bodies;
  - e) Persistent, unwanted sexual or romantic attention; or
  - ~~f) Exposure to sexually suggestive visual displays such as photographs, graffiti, posters, calendars or other materials; or~~
  - ~~g)f) Deliberate, repeated humiliation or intimidation.~~
  
- 2) If physical conduct, conduct that is objectively offensive to a reasonable person and also so severe or pervasive that it created a Hostile Environment, as defined in this Policy. ~~either~~ The type of physical conduct (if all other elements are met) may include, but is not limited to:
  - ~~a) Sexual exploitation, as defined in this Policy;~~
  - ~~b)a) Unwelcome intentional touching of a sexual nature;~~
  - ~~b) Deliberate physical interference with or restriction of movement; or or~~
  - ~~c) Exposure to sexually suggestive visual displays such as photographs, graffiti, posters, calendars or other materials; or~~
  - ~~e) Consensual sexual conduct that is unprofessional and inappropriate, and created a Hostile Environment.~~
  - ~~d) Sexual violence as defined in this Policy.~~
  - d)

Whether or not the unprofessional or inappropriate conduct is sexual in nature will be determined by examining the totality of the circumstances, whether a reasonable person subjected to the conduct would construe the conduct as sexual in nature, and whether the individual subject to the conduct construed it as sexual in nature.

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

---

**Participants** – The term “participants” includes the University representative, Complainant, Respondent, and any witnesses.

**Parties** – The term “parties” refers to the “Complainant” and the “Respondent” under this Policy.

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

**Respondent** -- The individual who has been reported to be the perpetrator of prohibited conduct under this policy. (For UT-affiliated K-12 schools (e.g. charter schools), a parent or legal guardian of a Respondent may act on behalf of the Respondent.)

**Responsible Employee** – A University employee who has the duty to promptly report incidents of and information reasonably believed to be Sexual Misconduct to the Title IX Coordinator. All employees are Responsible Employees except Confidential Employees or police officers when a victim uses a pseudonym form (as outlined in Section 5.1(B) of this Policy). 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 OfficeCoordinator, and must include whether a Complainant has expressed a desire for confidentiality in reporting the incident.

**Retaliation** – Any adverse action (including, but is not limited to, intimidation, threats, coercion, harassment, or discrimination) taken against someone *because* the individual has made a report or filed a Formal Complaint; or who has supported or provided information in connection with a report or a Formal Complaint; participated or refused to participate in a Grievance Process under this Policy; or engaged in other legally protected activities.

**Sex Discrimination** – Occurs when an individual is treated less favorably on the basis of that person’s sex (including gender), which may also include on the basis of sexual orientation, gender identity, or expression, pregnancy or pregnancy-related condition, or a sex stereotype. Sexual harassment, as defined in this Policy, is a form of sex discrimination.

**Sexual Assault**<sup>10</sup> – An offense that meets the definition of rape, fondling, incest, or statutory rape:

---

<sup>10</sup> Sexual Assault is defined by Texas Penal Code, Section 22.011 as intentionally or knowingly:

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

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

---

- a) *Rape*: The causing of 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 sexual 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; 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; threatening to disclose someone’s highly personal images; threatening to disclose sensitive details about one’s sexual preferences, habits, and/or experiences; and threatening to expose someone’s prior sexual activity to another person; 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** – Conduct on the basis of sex that satisfies one or more of the following:

- a) Quid pro quo: An employee of the institution conditioning the provision of an aid, benefit, or service of the University on an individual’s participation in unwelcome sexual conduct;
- b) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the University’s education program or activity; or
- c) “Sexual assault,” “dating violence,” “domestic violence,” or “stalking” as defined in this Policy.

Subsections (a) and (c) in this definition are not evaluated for severity, pervasiveness, offensiveness, or denial of equal educational access, because such conduct is sufficiently serious to deprive a person of equal access. Therefore, any instance of quid pro quo sexual harassment and any instance of sexual assault, dating violence, domestic violence, and stalking are considered sexual harassment under this Policy.

**Sexual Misconduct** – This term is broadly defined to encompass Sex Discrimination, Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, Stalking, Sexual Exploitation, and other inappropriate Sexual Conduct.

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

---

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

**Stalking**<sup>11</sup> – Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress. For the purposes of this definition--

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

**Technological Abuse:** means an act or pattern of behavior that occurs within sexual assault, domestic violence, dating violence, or stalking, and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, communication technologies, or any other emerging technologies.

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

---

<sup>11</sup> Stalking as defined by Texas Penal Code, Section 42.072 is when an individual on more than one occasion and pursuant to the same scheme or course of conduct that is directed specifically at another person, knowingly engages in conduct that:

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

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

---

[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, Chapter 51, Subchapter E-2: Reporting Incidents of Sexual Harassment, Sexual Assault, Dating Violence, and Stalking §51.251-51.259](#)

[Texas Education Code, Chapter 51, Subchapter E-3: Sexual Harassment, Sexual Assault, Dating Violence, and Stalking §51.281-51.291](#)

[Texas Code of Criminal Procedure, Chapter 56A, Request for Forensic Medical Examination Art. 56A.251](#)

[Texas Code of Criminal Procedure, Chapter 56A, Presence of Sexual Assault Program Advocate Art. 56A.351](#)

**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](#)

[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]

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

---

August 25, 2022

August 31, 2021

June 17, 2021

July 7, 2020

October 1, 2019

August 2, 2018

April 6, 2015

February 21, 2012

**8. Contact Information**

Questions or comments about this Policy should be directed to:

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

**FINANCE AND PLANNING COMMITTEE**

5. Contract (funds going out) - U. T. System: Marsh USA, Inc. to provide Rolling Owner Controlled Insurance Program (ROCIP) Brokerage and Administration Services

Agency: Marsh USA, Inc.

Funds: Anticipated total cost is approximately \$8,000,000 over the life of the contract

Period: June 1, 2022 through May 31, 2031 (includes an initial six-year term and three one-year renewal terms)

Description Marsh USA, Inc. will provide insurance broker and administrator services for Phase VIII of the Rolling Owner Controlled Insurance Program (ROCIP). The ROCIP provides workers' compensation, general liability, and excess liability insurance coverage for enrolled contractors working on Major Capital Improvement Program (CIP) and other designated construction projects for U. T. System. Benefits of the program include lower insurance premiums due to bulk purchasing, consistency of insurance provided on each project, enhanced safety and loss control, and cost savings. This contract was competitively bid.

6. Contract (funds going out) - U. T. System: Master Service Agreements with 10 prequalified firms, listed below, to provide risk management and insurance broker services

Agencies: 1. Alliant Insurance Services, Inc.  
2. Anco Insurance Managers, Inc.  
3. Aon Risk Services Southwest, Inc.  
4. Arthur J. Gallagher Risk Management Services, Inc.  
5. Dissenger Reed, A Division of HUB International  
6. Marsh USA Inc.  
7. Marsh McLennan Agency (MMA)  
8. Beecher Carlson Insurance Services, LLC  
9. McGriff Insurance Services, Inc.  
10. Southwest Special Risk Insurance

Funds: Total spend for each contractor under each Master Service Agreement has the potential to exceed \$1,000,000 over the term of the Agreement.

Period: An initial three-year term, with the option to renew for one additional two-year period, upon mutual written agreement of both parties.

Description: The proposed agreements are Master Service Agreements with firms that have been selected following a Request for Proposal process.

Authorization is requested to complete negotiations and execute a Master Service Agreement with each of the above vendors, following review by the Office of General Counsel. The Master Service Agreements provide risk management and insurance broker services on an as-needed basis. U. T. System Administration uses a panel of brokers to provide brokerage, insurance placement, claims advocacy, and risk management services.

The U. T. System Office of Risk Management will closely monitor the spend over the life the agreements.

**ACADEMIC AFFAIRS COMMITTEE**

7. Request for Budget Change - U. T. Arlington: New award of tenure appointments

The following personnel actions involving new award of tenure appointments have been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs. The personnel actions have been included in the 2023 Annual Operating Budget and are consistent with the Regents' *Rules and Regulations*, Rule 31007.

College, Department, and Name	From	To
<b>College of Engineering</b>		
Civil Engineering		
Warda Ashraf	Assistant Professor	Associate Professor (T)
Suyun Ham	Assistant Professor	Associate Professor (T)
Kate Hyun	Assistant Professor	Associate Professor (T)
<b>College of Liberal Arts</b>		
English		
Kenton Ramsby	Assistant Professor	Associate Professor (T)
History		
Charlie Travis	Assistant Professor	Associate Professor (T)
Sociology and Anthropology		
Ashley Lemke	Assistant Professor	Associate Professor (T)
Theatre Arts		
Julienne Greer	Assistant Professor	Associate Professor (T)

College, Department, and Name	From	To
<b>College of Science</b>		
Biology		
Mark Pellegrino	Assistant Professor	Associate Professor (T)
Sen Xu	Assistant Professor	Associate Professor (T)
Earth and Environmental Sciences		
Kate Miller	New Hire	Professor (T)
Hyeong-Moo Shin	Assistant Professor	Associate Professor (T)
Mathematics		
Li Wang	Assistant Professor	Associate Professor (T)
Psychology		
Tamara Brown	New Hire	Professor (T)
<b>School of Social Work</b>		
Social Work		
Huang Hui	New Hire	Associate Professor (T)
Poco Kernsmith	New Hire	Professor (T)

8. Employment Agreement - U. T. Arlington: Approval of terms of Employment Agreement for new Athletic Director Jon Fagg

The following terms of the Employment Agreement for new Athletic Director Jon Fagg 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 Agreement were previously reviewed pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a). If the terms are approved, total compensation for the contract period will be in excess of \$1 million. The 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.

Proposed:           **Guaranteed compensation:**

Annual Salary: \$310,000

One-time Moving/Transition Allowance: \$25,000

**Nonguaranteed compensation:**

(1) Varsity Sports Teams. Athletic Director is eligible for the following bonuses (ties will be decided by the Conference tie breakers):

(a) \$3,000 (with a limit of \$12,000 in any contract year) for each varsity sports team that wins the Conference regular season champion or conference tournament; and

(b) \$3,000 (with a limit of \$12,000 in any contract year) for each varsity sports team or individuals (minimum of three to qualify for incentive) that participate in post-season NCAA competition during any contract year; and

(c) \$10,000 in any contract year for each varsity sports team that wins an NCAA championship

The total performance incentives for Varsity Sports Teams in any contract year will not exceed a total of \$25,000.

(2) Academic Grade Point Performance. Athletic Director is eligible for the following bonuses:

(a) \$12,500 in any contract year when all overall cumulative 3.0 GPA by all varsity student athletes is achieved or the aggregate Academic Progress Rate for all varsity teams exceeds 985; and

(b) \$2,500 in any contract year (with a limit of \$12,500) for each varsity team with a 3.0 or above grade point average for both the spring and fall semesters.

The total performance incentives for Academic Grade Point Performance in any contract year will not exceed a total of \$25,000.

Source of Funds: Intercollegiate Athletics

Period: August 1, 2022 through July 31, 2027

9. Contract (funds coming in and going out) - U. T. Austin: Master Medical Education Services Agreement with Ascension Seton related to the provision of clinical training, educational services, administration of graduate medical educational programs, society mentorship, and other related administrative services by physicians employed by U. T. Austin's Dell Medical School

Agency: Ascension Seton

Funds: U. T. Austin will be paid approximately \$3,575,000 per year for educational services provided through the graduate medical educational programs. U. T. Austin will pay up to \$300,000 per year to Ascension Seton to provided educational services and training.

Period: Term beginning July 1, 2022 and continuing until no physicians are providing educational services or either party terminates the Agreement with 180 days' notice. The roster of physicians providing services will be reviewed as needed and on an annual basis.

Description: The Master Medical Education Services Agreement updates and combines several pre-existing agreements between Dell Medical School and Ascension Seton, including the Academic Administrative Services Agreement, Academic Society Mentor Services Agreement, Clinical Training Affiliation Agreement, and the Graduate Medical Education (GME) Program Director Agreement to centralize the process for tracking physicians' time, effort, and costs for providing clinical education and training services by physicians employed by U. T. Austin's Dell Medical School.

The initial GME Program Director Agreement incorporated within this Agreement was approved by the Board of Regents on August 14, 2019. The value of Medical Education Services provided by Dell Medical School has increased since the 2019 approval and the Board of Regents is now asked to approve an annual value of approximately \$3,575,000 for Medical Education Services, with the understanding that periodic updates regarding the terms of the Agreement will be provided to the Executive Vice Chancellor for Academic Affairs.

10. Contract (funds coming in) - U. T. Austin: Amendment to Master Physician Services Agreement with Seton Hospitalist Service, Tri-County Clinical, Seton/U. T. Austin Dell Medical School University Physicians Group, Dell Children’s Medical Group, and Seton Family of Doctors related to the provision of clinical and other related administrative services by physicians who are employed by U. T. Austin’s Dell Medical School

Agency: Seton Hospitalist Service, Tri-County Clinical, Seton/U. T. Austin Dell Medical School University Physicians Group, Dell Children’s Medical Group, and Seton Family of Doctors (collectively, “Seton 162b Entities”)

Funds: Approximately \$11,150,000 per year for clinical services provided through the Hospitalist Program

Period: July 1, 2022 through December 31, 2022; with renewal periods of two years each, unless a 12-month notice of non-renewal or termination is given

Description: Amendment 5 to Master Physician Services Agreement updates the terms of a joint hospitalist program established by Amendment 2. Dell Medical School provides the Dell Seton Medical Center at The University of Texas with all needed hospital medicine, medicine consult, and infectious disease consult physician and clinical services, with coverage 24-hrs/day, 365 days/year, as well as hospital medicine/surgical elective service. To provide this coverage, U. T. Austin will hire the hospitalist physicians and advance practice providers who currently provide this service as employees of various Seton entities. Amendments 3 and 4 updated the terms of the Hospitalist Program to include updating staffing rosters during the COVID pandemic and did not require Board approval.

The initial Agreement was approved by the Board of Regents on May 10, 2017. Amendment 1 was approved by the Board of Regents on August 10, 2018. Amendment 2 was approved by the Board of Regents on November 15, 2018. The value of the Hospitalist Program has increased since the 2018 approval and the Board of Regents is now asked to approve an annual value of approximately \$11,150,000 for the Hospitalist Program, with the understanding that notice of the desired renewal be provided in advance to the Executive Vice Chancellor for Academic Affairs.

11. Contract (funds coming in and going out) - U. T. Austin: HiEd, Market Enginuity, Inc., to provide underwriting and other business services for KUT

Agency: Market Enginuity, Inc.

Funds: Funds coming in are \$54,000,000 and funds going out are \$13,500,000 for entire agreement term, including all renewals.

Period: September 1, 2022 through August 31, 2025; with two three-year renewal options

Description: Market Enginuity will provide underwriting and business services to KUT. Market Enginuity, Inc., will create underwriting and business opportunities for KUT that will generate revenue for Market Enginuity and KUT. This Agreement was procured based upon a best value determination.

12. Contract (funds going out) - U. T. Austin: Purchase Order with GE Packaged Power, LLC, to provide major overhaul, refurbishment, and upgrade of a turbine engine

Agency: GE Packaged Power, LLC

Funds: \$5,629,278

Period: June 1, 2022 through December 31, 2024

Description: U. T. Austin is issuing a purchase order to GE Packaged Power, LLC, to have a turbine engine overhauled. The Agreement was procured based upon an Exclusive Acquisition Justification. General Electric is the original equipment manufacturer.

13. Foreign Contract - U. T. Austin: Agreement with the Instituto Nacional de Bellas Artes y Literatura/Museo de Arte Moderno, Mexican governmental entity

Agency: Instituto Nacional de Bellas Artes y Literatura/Museo de Arte Moderno

Funds: No funds will be exchanged under the Agreement.

Period: June 1, 2022 through November 2, 2022

Description: U. T. Austin’s Harry Ransom Center is entering into a loan agreement with Instituto Nacional de Bellas Artes y Literatura/Museo de Arte Moderno, which is public museum and part of the Mexican government. U. T. Austin will loan 212 works by/of Gabriel García Márquez for a June 18, 2022 through October 2, 2022 exhibition in Mexico. The exhibition is entitled *Gabriel Garcia Márquez: The Making of a Global Writer*. Shipping costs and insurance will be paid by Borrower.

14. Request for Budget Change - U. T. Austin: Transfer \$25,000,000 from Vice President of Business Affairs (VPBA) – Reserve – AUF – Instruction, Allocation for Budget Adjustments to Project Management and Controls System (PMCS) – Repair and Replacement (R&R): Safety and Code – PMCS R&R: Safety and Code FY22 Allocation to increase current annual base allocation to allow critical infrastructure project to continue, ensure predictable and necessary replacement and repair requirements are completed, and completion of urgent campus facility repairs (RBC No. 11742) -- amendment to the 2021-2022 budget

The following Request for Budget Change 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	\$ Amount	RBC #
Replacement and Renewal (R&R) Program		
Amount of Transfer:		11742
From: Vice President of Business Affairs (VPBA) – Reserve – AUF – Instruction, Allocation for Budget Adjustments	\$25,000,000	
To: Project Management and Controls System (PMCS) – Repair and Replacement (R&R): Safety and Code – PMCS R&R: Safety and Code FY22 Allocation	\$ 6,925,000	
To: Project Management and Controls System (PMCS) – Repair and Replacement (R&R): Program – PMCS R&R: Program FY22 Allocation	\$18,075,000	

15. Request for Budget Change - U. T. Austin: Transfer \$6,100,100 from Utility (Util) – Utility Plant – UEM Operating Income to Utility (Util) Power Plant Expansion (PPE) GT10 Major Overhaul – All expenses for new funding of Utility Power Plant Expansion (RBC No. 11751) -- amendment to the 2021-2022 budget

16. Request for Budget Change - U. T. Austin: New award of tenure appointments

The following personnel actions involving new award of tenure appointments have been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs. The personnel actions have been included in the 2023 Annual Operating Budget and are consistent with the Regents' *Rules and Regulations*, Rule 31007.

<u>College, Department, and Name</u>	<u>From</u>	<u>To</u>
<b>Architecture</b>		
Charles Davis	New Hire	Associate Professor (T)
Gian Claudia Sciara	Assistant Professor	Associate Professor (T)
<b>McCombs School of Business</b>		
Information Risk and Operations Management		
Deepayan Charkrabarti	Assistant Professor	Associate Professor (T)
Ioannis Stamatopoulos	Assistant Professor	Associate Professor (T)
Marketing		
Doug Chung	New Hire	Associate Professor (T)
<b>Moody College of Communication</b>		
Advertising and Public Relations		
Laura Bright	Associate Professor	Associate Professor (T)
Erica Ciszek	Assistant Professor	Associate Professor (T)
Yeonsoo Kim	New Hire	Associate Professor (T)
Jeeyun Oh	Assistant Professor	Associate Professor (T)
Communication Studies		
Elin Hartelius	Associate Professor	Associate Professor (T)
Journalism and Media		
Celeste Gonzalez de Bustamante	New Hire	Professor (T)
Speech, Language, and Hearing Sciences		
Srikanta Mishra	New Hire	Associate Professor (T)
Mary Schmitt	Assistant Professor	Associate Professor (T)

College, Department, and Name	From	To
<b>College of Education</b>		
Educational Psychology Seung Choi	Professor	Professor (T)
Kinesiology and Health Education		
Deborah Salvo Dominguez	New Hire	Associate Professor (T)
Brian Mills	Associate Professor	Associate Professor (T)
Audrey Stone	Assistant Professor	Associate Professor (T)
Special Education Christian Doabler	Assistant Professor	Associate Professor (T)
<b>Cockrell School of Engineering</b>		
Aerospace Engineering and Electrical Mechanics Fabrizio Bisetti	Assistant Professor	Associate Professor (T)
Civil, Architecture and Environmental Engineering		
Kasey Faust	Assistant Professor	Associate Professor (T)
Polina Sela	Assistant Professor	Associate Professor (T)
Electrical and Computer Engineering Hao Zhu	Assistant Professor	Associate Professor (T)
Mechanical Engineering		
Derek Haas	Assistant Professor	Associate Professor (T)
Benjamin Leibowicz	Assistant Professor	Associate Professor (T)
<b>College of Fine Arts</b>		
Art and Art History Kristin Lucas	Assistant Professor	Associate Professor (T)
Theatre and Dance Raquel Monroe	New Hire	Professor (T)
<b>School of Information</b>		
Information Amelia Acker	Assistant Professor	Associate Professor (T)
<b>School of Law</b>		
Law Tara Grove	New Hire	Professor (T)

College, Department, and Name	From	To
<b>College of Liberal Arts</b>		
African and African Diaspora Studies		
Yasmiyn Irizarry	Assistant Professor	Associate Professor (T)
Classics		
Denton Walthall	Assistant Professor	Associate Professor (T)
Economics		
Eric Chyn	New Hire	Associate Professor (T)
English		
Jeehyun Lim	New Hire	Associate Professor (T)
Minou Arjomand	Assistant Professor	Associate Professor (T)
Government		
Justin Dyer	New Hire	Professor (T)
Philosophy		
Harvey Lederman	New Hire	Associate Professor (T)
Anat Schechtman	New Hire	Associate Professor (T)
Psychology		
Ian Nauhaus	Assistant Professor	Associate Professor (T)
Religious Studies		
George Keddie	New Hire	Associate Professor (T)
Sociology		
Christy Erving	New Hire	Associate Professor (T)
Sarah Brayne	Assistant Professor	Associate Professor (T)
Spanish and Portuguese		
Charles Nagle	New Hire	Associate Professor (T)
<b>College of Natural Sciences</b>		
Computer Science		
Qixing Huang	Assistant Professor	Associate Professor (T)
Philipp Kraehenbuehl	Assistant Professor	Associate Professor (T)
Vijaychidambaram		
Velayudhan Pillai	Assistant Professor	Associate Professor (T)
Integrative Biology		
Carlos Botero	New Hire	Associate Professor (T)
Human Development and Family Sciences		
Elma Lorenzo-Blanco	Assistant Professor	Associate Professor (T)

<u>College, Department, and Name</u>	<u>From</u>	<u>To</u>
Mathematics Maksym Radziwill	New Hire	Professor (T)
Molecular Biosciences David Taylor	Assistant Professor	Associate Professor (T)
Neuroscience Ian Nauhaus	Assistant Professor	Associate Professor (T)
Statistics and Data Science Roger Peng Purnamrita Sarkar Sinead Williamson	New Hire Assistant Professor Assistant Professor	Professor (T) Associate Professor (T) Associate Professor (T)
<b>College of Pharmacy</b> Kelly Reveles	Assistant Professor	Associate Professor (T)
<b>School of Social Work</b> Social Work Henrika McCoy	New Hire	Associate Professor (T)

17. Employment Agreement - U. T. Austin: Approval of terms of new Employment Agreement for current Head Softball Coach Michael White

The following terms of a new Employment Agreement for Head Softball Coach Michael White 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 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: \$612,500

**Nonguaranteed compensation:**

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Head Coach and Vice President and Athletics Director

Max Performance Incentives: \$226,625

Team wins Conference Regular Season Championship or

Tournament Championship: \$30,625

Team wins the NCAA Division I Softball Tournament  
Championship: \$153,125

National Coach of the Year: \$30,625

Conference Coach of the Year: \$12,250

To: **Guaranteed compensation (Increase of 2%):**

Annual Salary: \$625,000

Special Payment: One-time special payment of \$75,625 on  
October 1, 2022

**Nonguaranteed compensation (Increase of 2%):**

Sports Camps: In accordance with Athletics Department's policies and procedures and determined by the Head Coach and Vice President and Athletics Director

Max Performance Incentives: \$231,250

Team wins Conference Regular Season Championship or

Tournament Championship: \$31,250

Team wins the NCAA Division I Softball Tournament  
Championship: \$156,250

National Coach of the Year: \$31,250

Conference Coach of the Year: \$12,500

Source of Funds: Intercollegiate Athletics

Period: September 1, 2022 through August 31, 2027

18. Employment Agreement - U. T. Austin: Approval of terms of new Employment Agreement for current Head Men's and Women's Cross Country and Men's and Women's Indoor and Outdoor Track and Field Coach Edrick B. Floréal

The following terms of a new Employment Agreement for Head Men's and Women's Cross Country and Men's and Women's Indoor and Outdoor Track and Field Coach Edrick B. Floréal 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 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 Base Salary: \$450,000

Automobile: One dealer car

**Nonguaranteed compensation:**

Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Vice President and Athletics Director

Max Performance Incentives: \$333,000

Men's or Women's Cross Country Team wins Conference Championship: \$22,500

Men's or Women's Cross Country Team wins NCAA Division 1 Championship: \$112,500

National Cross Country Coach of the Year: \$22,500

Conference Cross Country Coach of the Year: \$9,000

Men's or Women's Track & Field Team wins Indoor/Outdoor Track Conference Championship: \$22,500

Men's or Women's Track & Field Team wins NCAA Division 1 Indoor/Outdoor Championship: \$112,500

National Track & Field Coach of the Year: \$22,500

Conference Track & Field Coach of the Year: \$9,000

To: **Guaranteed compensation (Increase of 22.22%):**

Annual Salary: \$550,000

Special Payment: One-time special payment of \$58,750 on October 1, 2022

Automobile: One dealer car

**Nonguaranteed compensation (Increase of 22.22%):**

Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Head Coach and Vice President and Athletics Director

Max Performance Incentives: \$407,000

Men's or Women's Cross Country Team wins Conference Championship: \$27,500

Men's or Women's Cross Country Team wins NCAA Division 1 Championship: \$137,500

National Cross Country Coach of the Year: \$27,500

Conference Cross Country Coach of the Year: \$11,000

Men's or Women's Track & Field Team wins Indoor/Outdoor Track Conference Championship: \$27,500

Men's or Women's Track & Field Team wins NCAA Division 1 Indoor/Outdoor Championship: \$137,500

National Track & Field Coach of the Year: \$27,500

Conference Track & Field Coach of the Year: \$11,000

Source of Funds: Intercollegiate Athletics

Period: September 1, 2022 through August 31, 2027

19. Employment Agreement - U. T. Austin: Approval of amendments to terms of Employment Agreement for current Head Women's Basketball Coach Vic Schaefer and related Professional Services and License Agreement with The Pressin' Rockin'S

The following terms of the amended Employment Agreement for Head Women's Basketball Coach Vic Schaefer and related Professional Services and License Agreement with The Pressin' Rockin'S 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:  
FY 2022-2023: \$1,800,000  
FY 2023-2024: \$1,900,000  
FY 2024-2025: \$1,900,000  
FY 2025-2026: \$2,000,000  
FY 2026-2027: \$2,100,000

Automobile: One dealer car, included in Annual Salary

Special Payment:  
FY 2024-2025: One-time special payment of \$200,000

**Nonguaranteed compensation:**

Sports Camps and Clinics: Determined by the Vice President and Athletics Director

Performance Incentives: \$370,000  
Team wins Big 12 Conference Regular Season Championship or  
Tournament Championship: \$50,000  
Team wins the NCAA Division 1 Basketball  
Tournament Championship: \$250,000  
Team Academic Performance Incentives: \$0 (included in base  
salary)  
National Coach of the Year: \$50,000  
Coach of the Year Honors: \$20,000

To: **Guaranteed compensation (Increase of 27.77%):**

Annual Salary and Payment to The Pressin' Rockin'S: \$2,300,000  
each Contract Year

The University will pay a portion of the guaranteed  
compensation directly to The Pressin' Rockin'S; the amount and  
timing of such payment shall be agreed upon by Head Women's  
Basketball Coach, The Pressin' Rockin'S, and U. T. Austin and  
reflect the parties' mutual interests.

Special Payment: One-time special payment of \$261,250 on  
October 1, 2022

Automobile: One dealer car, included in Annual Salary

**Nonguaranteed compensation (No Increase):**

Sports Camps: Determined by the Vice President and Athletics  
Director

Performance Incentives: \$370,000  
Team wins Big 12 Conference Regular Season Championship or  
Tournament Championship: \$50,000  
Team wins the NCAA Division 1 Basketball  
Tournament Championship: \$250,000  
Team Academic Performance Incentives: \$0 (included in base  
salary)  
National Coach of the Year: \$50,000  
Coach of the Year Honors: \$20,000

Source of Funds: Intercollegiate Athletics

Period: June 1, 2022 through March 31, 2027

20. Employment Agreement - U. T. Austin: Approval of amendments to terms of Restated Employment Agreement for current Head Women's Tennis Coach Howard Joffe

The following terms of the amended Restated Employment Agreement for Head Women's Tennis Coach Howard Joffe 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 Base Salary: \$215,285

Automobile: One dealer car

**Nonguaranteed compensation:**

Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Vice President and Athletics Director

Max Performance Incentives: \$79,654

Team wins Conference Regular Season Championship or  
Postseason Tournament Championship: \$10,764

Team wins the NCAA Division I Tournament: \$53,821

National Coach of the Year: \$10,764

Conference Coach of the Year: \$4,305

To: **Guaranteed compensation (Increase of 16.13%):**

Annual Base Salary: \$250,000

Automobile: One dealer car

**Nonguaranteed compensation (Increase of 16.13%):**

Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Head Coach and Vice President and Athletics Director

Max Performance Incentives: \$92,500

Team wins Conference Regular Season Championship or

Postseason Tournament Championship: \$12,500

Team wins the NCAA Division I Tournament: \$62,500

National Coach of the Year: \$12,500

Conference Coach of the Year: \$5,000

Source of Funds: Intercollegiate Athletics

Period: September 1, 2022 through August 31, 2024

21. Employment Agreement - U. T. Austin: Approval of amendments to terms of Employment Agreement for current Head Men's Golf Coach John Fields and related Professional Services and License Agreement with to-be-named company

The following terms of the amended Employment Agreement for Head Men's Golf Coach John Fields and related Professional Services and License Agreement with to-be-named company 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 Base Salary: \$304,900

Automobile: Included in Annual Base Salary

**Nonguaranteed compensation:**

Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Vice President and Athletics Director

Max Performance Incentives: \$109,813  
Team wins Conference Regular Season Championship or  
Tournament Championship: \$15,245  
Team wins the National Championship \$76,225  
National Coach of the Year: \$15,245  
Conference Coach of the Year: \$6,098

To: **Guaranteed compensation (Increase of 39.39%):**

Annual Base Salary: \$325,000

Automobile: One dealer car

Annual Professional Services and License Payments to Head Coach / Or to-be-named company:  
FY 2022-2023: \$100,000  
FY 2023-2024: \$100,000  
FY 2024-2025: \$100,000

**Nonguaranteed compensation (Increase of 9.5%):**

Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Vice President and Athletics Director

Max Performance Incentives: \$120,250  
Team wins Conference Regular Season Championship or  
Tournament Championship: \$16,250  
Team wins the National Championship: \$81,250  
National Coach of the Year: \$16,250  
Conference Coach of the Year: \$6,500

Source of Funds: Intercollegiate Athletics

Period: September 1, 2022 through August 31, 2025

22. Employment Agreement - U. T. Austin: Approval of terms of Employment Agreement for new Assistant Baseball Coach Steve Rodriguez

The following terms of the Employment Agreement for new Assistant Baseball Coach Steve Rodriguez 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 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.

Proposed: **Guaranteed compensation:**

Annual Base Salary: \$375,000

Automobile: One dealer car

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

Relocation and Temporary Housing Allowance: \$29,000

Tickets: In accordance with Athletics Department's policies and procedures, and based on availability

**Nonguaranteed compensation:**

Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Head Coach and Vice President and Athletics Director

Max Performance Incentives: \$112,500

Team wins Conference Regular Season Championship or Tournament Championship: \$18,750

Team wins the NCAA Division 1 Baseball Tournament Championship: \$93,750

Source of Funds: Intercollegiate Athletics

Period: July 7, 2022 through June 30, 2024

23. Request for Budget Change - U. T. Dallas: New Hire with Tenure -- amendment to the 2020-2021 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 \$	
<b>School of Natural Science and Mathematics</b>					
Geosciences					
Dean and Professor					
David Hyndman (T)	2/1-8/31	100	12	330,000	11815

Note: This item did not timely appear on a previous Consent Agenda due to an administrative oversight.

24. Request for Budget Change - U. T. Dallas: 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 \$	
<b>School of Natural Sciences and Mathematics</b>					
Physics/Chemistry & Biochemistry					
Professor					
Gerardo Andrés Cisneros (T)	1/1-5/31	80/20	09	130,000	11816

25. Request for Budget Change - U. T. Dallas: New award of tenure appointments

The following personnel actions involving new award of tenure appointments have been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs. The personnel actions have been included in the 2023 Annual Operating Budget and are consistent with the Regents' *Rules and Regulations*, Rule 31007.

<u>College, Department, and Name</u>	<u>From</u>	<u>To</u>
<b>School of Arts and Humanities</b>		
History		
Kimberly Hill	Assistant Professor	Associate Professor (T)
Literature		
Ashley Barnes	Assistant Professor	Associate Professor (T)
Philosophy		
Jonathan Tsou	New Hire	Professor (T)
<b>School of Arts, Technology, and Emerging Communication</b>		
Game Studies		
Josef Nguyen	Assistant Professor	Associate Professor (T)
<b>School of Behavioral and Brain Sciences</b>		
Psychology		
Heidi Kane	Assistant Professor	Associate Professor (T)
Stacie Warren	New Hire	Associate Professor (T)
<b>School of Economic, Political and Policy Sciences</b>		
Economics		
Irina Panovska	Associate Professor	Associate Professor (T)
Public and Non-Profit Management		
Abraham Benavides	New Hire	Professor (T)
<b>Erik Jonsson School of Engineering and Computer Science</b>		
Bioengineering		
Heather Hayenga	Assistant Professor	Associate Professor (T)
Kristin Miller	New Hire	Associate Professor (T)
Shashank Sirsi	Assistant Professor	Associate Professor (T)

College, Department, and Name	From	To
Electrical and Computer Engineering		
Benjamin Carrion Schaefer	Assistant Professor	Associate Professor (T)
Joseph Friedman	Assistant Professor	Associate Professor (T)
Mona Ghassemi	New Hire	Associate Professor (T)
<b>Naveen Jindal School of Management</b>		
Information Systems		
Zhe Zhang	Assistant Professor	Associate Professor (T)
Operations Management		
Ahmet Serdar Simsek	Assistant Professor	Associate Professor (T)
<b>School of Natural Sciences and Mathematics</b>		
Chemistry and Biochemistry		
Sheena D'Arcy	Assistant Professor	Associate Professor (T)
Sheel Dodani	Assistant Professor	Associate Professor (T)

26. Lease - U. T. Dallas: Authorization to lease approximately 14,500 rentable square feet of space contained in various suites within the Visitor Center and University Bookstore (VCB) building at 800 West Campbell Road, Richardson, Dallas County, Texas, to Follett Higher Education Group, Inc. for use as an on-campus bookstore, tech store, and coffee shop

Description: Lease of approximately 14,500 rentable square feet of space contained in various suites within the Visitor Center and University Bookstore (VCB) building at 800 West Campbell Road, Richardson, Dallas County, Texas, to Follett Higher Education Group, Inc., for use as an on-campus bookstore, tech store, and coffee shop.

Lessee: Follett Higher Education Group, Inc., an Illinois Corporation

Term: The estimated commencement date is September 1, 2022, and will continue for an initial term of five years. Lessee shall have one five-year renewal option, subject to written approval from U. T. Dallas. At any time during the term, either party may elect to terminate the Agreement without cause upon not less than 180 days prior written notice.

Lease Income: Consideration to U. T. Dallas includes total rent (inclusive of royalties and other payments) estimated to be between \$4,500,000 to \$6,000,000 over a possible 10-year term. In addition to base rent, Follett will pay an annual royalty fee of 18.1% - 20.1% of each year's adjusted gross revenue of non-course related materials with a guaranteed annual minimum of \$100,000, with the first-year annual minimum guaranteed to be at least \$250,000. Follett will also provide \$2,500 annually for sponsorship of special events for the campus community, and a \$5,000 annual textbook scholarship. In addition, Follet will invest \$900,000 to provide a state-of-the-art campus Tech Center by the bookstore, which will include the sale of computer hardware and software and provide service for minor repairs and upgrades, and a nationally branded Coffee Shop and Café.

27. Contract (funds going out) - U. T. El Paso: ABM Texas General Services, Inc., to provide custodial and hardscape services

Agency: ABM Texas General Services, Inc.

Funds: Approximately \$10,800,000 for the initial term based on services provided; \$10,800,000 approximate total for the options years; for a total of \$21,600,000

Period: September 1, 2022 through August 31, 2025; with three one-year renewal options to extend

Description: ABM will provide custodial and hardscape services for the U. T. El Paso campus. This contract was competitively bid.

28. Request for Budget Change - U. T. El Paso: Transfer \$3,558,387 from SEUP-Road Shows and Special Events Revenue to Road Shows and Special Events Expenses to adjust budget related to increased event activity (RBC No. 11796) -- amendment to the 2021-2022 budget

29. Request for Budget Change - U. T. El Paso: 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 Academic Affairs and are recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
<b>College of Engineering</b>					
Dean's Office and Metallurgy, Materials and Biomedical Engineering					
Dean and Professor					
Kenith E. Meissner (T)	8/3-8/31	100	12	300,000	11800
		0	09	165,000	
<b>College of Liberal Arts</b>					
Dean's Office and Language and Linguistics					
Dean and Professor					
Anadeli Bencomo (T)	6/1-8/31	100	12	230,605	11799
		0	09	115,000	
<b>School of Pharmacy</b>					
Dean's Office and Pharmaceutical Science					
Associate Dean and Professor					
Grady S. Weston (T)	7/1-8/31	50	12	190,000	11812
		50	09	142,500	

30. Request for Budget Change - U. T. El Paso: New award of tenure appointments

The following personnel actions involving new award of tenure appointments have been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs. The personnel actions have been included in the 2023 Annual Operating Budget and are consistent with the Regents' *Rules and Regulations*, Rule 31007.

<u>College, Department, and Name</u>	<u>From</u>	<u>To</u>
<b>College of Business Administration</b>		
Marketing and Management Yang Yang	Assistant Professor	Associate Professor (T)
<b>College of Education</b>		
Educational Leadership and Foundations Anne-Marie Nunez	New Hire	Professor (T)
Teacher Education Amy J. Bach Johannes Strobel	Assistant Professor New Hire	Associate Professor (T) Professor (T)
<b>College of Engineering</b>		
Aerospace and Mechanical Engineering Amelia Greig	Assistant Professor	Associate Professor (T)
Civil Engineering Adeeba A. Raheem	Assistant Professor	Associate Professor (T)
<b>College of Liberal Arts</b>		
Communication Sarah De Los Santos Upton Sabiha Ahmad Khan	Assistant Professor Assistant Professor	Associate Professor (T) Associate Professor (T)
History Erika Edwards	New Hire	Associate Professor (T)
Languages and Linguistics Annie Tremblay	New Hire	Professor (T)
Music Brian Downen	Assistant Professor	Associate Professor (T)
Psychology Iva Ivanova	Assistant Professor	Associate Professor (T)
Theatre and Dance Kimberly McKean James Stratton	Assistant Professor Assistant Professor	Associate Professor (T) Associate Professor (T)

<u>College, Department, and Name</u>	<u>From</u>	<u>To</u>
<b>College of Science</b>		
Biological Sciences Philip Lavretsky	Assistant Professor	Associate Professor (T)
Chemistry and Biochemistry Lela Vukovic	Assistant Professor	Associate Professor (T)
Earth, Environmental and Resource Sciences Jie Xu	Assistant Professor	Associate Professor (T)
Mathematical Sciences Natasha S. Sharma Xianyi Zeng	Assistant Professor Assistant Professor	Associate Professor (T) Associate Professor (T)
Physics Srinivasa Rao Singamaneni	Assistant Professor	Associate Professor (T)
<b>School of Pharmacy</b>		
Pharmaceutical Sciences Weiqin Lu	New Hire	Professor (T)

31. Request for Budget Change - U. T. Permian Basin: New award of tenure appointments

The following personnel actions involving new award of tenure appointments have been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs. The personnel actions have been included in the 2023 Annual Operating Budget and are consistent with the Regents' *Rules and Regulations*, Rule 31007.

<u>College, Department, and Name</u>	<u>From</u>	<u>To</u>
<b>College of Arts and Sciences</b>		
Department of Social Sciences Imane Hijal-Moghrabi	Assistant Professor	Associate Professor (T)
<b>College of Engineering</b>		
Department of Geosciences Sumit Verma	Assistant Professor	Associate Professor (T)
<b>College of Engineering</b>		
Department of Petroleum Engineering Zhengwen Zeng	Associate Professor	Associate Professor (T)

32. Contract (funds coming in) - U. T. Rio Grande Valley: Approval of Amendment and Extension to Annual Operating Agreement to the Affiliation Agreement between Doctors Hospital at Renaissance, Ltd., and U. T. Rio Grande Valley

Agency: Doctors Hospital at Renaissance, Ltd.

Funds: Estimated value is \$26,233,970 over the two-year term

Period: July 1, 2022 through June 30, 2024

Description: The First Amendment and Extension to Annual Operating Agreement to the Affiliation Agreement between Doctors Hospital at Renaissance, Ltd., and U. T. Rio Grande Valley documents the payments flowing between the parties in connection with graduate and undergraduate medical education programs and describes the commitment of the parties related to educational, clinical, structural, financial, and administrative needs of the medical education programs and other collaboration efforts. The First Amendment and Extension extends the term of the Annual Operating Agreement for two Academic Years 2022-2024 and replaces the current schedule with a new schedule.

33. Request for Budget Change - U. T. Rio Grande Valley: New award of tenure appointments

The following personnel actions involving new award of tenure appointments have been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs. The personnel actions have been included in the 2023 Annual Operating Budget and are consistent with the Regents' *Rules and Regulations*, Rule 31007.

<u>College, Department, and Name</u>	<u>From</u>	<u>To</u>
<b>College of Education and P-16 Integration</b>		
Organization and School Leadership		
George Padilla	Assistant Professor	Associate Professor (T)
Bilingual and Literacy Studies		
Christian Zuniga	Assistant Professor	Associate Professor (T)

College, Department, and Name	From	To
<b>College of Fine Arts</b>		
School of Music		
William Haugeberg	Assistant Professor	Associate Professor (T)
Rachel Mann	Assistant Professor	Associate Professor (T)
Jeffrey Ward	New Hire	Professor (T)
School of Art and Design		
Katherine McAllen	Assistant Professor	Associate Professor (T)
Ed Pogue	New Hire	Professor (T)
<b>College of Health Professions</b>		
Health and Biomedical Sciences		
Upal Roy	Assistant Professor	Associate Professor (T)
Health and Human Performance		
Ryan Russell	Assistant Professor	Associate Professor (T)
<b>College of Liberal Arts</b>		
Criminal Justice		
Lucas Espinoza	Assistant Professor	Associate Professor (T)
Yudu Li	Assistant Professor	Associate Professor (T)
Spanish		
Jorge Gonzalez del Pozo	New Hire	Professor (T)
Political Science		
Dongkyu Kim	Assistant Professor	Associate Professor (T)
Mison Kim	Assistant Professor	Associate Professor (T)
Christopher O'Kane	Assistant Professor	Associate Professor (T)
Charles Olney	Assistant Professor	Associate Professor (T)
<b>College of Sciences</b>		
Earth, Environmental, and Marine Sciences		
Christopher Gabler	Assistant Professor	Associate Professor (T)
Mathematical and Statistical Science		
Josef Sifuentes	Assistant Professor	Associate Professor (T)
<b>School of Medicine</b>		
Human Genetics		
Jacob Galan	New Hire	Associate Professor (T)
Anderson Winkler	New Hire	Associate Professor (T)
Population Health and Biostatistics		
Candace Robledo	Assistant Professor	Associate Professor (T)

College, Department, and Name	From	To
<b>School of Podiatric Medicine</b>		
School of Podiatric Medicine Othman Ghribi	New Hire	Professor (T)
<b>Vackar College of Business and Entrepreneurship</b>		
Marketing Deniz Atik	Assistant Professor	Associate Professor (T)
Information Systems Emmanuel Ayaburi	Assistant Professor	Associate Professor (T)
	Murad Moqbel	Assistant Professor
Economics and Finance Maroula Khraiche	Assistant Professor	Associate Professor (T)
	Incheol Kim	Assistant Professor
Management Pingshu Li	Assistant Professor	Associate Professor (T)

34. Employment Agreement - U. T. Rio Grande Valley: Approval of amendment and restatement of terms of Employment Agreement for current Head Men's Baseball Coach Derek Matlock

The following terms of the amended and restated Employment Agreement for current Head Men's Baseball Coach Derek Matlock 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 and restated Agreement references 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. 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: \$169,000

Automobile: \$500 monthly allowance

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

**Nonguaranteed compensation:**

Summer Men's Baseball Camps: Percentage of net proceeds for each camp, as determined by the Vice President and Athletics Director

Max Team Performance Incentives (\$35,000):

(a) \$5,000 if the Team finishes as Conference champions in the final regular season standings or as champions of the post-season Conference tournament (in any contract year, Head Coach may earn only one of the two incentives listed)

(b) \$5,000 if the Team receives an "at-large" bid to participate in the NCAA post-season tournament

(c) \$10,000 if the Team reaches the NCAA Division I College World Series, and an additional \$15,000 if the Team reaches the Championship

Team Academic Performance Incentives (\$5,000):

(a) \$2,500 if the Team's cumulative GPA for the academic year is above 3.000

(b) \$2,500 if the Team maintains an APR of at least 960 as determined by the annual NCAA Multi-Year APR Report

Coach of the Year Honors (\$5,000):

\$5,000 if Head Coach is named the Conference Coach of the Year for Baseball

**Liquidated damages for early termination:**

Through August 31, 2022: \$35,000

To: **Guaranteed compensation (Increase of 9.76%):**

Annual Salary: \$185,500

Automobile: \$500 monthly allowance

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

**Nonguaranteed compensation (No Increase):**

Summer Men's Baseball Camps: Percentage of net proceeds for each camp, as determined by the Vice President and Athletics Director

Max Team Performance Incentives (\$35,000):

- (a) \$5,000 if the Team finishes as Conference champions in the final regular season standings or as champions of the post-season Conference tournament (in any contract year, Head Coach may earn only one of the two incentives listed)
- (b) \$5,000 if the Team receives an "at-large" bid to participate in the NCAA post-season tournament
- (c) \$10,000 if the Team reaches the NCAA Division I College World Series, and an additional \$15,000 if the Team reaches the Championship

Max Team Academic Performance Incentives (\$5,000):

- (a) \$2,500 if the Team's cumulative GPA for the academic year is above 3.000
- (b) \$2,500 if the Team maintains an APR of at least 960 as determined by the annual NCAA Multi-Year APR Report

Coach of the Year Honors (\$5,000):

\$5,000 if Head Coach is named the Conference Coach of the Year for Baseball

**Liquidated damages for early termination (add one year):**

Through August 31, 2023: \$35,000

Source of Funds: Intercollegiate Athletics

Period: August 2022 through June 30, 2027

- 35. Lease - U. T. Rio Grande Valley: Authorization to lease space, as lessor, in a to-be-built building located on approximately 9.79 acres north of East Freddy Gonzalez Drive between South Interstate Highway 69c and South 21st Avenue in Edinburg, Hidalgo County, Texas, to the Edinburg Consolidated Independent School District for a proposed Dual Credit Program High School; and a finding of public purpose

Description: Lease of space in a to-be-built school building on approximately 9.79 acres of land located north of East Freddy Gonzalez Drive between South Interstate Highway 69c and South 21st Avenue in Edinburg, Hidalgo County, Texas, to the Edinburg Consolidated Independent School District (ISD) for a Dual Credit Program High School.

U. T. Rio Grande Valley, in concert with the Edinburg Consolidated ISD, will use the property as a dual-enrollment and higher education campus. The institution 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 may offer baccalaureate and masters courses after-hours at the facility.

Edinburg Consolidated ISD will build the improvements on the property consisting of approximately 86,371 square feet of classroom space, teaching labs, and support spaces for university and high school classes. U. T. Rio Grande Valley and the Edinburg Consolidated ISD will each fund one-half of the project cost, which is estimated to be approximately \$30,150,000.

- Lessee: Edinburg Consolidated Independent School District
- 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: Edinburg Consolidated ISD will prepay a rental amount of \$15,075,000, which is equal to one-half of the project cost, estimated at \$30,150,000. In addition, the Edinburg Consolidated ISD will pay its pro rata share of operating expenses. The prepaid base rental amount constitutes a below market rate, as it covers approximately 16 years and seven months of the 35-year lease term. The amount of the fair market value rent that will not be paid by Tenant equals approximately \$32,299,604, or a present value of \$15,264,252.
- Public Purpose: The prepaid base rental amount described above constitutes 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 of space in the to-be-built building to the Edinburg 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 proposed 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 Edinburg Consolidated ISD only to programs that offer dual credit or that otherwise tie into higher education.

36. Lease - U. T. Rio Grande Valley: Authorization to amend and extend a lease of up to approximately 36,888 usable square feet of space located at 2106 Treasure Hills Boulevard, Harlingen, Cameron County, Texas, to the United States of America for a Veterans Affairs Outpatient Clinic

Description:

U. T. Rio Grande Valley currently leases approximately 32,177 usable square feet of office space at 2106 Treasure Hills Boulevard (identified as 2102 Treasure Hills Boulevard in the existing lease) in Harlingen, Cameron County, Texas, to the United States of America for a Veterans Affairs outpatient clinic. Effective September 1, 2015, the U. T. Board of Regents combined assets and resources benefitting U. T. Pan American and U. T. Brownsville to form U. T. Rio Grande Valley. It was during this transition that the subject lease was transferred from U. T. Health Science Center - San Antonio to U. T. Rio Grande Valley due to the proximity of the subject property to the main campus.

U. T. Rio Grande Valley recently remeasured the premises and estimates that the actual area of the premises is approximately 36,888 usable square feet rather than approximately 32,177 usable square feet as referenced in the most recent lease amendment. The initial square footage of the lease was approximately 30,000 usable square feet and has increased in size as the lessee has expanded its presence in the building over time. The lessee is in the process of reducing its footprint to fit into 32,177 usable square feet until an amendment may be executed by both parties to memorialize the difference in square footage.

There is no record of Board authorization for the initial lease with U. T. Health Science Center - San Antonio. U. T. Rio Grande Valley is requesting authorization to amend and extend the lease for an additional three years as the value of the lease exceeds the institution's approval threshold.

The proposed lease site is part of a larger parcel consisting of approximately 26.2 acres in two adjacent tracts that were gifted to the Board of Regents by Valley Baptist Memorial Center for the purposes of undergraduate and graduate medical education programs, health research, health education of the public, and other health professional education programs in the Lower Rio Grande Valley. Because of use restrictions in the gift deed, the institution is also seeking the consent of Valley Baptist Medical Center to the proposed lease.

Lessee: United States of America

Term: The initial term of the lease was for 180 months, which commenced on August 27, 2007, and expires on August 26, 2022. The term of the lease renewal will be for approximately three years and will give the lessee the option to terminate the lease during year three with approximately 90 days prior written notice to the lessor.

Rental Amount: The rent and operating expenses are currently estimated to be approximately \$31.00 per square foot or \$3,083,132 over the renewal term for the 32,177 square foot premises. If the lessee decides to lease the entire premises of 36,888 square feet, then the estimated rent to U. T. Rio Grande Valley may increase by approximately \$451,398.

Total estimated lease payments to U. T. Health Science Center - San Antonio and to U. T. Rio Grande Valley over the current lease term and proposed renewal term are approximately \$13,362,907.

37. Lease - U. T. Rio Grande Valley: Authorization to add and subtract premises and to further extend the term of leased space located at 80 Fort Brown Road, Brownsville, Cameron County, Texas, on the Texas Southmost College campus, from the Texas Southmost College District, for administrative, office, classroom, laboratory, and ancillary uses

Description: Addition and subtraction of premises for a total of approximately 157,842 square feet of space from approximately 157,297 square feet currently, and further extension of the term of the lease of space located in various buildings and suites on the Texas Southmost College campus located at 80 Fort Brown Road, Brownsville, Cameron County, Texas, for administrative, office, classroom, laboratory, and ancillary uses. Except for the bookstore premises which are subject to a lease with a bookstore operator, the term of each space will be extended to expire on the same date.

Lessor: Texas Southmost College District

Term: The lease term for each of the spaces for which approval is requested, including extension periods, will expire on August 31, 2025, except for the bookstore space, which will expire on July 14, 2023. The original lease of space commenced on September 1, 2013, shortly after the dissolution of the affiliation between U. T. Brownsville and Texas Southmost College District.

Lease Cost: Not to exceed fair market value as established by an independent appraisal. Appraisal is confidential pursuant to *Texas Education Code* Section 51.951. In addition to base rent, U. T. Rio Grande Valley will pay its proportionate share of the costs of utilities and janitorial services provided to the space.

38. Request for Budget Change - U. T. San Antonio: New award of tenure appointments

The following personnel actions involving new award of tenure appointments have been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs. The personnel actions have been included in the 2023 Annual Operating Budget and are consistent with the Regents' *Rules and Regulations*, Rule 31007.

College, Department, and Name	From	To
<b>Alvarez College of Business</b>		
Department of Accounting Juan Mao	Assistant Professor	Associate Professor (T)
Department of Information Systems and Cyber Security Elias Bou-Harb Yuanxiong Guo	Associate Professor Assistant Professor	Associate Professor (T) Associate Professor (T)
Department of Marketing Ashwin Malshe Richard Gretz	Assistant Professor Associate Professor	Associate Professor (T) Associate Professor (T)
<b>College of Education and Human Development</b>		
Department of Bicultural-Bilingual Studies Bedrettin Yazan	Associate Professor	Associate Professor (T)
Department of Educational Leadership and Policy Studies Alonzo Flowers Claudia Garcia-Louis Van Lac	New Hire Assistant Professor Assistant Professor	Associate Professor (T) Associate Professor (T) Associate Professor (T)
Department of Educational Psychology John Davis	New Hire	Associate Professor (T)

College, Department, and Name	From	To
<b>College of Health, Community and Policy</b>		
Department of Public Health Fernando Riosmena	New Hire	Professor (T)
Department of Sociology Christina Sue Ginny Garcia-Alexander	New Hire Assistant Professor	Professor (T) Associate Professor (T)
Department of Social Work Megan Piel	Assistant Professor	Associate Professor (T)
<b>College of Liberal and Fine Arts</b>		
Department of Anthropology Luca Pozzi Marcus Hamilton	Assistant Professor Associate Professor	Associate Professor (T) Associate Professor (T)
Department of Communication Robert Tokunaga	Assistant Professor	Associate Professor (T)
Department of English Kimberly Fonzo	Assistant Professor	Associate Professor (T)
<b>College of Sciences</b>		
Department of Integrative Biology Jeffrey Hutchinson	Assistant Professor	Associate Professor (T)
Department of Physics and Astronomy Nicolas Large	Assistant Professor	Associate Professor (T)
<b>Klesse College of Engineering and Integrated Design</b>		
Department of Biomedical and Chemical Engineering Christopher Rathbone	Assistant Professor	Associate Professor (T)
Department of Electrical and Computer Engineering Chiyui Ahn John Prevost Panagiotis Markopoulos Qian Chen Sara Ahmed Yanmin Gong	Assistant Professor Assistant Professor New Hire Assistant Professor Assistant Professor Assistant Professor	Associate Professor (T) Associate Professor (T) Associate Professor (T) Associate Professor (T) Associate Professor (T) Associate Professor (T)

College, Department, and Name	From	To
Department of Mechanical Engineering J. Guillermo Araya Wei Gao	New Hire Assistant Professor	Associate Professor (T) Associate Professor (T)
School of Architecture and Planning Greg Griffin	Assistant Professor	Associate Professor (T)
School of Civil and Environmental Engineering and Construction Science Management Vikram Kapoor	Assistant Professor	Associate Professor (T)

39. Request for Budget Change - U. T. Tyler: New award of tenure appointments

The following personnel actions involving new award of tenure appointments have been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs. The personnel actions have been included in the 2023 Annual Operating Budget and are consistent with the Regents' *Rules and Regulations*, Rule 31007.

College, Department, and Name	From	To
<b>College of Arts and Sciences</b>		
Art and Art History Kaia Magnusen	Assistant Professor	Associate Professor (T)
Biology Katrin Kellner	Assistant Professor	Associate Professor (T)
Literature and Language Gregory Bock Anett Jessop	Assistant Professor Assistant Professor	Associate Professor (T) Associate Professor (T)
Political Science and History Kenneth Bryant Amanda Link	Assistant Professor Assistant Professor	Associate Professor (T) Associate Professor (T)
Social Sciences Meryem Saygili David Scott	Assistant Professor Assistant Professor	Associate Professor (T) Associate Professor (T)

College, Department, and Name	From	To
<b>College of Engineering</b>		
Mechanical Engineering		
Shih-Feng Chou	Assistant Professor	Associate Professor (T)
<b>College Education and Psychology</b>		
Psychology and Counseling		
Erin West	Assistant Professor	Associate Professor (T)
<b>College of Nursing and Health Sciences</b>		
School of Nursing		
Christy Gipson	Assistant Professor	Associate Professor (T)
Barbara McAlister	Assistant Professor	Associate Professor (T)
<b>Soules College of Business</b>		
Management and Marketing		
JungHwa Hong	Assistant Professor	Associate Professor (T)
Zhi Pei	Assistant Professor	Associate Professor (T)
Jie Yang	Assistant Professor	Associate Professor (T)
<b>School of Health Professions</b>		
Economics and Management		
Gerald Ledlow	Professor	Professor (T)
Karan Singh	Professor	Professor (T)
<b>School of Medical and Biological Sciences</b>		
Cellular and Molecular Biology		
Mitsuo Ikebe	Professor	Professor (T)

## HEALTH AFFAIRS COMMITTEE

40. Contract (funds coming in) - U. T. Southwestern Medical Center: To provide professional and technical services to support the operations of UT Southwestern Moncrief Cancer Center, a not-for-profit corporation

Agency: UT Southwestern Moncrief Cancer Center, a not-for-profit corporation

Funds: \$9,454,167

Period: September 1, 2022 through August 31, 2023

Description: U. T. Southwestern Medical Center to provide professional and technical services. UT Southwestern Moncrief Cancer Center (MCI) will reimburse U. T. Southwestern Medical Center for the cost of leasing employees. These services and leased employees will support the general operations of MCI.

41. Contract (funds going out) - U. T. Southwestern Medical Center: Amendment to Agreement with ABM Industry Group, LLC, to provide custodial housekeeping services to campus buildings and health facilities

Agency: ABM Industry Group, LLC

Funds: \$41,200,000 over the initial term and renewal options

Period: September 1, 2022 through August 31, 2023; with the option to renew for three additional one-year terms

Description: ABM Industry Group, LLC (ABM), will provide custodial housekeeping services to campus buildings and health facilities. The First Amendment did not increase the funds to be paid and did not require Board approval. This Second Amendment relates to an increase in labor costs, which is more than 25% of the amount previously approved by the Board, and is effective May 1, 2022. The Agreement was competitively bid.

42. Contract (funds going out) - U. T. Southwestern Medical Center: Aspiro Agency, LLC, to provide paid digital advertising services

Agency: Aspiro Agency, LLC

Funds: \$13,000,000 over the initial term and renewal options

Period: June 13, 2022 through June 12, 2025; with the option to renew for two additional one-year terms

Description: Aspiro Agency, LLC, will provide paid digital advertising services. The Agreement was competitively bid.

43. Contract (funds going out) - U. T. Southwestern Medical Center: Gilly National, Inc., to provide vending services

Agency: Gilly National, Inc.

Funds: \$5,000,000 over the initial term and renewal options

Period: June 24, 2022 through June 23, 2027; with the option to renew for two additional one-year terms

Description: Pursuant to an underlying master supplier agreement with Vizient Supply, LLC (Vizient Supply), Gilly National, Inc. (Gilly), will act as a supplier on behalf of Vizient Supply and provide food and beverage vending services, including but not limited to vending machines, as well as operating and maintaining all vending services on the U. T. Southwestern Medical Center campus. 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. Gilly agrees to periodically holding meetings or forums to provide students with a reasonable opportunity to discuss the performance of Gilly. 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. The Agreement was competitively bid.

44. Contract (funds going out) - U. T. Southwestern Medical Center: Medtronic USA, Inc., to provide a robotic system for neurological and spinal procedures

Agency: Medtronic USA, Inc.

Funds: \$6,956,376

Period: April 29, 2022 through March 31, 2025

Description: Medtronic USA, Inc., will provide a robotic system for neurological and spinal procedures. The Agreement was not competitively bid, but instead procured through an Exclusive Acquisition Justification.

45. Request for Budget Change - U. T. Southwestern Medical Center: New award of tenure appointments

The following personnel actions involving new award of tenure appointments have been administratively approved by the Chancellor and the Executive Vice Chancellor for Health Affairs. The personnel actions have been included in the 2023 Annual Operating Budget and are consistent with the Regents' *Rules and Regulations*, Rule 31007.

College, Department, and Name	From	To
<b>College of Advanced Imaging Research Center</b> Advanced Imaging Research Center Jae Park	Assistant Professor	Associate Professor (T)
<b>College of Biophysics</b> Biophysics Khuloud Jaqaman	Assistant Professor	Associate Professor (T)
<b>College of Cecil H. and Ida Green Center for Reproductive Biology Sciences</b> Cecil H. and Ida Green Gary Hon	Assistant Professor	Associate Professor (T)
<b>College of Cell Biology</b> Cell Biology Maralice Conacci-Sorrell Saikat Mukhopadhyay	Assistant Professor Assistant Professor	Associate Professor (T) Associate Professor (T)

College, Department, and Name	From	To
<b>College of Eugene McDermott Center for Human Growth and Development</b> Eugene McDermott Center Maria Chahrour	Assistant Professor	Associate Professor (T)
<b>College of Internal Medicine</b> Internal Medicine Chen Liu Amit Singal	Assistant Professor Professor	Associate Professor (T) Professor (T)
<b>College of Molecular Biology</b> Molecular Biology Jenna Jewell	Assistant Professor	Associate Professor (T)
<b>College of Neuroscience</b> Neuroscience Helen Lai	Assistant Professor	Associate Professor (T)
<b>College of Otolaryngology-Head and Neck Surgery</b> Otolaryngology-Head and Neck Surgery Baran Sumer	Professor	Professor (T)
<b>College of Pathology</b> Pathology Weibo Luo Hasan Zaki Patrick Leavey	Assistant Professor Assistant Professor Professor	Associate Professor (T) Associate Professor (T) Professor (T)
<b>College of Pharmacology</b> Pharmacology Michael Reese Erdal Toprak	Assistant Professor Assistant Professor	Associate Professor (T) Associate Professor (T)
<b>College of Radiation Oncology</b> Radiation Oncology Weiguo Lu	Associate Professor	Professor (T)
<b>College of Urology</b> Urology Vitaly Margulis	Professor	Professor (T)

46. Lease - U. T. Southwestern Medical Center: Authorization to lease approximately 19,835 square feet of space located at 5641 Southwestern Medical Avenue, Dallas, Dallas County, Texas, to CDM Management, Inc., for daycare use

Description: Authorization to lease approximately 19,835 square feet of space at 5641 Southwestern Medical Avenue, Dallas, Texas, to CDM Management, Inc., for daycare use. U. T. Southwestern Medical Center is relocating the lessee from the Bass Building, which is being redeveloped by the institution. The lessee has and will continue to provide day care services to U. T. Southwestern Medical Center staff and students through a separate license agreement that will be revised to reflect the new premises and will be coterminous with the new lease terms and potential renewal period.

Lessee: CDM Management, Inc., a Texas corporation

Term: The initial term of the lease is estimated to be 90 months, which is estimated to commence on October 1, 2022. The tenant will also have one additional option to renew the lease for 90 months at the then current fair market value. Lessee is being provided with three months of abated rent. In lieu of relocation expenses and termination fees, rent for the lessee's existing premises will be abated from August 1, 2022, through the commencement date of the new premises, which is estimated to be approximately two months.

Rental Amount: The market rent was estimated by a qualified real estate broker to be between \$15.00 - \$18.00 per square foot, which is a full-service rental rate that takes into consideration the tenant improvements for the premises that are being completed by U. T. Southwestern Medical Center. The rental rate for the initial term has been determined to be approximately \$15.00 per square foot for the first 14 months and will increase by 3% annually thereafter.

Total estimated lease payments to U. T. Southwestern Medical Center over the initial lease term are estimated to be \$2,359,346. The estimated lease payments for the initial term and potential renewal term are estimated to be approximately \$5,385,224.

U. T. Southwestern Medical Center will also be paying a 4% commission for the initial term to the lessee's broker, which is estimated to be approximately \$94,374.

U. T. Southwestern Medical Center will be providing approximately 46 non-reserved and four reserved parking spaces in the parking garage to the north of the building at no additional charge to support the parking needs of the daycare and building.

Tenant Improvements: The institution is spending approximately \$5,635,918 on renovations to the building to make it suitable for the lessee's occupancy. These costs include capital expenditures to the basic building, and costs associated with the lessee's buildout.

47. Lease - U. T. Southwestern Medical Center: Authorization to lease approximately 69,256 rentable square feet of space located within Core 35 Logistics Center III - Building A on Walnut Lane, Dallas, Dallas County, Texas, from Wallcon Industrial, L.P., for mission support uses, including to serve as a repair facility and distribution hub/storage for medical equipment and related accessories

Description: Authorization to lease approximately 69,256 rentable square feet of heated and air-conditioned warehouse space located within Core 35 Logistics Center III - Building A on Walnut Hill Lane, Dallas, Dallas County, Texas. The space will initially serve as a repair facility and distribution hub/storage for medical equipment and related accessories.

Lessor: Wallcon Industrial, L.P., a limited partnership

Term: The term of the lease will be for 123 months, which will commence on approximately February 1, 2023. Tenant will also have the option to extend the term of the lease for two additional periods of five years each.

Lease Cost: The estimated base rent for the initial term and potential renewal terms is approximately \$17,684,727.

Base rent will be abated for the first three months. After the abatement period the base rent over the initial first year will be \$8.80 per square foot annually or \$50,787.73 monthly with 3.75% annual increases thereafter. The base rent for the potential renewal periods, if exercised, will each be at current fair market value at the time of such renewal. Lessee will be responsible for any operating expenses (which are estimated at \$4.95 per square foot; assuming 3% annual operating expense increases, the estimated operating expense will be approximately \$3,930,015 during the initial term and will be approximately \$5,281,611 during renewal terms).

Tenant Improvements: The lessor is contributing approximately \$23.00 per square foot or \$1,592,800 as a tenant improvement allowance. Additionally, the institution will contribute an additional approximately \$150,000 towards improvements to the leased space.

Total Cost: Total estimated lease expense over the initial lease term and potential renewal terms is approximately \$27,196,354, which includes all operating expenses, proposed tenant improvement costs paid by lessee, and all additional costs outlined above.

48. Contract (funds coming in) - U. T. Medical Branch - Galveston: Amendment to Agreement with Shriners Hospitals for Children to provide various services

Agency: Shriners Hospitals for Children

Funds: Total contract value is estimated to exceed \$50,000,000 over the initial 10-year term, although the maximum amount is indeterminable at this time.

Period: January 1, 2021 through December 31, 2030; with automatic 10-year renewals

Description: On July 24, 1963, U. T. Medical Branch - Galveston (UTMB) entered into an Affiliation Agreement with Shriners Hospitals for Children (Shriners). On February 22, 1989, the parties entered into an Amended and Restated Affiliation Agreement. As a part of the restatement effort, the Second Amended and Restated Affiliation Agreement has been created and will supersede the Amended and Restated Affiliation Agreement. The purpose of this Agreement is to build upon the established broad framework of the prior Agreements between the parties to facilitate interaction and continued cooperation between UTMB, Shriners, and Shriners Hospital in Galveston. This Agreement is intended to ensure a definite relationship between the parties to support the advancement of Shriners mission to provide high quality patient care regardless of the patient's or the patient's family's ability to pay, as well as Shriners commitment to education, training, and research. The initial term of the Agreement is from January 1, 2021 through December 30, 2030; with automatic 10-year renewals thereafter (unless notice of non-renewal is provided 18 months prior to expiration), with the understanding that notice of the desired renewal be provided in advance to the Executive Vice Chancellor for Health Affairs. There are seven Operating Addenda associated with the subject Second Amended and Restated Affiliation Agreement, as follows: 1) Professional Services Agreement, 2) Resident and Fellow Training Agreement, 3) Student Training Agreement, 4) Master Research Affiliation Agreement, 5) Hospital Services Agreement, 6) Director of Research Agreement, and 7) Utilities Services Agreement.

49. Request for Budget Change - U. T. Medical Branch - Galveston: 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 \$	
<b>School of Medicine</b>					
Department of Emergency Surgery					
Professor and Chair					
Dietrich Jehle (T)	9/1-8/31	100	12	481,500	11717
Department of Family Medicine					
Professor and Chair					
Kendall Campbell (T)	10/15-8/31	100	12	350,000	11733
<b>School of Health Professions</b>					
Department of Nutrition, Metabolism, and Rehabilitation Services					
Professor					
Melissa Morrow (T)	4/1-8/31	100	12	200,000	11730
Department of Clinical Laboratory Sciences					
Associate Professor					
Carol Bartsch (T)	3/1-8/31	100	12	101,523	11731

50. Request for Budget Change - U. T. Medical Branch - Galveston: New award of tenure appointments

The following personnel actions involving new award of tenure appointments have been administratively approved by the Chancellor and the Executive Vice Chancellor for Health Affairs. The personnel actions have been included in the 2023 Annual Operating Budget and are consistent with the Regents' *Rules and Regulations*, Rule 31007.

<u>College, Department, and Name</u>	<u>From</u>	<u>To</u>
<b>School of Medicine</b>		
Microbiology and Immunology Haitao Hu	Associate Professor	Associate Professor (T)
Neuroscience, Cell Biology and Anatomy Jun-Ho La	Associate Professor	Associate Professor (T)
Preventive Medicine and Population Health Daniel Jupiter	Associate Professor	Associate Professor (T)
Pathology Cecilia Clement	Associate Professor	Associate Professor (T)
Biochemistry and Molecular Biology Andrew Routh	Assistant Professor	Associate Professor (T)
Ophthalmology and Visual Sciences Misha Syed	Professor	Professor (T)
Pediatrics Ashraf Aly	Professor	Professor (T)
<b>School of Health Professions</b>		
Nutrition, Metabolism and Rehabilitation Sciences Monique Pappadis	Assistant Professor	Associate Professor (T)

51. Contract (funds coming in) - U. T. Health Science Center - Houston: Amendment to Agreement with Memorial Hermann Health System to provide financial support for U. T. Health Science Center - Houston's academic, research, and community service programs

Agency: Memorial Hermann Health System

Funds: Approximately \$340,622,046

Period: July 1, 2022 through June 30, 2023

Description: This is the Fifth Amendment to the Annual Funding Agreement initially approved by the U. T. System Board of Regents on November 15, 2018, whereby Memorial Hermann Health System provides financial support to U. T. Health Science Center - Houston for academic support, program support, contracted services, and clinical support. All amounts paid for clinical support are to be used for the recruitment, retention, or engagement of physicians as agreed separately in writing. The First Amendment dated July 1, 2019, which increased the cap, did not require Board approval as the change in monetary value did not exceed 25%. The Second Amendment, dated July 1, 2020, received Board approval. The Third Amendment reflected minor editorial changes to the Second Amendment and did not require Board approval. The Fourth Amendment, dated July 1, 2021, received Board approval.

52. Request for Budget Change - U. T. Health Science Center - Houston: Tenure Appointment -- 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 Health Affairs and is recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
<b>School of Public Health</b>					
Department of Management, Policy and Community Health					
Professor					
Aanand D. Naik (T)	2/1-8/31	100	12	379,000	11739

53. Request for Budget Change - U. T. Health Science Center - Houston: New award of tenure appointments

The following personnel actions involving new award of tenure appointments have been administratively approved by the Chancellor and the Executive Vice Chancellor for Health Affairs. The personnel actions have been included in the 2023 Annual Operating Budget and are consistent with the Regents' *Rules and Regulations*, Rule 31007.

College, Department, and Name	From	To
<b>Cizik School of Nursing</b>		
Research Maja Djukic	Associate Professor	Associate Professor (T)
<b>McGovern Medical School</b>		
Biochemistry and Molecular Biology Wenbo Li	Assistant Professor	Associate Professor (T)
Institute of Molecular Medicine Kendra S. Carmon	Assistant Professor	Associate Professor (T)
Internal Medicine - Geriatrics Holly Holmes	Associate Professor	Professor (T)
Neurology Rodrigo F. Morales Andrey S. Tsvetkov	Associate Professor Assistant Professor	Associate Professor (T) Associate Professor (T)
Neurosurgery Nitin Tandon	Professor	Professor (T)
Obstetrics, Gynecology and Reproductive Sciences Joseph A. Lucci III Ramesha Papanna	Professor Associate Professor	Professor (T) Professor (T)
Ophthalmology and Visual Science Chai-An Mao	Assistant Professor	Associate Professor (T)
Pediatrics - Center for Clinical Research and Evidence-Based Medicine Claudia Pedroza	Associate Professor	Professor (T)
Pediatrics - Research Center Jun Wang	Associate Professor	Associate Professor (T)

College, Department, and Name	From	To
<b>School of Biomedical Informatics</b>		
Biomedical Informatics		
Licong Cui	Assistant Professor	Associate Professor (T)
Luca Giancardo	Assistant Professor	Associate Professor (T)
Kirk Roberts	Associate Professor	Associate Professor (T)
<b>School of Dentistry</b>		
Diagnostic and Biomedical Sciences		
Cameron B. Jeter	Associate Professor	Associate Professor (T)
Endodontics		
David Jaramillo	Professor	Professor (T)
Periodontics and Dental Hygiene		
Srinivas Ayilavarapu	Associate Professor	Professor (T)
<b>School of Public Health</b>		
Biostatistics and Data Science		
CiCi X. C. Bauer	Assistant Professor	Associate Professor (T)
Luis Leon Novelo	Assistant Professor	Associate Professor (T)
Epidemiology, Human Genetics and Environmental Sciences		
Michael Bradley Cannell	Associate Professor	Associate Professor (T)
Marcia de Oliveira Otto	Assistant Professor	Associate Professor (T)
Eric C. Jones	Assistant Professor	Associate Professor (T)
Qian Xiao	Assistant Professor	Associate Professor (T)
Management Policy and Community Health		
Cecilia Ganduglia Cazaban	Assistant Professor	Associate Professor (T)

54. Seal - U. T. Health Science Center - Houston: Approval for use and implementation of new institutional marks for use as an academic seal

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for External Relations, Communications, and Advancement Services, the Vice Chancellor and the General Counsel, and the institutional president that the U. T. System Board of Regents approve the use and implementation of new institutional marks for use as an academic seal for U. T. Health Science Center - Houston in accordance with Regents' *Rules and Regulations*, Rule 40801.

U. T. Health Science Center - Houston proposes to refresh its seal for use in official and presidential communications, marketing, and branding. The seal is not intended for use and will not be used as the institution's primary logo, but limited for use in applications representing the President's Office or other legacy applications (e.g., diplomas, transcripts, official letters, limited commencement merchandise).

The artwork of U. T. Health Science Center - Houston's original seal was low quality and needed to be digitally redrawn and updated for best reproduction and use on applicable items. Additionally, at the request of the U. T. System Branding, Licensing, and Trademark Office, the 'V' in the Latin word 'Praesidivm' will be changed to 'U' for consistency with the U. T. System standard.

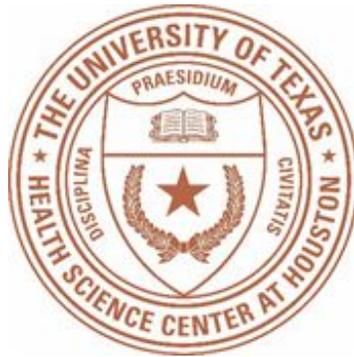
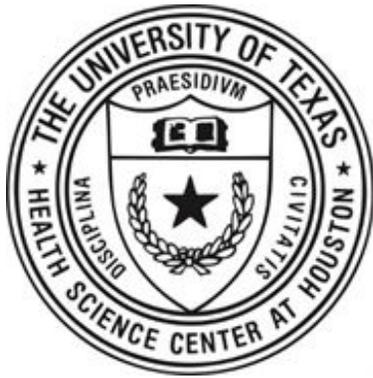
The acceptable colors for the seal to appear in are Pantone 167U, Black, and White. In limited cases, the seal can appear in metallic gold, silver, or copper when being foil stamped, or may be etched into metal or glass in approved applications.

The acceptable image formats for the seal to be used in are Vector Adobe Illustrator files (.eps, .ai, .svg) and High-Resolution Image files (.png, .jpg).



The University of Texas  
Health Science Center at Houston

Previous seal artwork:



New seal artwork:



55. Contract (funds going out) - U. T. Health Science Center - San Antonio: Epic Hosting, LLC, to provide certain Hosting Services and other professional services related to the EPIC license for Electronic Medical Record

Agency: Epic Hosting, LLC

Funds: Approximately \$11,800,200

Period: August 2022 (effective date) through the earlier of 60 months after the Technical Go Live, or January 2029, 78 months after effective date

Description: This Agreement supports a long-standing contractual relationship between U. T. Health Science Center - San Antonio and Epic Hosting, LLC (EPIC), in the provision of U. T. Health Science Center - San Antonio's primary electronic medical record (EMR). Under this Agreement, EPIC will provide services including provisioning and management processes, types and quantities of system resources, technical support, and other functional and technical requirements applicable to the Hosting Services to host/manage/maintain U. T. Health Science Center - San Antonio's EMR platform for clinical care provided by the Medical Services Research Development Plan at U. T. Health Science Center - San Antonio.

This Agreement enables multiple projects in support of both ambulatory and inpatient clinical operations at U. T. Health Science Center - San Antonio. The EPIC EMR platform will be transitioned from an on-premise instance to cloud-hosted as part of the modernization effort that enhances clinical workflows and clinical decisions. The new functionality will also include lab, surgery, and inpatient modules in preparation for a new outpatient surgery center and a new hospital. Both facilities are currently under construction and scheduled to open in fall of 2024.

This Agreement was not competitively bid, but was instead procured through an Exclusive Acquisition Justification.

56. 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 \$	
<b>School of Nursing</b>					
Office for Faculty Excellence					
Dean					
Sonya Renae Hardin (T)	6/6-8/31	100	12	370,000	11737
<b>School of Medicine</b>					
Microbiology, Immunology					
Chair and Professor					
Laurence Morel (T)	6/13-8/31	100	12	120,000	11752
Neurosurgery					
Associate Professor					
Fassil Mesfin (T)	6/16-8/31	100	12	600,000	11753

57. Request for Budget Change - U. T. Health Science Center - San Antonio: New award of tenure appointments

The following personnel actions involving new award of tenure appointments have been administratively approved by the Chancellor and the Executive Vice Chancellor for Health Affairs. The personnel actions have been included in the 2023 Annual Operating Budget and are consistent with the Regents' *Rules and Regulations*, Rule 31007.

College, Department, and Name	From	To
<b>School of Dentistry</b>		
Endodontics		
Varvara Chrepa	Assistant Professor	Associate Professor (T)
Periodontics		
Georgios Kotsakis	Associate Professor	Associate Professor (T)

College, Department, and Name	From	To
<b>School of Medicine</b>		
Biochemistry and Structural Biology Yogesh K. Gupta	Assistant Professor	Associate Professor (T)
Cells Systems & Anatomy Lizhen Chen	Assistant Professor	Associate Professor (T)
Cellular and Integrative Physiology Martin Paukert	Assistant Professor	Associate Professor (T)
Microbiology, Immunology, and Molecular Medicine Alexei V. Tumanov	Associate Professor	Associate Professor (T)
Molecular Medicine Kexin Xu	Assistant Professor	Associate Professor (T)
Neurology Mitzi M. Gonzales	Assistant Professor	Associate Professor (T)
Ob-Gyn Gangadhara R. Sareddy	Assistant Professor	Associate Professor (T)
Pediatrics Alvaro G. Moreira	Assistant Professor	Associate Professor (T)
Pharmacology April L. Risinger	Assistant Professor	Associate Professor (T)
Psychiatry and Behavioral Sciences Van L. King Jr. Donald D. McGeary	Professor Associate Professor	Professor (T) Professor (T)
<b>School of Nursing</b>		
School of Nursing Bertha E. Flores	Assistant Professor	Associate Professor (T)
Darpan Patel	Associate Professor	Associate Professor (T)

58. Lease - U. T. Health Science Center - San Antonio: Authorization to lease approximately 8,450 usable square feet of space located on the 2nd floor at 8435 Wurzbach Road, Bexar County, San Antonio, Texas, from Gateway Medical Developer, LLC, for medical office and clinical use

Description: Authorization to lease approximately 8,450 usable square feet of medical office and clinical space on the 2nd Floor at Gateway Phase I, located at 8435 Wurzbach Road in San Antonio, Texas. The space will be used for clinical purposes, initially for Medical Specialties, which may include Diabetes, Endocrinology, an Infectious Disease Clinic, Travel Medicine Clinic, and for Clinical Research.

Lessor: Gateway Medical Developer, LLC, a Texas limited liability company

Term: The term of the lease will be for 84 months, which will commence on approximately January 1, 2023. Tenant will also have the option to further extend the term of the lease for 60 months.

Lease Cost: Estimated rent for the initial term and potential renewal term is approximately \$3,730,168.

Base Rent over the initial period will be \$32.00 per square foot annually with 2.5% annual increases thereafter. The base rent for the potential renewal period will start at the lesser of \$38.04 per square foot and fair market value with 2.5% annual increases thereafter. Lessee will be responsible for any additional operating expenses, which are approximately \$10.00 per square foot. Assuming 3% annual operating expense increases, the operating expenses will be approximately \$647,478 during the initial term and approximately \$551,750 during the renewal term. Lessee will be responsible to pay utility charges estimated to be approximately at \$25,350 per year directly to the utility company for Lessee's separately metered premises.

Tenant Improvements: The lessor is contributing approximately \$591,500 as a tenant improvement allowance. Additionally, the institution will contribute approximately \$633,750 towards improvements to the leased space.

Total Cost: Total estimated lease expense over the initial lease term and potential renewal period is approximately \$5,867,344, which includes all estimated operating expenses, proposed tenant improvement dollars, and all estimated additional costs outlined above.

59. Lease - U. T. Health Science Center - San Antonio: Authorization to lease approximately 16,252 usable square feet of space located on the 3rd floor at 8435 Wurzbach Road, Bexar County, San Antonio, Texas, from Gateway Medical Developer, LLC, for medical office and clinical use

Description: U.T. Health Science Center - San Antonio currently leases approximately 8,000 usable square feet of medical office and clinical space on the 3rd Floor at Gateway Phase I, located at 8435 Wurzbach Road in San Antonio, Texas. The space is used as a Pediatrics clinic to serve infants and children from the surrounding areas.

The institution is requesting authorization to ratify the existing lease, along with authorization to amend the current lease to increase the size of the premises to 16,252 usable square feet. The expansion space will be used for clinical purposes, initially for Medical Specialties, which may include Pulmonology, Gastroenterology, Rheumatology, Nephrology, and Infusion Services.

Lessor: Gateway Medical Developer, LLC, a Texas limited liability company

Term: The initial lease for 8,000 usable square feet commenced on November 1, 2021. The term of the amended lease will be for 84 months, which will commence on approximately January 1, 2023. Tenant will also have the option to further extend the term of the lease for 60 months.

Lease Cost: The total lease expense from the original lease commencement date to the proposed amended commencement date of January 1, 2023, is approximately \$383,993, which includes all base rent, estimated operating expenses and utilities.

Base Rent over the amendment term will be \$29.00 per square foot annually with 2.5% annual increases thereafter. The base rent for the potential renewal period will start at the lesser of \$34.47 per square foot annually with 2.5% annual increases thereafter or fair market value. Lessee will be responsible for any additional operating expenses, which are approximately \$10.00 per square foot. Assuming 3% annual operating expense increases, the operating expenses during the initial period will be approximately \$1,245,303 and the renewal period will be approximately \$1,061,185. Lessee will be responsible to pay utility charges directly to the utility company for Lessee's separately metered premises, which are estimated to be approximately at \$48,756 per year. Estimated rent for the initial term and potential renewal term of the amended lease for the total premises of 16,252 usable square feet is approximately \$6,501,775.

Tenant Improvements: The lessor previously contributed approximately \$520,000 as a tenant improvement allowance for the initial lease, and is contributing an additional approximately \$577,640 for the expansion premises. The institution will contribute approximately \$1,176,380 towards improvements to the leased space.

Total Cost: Total estimated lease expense over the initial lease term and potential renewal period is approximately \$10,953,709, which includes all estimated operating expenses, proposed tenant improvement dollars, estimated additional costs outlined above, and previously paid rents.

60. Lease - U. T. Health Science Center - San Antonio: Authorization to lease approximately 19,670 rentable square feet of space located at 5109 Medical Drive, Bexar County, San Antonio, Texas, from PPH Real Estate, LLC, for medical office and clinical use

Description: Authorization to lease approximately 19,670 rentable square feet of medical office and clinical space on the 4th Floor at 5109 Medical Drive in San Antonio, Texas. The space will initially be used as a Be Well, Texas clinic, which includes a state-wide telemedicine clinic, a state-wide network of additional treatment providers and recovery support providers, and telementoring for workforce development.

Lessor: PPH Real Estate, LLC, a Texas limited liability company

Term: The term of the lease will be for 62 months, which commenced on April 1, 2022. Tenant will also have the option to extend the term of the lease for 60 months.

Lease Cost: Estimated base rent for the initial term and potential renewal term is approximately \$5,339,523.

Base Rent over the initial period will be \$25.00 per square foot annually with 2% annual increases thereafter. The base rent for the potential renewal period will start at the lesser of \$27.60 per square foot annually, with 2% annual increases thereafter or fair market value. Tenant will be responsible for any future operating expenses over the base year of 2023 (which is approximately \$8.12 per square foot). Assuming 3% annual operating expense increases, estimated operating expenses will be approximately \$20,036 during the initial term and approximately \$28,618 for the renewal period. All utility charges for the premises are included in the base rent for the lease, subject to increases above the base year. In addition, the landlord provided three months of free rent.

Tenant Improvements: The lessor is contributing approximately \$885,150 as a tenant improvement allowance. Additionally, the institution will contribute approximately \$194,000 towards improvements to the leased space.

Total Cost: Total estimated lease expense over the initial lease term and potential renewal period is approximately \$5,582,123, which includes all operating expenses, proposed tenant improvement paid by U. T. Health Science Center - San Antonio, and all additional costs outlined above.

61. Contract (funds coming in) - U. T. M. D. Anderson Cancer Center: Burd Health LLC to forward cancer screening guidelines and survey questions regarding cancer prevention and early detection of cancer for review and feedback from U. T. M. D. Anderson Cancer Center to help identify cancer risks of Burd Health's members

Agency: Burd Health LLC

Funds: The total value of the services under the Services Agreement will be a minimum of \$11,400,00 over the initial five-year term.

Period: May 25, 2022 through May 24, 2027; and may be extended on a year by year basis, with the understanding that notice of the desired renewal be provided in advance to the Executive Vice Chancellor for Health Affairs

Description: Burd Health LLC offers employers screening guidelines and protocols for cancer prevention, early detection and monitoring (Guidelines) as part of Burd Health's cancer screening, detection, and treatment plan care navigation product. Burd Health LLC desires for U. T. M. D. Anderson Cancer Center to review and provide feedback on Burd Health's cancer screening Guidelines such that the Guidelines match U. T. M. D. Anderson Cancer Center's cancer screening protocols. Burd Health LLC also desires for U. T. M. D. Anderson Cancer Center to conduct an annual review of Burd Health's survey questions to confirm the survey questions are sufficient to reasonably assist Burd Health's members to identify their cancer risks. In addition, U. T. M. D. Anderson Cancer Center will permit Burd Health LLC to tell its clients and prospective clients the screening protocols are those recommended by U. T. M. D. Anderson Cancer Center. U. T. M. D. Anderson Cancer Center will be compensated and Burd Health will pay to U. T. M. D. Anderson Cancer Center a minimum of \$11,400,000 for the initial five-year term.

62. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Amendment to Agreement with The Chartis Group, LLC, to provide patient access improvement project services

Agency: The Chartis Group, LLC

Funds: The total value of the services under the Agreement is approximately \$5,400,000.

Period: April 1, 2022 through February 28, 2023

Description: The Chartis Group, LLC, will conduct assessments of existing Access Operations and identify performance gaps against leading practice and recommend a roadmap of improvement solutions to U. T. M. D. Anderson Cancer Center's New Patient Access experience. The Agreement (Project Addendum), effective June 1, 2021, is pursuant to a U. T. System Master Non-exclusive Services Agreement (U. T. System Master Agreement), effective March 1, 2017, with an expiration date of February 28, 2023, via a Second Amendment. The Project Addendum, with the same term as the U. T. System Master Agreement, had an initial cap amount of \$1,188,933. The First Amendment to the Project Addendum, effective October 1, 2021, added an additional scope of work and fee schedule. The Second Amendment to the Project Addendum, effective January 10, 2022, added an additional fee schedule. The initial Project Addendum and Amendments One and Two did not require Board approval as the cap amount was within the institution's delegated approval threshold. The U. T. System Master Agreement was competitively bid at the U. T. System level. This Third Amendment to the Project Addendum increases the cap amount to \$5,400,000.

63. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Amendment to Agreement with NAS Recruitment Communications, LLC, to configure and host responsive platform-optimized search pages to assist with employee recruitment

Agency: NAS Recruitment Communications, LLC

Funds: The total value of the services under the Agreement is approximately \$6,260,780.

Period: August 1, 2022 through August 31, 2024

Description: NAS Recruitment Communications, LLC, will configure and host responsive platform-optimized search pages that will allow candidates to navigate to specific job positions of interest within U. T. M. D. Anderson Cancer Center and apply for those positions.

The initial Agreement was effective from September 1, 2016 through August 31, 2019, with two renewal options of 12 months each. The initial cap amount was \$2,500,000. The First Amendment, effective February 23, 2018, incorporated an additional scope of work and fee schedule. The Second Amendment, effective August 12, 2019, extended the term to August 31, 2020, and increased the cap amount to \$4,500,000. The Third Amendment, effective September 1, 2020, extended the term to August 31, 2021, using all renewals. The Fourth Amendment, effective September 1, 2021, extended the term to October 31, 2021. The Fifth Amendment, effective November 1, 2021, extended the term to August 31, 2022. The initial Agreement and amendments One through Five did not require Board approval as the cap amount was within the institution's delegated approval threshold. The initial Agreement was competitively bid. This Sixth Amendment increases the cap amount to \$6,260,780 and extends the term to August 31, 2024.

64. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Amendment to Agreement with Health Language, Inc., to provide license to use and possess proprietary software of use with U. T. M. D. Anderson Cancer Center products

Agency: Health Language, Inc.

Funds: The total value of the services under the Agreement is approximately \$7,000,000.

Period: June 15, 2022 through July 31, 2023

Description: Health Language, Inc., will provide a license to use and possess its proprietary software for use with U. T. M. D. Anderson Cancer Center's products. Health Language, Inc., provides content that includes a proprietary mapping of billing codes to revenue codes, which are required for sending electronic claims to insurance companies and governmental payers.

The initial Agreement and Amendments One through Nineteen did not require Board approval as the cap amount was within the institution's delegated approval threshold. The initial Agreement was obtained via an Exclusive Acquisition Justification. This Twentieth Amendment increases the cap amount to \$7,000,000 and adds various provisions to the Agreement.

Additional Information:

- The initial Agreement was effective from August 1, 2011 through July 31, 2013, and auto-renews for additional three-year terms.
- The First Amendment, effective April 18, 2014, extended the term to July 31, 2017, deleted the auto-renew provision and added various Riders.
- Amendments Two through Four (effective April 18, 2014, February 15, 2016, and December 1, 2016, respectively) added information and various licenses to existing Exhibits and added Scopes of Work.
- The Fifth Amendment, effective July 11, 2017, added a cap amount of \$2,900,000 and extended the term to July 31, 2020.
- The Sixth Amendment, effective October 19, 2017, added an additional license, fees, and an additional Rider.
- Amendments Seven through Fourteen (effective October 19, 2017, December 1, 2017, May 1, 2018, June 19, 2018, September 25, 2018, June 25, 2019, June 27, 2019, and January 28, 2020, respectively) added additional Scopes of Work, Exhibits, and various licenses or fees.

- The Fifteenth Amendment, effective August 21, 2020, extended the term to July 31, 2023, increased the cap amount to \$4,900,000, reinstated the auto-renew provision, deleted and replaced several Exhibits, and added additional license terms and conditions.
- Amendments Sixteen through Nineteen (effective August 24, 2020, November 12, 2020, January 21, 2022, and March 17, 2022, respectively) added additional Scopes of Work and various Change Orders to existing Scopes of Work.

65. 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 \$	
<b>Medical Staff</b>					
Health Disparities Research Professor Lorraine Reitzel (T)	8/1-8/31	100	12	250,000	11747
Imaging Physics Professor Jeffrey Siewerdsen (T)	7/1-8/31	100	12	335,000	11749
Hematopoietic Biology and Malignancy Professor Rafael Casellas (T)	7/1-8/31	100	12	300,000	11744

66. Request for Budget Change - U. T. M. D. Anderson Cancer Center: New Hire with Tenure -- amendment to the 2022-2023 budget

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

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
<b>Department of Epidemiology</b>					
Division of Cancer Prevention and Population Sciences					
Professor					
Weiva Sieh (T)	9/1-8/31	100	12	239,000	11748

**FACILITIES PLANNING AND CONSTRUCTION COMMITTEE**

No items for Consent Agenda

ADDITIONAL CONSENT AGENDA ITEM  
ACADEMIC AFFAIRS COMMITTEE  
AUGUST 24-25, 2022

67. Foreign Contract - U. T. Austin: Pinacoteca do Estado de São Paulo, State Department of Culture, State of São Paulo, Brazil will loan three artworks for an exhibit at the U. T Austin, Visual Arts Center

Agency: Pinacoteca do Estado de São Paulo, State Department of Culture, State of São Paulo, Brazil

Funds: No funds will be exchanged under the Agreement.

Period: August 25, 2022 through August 31, 2023

Description: U. T. Austin's College of Fine Arts is entering into a loan agreement with the Pinacoteca do Estado de São Paulo. Three artworks, owned by the Pinacoteca do Estado de São Paulo, will be part of the exhibition titled *Social Fabric: Art and Activism in Contemporary Brazil* to be held at the Visual Arts Center, in U.T. Austin's College of Fine Arts, from September 23, 2022 through March 10, 2023.

Insurance coverage of \$50,000 will be covered by Borrower.