



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

Committee and Board Meetings:
November 8-9, 2017
Austin, Texas

		Page
MEETING OF THE BOARD		
1.	Minutes - U. T. System Board of Regents : Approval of Minutes of the regular meeting held on August 23-24, 2017; and the special called meetings held on August 25, 2017 and September 18, 2017	218
2.	Lease - U. T. System : Authorization to lease approximately 5,951 square feet of space located at 919 Congress Avenue, Austin, Travis County, Texas, from 919 Congress Avenue, LLC, for office use by the Texas Medical and Dental Schools Application Service	218
AUDIT, COMPLIANCE, AND RISK MANAGEMENT COMMITTEE		
3.	Contract (funds going out) - U. T. System : Arthur J. Gallagher Risk Management Services, Inc. to provide risk management and insurance broker services	219
4.	Contract (funds going out) - U. T. System : Dissinger Reed, LLC to provide risk management and insurance broker services	219
5.	Contract (funds going out) - U. T. System : Aon Risk Services Southwest, Inc. to provide risk management and insurance broker services	220
6.	Contract (funds going out) - U. T. System : Willis of Texas, Inc. to provide risk management and insurance broker services	220
7.	Contract (funds going out) - U. T. System : Beecher Carlson Insurance Services, LLC to provide risk management and insurance broker services	221
8.	Contract (funds going out) - U. T. System : John L. Wortham & Son, L.P. to provide risk management and insurance broker services	221
9.	Contract (funds going out) - U. T. System : Anco Insurance Managers, Inc. to provide risk management and insurance broker services	222
10.	Contract (funds going out) - U. T. System : MARSH USA, Inc. to provide risk management and insurance broker services	222
11.	Contract (funds going out) - U. T. System : Southwest Special Risk Insurance to provide risk management and insurance broker services	223

FINANCE AND PLANNING COMMITTEE

- | | | |
|-----|---|------------|
| 12. | Resolution - U. T. System Board of Regents: Adoption of resolution to contract with Zurich American Insurance Company and affiliates, Schaumburg, Illinois, and to guarantee payments under Phase VII of The University of Texas System's Rolling Owner Controlled Insurance Program | 223 |
| 13. | Contract (funds going out) - U. T. System: Community Counseling Services Co., LLC to provide fundraising feasibility study and campaign consulting services for U. T. institutions | 224 |
| 14. | Contract (funds going out) - U. T. System: Community Counseling Services Co., LLC to provide extended strategic services to support advancement programs at U. T. institutions | 225 |
| 15. | Contract (funds going out) - U. T. System: Marts & Lundy, Inc. to provide fundraising feasibility study and campaign consulting services for U. T. institutions | 225 |
| 16. | Contract (funds going out) - U. T. System: Marts & Lundy, Inc. to provide extended strategic services to support advancement programs at U. T. institutions | 226 |
| 17. | Contract (funds going out) - U. T. System: Bentz Whaley Flessner and Associates to provide fundraising feasibility study and campaign consulting services for U. T. institutions | 227 |
| 18. | Contract (funds going out) - U. T. System: Bentz Whaley Flessner and Associates to provide extended strategic services to support advancement programs at U. T. institutions | 227 |
| 19. | Contract (funds going out) - U. T. System: Grenzebach Glier and Associates, Inc. to provide fundraising feasibility study and campaign consulting services for U. T. institutions | 228 |
| 20. | Contract (funds going out) - U. T. System: Grenzebach Glier and Associates, Inc. to provide extended strategic services to support advancement programs at U. T. institutions | 228 |
| 21. | Contract (funds going out) - U. T. System: Alexander Haas, Inc. to provide fundraising feasibility study and campaign consulting services for U. T. institutions | 229 |
| 22. | Contract (funds going out) - U. T. System: Bionomics, Inc. to provide low-level radioactive waste management services for U. T. institutions | 230 |
| 23. | Contract (funds going out) - U. T. System: Alvarez & Marsal Healthcare Industry Group, LLC to provide health care consulting services | 230 |
| 24. | Contract (funds going out) - U. T. System: Identify Theft Guard Solutions, Inc. to provide call center, breach notification, and credit monitoring services to U. T. System institutions | 231 |

	Page
25. Real Estate Report - U. T. System : Summary Report of Separately Invested Assets Managed by U. T. System	232
ACADEMIC AFFAIRS COMMITTEE	
26. Contract (funds coming in) - U. T. Arlington : To provide staff to assist the Texas Commission on Environmental Quality (TCEQ) Water Supply Division (WSD)	233
27. Request for Budget Change - U. T. Arlington : New Hires with Tenure -- amendment to the 2017-2018 budget	233
28. Contract (funds coming in) - U. T. Austin : Coca-Cola Southwest Beverages LLC will provide beverage vending machines on the U. T. Austin campus	234
29. Contract (funds coming in) - U. T. Austin : Bottling Group, LLC will provide beverage vending machines on the U. T. Austin campus	235
30. Interagency Agreement (funds coming in) - U. T. Austin : Interagency agreement between U. T. Austin and Texas Education Agency (OnRamps Program)	235
31. Contract (funds going out) - U. T. Austin : SpawGlass Contractors, Inc. to provide construction manager at risk services to campus facilities in conjunction with various Cockrell School of Engineering relocations	236
32. Foreign Contract (funds coming in) - U. T. Austin : Service Agreement for workshop conducted by the Cockrell School of Engineering's Texas Engineering Executive Education for Employees of Petrobras taking place in Austin	236
33. Request for Budget Change - U. T. Austin : New Hire with Tenure -- amendment to the 2016-2017 budget	237
34. Request for Budget Change - U. T. Austin : Approval of Emeritus Titles	237
35. Request for Budget Change - U. T. Austin : Transfer a total of \$19,000,000 from Provost – E&G Reserves – Provost – AUF – Allotment, Unallocated, and Reserve to Resource Management – Academic Space – Classroom Improvements – Plant Funds, Allocated for Budget (RBC No. 8701) -- amendment to the 2016-2017 budget	238
36. Employment Agreement - U. T. Austin : Approval of amendment to terms of Employment Agreement for Head Volleyball Coach Jerritt Elliott	238
37. Lease - U. T. Austin : Authorization to lease approximately 13,000 square feet of space located in the East Campus Parking Garage at 300 East Martin Luther King Jr. Boulevard, Austin, Travis County, Texas, to yet-to-be-determined lessees for commercial and retail use	240

	Page
38. Other Matters - U. T. Austin : Request for Approval of Action Related to Participation Among U. T. Austin, The Travis County Healthcare District, dba Central Health, and Ascension Health Texas, dba Seton Healthcare Family, to establish and support an Innovation Zone in an area that includes the U. T. Austin Dell Medical School and the Dell Seton Medical Center at The University of Texas through a new joint initiative, Capital City Innovation, Incorporated, a Texas nonprofit organization	241
39. Request for Budget Change - U. T. Dallas : Approval of Emeritus Title	242
40. Request for Budget Change - U. T. El Paso : Tenure Appointment -- amendment to the 2017-2018 budget	243
41. Employment Agreement - U. T. El Paso : Approval of terms of Employment Agreement for new Head Women's Basketball Coach Kevin Baker	244
42. Lease - U. T. El Paso : Authorization to lease approximately 21,800 square feet of space for the University Bookstore located at 2201 Sun Bowl Drive and two ancillary locations in El Paso, El Paso County, Texas, to Follett Higher Education Group, Inc., for the operation of a campus bookstore	245
43. Request for Budget Change - U. T. Rio Grande Valley : Approval of Emeritus Titles	246
44. Lease - U. T. Rio Grande Valley : Authorization to add and subtract premises and further extend the term of leased space located at 80 Fort Brown Road, Brownsville, Cameron County, Texas, on the Texas Southmost College campus, from the Texas Southmost College District, for future programmed campus expansion, including administrative, office, classroom, laboratory, and ancillary uses	246
45. Lease - U. T. Rio Grande Valley : Authorization to lease approximately 6,200 square feet of space located in the University Library building and at athletic venues, on the campus at 1201 West University Drive, Edinburg, Hidalgo County, Texas, and approximately 15,800 square feet of space located at 2120 Gorgas Drive in Brownsville, Cameron County, Texas, to Follett Higher Education Group, Inc., for the operation of campus bookstores	247
46. Purchase - U. T. Rio Grande Valley : Authorization to purchase a one-story medical office building located at 614 Maco Drive, Harlingen, Cameron County, Texas, from Hilmy Family Properties, LTD, for future programmed campus expansion, including medical office and clinical use	248
47. Purchase - U. T. Rio Grande Valley : Authorization to purchase 2.45 acres of land and improvements at 451 East Alton Gloor Boulevard, Brownsville, Cameron County, Texas, from J. & M. Zamora Family L.P., for programmed campus expansion, including medical office and clinical use	248
48. Purchase - U. T. Rio Grande Valley : Authorization to purchase approximately 1.55 acres improved with a one-story medical and general office building located at 2802 Fountain Plaza Boulevard, Edinburg, Hidalgo County, Texas, from Ashley Fountain Group, Inc., for future programmed campus expansion, including office and clinical uses	249

	Page
49. Lease - U. T. San Antonio : Authorization to lease approximately 1,800 square feet of space and other facilities located at 23808 Resort Parkway, San Antonio, Bexar County, Texas, from SA Resort, LLLP, and to enter into a related player use agreement with Tournament Players Club of San Antonio, LLC, both for athletic use	250
HEALTH AFFAIRS COMMITTEE	
50. Contract (funds coming in) - U. T. Southwestern Medical Center : Amendment to agreement to provide professional pediatric anesthesiologist services to Anesthesiologists for Children	251
51. Contract (funds going out) - U. T. Southwestern Medical Center : Administrative Resource Options, Inc. will perform mail room and print shop services	251
52. Request for Budget Change - U. T. Southwestern Medical Center : New Hire with Tenure -- amendment to the 2017-2018 budget	252
53. Contract (funds coming in) - U. T. Medical Branch - Galveston : U. T. Medical Branch - Galveston will provide Correctional Managed Health Care Services to offenders in units operated by the Texas Department of Criminal Justice (TDCJ)	252
54. Interagency Agreement (funds coming in) - U. T. Medical Branch - Galveston : Interagency agreement with Texas Tech University Health Sciences Center (TTUHSC) to provide pharmaceutical procurement and dispensing services for Texas Department of Criminal Justice (TDCJ) facilities that TTUHSC operates	253
55. Contract (funds going out) - U. T. Medical Branch - Galveston : Diamond Pharmacy Services to provide comprehensive pharmacy services to private jails	253
56. Contract (funds going out) - U. T. Medical Branch - Galveston : First DataBank to provide a pharmacy database to U. T. Medical Branch - Galveston	254
57. Request for Budget Change - U. T. Medical Branch - Galveston : Approval of Emeritus Titles	254
58. Lease - U. T. Medical Branch - Galveston : Authorization to expand and extend the lease of space at 2660 Gulf Freeway South, City of League City, Galveston County, Texas from IA LEAGUE CITY VICTORY LAKES LIMITED PARTNERSHIP, for clinical and educational uses	255
59. Contract (funds going out) - U. T. Health Science Center - Houston : Groome Transportation of Texas, Inc. to perform shuttle bus services for UT Health students and staff	256
60. Request for Budget Change - U. T. Health Science Center - Houston : Approval of Emeritus Titles	256
61. Contract (funds going out) - U. T. Health Science Center - San Antonio : Louis Communication to provide marketing and advertising services to promote UT Health San Antonio brand and missions	256

	Page
62. Request for Budget Change - U. T. Health Science Center - San Antonio : Approval of Emeritus Title	257
63. Contract (funds going out) - U. T. M. D. Anderson Cancer Center : Cardinal Health 105, Inc. will accept and process purchase orders from U. T. M. D. Anderson Cancer Center for T-cell therapy products	257
64. Employment Agreement - U. T. M. D. Anderson Cancer Center : Approval of terms of Employment Agreement with Peter William Theodor Pisters, M.D., MHCM, CPE, FACHE, FACS, as President of U. T. M. D. Anderson Cancer Center	258
65. Contract (funds coming in) - U. T. Health Science Center - Tyler : Second amendment to reimbursement contract with the Texas Department of State Health Services to provide mental health services	262

FACILITIES PLANNING AND CONSTRUCTION COMMITTEE

66. Contract (funds going out) - U. T. System : Hill International, Inc. to perform miscellaneous technical support and construction inspection services	262
---	------------

MEETING OF THE BOARD

1. Minutes - U. T. System Board of Regents: Approval of Minutes of the regular meeting held on August 23-24, 2017; and the special called meetings held on August 25, 2017 and September 18, 2017
2. Lease - U. T. System: Authorization to lease approximately 5,951 square feet of space located at 919 Congress Avenue, Austin, Travis County, Texas, from 919 Congress Avenue, LLC, for office use by the Texas Medical and Dental Schools Application Service

Description:	Lease of approximately 5,951 square feet of space located at 919 Congress Avenue, Austin, Travis County, Texas, for office use. The Texas Medical and Dental Schools Application Service (TMDSAS) is currently located in this space under a short-term lease and requests authorization to remain in the space under a long-term lease agreement. TMDSAS acts as a centralized admissions office for all public medical and dental schools in Texas.
Lessor:	919 Congress Avenue, LLC, a Delaware limited liability company
Term:	120 months commencing on January 1, 2018 and continuing through December 31, 2028, with one five-year option to renew at the Tenant's sole discretion. The original lease began on April 25, 2014.
Lease Cost:	Annual base rent is \$169,604 (\$28.50 per square foot), escalating by \$1 per square foot annually for a total of \$1,908,039 over the initial term of the lease. Initial annual operating expenses are estimated to be \$129,196. Base rent for the renewal term will be based on then fair market value rental rates.
Tenant Improvements:	The space was renovated, in August 2017, at the Landlord's expense. Landlord will provide a tenant improvement allowance in the amount of \$53,559 (\$9 per square foot) to be used at the Tenant's discretion in year six of the lease term.
Total Projected Cost:	The total cost of the lease over a 15-year term is estimated to be approximately \$8,800,000.

AUDIT, COMPLIANCE, AND RISK MANAGEMENT COMMITTEE

3. Contract (funds going out) - U. T. System: Arthur J. Gallagher Risk Management Services, Inc. to provide risk management and insurance broker services

Agency: Arthur J. Gallagher Risk Management Services, Inc.

Funds: Anticipated total cost may exceed \$1,000,000 over the term of the contract

Period: September 1, 2017 through August 31, 2020, with an option to renew for two additional one-year terms

Description: Arthur J. Gallagher Risk Management Services, Inc. will provide risk management and insurance broker services on an as-needed basis. U. T. System Administration uses a panel of brokers to provide brokerage, insurance placement, claims advocacy, and risk management services. This contract was competitively bid.

4. Contract (funds going out) - U. T. System: Dissinger Reed, LLC to provide risk management and insurance broker services

Agency: Dissinger Reed, LLC

Funds: Anticipated total cost may exceed \$1,000,000 over the term of the contract

Period: September 1, 2017 through August 31, 2020, with an option to renew for two additional one-year terms

Description: Dissinger Reed, LLC will provide risk management and insurance broker services on an as-needed basis. U. T. System Administration uses a panel of brokers to provide brokerage, insurance placement, claims advocacy, and risk management services. This contract was competitively bid.

5. Contract (funds going out) - U. T. System: Aon Risk Services Southwest, Inc. to provide risk management and insurance broker services

Agency: Aon Risk Services Southwest, Inc.

Funds: Anticipated total cost may exceed \$1,000,000 over the term of the contract

Period: September 1, 2017 through August 31, 2020, with an option to renew for two additional one-year terms

Description: Aon Risk Services Southwest, Inc. will provide risk management and insurance broker services on an as-needed basis. U. T. System Administration uses a panel of brokers to provide brokerage, insurance placement, claims advocacy, and risk management services. This contract was competitively bid.

6. Contract (funds going out) - U. T. System: Willis of Texas, Inc. to provide risk management and insurance broker services

Agency: Willis of Texas, Inc.

Funds: Anticipated total cost may exceed \$1,000,000 over the term of the contract

Period: September 1, 2017 through August 31, 2020, with an option to renew for two additional one-year terms

Description: Willis of Texas, Inc. will provide risk management and insurance broker services on an as-needed basis. U. T. System Administration uses a panel of brokers to provide brokerage, insurance placement, claims advocacy, and risk management services. This contract was competitively bid.

7. Contract (funds going out) - U. T. System: Beecher Carlson Insurance Services, LLC to provide risk management and insurance broker services

Agency: Beecher Carlson Insurance Services, LLC

Funds: Anticipated total cost may exceed \$1,000,000 over the term of the contract

Period: September 1, 2017 through August 31, 2020, with an option to renew for two additional one-year terms

Description: Beecher Carlson Insurance Services, LLC will provide risk management and insurance broker services on an as-needed basis. U. T. System Administration uses a panel of brokers to provide brokerage, insurance placement, claims advocacy, and risk management services. This contract was competitively bid.

8. Contract (funds going out) - U. T. System: John L. Wortham & Son, L.P. to provide risk management and insurance broker services

Agency: John L. Wortham & Son, L.P.

Funds: Anticipated total cost may exceed \$1,000,000 over the term of the contract

Period: September 1, 2017 through August 31, 2020, with an option to renew for two additional one-year terms

Description: John L. Wortham & Son, L.P. will provide risk management and insurance broker services on an as-needed basis. U. T. System Administration uses a panel of brokers to provide brokerage, insurance placement, claims advocacy, and risk management services. This contract was competitively bid.

9. Contract (funds going out) - U. T. System: Anco Insurance Managers, Inc. to provide risk management and insurance broker services

Agency: Anco Insurance Managers, Inc.

Funds: Anticipated total cost may exceed \$1,000,000 over the term of the contract

Period: September 1, 2017 through August 31, 2020, with an option to renew for two additional one-year terms

Description: Anco Insurance Managers, Inc. will provide risk management and insurance broker services on an as-needed basis. U. T. System Administration uses a panel of brokers to provide brokerage, insurance placement, claims advocacy, and risk management services. This contract was competitively bid.

10. Contract (funds going out) - U. T. System: MARSH USA, Inc. to provide risk management and insurance broker services

Agency: MARSH USA, Inc.

Funds: Anticipated total cost may exceed \$1,000,000 over the term of the contract

Period: September 1, 2017 through August 31, 2020, with an option to renew for two additional one-year terms

Description: MARSH USA, Inc. will provide risk management and insurance broker services on an as-needed basis. U. T. System Administration uses a panel of brokers to provide brokerage, insurance placement, claims advocacy, and risk management services. This contract was competitively bid.

11. Contract (funds going out) - U. T. System: Southwest Special Risk Insurance to provide risk management and insurance broker services

Agency: Southwest Special Risk Insurance

Funds: Anticipated total cost may exceed \$1,000,000 over the term of the contract

Period: September 1, 2017 through August 31, 2020, with an option to renew for two additional one-year terms

Description: Southwest Special Risk Insurance will provide risk management and insurance broker services on an as-needed basis. U. T. System Administration uses a panel of brokers to provide brokerage, insurance placement, claims advocacy, and risk management services. This contract was competitively bid.

FINANCE AND PLANNING COMMITTEE

12. Resolution - U. T. System Board of Regents: Adoption of resolution to contract with Zurich American Insurance Company and affiliates, Schaumburg, Illinois, and to guarantee payments under Phase VII of The University of Texas System's Rolling Owner Controlled Insurance Program

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Business Affairs, and the Executive Vice Chancellor for Health Affairs that the resolution to contract with Zurich American Insurance Company and affiliates, Schaumburg, Illinois, to guarantee payments under Phase VII of The University of Texas System's Rolling Owner Controlled Insurance Program (ROCIP), be adopted as set forth below:

RESOLUTION

WHEREAS, Zurich American Insurance Company and affiliates (Zurich), will insure The University of Texas System (U. T. System) and other persons under Phase VII of a Rolling Owner Controlled Insurance Program (ROCIP) for various construction projects managed by the Office of Facilities Planning and Construction or by a U. T. System institution in certain, pre-approved circumstances;

WHEREAS, Pursuant to this ROCIP, Zurich will issue one or more workers' compensation insurance policies and comprehensive general liability insurance policies that contain deductibles of \$250,000 per claim subject to a maximum of \$375,000 per occurrence that include allocated costs and indemnity payments; however, such deductibles are subject to a minimum aggregate limit based on \$3,000,000,000 in construction value at a rate of \$7.33 per \$1,000 of construction value; and

WHEREAS, The Board of Regents of U. T. System understands and agrees that this large deductible ROCIP requires the prompt reimbursement of sums advanced by Zurich to adjust or pay claims within the deductibles, and the Board desires to guaranty to Zurich the prompt reimbursement of the deductibles for the ROCIP;

NOW THEREFORE, BE IT RESOLVED, That the Board hereby guarantees to Zurich the prompt repayment of the sums advanced by Zurich to adjust or pay claims within the deductibles for the ROCIP, subject to the aggregate deductible limit for the Program. This guaranty shall remain fully binding although Zurich may waive one or more defaults of the insured or fail to exercise any rights against the insured or modify one or more terms of the ROCIP as required by law or with the consent of U. T. System; and, be it further

RESOLVED, That the Board represents and warrants to Zurich that the funds necessary to reimburse Zurich for the aggregate deductible liability of the insured for the ROCIP are included in the appropriations for the various construction projects heretofore approved by the Board.

The resolution, which will be provided in lieu of a letter of credit, trust agreement, or cash, provides Zurich with assurances necessary to complete the ROCIP Phase VII program.

13. Contract (funds going out) - U. T. System: Community Counseling Services Co., LLC to provide fundraising feasibility study and campaign consulting services for U. T. institutions

Agency:	Community Counseling Services Co., LLC
Funds:	To be paid by U. T. institutions requesting services under this agreement
Period:	June 21, 2017 through June 20, 2022
Description:	<p>This non-exclusive Systemwide agreement allows each U. T. institution to obtain services on an as-needed basis through a Project Addendum that will designate the project scope of work, schedule, and fees. Services may include feasibility studies, planning studies, campaign fundraising, and related services.</p> <p>The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Section 3.1.1 of Regents' Rule 10501. As a result, the U. T. System Office of External Relations will closely monitor the spend by the institutions over the life of the agreement. This contract was competitively procured.</p>

14. Contract (funds going out) - U. T. System: Community Counseling Services Co., LLC to provide extended strategic services to support advancement programs at U. T. institutions

Agency: Community Counseling Services Co., LLC

Funds: To be paid by U. T. institutions requesting services under this agreement

Period: June 21, 2017 through June 20, 2022

Description: This non-exclusive Systemwide agreement allows each U. T. institution to obtain services on an as-needed basis through a Project Addendum that will designate the project scope of work, schedule, and fees. Services may include annual giving programs; alumni and constituent relations; gift planning; advancement services; strategic planning and organizational structure; and professional training and development.

The agreement has unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Section 3.1.1. of Regents' Rule 10501. As a result, the U. T. System Office of External Relations will closely monitor the spend by the institutions over the life of the agreement. This contract was competitively procured.

15. Contract (funds going out) - U. T. System: Marts & Lundy, Inc. to provide fundraising feasibility study and campaign consulting services for U. T. institutions

Agency: Marts & Lundy, Inc.

Funds: To be paid by U. T. institutions requesting services under the agreement

Period: June 21, 2017 through June 20, 2022

Description: This non-exclusive Systemwide agreement allows each U. T. institution to obtain services on an as-needed basis through a Project Addendum that will designate the project scope of work, schedule, and fees. Services may include feasibility studies, planning studies, campaign fundraising, and related services.

The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Section 3.1.1 of Regents' Rule 10501. As a result, the U. T. System Office of External Relations will closely monitor the spend by the institutions over the life of the agreement. This contract was competitively procured.

16. Contract (funds going out) - U. T. System: Marts & Lundy, Inc. to provide extended strategic services to support advancement programs at U. T. institutions

Agency: Marts & Lundy, Inc.

Funds: To be paid by U. T. institutions requesting services under the agreement

Period: June 14, 2017 through June 13, 2022

Description: This non-exclusive Systemwide agreement allows each U. T. institution to obtain services on an as-needed basis through a Project Addendum that will designate the project scope of work, schedule, and fees. Services may include annual giving programs; alumni and constituent relations; gift planning; advancement services; strategic planning and organizational structure; and professional training and development.

The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Section 3.1.1 of Regents' Rule 10501. As a result, the U. T. System Office of External Relations will closely monitor the spend by the institutions over the life of the agreement. This contract was competitively procured.

17. Contract (funds going out) - U. T. System: Bentz Whaley Flessner and Associates to provide fundraising feasibility study and campaign consulting services for U. T. institutions

Agency: Bentz Whaley Flessner and Associates

Funds: To be paid by U. T. institutions requesting services under the agreement

Period: June 8, 2017 through June 7, 2022

Description: This non-exclusive Systemwide agreement allows each U. T. institution to obtain services on an as-needed basis through a Project Addendum that will designate the project scope of work, schedule, and fees. Services may include feasibility studies, planning studies, campaign fundraising, and related services.

The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Section 3.1.1 of Regents' Rule 10501. As a result, the U. T. System Office of External Relations will closely monitor the spend by the institutions over the life of the agreement. This contract was competitively procured.

18. Contract (funds going out) - U. T. System: Bentz Whaley Flessner and Associates to provide extended strategic services to support advancement programs at U. T. institutions

Agency: Bentz Whaley Flessner and Associates

Funds: To be paid by U. T. institutions requesting services under the agreement

Period: June 6, 2017 through June 5, 2022

Description: This non-exclusive Systemwide agreement allows each U. T. institution to obtain services on an as-needed basis through a Project Addendum that will designate the project scope of work, schedule, and fees. Services may include annual giving programs; alumni and constituent relations; gift planning; advancement services; strategic planning and organizational structure; and professional training and development.

The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Section 3.1.1 of Regents' Rule 10501. As a result, the U. T. System Office of External Relations will closely monitor the spend by the institutions over the life of the agreement. This contract was competitively procured.

19. Contract (funds going out) - U. T. System: Grenzebach Glier and Associates, Inc. to provide fundraising feasibility study and campaign consulting services for U. T. institutions

Agency: Grenzebach Glier and Associates, Inc.

Funds: To be paid by U. T. institutions requesting services under the agreement

Period: June 6, 2017 through June 5, 2022

Description: This non-exclusive Systemwide agreement allows each U. T. institution to obtain services on an as-needed basis through a Project Addendum that will designate the project scope of work, schedule, and fees. Services may include feasibility studies, planning studies, campaign fundraising, and related services.

The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Section 3.1.1 of Regents' Rule 10501. As a result, the U. T. System Office of External Relations will closely monitor the spend by the institutions over the life of the agreement. This contract was competitively procured.

20. Contract (funds going out) - U. T. System: Grenzebach Glier and Associates, Inc. to provide extended strategic services to support advancement programs at U. T. institutions

Agency: Grenzebach Glier and Associates, Inc.

Funds: To be paid by U. T. institutions requesting services under the agreement

Period: June 21, 2017 through June 20, 2022

Description: This non-exclusive Systemwide agreement allows each U. T. institution to obtain services on an as-needed basis through a Project Addendum that will designate the project scope of work, schedule, and fees. Services may include annual giving programs; alumni and constituent relations; gift planning; advancement services; strategic planning and organizational structure; and professional training and development.

The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Section 3.1.1 of Regents' Rule 10501. As a result, the U. T. System Office of External Relations will closely monitor the spend by the institutions over the life of the agreement. This contract was competitively procured.

21. Contract (funds going out) - U. T. System: Alexander Haas, Inc. to provide fundraising feasibility study and campaign consulting services for U. T. institutions

Agency: Alexander Haas, Inc.

Funds: To be paid by U. T. institutions requesting services under the agreement

Period: June 6, 2017 through June 5, 2022

Description: This non-exclusive Systemwide agreement allows each U. T. institution to obtain services on an as-needed basis through a Project Addendum that will designate the project scope of work, schedule, and fees. Services may include feasibility studies, planning studies, campaign fundraising, and related services.

The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Section 3.1.1 of Regents' Rule 10501. As a result, the U. T. System Office of External Relations will closely monitor the spend by the institutions over the life of the agreement. This contract was competitively procured.

22. Contract (funds going out) - U. T. System: Bionomics, Inc. to provide low-level radioactive waste management services for U. T. institutions

Agency: Bionomics, Inc.

Funds: To be paid by U. T. institutions requesting services under this Agreement. Services under this agreement may be requested by any U. T. institution; therefore, it is possible the value may exceed \$1,000,000 over the potential five-year term. U. T. System has the right to renew for four additional one-year periods.

Period: Initial term: September 1, 2017 through August 31, 2018

Description: This non-exclusive Systemwide agreement allows each U. T. institution to request low-level radioactive waste disposal services (including packaging, marking, placarding, handling, transportation, treatment, disposal, minimization, and other related services). This contract was competitively procured.

23. Contract (funds going out) - U. T. System: Alvarez & Marsal Healthcare Industry Group, LLC to provide health care consulting services

Agency: Alvarez & Marsal Healthcare Industry Group, LLC

Funds: Anticipated total cost may exceed \$1,000,000 over the life of the contract

Source of Funds: Available University Funds and various other funds

Period: August 1, 2017 through July 31, 2022

Description: Alvarez & Marsal Healthcare Industry Group, LLC will provide health care consulting services related to health care opportunities and potential transactions for U. T. System Administration and the U. T. institutions. The services include health care advising and consulting services relating the opportunities and potential transactions; assistance in evaluation, valuation, and negotiation of health care opportunities, development of new lines of business, potential partnership opportunities, and other transactions; and assistance in the start-up phases of health care opportunities, business lines, partnership opportunities, and other transactions. This contract was competitively bid.

24. Contract (funds going out) - U. T. System: Identify Theft Guard Solutions, Inc. to provide call center, breach notification, and credit monitoring services to U. T. institutions

Agency: Identify Theft Guard Solutions, Inc., dba ID Experts

Funds: To be paid by U. T. institutions requesting services under this agreement. Anticipated value of all services obtained under this agreement may exceed \$1,000,000 over the potential term of this agreement.

Period: Initial Term: August 1, 2017 through July 31, 2020, with the right to renew for two additional one-year periods

Description: This non-exclusive Systemwide agreement allows each U. T. institution to obtain call center, breach notification, and credit monitoring services on an as-requested basis. This agreement was competitively bid.

25. 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, 2017**

	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 05/31/2017	\$ 2,035,558	\$ 17,475,919	\$ 96,906,348	\$ 258,877,809	\$ 717,835	\$ 1,590,056	\$ 99,659,741	\$ 277,943,784
Increase or Decrease	(369,498)	(7,772,753)	437,134	(13,113,971)	(464,565)	(1,201,770)	(369,929)	(22,088,494)
Ending Value 08/31/2017	\$ 1,666,060	\$ 9,703,166	\$ 97,343,482	\$ 245,763,838	\$ 253,270	\$ 388,286	\$ 99,262,812	\$ 255,855,290
Other Real Estate:								
Ending Value 05/31/2017	\$ 4	\$ 4	\$ 6	\$ 6	\$ -	\$ -	\$ 10	\$ 10
Increase or Decrease	-	-	-	-	-	-	-	-
Ending Value 08/31/2017	\$ 4	\$ 4	\$ 6	\$ 6	\$ -	\$ -	\$ 10	\$ 10

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

26. Contract (funds coming in) - U. T. Arlington: To provide staff to assist the Texas Commission on Environmental Quality (TCEQ) Water Supply Division (WSD)

Agency: Texas Commission on Environmental Quality (TCEQ)

Funds: First amendment to existing contract for an additional \$1,700,000; bringing the total to \$3,700,000

Period: September 1, 2017 through August 31, 2018

Description: U. T. Arlington will provide staff to assist the TCEQ Water Supply Division (WSD) with administrative and technical support, data management, and reporting for the State’s implementation of the Federal Safe Drinking Water Act.

27. Request for Budget Change - U. T. Arlington: New Hires with Tenure -- amendment to the 2017-2018 budget

The following Requests for Budget Change (RBC) 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:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
College of Education					
Educational Leadership and Policy Studies					
Chair and Professor					
Mario Martinez (T)	1/2-8/31	100	12	130,000	8744
College of Nursing and Health Innovation					
Nursing					
Professor					
Yan Xiao (T)	10/1-8/31	100	09	157,000	8748

28. Contract (funds coming in) - U. T. Austin: Coca-Cola Southwest Beverages LLC will provide beverage vending machines on the U. T. Austin campus

Agency: Coca-Cola Southwest Beverages LLC

Funds: U. T. Austin will receive a royalty in the amount of 30-35% of gross revenue from the sale of various products, and an annual sponsorship payment of \$132,000

Period: Initial Term: begins on the later of December 1, 2017, or the date approved by the Board and expires December 31, 2021

Renewal Terms: upon mutual agreement, this contract may be extended for two additional three-year periods

Description: Non-exclusive vending machine agreement for Coca Cola to sell carbonated and non-carbonated beverages, bottled water, sports drinks, isotonic beverages, and fruit juices in machines located throughout campus. Coca-Cola will have up to 55% of the total number of beverage vending machines operated on campus.

In accordance with *Texas Education Code* Section 51.945, students of U. T. Austin were provided with a reasonable opportunity to appear before a committee that determined that this food service provider should be selected by U. T. Austin.

29. Contract (funds coming in) - U. T. Austin: Bottling Group, LLC will provide beverage vending machines on the U. T. Austin campus

Agency: Bottling Group, LLC

Funds: Royalty in the amount of 35% of gross receipts and an annual support fund payment of \$119,000

Period: Initial Term: December 1, 2017 through December 31, 2021
U. T. Austin has the right to renew for two additional three-year periods

Description: Non-exclusive vending machine agreement for Bottling Group, LLC to sell carbonated and non-carbonated beverages, bottled water, sports drinks, isotonic beverages, and fruit juices in machines located throughout campus. Bottling Group, LLC will have up to 45% of the total number of beverage vending machines operated on campus.

In accordance with *Texas Education Code* Section 51.945, the students of U. T. Austin were provided with a reasonable opportunity to appear before a committee that determined that this food service provider should be selected by U. T. Austin.

30. Interagency Agreement (funds coming in) - U. T. Austin: Interagency agreement between U. T. Austin and Texas Education Agency (OnRamps Program)

Agency: Texas Education Agency

Funds: \$4,000,000

Period: September 1, 2017 to August 31, 2019

Description: OnRamps Program will be providing numerous dual credit courses to high school students throughout Texas. The teachers will be provided professional development by U. T. Austin in order to teach the dual credit courses.

31. Contract (funds going out) - U. T. Austin: SpawGlass Contractors, Inc. to provide construction manager at risk services to campus facilities in conjunction with various Cockrell School of Engineering relocations

Agency: SpawGlass Contractors, Inc.

Funds: Initial estimated total is \$4,000,000 to \$5,000,000; additional phases are being developed

Period: June 9, 2017 through December 31, 2022, for services on an as-needed basis; contract is being brought forward for Board approval as expenditures will quickly reach the \$2,500,000 threshold

Description: SpawGlass Contractors, Inc. will perform construction manager at risk services, with individual projects varying in scope and size associated with relocation of various individual departments within the Cockrell School of Engineering. The initial project will be the relocation of Department of Aerospace Engineering and Engineering Mechanics, and related relocations of staff and faculty to various existing facilities. Additional projects will involve renovation and preparation of multiple existing and new buildings on campus. Services were competitively procured.

32. Foreign Contract (funds coming in) - U. T. Austin: Service Agreement for workshop conducted by the Cockrell School of Engineering's Texas Engineering Executive Education for Employees of Petrobras taking place in Austin

Agency: Petrobras, a Brazilian company in which the Brazilian government owns shares

Funds: \$260,000

Period: June 26, 2017 through August 25, 2017

Description: Texas Engineering Executive Education, a unit of the Cockrell School of Engineering, will provide educational workshops for employees of Petrobras, which is a Brazilian company in which the Brazilian government owns shares.

33. Request for Budget Change - U. T. Austin: New Hire with Tenure -- amendment to the 2016-2017 budget

The following Request for Budget Change (RBC) 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:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
Dell Medical School					
Department of Medicine					
Professor					
Elizabeth A. Jacobs (T)	8/2 - 8/31	100	12	310,000	8688

34. Request for Budget Change - U. T. Austin: Approval of Emeritus Titles

Mahmoud M. Al-Batal, from Professor to Professor Emeritus, Department of Middle Eastern Studies in the College of Liberal Arts (RBC No. 8690) -- amendment to the 2017-2018 budget

Gary D. Borich, from Professor to Professor Emeritus, Department of Educational Psychology in the College of Education (RBC No. 8689) -- amendment to the 2017-2018 budget

Lester L. Faigley, from Professor to Robert Adger Law and Thos. H. Law Centennial Professor Emeritus in Humanities, Department of Rhetoric and Writing in the College of Liberal Arts (RBC No. 8691) -- amendment to the 2017-2018 budget

Gary A. Kocurek, from Professor to J. Nalle Gregory Chair Emeritus in Sedimentary Geology, Department of Geological Sciences in Jackson School of Geosciences (RBC No. 8696) -- amendment to the 2017-2018 budget

Joan Lazarus, from Professor to Professor Emerita, Department of Theatre and Dance in the College of Fine Arts (RBC No. 8697) -- amendment to the 2017-2018 budget

Brian P. Levack, from Professor to John E. Green Regents Professor Emeritus in History and Distinguished Teaching Professor Emeritus, Department of History in the College of Liberal Arts (RBC No. 8692) -- amendment to the 2017-2018 budget

Delbert Tesar, from Professor to Carol Cockrell Curran Chair Emeritus in Engineering, Department of Mechanical Engineering in the Cockrell School of Engineering (RBC No. 8698) -- amendment to the 2017-2018 budget

- 35. Request for Budget Change - U. T. Austin: Transfer a total of \$19,000,000 from Provost – E&G Reserves – Provost – AUF – Allotment, Unallocated, and Reserve to Resource Management – Academic Space – Classroom Improvements – Plant Funds, Allocated for Budget (RBC No. 8701) -- amendment to the 2016-2017 budget

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

The following second amendment to Employment Agreement for the Head Volleyball Coach 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 Amendment is approved, total compensation for the contract period for Jerritt Elliott may be in excess of one million dollars. Such employment under the Agreement is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conferences of which U. T. Austin is a member, the Regents' *Rules and Regulations*, and the policies of U. T. Austin (Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12, Athletic Employment Agreements; and Rule 20204, Section 3, Board Approval). Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies will be grounds for suspension without pay and/or dismissal.

Item: Second Amendment to Employment Agreement for Head Volleyball Coach Jerritt Elliott

From: **Guaranteed compensation:**
 Annual Salary:
 Fiscal Year 2017-2018, \$262,000
 Fiscal Year 2018-2019, \$262,000

Annual Retention:
 Fiscal Year 2017-2018, \$20,000
 Fiscal Year 2018-2019; \$20,000

Automobile: \$7,500

Product Endorsement:
 Fiscal Year 2016-2017, \$65,000
 Fiscal Year 2017-2018, \$65,000
 Fiscal Year 2018-2019, \$65,000

Speaking Engagements Media : \$20,000

Nonguaranteed compensation:
 Sports Camps: as determined by Athletics Director
 Team Performance incentives: maximum of \$50,000 annually
 Coach of the Year (National and/or Big 12) award: maximum of \$7,000 annually

To: **Guaranteed compensation:**

Annual Salary:

Fiscal Year 2017-2018, \$307,500
Fiscal Year 2018-2019, \$317,500
Fiscal Year 2019-2020, \$327,500
Fiscal Year 2020-2021, \$337,500
Fiscal Year 2021-2022, \$347,500

Annual Retention:

Fiscal Year 2017-2018, \$ 20,000
Fiscal Year 2018-2019, \$20,000
Fiscal Year 2019-2020, \$20,000
Fiscal Year 2020-2021, \$20,000
Fiscal Year 2021-2022, \$20,000

Automobile: \$7,500

Product Endorsement:

Fiscal Year 2017-2018, \$75,000
Fiscal Year 2018-2019, \$75,000
Fiscal Year 2019-2020, \$75,000
Fiscal Year 2020-2021, \$75,000
Fiscal Year 2021-2022, \$75,000

Speaking Engagements Media : \$35,000

Nonguaranteed compensation:

Sports Camps: as determined by Athletics Director

Team Performance incentives: maximum of \$60,000 annually
Coach of the Year (National and/or Big 12) award: maximum
of \$12,000 annually

Guaranteed
Compensation
Percent Change: 56%

Nonguaranteed
Compensation
Change: 54%

Description: Amendment No. 2 to the Agreement for employment of Head
Volleyball Coach Jerritt Elliott

Period: September 1, 2017 to August 31, 2022

37. Lease - U. T. Austin: Authorization to lease approximately 13,000 square feet of space located in the East Campus Parking Garage at 300 East Martin Luther King Jr. Boulevard, Austin, Travis County, Texas, to yet-to-be-determined lessees for commercial and retail use

Description: Lease of vacant ground floor commercial space located in the East Campus Parking Garage at 300 East Martin Luther King Jr. Boulevard, to yet-to-be-determined lessees for commercial and retail use.

U. T. Austin is seeking authorization to enter into leases with to-be-determined lessees at market terms, with market concessions and for rental rates no less than the prevailing fair market rent as supported by independent appraisals or other evidence of value for comparable properties in Austin, Texas. The institution anticipates leasing approximately 13,000 rentable square feet of commercial space on the 1st floor.

U. T. Austin is seeking commercial retail tenants to serve the East Campus area and future Graduate Student Housing. The Lease Revenue calculations below reflect the entire commercial rentable area under one tenant and such calculations may proportionally adjust based on changes to the leased rentable area and final number of tenants.

Lessee(s): To-be-determined; the leased premises may be subdivided to accommodate up to six tenants

Lease Term: Based on market; lease terms for primary retail tenants are commonly 10 years, with up to two five-year extension options. Secondary tenants may consider five-year terms with one five-year extension.

Lease Income: Based on market; currently anticipated available space and market rent suggest estimated rent payable during an initial 10-year term totals approximately \$5,216,065 (initial base rent of \$26 per rentable square foot and currently estimated \$9 per rentable square foot in operating expenses, both escalating 3% per year).

The estimated rental rates are based on current comparable leases in central Austin, Texas. In addition to base rent, the lessees will each pay their proportionate shares of operating expenses attributable to their respective premises.

Improvements and Commissions

U. T. Austin will provide the lessees a market tenant improvement allowance, currently estimated in the aggregate amount of \$650,000 (\$50 per rentable square foot for the rentable area) to construct improvements in the premises. Each lessee will either (a) directly pay the cost of improvements that exceed their respective allowances or (b) at U. T. Austin's discretion, repay all or a portion of such excess costs as additional rent over the term of the lease. U. T. Austin will pay market commissions, currently anticipated to total between \$58,500 - \$273,000 (3% - 7% of the aggregate rent for a term between five and 10 years, with or without a co-broker) to brokers for services related to the marketing and leasing of the leased premises.

Estimated Total Revenue:

Approximately \$4,500,000

38. Other Matters - U. T. Austin: Request for Approval of Action Related to Participation Among U. T. Austin, The Travis County Healthcare District dba Central Health, and Ascension Health Texas dba Seton Healthcare Family to establish and support an Innovation Zone in an area that includes the U. T. Austin Dell Medical School and the Dell Seton Medical Center at The University of Texas through a new joint initiative, Capital City Innovation, Incorporated, a Texas nonprofit organization

The Chancellor concurs in the recommendation of the Deputy Chancellor, the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor and General Counsel, and President Fenves that the U. T. System Board of Regents approve the participation by U. T. Austin in the activities of Capital City Innovation, Incorporated, a Texas nonprofit corporation (the Corporation) that was formed and organized to further education, research, and innovation in Austin, Texas. It is further recommended that President Fenves or his delegate be authorized to expend an initial \$250,000 to fund the administrative infrastructure and personnel necessary to facilitate and support the development of an innovation zone in addition to other member contributions in the future as long as the Corporation meets the public purposes for U. T. Austin expressed in the Corporation's Bylaws. Such annual contribution may increase in future years and also may include, in part, in kind expenditures.

U. T. Austin, the Travis County Healthcare District (Central Health), and Ascension Health Texas dba Seton Healthcare Family (Seton) have a mutual interest in the development of a robust and dense entrepreneurial district in and around the U. T. Austin Dell Medical School and the Dell Seton Medical Center at the University of Texas and are the initial members of the Corporation. The Certificate of Formation was filed with the Office of the Secretary of State on March 14, 2016. A Certificate of Correction was filed April 15, 2016, correcting the membership of the initial members.

Each initial member appointed a representative to serve on the Board of Trustees as follows: Gregory L. Fenves (U. T. Austin), Patricia A. Young Brown (Central Health), and Jesús Garza (Seton). The Corporation, working with other interested stakeholders, will

develop a vision for and coordinate the development of a robust and dense entrepreneurial district (an innovation zone) that will run generally from the area of Martin Luther King, Jr. Boulevard on the campus of U. T. Austin on the North to Lady Bird Lake on the South and from I-35 on the East to Trinity Street on the West.

The entity is now ready to move forward with operations. An executive director has been hired and the possibility of additional members is being considered.

The success of the innovation zone is critical to the mission of Dell Medical School and U. T. Austin. It allows for dissemination of discoveries from U. T. Austin to flow to industry where they can be adequately capitalized and spread, and it advances the economic interests of U. T. Austin and the broader community by advancing new business opportunities. With a strong emphasis on health, it will target improvements in the health and well-being of Texans and others throughout the world. Through co-localization and specific catalytic programs, it will spur innovations based on U. T. Austin intellectual properties and identified needs, based on proven models in San Francisco, Silicon Valley, and Cambridge, Massachusetts. A collective entity like this will acknowledge the diversity of interests in its success.

39. Request for Budget Change - **U. T. Dallas**: Approval of Emeritus Title

Dr. David L. Ford, from Professor (T) to Professor Emeritus, Organizations, Strategy and International Management, in the Jindal School of Management (RBC No. 8757) -- amendment to the 2016-2017 budget

40. Request for Budget Change - U. T. El Paso: Tenure Appointment -- amendment to the 2017-2018 budget

The following Request for Budget Change (RBC) 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:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
Office of the Provost					
Provost and Vice President for Academic Affairs and Department of Economics and Finance Carol A. Parker					
From: Provost and Vice President for Academic Affairs		100	12	300,000	8679
To: Provost and Vice President for Academic Affairs / Professor (T)	11/1-8/31	100	12	300,000	
		0	09	134,000	

41. Employment Agreement - U. T. El Paso: Approval of terms of Employment Agreement for new Head Women's Basketball Coach Kevin Baker

The following Head Women's Basketball 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 compensation for the contract period for Kevin Baker 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 at El Paso is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at El Paso (Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12, Athletic Employment Agreements; and Rule 20204, Section 3, Board Approval). Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies will be grounds for suspension without pay and/or dismissal.

Item: Head Women's Basketball Coach Agreement for Kevin Baker

Proposed: **Guaranteed compensation:**

Annual Salary:

04/28/2017 - 08/31/2017 - \$240,000 annually (prorated)

FY 2017-18: \$240,000 annually*

FY 2018-19: \$240,000 annually*

FY 2019-20: \$240,000 annually*

FY 2020-21: \$240,000 annually*

FY 2021-22: \$240,000 annually*

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

Automobile: one dealer car

Social club membership: El Paso Country Club

Nonguaranteed compensation:

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

Performance Incentives: maximum \$460,000 annually

Description: Agreement for employment of Head Women's Basketball Coach Kevin Baker

Period: April 28, 2017 through August 31, 2022

42. Lease - U. T. El Paso: Authorization to lease approximately 21,800 square feet of space for the University Bookstore located at 2201 Sun Bowl Drive and two ancillary locations in El Paso, El Paso County, Texas, to Follett Higher Education Group, Inc., for the operation of a campus bookstore

Description: Lease of approximately 21,800 square feet of space; 20,000 square feet in the University Bookstore located at 2201 Sun Bowl Drive, and an additional 1,800 square feet to be leased during events at the Sun Bowl Stadium and Don Haskins Center in El Paso, El Paso County, Texas, for the operation of a campus bookstore. Lessee has operated a bookstore in these locations since 2006. The institution recently solicited competitive bids for a new operator and awarded the new contract to Follett Higher Education Group, Inc.

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

Term: 84 months commencing approximately January 1, 2018, with three one-year options to renew at the institution's sole discretion.

Lease Income: Annual base rent for the initial term is \$550,000 (\$25.23 per square foot), for a total base rental income of \$3,850,000 over the initial term of the lease. Lessee will pay Lessor annual percentage rent an amount ranging from 20% to 24% of annual gross sales, excluding sales of academic materials; furthermore, Lessor will receive a bonus on annual gross sales of non-academic materials, on a tiered schedule. Annual gross percentage rent is estimated to be \$339,763, based on historical sales data, for a total percentage rental income of approximately \$2,378,338 over the initial term. Lessee will be responsible for annual operating expenses, which are estimated to be \$38,666 during the first lease year. Lessee will pay a one-time cash contribution of \$250,000, to be amortized over the initial term of the lease.

Tenant Improvements: Lessee will contribute \$1,050,000 in improvements to the lease space, to be amortized over the initial term of the lease.

Total Lease Income: Over the initial and renewal terms, Lessee will pay to Lessor an estimated \$10,640,888 in base rent, percent rent, and operating expenses.

43. Request for Budget Change - U. T. Rio Grande Valley: Approval of Emeritus Titles

Martha Tevis, from Professor to Professor Emeritus, Department of Teaching and Learning in the College of Education and P-16 Integration (RBC No. 8763) -- amendment to the 2017-2018 budget

Ava Miller, from Professor to Professor Emeritus, School of Nursing in the College of Health Affairs (RBC No. 8764) -- amendment to the 2017-2018 budget

Guang-zhen Wang, from Professor to Professor Emeritus, Department of Sociology and Anthropology in the College of Liberal Arts (RBC No. 8792) -- amendment to the 2014-2015 budget

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

Description: Addition and subtraction of premises for a total of approximately 250,178 square feet of space from approximately 270,608 square feet currently, and further extension of the term of the lease of space located in various buildings and suites on the Texas Southmost College campus located at 80 Fort Brown Road, Brownsville, Cameron County, Texas, for administrative, office, classroom, laboratory, and ancillary uses. With the exception of the bookstore lease, the term of each space will be extended to expire on the same date. U. T. Rio Grande Valley has the need to add space due to lack of existing instructional space.

Lessor: Texas Southmost College District

Term: The lease term for each of the spaces for which approval is requested, including extension periods, will expire on August 31, 2021, with the exception of the bookstore lease, which will expire on July 15, 2022.

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

45. Lease - U. T. Rio Grande Valley: Authorization to lease approximately 6,200 square feet of space located in the University Library building and at athletic venues, on the campus at 1201 West University Drive, Edinburg, Hidalgo County, Texas, and approximately 15,800 square feet of space located at 2120 Gorgas Drive in Brownsville, Cameron County, Texas, to Follett Higher Education Group, Inc., for the operation of campus bookstores

Description:	Lease of approximately 6,200 square feet of space located in the University Library building and at athletic venues, on the campus at 1201 West University Drive, Edinburg, Hidalgo County, Texas, and approximately 15,800 square feet of space located at 2120 Gorgas Drive in Brownsville, Cameron County, Texas, for the operation of a campus bookstore. Lessee has operated a bookstore in these locations since 2015. The institution recently solicited competitive bids for a new operator and awarded the new contract to Follett Higher Education Group, Inc.
Lessee:	Follett Higher Education Group, Inc., an Illinois corporation
Term:	84 months commencing approximately July 15, 2015
Lease Income:	Annual base rent for the initial term will average approximately \$258,000 (\$11.73 per square foot), for a total base rental income of approximately \$1,806,250 over the initial term of the lease. Lessee will pay Lessor annual percentage rent in an amount based on break points ranging from 15% to 20% of annual gross sales, excluding sales of academic materials. Lessee will be responsible for annual operating expenses totaling \$455,000 over the lease term (\$65,000 annually). Lessee will pay a \$100,000 signing bonus to Lessor. Based on sales history, royalty payments for non-academic materials are estimated at \$250,000 per year.
Tenant Improvements:	Lessee will contribute \$450,000 in improvements to the lease spaces.
Total Lease Income:	Lessee will pay to Lessor approximately \$4,560,000 in base rent, tenant improvement contributions, operating expenses and estimated royalty payments on non-academic material.

46. Purchase - U. T. Rio Grande Valley: Authorization to purchase a one-story medical office building located at 614 Maco Drive, Harlingen, Cameron County, Texas, from Hilmy Family Properties, LTD, for future programmed campus expansion, including medical office and clinical use

Description: Purchase of approximately 0.69 of an acre, and improvements located at 614 Maco 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 purchase the property. The improvements consist of a 5,800 square foot one-story medical office and clinical use building, and related surface parking facilities. The medical practice located in the facility is joining U. T. Rio Grande Valley's medical school. The property will be used for future programmed campus expansion, including medical office and clinical uses.

Seller: Hilmy Family Properties, LTD, a Texas limited partnership

Purchase Price: Not to exceed fair market value as determined by an independent appraisal performed by Aguirre & Patterson, Inc.; appraisal confidential pursuant to *Texas Education Code* Section 51.951

47. Purchase - U. T. Rio Grande Valley: Authorization to purchase 2.45 acres of land and improvements at 451 East Alton Gloor Boulevard, Brownsville, Cameron County, Texas, from J. & M. Zamora Family L.P., for programmed campus expansion, including medical office and clinical use

Description: Purchase of approximately 2.45 acres, and improvements, 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 improvements consist of a 16,298 square foot, one-story medical office building. The institution has been leasing the building since 2013 for administrative office use. The administrative offices will be relocated and the property will be used for programmed campus expansion, including medical office and clinical use.

Seller: J. & M. Zamora Family, a Texas limited partnership

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

48. Purchase - U. T. Rio Grande Valley: Authorization to purchase approximately 1.55 acres improved with a one-story medical and general office building located at 2802 Fountain Plaza Boulevard, Edinburg, Hidalgo County, Texas, from Ashley Fountain Group, Inc., for future programmed campus expansion, including office and clinical uses

Description: Purchase approximately 1.55 acres improved with a one-story medical and general office building located at 2802 Fountain Plaza Blvd, Edinburg, Hidalgo 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 improvements consist of an 8,100 square foot one-story medical office and general office building, and related surface parking facilities. The property includes an adjacent vacant lot containing 0.74 of an acre. The property will be used for future programmed campus expansion, including medical office and educational use by the institution's doctorate program in clinical psychology. This property is located near Doctor's Hospital at Renaissance, U. T. Rio Grande Valley's primary teaching hospital, and about three miles from the institution's Edinburg campus.

Seller: Ashley Fountain Group, Inc., a Texas for-profit corporation

Purchase Price: Not to exceed fair market value as determined by an independent appraisal performed by Aguirre & Patterson, Inc.; appraisal confidential pursuant to *Texas Education Code* Section 51.951

49. Lease - U. T. San Antonio: Authorization to lease approximately 1,800 square feet of space and other facilities located at 23808 Resort Parkway, San Antonio, Bexar County, Texas, from SA Resort, LLLP, and to enter into a related player use agreement with Tournament Players Club of San Antonio, LLC, both for athletic use

Description: Lease of approximately 1,800 square feet of space and a to-be-built golf hitting bay facility located at the Tournament Players Club of San Antonio; 23808 Resort Parkway, San Antonio, Bexar County, Texas, for athletic use, initially by U. T. San Antonio's golf program. The leased space includes office and meeting space, as well a golf hitting bay training facility.

Lessor: SA Resort, LLLP, a Colorado limited liability partnership

Term: Initial Term of 120 months commencing on approximately January 1, 2018, and continuing through December 31, 2027, with two additional renewal options of five years each, both at the institution's sole discretion

Lease Cost: Annual gross rent during the initial term of the lease will be \$50,000, escalating by \$1,000 annually and totaling \$535,000 over the initial term. Lessor will be responsible for all operating expenses related to the lease space. U. T. San Antonio will be responsible for approximately \$40,000 in tenant improvement costs to build out offices for the coaches and a team room.

Should U. T. San Antonio exercise the renewal options, annual gross rent during the renewal term will begin at \$50,000, escalating by \$1,000 annually and totaling \$545,000 over both five-year renewal terms. Lessor will be responsible for operating expenses related to the golf hitting bay training facility during the renewal term.

Player Use Agreement: Agreement with Tournament Players Club of San Antonio, LLC, a Texas limited liability company and the operator of the Tournament Players Club of San Antonio, to provide U. T. San Antonio's NCAA golf program use of two golf courses, multiple practice areas, locker rooms, and other golf-related facilities.

Term of Player Use Agreement: Coterminous with Lease Agreement: Initial term of 120 months with two additional renewal options of five years each, both at the institution's sole discretion.

Player Use Agreement Cost: Use fees will be \$2,400 annually, per membership (with a minimum of 14 and a maximum of 20 memberships), for an estimated total of \$550,266 over the initial term of the agreement, based on 20 memberships. Use fees will be subject to annual escalations not to exceed 3%.

Should U. T. San Antonio exercise the renewal options, use fees will total \$739,512 over both five-year renewal terms.

Total Cost: Over the 20-year term, including both the initial and renewal terms, U. T. San Antonio will be responsible for approximately \$2,409,778. This total includes all rent and operating expenses due, payments for 20 memberships to access the golf facilities, and tenant improvements.

HEALTH AFFAIRS COMMITTEE

50. Contract (funds coming in) - U. T. Southwestern Medical Center: Amendment to agreement to provide professional pediatric anesthesiologist services to Anesthesiologists for Children

Agency: Anesthesiologists for Children, a Texas nonprofit corporation

Funds: \$17,815,000

Period: September 1, 2017 through August 31, 2018; sixth amendment to existing contract

Description: U. T. Southwestern Medical Center will provide professional pediatric anesthesiologist services.

51. Contract (funds going out) - U. T. Southwestern Medical Center: Administrative Resource Options, Inc. will perform mail room and print shop services

Agency: Administrative Resources Options, Inc.

Funds: \$4,976,447 for the initial term and renewal options

Period: September 15, 2017 through September 14, 2020, with two one-year option years

Description: Administrative Resources Options, Inc. will perform outsourced mail room and print shop services.

52. Request for Budget Change - U. T. Southwestern Medical Center: New Hire with Tenure -- amendment to the 2017-2018 budget

The following Request for Budget Change (RBC) has been administratively approved by 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 \$	
Southwestern Medical School					
Harold C. Simmons Comprehensive Cancer Center					
Professor and Director					
Carlos Arteaga (T)	9/1-8/31	100	12	700,000	8708

53. Contract (funds coming in) - U. T. Medical Branch - Galveston: U. T. Medical Branch - Galveston will provide Correctional Managed Health Care Services to offenders in units operated by the Texas Department of Criminal Justice (TDCJ)

Agency: Texas Department of Criminal Justice (TDCJ)

Funds: Approximately \$904,689,542

Period: September 1, 2017 through August 31, 2019

Description: U. T. Medical Branch - Galveston will provide Correctional Managed Health Care Services to offenders in units operated by TDCJ, through its own capabilities or by further subcontracting. Health care, among other aspects, includes medical services, dental services, and mental health services.

54. Interagency Agreement (funds coming in) - U. T. Medical Branch - Galveston: Interagency agreement with Texas Tech University Health Sciences Center (TTUHSC) to provide pharmaceutical procurement and dispensing services for Texas Department of Criminal Justice (TDCJ) facilities that TTUHSC operates

Agency: Texas Tech University Health Sciences Center (TTUHSC)

Funds: Approximately \$23,000,000 for two-year agreement (\$11,500,000 in FY2018 and \$11,500,000 in FY2019)

Period: September 1, 2017 through August 31, 2019

Description: U. T. Medical Branch - Galveston will provide certain pharmaceutical procurement and dispensing services for TTUHSC at TDCJ facilities for which TTUHSC is responsible. U. T. Medical Branch - Galveston agrees to provide required professional pharmacists to perform distributive functions and formulary management, and administrative and accounting services related to the performance of this agreement.

55. Contract (funds going out) - U. T. Medical Branch - Galveston: Diamond Pharmacy Services to provide comprehensive pharmacy services to private jails

Agency: Diamond Pharmacy Services

Funds: \$15,000,000 cap amount

Period: September 1, 2017 through August 31, 2020, with two 12-month renewal options

Description: Diamond Pharmacy Services will provide comprehensive off-site pharmacy services to U. T. Medical Branch - Galveston Correctional Managed Care contracted private jails managed by U. T. Medical Branch - Galveston Comprehensive Health Solutions. This contract will supply pharmaceuticals and supplies, which may include IV solutions, other health care products, and pharmacy supplies. These services were competitively procured.

56. Contract (funds going out) - U. T. Medical Branch - Galveston: First DataBank to provide a pharmacy database to U. T. Medical Branch - Galveston

Agency: First DataBank

Funds: \$3,200,000

Period: June 15, 2017 through October 31, 2019

Description: First DataBank has provided a pharmacy database (National Drug Datafile Software License) to U. T. Medical Branch - Galveston since November 1, 2004. The software database is loaded into Epic and is used for medication decision support. The Fourth Amendment will set a cap amount on the contract of \$3,200,000, and set a formal end date of October 31, 2019. The original contract was a sole source procurement. The agreement was not previously submitted for Board approval because the total contract amount was below the approval threshold.

57. Request for Budget Change - U. T. Medical Branch - Galveston: Approval of Emeritus Titles

Clifford Houston, from Professor to Professor Emeritus, Department of Microbiology and Immunology in the Graduate School of Biomedical Sciences (RBC No. 8656) -- amendment to the 2017-2018 budget

Martin Colman, from Professor to Chair Emeritus, Department of Radiation Oncology in the School of Medicine (RBC No. 8657) -- amendment to the 2017-2018 budget

58. Lease - U. T. Medical Branch - Galveston: Authorization to expand and extend the lease of space at 2660 Gulf Freeway South, City of League City, Galveston County, Texas from IA LEAGUE CITY VICTORY LAKES LIMITED PARTNERSHIP, for clinical and educational uses

Description: Expand and extend the lease of space located at 2660 Gulf Freeway South, City of League City, Galveston County, Texas, for clinical and educational uses. The institution proposes to expand the premises by approximately 42,000 contiguous square feet, expanding from the current approximately 45,400 square feet to a combined total of approximately 87,400 square feet. This facility offers clinical services in a rapidly growing area and has experienced strong demand.

Lessor: IA LEAGUE CITY VICTORY LAKES LIMITED PARTNERSHIP, an Illinois limited partnership

Term: The current premises 10-year lease term began in 2011, and was approved by the Board of Regents on November 11, 2010. U. T. Medical Branch proposes to extend this term of the original lease to be coterminous with the expansion premises, providing a term of 10 years commencing on September 1, 2018 and continuing through August 31, 2028. In addition, there are two options to renew for five years each, at the institution's sole discretion.

Incremental Lease Cost: Annual base rent for the expansion premises is initially approximately \$630,000 annually (\$15 per square foot), escalating after five years to \$693,000 annually (\$16.50 per square foot). Annual operating expenses are initially estimated to be \$5.50 per square foot. Base rent for each renewal term will be based on then fair market value rental rates.

Tenant Improvements: The Lessor will provide a tenant improvements allowance to U. T. Medical Branch of approximately \$1,890,000 (\$45 per square foot). The institution will pay for the cost of tenant improvements above that allowance, currently estimated at \$5,460,000.

Total Project Cost: Estimated at \$35,425,000

59. Contract (funds going out) - U. T. Health Science Center - Houston: Groome Transportation of Texas, Inc. to perform shuttle bus services for UT Health students and staff

Agency: Groome Transportation of Texas, Inc.

Funds: \$9,000,000

Period: September 1, 2017 through August 31, 2027

Description: Groome Transportation of Texas, Inc. was chosen, after responding to a Request For Proposals, to provide shuttle bus services on the UT Health campus.

60. Request for Budget Change - U. T. Health Science Center - Houston: Approval of Emeritus Titles

Kathleen A. Kennedy, from Professor to Professor Emeritus, Department of Pediatrics (Neonatology), McGovern Medical School (RBC No. 8717) -- amendment to the 2017-2018 budget

Beatrice J. Selwyn, from Associate Professor to Associate Professor Emeritus, Department of Epidemiology, Human Genetics and Environmental Sciences, School of Public Health (RBC No. 8718) -- amendment to the 2017-2018 budget

Deanna E. Grimes, from Professor to Professor Emeritus, School of Nursing (RBC No. 8719) -- amendment to the 2017-2018 budget

61. Contract (funds going out) - U. T. Health Science Center - San Antonio: Louis Communication to provide marketing and advertising services to promote UT Health San Antonio brand and missions

Agency: Lewis Communication

Funds: \$4,500,000 estimated

Period: August 7, 2017 through August 31, 2020

Description: Louis Communication will provide marketing and advertising services including television, outdoor, radio, and digital advertisements.

62. Request for Budget Change - U. T. Health Science Center - San Antonio: Approval of Emeritus Title

Linda Smith, from Professor to Professor Emeritus, Clinical Lab Science in the School of Health Professions (RBC No. 8706) -- amendment to the 2017-2018 budget

63. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Cardinal Health 105, Inc. will accept and process purchase orders from U. T. M. D. Anderson Cancer Center for T-cell therapy products

Agency: Cardinal Health 105, Inc.

Funds: The total cost of goods and services under this agreement, including all renewals, will not exceed \$563,750,000.

Source of Funds: Hospital patient income

Period: The term of this agreement will be for a period of 36 months, commencing on September 1, 2017, and continuing through August 31, 2020. The agreement includes the option for two 12-month renewals.

Description: Vendor will accept and process purchase orders from U. T. M. D. Anderson Cancer Center as well as invoicing, collections, maintenance of product pricing/terms and recall and complaint handling assistance for chimeric antigen receptor T-cell therapy products produced by Novartis Pharmaceuticals, Corporation and Kite Pharma, Inc. This agreement was acquired via an Exclusive Acquisition Justification.

64. Employment Agreement - U. T. M. D. Anderson Cancer Center: Approval of terms of Employment Agreement with Peter William Theodor Pisters, M.D., MHCM, CPE, FACHE, FACS, as President of U. T. M. D. Anderson Cancer Center

The following agreement has been approved by the Chancellor and Executive Vice Chancellor for Health Affairs, has been signed by Dr. Pisters, 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.

Title: President

Funds: \$1,845,000 annually

Period: Beginning December 1, 2017

Description: Agreement for employment of Dr. Peter Pisters as President of The University of Texas M. D. Anderson Cancer Center. The President reports to the Chancellor and will 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. During his Presidency, Dr. Pisters will hold an appointment as Professor, with Tenure, in the division of Surgical Oncology at U. T. M. D. Anderson without compensation. The employment agreement is on the following pages.



THE UNIVERSITY of TEXAS SYSTEM
FOURTEEN INSTITUTIONS. UNLIMITED POSSIBILITIES.

August 25, 2017

Peter William Theodor Pisters, M.D., MCHM, CPE, FACHE, FACS
[REDACTED]
[REDACTED]

Dear Dr. Pisters:

On behalf of the Board of Regents of The University of Texas System, it is my pleasure to offer you the position of President of The University of Texas M.D. Anderson Cancer Center, effective no later than January 1, 2018 and earlier if possible. Your annual salary rate as of that date will be \$1,439,100. You are entitled to other State-paid fringe benefits required to be provided to higher education employees by State law and for which you are eligible. Among these benefits are State-paid OASI, longevity pay, workers' compensation liability, insurance coverage, retirement, insurance premium sharing, and paid leave.

You will also receive a supplement from practice plan funds of \$405,900. The practice plan supplement is not eligible for retirement benefits. The total for your salary therefore will be \$1,845,000 annually.

Pursuant to the Regents' Rules and Regulations, Rule 20201, the presidents of The University of Texas health institutions are selected by the Board of Regents of The University of Texas System and serve without fixed term, subject to the pleasure of the Executive Vice Chancellor for Health Affairs and approval by the Chancellor and the Board of Regents. Also, your performance as President of U. T. MDACC will be evaluated in accordance with Rule 20201 and you will be asked to make a presentation to the Board on your vision and goals for U. T. MDACC within 12 to 18 months of taking office.

Additional elements of your compensation package are:

- a. You are eligible to participate in the Board of Regents' "Incentive Plan for The University of Texas System Presidents and System Administration Executive Officers" subject to the requirements and terms specified therein. The compensation earned from this incentive plan will vary depending on your attainment of certain specific performance goals.
- b. The cost of club membership(s) approved by the Executive Vice Chancellor for Health Affairs will be paid, including initial fees for joining the club and all properly documented and reasonable business-related expenses. All personal expenses, including the

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

portion of dues related to personal use, is calculated based on the personal expenses for that month as a percent of total expenses. That percentage is applied to the dues owed to determine the personal amount.

- c. Appointment as Professor, with term tenure conditional upon review and approval by the institutional committees and the Board of Regents, in the division of Surgical Oncology at U. T. MDACC, with a beginning rate of \$468,000. During your presidency, you will not be paid your salary as Professor. When your administrative appointment as President ends you will be entitled to return to your tenured faculty position as professor, consistent with Regents' Rule 31007, which governs tenured appointments at U. T. MDACC, and to be compensated at your academic salary rate. *Texas Education Code*, Section 51.948, states that if a university administrator is reassigned to a faculty or other position at the institution, the institution cannot pay that person a salary that exceeds the salary of other persons with similar qualifications performing similar duties.
- d. State law allows the granting of a development leave at the individual's academic salary rate for one academic year to a faculty member who has held an administrative position at the institution for more than four years. An administrator who receives development leave must return to work (as a faculty member) at a U.T. System institution for an amount of time equal to the amount of time the administrator received development leave or repay the institution for all the costs of the development leave. To the extent required by law, these provisions will apply in your situation. The specific length of the development leave will be negotiated dependent on your term of service as President and other pertinent considerations should you leave the presidency and return to the faculty.
- e. Reimbursement or direct payment of actual costs of IRS qualified moving expenses related to moving and storage, if needed, of household, personal, and professional possessions from the effective date of this offer to six months. Qualified moving expenses are not taxable to the employee and include: transportation of household goods and personal effects, travel expenses incurred (including lodging but not meals) relocating to your new home and travel expenses for members of the household who reside at both the old and new residence. Please contact Ben Melson, S.V.P. Chief Financial Officer at U. T. MDACC, or his designee, before making any arrangements related to relocation.

Please note that the benefits described in (d) may, at the discretion of the Board, be denied should you be terminated from the position of President for good cause, as determined by the Board.

Business-related travel and entertainment expenses shall be in accordance with the Regents' Rules 20205, and with current travel and entertainment budgets of the institution. Reasonable expenses will be paid directly or reimbursed as appropriate.

Appropriate and timely submission of documentation required for reimbursement of travel and entertainment expenditures is required by Regents' Rules 20205. Annual reports on travel and entertainment shall be filed with the Executive Vice Chancellor for Health Affairs.

Full-time faculty and administrative and professional staff employed by the U. T. System 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 approved by the Chancellor.

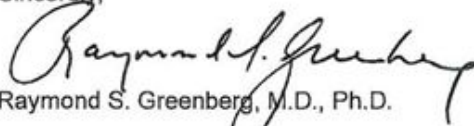
Your base salary is all inclusive and there are no additional allowances provided for housing or automobile consistent with the Regents' *Rules and Regulations* on compensation for chief administrative officers. Reimbursement will be made for mileage associated with business use of a vehicle in accordance with the latest published Internal Revenue Service guidelines, the State Travel Regulations Act (*Texas Government Code*, Chapter 660) and applicable institutional policies. There is no separate provision for the use of a cellular telephone or other wireless device. Such use shall follow the policy for wireless devices at your institution.

Information about benefits including health insurance, disability, life insurance and retirement has been transmitted under separate cover.

Some elements in this compensation package will be subject to federal income tax and as such will be subject to withholding and reported on the W-2 form along with base salary paid. You should consult your tax adviser as to the handling of business or other offsetting deductions.

I look forward to the opportunity to work with you as President of The University of Texas M.D. Anderson Cancer Center. If you have any questions, please let me know.

Sincerely,


Raymond S. Greenberg, M.D., Ph.D.
Executive Vice Chancellor for Health Affairs

Accepted:  Date: Aug 29, 2017

RG/rjb

- cc: Chancellor William H. McRaven
- Randy Wallace, Associate Vice Chancellor – Controller and Chief Budget Officer
- Ben Melson, S.V.P, Chief Financial Officer
- Francie Frederick, General Counsel to the Board of Regents

65. Contract (funds coming in) - U. T. Health Science Center - Tyler: Second amendment to reimbursement contract with the Texas Department of State Health Services to provide mental health services

Agency: Department of State Health Services (DSHS), an agency of the State of Texas

Funds: Approximately \$9,216,250

Period: September 1, 2017 through August 31, 2018

Description: U. T. Health Science Center - Tyler will continue to provide residential behavioral health services for up to 30 individuals transferred to U. T. Health Science Center - Tyler from state mental health facilities and will provide acute behavioral health services for up to 14 individuals from a five county area.

FACILITIES PLANNING AND CONSTRUCTION COMMITTEE

66. Contract (funds going out) - U. T. System: Hill International, Inc. to perform miscellaneous technical support and construction inspection services

Agency: Hill International, Inc.

Funds: Anticipated total cost may exceed \$1,000,000 over the life of the contract for services provided on an as-needed basis

Period: December 20, 2012 through December 19, 2018
(Contract is being brought forward for Board approval as it is nearing the \$1,000,000 delegation threshold)

Description: Hill International, Inc. will perform miscellaneous technical support and construction inspection services on a nonexclusive, indefinite quantity basis. Services were competitively procured.