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

**Committee and Board Meetings:**

February 5-6, 2014  
Austin, Texas

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#### **HEALTH INSTITUTIONS**

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## U. T. SYSTEM ADMINISTRATION

1. Minutes - U. T. System Board of Regents: Approval of Minutes of regular meetings held on November 14, 2013, and December 12, 2013; and the special called meeting held on January 13, 2014
  
2. UTIMCO Committee Appointments - U. T. System Board of Regents: Proposed appointment of member to the Audit and Ethics Committee of the Board of Directors of The University of Texas Investment Management Company (UTIMCO)

The University of Texas Investment Management Company (UTIMCO) Board of Directors recommends that the U. T. System Board of Regents approve the appointment of Robert L. Stillwell to the Audit and Ethics Committee of the UTIMCO Board of Directors. The other members of the Committee include James P. Wilson, R. Steven Hicks, and Charles W. Tate.

Section 66.08 of the *Texas Education Code* requires that the U. T. System Board of Regents approve the appointment of members to the Audit and Ethics Committee of the UTIMCO Board of Directors. The UTIMCO Board of Directors recommended and approved this appointment on December 3, 2013, conditioned on approval of the U. T. System Board of Regents.

3. Contract (funds going out) - U. T. System: Multivista Systems, LLC (p/k/a Multivista FS, LLC) to provide construction photo documentation services

Agency:	Multivista Systems, LLC (p/k/a Multivista FS, LLC)
Funds:	Anticipated total cost may exceed \$1,000,000 (with prior written approval of the University) over the life of the contract for services provided on an as-needed basis
Source of Funds:	Various funds approved for individual Capital Improvement Program projects
Period:	May 21, 2010 through August 31, 2015 (contract is being brought forward for Board approval as it is nearing the \$1,000,000 threshold)
Description:	Multivista Systems, LLC (p/k/a Multivista FS, LLC) to provide construction photo documentation services

4. Other Matters - U. T. System: Approval to use Permanent University Funds (PUF) Bond Proceeds in lieu of Intermediate Term Funds (ITF)/Swap Proceeds

Approval is requested to use \$406,513 of PUF Bond Proceeds in lieu of ITF/Swap Proceeds and to use PUF Bond Proceeds on future Valley STARS (Science and Technology Acquisition and Retention Program or Valley STARS) requests as needed in an amount not to exceed the original appropriation.

On August 25, 2011, the Board of Regents approved \$30 million of ITF/Swap Proceeds for the Lower Rio Grande Valley Plan - Education and Health Initiatives including \$9.5 million to establish a faculty recruitment program (Valley STARS).

5. Transfer of Funds - U. T. System: Amendment to the 2013-14 budget

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

<u>Description</u>	<u>\$ Amount</u>	<u>RBC #</u>
Comprehensive Property Protection Plan Funds		
Amount of Transfer:	\$ 1,000,000	155
From: Comprehensive Property Protection Plan-Fire and All Other Perils (CPPP-AOP) Fund		
To: Automobile, Property and Liability Fund		

Temporary transfer of funds from the CPPP-AOP self-insured Fund to provide funding for a self-insured Automobile, Property and Liability Fund to provide premium rate stability and long-term lower cost of insurance. The self-insured Auto Fund will repay the CPPP-AOP Fund as soon as possible from operating surplus. The recommended plan and loan was reviewed and approved by the Risk Management Executive Committee on October 10, 2013.

6. 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 November 30, 2013**

	FUND TYPE							
	Current Purpose Restricted		Endowment and Similar Funds		Annuity and Life Income Funds		TOTAL	
	Book	Market	Book	Market	Book	Market	Book	Market
<b>Land and Buildings:</b>								
Ending Value 08/31/2013	\$ 1,760,493	\$ 11,893,192	\$ 98,038,185	\$ 265,982,087	\$ 1,601,467	\$ 3,033,085	\$ 101,400,145	\$ 280,908,364
Increase or Decrease	(25,002)	(62,590)	(48,801)	574,656	-	-	(73,802)	512,066
Ending Value 11/30/2013	\$ 1,735,491	\$ 11,830,602	\$ 97,989,385	\$ 266,556,743	\$ 1,601,467	\$ 3,033,085	\$ 101,326,343	\$ 281,420,430
<b>Other Real Estate:</b>								
Ending Value 08/31/2013	\$ 26,327	\$ 26,327	\$ 13,547	\$ 13,547	\$ -	\$ -	\$ 39,873	\$ 39,873
Increase or Decrease	(3,614)	(3,614)	-	-	-	-	(3,614)	(3,614)
Ending Value 11/30/2013	\$ 22,713	\$ 22,713	\$ 13,547	\$ 13,547	\$ -	\$ -	\$ 36,260	\$ 36,260

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 INSTITUTIONS**

7. Contract (funds coming in) - U. T. Arlington: Compass Group USA, Inc., Canteen Vending Services Division will provide vending machine products and services on the U. T. Arlington campus

Agency: Compass Group USA, Inc., Canteen Vending Services Division

Funds: Estimated royalty income for the first five years is \$194,175

Period: December 4, 2013 through August 31, 2018, with option to extend for one additional period, not exceeding five years

Description: Operation and management of campus snack vending machines. In accordance with *Texas Education Code* Section 51.945, students were provided with an opportunity to comment prior to determination that this vending services provider should be selected by the institution. *Texas Government Code* Section 2203.005(a) requires all vending machine agreements to be approved by the Board.

8. Tenure Appointment - U. T. Arlington: Amendment to the 2013-14 budget

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

<u>Description</u>	<u>Effective Date</u>	<u>% Time</u>	<u>Full-time Salary</u>		<u>RBC #</u>
			<u>No. Mos.</u>	<u>Rate \$</u>	
COLLEGE OF ENGINEERING					
Mechanical and Aerospace Engineering					
Associate Professor					
Desheng Meng (T)	1/16-5/31	100	09	108,000	5615

9. Contract (funds coming in and funds going out) - U. T. Austin: Market Enginuity, Inc. to provide administration of KUT-FM Radio's public media underwriting operations

Agency: Market Enginuity, Inc.

Funds: Estimated total value of contract: \$4,100,000 per fiscal year  
 Professional fee negotiated each year based on market conditions.  
 During first year of contract, professional fee is 25.5%.  
 Market Enginuity will earn 25.5% (estimated \$1,045,500 per year).  
 U. T. Austin will earn 74.5% (estimated \$3,054,500 per year).

Period: January 1, 2014 through December 31, 2016; with option to renew for two additional three-year periods

Description: Market Enginuity, Inc. to provide administrative services for KUT-FM Radio by securing local, regional, and national persons and entities interested in underwriting for the benefit of KUT-FM and its associated media channels and outlets. Market Enginuity was selected through the Request for Proposal process.

10. Contract (funds going out) - U. T. Austin: Assignment agreement with University of Louisville Athletic Association, Inc. regarding the assignment of Charles R. Strong's employment contract

Agency: University of Louisville Athletic Association, Inc.

Funds: \$4,375,000

Source of Funds: Auxiliary Enterprise Funds

Period: January 24, 2014

Description: U. T. Austin will accept assignment of Charles R. Strong's employment contract with the University of Louisville Athletic Association, Inc. U. T. Austin will pay the University of Louisville Athletic Association, Inc. an assignment fee of \$4,375,000 to acquire the opportunity to hire Coach Strong as the head football coach at U. T. Austin. The Board approved the terms of the assignment agreement on January 13, 2014.

11. Contract (funds going out) - U. T. Austin: Architexas - Architecture, Planning, and Historic Preservation, Inc. to perform professional historical architectural services

Agency: Architexas - Architecture, Planning, and Historic Preservation, Inc.

Funds: Anticipated total cost may exceed \$1,000,000 (with prior written approval of the University) over the life of the contract for services provided on an as-needed basis

Source of Funds: Unexpended Plant Funds, Renovation and Renewal Funds, Available University Funds, and various other funds

Period: September 1, 2012 through August 31, 2017 (one-year contract with option to renew for four additional one-year periods). Contract is being brought forward for Board approval as it is nearing the \$1,000,000 threshold.

Description: Architexas - Architecture, Planning, and Historic Preservation, Inc. to perform miscellaneous professional historical architectural services, with projects varying in scope and size. Separate service agreements will be executed for each project. Services were competitively procured.

12. Contract (funds going out) - U. T. Austin: Barnes Gromatzky Kosarek Architects to perform professional project programming, facilities space management, and feasibility studies services

Agency: Barnes Gromatzky Kosarek Architects

Funds: Anticipated total cost may exceed \$1,000,000 (with prior written approval of the University) over the life of the contract for services provided on an as-needed basis

Source of Funds: Unexpended Plant Funds, Renovation and Renewal Funds, Available University Funds, and various other funds

Period: September 1, 2012 through August 31, 2017 (one-year contract with option to renew for four additional one-year periods). Contract is being brought forward for Board approval as it is nearing the \$1,000,000 threshold.

Description: Barnes Gromatzky Kosarek Architects to perform miscellaneous professional project programming, facilities space management, and feasibility studies services, with projects varying in scope and size. Separate service agreements will be executed for each project. Services were competitively procured.

13. Contract (funds going out) - U. T. Austin: Coffee Crier Schenck & Hammond Architects to perform professional architectural services for multifunctional areas, classrooms, meeting rooms, auditoriums, and distance learning and audiovisual facilities

Agency: Coffee Crier Schenck & Hammond Architects

Funds: Anticipated total cost may exceed \$1,000,000 (with prior written approval of the University) over the life of the contract for services provided on an as-needed basis

Source of Funds: Unexpended Plant Funds, Renovation and Renewal Funds, Available University Funds, and various other funds

Period: September 1, 2012 through August 31, 2017 (one-year contract with option to renew for four additional one-year periods). Contract is being brought forward for Board approval as it is nearing the \$1,000,000 threshold.

Description: Coffee Crier Schenck & Hammond Architects to perform miscellaneous professional architectural services for multifunctional areas, classrooms, meeting rooms, auditoriums, and distance learning and audiovisual facilities, with projects varying in scope and size. Separate service agreements will be executed for each project. Services were competitively procured.

14. Contract (funds going out) - U. T. Austin: Hughes Associates, Inc. to perform professional engineering/fire alarm services

Agency: Hughes Associates, Inc.

Funds: Anticipated total cost may exceed \$1,000,000 (with prior written approval of the University) over the life of the contract for services provided on an as-needed basis

Source of Funds: Unexpended Plant Funds, Renovation and Renewal Funds, Available University Funds, and various other funds

Period: September 1, 2012 through August 31, 2017 (one-year contract with option to renew for four additional one-year periods). Contract is being brought forward for Board approval as it is nearing the \$1,000,000 threshold.

Description: Hughes Associates, Inc. to perform miscellaneous engineering/fire alarm services, with projects varying in scope and size. Separate service agreements will be executed for each project. Services were competitively procured.

15. Contract (funds going out) - U. T. Austin: Lonestar Environmental Services to perform professional environmental survey, testing, design documents, and/or monitoring services

Agency: Lonestar Environmental Services

Funds: Anticipated total cost may exceed \$1,000,000 (with prior written approval of the University) over the life of the contract for services provided on an as-needed basis

Source of Funds: Unexpended Plant Funds, Renovation and Renewal Funds, Available University Funds, and various other funds

Period: September 1, 2012 through August 31, 2017 (one-year contract with option to renew for four additional one-year periods). Contract is being brought forward for Board approval as it is nearing the \$1,000,000 threshold.

Description: Lonestar Environmental Services to perform miscellaneous professional environmental survey, testing, design documents and/or monitoring services, with projects varying in scope and size. Separate service agreements will be executed for each project. Services were competitively procured.

16. Contract (funds going out) - U. T. Austin: MEP Engineering, Inc. to perform professional mechanical, electrical, and plumbing engineering services and/or specialty services for gas/chemical/safety systems

Agency: MEP Engineering, Inc.

Funds: Anticipated total cost may exceed \$1,000,000 (with prior written approval of the University) over the life of the contract for services provided on an as-needed basis

Source of Funds: Unexpended Plant Funds, Renovation and Renewal Funds, Available University Funds, and various other funds

Period: September 1, 2012 through August 31, 2017 (one-year contract with option to renew for four additional one-year periods). Contract is being brought forward for Board approval as it is nearing the \$1,000,000 threshold.

Description: MEP Engineering, Inc. to perform miscellaneous professional mechanical, electrical, and plumbing engineering services and/or specialty services for gas/chemical/safety systems, with projects varying in scope and size. Separate service agreements will be executed for each project. Services were competitively procured.

17. Contract (funds going out) - U. T. Austin: Parsons Environment & Infrastructure Group, Inc. to perform professional architectural services for laboratory, research, and other related facilities

Agency: Parsons Environment & Infrastructure Group, Inc.

Funds: Anticipated total cost may exceed \$1,000,000 (with prior written approval of the University) over the life of the contract for services provided on an as-needed basis

Source of Funds: Unexpended Plant Funds, Renovation and Renewal Funds, Available University Funds, and various other funds

Period: September 1, 2012 through August 31, 2017 (one-year contract with option to renew for four additional one-year periods). Contract is being brought forward for Board approval as it is nearing the \$1,000,000 threshold.

Description: Parsons Environment & Infrastructure Group, Inc. to perform miscellaneous professional architectural services for laboratory, research, and other related facilities, with projects varying in scope and size. Separate service agreements will be executed for each project. Services were competitively procured.

18. Contract (funds going out) - U. T. Austin: Pfluger Associates Architects to perform professional architectural services for multifunctional areas, classrooms, meeting rooms, auditoriums, distance learning and audiovisual facilities

Agency: Pfluger Associates Architects

Funds: Anticipated total cost may exceed \$1,000,000 (with prior written approval of the University) over the life of the contract for services provided on an as-needed basis

Source of Funds: Unexpended Plant Funds, Renovation and Renewal Funds, Available University Funds, and various other funds

Period: September 1, 2012 through August 31, 2017 (one-year contract with option to renew for four additional one-year periods). Contract is being brought forward for Board approval as it is nearing the \$1,000,000 threshold.

Description: Pfluger Associates Architects to perform miscellaneous professional architectural services for multifunctional areas, classrooms, meeting rooms, auditoriums, distance learning and audiovisual facilities, with projects varying in scope and size. Separate service agreements will be executed for each project. Services were competitively procured.

19. Contract (funds going out) - U. T. Austin: Wiss, Janney, Elstner Associates, Inc. to perform professional engineering or architectural waterproofing services

Agency: Wiss, Janney, Elstner Associates, Inc.

Funds: Anticipated total cost may exceed \$1,000,000 (with prior written approval of the University) over the life of the contract for services provided on an as-needed basis

Source of Funds: Unexpended Plant Funds, Renovation and Renewal Funds, Available University Funds, and various other funds

Period: September 1, 2012 through August 31, 2017 (one-year contract with option to renew for four additional one-year periods). Contract is being brought forward for Board approval as it is nearing the \$1,000,000 threshold.

Description: Wiss, Janney, Elstner Associates, Inc. to perform miscellaneous professional engineering or architectural waterproofing services, with projects varying in scope and size. Separate service agreements will be executed for each project. Services were competitively procured.

20. Tenure Appointments - U. T. Austin: Amendments to the 2012-13 budget

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

<u>Description</u>	<u>Effective Date</u>	<u>% Time</u>	<u>Full-time Salary</u>		<u>RBC #</u>
			<u>No. Mos.</u>	<u>Rate \$</u>	
College of Natural Sciences Marine Science Professor Robert W. Dickey (T)	8/5-8/31	100	01	150,000	5377

21. Tenure Appointments - U. T. Austin: Amendments to the 2013-14 budget

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

<u>Description</u>	<u>Effective Date</u>	<u>% Time</u>	<u>Full-time Salary</u>		<u>RBC #</u>
			<u>No. Mos.</u>	<u>Rate \$</u>	
College of Natural Sciences Mathematics Professor Chair Stephen G. Walker (T)	9/1-5/31	100	09	240,000	5502
	9/1-5/31	SUPL	09	10,000	
	9/1-5/31	SUPL	09	10,000	
School of Social Work Social Work Professor David W. Springer (T)	9/1-5/31	100	09	100,000	5537
College of Liberal Arts Psychology Professor Bertram Gawronski (T)	1/1-5/31	100	09	165,000	5509

College of Liberal Arts  
 Rhetoric and Writing  
 Associate Professor  
 Jacqueline M. Henkel (T)      9/1-5/31      50      09      67,507      5532

22. Emeritus Appointments - U. T. Austin: Approval of emeritus titles

**John D. Dollard**, from Professor to Professor Emeritus, Department of Mathematics (RBC No. 5575) -- amendment to the 2013-14 budget

**Bradley R. Petersen**, from Associate Professor to Associate Professor Emeritus, Department of Art and Art History (RBC No. 5608) -- amendment to the 2013-14 budget

**Philip D. Magnus**, from R. P. Doherty, Jr. - Welch Regents Chair in Chemistry and Professor to R. P. Doherty, Jr. - Welch Regents Chair Emeritus in Chemistry, Department of Chemistry (RBC No. 5609) -- amendment to the 2013-14 budget

**John W. Barnes**, from Cullen Trust for Higher Education Endowed Professorship in Engineering #6 to Cullen Trust for Higher Education Endowed Professor Emeritus in Engineering #6, Department of Mechanical Engineering (RBC No. 5651) -- amendment to the 2013-14 budget

**Philip S. Schmidt**, from Donald J. Douglass Centennial Professorship in Engineering and Distinguished Teaching Professor to Donald J. Douglass Centennial Professor Emeritus in Engineering and Distinguished Teaching Professor Emeritus, Department of Mechanical Engineering (RBC No. 5650) -- amendment to the 2013-14 budget

23. Request for Budget Change - U. T. Austin: Transfer \$3,700,000 from UTIL - Utility Plant Operating Income account to UTIL - PPA - Replace Cooling Tower 7 All Expenses account to replace Cooling Tower 7 (RBC No. 5548) -- amendment to the 2013-14 budget

24. Request for Budget Change - U. T. Austin: Transfer \$1,902,250 from VPBA - Flat Rate Tuition account to various Flat Rate Tuition Operating Income accounts to distribute Summer Enhancement Program funds to offset additional costs incurred by academic units in support of the Summer Enhancement Program initiative offered through the Provost's Office to expand and improve course offerings during summer sessions (RBC No. 5549) -- amendments to the 2012-13 budget

<u>Description</u>	<u>\$ Amount</u>	<u>RBC #</u>
VPBA - Flat Rate Tuition		
Amount of Transfer:	1,902,250	5549



From:	Designated Funds -	
	Flat Rate Tuition -	
	Flat Rate Tuition and Fees	1,902,250
To:	Designated Funds -	
	Architecture - Flat Rate Tuition -	
	Operating Income	26,250
	Jackson School of Geosciences -	
	Flat Rate Tuition - Operating Income	27,000
	Nursing - Flat Rate Tuition -	
	Operating Income	76,500
	Business - Flat Rate Tuition -	
	Operating Income	149,500
	School of Information - Flat Rate Tuition -	
	Operating Income	1,500
	Pharmacy - Flat Rate Tuition -	
	Operating Income	8,500
	Communication - Flat Rate Tuition -	
	Operating Income	194,750
	Liberal Arts - Flat Rate Tuition -	
	Operating income	88,250
	LBJ School - Flat Rate Tuition -	
	Operating Income	750
	Education - Flat Rate Tuition -	
	Operating Income	3,750
	Natural Sciences - Flat Rate Tuition -	
	Operating Income	1,234,000
	Social Work - Flat Rate Tuition -	
	Operating Income	91,500

25. Request for Budget Change - U. T. Austin: Transfer \$4,000,000 from VPBA - Reserve for Academic Enhancement Initiatives Operating Income account to PMCS - Repair and Renovation Control Allocated for Budget account to supplement the annual repair and renovation budget (RBC No. 5589) -- amendment to the 2013-14 budget

26. Request for Budget Change - U. T. Austin: Transfer \$516,740 from Dynamic Testing Center Operating Income account to various Dynamic Testing Center accounts to budget testing fee income received by the Dynamic Testing Center. The Dynamic Testing Center is part of the National Science Foundation (NSF) nationwide Network for Earthquake Engineering Simulation, through which the NSF has funded the set up and operation of numerous earthquake research centers around the United States (RBC No. 5590) -- amendment to the 2013-14 budget

<u>Description</u>	<u>\$ Amount</u>	<u>RBC #</u>
College of Engineering (CE) - Dynamic Testing Center		
Amount of Transfer:	516,740	5590

From:	Revolving Funds - CE - Dynamic Testing Center Operating Income	516,740
To:	Revolving Funds - CE - Dynamic Testing Center - Administrative and Professional Salaries	92,711
	CE - Dynamic Testing Center - Fringe Benefits	77,671
	CE - Dynamic Testing Center - Classified Salaries	37,348
	CE - Dynamic Testing Center - Wages	168,676
	CE - Dynamic Testing Center - Maintenance, Operation, and Equipment	40,334
	CE - Dynamic Testing Center - Foreign Travel	6,000
	CE - Dynamic Testing Center - Travel	94,000

27. Request for Budget Change - U. T. Austin: Transfer \$706,038 from UCS - University Charter School Operating Income account to UCS - University Charter School Faculty Salaries, Administrative and Professional Salaries, Classified Salaries, and Fringe Benefits accounts to include changes in State formula funding during the last legislative session (Based on the Texas Education Agency's revised 2013-14 Estimate of State Aid Entitlement Template for Charter Schools, The University of Texas - University Charter School will receive this additional allotment from the State)

<u>Description</u>	<u>\$ Amount</u>	<u>RBC #</u>
UCS - University Charter School		
Amount of Transfer:	706,038	5592
From:	Designated Funds - UCS - University Charter School Operating Income	706,038
To:	Designated Funds - UCS - University Charter School Faculty Salaries	400,000
	UCS - University Charter School Administrative and Professional Salaries	110,000
	UCS - University Charter School Classified Salaries	69,000
	UCS - University Charter School Fringe Benefits	127,038

28. Request for Budget Change - U. T. Austin: Transfer \$2,338,768 from Higher Education: Hazlewood Supplemental Appropriation to HB Hazlewood Exemption account. The 83rd Texas Legislature allocated these funds to partially reimburse institutions of higher education for the costs associated with the Legacy Program, which extends the State of Texas tuition exemption for qualified veterans to the veterans' spouses and dependent children (RBC No. 5678) -- amendment to the 2013-14 budget

29. Employment Agreement - U. T. Austin: Men's Athletics Director Employment Agreement for Stephen W. Patterson

The following Agreement has been executed, has been approved by the Executive Vice Chancellor for Academic Affairs, and is recommended for approval by the U. T. System Board of Regents. The terms of the agreement have been previously approved by the Board of Regents. Mr. Patterson's total annual compensation will be in excess of \$250,000. Such employment under this Agreement is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which U. T. Austin is a member, the Regents' *Rules and Regulations*, and the policies of U. T. Austin. The violation of such constitution, bylaws, rules, regulations, or policies shall be grounds for suspension without pay or dismissal (Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12 - Athletic Employment Agreements).

Item: Men's Athletics Director Employment Agreement

Proposed: **Guaranteed compensation:**

Annual Salary: \$1,400,000

Automobile: option of two dealer cars or \$7,500 annually in lieu of one of the cars

Social Club Membership: The University of Texas Club, The University of Texas Golf Club, Headliners Club of Austin

**Nonguaranteed compensation:**

Performance Incentives:

No NCAA or Big 12 Conference major infraction in Men's Athletics - \$100,000 at beginning of following fiscal year

Intercollegiate Athletics operated with financial solvency - \$100,000 at beginning of following fiscal year

Source of Funds: Intercollegiate Athletics

Description: Agreement for employment of Stephen W. Patterson as Men's Athletics Director following the standard athletics director employment contract prepared by the Office of General Counsel

Period: November 25, 2013 through August 31, 2019 (five full fiscal years beyond the partial first year)

30. Employment Agreement - U. T. Austin: Head Football Coach Employment Agreement for Charles R. Strong

The following Head Football Coach Employment Agreement has been approved by the Executive Vice Chancellor for Academic Affairs, and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total annual compensation for Head Coach Strong will be in excess of \$250,000. 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 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 (Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12 - Board Approval).

Item: Head Football Coach Employment Agreement

Proposed: **Guaranteed compensation:**

Annual Salary:

FY 2014-15: \$5,000,000 annually

FY 2015-16: \$5,100,000 annually

FY 2016-17: \$5,200,000 annually

FY 2017-18: \$5,300,000 annually

FY 2018-19: \$5,400,000 annually

Automobile: option of two dealer cars or \$7,500 in lieu of one of the cars annually

Social club membership: The University of Texas Club, The University of Texas Golf Club, Headliners Club of Austin

Speaking: \$30,000 annually

Tickets:

One suite and six football tickets

Four season tickets to men's sports

Four season tickets to women's sports

**Nonguaranteed compensation:**

Sports Camps and Clinics: TBD

Incentives:

- Team performance incentives: maximum of \$550,000 annually
- Team academic performance Incentives: maximum of \$150,000 annually
- National Coach of the Year: \$100,000 annually
- Any additional national coaching award other than National Coach of the Year: \$50,000 annually
- Top 5 ranking in final poll: 3% of that year's annual salary
- Top 10 ranking in final poll: 2% of that year's annual salary

Source of Funds: Intercollegiate Athletics

Description: Agreement for employment of Charles R. Strong as Head Football Coach.

Period: January 24, 2014 through January 24, 2019

31. Employment Agreement - U. T. Austin: Assistant Football Coach Agreement for Vance Bedford

The following Assistant Football Coach Agreement has been approved by the Executive Vice Chancellor for Academic Affairs, and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total potential compensation for the entire length of the contract plus one 1-year extension for Assistant Football Coach Bedford will be in excess of \$1,000,000. 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 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 (Regents' *Rules and Regulations*, Rule 20204, Section 3 - Board Approval).

See summary and Term Sheet below:

Item: Assistant Football Coach Agreement

Proposed: **Guaranteed compensation:**

Annual Salary:

- FY 2013-14: \$760,000 annually
- FY 2014-15: \$760,000 annually
- FY 2015-16: \$760,000 annually

Automobile: option of one dealer car or \$7,500 annually

Camp: \$10,000 annually

Social club membership: The University of Texas Golf Club

Speaking: \$30,000 annually

**Nonguaranteed compensation:**

Team performance incentives: maximum of \$160,000 annually

Ranks 2-10 nationally: maximum of \$17,000 annually

Wins Broyles Assistant Coach of the Year: \$25,000 annually

Source of Funds: Intercollegiate Athletics

Description: Agreement for employment of Vance Bedford as Assistant Football Coach

Period: January 21, 2014 through January 31, 2016

Term Sheet

Football Assistant Coaching Staff

**Name:** Bedford, Vance

**Title:** Assistant Coach

Provisions		Terms
<b>Effective Date</b>		January 21, 2014
<b>Expiration Date</b>		January 31, 2016
<b>Renewal</b>		University may renew the contract provisions and terms as mutually agreed upon for one additional year.
<b>Duties</b>		Serve as assistant coach for football.
<b>Annual Base Salary</b>		Year 1 \$760,000
		Year 2 At the discretion of the University, increases to base may be implemented
<b>Other Guaranteed Cash Comp</b>		
Camp		\$10,000 Paid on 6/1 and 8/1 (\$5K each)
Speaking		30,000—Paid December 1
Product Endorsement		NA
<b>Other Cash Comp (Performance Incentives)</b>		
Win Big 12 Championship		\$20,000
Appearance in non-major Bowl Game		\$20,000
Win non-major Bowl Game		\$20,000
-or-		
Appearance in one of six major Bowl Games		\$30,000
Wins one of six major Bowl Games		\$30,000
-or-		
Appearance in Semi-Final Championship		\$40,000
Wins Semi-Final Championship		\$40,000
-or-		
Wins Football Championship Game		\$140,000
Ranks 2-5 Nationally		\$17,000
Ranks 6 <sup>th</sup> -10 <sup>th</sup> Nationally		\$10,000
Wins Broyles Assistant Coach of the Year		\$25,000
<b>Non Cash Compensation</b>		
Automobile		Dealer Car. At discretion of the University, a stipend may be offered in lieu of a dealer car
Memberships		UT Golf Club

Provisions		Terms
<b>Termination</b>		
Involuntary with cause		All compensation ends with the effective date of the termination.
Involuntary without cause		UT pays base salary remaining on contract
Voluntary		Incumbent pays 25% of base salary remaining on contract at the discretion of the Athletic Director and Head Football Coach

32. Employment Agreement - U. T. Austin: Assistant Football Coach Agreement for Bruce Chambers

The following Assistant Football Coach Agreement has been approved by the Executive Vice Chancellor for Academic Affairs, and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total potential compensation for the entire length of the contract plus one 1-year extension for Assistant Football Coach Chambers will be in excess of \$1,000,000. 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 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 (Regents' *Rules and Regulations*, Rule 20204, Section 3 - Board Approval).

See summary and Term Sheet below:

Item: Assistant Football Coach Agreement

Proposed: **Guaranteed compensation:**

Annual Salary:

FY 2013-14: \$260,000 annually

FY 2014-15: \$260,000 annually

FY 2015-16: \$260,000 annually

Automobile: option of one dealer car or \$7,500 annually

Camp: \$10,000 annually

Social club membership: The University of Texas Golf Club

Speaking: \$5,000 annually

**Nonguaranteed compensation:**

Team performance incentives: maximum of \$155,000 annually

Ranks 2-10 nationally: maximum of \$17,000 annually

Wins Broyles Assistant Coach of the Year: \$25,000 annually

Source of Funds: Intercollegiate Athletics

Description: Agreement for employment of Bruce Chambers as Assistant Football Coach

Period: January 21, 2014 through January 31, 2016



Term Sheet

Football Assistant Coaching Staff

**Name:** Chambers, Bruce

**Title:** Assistant Coach

Provisions		Terms
<b>Effective Date</b>		January 21, 2014
<b>Expiration Date</b>		January 31, 2016
<b>Renewal</b>		University may renew the contract provisions and terms as mutually agreed upon for one additional year.
<b>Duties</b>		Serve as assistant coach for football.
<b>Annual Base Salary</b>		Year 1 \$260,000
		Year 2 At the discretion of the University, increases to base may be implemented.
<b>Other Guaranteed Cash Comp</b>		
Camp		\$10,000 Paid on 6/1 and 8/1 (\$5K each)
Speaking		\$5,000—Paid on 12/1
Product Endorsement		NA
<b>Other Cash Comp (Performance Incentives)</b>		
Win Big 12 Championship		\$15,000
Appearance in non-major Bowl Game		\$10,000
Win non-major Bowl Game		\$10,000
-or-		
Appearance in one of six major Bowl Games		\$30,000
Wins one of six major Bowl Games		\$30,000
-or-		
Appearance in Semi-Final Championship		\$40,000
Wins Semi-Final Championship		\$40,000
-or-		
Wins Football Championship Game		\$140,000
Ranks 2-5 Nationally		\$17,000
Ranks 6 <sup>th</sup> -10 <sup>th</sup> Nationally		\$10,000
Wins Broyles Assistant Coach of the Year		\$25,000
<b>Non Cash Compensation</b>		
Automobile		Dealer Car. At discretion of the University, a stipend may be offered in lieu of a dealer car
Memberships		UT Golf Club

Provisions		Terms
<b>Termination</b>		
Involuntary with cause		All compensation ends with the effective date of the termination.
Involuntary without cause		UT pays base salary remaining on contract
Voluntary		Incumbent pays 25% of base salary remaining on contract at the discretion of the Athletic Director and Head Football Coach

33. Employment Agreement - U. T. Austin: Assistant Football Coach Agreement for Brian Jean-Mary

The following Assistant Football Coach Agreement has been approved by the Executive Vice Chancellor for Academic Affairs, and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total potential compensation for the entire length of the contract plus one 1-year extension for Assistant Football Coach Jean-Mary will be in excess of \$1,000,000. 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 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 (Regents' *Rules and Regulations*, Rule 20204, Section 3 - Board Approval).

See summary and Term Sheet below:

Item: Assistant Football Coach Agreement

Proposed: **Guaranteed compensation:**

Annual Salary:

FY 2013-14: \$300,000 annually

FY 2014-15: \$300,000 annually

FY 2015-16: \$300,000 annually

Automobile: option of one dealer car or \$7,500 annually

Camp: \$10,000 annually

Social club membership: The University of Texas Golf Club

Speaking: \$5,000 annually

**Nonguaranteed compensation:**

Team performance incentives: maximum of \$155,000 annually

Ranks 2-10 nationally: maximum of \$17,000 annually

Wins Broyles Assistant Coach of the Year: \$25,000 annually

Source of Funds: Intercollegiate Athletics

Description: Agreement for employment of Brian Jean-Mary as Assistant Football Coach

Period: January 21, 2014 through January 31, 2016

Term Sheet

Football Assistant Coaching Staff

**Name:** Jean-Mary, Brian

**Title:** Assistant Coach

Provisions	Terms
<b>Effective Date</b>	January 21, 2014
<b>Expiration Date</b>	January 31, 2016
<b>Renewal</b>	University may renew the contract provisions and terms as mutually agreed upon for one additional year.
<b>Duties</b>	Serve as assistant coach for football.
<b>Annual Base Salary</b>	Year 1 \$300,000
	Year 2 At the discretion of the University, increases to base may be implemented
<b>Other Guaranteed Cash Comp</b>	
Camp	\$10,000 Paid on 6/1 and 8/1 (\$5K each)
Speaking	\$5,000—Paid December 1
Product Endorsement	NA
<b>Other Cash Comp (Performance Incentives)</b>	
Win Big 12 Championship	\$15,000
Appearance in non-major Bowl Game	\$10,000
Win non-major Bowl Game	\$10,000
-or-	
Appearance in one of six major Bowl Games	\$30,000
Wins one of six major Bowl Games	\$30,000
-or-	
Appearance in Semi-Final Championship	\$40,000
Wins Semi-Final Championship	\$40,000
-or-	
Wins Football Championship Game	\$140,000
Ranks 2-5 Nationally	\$17,000
Ranks 6 <sup>th</sup> -10 <sup>th</sup> Nationally	\$10,000
Wins Broyles Assistant Coach of the Year	\$25,000
<b>Non-Cash Compensation</b>	
Automobile	Dealer Car. At discretion of the University, a stipend may be offered in lieu of a dealer car
Memberships	UT Golf Club

Provisions	Terms
<b>Termination</b>	
Involuntary with cause	All compensation ends with the effective date of the termination.
Involuntary without cause	UT pays base salary remaining on contract
Voluntary	Incumbent pays 25% of base salary remaining on contract at the discretion of the Athletic Director and Head Football Coach

34. Employment Agreement - U. T. Austin: Assistant Football Coach Agreement for Tommie Robinson

The following Assistant Football Coach Agreement has been approved by the Executive Vice Chancellor for Academic Affairs, and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total potential compensation for the entire length of the contract plus one 1-year extension for Assistant Football Coach Robinson will be in excess of \$1,000,000. 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 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 (Regents' *Rules and Regulations*, Rule 20204, Section 3 - Board Approval)

See summary and Term Sheet below:

Item: Assistant Football Coach Agreement

Proposed: **Guaranteed compensation:**

Annual Salary:

FY 2013-14: \$185,000 annually

FY 2014-15: \$335,000 annually

FY 2015-16: \$335,000 annually

Automobile: option of one dealer car or \$7,500 annually

Camp: \$10,000 annually

Social club membership: The University of Texas Golf Club

Speaking: \$5,000 annually

**Nonguaranteed compensation:**

Team performance incentives: maximum of \$155,000 annually

Ranks 2-10 nationally: maximum of \$17,000 annually

Wins Broyles Assistant Coach of the Year: \$25,000 annually

Source of Funds: Intercollegiate Athletics

Description: Agreement for employment of Tommie Robinson as Assistant Football Coach

Period: January 21, 2014 through January 31, 2016

Term Sheet

Football Assistant Coaching Staff

**Name:** Robinson, Tommie

**Title:** Assistant Coach

Provisions		Terms
<b>Effective Date</b>		January 21, 2014
<b>Expiration Date</b>		January 31, 2016
<b>Renewal</b>		University may renew the contract provisions and terms as mutually agreed upon for one additional year.
<b>Duties</b>		Serve as assistant coach for football.
<b>Annual Base Salary</b>	Year 1	\$185,000
	Year 2	\$335,000
<b>Other Guaranteed Cash Comp</b>		
	Camp	\$10,000 Paid on 6/1 and 8/1 (\$5K each)
	Speaking	\$5,000—Paid December 1
	Product Endorsement	NA
<b>Other Cash Comp (Performance Incentives)</b>		
	Win Big 12 Championship	\$15,000
	Appearance in non-major Bowl Game	\$10,000
	Win non-major Bowl Game	\$10,000
	-or-	
	Appearance in one of six major Bowl Games	\$30,000
	Wins one of six major Bowl Games	\$30,000
	-or-	
	Appearance in Semi-Final Championship	\$40,000
	Wins Semi-Final Championship	\$40,000
	-or-	
	Wins Football Championship Game	\$140,000
	Ranks 2-5 Nationally	\$17,000
	Ranks 6 <sup>th</sup> -10 <sup>th</sup> Nationally	\$10,000
	Wins Broyles Assistant Coach of the Year	\$25,000
<b>Non-Cash Compensation</b>		
	Automobile	Dealer Car. At discretion of the University, a stipend may be offered in lieu of a dealer car
	Memberships	UT Golf Club

Provisions		Terms
<b>Termination</b>		
	Involuntary with cause	All compensation ends with the effective date of the termination.
	Involuntary without cause	UT pays base salary remaining on contract
	Voluntary	Incumbent pays 25% of base salary remaining on contract at the discretion of the Athletic Director and Head Football Coach

35. Employment Agreement - U. T. Austin: Assistant Football Coach Agreement for Christopher Rumph

The following Assistant Football Coach Agreement has been approved by the Executive Vice Chancellor for Academic Affairs, and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total potential compensation for the entire length of the contract plus one 1-year extension for Assistant Football Coach Rumph will be in excess of \$1,000,000. 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 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 (Regents' *Rules and Regulations*, Rule 20204, Section 3 - Board Approval).

See summary and Term Sheet below:

Item: Assistant Football Coach Agreement

Proposed: **Guaranteed compensation:**

Annual Salary:

FY 2013-14: \$400,000 annually

FY 2014-15: \$400,000 annually

FY 2015-16: \$400,000 annually

Automobile: option of one dealer car or \$7,500 annually

Camp: \$10,000 annually

Social club membership: The University of Texas Golf Club

Speaking: \$5,000 annually

**Nonguaranteed compensation:**

Team performance Incentives: maximum of \$155,000 annually

Ranks 2-10 nationally: maximum of \$17,000 annually

Wins Broyles Assistant Coach of the Year: \$25,000 annually

Source of Funds: Intercollegiate Athletics

Description: Agreement for employment of Christopher Rumph as Assistant Football Coach

Period: January 21, 2014 through January 31, 2016

Term Sheet

Football Assistant Coaching Staff

**Name:** Rumph, Christopher

**Title:** Assistant Coach

Provisions	Terms
<b>Effective Date</b>	January 21, 2014
<b>Expiration Date</b>	January 31, 2016
<b>Renewal</b>	University may renew the contract provisions and terms as mutually agreed upon for one additional year.
<b>Duties</b>	Serve as assistant coach for football.
<b>Annual Base Salary</b>	Year 1 \$400,000
	Year 2 At the discretion of the University, increases to base may be implemented
<b>Other Guaranteed Cash Comp</b>	
Camp	\$10,000 Paid on 6/1 and 8/1 (\$5K each)
Speaking	\$5,000—Paid December 1
Product Endorsement	NA
<b>Other Cash Comp (Performance Incentives)</b>	
Win Big 12 Championship	\$15,000
Appearance in non-major Bowl Game	\$10,000
Win non-major Bowl Game	\$10,000
-or-	
Appearance in one of six major Bowl Games	\$30,000
Wins one of six major Bowl Games	\$30,000
-or-	
Appearance in Semi-Final Championship	\$40,000
Wins Semi-Final Championship	\$40,000
-or-	
Wins Football Championship Game	\$140,000
Ranks 2-5 Nationally	\$17,000
Ranks 6 <sup>th</sup> -10 <sup>th</sup> Nationally	\$10,000
Wins Broyles Assistant Coach of the Year	\$25,000
<b>Non-Cash Compensation</b>	
Automobile	Dealer Car. At discretion of the University, a stipend may be offered in lieu of a dealer car
Memberships	UT Golf Club

Provisions	Terms
<b>Termination</b>	
Involuntary with cause	All compensation ends with the effective date of the termination.
Involuntary without cause	UT pays base salary remaining on contract
Voluntary	Incumbent pays 25% of base salary remaining on contract at the discretion of the Athletic Director and Head Football Coach

36. Employment Agreement - U. T. Austin: Assistant Football Coach Agreement for Leslie Koening

The following Assistant Football Coach Agreement has been approved by the Executive Vice Chancellor for Academic Affairs, and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total potential compensation for the entire length of the contract plus one 1-year extension for Assistant Football Coach Koening will be in excess of \$1,000,000. 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 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 (Regents' *Rules and Regulations*, Rule 20204, Section 3 - Board Approval).

See summary and Term Sheet below:

Item: Assistant Football Coach Agreement

Proposed: **Guaranteed compensation:**

Annual Salary:

FY 2013-14: \$335,000 annually

FY 2014-15: \$335,000 annually

FY 2015-16: \$335,000 annually

Automobile: option of one dealer car or \$7,500 annually

Camp: \$10,000 annually

Social club membership: The University of Texas Golf Club

Speaking: \$5,000 annually

**Nonguaranteed compensation:**

Team performance Incentives: maximum of \$155,000 annually

Ranks 2-10 nationally: maximum of \$17,000 annually

Wins Broyles Assistant Coach of the Year: \$25,000 annually

Source of Funds: Intercollegiate Athletics

Description: Agreement for employment of Leslie Koening as Assistant Football Coach

Period: January 21, 2014 through January 31, 2016



Term Sheet

Football Assistant Coaching Staff

**Name:** Koenning, Leslie

**Title:** Assistant Coach

Provisions		Terms
<b>Effective Date</b>		January 21, 2014
<b>Expiration Date</b>		January 31, 2016
<b>Renewal</b>		University may renew the contract provisions and terms as mutually agreed upon.
<b>Duties</b>		Serve as assistant coach for football.
<b>Annual Base Salary</b>		Year 1 \$335,000
		Year 2 At the discretion of the University, increases to base may be implemented
<b>Other Guaranteed Cash Comp</b>		
		Camp \$10,000 Paid on 6/1 and 8/1 (\$5K each)
		Speaking \$5,000—Paid December 1
		Product Endorsement NA
<b>Other Cash Comp (Performance Incentives)</b>		
		Win Big 12 Championship \$15,000
		Appearance in non-major Bowl Game \$10,000
		Win non-major Bowl Game \$10,000
		-or-
		Appearance in one of six major Bowl Games \$30,000
		Wins one of six major Bowl Games \$30,000
		-or-
		Appearance in Semi-Final Championship \$40,000
		Wins Semi-Final Championship \$40,000
		-or-
		Wins Football Championship Game \$140,000
		Ranks 2-5 Nationally \$17,000
		Ranks 6 <sup>th</sup> -10 <sup>th</sup> Nationally \$10,000
		Wins Broyles Assistant Coach of the Year \$25,000
<b>Non-Cash Compensation</b>		
		Automobile Dealer Car. At discretion of the University, a stipend may be offered in lieu of a dealer car
		Memberships UT Golf Club

Provisions		Terms
<b>Termination</b>		
		Involuntary with cause All compensation ends with the effective date of the termination.
		Involuntary without cause UT pays base salary remaining on contract
		Voluntary Incumbent pays 25% of base salary remaining on contract at the discretion of the Athletic Director and Head Football Coach

37. Employment Agreement - U. T. Austin: Assistant Football Coach Agreement for Christopher Vaughn

The following Assistant Football Coach Agreement has been approved by the Executive Vice Chancellor for Academic Affairs, and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total potential compensation for the entire length of the contract plus one 1-year extension for Assistant Football Coach Vaughn will be in excess of \$1,000,000. 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 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 (Regents' *Rules and Regulations*, Rule 20204, Section 3 - Board Approval).

See summary and Term Sheet below:

Item: Assistant Football Coach Agreement

Proposed: **Guaranteed compensation:**

Annual Salary:  
 FY 2013-14: \$245,000 annually  
 FY 2014-15: \$245,000 annually  
 FY 2015-16: \$245,000 annually

Automobile: option of one dealer car or \$7,500 annually

Camp: \$10,000 annually

Social club membership: The University of Texas Golf Club

Speaking: \$5,000 annually

**Nonguaranteed compensation:**

Team performance Incentives: maximum of \$155,000 annually  
 Ranks 2-10 nationally: maximum of \$17,000 annually  
 Wins Broyles Assistant Coach of the Year: \$25,000 annually

Source of Funds: Intercollegiate Athletics

Description: Agreement for employment of Christopher Vaughn as Assistant Football Coach

Period: January 21, 2014 through January 31, 2016

Term Sheet

Football Assistant Coaching Staff

Name: Vaughn, Christopher

Title: Assistant Coach

Provisions		Terms
<b>Effective Date</b>		January 21, 2014
<b>Expiration Date</b>		January 31, 2016
<b>Renewal</b>		University may renew the contract provisions and terms as mutually agreed upon for one additional year.
<b>Duties</b>		Serve as assistant coach for football.
<b>Annual Base Salary</b>		Year 1 \$245,000
		Year 2 At the discretion of the University, increases to base may be implemented
<b>Other Guaranteed Cash Comp</b>		
Camp		\$10,000 Paid on 6/1 and 8/1 (\$5K each)
Speaking		\$5,000—Paid December 1
Product Endorsement		NA
<b>Other Cash Comp (Performance Incentives)</b>		
Win Big 12 Championship		\$15,000
Appearance in non-major Bowl Game		\$10,000
Win non-major Bowl Game		\$10,000
-or-		
Appearance in one of six major Bowl Games		\$30,000
Wins one of six major Bowl Games		\$30,000
-or-		
Appearance in Semi-Final Championship		\$40,000
Wins Semi-Final Championship		\$40,000
-or-		
Wins Football Championship Game		\$140,000
Ranks 2-5 Nationally		\$17,000
Ranks 6 <sup>th</sup> -10 <sup>th</sup> Nationally		\$10,000
Wins Broyles Assistant Coach of the Year		\$25,000
<b>Non Cash Compensation</b>		
Automobile		Dealer Car. At discretion of the University, a stipend may be offered in lieu of a dealer car
Memberships		UT Golf Club

Provisions		Terms
<b>Termination</b>		
Involuntary with cause		All compensation ends with the effective date of the termination.
Involuntary without cause		UT pays base salary remaining on contract
Voluntary		Incumbent pays 25% of base salary remaining on contract at the discretion of the Athletic Director and Head Football Coach

38. Employment Agreement - U. T. Austin: Assistant Football Coach Agreement for Steven S. Watson

The following Assistant Football Coach Agreement has been approved by the Executive Vice Chancellor for Academic Affairs, and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total potential compensation for the entire length of the contract plus one 1-year extension for Assistant Football Coach Watson will be in excess of \$1,000,000. 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 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. (Regents' *Rules and Regulations*, Rule 20204, Section 3 - Board Approval)

See summary and Term Sheet below:

Item: Assistant Football Coach Agreement

Proposed: **Guaranteed compensation:**

Annual Salary:

FY 2013-14: \$610,000 annually

FY 2014-15: \$610,000 annually

FY 2015-16: \$610,000 annually

Automobile: option of one dealer car or \$7,500 annually

Camp: \$10,000 annually

Social club membership: The University of Texas Golf Club

Speaking: \$30,000 annually

**Nonguaranteed compensation:**

Team performance Incentives: maximum of \$155,000 annually

Ranks 2-10 nationally: maximum of \$17,000 annually

Wins Broyles Assistant Coach of the Year: \$25,000 annually

Source of Funds: Intercollegiate Athletics

Description: Agreement for employment of Steven S. Watson as Assistant Football Coach

Period: January 21, 2014 through January 31, 2016

Term Sheet

Football Assistant Coaching Staff

**Name:** Watson, Steven S

**Title:** Assistant Coach

Provisions	Terms
<b>Effective Date</b>	January 21, 2014
<b>Expiration Date</b>	January 31, 2016
<b>Renewal</b>	University may renew the contract provisions and terms as mutually agreed upon for one additional year.
<b>Duties</b>	Serve as assistant coach for football.
<b>Annual Base Salary</b>	Year 1 \$610,000
	Year 2 At the discretion of the University, increases to base may be implemented
<b>Other Guaranteed Cash Comp</b>	
Camp	\$10,000 Paid on 6/1 and 8/1 (\$5K each)
Speaking	\$30,000—Paid December 1
Product Endorsement	NA
<b>Other Cash Comp (Performance Incentives)</b>	
Win Big 12 Championship	\$15,000
Appearance in non-major Bowl Game	\$10,000
Win non-major Bowl Game	\$10,000
-or-	
Appearance in one of six major Bowl Games	\$30,000
Wins one of six major Bowl Games	\$30,000
-or-	
Appearance in Semi-Final Championship	\$40,000
Wins Semi-Final Championship	\$40,000
-or-	
Wins Football Championship Game	\$140,000
Ranks 2-5 Nationally	\$17,000
Ranks 6 <sup>th</sup> -10 <sup>th</sup> Nationally	\$10,000
Wins Broyles Assistant Coach of the Year	\$25,000
<b>Non Cash Compensation</b>	
Automobile	Dealer Car. At discretion of the University, a stipend may be offered in lieu of a dealer car
Memberships	UT Golf Club

Provisions	Terms
<b>Termination</b>	
Involuntary with cause	All compensation ends with the effective date of the termination.
Involuntary without cause	UT pays base salary remaining on contract
Voluntary	Incumbent pays 25% of base salary remaining on contract at the discretion of the Athletic Director and Head Football Coach.

39. Employment Agreement - U. T. Austin: Assistant Football Coach Agreement for Gregory J. Wickline

The following Assistant Coach Agreement has been approved by the Executive Vice Chancellor for Academic Affairs, and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total potential compensation for the entire length of the contract plus one 1-year extension for Assistant Football Coach Wickline will be in excess of \$1,000,000. 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 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. (Regents' *Rules and Regulations*, Rule 20204, Section 3 - Board Approval)

See summary and Term Sheet below:

Item: Assistant Football Coach Agreement

Proposed: **Guaranteed compensation:**

Annual Salary:

FY 2013-14: \$535,000 annually

FY 2014-15: \$535,000 annually

FY 2015-16: \$535,000 annually

Automobile: option of one dealer car or \$7,500 annually

Camp: \$10,000 annually

Social club membership: The University of Texas Golf Club

Speaking: \$30,000 annually

**Nonguaranteed compensation:**

Team performance incentives: maximum of \$160,000 annually

Ranks 2-10 nationally: maximum of \$17,000 annually

Wins Broyles Assistant Coach of the Year: \$25,000 annually

Source of Funds: Intercollegiate Athletics

Description: Agreement for employment of Gregory J. Wickline as Assistant Football Coach.

Period: January 21, 2014 through January 31, 2016

Term Sheet

Football Assistant Coaching Staff

**Name:** Wickline, Gregory, J

**Title:** Assistant Coach

Provisions	Terms
<b>Effective Date</b>	January 21, 2014
<b>Expiration Date</b>	January 31, 2016
<b>Renewal</b>	University may renew the contract provisions and terms as mutually agreed upon for one additional year.
<b>Duties</b>	Serve as assistant coach for football.
<b>Annual Base Salary</b>	Year 1 \$535,000
	Year 2 At the discretion of the University, increases to base may be implemented
<b>Other Guaranteed Cash Comp</b>	
Camp	\$10,000 Paid on 6/1 and 8/1 (\$5K each)
Speaking	30,000—Paid December 1
Product Endorsement	NA
<b>Other Cash Comp (Performance Incentives)</b>	
Win Big 12 Championship	\$20,000
Appearance in non-major Bowl Game	\$20,000
Win non-major Bowl Game	\$20,000
-or-	
Appearance in one of six major Bowl Games	\$30,000
Wins one of six major Bowl Games	\$30,000
-or-	
Appearance in Semi-Final Championship	\$40,000
Wins Semi-Final Championship	\$40,000
-or-	
Wins Football Championship Game	\$140,000
Ranks 2-5 Nationally	\$17,000
Ranks 6 <sup>th</sup> -10 <sup>th</sup> Nationally	\$10,000
Wins Broyles Assistant Coach of the Year	\$25,000
<b>Non Cash Compensation</b>	
Automobile	Dealer Car. At discretion of the University, a stipend may be offered in lieu of a dealer car
Memberships	UT Golf Club

Provisions	Terms
<b>Termination</b>	
Involuntary with cause	All compensation ends with the effective date of the termination.
Involuntary without cause	UT pays base salary remaining on contract
Voluntary	Incumbent pays 25% of base salary remaining on contract at the discretion of the Athletic Director and Head Football Coach

40. Employment Agreement - U. T. Austin: Assistant Football Coach Agreement for Patrick Moor

The following Assistant Football Coach Agreement has been approved by the Executive Vice Chancellor for Academic Affairs, and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total potential compensation for the entire length of the contract plus one 1-year extension for Assistant Football Coach Moor will be in excess of \$1,000,000. 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 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 (Regents' *Rules and Regulations*, Rule 20204, Section 3 – Board Approval).

See summary and Term Sheet below:

- Item: Assistant Football Coach Agreement
- Proposed: **Guaranteed compensation:**
  - Annual Salary:
    - FY 2013-14: \$330,000 annually
    - FY 2014-15: \$330,000 annually
    - FY 2015-16: \$330,000 annually
  - Automobile: option of one dealer car or \$7,500 annually
  - Social Club Membership: The University of Texas Golf Club
- Nonguaranteed compensation:**
  - Team performance incentives: maximum of \$155,000 annually
  - Ranks 2-10 nationally: maximum of \$17,000 annually
- Source of Funds: Intercollegiate Athletics
- Description: Agreement for employment of Patrick Moor as Assistant Football Coach
- Period: January 21, 2014 through January 31, 2016



Term Sheet

Football Assistant Coaching Staff

**Name:** Moorer, Patrick

**Title:** Assistant Coach

Provisions		Terms
<b>Effective Date</b>		January 21, 2014
<b>Expiration Date</b>		January 31, 2016
<b>Renewal</b>		University may renew the contract provisions and terms as mutually agreed upon for one additional year.
<b>Duties</b>		Serve as assistant coach for football.
<b>Annual Base Salary</b>		Year 1 \$330,000
		Year 2 At the discretion of the University, increases to base may be implemented
<b>Other Guaranteed Cash Comp</b>		
Camp		NA
Speaking		NA
Product Endorsement		NA
<b>Other Cash Comp (Performance Incentives)</b>		
Win Big 12 Championship		\$15,000
Appearance in non-major Bowl Game		\$10,000
Win non-major Bowl Game		\$10,000
-or-		
Appearance in one of six major Bowl Games		\$30,000
Wins one of six major Bowl Games		\$30,000
-or-		
Appearance in Semi-Final Championship		\$40,000
Wins Semi-Final Championship		\$40,000
-or-		
Wins Football Championship Game		\$140,000
Ranks 2-5 Nationally		\$17,000
Ranks 6 <sup>th</sup> -10 <sup>th</sup> Nationally		\$10,000
<b>Non Cash Compensation</b>		
Automobile		Dealer Car. At discretion of the University, a stipend may be offered in lieu of a dealer car
Memberships		UT Golf Club

Provisions		Terms
<b>Termination</b>		
Involuntary with cause		All compensation ends with the effective date of the termination.
Involuntary without cause		UT pays base salary remaining on contract
Voluntary		Incumbent pays 25% of base salary remaining on contract at the discretion of the Athletic Director and Head Football Coach

41. Lease - U. T. Austin: Authorization to extend the lease of space on campus to the United States Postal Service for use as a retail postal facility; and finding of a public purpose

Description: Extension of the lease of approximately 3,436 square feet in the West Mall Office Building on U. T. Austin’s main campus in Austin, Travis County, Texas, for use as a retail postal facility by the United States Postal Service

Lessee: United States Postal Service, an independent agency of the United States of America

Term: The original lease term commenced on September 1, 1998, and by prior extensions continues through February 28, 2014; the proposed extension term commences March 1, 2014, and ends on February 29, 2016

Lease Income: Rent is a nominal \$1 per year in exchange for the benefits to U. T. Austin described below

Public Purpose: The lease will restrict use of the space to the operation of a U.S. Postal Service retail facility. Location of the facility on the main campus provides student, faculty, and staff at U. T. Austin with easy access to postal services. U. T. Austin will retain the right to terminate the lease on 30 days notice if the space is not used as a retail postal facility. Staff at U. T. Austin therefore believes that the lease serves a public purpose specific to the mission of the institution and requests that the Board of Regents makes a finding of fact to that effect and authorizes the lease.

42. Advisory Council - U. T. Austin: Rename the Blanton Museum of Art - Museum Council as the Blanton National Leadership Board

The following request to approve the renaming of the Blanton Museum advisory board has been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor for External Relations in accordance with Regents’ *Rules and Regulations*, Rule 60302 and is submitted for approval by the U. T. System Board of Regents:

Item: Blanton National Leadership Board

Effective: September 1, 2014

Description: The Jack S. Blanton Museum of Art requests authorization to rename the Blanton Museum of Art - Museum Council as the Blanton National Leadership Board. The Museum has gained national prominence and collaborates with museums all over the U.S. and the world. The new name and rebranding of the Board will reflect a broader membership as the Museum reaches out to recruit prospective Board members from local, national, and international

corporate and philanthropic leaders, alumni, arts leaders, and art collectors. The current Museum Council is a 24-member advisory board. The goal is to increase the membership to 80-100 members. The group's role will remain advisory to the museum director and its bylaws will be updated to reflect the change in name.

43. Emeritus Appointment - U. T. Brownsville: Appointment of Charles Dameron from Professor, College of Liberal Arts, to Professor Emeritus in the College of Liberal Arts (RBC No. 5704) -- amendment to the 2013-14 budget

44. Foreign Contract (funds coming in) - U. T. Dallas: Renewal of contract to provide INFOTEC, a Mexican Federal Government Public Trust, with instructional and program support for INFOTEC's Information Communication and Technology (ICT) Master's program; and Collaboration Agreement between U. T. Dallas and INFOTEC for the purpose of future collaborative efforts

Agency: INFOTEC, a Mexican Federal Government Public Trust

Funds: \$625,000 estimated

Period: January 1, 2014 through December 31, 2015

Description: Naveen Jindal School of Management Executive Education program will provide continued instruction and program support for INFOTEC's Information Communication and Technology (ICT) Master's program by providing short seminar programs and diploma programs. The ICT Master's program was managed for INFOTEC by the U. T. Dallas Naveen Jindal School of Management Executive Education in 2012-2013. Subcontracted instructors will be experienced faculty from other U.S. universities who have provided this training in previous years. They will go to Mexico to provide instruction and program support for U. T. Dallas under the agreement. The limited foreign travel by U. T. Dallas staff and faculty will be approved by the U. T. Dallas International Oversight Committee. Travel security for all participants will be provided by INFOTEC.

U. T. Dallas desires to extend its previous agreement with INFOTEC under the same terms previously approved by the Board of Regents on July 11, 2012, until such time U. T. Dallas is able to negotiate and enter into a new agreement with INFOTEC, which will expire on December 31, 2015.

In addition, U. T. Dallas and INFOTEC desire to enter into a zero-dollar collaboration agreement for the purpose of entering into future collaborative efforts and programs.

45. Emeritus Appointments - U. T. El Paso: Approval of emeritus titles

**George D. Meyers** from Professor of English to Professor Emeritus, College of Liberal Arts (RBC No. 5659) -- amendment to the 2013-14 budget

**Cheryl E. Martin** from Professor of History to Professor Emerita, College of Liberal Arts (RBC No. 5658) -- amendment to the 2013-14 budget

**Joanne T. Ellzey** from Professor of Biological Sciences to Professor Emerita, College of Science (RBC No. 5656) -- amendment to the 2013-14 budget

**Marion L. Ellzey** from Professor of Chemistry to Professor Emeritus, College of Science (RBC No. 5657) -- amendment to the 2013-14 budget

**Ana H. Macias** from Professor of Teacher Education to Professor Emerita, College of Education (RBC No. 5661) -- amendment to the 2012-13 budget

**Willie R. Parish** from Professor of Art to Professor Emeritus, College of Liberal Arts (RBC No. 5660) -- amendment to the 2012-13 budget

**Shelley S. Armitage** from Professor of English to Professor Emerita, College of Liberal Arts (RBC No. 5662) -- amendment to the 2012-13 budget

**Donald E. Moss** from Professor of Psychology to Professor Emeritus, College of Liberal Arts (RBC No. 5663) -- amendment to the 2012-13 budget

46. Tenure Appointment - U. T. Pan American: Amendments to the 2013-14 budget

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

<u>Description</u>	<u>Effective Date</u>	<u>% Time</u>	<u>Full-time Salary</u>		<u>RBC #</u>
			<u>No. Mos.</u>	<u>Rate \$</u>	
Manufacturing Engineering Professor Anil Srivastava (T)	11/1-5/31	100	09	150,000	4609
Biology Department Professor Christopher Taylor (T)	2/1-5/31	100	09	97,500	5710
Biology Department Professor Faiz Faizur Rahman (T)	2/1-5/31	100	09	155,000	5711

47. Request for Budget Change - U. T. Pan American: Transfer \$512,394 from the Texas Higher Education Coordinating Board to the Hazlewood Legacy Act - HB 1025 fund for the allocation of the HB 1025 Hazlewood appropriation for 2013/2014 for the purpose of reimbursing costs associated with the Hazlewood Legacy Program (RBC No. 5587) -- amendments to the 2013-14 budget
  
48. Report - U. T. Permian Basin: No items for Consent Agenda
  
49. Request for Budget Change - U. T. San Antonio: Transfer \$2,487,428 from the Texas Higher Education Coordinating Board to the Hazlewood Legacy Act - HB 1025 fund for the allocation of the HB 1025 Hazlewood appropriation for 2013/2014 for the purpose of reimbursing costs associated with the Hazlewood Legacy Program (RBC No. 5605) -- amendment to the 2013-14 budget
  
50. Request for Budget Change - U. T. San Antonio: Transfer \$838,000 from Campus Reserves account to the PeopleSoft Project account to fund the extension of three consultant service contracts based on the UTShare project go live date of March 1, 2014, with phased deployment sequences through September 1, 2014 (RBC No. 5606) -- amendment to the 2013-14 budget
  
51. Report - U. T. Tyler: No items for Consent Agenda

## HEALTH INSTITUTIONS

52. Contract (funds going out) - U. T. Southwestern Medical Center, U. T. Medical Branch - Galveston, and U. T. Health Science Center - Tyler: Master agreement between U. T. System and Morris & Dickson Co., LCC for the supply of pharmaceutical products to the named institutions. This group buy was negotiated by the U. T. System Supply Chain Alliance and provides for enhancements to pricing and other terms under a supply agreement competitively procured by Premier, an external group purchasing organization

Agency: Morris & Dickson Co., LLC

Funds: Total contract spend by U. T. Southwestern Medical Center, U. T. Medical Branch - Galveston, and U. T. Health Science Center - Tyler during the anticipated eight-year duration of the agreement is estimated at \$756,000,000

Sources of Funds: U. T. Southwestern Medical Center: patient income  
U. T. Medical Branch - Galveston: Educational and General Revenue Fund  
U. T. Medical Branch - Galveston Correctional Managed Care: Texas Department of Criminal Justice  
U. T. Health Science Center - Tyler: General Revenue Fund and patient income

Period: The initial term of this agreement is for a period of five years, commencing November 1, 2013, and continuing through October 31, 2018, including an option for three 12-month renewals subject to U. T. System Board of Regents' approval.

Description: The master agreement aggregates the demand for pharmaceutical products at the named institutions and leverages this demand to secure better supply terms than individual institutions could achieve.

This contract ordinarily would qualify for exemption from approval by the U. T. System Board of Regents under one or more Regents' Rules. Regents' Rule 10501, Section 2.2.7 exempts any purchase made under a group purchasing program that follows applicable statutory and regulatory standards. The U. T. System Executive Vice Chancellor for Health Affairs, however, requested that this contract be presented to the Board for approval because of the size of the anticipated contract amount.

53. Contract (funds going out) - U. T. Southwestern Medical Center: SPM Marketing and Communications, Inc.

Agency: SPM Marketing and Communications, Inc.

Funds: \$4,347,000

Period: September 1, 2013 through August 31, 2014  
Source of Funds: Designated Funds  
Description: SPM Marketing and Communications, Inc. will provide multimedia brand image campaign services

54. Contract (funds coming in) - U. T. Medical Branch - Galveston: Texas Department of State Health Services

Agency: Texas Department of State Health Services (TDSHS)  
Funds: \$4,215,400  
Period: November 1, 2013 through August 31, 2014  
Description: U. T. Medical Branch - Galveston to provide comprehensive preventative and primary medical care services to low-income Texas residents not eligible for Medicaid or other TDSHS programs

55. Approval of Dual Position of Honor, Trust, or Profit - U. T. Medical Branch - Galveston: Appointment by Governor Perry of Ben Raimer, M.D., Senior Vice President, Health Policy and Regulative Affairs, as Chair of the Health and Human Services Council

The following item has been approved by the Executive Vice Chancellor for Health Affairs in accordance with the Regents' *Rules and Regulations*, Rule 30103.

It has been determined that the holding of this office or position is of benefit to the State of Texas and The University of Texas, and there is no conflict between holding this position and the appointment with the University.

The Board is also asked to find that holding this position is of benefit to the State of Texas and the University, and that there is no conflict between the position and the University.

Name: Ben Raimer, M.D.  
Title: Senior Vice President, Health Policy and Regulative Affairs  
Position: Chair, Health and Human Services Council  
Period: November 18, 2013 through February 1, 2015  
Compensation: Per diem expenses only

Description: Governor Perry has appointed Dr. Raimer to the Health and Human Services Council to serve as Chair. The Health and Human Services Council helps develop policies and rules for the Texas Health and Human Services Commission and makes recommendations regarding the management and operation of the commission.

56. Appointments - U. T. Health Science Center - Houston: Amendment to the 2013-14 budget

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

<u>Description</u>	<u>Effective Date</u>	<u>% Time</u>	<u>Full-time Salary</u>		<u>RBC #</u>
			<u>No. Mos.</u>	<u>Rate \$</u>	
MEDICAL SCHOOL					
Department of Surgery, Division of General Surgery					
Assistant Professor					
Eric Haas, M.D.	4/1	100	12		N/A
Base Salary				533,333	
Supplement				192,000	
Augmentation				<u>106,667</u>	
Total Salary				832,000	
Clinical Incentive				<u>333,333</u>	
Total Compensation				<u>1,165,333</u>	
MEDICAL SCHOOL					
Department of Orthopaedic Surgery					
Associate Professor					
Kenneth B. Mathis, M.D.	6/1	100	12		N/A
Base Salary				1,000,000	
Supplement				0	
Augmentation				<u>200,000</u>	
Total Salary				1,200,000	
Clinical Incentive				0	
Total Compensation				<u>1,200,000</u>	

U. T. Health Science Center - Houston has determined and documented that the level of compensation for these appointments are at a level paid to similarly qualified people based on performance of comparable duties in the organization and in the market from which this position would normally be recruited, and will be paid from Designated Funds. An external market study for each appointment has been performed supporting this compensation level.



- 57. Emerita Appointment - U. T. Health Science Center - Houston: Appointment of Paula N. O'Neill from Professor to Professor Emerita in the School of Dentistry (RBC No. 5632) -- amendment to the 2013-14 budget
  
- 58. Other Matters - U. T. Health Science Center - Houston: Appointment and reappointment of Members of the Board of Directors of The University of Texas System Medical Foundation, Inc.

In accordance with the Articles of Incorporation, approval by the U. T. System Board of Regents is recommended for the following individuals from U. T. Health Science Center - Houston to the Board of Directors of The University of Texas System Medical Foundation, Inc.

Appointment Commencing January 1, 2014

<u>Name and Title</u>	<u>Term Expires</u>
Omotola Hope, M.D., Assistant Professor, Neurology - Clinical	December 31, 2014

Reappointments Commencing January 1, 2014

<u>Name and Title</u>	<u>Term Expires</u>
Keely G. Smith, M.D., Assistant Professor, Pediatrics - Clinical	December 31, 2014
Patricia M. Butler, M.D., Vice Dean for Educational Programs	December 31, 2014

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

The Bylaws and Articles of Incorporation of The University of Texas System Medical Foundation, Inc. provide that directors succeeding the initial directors shall be appointed by the U. T. System Board of Regents for terms of one year and provide that each director shall hold office until a successor has been appointed and qualified. Recommendations for appointment as follows: Dr. Butler, President; Dr. Smith, Vice President; and Dr. Hope, Secretary/Treasurer.

59. Lease - U. T. Health Science Center - San Antonio: Authorization to lease space from The Carrington Company, a California corporation, for a family medicine clinic

Description: Lease of approximately 11,334 square feet of medical office space at 3939 Medical Drive, San Antonio, Texas, for use as a family medicine clinic

Lessor: The Carrington Company, a California corporation

Term: The lease is estimated to commence on February 1, 2014, and the initial term is for a period of 66 months. U. T. Health Science Center - San Antonio has the option, exercisable in its discretion, to renew the lease for one five-year renewal term.

Lease Costs: \$816,048 in rent during the initial term. There is no rent due during the first six months of the term; during months 7 through 42, the rental rate is \$14 per square foot annually and during months 43 through 66, the rental rate is \$15 per square foot annually. Rent for the renewal option period will be \$935,055 (\$16.50 per square foot annually). In addition to the rent, U. T. Health Science Center - San Antonio will pay its pro rata share of operating expenses which, in 2014, are estimated to be \$7.31 per square foot annually. The Lessor is providing a tenant allowance of \$56,670 for improvements to the premises.

Source of Funds: Delivery System Reform Incentive Payment funds and clinic revenue

60. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Cardinal Health 110, Inc. and Cardinal Health 411, Inc., to provide full line wholesale pharmaceutical distribution services

Agency: Cardinal Health 110, Inc. and Cardinal Health 411, Inc.

Funds: This fifth amendment increases the cap amount of the contract to \$2,850,260,000

Sources of Funds: Hospital patient income

Period: Amendment 5 renews the agreement for an additional 36 months, through October 31, 2016

Description: Vendor provides full line wholesale pharmaceutical distribution services

The initial agreement and the first four amendments were not presented for approval to the U. T. System Board of Regents as they were determined to qualify for exemption under one or more Regents' Rules. Regents' Rule 10501, Section 2.2.7 exempts any

purchase made under a group purchasing program that follows applicable statutory and regulatory standards. The U. T. System Executive Vice Chancellor for Health Affairs, however, requested that this contract be presented to the Board for approval, because of the size of the anticipated contract amount.

61. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: PGA Tour, Inc. for marketing rights

Agency: PGA Tour, Inc.

Funds: Total cost of sponsorship and marketing rights under this agreement is estimated to be \$5,000,000

Source of Funds: Hospital patient income

Period: Three-year term beginning May 1, 2014

Description: PGA Tour, Inc. is the organizer of men's professional golf tournaments played in the United States. U. T. M. D. Anderson Cancer Center would like to enter into a sponsorship and marketing contract with PGA Tour, Inc. that would provide certain marketing rights in connection with the professional golf tournaments and media outlets operated and managed by PGA Tour, Inc.

U. T. M. D. Anderson Cancer Center is currently negotiating the terms of the marketing relationship, and requests:

- authorization to enter into a sponsorship and marketing contract with PGA Tour, Inc.; and
- delegation to the President of U. T. M. D. Anderson Cancer Center, following review and approval by the Chancellor, Executive Vice Chancellor for Health Affairs, Vice Chancellor for External Relations, and the Vice Chancellor and General Counsel, of authority to execute the contract and all associated documents and to take such other actions necessary to accomplish the transaction.

62. Report - U. T. Health Science Center - Tyler: See Item 52 on Page 357