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CONSENT AGENDA**

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November 13-14, 2019
Austin, Texas

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MEETING OF THE BOARD

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

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

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

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

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

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

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

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

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

AUDIT, COMPLIANCE, AND RISK MANAGEMENT COMMITTEE

No items for Consent Agenda

FINANCE AND PLANNING COMMITTEE

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

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

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

Agency: Lighthouse Environmental, Inc.

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

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

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

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

Contractors:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACADEMIC AFFAIRS COMMITTEE

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

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

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

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

The substantive changes to the Model Policy are as follows:

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

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 3.1 below for detailed information.

2. Policy

Sec. 1 General Policy Statement.

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

The University of Texas System
Office of Systemwide Compliance Model Policy

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

Sec. 3 Filing a Complaint and Reporting Violations.

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

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

- a. Anonymity. You may file an anonymous complaint by telephone, in writing or electronically **[INSERT LINK TO WEBSITE REPORTING SYSTEM]** with the Title IX Office. Your decision to remain anonymous, however, may greatly limit the University's ability to stop the alleged conduct, collect evidence, or take action against parties accused of violating the Policy.
- b. Confidentiality. Most University employees are required to report and respond to complaints of sexual misconduct and may be unable to honor a request for confidentiality. Complainants who want to discuss a complaint in strict confidence may use the resources outlined in Section 3.6 below.
- c. Timeliness of Complaint. You should report sexual misconduct as soon as you become aware of such conduct.

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

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

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

For students:

The University of Texas System
Office of Systemwide Compliance Model Policy

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

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

For employees:

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

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

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

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

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

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

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

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

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

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

Sec. 5. Resources and Assistance.

5.1 Immediate Assistance.

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

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

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

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

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

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

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

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

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

Students desiring counseling should contact:

[insert office and contact information]

Faculty and staff should contact:

[insert office and contact information]

5.2 Interim Measures.

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

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

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

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

6.1 Key Officials in an Investigation.

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

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

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

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

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

6.3 Informal Resolution of Certain Complaints. (OPTIONAL)

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

- A. Informal Assistance. If informal assistance is appropriate, the individual will be provided assistance in informally resolving the alleged sexual misconduct. Assistance may include providing the complainant with strategies for communicating with the offending party that the behavior is unwelcomed and should cease, directing a University official to inform the offending party to stop the unwelcomed conduct, or initiating mediation. However, the University may take more formal action, including disciplinary action, to ensure an environment free of sexual harassment or sexual misconduct.
- B. Timeframe. Informal resolutions of a complaint will be concluded as soon as possible.
- C. Documentation. The University will document and record informal resolutions. The Title IX Coordinator will retain the documentation.

6.4 Formal Complaint and Investigation.

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

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

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

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

Investigation.

- A. After an investigator is assigned, the respondent will be provided notice of the complaint and be allowed a reasonable time to respond in writing.
- B. The parties may present any information and evidence that may be relevant to the complaint, including the names of any witnesses who may provide relevant information.
- C. The investigators will interview relevant and available witnesses. Neither the complainant nor the respondent will normally attend these interviews or the gathering of evidence; however, if either one is permitted to attend, the other shall have the same right.
- D. The investigation of a complaint will be concluded as soon as possible after receipt of the complaint. The parties should be provided updates on the progress of the investigation.
- E. After the investigation is complete, a written report¹ will be issued to the Title IX Coordinator and the appropriate administrator. The report shall include factual findings and a preliminary conclusion regarding each allegation of whether a policy violation occurred (based on a “preponderance of the evidence” standard).
- F. After the written report is completed, both parties will be allowed to inspect the report and will have reasonable and equitable access to all of the evidence relevant to the alleged violation(s) in the University’s possession, subject to FERPA and Texas Education Code, Section 51.971. Each party

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

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

- G. Within 7 business days after the deadline for receipt of comments from the parties, the Title IX Coordinator (or designee) will:
- request further investigation into the complaint;
 - dismiss the complaint if it is determined that no violation of policy or inappropriate conduct occurred; or
 - find that the Policy was violated.
- H. If it is determined that the Policy was violated, the matter will be referred for disciplinary action.
- I. The parties shall be informed concurrently in writing of the decision in accordance with section 6.4.F of this Policy.
- J. If disciplinary action or sanction(s) is warranted, it will be imposed in accordance with the applicable policies and procedures.

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

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

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

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

6.7 Due Process and Privacy Rights.

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

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

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

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

[LINK TO APPROPRIATE POLICIES]

Sec. 7. Provisions Applicable to the Investigation.

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

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

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

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

Sec 8. Dissemination of Policy and Educational Programs.

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

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

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

Sec. 9. Additional Conduct Violations.

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

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

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

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

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

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

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

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

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

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3. Definitions and Examples²

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

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

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

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

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

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

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

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

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

Dating Violence⁴ – Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

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

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

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

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

⁴ Dating Violence is defined by the Texas Family Code, Section 71.0021 as:

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

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

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Domestic (Family) Violence⁵ – includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the state of Texas, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the state of Texas.

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

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

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

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

⁵ Family Violence is defined by the Texas Family Code Section 71.004 as:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sexual harassment is a form of sex discrimination that includes:

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

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

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

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

Stalking⁸ – Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress. For the purposes of this definition--

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

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

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

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4. Relevant Federal and State Statutes, and Standards

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

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

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

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

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

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

5. Other Relevant Policies, Procedures, and Forms

[insert reference to]:

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

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

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

University's Sex Discrimination Policy

Staff Discipline policy

Faculty Discipline policy

Student Discipline policy

6. System Administration Office(s) Responsible for Policy

Office of Systemwide Compliance

7. Dates Approved or Amended

[insert new date]

October 1, 2019

August 2, 2018

April 6, 2015

February 21, 2012

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8. Contact Information

Questions or comments about this Policy should be directed to:

SystemwideTitleIX@utsystem.edu

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

Agency: The Brandt Companies, LLC

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

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

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

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

Agency: CCS Custard Construction Services

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

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

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

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

Agency: Harendt Construction Group, LLC

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

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

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

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

Agency: Harold James, Inc.

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

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

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

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

Agency: Mart, Inc.

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

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

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

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

Agency: TDIndustries, Inc.

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

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

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

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

Agency: Brown Reynolds Watford Architect, Inc.

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

Period: August 10, 2016 through December 31, 2020

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

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

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

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

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

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

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

Agency: Alpaca Market, LLC

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

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

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

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

Agency: Texas Education Agency

Funds: \$12,000,000

Period: September 1, 2019 through August 31, 2021

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

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

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

Funds: \$4,000,000

Period: November 15, 2017 through August 31, 2020

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

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

Agency: Stage Alliance, Inc.

Funds: \$10,000,000

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

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

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

Agency: Centre d'Ecologie Fonctionnelle & Evolutive

Funds: \$7,932

Period: November 15, 2019 through July 7, 2021

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

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

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

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

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

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

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

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

From: **Guaranteed compensation:**

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

Nonguaranteed compensation:

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

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

Termination prior to end of term:

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

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

To: **Guaranteed compensation:**

Annual Salary:

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

FY 2021: \$2,120,000

FY 2022: \$2,170,000

FY 2023: \$2,220,000

FY 2024: \$2,270,000

FY 2025: \$2,320,000

FY 2026: \$2,385,000

FY 2027: \$2,455,000

Nonguaranteed compensation:

Annual Performance Payment:

FY 2020: up to \$150,000

FY 2021: up to \$150,000

FY 2022: up to \$150,000

FY 2023: up to \$200,000

FY 2024: up to \$200,000

FY 2025: up to \$250,000

FY 2026: up to \$250,000

FY 2027: up to \$250,000

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

Termination prior to end of term:

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

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

Guaranteed
Compensation
Percent Change: 86.08%

Nonguaranteed
Compensation

Change: 128%

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

Source of Funds: Intercollegiate Athletics

Period: December 1, 2019 through August 31, 2027

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

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

From: **Guaranteed compensation:**

Annual Salary:

FY 2019-2020: \$327,500

FY 2020-2021: \$337,500

FY 2021-2022: \$347,500

Annual Retention:

FY 2019-2020: \$20,000

FY 2020-2021: \$20,000

FY 2021-2022: \$20,000

Products and Endorsement:

FY 2019-2020: \$78,000

FY 2020-2021: \$81,000

FY 2021-2022: \$84,000

Speaking Engagements Media:

FY 2019-2020: \$37,000

FY 2020-2021: \$39,000

FY 2021-2022: \$41,000

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

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

Nonguaranteed Compensation:

Sports Camps: As determined by Vice President and Athletics Director

Performance Incentives:

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

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

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

To: **Guaranteed compensation:**

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

Annual Retention: Moved to and included in Annual Salary.

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

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

Automobile: One dealer car

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

Nonguaranteed Compensation:

Sports Camps: As determined by Vice President and Athletics Director

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

Guaranteed
Compensation
Percent Change: 0%

Nonguaranteed
Compensation
Change: 0%

Source of Funds: Intercollegiate Athletics

Period: September 1, 2013 through August 31, 2022

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

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

From: **Guaranteed compensation:**

Annual Salary: \$490,000

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

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

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

Nonguaranteed Compensation:

Sports Camps: \$10,000 annually

Performance Incentives:

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

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

To: **Guaranteed compensation:**

Annual Salary: \$497,500

Automobile: Moved to and included in Annual Salary.

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

Nonguaranteed Compensation:

Sports Camps: \$10,000 annually

Performance Incentives:

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

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

Guaranteed
Compensation

Percent Change: 0%

Nonguaranteed
Compensation

Change: 0%

Source of Funds: Intercollegiate Athletics

Period: December 19, 2016 through March 31, 2020

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

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

From: **Guaranteed Compensation:**

Annual Salary: \$205,135

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

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

Nonguaranteed Compensation:

Sports Camps: Sole Discretion of Vice President and Athletics Director

Performance Incentives:

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

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

National Coach of the Year: 5% of annual salary

To: **Guaranteed compensation:**

Annual Salary: \$212,635

Automobile: Moved to and included in Annual Salary

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

Nonguaranteed compensation:

Sports Camps: Sole discretion of Vice President and Athletics Director

Performance Incentives:

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

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

National Coach of the Year: 5% of annual salary

Guaranteed
Compensation
Percent Change: 0%

Nonguaranteed
Compensation
Change: 0%

Source of Funds: Intercollegiate Athletics

Period: September 1, 2018 through February 28, 2024

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

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

From: **Guaranteed Compensation:**

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

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

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

Nonguaranteed Compensation:

Sports Camps: Sole discretion of Vice President and Athletics Director

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

To: **Guaranteed compensation:**

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

Automobile: Moved to and included in Annual Salary

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

Nonguaranteed Compensation:

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

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

Guaranteed
Compensation
Percent Change: 0%

Nonguaranteed
Compensation
Change: 0%

Source of Funds: Intercollegiate Athletics

Period: June 26, 2018 through August 31, 2023

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

Agency: Nova Landscape Group, Inc.

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

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

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

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

Agency: Dialexa, L.L.C.

Funds: \$1,070,600

Period: July 19, 2019 through May 31, 2020

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

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

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

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

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

Agency: Valley Baptist Medical Center Harlingen

Funds: \$3,106,313

Period: Effective July 31, 2019

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

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

Agency: Valley Baptist Medical Center Harlingen

Funds: \$2,109,360

Period: August 1, 2019 through July 31, 2021

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

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

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

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

Proposed: **Guaranteed compensation:**

Annual Salary: \$240,000*

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

Automobile: \$750 monthly allowance

Social club membership: McAllen Country Club

Cellular phone: \$85 monthly allowance

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

Nonguaranteed compensation:

Performance Incentives: Up to \$50,000 annually

Source of Funds: Intercollegiate Athletics

Period: August 26, 2019 through August 25, 2024

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

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

Sublessor: Brownsville Community Improvement Corporation, a Domestic Nonprofit Corporation

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

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

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

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

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

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

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

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

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

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

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

Gift of Land:

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

Donor: City of Harlingen, Texas

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

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

Lease or License of Improvements:

Tenant: Harlingen Consolidated Independent School District

Lease Term: 35 years

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

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

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

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

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

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

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

Other Party: City of McAllen

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

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

Agency: Global Education Ventures, Srl.

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

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

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

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

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

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

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

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

Seller: City of San Antonio, Texas

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

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

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

HEALTH AFFAIRS COMMITTEE

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

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

U. T. Southwestern Medical Center

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

The substantive changes to the Model Policy are as follows:

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

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1. **Title**
Sexual Misconduct Policy

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

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

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

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

Sec. 3 Filing a Complaint and Reporting Violations.

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

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

- a. Anonymity. You may file an anonymous complaint by telephone, in writing or electronically **[INSERT LINK TO WEBSITE REPORTING SYSTEM]** with the Title IX Office. Your decision to remain anonymous, however, may greatly limit the University's ability to stop the alleged conduct, collect evidence, or take action against parties accused of violating the Policy.
- b. Confidentiality. Most University employees are required to report and respond to complaints of sexual misconduct and may be unable to honor a request for confidentiality. Complainants who want to discuss a complaint in strict confidence may use the resources outlined in Section 3.6 below.
- c. Timeliness of Complaint. You should report sexual misconduct as soon as you become aware of such conduct.

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

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

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

For students:

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

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

For employees:

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

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

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

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

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

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

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

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

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

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

Sec. 5. Resources and Assistance.

5.1 Immediate Assistance.

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

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

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

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

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

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

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

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

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

Students desiring counseling should contact:

[insert office and contact information]

Faculty and staff should contact:

[insert office and contact information]

5.2 Interim Measures.

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

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

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

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

6.1 Key Officials in an Investigation.

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

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

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

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

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

6.3 Informal Resolution of Certain Complaints. (OPTIONAL)

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

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

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

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

6.4 Formal Complaint and Investigation.

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

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

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

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

Investigation.

- A. After an investigator is assigned, the respondent will be provided notice of the complaint and be allowed a reasonable time to respond in writing.
- B. The parties may present any information and evidence that may be relevant to the complaint, including the names of any witnesses who may provide relevant information.
- C. The investigators will interview relevant and available witnesses. Neither the complainant nor the respondent will normally attend these interviews or the gathering of evidence; however, if either one is permitted to attend, the other shall have the same right.
- D. The investigation of a complaint will be concluded as soon as possible after receipt of the complaint. The parties should be provided updates on the progress of the investigation.
- E. After the investigation is complete, a written report¹ will be issued to the Title IX Coordinator and the appropriate administrator. The report shall include factual findings and a preliminary conclusion regarding each allegation of whether a policy violation occurred (based on a “preponderance of the evidence” standard).
- F. After the written report is completed, both parties will be allowed to inspect the report and will have reasonable and equitable access to all of the evidence relevant to the alleged violation(s) in the University’s possession, subject to FERPA and Texas Education Code, Section 51.971. Each party

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

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

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

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

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

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

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

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

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

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

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

6.7 Due Process and Privacy Rights.

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

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

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

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

[LINK TO APPROPRIATE POLICIES]

Sec. 7. Provisions Applicable to the Investigation.

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

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

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

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

Sec 8. Dissemination of Policy and Educational Programs.

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

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

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

Sec. 9. Additional Conduct Violations.

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

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

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

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

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

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

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

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

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

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3. Definitions and Examples²

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

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

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

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

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

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

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

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

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

Dating Violence⁴ – Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

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

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

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

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

⁴ Dating Violence is defined by the Texas Family Code, Section 71.0021 as:

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

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

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Domestic (Family) Violence⁵ – includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the state of Texas, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the state of Texas.

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

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

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

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

⁵ Family Violence is defined by the Texas Family Code Section 71.004 as:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sexual harassment is a form of sex discrimination that includes:

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

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

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

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

Stalking⁸ – Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress. For the purposes of this definition--

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

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

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

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4. Relevant Federal and State Statutes, and Standards

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

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

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

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

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

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

5. Other Relevant Policies, Procedures, and Forms

[insert reference to]:

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

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

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

University's Sex Discrimination Policy

Staff Discipline policy

Faculty Discipline policy

Student Discipline policy

6. System Administration Office(s) Responsible for Policy

Office of Systemwide Compliance

7. Dates Approved or Amended

[insert new date]

October 1, 2019

August 2, 2018

April 6, 2015

February 21, 2012

The University of Texas System
Office of Systemwide Compliance Model Policy

8. Contact Information

Questions or comments about this Policy should be directed to:

SystemwideTitleIX@utsystem.edu

46. Contract (funds coming in) - U. T. Southwestern Medical Center: To provide physician and other health services to Parkland Health and Hospital System for Dallas County Hospital District

Agency: Dallas County Hospital District

Funds: \$217,640,811

Period: October 1, 2019 through September 30, 2020

Description: U. T. Southwestern Medical Center to provide physician and other health services to Parkland Health and Hospital System for Dallas County Hospital District.

47. Interagency Agreement (funds coming in) - U. T. Southwestern Medical Center: Participation in the Texas Health and Human Services Commission's Network Access Improvement Program

Agency: Texas Health and Human Services Commission

Funds: \$8,311,657

Period: September 1, 2019 through August 31, 2020

Description: Interagency Agreement is for participation in Health and Human Services Commission's Network Access Improvement Program, which includes federal matching funds. This program is focused on serving Managed Medicaid patients. U. T. Southwestern Medical Center will receive project payments.

48. Contract (funds coming in and going out) - U. T. Southwestern Medical Center: Second Amendment to professional services agreement between U. T. Southwestern Medical Center, Children's Medical Center of Dallas and Pedi-Ortho Health Corporation

Agency: Children's Medical Center of Dallas and Pedi-Ortho Health Corporation, a Texas nonprofit corporation affiliated with Texas Scottish Rite Hospital for Children

Funds: The total contract value is \$27,584,745 (U. T. Southwestern will pay \$17,737,670 to Pedi-Ortho Health for services; and Children's Medical Center of Dallas will pay U. T. Southwestern \$9,847,075 for services)

Period: September 1, 2019 through August 31, 2024

Description: In February 2015, U. T. Southwestern, Children's Medical Center of Dallas (Children's Medical) and Pedi-Ortho Health Corporation (Pedi-Ortho) entered into a Pediatric Orthopedic Coverage Agreement, which was subsequently amended in 2016. Under the Agreement, U. T. Southwestern secures the services of Pedi-Ortho physicians to provide pediatric services at Children's Medical. The second amendment extends the term of the contract until August 31, 2024 and updates financial exhibits to accurately reflect the costs of services being provided by all parties. U. T. Southwestern will pay \$17,737,670 to Pedi-Ortho for its services and Children's Medical will pay U. T. Southwestern \$9,847,075 for its services, for a total contract value of \$27,584,745. Although the net cost to U. T. Southwestern over the term of the contract is \$7,890,595 U. T. Southwestern anticipates recovering that cost from professional service revenue.

49. Request for Budget Change - U. T. Southwestern Medical Center: New Hires with Tenure -- amendment to the 2018-2019 budget

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

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
Southwestern Medical School					
Internal Medicine					
Professor					
Suzanne Conzen (T)	7/8-8/31	100	12	450,000	10866
Peter O'Donnell Brain Institute					
Professor					
William Dauer (T)	7/1-8/31	100	12	525,000	10851

50. Contract (funds coming in) - U. T. Medical Branch - Galveston: Third Amendment to Agreement to provide services to medically underserved women and children on behalf of the Health and Human Services Commission Healthy Texas Women Program

Agency: Health and Human Services Commission

Funds: \$2,655,290 over the two-year amendment term

Period: September 1, 2019 through August 31, 2021

Description: The Healthy Texas Women (HTW) Grant Renewal Agreement with the Health and Human Services Commission (HHSC) provides direct clinical care to eligible women in the State of Texas under the HTW's Program. Under the longstanding Agreement, U. T. Medical Branch - Galveston provides services to Medicaid eligible clients through the HTW Grant Program contract. This Agreement represents the reimbursement under the categorical costs reimbursement methodology in the amount of \$1,327,645 per year and was approved by the Board of Regents on August 24, 2017. The Third Amendment extends the term of the contract from September 1, 2019, through August 31, 2021, and adds an additional \$1,327,645 in funding per year, bringing the total contract to \$6,638,225.

51. Contract (funds coming in) - U. T. Medical Branch - Galveston: Fourth Amendment to Agreement to provide medical services related to the Health and Human Services Commission Family Planning Program

Agency: Health and Human Services Commission

Funds: \$9,008,540 over the two-year amendment term

Period: September 1, 2019 through August 31, 2021

Description: The Family Planning Grant Renewal Agreement with Health and Human Services Commission (HHSC) provides services for the State of Texas under the Family Planning Grant Program. Through the Family Planning Grant Program and under the agreement with HHSC, U. T. Medical Branch - Galveston provides a wide variety of clinical, testing, and family planning methods to patients at both the Galveston teaching facility, as well as its network of 13 outpatient clinics. The Amendment extends the term of the contract from September 1, 2019, through August 31, 2021, and adds an additional \$4,504,270 in funding per year (\$9,008,540 over the two-year period), bringing the total contract to \$24,136,701. The initial contract was approved by the U. T. System Board of Regents on August 23, 2017, with a total value of \$14,702,810.

52. Contract (funds coming in) - U. T. Medical Branch - Galveston: Third Amendment to Agreement to provide breast and cervical cancer screening, diagnostic, case management, and Medicaid for breast and cervical cancer application assistance to women annually on behalf of Texas Department of State Health Services Breast and Cervical Cancer Screening Program

Agency: Texas Department of State Health Services

Funds: \$2,057,028 over the two-year amendment term

Period: September 1, 2019 through August 31, 2021

Description: The Amendment allows U. T. Medical Branch - Galveston to enter into the Breast and Cervical Cancer Screening (BCCS) Grant Renewal to continue to provide breast and/or cervical cancer screening, diagnostic and support services, tracking, follow-up, case management, and individual client education services to eligible clients. U. T. Medical Branch - Galveston is currently providing these services through the existing BCCS agreement with a value of \$3,162,682. The Amendment extends the contract from September 1, 2019, through August 31, 2021, and adds an additional \$1,028,514 in funding per year, bringing the total contract value to \$5,219,710.

53. Contract (funds going out) - U. T. Medical Branch - Galveston: First Amendment to Agreement with JB York Construction, Inc., to provide construction services

Agency: JB York Construction, Inc.

Funds: \$8,000,000

Period: January 1, 2020 through December 31, 2020

Description: JB York Construction, Inc., provides general construction services, which are currently not associated with any specific project, and includes small projects on any existing U. T. Medical Branch - Galveston buildings. The Amendment extends the term from January 1, 2020, through December 31, 2020, and increases the contract cap amount from \$5,000,000 to \$13,000,000, requiring Board of Regents' approval. The original Agreement was approved by the Board of Regents on February 27, 2018. The original contract was competitively bid.

54. Contract (funds going out) - U. T. Medical Branch - Galveston: First Amendment to Agreement with The Trevino Group, Inc., to provide construction services

Agency: The Trevino Group, Inc.

Funds: \$8,000,000

Period: January 1, 2020 through December 31, 2020

Description: The Trevino Group, Inc., provides general construction services, which are currently not associated with any specific project, and includes small projects on any existing U. T. Medical Branch - Galveston buildings. The First Amendment to the Agreement extends the term and increases the contract cap amount from \$5,000,000 to \$13,000,000. The original Agreement was from January 1, 2018, through December 31, 2019, had a cap amount of \$5,000,000, and was approved by the U. T. System Board of Regents on February 27, 2018. The original contract was competitively bid.

55. Contract (funds going out) - U. T. Medical Branch - Galveston: First Amendment to Agreement with TeleTracking Technologies, Inc., to provide software applications for bed tracking and patient tracking

Agency: TeleTracking Technologies, Inc.

Funds: \$2,724,684

Period: August 27, 2019 through August 26, 2022

Description: U. T. Medical Branch - Galveston entered into a three-year, \$216,500 Subscription and License Agreement with TeleTracking Technologies, Inc., on July 27, 2018, under which TeleTracking provided software applications for bed tracking and patient tracking at U. T. Medical Branch - Galveston's campus to track the clean status and availability of patient rooms at discharge. The integration of patient discharge and room cleaning allows U. T. Medical Branch - Galveston to determine when a patient can be placed in a room. Patient tracking technologies manage the transportation of patients between departments for a variety of clinical services. This First Amendment adds licensed products at U. T. Medical Branch - Galveston's Angleton Danbury Campus, League City Campus, and Clear Lake Campus for a three-year term beginning on August 27, 2019, and ending on August 26, 2022. The total value of the Agreement will be increased to \$2,724,684.

The contract was procured via a Best Value Exclusive Acquisition Justification given that it was required for exact compatibility with existing equipment, standardization, or hospital formulary. Specifically, it will be integrated with the existing software system, Epic.

56. Contract (funds going out) - U. T. Medical Branch - Galveston: Alere North America, LLC, to provide point of care testing for flu, strep, and RSV in all primary care clinics

Agency: Alere North America, LLC

Funds: \$6,000,000

Period: September 1, 2019 through August 31, 2024

Description: Alere North America, LLC, provides point of care testing for flu, strep, and RSV in all U. T. Medical Branch - Galveston primary care clinics. The test results are available in less than five minutes thereby improving patient flow in clinics. The contract was procured via a Best Value Exclusive Acquisition Justification given that it was required for exact compatibility with existing equipment, which is already in place in the Island Pediatric Primary Care and Urgent Care clinics in Galveston.

57. Employment Agreement - U. T. Medical Branch - Galveston: Approval of terms of Employment Agreement with Ben Raimer, M.D., as Interim President of The University of Texas Medical Branch at Galveston

The following agreement has been approved by the Chancellor and Executive Vice Chancellor for Health Affairs, has been signed by Dr. Raimer and is recommended for approval by the U. T. System Board of Regents. Terms of employment under this agreement are subject to Regents' *Rules and Regulations*, Rules 10501 and 20201, and *Texas Education Code*, Section 51.948.

Item: Interim President

Funds: \$654,048 annually

Period: Beginning September 1, 2019

Description: Agreement for employment of Dr. Ben Raimer, as Interim President of The University of Texas Medical Branch at Galveston. The Interim President reports to the Chancellor and shall hold office without fixed term, subject to the pleasure of the Chancellor following input by the Executive Vice Chancellor for Health Affairs and approval by the Board of Regents. The employment agreement is on the following pages.



THE UNIVERSITY of TEXAS SYSTEM
FOURTEEN INSTITUTIONS. UNLIMITED POSSIBILITIES.

Office of the Chancellor
210 West 7th Street
Austin, Texas 78701
512-499-4201
WWW.UTSYSTEM.EDU

August 16, 2019

Dr. Ben G. Raimer
The University of Texas Medical Branch at Galveston
301 University Boulevard
Galveston, Texas 77555

Dear Ben:

I am writing to express my gratitude that you have agreed to serve as *interim* President of The University of Texas Medical Branch at Galveston (UTMB), effective September 1, 2019, with duties, as outlined in the Regents' Rules related to the responsibilities of an institutional President. While serving in this capacity, you will have general authority and responsibility for the administration of the institution. This is an at-will position in which you serve at the pleasure of the Chancellor.

Your annual salary rate will be \$654,048 and will be paid monthly. All of your current responsibilities will be reassigned, and you will resume such duties when your assignment as *interim* President at UTMB concludes.

Pursuant to Regents' Rule 30104, you may not be employed in any outside work or activity or receive from an outside source any compensation, or serve on an outside board, until a description of the nature and extent of the employment or activity, and the range of any compensation has been submitted to and approved by the Chancellor.

I look forward to the opportunity to work with you as *interim* President of UTMB. Please sign below to indicate your agreement to the terms of your service and return a signed copy to my office. If you have any questions, please feel free to contact me or *interim* Executive Vice Chancellor Amy Shaw Thomas.

Sincerely,


James B. Milliken
Chancellor

Accepted:

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

- cc: Ms. Amy Shaw Thomas
- Dr. Scott Kelley
- Ms. Julie Goonewardene
- Ms. Francie Frederick
- Ms. Vivian Kardow

58. Lease - U. T. Medical Branch - Galveston: Authorization to extend the lease of approximately 21,748 rentable square feet of space known as Suites 100, 103, 160, 351, 352, 353, 354, and 355 located at 1560 West Bay Area Boulevard, Friendswood, Harris County, Texas, from 1560 Bay Area LLC, for mission uses, including telemedicine and administrative uses

Description: Lease of approximately 21,748 rentable square feet of space located at 1560 West Bay Area Boulevard, Friendswood, Harris County, Texas, for mission uses, including telemedicine and administrative uses.

Lessor: 1560 Bay Area, LLC, a Texas limited liability company

Term: The Lease commenced on January 1, 2015, but did not require Board authorization at that time. The current lease amendment will extend the term by 60 months commencing on January 1, 2020, and ending on December 31, 2024.

Lease Cost: Base rent totals approximately \$4,023,360 from commencement of the Lease in 2015 through the expiration of the current term and extension term. The rent rate for the entirety of the extension term is \$19 per rentable square foot annually. In addition, each year, U. T. Medical Branch - Galveston shall pay the amount by which then current operating expenses exceed the actual operating expenses incurred in 2015.

59. Contract (funds going out) - U. T. Health Science Center - Houston: Walter P. Moore & Associates, Inc., to provide engineering services

Agency: Walter P. Moore & Associates, Inc.

Funds: \$2,750,000

Period: September 1, 2019 through August 31, 2024

Description: Walter P. Moore & Associates, Inc., to provide forensic investigations, flood mitigation reviews, design services for civil and structural disciplines, and construction administration of multiple projects across campus. The projects are not yet determined, but historically have included routine inspections of parking structures, building envelope reviews, designs of new parking lots, flood mitigation repairs, concrete replacements, drainage reviews, and reviews of cracks and structural concerns. This professional services contract was competitively procured.

60. Contract (funds going out) - U. T. Health Science Center - Houston: Impact Advisors, LLC, to provide Epic Electronic Health Record implementation support

Agency: Impact Advisors, LLC

Funds: \$10,625,000

Period: September 1, 2019 through March 31, 2021

Description: Impact Advisors, LLC, will provide readiness assessment, pre-implementation planning, and staff augmentation services to assist in the implementation of the Epic Electronic Health Record and Revenue Cycle Management System. This contract was competitively procured.

61. Contract (funds going out) - U. T. Health Science Center - Houston: Nordic Consulting Partners, Inc., to provide Epic Electronic Health Record implementation support

Agency: Nordic Consulting Partners, Inc.

Funds: \$6,250,000

Period: September 1, 2019 through March 31, 2021

Description: Nordic Consulting Partners, Inc., will provide staff augmentation services to assist in the implementation of the Epic Electronic Health Record and Revenue Cycle Management System. This contract was competitively procured.

62. Contract (funds going out) - U. T. Health Science Center - Houston: BlueTree Network, Inc., to provide Epic Electronic Health Record implementation support

Agency: BlueTree Network, Inc.

Funds: \$6,250,000

Period: September 1, 2019 through March 31, 2021

Description: BlueTree Network, Inc., will provide staff augmentation services to assist in the implementation of the Epic Electronic Health Record and Revenue Cycle Management System. This contract was competitively procured.

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

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

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
School of Medicine					
Cell Systems and Anatomy					
Professor					
Feng-Chun Yang (T)	9/1-8/31	100	12	230,000	10901

64. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Horizon International Group, LLC, to provide job order contracting services

Agency: Horizon International Group, LLC

Funds: It is anticipated that total costs under the agreement will exceed \$5,000,000, although the maximum amount is indeterminable at this time. The total contract value, including the renewal periods, is estimated to be \$23,500,000.

Period: January 1, 2020 through January 1, 2022; with two additional 24-month renewal options

Description: A job order contracting agreement. Horizon International Group, LLC, will act as a general contractor to provide general and specific construction services for projects on a per-project basis. Horizon International Group, LLC, will provide all material, labor, equipment, and services necessary for completion of the project. Services are on a nonexclusive, indefinite quantity basis, and there is no minimum amount of work required. This Master Agreement was competitively bid.

65. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: O'Donnell Snider Construction to provide job order contracting services

Agency: O'Donnell Snider Construction

Funds: It is anticipated that total costs under the agreement will exceed \$5,000,000, although the maximum amount is indeterminable at this time. The total contract value, including the renewal periods, is estimated to be \$23,500,000.

Period: January 1, 2020 through January 1, 2022; with two additional 24-month renewal options

Description: A job order contracting agreement. O'Donnell Snider Construction will act as a general contractor to provide general and specific construction services for projects on a per-project basis. O'Donnell Snider Construction will provide all material, labor, equipment, and services necessary for completion of the project. Services are on a nonexclusive, indefinite quantity basis, and there is no minimum amount of work required. This Master Agreement was competitively bid.

66. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: J.T. Vaughn Construction, LLC, to provide job order contracting services

Agency: J.T. Vaughn Construction, LLC

Funds: It is anticipated that total costs under the agreement will exceed \$5,000,000, although the maximum amount is indeterminable at this time. The total contract value, including the renewal periods, is estimated to be \$23,500,000.

Period: January 1, 2020 through January 1, 2022; with two additional 24-month renewal options

Description: A job order contracting agreement. J.T. Vaughn Construction, LLC, will act as a general contractor to provide general and specific construction services for projects on a per-project basis. J.T. Vaughn Construction, LLC, will provide all material, labor, equipment, and services necessary for completion of the project. Services are on a nonexclusive, indefinite quantity basis, and there is no minimum amount of work required. This Master Agreement was competitively bid.

67. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: JB York Construction, Inc., to provide job order contracting services

Agency: JB York Construction, Inc.

Funds: It is anticipated that total costs under the agreement will exceed \$5,000,000, although the maximum amount is indeterminable at this time. The total contract value, including the renewal periods, is estimated to be \$23,500,000.

Period: January 1, 2020 through January 1, 2022; with two additional 24-month renewal options

Description: A job order contracting agreement. JB York Construction, Inc., will act as a general contractor to provide general and specific construction services for projects on a per-project basis. JB York Construction, Inc., will provide all material, labor, equipment, and services necessary for completion of the project. Services are on a nonexclusive, indefinite quantity basis, and there is no minimum amount of work required. This Master Agreement was competitively bid.

68. Request for Budget Change - U. T. M. D. Anderson Cancer Center: New Hire with Tenure -- amendment to the 2019-2020 budget

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

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
Medical Staff					
Department of Radiation Oncology					
Professor					
Percy P. Lee (T)	10/2-8/31	100	12	520,000	10921

69. Logo - U. T. Health Science Center - Tyler: Proposed change of official seal

On February 15, 2018, the U. T. System Board of Regents authorized changes to the U. T. Health Science Center - Tyler doing business as (dba) and logo for its new joint venture partnership with Ardent Health Services to expand its clinical enterprise. As a result of the rebranding effort, the institution's official color palette changed from orange/blue to orange/gray. The proposed color changes to the official seal is to conform with the new brand identity.

The only proposed changes to the seal design are replacing the red, blue, and green with orange (PMS 159 and PMS 160), gray (PMS 432), and white.

Current



Proposed



FACILITIES PLANNING AND CONSTRUCTION COMMITTEE

70. Contract (funds going out) - U. T. System: R. L. Townsend & Associates to perform construction audit and miscellaneous audit services

Agency: R. L. Townsend & Associates

Funds: To be paid by U. T. System or the institutions that request services under this Agreement. Services under this Agreement may be requested by U. T. System or any U. T. institution. Contract is being brought forward for Board approval as it is nearing the \$1,000,000 delegation threshold; however, the value is not expected to exceed \$2,500,000 over the potential six-year term.

Period: June 20, 2018 through June 19, 2020; with option to renew for two additional two-year terms

Description: R. L. Townsend & Associates to perform construction audit and miscellaneous audit services on a job order basis. Services were competitively procured. The U. T. System Office of Contracts and Procurement will closely monitor the spend over the life of the agreement.

ADDITIONAL CONSENT AGENDA ITEM
FINANCE AND PLANNING COMMITTEE
NOVEMBER 13-14, 2019

Other Fiscal Matters - U. T. System: Approval of authorization to purchase a replacement aircraft and approval of additional supplemental equipment financing for Fiscal Year 2020; and resolution regarding parity debt

The Chancellor and the Executive Vice Chancellor for Business Affairs recommend approval of authorization to purchase a turbofan aircraft. It is also recommended that the Board approve additional supplemental equipment financing for Fiscal Year 2020 for U. T. System Administration, as needed and recommended to the Board following completion of an RFQ process prior to November 14, to finance the acquisition, to be repaid through a combination of sources, including interest income, gifts, other reserves, and proceeds from the sale of the existing aircraft. U. T. System Administration therefore requests that the Board resolve in accordance with Section 5 of the Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System the findings that are stated below:

- parity debt shall be issued to fund all or a portion of the project, including any costs prior to the issuance of such parity debt;
- sufficient funds will be available to meet the financial obligations of the U. T. System, including sufficient Pledged Revenues as defined in the RFS Master Resolution to satisfy the Annual Debt Service Requirements of the Financing System, and to meet all financial obligations of the U. T. System Board of Regents relating to the Financing System;
- U. T. System Administration, which is a “Member” as such term is used in the RFS Master Resolution, possesses the financial capacity to satisfy its direct obligation as defined in the Master Resolution relating to the issuance by the U. T. System Board of Regents of parity debt in an aggregate amount, as needed; and
- this resolution satisfies the official intent requirements set forth in Section 1.150-2 of the *Code of Federal Regulations* that evidences the Board’s intention to reimburse project expenditures with bond proceeds.

The U. T. System currently operates a 2007 King Air 350 purchased in 2008. Although the aircraft has been very reliable over the past 12 years, the Federal Aviation Administration guidelines mandate a major engine overhaul/replacement within approximately two years on this U. T. System-owned aircraft. After extensive analysis, review, and discussion, it has been determined that it is appropriate to replace the aircraft at this time.

With the sale of the existing plane (estimated at \$2.5 million), with use of reserve funds set aside for required engine overhaul of the existing plane in the next fiscal year (\$1.8 million), and with private gifts as needed (estimated at \$1.3 million), the net cost to the U. T. System is estimated not to exceed \$1.0 million. No state appropriated funds will be used for the purchase of this aircraft.