

MINUTES

REGULAR MEETING

BOARD OF REGENTS

THE TEXAS A&M UNIVERSITY SYSTEM

HELD IN

LAREDO, TEXAS

February 6, 2020

(Approved May 14, 2020)

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MINUTES
REGULAR MEETING
BOARD OF REGENTS, THE TEXAS A&M UNIVERSITY SYSTEM

February 6, 2020

CONVENE

Chairman Elaine Mendoza convened a regular meeting of the Board of Regents of The Texas A&M University System at 8:00 a.m., Thursday, February 6, 2020, in the Student Center Room 231 on the campus of Texas A&M International University (TAMIU), Laredo, Texas. The following members of the Board were present:

Ms. Elaine Mendoza, Chairman
Mr. Tim Leach, Vice Chairman
Mr. Phil Adams
Mr. Robert L. Albritton
Mr. Jay Graham
Mr. Michael A. Hernandez III
Mr. Bill Mahomes
Mr. Michael J. Plank
Mr. Clifton L. Thomas, Jr.
Mr. Levi McClenny, Student Regent

RECESS TO EXECUTIVE SESSION

Chairman Mendoza announced that the Board would recess to executive session as permitted by Chapter 551, Sections 71, 72, 73, 74 and 76 of the Texas Government Code. She said in accordance with the law, no final action, decision or vote with regard to any matter considered in executive session would be made or taken.

(Note: The Board met in executive session from 8:01 a.m. until 12:16 p.m. After executive session was adjourned, the Board hosted a luncheon for the Chancellor's Student Advisory Board Council members in the Student Center, Room 230. No action was taken.)

RECONVENE

Chairman Mendoza reconvened the meeting in open session at 2:00 p.m., in the Student Center Ballroom, with a quorum present.

INVOCATION

Chairman Mendoza called on Mr. Alan Gonzalez, a senior at TAMIU, pursuing a Bachelor of Business Administration with a concentration in Management degree, who presented the invocation.

CHAIRMAN'S REMARKS

Chairman Mendoza said the Board was excited to be on the campus of TAMIU to help celebrate TAMIU's 50th anniversary, and thanked Dr. Pablo Arenaz, President of TAMIU, and his staff for hosting the Board meeting. She advised that the Board would present a resolution highlighting the many accomplishments of the institution. Chairman Mendoza said there was a lot of excitement -- on not only this campus -- but also all around the A&M System.

Chairman Mendoza reported that the Board began the meeting focused on what they believed was their primary role and where they could affect the A&M System for several years in the future; continuing discussions to review, update and refresh the Strategic Plan. She said at the last few meetings they dove into the imperatives and measures to ensure that they were doing their best for students and encapsulated what they had become as a System -- more robust and vibrant than anticipated when the plan was written. She advised that they put in place the framework for the future. Chairman Mendoza said faculty, staff, administrators, and those attending the meeting, had worked hard and were doing well on many of the System goals. She pointed out that overall the System institutions were growing nearly three times faster than the national average for public universities. She said Systemwide applications were up three percent, demonstrating a demand. Chairman Mendoza added that they had made progress on being affordable for families, and students were taking on less debt and graduating in less time.

Chairman Mendoza said Systemwide annual research expenditures had topped \$1 billion. She noted that the Strategic Plan had demonstrated that they were more likely to reach their destination if they asked the right questions, clarified expectations and measured progress. She said they could not rest; there was more to improve and accomplish. Chairman Mendoza advised that the Strategic Plan must evolve and set higher aspirations for the future. She said they remained relentless on student success and challenging the System institutions to improve outcomes; it remained job number one, and it was a tough job. She pointed out that additionally, they were grappling with other tough issues; for example, in a few short years the System had created the RELLIS Campus, recruited the Army Futures Command and begun their work at Los Alamos National Laboratory. Chairman Mendoza said that just did not happen, but it did just happen, and she thanked Chancellor Sharp. She added that the Board was asking how they inculcated the System with this kind of entrepreneurial spirit and sense of innovation, and a thirst for seizing the right opportunities. She said they were asking how they strived to continue pursuing and conducting research that solved global problems.

Chairman Mendoza said that as the land-grant system they had an obligation to educate as many Texans as possible. She advised that if the System's universities did not, Texas' bright future could dim. Chairman Mendoza said on the other hand, how much more could they grow without compromising the quality of the educational experience and the great outcomes for graduates? She asked how they defined growth for each individual institution. She said growth had different meanings and measurement for each institution, based on their uniqueness and mission -- and what investment would it take to address growth. Chairman Mendoza emphasized that these were hard questions because the future of the state was at stake; this was not hyperbole, it was real.

Chairman Mendoza announced that they were in the middle of this process and only had questions, no answers yet. She encouraged everyone to offer their thoughts and prayers since they were all in this journey to ask the right questions, establish high expectations and measure progress. She said this process would take them further than they could imagine. Chairman Mendoza emphasized that they were bullish about the A&M System and if any had doubts, they should look to the students, a group of which they would hear from shortly, and listen to Chancellor Sharp's report on the A&M System's great accomplishments.

CHANCELLOR'S REMARKS

Chancellor Sharp highlighted accomplishments of the A&M System (a copy of his remarks are on file in the Office of the Board of Regents).

WELCOME AND CAMPUS UPDATE – TEXAS A&M INTERNATIONAL UNIVERSITY

Dr. Arenaz presented this update. He welcomed Chairman Mendoza, members of the Board and Chancellor Sharp. He said TAMIU was happy to host the Board meeting as they celebrated 50 years as an institution, and 25 years at this campus. Dr. Arenaz noted that since the doors opened in 1970, their mission had been to provide higher education opportunities to an area of Texas that had traditionally been educationally underserved. He said one attribute that drew him to TAMIU was the commitment of faculty and staff to that mission. He added that the theme this past year had been the transformational impact TAMIU had on Laredo and the surrounding regions since the campus opened. Dr. Arenaz said locals were constantly telling him that TAMIU was one of the most important things to happen to Laredo -- the other was the North American Free Trade Agreement (NAFTA). He said that indicated how the community felt about this institution; if it were not for NAFTA, they would not have the trade they had and without TAMIU, they would not have the educational attainment they had for the community.

Dr. Arenaz said when the university opened they enrolled 275 upper division students. He noted that when they moved to the current campus in 1995, the number had grown to 2,500, and this past fall they enrolled nearly 8,500 students. He said their goal was to reach 10,000 students in the next three to four years. Dr. Arenaz explained that this would be accomplished through continued aggressive recruitment, increasing their footprint beyond the 100-mile circle, developing TAMIU into a destination institution in international business and trade logistics and criminal justice and expanding their highly successful "Closer than Ever" initiative. He said this initiative targeted stop outs with a minimum of 60 semester credit hours in good standing. He advised that degree programs had grown from three in 1970, to over 90 currently. Dr. Arenaz said they were adding a bachelor's of public health, which would focus on health education and health communications, which they would tag as a destination program as it was developed. He added that approval would be requested of two engineering programs at the April Texas Higher Education Coordinating Board's (THECB) meeting. He said if approved, students would begin those programs in the fall.

Dr. Arenaz reported that in 2000, 11% of the adults over 25 years of age in Laredo had a bachelor's degree or higher -- very low. He said in 2018, the last year they had data, it jumped to 18%, a 61% increase. He pointed out that it is still well below the state average, but was the highest percentage of individuals with a bachelor's degree or higher in South Texas. Dr. Arenaz said also in 2000, 83% of the graduates were first in their family to graduate college, and today it was around 55%. He advised that the transformation was that more second- and third-generation students came to TAMIU -- they had become the institution of choice for most Laredoans. He said he was proud of two other key metrics; this year they ranked 13th in upward mobility. Dr. Arenaz stated that in three other studies, TAMIU ranked from third to 13th in the nation for most students that began in the bottom 40% in income, and ten to 15 years later those students were in the upper two quartiles. He said the TAMIU's students and families at or near poverty had gone to near middle class, upper middle class and upper class; a huge impact in this region. He added that he was also proud of a Georgetown study that indicated that TAMIU was 16th in the nation in Return on Investment. Dr. Arenaz said the study stated that TAMIU students received over \$1 million more than expected over a 40-year period with a degree from TAMIU. He noted that they had many partnerships, but wanted to mention the partnership with the Customs and Border Protection Center of Excellence in Machinery. He said a portion of the center was located on TAMIU's campus. Dr. Arenaz remarked that this center determined the machinery that entered all ports in the country -- including the largest inland port in the Western Hemisphere at Laredo -- what the tariff rates were and whether they fit the NAFTA if coming from Canada or Mexico. He said TAMIU worked on its data and data analysis, and the center provided opportunities for TAMIU students to intern and for faculty to work with them. He added that it had been a great partnership.

Chairman Mendoza congratulated President Arenaz on the great accomplishments of the institution. She said the Board was very proud that TAMIU was in the A&M System doing the great work of serving South Texas.

Chairman Mendoza introduced Dr. Raymund Paredes, former Texas Commissioner of Higher Education.

THE FUTURE OF HIGHER EDUCATION IN TEXAS

Dr. Paredes provided his insight into the future of higher education in Texas (a copy of his remarks are on file in the Office of the Board of Regents).

Chairman Mendoza presented Item 5.1. She added that Dr. Paredes took them from Closing the Gaps in 2015 to the current 60x30TX plan. She said he had been a champion, never taking his eye off the ball for higher education in the Legislature. Chairman Mendoza noted that HB 3 was incredible and a good place to start for higher education. She advised that Dr. Paredes had been a transformational leader and they appreciated all he had done for the state and higher education and most importantly for the citizens and students.

On motion of Regent Plank, seconded by Regent Adams, and by a unanimous vote, the following minute order was approved (001):

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**MINUTE ORDER 001-2020 (ITEM 5.1)**

**ADOPTION OF A RESOLUTION HONORING  
DR. RAYMUND A. PAREDES FOR HIS EXTRAORDINARY  
CONTRIBUTIONS TO THE TEXAS A&M UNIVERSITY SYSTEM  
AND HIGHER EDUCATION IN TEXAS DURING HIS 15-YEAR  
TENURE AS COMMISSIONER OF HIGHER EDUCATION,  
THE TEXAS A&M UNIVERSITY SYSTEM**

The Board of Regents of The Texas A&M University System adopted the resolution set forth in the attached exhibit.

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Chairman Mendoza introduced Mr. Ruben Martinez, President of the Chancellor's Student Advisory Council (CSAC), to present highlights. She said he was a junior political science major serving his second term as Student Body President at Texas A&M University-Kingsville.

UPDATE FROM CHANCELLOR'S STUDENT ADVISORY COUNCIL

Mr. Martinez provided an update on behalf of CSAC (a copy of his remarks are on file in the Office of the Board of Regents).

Chairman Mendoza recognized the members of CSAC in attendance at the meeting. She said if they wondered what the future would be, when they met these thoughtful and caring students with their vision for the future, they became re-inspired. She thanked Chancellor Sharp and Dr. James Hallmark, Vice Chancellor for Academic Affairs, for having this group come together, supporting that effort and ensuring that students were heard at the highest level.

RECESS BOARD MEETING

Chairman Mendoza recessed the meeting at 3:00 p.m.

(Note: Chairman Mendoza recessed the Board meeting to take a resolution photo with Dr. Paredes.

RECONVENE BOARD MEETING

Chairman Mendoza reconvened the meeting at 3:12 p.m.

(Note: On Wednesday, February 5, the Committee on Academic and Student Affairs convened at 3:04 p.m. and adjourned at 4:30 p.m. The Committee on Buildings and Physical Plant convened at 4:50 p.m. and adjourned at 5:45 p.m. On Thursday, February 6, the Committee on Audit convened at 3:14 p.m. and adjourned at 3:23 p.m. The Committee on Finance convened at 3:23 p.m. and adjourned at 3:50 p.m.).

REPORT FROM THE COMMITTEE ON ACADEMIC AND STUDENT AFFAIRS

Regent Thomas, Chairman of the Committee on Academic and Student Affairs (CASA), reported that the committee had met the previous day. He said Regents Albritton, Graham, Hernandez and Chairman Mendoza attended and several other Regents.

Regent Thomas reported that Dr. Blake Decker, Assistant Vice Chancellor for Academic Affairs, presented data on Historically Underserved Students (HUS). He said they had long focused on underserved minorities and would continue, but data on HUS provided a better picture of these students -- such as first-generation, socio-economic poor students from underperforming high schools and others. He advised that they hoped this data was useful to the Regents and universities in understanding the important variables in assuring that students received the assistance they needed to be successful, specific to that student's challenges.

Regent Thomas said Dr. Hallmark and Dr. Carol Fierke, Provost and Executive Vice President at Texas A&M, provided a presentation on understanding space utilization related to course scheduling and student academic activities in non-peak times. He advised that they wanted to ensure maximization of facilities usage. He said the Board appreciated the campuses' efforts to utilize space wisely and fully, and to be vigilant in space usage on campus. Regent Thomas said Dr. Hallmark would provide a follow-up presentation broken out between individual universities.

Regent Thomas reported that Dr. Hallmark also updated the committee on post-tenure revenue. He said during a lengthy discussion at the October CASA meeting, Dr. Hallmark informed the committee of a proposed policy change. He said this change required developmental plans for tenured faculty who had performed below expectations to assure that intervention and development occurred immediately upon documenting a deficiency.

Regent Thomas said Dr. Shonda Gibson, Associate Vice Chancellor for Academic Affairs, updated the committee on the great work among teacher preparation leadership in the We Teach Texas initiative, as well as a new initiative among enrollment management leaders designed to work together to impact enrollments.

Regent Thomas noted that a special CASA meeting on March 4, 2020 would focus on data.

REPORT FROM THE COMMITTEE ON FINANCE

Regent Albritton, Chairman of the Committee on Finance, said the committee met earlier the same day, and received two routine reports regarding the overall finances and investments. He added that the committee had no agenda items for consideration by the full Board.

REPORT FROM THE COMMITTEE ON AUDIT

Regent Adams, Chairman of the Committee on Audit, said the committee had met earlier the same day and received reports from Mr. Charlie Hrcir, Chief Auditor, including the Monthly Audit Report and Audit Tracking Report. He advised that since the last meeting, eight audits were completed, including two Code 3 audits, five Code 2 audits and one Code 1 audit.

Mr. Hrcir said President Michael Young discussed implementing outstanding recommendations relating to the Information Technology audit at KAMU.

REPORT FROM THE COMMITTEE ON BUILDINGS AND PHYSICAL PLANT

Regent Mahomes, Chairman of the Committee on Buildings and Physical Plant, reported that the committee had met the previous day. He said approval was requested on four construction items. He added that the committee had received an informational presentation on the deferred maintenance initiative. Regent Mahomes noted that he had recused himself from committee discussion and vote on Item 3.4. He advised that the committee recommended approval of Items 3.1 through 3.4.

(Note: Regent Mahomes recused himself from the full Board vote on Item 3.4.)

On motion of Regent Adams, seconded by Regent Plank, and by a unanimous vote, the following minute orders were approved (002 through 005):

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**MINUTE ORDER 002-2020 (ITEM 3.1)**

**APPROVAL TO AMEND THE FY 2020-FY 2024  
TEXAS A&M UNIVERSITY SYSTEM CAPITAL PLAN TO ADD THE  
RAILROAD QUIET ZONE PROJECT (PROJECT NO. 2019-07296)  
FOR TEXAS A&M UNIVERSITY WITH AN FY 2020 START DATE,  
TEXAS A&M UNIVERSITY**

The request to amend the FY 2020-FY 2024 Texas A&M University System Capital Plan to add the Railroad Quiet Zone Project for Texas A&M University with an FY 2020 start date and a total planning amount of \$5,000,000 is approved.

The amount of \$500,000 is appropriated from Account No. 02-021843, Income Equalization, for pre-construction services and related project costs.

**MINUTE ORDER 003-2020 (ITEM 3.2)**

**APPROVAL OF THE REVISED PROJECT SCOPE AND BUDGET,  
APPROPRIATION FOR CONSTRUCTION SERVICES, AND RE-APPROVAL  
FOR CONSTRUCTION FOR THE AEROTHERMOCHEMISTRY  
LAB EXPANSION PROJECT (SSC PROJECT NO. 2018-02079),  
TEXAS A&M UNIVERSITY, COLLEGE STATION, TEXAS,  
TEXAS A&M UNIVERSITY**

The additional project scope and budget of \$830,000 for the Aerothermochemistry Lab Expansion Project is approved.

The amount of \$415,000 is appropriated from Account No. 02-405261-00006 GURI Construction - Miles, and \$415,000 is appropriated from Account No. 02-292115-00006 CRI/GURI Construction - Miles, for construction services and related project costs.

The additional scope and budget for the Aerothermochemistry Lab Expansion Project, Texas A&M University, College Station, Texas, is approved for construction.

**MINUTE ORDER 004-2020 (ITEM 3.3)**

**APPROVAL OF THE PROJECT SCOPE AND BUDGET,  
APPROPRIATION FOR CONSTRUCTION SERVICES, AND  
APPROVAL FOR CONSTRUCTION FOR THE HELDENFELS  
2ND FLOOR RENOVATION PROJECT (PROJECT NO. 2018-3163),  
TEXAS A&M UNIVERSITY, COLLEGE STATION, TEXAS,  
TEXAS A&M UNIVERSITY**

The project scope along with a project budget of \$7,486,750 for the Heldenfels 2nd Floor Renovation Project is approved.

The amount of \$6,738,075 is appropriated from Account No. 02-243507, DT Contingent Income.

The Heldenfels 2nd Floor Renovation Project, Texas A&M University, College Station, Texas, is approved for construction.

**MINUTE ORDER 005-2020 (ITEM 3.4)**

**APPROVAL TO AMEND THE FY 2020-FY 2024  
TEXAS A&M UNIVERSITY SYSTEM CAPITAL PLAN TO  
ADD THE TEXAS A&M UNIVERSITY TMC3 BIOMEDICAL  
RESEARCH BUILDING PROJECT (PROJECT NO. 23-3320)  
FOR TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER  
WITH A FISCAL YEAR 2020 START DATE,  
THE TEXAS A&M UNIVERSITY SYSTEM**

The request to amend the FY 2020-FY 2024 Texas A&M University System Capital Plan to add the Texas A&M University TMC3 Biomedical Research Building Project for Texas A&M University Health Science Center with an FY 2020 start date and a total planning amount of \$109,000,000 is approved.

The amount of \$10,900,000 is appropriated from Account No. 01-084243, Permanent University Fund Debt Proceeds (AUF), for pre-construction services and related project costs. With the exception of the cost for developing the Program of Requirements (POR), this appropriation is contingent upon the completion of the POR scoped to the approved budget.

The amount of \$9,180,000 is appropriated from Account No. 01-084243, Permanent University Fund Debt Proceeds (AUF), for project costs associated with site infrastructure support of the Texas A&M University TMC3 Biomedical Research Building site by the TMC3 collaborative project. This appropriation is not contingent upon the development of the POR.

The Board of Regents of The Texas A&M University System (Board) reasonably expects to incur debt in one or more obligations for this project, and all or a portion of the proceeds received from the sale of such obligations is reasonably expected to be used to reimburse the account(s) for amounts previously appropriated and/or expended from such account(s).

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ADDITIONAL ITEMS CONSIDERED BY THE BOARD

Chancellor Sharp presented Item 5.2.

(Note: See Page 5 for approval of Item 5.1.)

On motion of Regent Albritton, seconded by Regent Mahomes, and by a unanimous vote, the following minute order was approved (006):

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**MINUTE ORDER 006-2020 (ITEM 5.2)**

**ADOPTION OF A RESOLUTION  
CELEBRATING THE 50TH ANNIVERSARY OF  
TEXAS A&M INTERNATIONAL UNIVERSITY**

The Board of Regents of The Texas A&M University System adopted the resolution set forth in the attached exhibit.

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Chairman Mendoza called on Mr. Ray Bonilla, General Counsel, who presented Item 5.3 *(a copy of Mr. Bonilla's powerpoint presentation is on file in the Office of the Board of Regents).*

Chairman Mendoza said Board action was required only if the Board desires to modify the revised rules presented. She added that if they were satisfied with the amended rules as submitted no Board action was necessary. She asked if any Regent had questions, comments regarding the new campus carry rule for TDEM, or the revisions to campus carry rules for A&M-Corpus Christi, A&M-Central Texas, Texas A&M Engineering Experiment Station, TAMUT, TAMIU, Texas A&M, PVAMU or the A&M System offices. Chairman Mendoza said that if not, they would take no action and allow the new and revised rules to go into effect.

(Note: Item 5.3 was not amended during the meeting, and therefore, no Board action was required.)

Chairman Mendoza reported that Items 5.4 through 5.9 were considered in executive session, and the Board would vote on Item 5.5 separately.

On motion of Regent Adams, seconded by Regent Graham, and by a unanimous vote, the following minute orders were approved (007 through 011):

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**MINUTE ORDER 007-2020 (ITEM 5.4)**

**APPROVAL TO FINALIZE MASTER SERVICE AGREEMENT BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM AND ZOETIS LLC,  
THE TEXAS A&M UNIVERSITY SYSTEM**

The Board of Regents of The Texas A&M University System grants approval of the Master Service Agreement exhibit attached between The Texas A&M University System and Zoetis LLC.

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(Note: See Page 12 for approval of Item 5.5.)

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**MINUTE ORDER 008-2020 (ITEM 5.6)**

**AUTHORIZATION TO SETTLE CLAIM  
REGARDING APPROXIMATELY 4,506 ACRES OF LAND  
AND IMPROVEMENTS IN EDWARDS COUNTY, TEXAS,  
TEXAS A&M UNIVERSITY**

The Chancellor of The Texas A&M University System, or designee, following approval for legal sufficiency by the Office of General Counsel, is authorized to settle claims and sell approximately 4,506 acres of land and improvements located in Edwards County, Texas for less than fair market value, upon such terms and conditions as the Chancellor, or designee, deems appropriate, and is further authorized, following approval for legal sufficiency by the Office of General Counsel, to execute and deliver such documents as deemed appropriate to effectuate the settlement/sale.

**MINUTE ORDER 009-2020 (ITEM 5.7)**

**AUTHORIZATION TO NEGOTIATE AND EXECUTE  
A GROUND LEASE FOR THE ONGOING OPERATION AND  
MAINTENANCE OF A CELL TOWER ON THE CAMPUS  
OF TEXAS A&M UNIVERSITY-COMMERCE  
IN COMMERCE, HUNT COUNTY, TEXAS,  
TEXAS A&M UNIVERSITY-COMMERCE**

The Chancellor of The Texas A&M University System, or designee, following legal review by the Office of General Counsel, is authorized to negotiate, execute and deliver a ground lease agreement with American Tower Corporation, or its affiliates, for the ongoing operation and maintenance of a cell tower on the campus of Texas A&M University-Commerce in Commerce, Hunt County, Texas, and to take any and all additional action and execute any and all ancillary documents deemed necessary to consummate the transaction.

**MINUTE ORDER 010-2020 (ITEM 5.8)**

**AUTHORIZATION TO NEGOTIATE AND EXECUTE A  
GROUND LEASE FOR THE CONSTRUCTION, OPERATION AND  
MAINTENANCE OF A HOTEL ON APPROXIMATELY THREE  
ACRES ON THE CAMPUS OF WEST TEXAS A&M UNIVERSITY  
IN CANYON, RANDALL COUNTY, TEXAS,  
WEST TEXAS A&M UNIVERSITY**

The Chancellor of The Texas A&M University System, or designee, following legal review by the Office of General Counsel, is authorized to negotiate, execute and deliver a ground lease agreement with InVision Hotel Group, LLC, or its affiliates, for the construction, operation and maintenance of a hotel on the campus of West Texas A&M University in Canyon, Randall County, Texas, and to take any and all additional action and execute any and all ancillary documents deemed necessary to consummate the transaction.

**MINUTE ORDER 011-2020 (ITEM 5.9)**

**AUTHORIZATION FOR THE PRESIDENT  
TO EXECUTE AN EMPLOYMENT CONTRACT WITH  
HEAD FOOTBALL COACH PHILIP TODD WHITTEN,  
TARLETON STATE UNIVERSITY**

Authority is hereby granted to the President of Tarleton State University to execute an employment contract, upon review for legal form and sufficiency by the Office of General Counsel, with the following person:

Head Football Coach – Philip Todd Whitten.

~~~~~

(Note: See bottom of Page 12 for approval of Item 5.10.)

Chairman Mendoza presented Item 5.5.

(Note: Regent Mahomes recused himself from the vote on Item 5.5.)

On motion of Regent Albritton, seconded by Regent Adams, and by a unanimous vote, the following minute order was approved (012):

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**MINUTE ORDER 012-2020 (ITEM 5.5)**

**AUTHORIZATION FOR THE PRESIDENT TO  
NEGOTIATE AND EXECUTE ADDENDUMS TO THE  
AGREEMENTS FOR SPECIALIZED MEDICAL EDUCATION  
SERVICES BETWEEN TEXAS A&M UNIVERSITY  
HEALTH SCIENCE CENTER AND HOUSTON METHODIST,  
TEXAS A&M UNIVERSITY**

The Board of Regents of The Texas A&M University System authorizes the President of Texas A&M University to negotiate and execute addendums to the agreements for specialized medical education services between Texas A&M University Health Science Center and Houston Methodist, and further authorizes the President to take all actions necessary to carry out the intents and purposes of these addendums, subject to review for legal form and sufficiency by the Office of General Counsel.

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Chairman Mendoza presented Item 5.10.

On motion of Regent Hernandez, seconded by Regent Plank, and by a unanimous vote, the following minute order was approved (013):

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**MINUTE ORDER 013-2020 (ITEM 5.10)**

**REAPPOINTMENT OF  
MS. JANET HANDLEY AND MR. RAY ROTHROCK  
TO THE BOARD OF DIRECTORS OF THE UNIVERSITY OF TEXAS/  
TEXAS A&M INVESTMENT MANAGEMENT COMPANY,  
THE TEXAS A&M UNIVERSITY SYSTEM**

Ms. Janet Handley is hereby recommended by the Board of Regents of The Texas A&M University System to the Board of Regents of The University of Texas System for reappointment to the Board of Directors of The University of Texas/Texas A&M Investment Management Company, to be effective April 1, 2020, for a three-year term to expire on April 1, 2023, or until a replacement is named and qualified.

Mr. Ray Rothrock is hereby reappointed by the Board of Regents of The Texas A&M University System to the Board of Directors of The University of Texas/Texas A&M Investment Management Company, to be effective April 1, 2020, for a three-year term to expire on April 1, 2023, or until a replacement is named and qualified.

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CONSENT AGENDA ITEMS

Chairman Mendoza presented Items 6.1 through 6.36.

On motion of Regent Graham, seconded by Regent Adams, and by a unanimous vote, the following minute orders were approved (014 through 049):

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**MINUTE ORDER 014-2020 (ITEM 6.1)**

**AMENDMENT OF MINUTE ORDER NO. 232-2019,  
THE TEXAS A&M UNIVERSITY SYSTEM**

The Board of Regents of The Texas A&M University System amends Minute Order 232-2019 as follows:

The Board of Regents of the Texas A&M University System hereby names Rooms 307 and 311 (adjacent rooms) located in the Computing Services Annex Building on the campus of Texas A&M University the “Trimble Technology Lab” with such naming ending upon termination of the Current Use Gift Agreement.

**MINUTE ORDER 015-2020 (ITEM 6.2)**

**APPROVAL OF MINUTES FROM THE  
OCTOBER 31, 2019, SPECIAL WORKSHOP MEETING;  
OCTOBER 31, 2019, REGULAR BOARD MEETING;  
NOVEMBER 1, 2019, SPECIAL WORKSHOP MEETING;  
AND DECEMBER 11, 2019, SPECIAL TELEPHONIC MEETING,  
BOARD OF REGENTS, THE TEXAS A&M UNIVERSITY SYSTEM**

The Minutes of the October 31, 2019, Special Workshop Meeting; the October 31, 2019, Regular Board Meeting; the November 1, 2019, Special Workshop Meeting; and the December 11, 2019, Special Telephonic Meeting are hereby approved.

**MINUTE ORDER 016-2020 (ITEM 6.3)**

**GRANTING OF THE TITLE OF EMERITUS, FEBRUARY 2020,  
THE TEXAS A&M UNIVERSITY SYSTEM**

In recognition of long and distinguished service to The Texas A&M University System, the Board of Regents hereby confirms the recommendation of the Chancellor, and confers the title of “Emeritus” upon the individuals as shown in the attached exhibit, Emeritus Title List No. 20-02, and grants all rights and privileges of this title.

**MINUTE ORDER 017-2020 (ITEM 6.4)**

**CONFIRMATION OF  
APPOINTMENT AND COMMISSIONING OF PEACE OFFICERS,  
THE TEXAS A&M UNIVERSITY SYSTEM**

In accordance with System Policy 34.06 (Appointment, Commissioning and Authority of Peace Officers), the Board of Regents of The Texas A&M University System confirms the appointment and commissioning of campus peace officers by the presidents of their respective system member universities, in accordance with the requirements of the law, and as shown in the exhibit, attached to the official minutes, subject to their taking the oath required of peace officers.

**MINUTE ORDER 018-2020 (ITEM 6.5)**

**APPROVAL OF FY 2021 OPERATING BUDGET GUIDELINES,  
THE TEXAS A&M UNIVERSITY SYSTEM**

The Texas A&M University System guidelines for the FY 2021 operating budget, as shown in the attached exhibit, are hereby approved.

**MINUTE ORDER 019-2020 (ITEM 6.6)**

**APPROVAL OF REVISIONS TO  
SYSTEM POLICY 02.01 (BOARD OF REGENTS),  
THE TEXAS A&M UNIVERSITY SYSTEM**

The revisions to System Policy 02.01 (Board of Regents), as shown in the attached exhibit, are approved, effective immediately.

**MINUTE ORDER 020-2020 (ITEM 6.7)**

**APPROVAL OF REVISIONS TO  
SYSTEM POLICY 12.06 (POST-TENURE REVIEW OF  
FACULTY AND TEACHING EFFECTIVENESS),  
THE TEXAS A&M UNIVERSITY SYSTEM**

The revisions to System Policy 12.06 (Post-Tenure Review of Faculty and Teaching Effectiveness), as shown in the attached exhibit, are approved, effective immediately.

**MINUTE ORDER 021-2020 (ITEM 6.8)**

**APPROVAL OF REVISIONS TO  
SYSTEM POLICY 15.02 (EXPORT CONTROLS),  
THE TEXAS A&M UNIVERSITY SYSTEM**

The revisions to System Policy 15.02 (Export Controls), as shown in the attached exhibit, are approved, effective immediately.

**MINUTE ORDER 022-2020 (ITEM 6.9)**

**APPROVAL OF NEW SYSTEM POLICY 15.05  
(SYSTEM RESEARCH SECURITY OFFICE),  
THE TEXAS A&M UNIVERSITY SYSTEM**

New System Policy 15.05 (System Research Security Office), as shown in the attached exhibit, is approved, effective immediately.

**MINUTE ORDER 023-2020 (ITEM 6.10)**

**APPROVAL OF REVISIONS TO  
SYSTEM POLICY 25.07 (CONTRACT ADMINISTRATION),  
THE TEXAS A&M UNIVERSITY SYSTEM**

The revisions to System Policy 25.07 (Contract Administration), as shown in the attached exhibit, are approved, effective immediately.

**MINUTE ORDER 024-2020 (ITEM 6.11)**

**APPROVAL OF REVISIONS TO SYSTEM POLICY 32.02  
(DISCIPLINE AND DISMISSAL OF EMPLOYEES),  
THE TEXAS A&M UNIVERSITY SYSTEM**

The revisions to System Policy 32.02 (Discipline and Dismissal of Employees), as shown in the attached exhibit, are approved, effective immediately.

**MINUTE ORDER 025-2020 (ITEM 6.12)**

**APPROVAL OF REVISIONS TO  
SYSTEM POLICY 41.01 (REAL PROPERTY),  
THE TEXAS A&M UNIVERSITY SYSTEM**

The revisions to System Policy 41.01 (Real Property), as shown in the attached exhibit, are approved, effective immediately.

**MINUTE ORDER 026-2020 (ITEM 6.13)**

**APPROVAL OF ACADEMIC TENURE, FEBRUARY 2020,  
PRAIRIE VIEW A&M UNIVERSITY**

The Board of Regents of The Texas A&M University System, in accordance with System Policy 12.01 (Academic Freedom, Responsibility and Tenure), hereby authorizes the granting of tenure to the following faculty members at Prairie View A&M University as set forth in the exhibit, Tenure List No. 20-02.

**MINUTE ORDER 027-2020 (ITEM 6.14)**

**AUTHORIZATION TO AWARD AN  
HONORARY DEGREE TO MR. JACK PATRICK DORSEY,  
PRAIRIE VIEW A&M UNIVERSITY**

The President of Prairie View A&M University is authorized to award an Honorary Doctor of Letters degree to Mr. Jack Patrick Dorsey.

**MINUTE ORDER 028-2020 (ITEM 6.15)**

**AUTHORIZATION TO AWARD AN HONORARY DEGREE  
TO THE HONORABLE KEVIN PETER TURNQUEST,  
PRAIRIE VIEW A&M UNIVERSITY**

The President of Prairie View A&M University is authorized to award an Honorary Doctor of Letters degree to the Honorable Kevin Peter Turnquest.

**MINUTE ORDER 029-2020 (ITEM 6.16)**

**APPROVAL OF ACADEMIC TENURE, FEBRUARY 2020,  
TARLETON STATE UNIVERSITY**

The Board of Regents of The Texas A&M University System, in accordance with System Policy 12.01 (Academic Freedom, Responsibility and Tenure), hereby authorizes the granting of tenure to the following faculty member at Tarleton State University as set forth in the exhibit, Tenure List No. 20-02.

**MINUTE ORDER 030-2020 (ITEM 6.17)**

**NAMING OF THE CAD CLASSROOM  
IN THE ENGINEERING BUILDING, THE BARTLETT COCKE  
GENERAL CONTRACTORS CONSTRUCTION TECHNOLOGIES LAB,  
TARLETON STATE UNIVERSITY**

The Board of Regents of The Texas A&M University System hereby names the CAD classroom in the Engineering Building, the “Bartlett Cocke General Contractors Construction Technologies Lab.”

**MINUTE ORDER 031-2020 (ITEM 6.18)**

**NAMING OF THE  
FARLEY EDUCATION BUILDING AT  
TIMBERLAKE BIOLOGICAL FIELD STATION,  
TARLETON STATE UNIVERSITY**

The Board of Regents of The Texas A&M University System hereby names the education building at the Timberlake Biological Field Station the “Farley Education Building.”

**MINUTE ORDER 032-2020 (ITEM 6.19)**

**GRANTING OF FACULTY DEVELOPMENT LEAVE FOR FY 2021,  
TEXAS A&M INTERNATIONAL UNIVERSITY**

The Board of Regents of The Texas A&M University System, in accordance with System Policy 31.03, System Regulation 12.99.01 and Sections 51.101-108 of the Texas Education Code, authorizes faculty development leave to the faculty members as shown in the attached exhibit, Faculty Development Leave List FY 2021, Texas A&M International University.

**MINUTE ORDER 033-2020 (ITEM 6.20)**

**GRANTING OF FACULTY DEVELOPMENT LEAVE FOR FY 2021,  
TEXAS A&M UNIVERSITY**

The Board of Regents of The Texas A&M University System, in accordance with System Policy 31.03, System Regulation 12.99.01 and Sections 51.101-108 of the Texas Education Code, authorizes faculty development leave to the faculty members as shown in the exhibit, Faculty Development Leave List FY 2021, Texas A&M University.

**MINUTE ORDER 034-2020 (ITEM 6.21)**

**APPROVAL OF ACADEMIC TENURE, FEBRUARY 2020,  
TEXAS A&M UNIVERSITY**

The Board of Regents of The Texas A&M University System, in accordance with System Policy 12.01 (Academic Freedom, Responsibility and Tenure), hereby authorizes the granting of tenure to the following faculty members at Texas A&M University as set forth in the exhibit, Tenure List No. 20-02.

**MINUTE ORDER 035-2020 (ITEM 6.22)**

**APPROVAL FOR DR. MARK HOLTZAPPLE, A SYSTEM EMPLOYEE,  
TO SERVE AS AN OFFICER, MEMBER OF THE BOARD OF DIRECTORS,  
AND EMPLOYEE OF CASCADE WATER SOLUTIONS, LLC,  
AN ENTITY THAT HAS LICENSED TECHNOLOGY  
FROM THE TEXAS A&M UNIVERSITY SYSTEM,  
TEXAS A&M UNIVERSITY**

The Board of Regents of The Texas A&M University System approves for Dr. Mark Holtzapple, an employee of Texas A&M University, to serve, in his individual capacity, as an officer, member of the board of directors, and employee of Cascade Water Solutions, LLC, an entity that has licensed technology from The Texas A&M University System relating to the research, development, licensing, or exploitation of intellectual property conceived, created, authored, discovered, invented, or developed by Dr. Holtzapple.

**MINUTE ORDER 036-2020 (ITEM 6.23)**

**APPROVAL FOR DR. JEFF HUANG, A SYSTEM EMPLOYEE,  
TO SERVE AS AN OFFICER, MEMBER OF THE BOARD  
OF DIRECTORS AND EMPLOYEE OF CODERRECT INC., AN  
ENTITY THAT PROPOSES TO LICENSE TECHNOLOGY  
FROM THE TEXAS A&M UNIVERSITY SYSTEM,  
TEXAS A&M UNIVERSITY**

The Board of Regents of The Texas A&M University System approves for Dr. Jeff Huang, an employee of Texas A&M University, to serve, in his individual capacity, as an officer, member of the board of directors and employee of Coderrect Inc., an entity that proposes to license technology from The Texas A&M University System relating to the research, development, licensing, or exploitation of intellectual property conceived, created, authored, discovered, invented, or developed by Dr. Huang.

**MINUTE ORDER 037-2020 (ITEM 6.24)**

**APPROVAL FOR DR. SAURABH BISWAS, A SYSTEM EMPLOYEE,  
TO SERVE AS AN OFFICER, MEMBER OF THE BOARD OF DIRECTORS  
AND EMPLOYEE OF VELOSTIM INC., AN ENTITY THAT PROPOSES TO  
LICENSE TECHNOLOGY FROM THE TEXAS A&M UNIVERSITY SYSTEM,  
TEXAS A&M UNIVERSITY**

The Board of Regents of The Texas A&M University System approves for Dr. Saurabh Biswas, an employee of Texas A&M University, to serve, in his individual capacity, as an officer, member of the board of directors and employee of Velostim Inc., an entity that proposes to license technology from The Texas A&M University System relating to the research, development, licensing, or exploitation of intellectual property conceived, created, authored, discovered, invented, or developed by Dr. Biswas and Dr. Park.

**MINUTE ORDER 038-2020 (ITEM 6.25)**

**APPROVAL FOR DR. MOHAMMAD NARAGHI AND  
DR. AHMAD AMIRI, SYSTEM EMPLOYEES, TO SERVE AS OFFICERS,  
MEMBERS OF THE BOARD OF DIRECTORS AND EMPLOYEES OF  
CARBON GATES TECHNOLOGIES LLC., AN ENTITY THAT HAS LICENSED  
TECHNOLOGY FROM THE TEXAS A&M UNIVERSITY SYSTEM,  
TEXAS A&M UNIVERSITY**

The Board of Regents of The Texas A&M University System approves for Dr. Mohammad Naraghi and Dr. Ahmad Amiri, employees of Texas A&M University, to serve, in their individual capacities, as officers, members of the board of directors and employees of Carbon Gates Technologies LLC., an entity that has an agreement with The Texas A&M University System relating to the research, development, licensing, or exploitation of intellectual property conceived, created, authored, discovered, invented, or developed by Dr. Naraghi and Dr. Amiri.

**MINUTE ORDER 039-2020 (ITEM 6.26)**

**APPROVAL FOR DR. MOHAMMAD NARAGHI, A SYSTEM EMPLOYEE,  
TO SERVE AS AN OFFICER, MEMBER OF THE BOARD OF DIRECTORS AND  
EMPLOYEE OF CARBON WIRE TECHNOLOGY LLC., AN ENTITY THAT HAS  
LICENSED TECHNOLOGY FROM THE TEXAS A&M UNIVERSITY SYSTEM,  
TEXAS A&M UNIVERSITY**

The Board of Regents of The Texas A&M University System approves for Dr. Mohammad Naraghi, an employee of Texas A&M University, to serve, in his individual capacity, as an officer, member of the board of directors and employee of Carbon Wire Technology LLC., an entity that has an agreement with The Texas A&M University System relating to the research, development, licensing, or exploitation of intellectual property conceived, created, authored, discovered, invented, or developed by Dr. Naraghi.

**MINUTE ORDER 040-2020 (ITEM 6.27)**

**ESTABLISHMENT OF THE  
TEXAS A&M INSTITUTE FOR THE STUDY  
OF RELIGION AND INTERNATIONAL AFFAIRS  
TEXAS A&M UNIVERSITY**

The Texas A&M Institute for the Study of Religion and International Affairs is hereby established as an organizational unit of Texas A&M University.

**MINUTE ORDER 041-2020 (ITEM 6.28)**

**AUTHORIZATION FOR THE PRESIDENT TO  
NEGOTIATE AND EXECUTE A CONTRACT OVER \$500,000  
TEXAS A&M UNIVERSITY**

The Board of Regents of The Texas A&M University System authorizes the President of Texas A&M University to negotiate and execute the contract, and other related documents, listed in the exhibit, Contract List No. 20-02, subject to review for legal form and sufficiency by the Office of General Counsel.

**MINUTE ORDER 042-2020 (ITEM 6.29)**

**NAMING OF  
JONES CIRCLE, A MEMORIAL SITE ON CAMPUS,  
TEXAS A&M UNIVERSITY-COMMERCE**

The Board of Regents of The Texas A&M University System hereby names the recently developed memorial site on the campus of Texas A&M University-Commerce, “Jones Circle.”

**MINUTE ORDER 043-2020 (ITEM 6.30)**

**APPROVAL OF A NEW MASTER OF ARTS  
DEGREE PROGRAM WITH A MAJOR IN CLINICAL PSYCHOLOGY  
AND AUTHORIZATION TO REQUEST APPROVAL FROM THE  
TEXAS HIGHER EDUCATION COORDINATING BOARD,  
TEXAS A&M UNIVERSITY-CORPUS CHRISTI**

The Board of Regents of The Texas A&M University System approves the establishment of a new degree program at Texas A&M University-Corpus Christi leading to a Master of Arts Degree Program with a Major in Clinical Psychology.

The Board also authorizes submission of Texas A&M University-Corpus Christi’s new degree program request to the Texas Higher Education Coordinating Board for approval and hereby certifies that all applicable criteria of the Coordinating Board have been met.

**MINUTE ORDER 044-2020 (ITEM 6.31)**

**NAMING OF THE  
WADE & PATTY WALKER FAMILY SOCCER SUITE IN THE  
DR. JACK DUGAN FAMILY SOCCER & TRACK STADIUM,  
TEXAS A&M UNIVERSITY-CORPUS CHRISTI**

The Board of Regents of The Texas A&M University System hereby names the soccer locker room in the Dr. Jack Dugan Family Soccer & Track Stadium the “Wade & Patty Walker Family Soccer Suite.”

**MINUTE ORDER 045-2020 (ITEM 6.32)**

**APPROVAL OF ACADEMIC TENURE, FEBRUARY 2020,  
TEXAS A&M UNIVERSITY-KINGSVILLE**

The Board of Regents of The Texas A&M University System, in accordance with System Policy 12.01 (Academic Freedom, Responsibility and Tenure), hereby authorizes the granting of tenure to the following faculty members at Texas A&M University-Kingsville as set forth in the exhibit, Tenure List No. 20-02.

**MINUTE ORDER 046-2020 (ITEM 6.33)**

**APPROVAL OF A NEW MASTER OF SOCIAL WORK DEGREE  
PROGRAM, AND AUTHORIZATION TO REQUEST APPROVAL FROM  
THE TEXAS HIGHER EDUCATION COORDINATING BOARD,  
TEXAS A&M UNIVERSITY-TEXARKANA**

The Board of Regents of The Texas A&M University System approves the establishment of a new degree program at Texas A&M University-Texarkana leading to a Master of Social Work.

The Board also authorizes submission of Texas A&M University-Texarkana’s new degree program request to the Texas Higher Education Coordinating Board for approval and hereby certifies that all applicable criteria of the Coordinating Board have been met.

**MINUTE ORDER 047-2020 (ITEM 6.34)**

**NAMING OF THE  
COACH BOB SLOAN BASEBALL ALUMNI PAVILION AT  
THE BUFFALO SPORTS PARK COMPETITION BASEBALL FIELD,  
WEST TEXAS A&M UNIVERSITY**

The Board of Regents of The Texas A&M University System hereby names the following space at the Buffalo Sports Park Competition Baseball Field on the campus of West Texas A&M University:

- New Pavilion - “Coach Bob Sloan Baseball Alumni Pavilion.”

**MINUTE ORDER 048-2020 (ITEM 6.35)**

**CONFIRMATION OF  
APPOINTMENT AND COMMISSIONING OF PEACE OFFICER,  
TEXAS A&M FOREST SERVICE**

In accordance with System Policy 34.06 (Appointment, Commissioning and Authority of Peace Officers), the Board of Regents confirms the Director of Texas A&M Forest Service's appointment and commissioning of Mr. Tyler B. Evans as a peace officer for the system, subject to taking the oath required of peace officers.

**MINUTE ORDER 049-2020 (ITEM 6.36)**

**APPROVAL OF THE  
TEXAS DIVISION OF EMERGENCY MANAGEMENT  
DETAILED PLAN FOR THE DEVELOPMENT, APPROVAL, AND  
PUBLICATION OF TDEM'S EXTERNAL OPERATIONS RULES,  
TEXAS DIVISION OF EMERGENCY MANAGEMENT**

The plan for the development, approval, and publication of TDEM's external operations rules, as detailed in the attached exhibit, is approved.

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ANNOUNCEMENTS

Chairman Mendoza said the next regular Board meeting was scheduled for May 13-15, 2020, at the RELIS Campus in Bryan, Texas.

ADJOURN

There being no further business, Chairman Mendoza asked for a motion to adjourn. On motion of Regent Adams, seconded by Regent Plank, the meeting was adjourned at 4:08 p.m.

Vickie Burt Spillers
Executive Director, Board of Regents

(Minutes transcribed by Gwen Kirby, Office of the Board of Regents.)

Resolution

WHEREAS, Dr. Raymund A. Paredes grew up without material wealth, but in a family that made education its No. 1 priority, he has made it his life-long mission to extend educational opportunities to all children; and

WHEREAS, Dr. Paredes was appointed to the Texas Higher Education Coordinating Board as commissioner of higher education in July 2004; and

WHEREAS, Dr. Paredes passionately advocated for increased funding for, and efficiencies in, the TEXAS Grant program, the state's largest need-plus-merit grant program, which grew by 142 percent since 2004; and

WHEREAS, Dr. Paredes pushed to make college more affordable by spearheading the growth of the Texas Affordable Baccalaureate, with 10 Texas institutions now participating in this program including Texas A&M University-Commerce, which was the first and is still the leading program in the state and among the leaders in the nation; and

WHEREAS, Dr. Paredes led the Texas Higher Education Coordinating Board with vision, working with board members, staff, education leaders and legislators to dramatically exceed the student completion goal of the state's previous higher education plan, Closing the Gaps by 2015; and

WHEREAS, Dr. Paredes relentlessly pushed forward, leading the effort to implement the state's current higher education plan, 60x30TX, which sets an overarching goal that 60 percent of Texans ages 25-34 will hold a postsecondary credential or degree by 2030; and

WHEREAS, Dr. Paredes worked effectively with higher education officials, primary and secondary school leaders, legislators and the business community to focus on student-centered policies; and

WHEREAS, Dr. Paredes emphasized the need for effective student success strategies, including for poor and under-represented students; and

WHEREAS, Dr. Paredes' commitment to academic excellence, affordability and cost efficiency has resulted in the growth of competency-based education through the Texas Affordable Baccalaureate degree program; implementation of performance-based funding for two-year colleges; reinvention of developmental education; strengthening the TEXAS Grant program as a need-plus-merit program; and the establishment of a tri-agency partnership among the Texas Higher Education Coordinating Board, the Texas Education Agency and the Texas Workforce Commission; and now, therefore, be it

RESOLVED, that The Texas A&M University System is proud to recognize Dr. Raymund A. Paredes as a transformative leader for Texas higher education who improved the lives of countless Texans and their families; and, be it, further

RESOLVED, that this resolution be included in the minutes, and official copies thereof be signed by the Chairman of the Board of Regents of The Texas A&M University System, and be presented to the Archives of The Texas A&M University System as a permanent mark of the respect of this Board of Regents for the impact Dr. Raymund A. Paredes has had on Texas and its people during his 15-year tenure on the Texas Higher Education Coordinating Board.

ADOPTED, this 6th day of February 2020.

Resolution

WHEREAS, Texas A&M International University in its former and current identity has for the past 50 years created an energetic and educated worldwide citizenry with 29,000+ graduates worldwide; and

WHEREAS, for the fifth consecutive year, Texas A&M International University is ranked in the national Top Ten Best Bang for the Buck among Southern Colleges in the 2019 Washington Monthly College Guide; and

WHEREAS, Texas A&M International University's success at retaining and graduating students is reflected in its being named the highest-rated Texas Public Masters University in Eduventure's Student Success Ratings Report; and

WHEREAS, Texas A&M International University has grown from one building to 16 buildings to date through the visionary support of state leaders and legislators and like-minded community members who have given time and treasure to accelerate the University's momentum; and

WHEREAS, five Texas A&M International University colleges and schools deliver over 90 undergraduate, graduate and doctoral degrees; and

WHEREAS, Texas A&M International University employee/faculty growth has mushroomed from 52 in 1974, to over 700 today; and

WHEREAS, researchers with Georgetown University's Center on Education and the Workforce McCourt School of Public Policy ranked Texas A&M International University's return on investment at 16th, among the highest in the nation -- with graduates projected to earn \$1,006,000 more 40 years after graduation; and

WHEREAS, Texas A&M International University's economic impact on Laredo and the South Texas region exceeds \$230 million annually; and

WHEREAS, the campus' and faculty's diversity has been recognized by The Chronicle of Higher Education which accorded Texas A&M International University a national ranking of 8th among "Colleges with the Greatest Racial and Ethnic Diversity Among Faculty Members"; and

WHEREAS, Texas A&M International University graduates' real-world returns are measurable as noted by U.S. News & World Report's 2020 Best Colleges Edition, which named the University a top performer on social mobility and empowers graduates to advance their earning potential dramatically, ranking 14th among 113 schools surveyed and was highest ranked of The Texas A&M University System's 11 campuses; and

WHEREAS, CollegeNet's Sixth Annual 2019 Social Mobility Index concurred, ranking Texas A&M International University 13th in a national Top 20, recognizing the University's power to move graduates from low-income backgrounds to well-paying careers; and

WHEREAS, Texas A&M International University is ranked 4th among the Top 20 Most Affordable Schools in Texas for a bachelor's degree by online source, Affordable Schools; and

WHEREAS, students in the University's study abroad programs have logged in excess of 10.2 million miles to 52 countries; and

WHEREAS, Texas A&M International University students have proven their volunteer commitment to service-giving and service-learning, earning two consecutive Presidential Honor Roll Awards, the highest federal recognition an institution of higher education can receive for its commitment to community, service-learning and civic engagement; and

WHEREAS, the fall class of 2019, realizing the strong integration with service that the University's milestone celebration affords, has pledged to provide over 50,000 service hours in a year-long challenge; and

WHEREAS, Texas A&M International University students' sharp analytical and research skills have been well-recognized, including as Top Award Winners at the 2019 A&M System Student Research Symposium; and

WHEREAS, the leadership strengths of six presidents have helped forge the mission, transformative impact and powerful legacy of the University; and

WHEREAS, Texas A&M International University's 50th Anniversary provides a milestone opportunity to recognize the University's trailblazers who helped make the University possible and fueled its rapid growth; now, therefore, be it

RESOLVED, that The Texas A&M University System Board of Regents proudly recognizes the remarkable impact that this young University has forged and affirms its ongoing support and partnership with Texas A&M International University and the certainty that this University's transformative impact and legacy will continue for years and generations to come; and, be it, further

RESOLVED, that this resolution be included in the minutes, and official copies thereof be signed by the Chairman of the Board of Regents of The Texas A&M University System, and be presented to the President of Texas A&M International University, and to the Archives of Texas A&M International University, as a permanent mark of the respect of this Board of Regents for the significant contributions made by Texas A&M International University to the state of Texas and The Texas A&M University System.

ADOPTED, this 6th date of February 2020.

Attachment 1

**MASTER SERVICES AGREEMENT FOR TRANSBOUNDARY AND EMERGING
DISEASE VACCINES**

This Master Services Agreement for Transboundary and Emerging Disease Vaccines (this “Agreement”), dated April 23, 2019 (the “Effective Date”), is entered into by and between **ZOETIS LLC**, with a business address at 333 Portage Street, Kalamazoo, MI 49007, USA (“Zoetis”), and The Texas A&M University System, including all system members thereof, an institution of higher education and an agency of the State of Texas, with offices at 8441 Riverside Pkwy, Clinical Building 1, Suite 3200 Bryan, TX 77807, USA (“TAMUS”). For purposes of this Agreement, each party shall be deemed to include its respective affiliates (in the case of TAMUS, this will be Texas A&M University), including, without limitation, its respective officers, directors, regents, employees, agents and consultants. Contingent upon receiving the approval of this Agreement by The Texas A&M University System Board of Regents, the parties agree as follows:

1 SCOPE OF WORK

This Agreement is intended to cover manufacturing services provided by TAMUS. TAMUS shall exercise its best efforts to carry out the services (“Work”) in accordance with the requirements set forth in consecutively numbered Exhibit A’s, beginning with Exhibit A-1, A-2, A-3 and so forth (“Exhibit”). The terms and conditions of this Agreement shall apply to any Exhibit A and addendums hereto entered into, executed and accepted by Zoetis, prior to the expiration of this Agreement. Each Exhibit is incorporated into this Agreement by reference. TAMUS will complete the Work in a professional and diligent manner, on a schedule agreed to by the parties and at a price as set forth in each Exhibit A. TAMUS agrees to conduct the Work in accordance with appropriate regulations and guidelines as specified in each Exhibit, as applicable. Such Exhibit A’s shall be signed by TAMUS or the relevant system member thereof.

2 HIERARCHY OF TERMS

In the event that there are any conflicts between the terms of this Agreement and any Exhibit, the terms of this Agreement shall control, unless explicitly changed in a specific Exhibit A and such changes apply only to that Exhibit A. The terms of this Agreement and any and all Exhibits are applicable to any other purchase order, sales acknowledgement, invoice or other such documents issued by either party relating to the work described in this Agreement or any Exhibit A and any terms associated with a purchase order, sales acknowledgement or other such documents are deleted. Any amendment to this Agreement shall be effective for all subsequently executed Exhibits.

3 NO GUARANTEE OF WORK

Notwithstanding anything in this Agreement to the contrary, until the parties have executed and delivered an Exhibit A, nothing in this Agreement shall be construed as Zoetis

engaging TAMUS for any Work. TAMUS acknowledges that the execution and delivery of this Agreement does not entitle TAMUS to provide any Work to Zoetis. Unless expressly agreed to in an Exhibit A with respect to the Work provided thereunder, Zoetis shall not be obligated to purchase any minimum volume or dollar amount of Work.

4 TERM AND TERMINATION

- A The term of this Agreement is ten (10) years from the Effective Date written above or until the completion of the Services described in each Exhibit A executed before the expiration of this Agreement. Zoetis may extend the term of this Agreement for an additional five (5) years upon mutual agreement with both parties with thirty (30) days' written notice to TAMUS.
- B Zoetis may terminate this Agreement, without cause upon not less than thirty (30) days' written notice. Zoetis shall have the right to terminate any Exhibit A or portion thereof, without cause, upon not less than thirty (30) days' written notice.
- C Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date. Upon early termination of this Agreement by Zoetis, except in the case of a material breach by TAMUS, Zoetis shall pay all costs accrued by TAMUS as of the date of termination including but not limited to non-cancelable obligations, cancellation fees, disposal costs, etc., for the term of this Agreement. TAMUS shall exert its best efforts to limit or terminate any outstanding financial commitments for which Zoetis may be liable. TAMUS shall furnish, within one hundred twenty (120) days of the effective termination date, a final report of all costs incurred and all funds received and shall reimburse Zoetis for payments, if any, which may have been advanced in excess of total costs incurred with no further obligations to Zoetis. In the event of any termination or expiration of this Agreement, the provisions of Sections 7, 8, 9, 10, 12, 13, 14, 15, 19, 20, 21, and 27 shall survive such termination, together with any other provision hereof that by its terms survives termination or expiration hereof.

5 PAYMENT

- A Zoetis will pay TAMUS for the performance of the Work as set forth in the attached budget to each Exhibit A. Each Exhibit A will specify if work will be conducted on a cost reimbursement or firm fixed price basis. The maximum amount stated in any Exhibit A (whether cost-reimbursement or fixed-price) shall not be changed except by prior written agreement of both parties. All payments will be made within thirty (30) days of receipt of, and acceptance by, Zoetis of an invoice from TAMUS (or the organization signing the specific Exhibit A). All invoices shall be pursuant to a Zoetis-issued Purchase Order number obtained in advance of said invoicing and invoices should be sent electronically to the email address indicated on the Purchase Order. A separate Purchase Order number will be issued for each Exhibit A.

If TAMUS anticipates or becomes aware of any change in the scope or timing of the performance of the Work, TAMUS will immediately notify Zoetis in writing. In the case of a cost-reimbursement based Exhibit A, TAMUS must not incur costs beyond the sum provided for in an Exhibit A without the prior written approval of Zoetis. TAMUS acknowledges that the funding described above covers all direct and indirect costs of the Work described in any relevant Exhibit A. TAMUS will ensure that all funds will be applied in accordance with each Exhibit A, using best industry practices and in accordance with TAMUS policies and procedures.

- B Zoetis shall make the payments due under this Agreement to TAMUS without any deductions for taxes of any kind whatsoever in conformity with TAMUS's status as an independent contractor. TAMUS shall be solely responsible for payment of any taxes that may be due and payable as a result of the payments made under this Agreement and agrees to pay all such taxes.

6 SCOPE CHANGES

- A Zoetis may, from time to time, by written agreement of the parties, and without invalidating this Agreement or any Exhibit A, or any portion thereof, make changes in the Work, or the conditions under which Work is to be performed, or may increase or decrease the Work to be performed. No change shall be made by TAMUS in its performance or its manner of performance of the Work without prior written authorization or instructions from Zoetis, specifying the details of the change, and specifying whether there is to be an adjustment in the price or time for performance. Upon receipt of written instructions from Zoetis specifying the changes to the relevant Exhibit A and following the execution of such change order by both parties, TAMUS shall immediately proceed with the performance of the Work, as changed.
- B Any change to any Exhibit A shall be in writing, shall define the extent of the change, the price/cost or basis of pricing/costing the change, the impact of the change on the project schedule, and shall be signed by both parties. No additional Work by TAMUS shall be paid for unless authorized in advance, in writing, by Zoetis.
- C In the event of deletion or reduction of the Work by such change, TAMUS shall not be entitled to any losses, fees, surcharges, or special, indirect, incidental, consequential or other damages, including, without limitation, contribution to lost profits or unabsorbed overhead as a result of any portion of the Work not performed.

7 MATERIALS

- A In the performance of this Agreement, it may be necessary for Zoetis to transfer materials to TAMUS. As used herein, "Material" means such proprietary chemical, biological, biopharma or similar material provided by Zoetis to TAMUS, and shall

include (I) if a chemical substance, (a) analogs and b) derivatives (substances created by a TAMUS which contain or incorporate, or were created by modifying, the Material or analogs) or (II) if a biological or bio-pharma substance, (a) progeny (i.e., unmodified descendants from the Material); (b) unmodified derivatives (i.e., (i) substances isolated from the Material or its progeny which constitute an unmodified functional subunit of the Material; and (ii) products expressed by the Material or its progeny (e.g., proteins expressed by DNA/RNA, monoclonal antibodies secreted by a hybridoma cell line, antibiotic substances elicited from organisms, and the like); and (c) modifications (substances created by TAMUS which contain/incorporate or were created by mutating the Material, progeny or unmodified derivatives).

- B Zoetis shall provide to TAMUS, for the sole purpose of conducting the Work, a quantity of the Material as is mutually agreed upon and as is reasonably available for the sole purpose of conducting the Work. The Material and any additional materials, data or information of any type transferred by Zoetis to TAMUS shall be the sole property of Zoetis. Material may not be used in humans without prior written authorization from Zoetis. TAMUS will not transmit the Material, or allow it to be transmitted, to any location other than TAMUS's own laboratories without obtaining Zoetis's prior written consent. TAMUS is prohibited from reverse engineering, decompiling, or deconstructing the Material or analyzing the chemical composition of the Material without Zoetis' written consent. The Material will not be used in research that is subject to consulting or licensing obligations to another for-profit corporation without Zoetis's prior written consent. Except as is necessary to complete the Work, it is understood that no patent right, license or option is hereby granted by either party to the other by this Agreement and that neither the disclosure of Confidential Information nor the performance of the Work shall result in any obligation to grant any rights to the Material.
- C Upon completion of the Work, and except as otherwise set forth in this Agreement or an Exhibit A, with specificity, all Materials, Confidential Information and other propriety information provided to TAMUS and all copies, derivatives, progeny and works related thereto ("Zoetis Materials") shall, at Zoetis' sole discretion, either be returned to Zoetis or be destroyed. TAMUS shall be allowed to retain copies of documents and retains of materials required to support any future regulatory or legal discussions and or actions. TAMUS shall confirm with Zoetis within (15) days of expiration or earlier termination of the Agreement whether TAMUS must destroy or return Zoetis Materials. If Zoetis requests the destruction of Zoetis Materials, TAMUS will provide to Zoetis a written confirmation of destruction within ten (10) days of Zoetis' request for destruction.

8 INTELLECTUAL PROPERTY

- A Zoetis will retain ownership of all data, materials, information or intellectual property furnished to TAMUS by Zoetis in connection with this Agreement. All intellectual property produced by TAMUS in performance of the Work, including

without limitation discoveries, inventions, methodologies, technical information, improvements, software, writings and copyrightable works conceived, made, discovered, written, and first reduced to practice in performance of the Work (collectively, "Results"), will belong to Zoetis; provided, however, that all TAMUS background intellectual property will continue to be owned solely by TAMUS. To the extent necessary for Zoetis to practice the Results and to the extent not in conflict with any pre-existing legal obligations of TAMUS, TAMUS hereby grants to Zoetis a non-exclusive, transferable license to TAMUS background intellectual property. TAMUS agrees to complete, at Zoetis's expense, any documents necessary for Zoetis to file patent applications and to prosecute patents with respect to such Results in Zoetis's name. Zoetis shall pay reasonable hourly rates as necessary for any such work. TAMUS shall, if deemed necessary or desirable by Zoetis, on the same terms, execute an assignment of rights to Zoetis with respect to such patent applications or patents. To the extent that during the course of performing any Exhibit A issued hereunder, TAMUS first reduces to practice a production improvement that is useable outside the field of animal health and does not include Zoetis Confidential Information or Materials, Zoetis agrees to negotiate with TAMUS a royalty-free, non-exclusive, transferable license to such improvements for use outside the field of animal health.

- B Except as may be expressly set forth in this paragraph, nothing contained in the Agreement shall be deemed to grant by implication, estoppel, or otherwise any commercial license under any patents, patent applications, or other proprietary interests to any inventions, discovery or improvement of either party.
- C It is recognized and understood that the existing inventions, technologies, or other intellectual property of Zoetis and TAMUS are their separate property, respectively, and, except as is specifically set forth herein, are not affected by this Agreement and neither party shall have any claims to or rights in such existing inventions, technologies, and intellectual property of the other party.
- D Without limiting the Parties' obligations under this Agreement, as soon as reasonably practicable after the completion of any Work under this Agreement, TAMUS will, at Zoetis' cost or expense, transfer and deliver to Zoetis all tangible data, materials, and information developed under this Agreement, including all information necessary for Zoetis to reproduce the Results and any improvements or modifications directly relating to the Results. TAMUS shall provide technical assistance and have regular knowledge transfer discussions reasonably sufficient to transfer the Results and any improvements or modifications directly relating to the Results, and Zoetis shall pay reasonable hourly rates as necessary.

9 CONFIDENTIAL INFORMATION

For purposes of this Agreement, the term "Confidential Information" shall mean all information relating to the Work, including but not limited to (i) data, know-how, protocols, technical and non-technical materials which a party may disclose to the other

party pursuant to this Agreement and (ii) information resulting from the Work which discloses, in whole or part, any proprietary data or materials of the disclosing party. A party receiving Confidential Information from the other party shall maintain the Confidential Information in confidence with the same degree of care it holds its own confidential information. A party receiving Confidential Information from the other party shall not use the Confidential Information except to perform the Work. A party receiving Confidential Information from the other party will disclose such Confidential Information only to its officers, agents and employees directly concerned with carrying out the Work, but must not disclose the Confidential Information to any third party nor use the Confidential Information for any other purpose without prior written approval of the disclosing party. All confidentiality obligations of TAMUS and Zoetis under this Agreement shall survive the termination of this Agreement for a period of five (5) years.

10 EXCEPTIONS TO CONFIDENTIALITY

A party's obligation of nondisclosure and the limitations upon the right to use the Confidential Information received from the disclosing party shall not apply to the extent that the receiving party can demonstrate that the Confidential Information: (a) was in the possession of the receiving party prior to the time of disclosure; or (b) is or becomes public knowledge through no fault or omission of the receiving party; (c) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; (d) that is or was independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (e) that is required to be disclosed by applicable law or order of a court or administrative body of competent jurisdiction. All Confidential Information will be returned to the disclosing party upon termination of this Agreement for any reason, except for one copy, which the receiving party may use for the sole purpose of determining its continuing confidentiality obligation to the disclosing party under this Agreement. The receiving party is not obligated to return or destroy Confidential Information in electronic backup systems or otherwise that is not reasonable capable of being readily located and segregated without undue burden or expense.

11 STATUS MEETINGS

On the dates and at the locations specified in the applicable Exhibit A, the appropriate representatives of the parties shall meet at a Zoetis-designated site or by telephone conference, as determined by Zoetis, to discuss the status of each applicable Exhibit A and any difficulties or issues that may exist. Reasonably in advance of each status meeting TAMUS shall present to Zoetis a written report of the status of each applicable Exhibit A. The report shall include a summary, in such detail as Zoetis shall reasonably request, of: (a) the accomplishments and difficulties encountered during the prior reporting period; (b) suggestions and proposed actions for dealing with and resolving any identified difficulties and the anticipated results during the next reporting period; (c) comprehensive and consolidated log of all outstanding project-related problems identified by Zoetis and TAMUS that remain to be resolved; and (d) if applicable, identification of any Zoetis or third party delays or other circumstances that TAMUS claims have impacted or will impact its ability to meet the project schedule or any milestone.

12 REPORTS, RECORDKEEPING AND ACCESS TO FACILITIES

- A TAMUS shall prepare and maintain records, reports and data as provided in the Exhibit A, and in accordance with all applicable local, state and federal laws and regulations.
- B Subject to the terms of this Agreement, all records, test results, progress reports, final reports and other data relating to the performance of the Work, and any results, and summaries therefrom (collectively, the “Service Records”), are owned by Zoetis, and TAMUS agrees to assign and hereby assigns the ownership of the Service Records to Zoetis. However, TAMUS may maintain retain a copy of such documents for its internal purposes. TAMUS will maintain the Service Records on Zoetis’s behalf in a secure place, which storage unit (e.g. file cabinet, locker, binders, etc.) will be branded “Property of Zoetis” or whatever other designation Zoetis provides. The Service Records will not be comingled with any data or records belonging to TAMUS or to any third party, and will be provided to Zoetis promptly upon request. A copy of all records will be maintained by TAMUS, on Zoetis’s behalf and at Zoetis’s expense, in the manner described in this Agreement, for a period of five (5) years from the end of any Exhibit A work or the shelf life of the product, whichever is longer. At the end of this period TAMUS must obtain Zoetis’s written consent to destroy such documentation. If Zoetis does not approve of such consent within ninety (90) days, TAMUS will return the documentation to Zoetis at Zoetis’ cost. During the term of this Agreement, no original documentation may be destroyed without Zoetis’s written consent. At the completion of any Exhibit A work, TAMUS will create electronic copies of any work completed and will forward or destroy any original documents to Zoetis at Zoetis’ expense.
- C TAMUS shall cooperate with any regulatory authority with appropriate jurisdiction and allow them reasonable access to relevant Work records and data.

13 LEGAL AND REGULATORY FILINGS AND REQUESTS

- A TAMUS shall cooperate with Zoetis, at Zoetis’ cost and expense in responding to all requests for information including manufacturing processes and product information regardless if confidential in nature from, and in making all legally required filings with governmental authorities having jurisdiction to make such requests or require such filings. TAMUS shall (a) obtain and comply with all licenses, consents and permits (and TAMUS shall provide Zoetis with a copy of all such licenses, consents and permits upon request), and (b) comply with all applicable laws that are material to its manufacturing and packaging processes, the facilities, or otherwise, to permit the performance of its obligations hereunder. Upon Zoetis’ request, TAMUS shall apply for and obtain any necessary certificates or licenses necessary to operate the facilities as required by Exhibit A or an addendum hereto. TAMUS shall pay all reasonable costs necessary to obtain such

certificates or licenses, and be entitled to be reimbursed against invoice by Zoetis at cost (direct and indirect), i.e. without mark-up or service fee.

14 INSPECTIONS AND AUDITS

- A If any governmental authority conducts an inspection at TAMUS's facilities, seizes any Results, or otherwise notifies TAMUS of any violation or potential violation of any applicable law directly affecting any Results or of any intended inspection of the Dedicated Facility, TAMUS shall, to the extent permitted by law, promptly notify Zoetis of such, and TAMUS shall, at Zoetis' cost, take such actions as reasonably instructed by Zoetis and agreed to by TAMUS. In the event that any such governmental authority requests, but does not seize, the Results in connection with any such inspection, TAMUS, as the case may be, shall promptly notify Zoetis of such request, and shall promptly send any Results requested by the governmental authority to Zoetis unless required by law.
- B TAMUS shall maintain, in accordance with Generally Accepted Government Accounting Standards, records reflecting the accuracy of TAMUS's charges, including invoices for compensation, and other information as Zoetis may reasonably require in connection with this Agreement. TAMUS shall preserve such documents, without receipt of additional compensation, for at least three (3) years after the date of the final payment. Upon reasonable notice, Zoetis may audit such documents to verify compliance with this Agreement. All such information gathered in said audit shall be held as confidential information by Zoetis, except to the extent necessary for Zoetis to reveal such information in order to enforce its rights under this Agreement or if disclosure is required by law. TAMUS shall cooperate fully with Zoetis during audits performed under this Section, including furnishing to Zoetis copies of all requested documents. TAMUS agrees to reimburse Zoetis for any charges that are not appropriately related to the performance of Work under an Exhibit A.

15 DATA PRIVACY

- A If TAMUS processes any personal data on Zoetis' behalf ("Personal Data"), then TAMUS will do so in accordance with reasonable and appropriate Zoetis' prior written instructions and will take all appropriate and reasonable technical and organizational measures to prevent unauthorized or unlawful processing or accidental loss or destruction of or damage to such data. TAMUS shall preserve the accuracy and integrity of Personal Data. TAMUS shall update, amend, correct or delete Personal Data that is inaccurate or incomplete at the request of Zoetis or the data subject. To the extent that a security issue or data breach in relation to the Personal Data is identified by or made known to TAMUS, TAMUS shall immediately notify Zoetis in writing and, within ten (10) business days thereafter, correct the problem that led to: (a) such security issue; or (b) such data breach.

- B To the extent that TAMUS provides data to Zoetis which could be considered personal data requiring data privacy protections, TAMUS consents to the Personal Data being processed and used for the purposes of the administration of the parties contractual relationship (including without limitation the transfer of this Personal Data to other members of the Zoetis group of companies, to representatives and contractors working on behalf of Zoetis group and to veterinary regulatory authorities both within and outside the European Economic Area (EEA) (including the United States and Australia), both in connection with the Work and Zoetis' subsequent activities). In addition, TAMUS's Personal Data will be held on one or more databases for the purposes of determining TAMUS's potential involvement in future research activities and for regulatory requirements.

16 ENVIRONMENTAL HEALTH & SAFETY COMPLIANCE

- A It is very important to Zoetis that its contractors comply in all respects with applicable environmental, health and safety laws and any related guidelines or operating procedures Zoetis gives TAMUS, so long as such operating procedures do not conflict with the State of Texas requirements. Accordingly, TAMUS must:
- I give to Zoetis any reasonable information Zoetis requests that relates to the environmental, health and safety aspects of TAMUS's operations.
 - II comply with the applicable laws, guidelines and operating procedures and indemnify Zoetis against any liability Zoetis incurs because TAMUS fails to comply with them.
 - III perform services under this contract in a safe and ethical manner (including the storage, handling and disposal of any hazardous materials and the treatment of animals).
 - IV notify Zoetis if, at any time, TAMUS is not compliant with the laws, guidelines and operating procedures and the non-compliance poses a significant threat to the environment or health and safety.
 - V immediately take corrective steps if, at any time, Zoetis notifies TAMUS that TAMUS's conduct of services does not comply with the applicable laws, guidelines or operating procedures.
- B Each party shall be solely responsible for obtaining, and shall obtain in a timely manner, and maintain in good standing, all necessary environmental or other licenses, registrations, notifications, certificates, approvals, authorizations or permits required under environmental laws and any private permissions, whether de novo documents or modifications to existing documents, which are necessary to perform the respective rights and obligations hereunder, and shall bear all costs and expenses associated therewith. Each party shall provide copies of all items referenced herein to the respective other party upon reasonable request.

- C Upon discovery, TAMUS shall provide to Zoetis (as provided in Section 27A, below) with immediate verbal notice confirmed in writing within one (1) business day of the verbal notice, in the event of any significant condition incident, which shall include any event, occurrence, or circumstance, including any governmental or private action, which could materially impact its ability to fulfill its obligations under this Agreement. These include, but are not limited to: (i) material revocation or modification of any of the documents described in subparagraph (A); (ii) any action by governmental authorities that may reasonably lead to the material revocation or modification of required permits, licenses, or authorizations; (iii) any fire, explosion, significant accident, or catastrophic release of hazardous substances, or significant “near miss” incident; (iv) any significant non-compliance with environmental laws; and (v) any environmental condition or operating practice that may reasonably present a significant threat to human health, safety or the environment.

17 TAMUS’S SOCIAL RESPONSIBILITY

- A TAMUS represents and covenants that it does not, as of the Effective Date, and shall not, during the term of this Agreement (i) use involuntary or underage labor (defined in accordance with applicable laws) at the facility(ies) where its performance under this Agreement will occur, and (ii) maintain unsafe or unhealthy conditions in any dormitories or lodging that it provides for its employees that directly relate to the Work performed under an Exhibit A to this Agreement. TAMUS agrees that during the term of this Agreement it shall promptly correct unsafe or unhealthy conditions in any dormitories or lodging that it provides for its employees.
- B To the extent permitted by law, TAMUS will provide Zoetis with periodic access upon reasonable notice, to any of its facilities where it is performing the Work described in an Exhibit A under this Agreement, to its employees and records, and to any associated dormitories or lodging that TAMUS provides to its employees, that directly relate to the Work performed under an Exhibit A to this Agreement, to permit Zoetis to determine TAMUS’s compliance with this Section 18. Notwithstanding the preceding, Zoetis may exercise its inspection rights under this paragraph upon receipt of any information that would suggest to a reasonable person that TAMUS is not fulfilling its obligations under this Section. Any such access or inspection must be very limited in content due to the fact that employee records will contain highly personal information that is strictly controlled by privacy laws. To the extent, if any, Zoetis has access to or inspects employee records, then prior to any such inspection or access, Zoetis must execute a nondisclosure agreement providing for confidential treatment of such information by Zoetis and agreement by Zoetis to be responsible for any liability arising out of any breach of such nondisclosure agreement by Zoetis.

18 IMMIGRATION AND LABOR

University will comply with all applicable immigration laws. University will also comply with all applicable labor laws and guidelines.

19 INSURANCE

As an independent contractor, any personal injury or property damage suffered by TAMUS, its employees, directors and officers in the course of carrying out any duties under this Agreement will be TAMUS's sole responsibility, except to the extent such personal injury or property damage occurs on Zoetis's premises or is directly caused by Zoetis's negligence. No workers' compensation insurance shall be obtained by Zoetis concerning TAMUS. TAMUS shall comply with workers' compensation laws and shall provide a certificate of workers' compensation insurance, where applicable.

20 USE OF NAME; PUBLICATIONS

No press releases or other statements in connection with this Agreement intended for use in the public or private media shall be made by Zoetis or TAMUS without the prior written consent of the other party. If either party is required by law or governmental regulation to describe its relationship to the other, it shall promptly give the other party notice with a copy of any disclosure it proposes to make. TAMUS is an agency of the State of Texas and must strictly comply with the Texas Public Information Act. In addition, neither Party shall use either Party's name in connection with any products, services, promotion, or advertising without mutual prior written permission. In any such statements, it shall accurately describe the scope and nature of the relationship and the work being conducted. Furthermore, neither party shall indicate, directly or indirectly, any endorsement of such party's products or services by the other party without obtaining the prior written approval of the other party. TAMUS shall not make any presentation or publication relating to this Agreement or the Results of the Services without Zoetis's prior written consent. If by written amendment consent is provided, Zoetis shall be furnished copies of the proposed manuscript intended for journal publication sixty (60) days in advance of such proposed disclosure and shall be furnished a copy of an abstract intended for presentation at a meeting or conference. Prior to the end of the review period, Zoetis may request and TAMUS will comply to delete all Zoetis Confidential Information. These periods may be extended for an additional thirty (30) days when Zoetis discloses reasonable need for such extension in order for patent protection to be filed.

21 REPRESENTATIONS AND WARRANTIES

TAMUS represents that: (i) it is not a party to any threatened or pending litigation that would affect its ability to perform its obligations under this Agreement and any Work described in an Exhibit A hereto; (ii) there are no outstanding judgments against TAMUS that would affect its ability to perform its obligations under this Agreement; and (iii) it has not received any written notification of, and to the knowledge of TAMUS there is no,

investigation by any government entity involving TAMUS that would affect its ability to perform its obligations under this Agreement and any Work described in an Exhibit A hereto. In the event TAMUS becomes aware of any changes to its representation to Zoetis, TAMUS shall immediately notify Zoetis in writing.

22 RELATIONSHIP OF THE PARTIES

TAMUS shall render the services hereunder as an independent contractor and neither TAMUS nor its employees are employees of Zoetis. Accordingly, neither TAMUS nor its employees will (i) participate in Zoetis employee benefit plans nor receive any other compensation beyond that stated below, (ii) have the power or authority to bind Zoetis or to assume or create any obligation or responsibility, express or implied, on Zoetis's part or in Zoetis's name, except as otherwise set forth in this Agreement, or (iii) represent to any person or entity that TAMUS or any employee of TAMUS has such power or authority. Zoetis shall make the payments due under this Agreement to TAMUS without any deductions for taxes of any kind whatsoever in conformity with TAMUS's status as an independent contractor. TAMUS shall be solely responsible for payment of any taxes that may be due and payable as a result of the payments made under this Agreement and agrees to pay all such taxes.

23 DEBARMENT

TAMUS certifies that it is not debarred under subsections 306(a) or (b) of the Federal Food, Drug and Cosmetic Act and that it has not and will not use in any capacity the services of any person debarred under such law with respect to services to be performed under this Agreement. TAMUS further certifies that it will amend this certification as necessary in light of new information.

24 ANTI-BRIBERY

- A TAMUS warrants that it has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value to improperly or corruptly seek to influence any government official, and, if TAMUS is itself a government official, has not accepted, and will not accept in the future, such a payment.
- B TAMUS agrees to permit Zoetis to take reasonable steps to ensure that funds provided pursuant to this Agreement are properly used, including: (a) providing periodic invoices stating, in detail, the work performed; and (b) permitting, during the term of this Agreement and for three years after final payment has been made under this Agreement, Zoetis' internal and external auditors access to any of TAMUS's relevant books, documents, papers, and records involving transactions related to this Agreement. Further, it is very important to Zoetis that TAMUS comply with all applicable legal requirements and guidelines prohibiting unfair business practices.

- C TAMUS agrees to comply with the Zoetis Anti-Corruption and Anti-Bribery principles attached as Exhibit B, and duly and accurately completed the due diligence questionnaire if provided by Zoetis, as applicable.

25 EXPORT TECHNOLOGY

It is understood that TAMUS and Zoetis are subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data, material, and commodities may require a license from the cognizant agency of the United States Government and/or written assurances that such data or commodities will not be exported to certain foreign countries without prior approval of the cognizant government agency. Zoetis and TAMUS agree to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement. Zoetis shall notify TAMUS if any data or materials to be supplied to TAMUS by Zoetis are subject to export control license requirements or are listed under export control regulations.

26 SUBCONTRACTING

Except for subcontracts issued to system members, TAMUS shall not subcontract any of its duties under this Agreement without the prior written consent of Zoetis which may be withheld at its discretion. Any such attempted subcontracting of duties without the prior written consent of Zoetis shall be void and ineffective. Any such subcontracting consented to by Zoetis shall not relieve TAMUS of its responsibilities and liabilities hereunder and TAMUS shall remain liable to Zoetis for the conduct and performance of each permitted subcontractor hereunder.

27 MISCELLANEOUS

- A Notices. Any notices permitted or required pursuant to this Agreement shall be deemed effective if made in writing and sent, postage prepaid, return receipt requested, by overnight delivery, or where applicable via phone or email as follows:

If to Zoetis (Legal):	Zoetis LLC Attn: Betsy Joseph, Corporate Counsel 333 Portage Street – Mailstop: KZO-300-104SW Kalamazoo, MI 49007 LegalNotices@zoetis.com
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Zoetis LLC John M. Hardham, Ph.D., Research Director, Global Biologics Research 333 Portage Street, KZO-300-204.3
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Kalamazoo, MI 49007
Office: 269-359-9211; Mobile: 269-492-5253
john.m.hardham@zoetis.com

If to TAMUS:

TAMUS – CIADM
Attn: William Jay Treat, Principle Investigator
200 Technology Way, Suite 2079
College Station, TX 77845
wjtreat@tamhsc.edu

TAMUS – CIADM
Attn: Richard Bailey, Director of Contract Admin
200 Technology Way, Suite 2079
College Station, TX 77845
rbailey@tamhsc.edu

- B Entire Agreement; Amendments. This Agreement sets forth the entire agreement between Zoetis and TAMUS as to its subject matter. None of the terms of this Agreement shall be amended except in a writing signed by both parties.
- C Counterparts and Electronic Signatures. This Agreement and any amendments or attachments thereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement or any amendments or attachments thereto transmitted by means of an electronic signature consistent with TAMUS' policy on electronic signature and using a tool which identifies and authenticates the signatory as the source of the electronic signature shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendments or attachments for all purposes.
- D Force Majeure. Neither Zoetis nor TAMUS shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of Zoetis or TAMUS.
- E Authority and Compliance. Each Party represents it has the right and authority to enter into and perform its obligations under this Agreement, and performing such obligations is not inconsistent with any other obligation of such party. Both Zoetis and TAMUS will perform all of its respective obligations under this Agreement in accordance with all applicable governmental laws, rules and regulations.
- F Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, Any attempt to do so shall be void; provided,

however, Zoetis may assign its rights hereunder to any affiliated or related entity, including any successor organizations created by merger, consolidation, acquisition or public offering with or by Zoetis or its affiliates, provided that any such assignee shall assume Zoetis's obligations hereunder and be reasonably financially responsible.

- G Waiver. No waiver of any term, provision, or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver or estoppel of any such term, provision, or condition or of any other term, provision, or condition of this Agreement.
- H Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remaining terms hereof shall not be affected but shall be valid and enforced.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers and representatives.

THE TEXAS A&M UNIVERSITY
SYSTEM

ZOETIS LLC

By:

By:

Name: Catherine A. Knupp
Vice President, Zoetis LLC

Name: Jon Mogford, Ph.D.

Title: Executive Vice President & President
Veterinary Medicine Research &
Development

Title: Vice Chancellor for Research

Date: 10/1/19

Date: 10/7/19

Signed as to Legal Form:

EXHIBIT A-__
Statement of Work for Service Agreement

Dated: _____

This Exhibit A amends and supplements the Master Services Agreement entered into _____, between **Zoetis LLC** (“Zoetis”) and **The Texas A&M University System** (“TAMUS”) and together these agreements define the terms and conditions under which TAMUS will conduct the following work for Zoetis:

Description of Work:	
Zoetis Material:	
Period of Performance:	
Designated Research Representative:	Name: Tel: Fax:
Designated Zoetis Representative:	Name: Tel: Fax:
Status Meetings and Reports:	
Deliverables:	
Deliverables Time Period Expectations:	
Cost and Payment:	Total Price: Payment Schedule:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective duly authorized officers and representatives.

THE TEXAS A&M UNIVERSITY
SYSTEM

ZOETIS LLC

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT B**Global Anti-Bribery and Anti-Corruption Principles**

Zoetis has a corporate policy that prohibits colleagues or anyone acting on our behalf from providing any payment or benefit to any person or entity in order to improperly influence a government official or other third party or to gain an unfair business advantage. Zoetis is committed to acting ethically and legally in accordance with all applicable laws and regulations. We expect the same commitment from the consultants, agents, representatives or other companies and individuals acting on our behalf (“Providers”), as well as those acting on behalf of Providers, in connection with work for Zoetis.

Bribery of government officials

Most countries have laws that forbid making, offering or promising any payment or anything of value (directly or indirectly) to a government official when the payment is intended to influence an official act or decision to award or retain business. It is Zoetis policy to broadly interpret “government official” to include: (i) any elected or appointed government official; (ii) any employee or person acting for or on behalf of a government official, agency, or enterprise performing a governmental function; (iii) any political party, candidate for public office, officer, employee, or person acting for or on behalf of a political party or candidate for public office; or (iv) an employee or person acting for or on behalf of a public international organization. “Government” is meant to include all levels and subdivisions of governments (i.e., local, regional, or national and administrative, legislative, or executive).

Anti-bribery and anti-corruption principles governing interactions with governments and government officials

A Provider must communicate and abide by the following principles with regard to their interactions with governments and government officials:

- Providers, and those acting on their behalf in connection with work for Zoetis, may not directly or indirectly make, promise, or authorize the making of a corrupt payment or provide anything of value to any government official as an improper inducement for such government official to make any governmental act or decision to help Zoetis obtain or retain business or otherwise improperly benefit Zoetis’ business activities.
- Providers, and those acting on their behalf in connection with work for Zoetis, need to understand whether local laws, regulations, or operating procedures impose any limits, restrictions, or disclosure requirements on compensation, financial support, donations, or gifts that may be provided to government officials. Providers, and those acting on their behalf in connection with work for Zoetis, must take into account and comply with any applicable restrictions in conducting their Zoetis-related activities. If a Provider is uncertain as to the meaning or applicability of any identified limits, restrictions, or disclosure requirements with respect to interactions with government officials, that Provider should consult with his or her primary Zoetis contact before undertaking their activities.

- Providers, and those acting on their behalf in connection with work for Zoetis, are not permitted to offer facilitation payments. A “facilitation payment” is a nominal, unofficial payment to a government official for the purpose of securing or expediting the performance of a routine, non-discretionary governmental action. Examples of facilitation payments include payments to expedite the processing of licenses, permits or visas for which all paperwork is in order. In the event that a Provider, or someone acting on their behalf in connection with work for Zoetis, receives or becomes aware of a request or demand for a facilitation payment or bribe in connection with work for Zoetis, the Provider shall report such request or demand promptly to his or her primary Zoetis contact before taking any further action.

Commercial bribery

Bribery and corruption can also occur in non-government, business to business relationships. Most countries have laws which prohibit offering, promising, giving, requesting, receiving, accepting, or agreeing to accept money or anything of value in exchange for an improper business advantage. Zoetis colleagues are not permitted to offer, give, solicit or accept bribes, and we expect our Providers, and those acting on their behalf in connection with work for Zoetis, to abide by the same principles.

Anti-bribery and Anti-corruption principles governing interactions with non-governmental parties and Zoetis colleagues

Providers must communicate and abide by the following principles with regard to their interactions with non-governmental parties and Zoetis colleagues:

- Providers, and those acting on their behalf in connection with work for Zoetis, may not directly or indirectly make, promise, or authorize the making of a corrupt payment or provide anything of value to any person to induce that person to provide an unlawful business advantage for Zoetis.
- Providers, and those acting on their behalf in connection with work for Zoetis, may not directly or indirectly, solicit, agree to accept, or receive a payment or anything of value as an improper inducement in connection with their business activities performed for Zoetis.
- Zoetis colleagues are not permitted to receive gifts, services, perks, entertainment, or other items of more than token or nominal monetary value from Providers, and those acting on their behalf in connection with work for Zoetis. Moreover, gifts of nominal value are only permitted if they are received on an infrequent basis and only at appropriate occasions.

Reporting Suspected or Actual Violations

Providers, and those acting on their behalf in connection with work for Zoetis, are expected to raise concerns related to potential violations of these Anti-Bribery and Anti-Corruption Principles or the law. Such reports can be made to a Provider’s primary point of contact at Zoetis, or to the Zoetis Compliance Office by e-mail at Compliance@Zoetis.com or by phone at +1 (973) 822-7000

**THE TEXAS A&M UNIVERSITY SYSTEM
CONFIRMATION OF EMERITUS TITLES
EMERITUS TITLE LIST NO. 20-02**

System Member Honoree	Years of Service	Current Rank	Title Conferred	Effective Date
TEXAS A&M UNIVERSITY				
Dr. David L. Carlson	38	Professor	Professor Emeritus of Anthropology	Upon Approval by the Board and the Honoree's Retirement
Ms. Esther Carrigan	37	Professor	Professor Emerita of University Libraries	Upon Approval by the Board and the Honoree's Retirement
Dr. Walter C. Daugherty	32	Senior Lecturer	Senior Lecturer Emeritus of Computer Science and Engineering	Upon Approval by the Board and the Honoree's Retirement
Dr. Kirk Clowe Edney	21	Instructional Associate Professor	Instructional Associate Professor Emeritus of Agricultural Leadership, Education and Communications	Upon Approval by the Board and the Honoree's Retirement
Dr. David M. Grogan	20	Clinical Associate Professor	Clinical Associate Professor Emeritus of Oral and Maxillofacial Surgery	Upon Approval by the Board and the Honoree's Retirement
Dr. Daniel F. Jennings	22	Professor	Professor Emeritus of Engineering Technology and Industrial Distribution	Upon Approval by the Board and the Honoree's Retirement

System Member Honoree	Years of Service	Current Rank	Title Conferred	Effective Date
Ms. Pixey A. Mosley	25	Professor	Professor Emerita of University Libraries	Upon Approval by the Board and the Honoree's Retirement
Dr. Susan L. Payne	17	Associate Professor	Associate Professor Emerita of Veterinary Pathobiology	Upon Approval by the Board and the Honoree's Retirement
Dr. John B. Penson, Jr.	44	Regents Professor	Regents Professor Emeritus of Agricultural Economics	Upon Approval by the Board and the Honoree's Retirement
Dr. Darwin J. Prockop	11	Professor	Professor Emeritus of Molecular and Cellular Medicine	Upon Approval by the Board and the Honoree's Retirement
Dr. James W. Richardson	40	Regents Professor	Regents Professor Emeritus of Agricultural Economics	Upon Approval by the Board and the Honoree's Retirement
Dr. J. Martin Scholtz	26	Professor	Professor Emeritus of Molecular and Cellular Medicine	Upon Approval by the Board and the Honoree's Retirement
Dr. Charles H. Shea	41	Senior Professor	Professor Emeritus of Health and Kinesiology	Upon Approval by the Board and the Honoree's Retirement
Dr. Wayne E. Wylie	38	Senior Associate Professor	Associate Professor Emeritus of Health and Kinesiology	Upon Approval by the Board and the Honoree's Retirement

TEXAS A&M UNIVERSITY-COMMERCE

Dr. Stuart Anderson	46	Professor	Professor Emeritus of Mathematics	Upon Approval by the Board and the Honoree's Retirement
Dr. Adolfo Benavides	20	Professor	Professor Emeritus of Economics	Upon Approval by the Board and the Honoree's Retirement

System Member Honoree	Years of Service	Current Rank	Title Conferred	Effective Date
*Dr. Joe Gilbert "J.G." Grove	35	Professor	Professor Emeritus of Industrial Arts Education	Upon Approval by the Board

*Posthumous

The Texas A&M University System
Appointed and Commissioned Peace Officers
December 17, 2019

University Officer's Name	Title	Hire Date
PRAIRIE VIEW A&M UNIVERSITY		
Acosta, Jean M.	Peace Officer	09/24/2019
Anderson, Raven S.	Peace Officer	07/23/2019
Tijerina, Alfonso	Peace Officer	10/08/2019
TARLETON STATE UNIVERSITY		
Burney, Brandon D.	Peace Officer	10/07/2019
TEXAS A&M INTERNATIONAL UNIVERSITY		
Martinez, Alejandro C.	Peace Officer	11/18/2019
TEXAS A&M UNIVERSITY		
DeWitt, Patrick W.	Peace Officer	12/06/2019
Hazel, Trevin R.	Peace Officer	11/26/2019
Leseth, Robert J.	Peace Officer	12/06/2019
McCorkill, Thomas L.	Peace Officer	12/06/2019
Wright, Kimberly R.	Peace Officer	12/06/2019
TEXAS A&M UNIVERSITY-KINGSVILLE		
Suarez, Martin	Peace Officer	10/21/2019

The Texas A&M University System
FY 2021 Operating Budget Guidelines

The Texas A&M University System (A&M System) is committed to serving the citizens of the state of Texas and understands that the valuable, but limited, resources provided to us must be utilized in the most efficient and effective manner and, as always, with the benefit of the state taxpayers foremost on our minds. The A&M System will continue to act as good stewards of the state of Texas' limited resources and will ensure the benefit to the state taxpayer is considered in every academic, research and service activity performed.

The A&M System remains focused on keeping the cost of attending our universities affordable, expanding student access, improving existing programs, developing new programs to meet new demands, expanding research and commercialization capabilities and implementing operational efficiencies through shared services, strategic outsourcing and other opportunities. Careful consideration must be given to maintaining the proper balance between tuition and fee increases and financial aid, and the effects these have on student access. The imperative of excellence in all we do and the reality of resource limitations in the state of Texas increase the difficulty of meeting these challenges and dictate that we devote our collective skills to ensuring that the productivity of all A&M System resources is optimized.

In preparation for the upcoming FY 2021 budget process, we will remain focused on keeping administrative costs low through the continued improvement of operational efficiencies. In addition, budget recommendations shall be prepared within the estimated funds available and reserve balances should only be used in special one-time situations or where a definite plan provides justification of a limited use of such balances. In self-supporting activities, total funds budgeted shall not exceed realistic estimates of income and balances brought forward. It is expected that government and private contracts will finance their proportionate share of increases being recommended. Recommendations for other operating expenses should be based upon careful estimates of actual needs, taking into account every possibility for savings. Every effort should be made to ensure that we are taking advantage of cost savings opportunities and reducing expenditures wherever possible. In addition, all budgetary projections should include provisions to accommodate items subject to possible inflationary increases during the course of this operating year.

Chief Executive Officers are authorized to begin the process of preparing the FY 2021 operating budgets within the limits of available resources. The System Office of Budgets and Accounting will provide detailed instructions to be used in the support of each phase of the review and approval process for the Chancellor and Board of Regents.

FY 2021 Budget Calendar

2020

February	FY 2020 budget update provided to the Board
April	Preliminary budgets submitted to the System Office of Budgets and Accounting for review
April/May (TBD)	Programmatic Budget Reviews
May	FY 2021 Budget presented to the Board for approval

02.01 Board of Regents

Revised [February 6, 2020](#) (MO -2020)
Next Scheduled Review: February 6, 2025
Click to view [Revision History](#).



Policy Summary

This policy sets out the roles and responsibilities of the Board of Regents (board) of The Texas A&M University System (system) as assigned by law to the governing boards of institutions of higher education and clearly delineates the responsibilities of the board, its requirement for public transparency of agenda items and how the board is to be supported.

Policy

1. RESPONSIBILITIES OF THE BOARD

The board accepts and adopts the following role and responsibilities assigned by law to governing boards of institutions of higher education:

- 1.1 The board will provide the policy direction for the system and its member universities and agencies. The board will formulate, update, adopt and publish official policies for the system as described in System Policy *01.01, System Policies and Regulations, and Member Rules and Procedures*.
- 1.2 The board, being composed of lay members, will exercise the traditional and time-honored role for such boards as its role has evolved in the United States and will constitute the keystone of the governance structure. In this regard the board will:
 - (a) preserve institutional independence and defend its right to manage its own affairs through its chosen administrators and employees;
 - (b) enhance the public image of each member under its governance;
 - (c) interpret the community to each campus and interpret each campus to the community;
 - (d) nurture each member under its governance to the end that each member achieves its full potential within its role and mission; and
 - (e) insist on clarity of focus and mission of each member under its governance.
- 1.3 In addition to other powers and duties assigned in law, the board will:
 - (a) establish, for each member under its control and management, goals consistent with the role and mission of the member;

- (b) appoint the chancellor of the system;
- (c) appoint and annually evaluate each member chief executive officer (CEO) and assist each CEO in the achievement of performance goals;
- (d) set campus admissions standards consistent with the role and mission of the member and in consideration of the admissions standards of similar institutions nationwide having a similar role and mission, as determined by the Texas Higher Education Coordinating Board (coordinating board); and
- (e) ensure that its formal position on matters of importance to the members under its governance is made clear to the coordinating board when such matters are under consideration by the coordinating board.

1.4 Each member of the board has the legal responsibilities of a fiduciary in the management of funds under the control of members subject to the board's control and management.

1.5 In fulfilling the responsibilities outlined in Section 1.3(c), the board will receive recommendations from the chancellor and, in Section 1.3(d), the board will receive recommendations from the respective presidents, agency directors and the chancellor.

1.6 No less than every two years, the board will conduct a self-evaluation of its responsibilities and expectations. The board will determine the appropriate method and scope of its assessment.

2. PUBLIC TESTIMONY ON AGENDA ITEMS AT REGULAR MEETINGS OF THE BOARD OF REGENTS

A member of the public is allowed to present written and oral testimony, for a reasonable amount of time as determined by the chairman of the board, on any agenda item listed on the agenda for a regular meeting of the board that is open to the public. Testimony on a topic other than an agenda item will not be allowed.

2.1 A member of the public who desires to present written or oral testimony must deliver the following information to the executive director to the board of regents by mail, facsimile, or hand delivery, no later than 24 hours before the regular board meeting is posted to begin:

- (a) the name of the person submitting testimony;
- (b) the agenda item to be addressed; *and either*
- (c) the written testimony *or* a written statement of the substance of the oral testimony.

E-mail or electronic delivery will not be accepted. Copies of the testimony or substance of the oral testimony will be distributed to the board members at or before the board meeting.

2.2 The board will consider the public testimony properly presented on an agenda item before voting on that agenda item. The chairman or a majority of the board may prescribe

sanctions against any person exceeding established time limits or speaking on a topic other than the agenda item.

3. OFFICE OF THE BOARD OF REGENTS

- 3.1 The board appoints the executive director, Board of Regents. The executive director to the board is responsible for the management and operation of the Office of the Board of Regents under the direction of the chairman of the board.

The executive director to the board is authorized to process and recommend the approval of vouchers for the expenditure of funds allocated to the Office of the Board of Regents. The vouchers will be reviewed for consistency with system and state purchasing and accounting requirements and approved by the System Office of Budgets and Accounting before being forwarded for payment.

The executive director to the board will work cooperatively with the chancellor in all matters related to official actions by the board, including the planning and establishment of agenda for meetings, presentation and distribution of informational materials, and related functions.

The executive director to the board may be directed by the board chairman, chairs of board committees or individual board members to assist them by collecting information and reports from the chancellor and CEO or members of their respective staffs, and may make other requests to such persons on behalf of the board. It is the responsibility of the chancellor and CEOs to respond to such requests in a timely manner.

- 3.2 The mission of the Office of the Board of Regents is to provide staff support to each member of the board in the discharge of his or her responsibilities.

- 3.3 Objectives of the Office of the Board of Regents include the following:

- (a) Make arrangements for all meetings of the board and its committees, and all special events hosted by the board, including arrangements for regents' travel.
- (b) Under the direction of the chairman of the board, or the chairman of a standing committee, prepare and distribute the agenda and necessary supporting documentation for all meetings of the board and its committees and post notices of all meetings, and the subject matter, as required by law.
- (c) Record, prepare and index the official minutes of the board and its committees and distribute copies thereof.
- (d) File all official records, documentary files, correspondence and proceedings of the board and its committees.
- (e) Prepare vouchers for payment to vendors and reimbursements to regents and maintain all accounting documents.
- (f) Assist regents as requested with matters affecting students, faculty, staff, legislators, governmental officials and visitors.

- 3.4 The board will annually establish goals for the Office of the Board of Regents and evaluate the performance of staff in relation to goal accomplishment.
-

Related Statutes, Policies, or Requirements

[Tex. Educ. Code § 51.352](#)

[Tex. Educ. Code § 51.357](#)

[Tex. Educ. Code § 85.21](#)

[System Policy 01.01, System Policies and Regulations, and Member Rules and Procedures](#)

Member Rule Requirements

A rule is not required to supplement this policy.

Contact Office

System Office of the Board of Regents
(979) 845-9600

12.06 Post-Tenure Review of Faculty and Teaching Effectiveness



Revised [February 6, 2020](#) (MO -2020)
Next Scheduled Review: February 6, 2025
Click to view [Revision History](#).

Policy Summary

State law requires that each university (academic institution) of The Texas A&M University System (system) must periodically evaluate the performance of tenured faculty in accordance with this policy.

Policy

1. POST-TENURE REVIEW

Subsequent to the award of tenure, the performance review of a faculty member provides a mechanism to gauge the productivity of the individual and should be designed to encourage a high level of sustained performance. Post-tenure evaluations are made on the basis of typical criteria and factors such as those listed below and must occur no more often than once every year, but not less often than once every six years after the date of the award of tenure. Not all departments will use the same weighting of each factor and these may be different depending on the faculty member's specific role and responsibilities within a college. An unsatisfactory rating in any one area (Teaching Effectiveness; Research, Creative Activities and other Scholarly Endeavors; or Service) requires the implementation of a written short-term development plan for the faculty member, including performance benchmarks for returning to satisfactory performance.

Teaching Effectiveness at the Undergraduate, Graduate and Professional Student Levels (See System Regulation 12.01.01, *Institutional Rules for Implementing Tenure*, for consistency)

- Course content, complexity, level of expertise.
- Performance of students in subsequent courses.
- Content, quality and faculty use of the syllabus.
- Student evaluations of the instructor.
- Teaching innovations.
- Peer evaluations.
- Direction of dissertations and theses.
- Awards, honors and other recognitions.
- Development of online courses.

Research, Creative Activities, and Other Scholarly Endeavors

- Published works – books, journal articles, reviews, research and technical reports, electronic and digital materials.
- Shows, exhibits, displays, and performances of artistic works and talents.
- Professional evaluations of scholarly activities appropriate to discipline.
- Research grants, contracts, and other evidence of competitive support for the research.
- Invited papers and other presentations.
- Editorial contributions.
- Awards, honors and other recognitions.

Student Advising, Counseling, and Other Student Services

- Responsibilities for undergraduate, graduate and professional student advising.
- Reputation regarding advising and contributions to student development.
- Participation in student organizations and other activities.
- Accessibility to students.

Committee and Administrative Service to University

- Nature and importance of committee involvement.
- Ideas and original contributions to university community.
- Offices held and other evidence of leadership.

Service to Profession, Community, State or Nation

- Involvement in professional societies including leadership positions.
- Governmental committee or commission appointments.
- Academic and professional consulting activities.
- Quality of patient care, where applicable.
- Contributions to community programs and activities.
- Speeches and other presentations utilizing expertise.
- Awards, honors and other recognitions.

Quality of Patient Care, where applicable

Patents or Commercialization of Research, where applicable

Appropriate documentation is required to provide independent verification of the credentials being presented to support the criteria being evaluated.

2. TEACHING EFFECTIVENESS

Teaching effectiveness is essential for every faculty member, and teaching is an integral part of the mission of every system academic institution. A broad range of approaches to ensure teaching effectiveness should be developed and would include some of the following techniques currently in place or under consideration by system academic institutions.

- (a) Institutional requirements for faculty including:
 - (1) course syllabi including list of topics to be covered during the semester, specific course objectives, types of activities for the course, student evaluation procedures, and required reading assignments;
 - (2) faculty attendance in class; and
 - (3) adherence to system, institutional and departmental policies.
- (b) Peer observation of classroom performance.
- (c) Departmental, college and institutional workshops on effective teaching.
- (d) Video taping of classroom performance for review and analysis by faculty.
- (e) Portfolio assessment by departmental review committee.
- (f) On-campus technology centers and other innovative programs designed to educate and support faculty in their efforts to integrate new technology into their teaching.
- (g) Departmental in-service training.
- (h) Senior faculty to serve as mentors for junior, new faculty.
- (i) Quality of instructional outcomes assessment by current and former students, employers of graduates, and faculty in graduate and professional schools attended by graduates.

Related Statutes, Policies, or Requirements

[Tex. Educ. Code § 51.942](#)

[System Policy 12.01.01, Institutional Rules for Implementing Tenure](#)

Member Rule Requirements

A rule is not required to supplement this policy.

Contact Office

System Office of Academic Affairs
(979) 458-6072



15.02 Export Controls Program Management

Revised [February 6, 2020](#) (MO -2020)

Next Scheduled Review: February 6, 2025

Click to view [Revision History](#).

Policy Summary

The Texas A&M University System (system), its members, employees and students must comply with all United States export control laws and regulations, including but not limited to those implemented by the Department of Commerce through its Export Administration Regulations (EAR), the Department of State through its International Traffic in Arms Regulations (ITAR), and the Department of Treasury through its Office of Foreign Assets Control (OFAC).

Definitions

Click to view [Definitions](#).

Policy

1. PURPOSE AND BACKGROUND

The export of certain items, technologies, software, and services is regulated for reasons of national security, foreign policy, prevention of the spread of weapons of mass destruction, and for competitive trade reasons. Export control laws restrict the shipment, transmission or transfer of certain items, software, technology and services from the United States to foreign countries, as well as “deemed exports” which are releases of controlled technology or source code to foreign persons located in the United States.

Several federal agencies implement export control rules and regulations. Each agency possesses jurisdiction over specific types of technology or restricted trade activities or controlled physical items. Among other regulations, the Department of Commerce regulates exports through the EAR 15 CFR 730-774, the Department of State regulates exports through the ITAR 22 CFR 120-130 and the Department of Treasury regulates exports and transactions involving certain countries, individuals and organizations through the OFAC. Each agency possesses different and changing rules and lists for specifying who or what is considered export sensitive. The restrictions enforced by the OFAC can be in addition to the requirements of the ITAR or EAR.

There are severe institutional and individual sanctions for violations of export controls laws including the loss of research funding, loss of export privileges, as well as civil and criminal penalties including imprisonment. Although many member activities could be excluded from export control laws, some activities may be restricted. The application of export control laws involves a fact-specific analysis. While most exports do not require specific approval from the federal government, certain exports require a license and others are prohibited.

2. RESEARCH SECURITY OFFICE (RSO)

In accordance with the system's commitment to upholding the highest ethical standards and conduct regarding export control laws and regulations in carrying out the mission and business standards of the system, the RSO is the responsible office for advising members in export control-related matters. As a shared service resource, the RSO serves as the responsible system office for facilitating development of effective risk-based mitigation strategies, educational and outreach opportunities, risk assessment tools, best practices, potential non-compliance investigations, assistance in federal agency licensing applications, commodity jurisdictions, commodity classifications, voluntary disclosures, and any other export control-related practitioner function. The RSO will establish, maintain, and lead a systemwide affinity group. The member's empowered official must coordinate with the RSO and OGC prior to communicating with federal regulatory bodies.

3. SYSTEM MEMBER RESPONSIBILITY

3.1 Each member must develop a rule implementing an export control compliance program to reduce the risk of export control violations. Compliance programs should include the following elements:

- (a) an export control decision-making tree or similar guideline to use in analyzing export control issues;
- (b) identification of the member's "empowered official(s)" who will have decision making authority for the resolution of export control issues;
- (c) methods to identify and account for ITAR and EAR controlled physical items and controlled information;
- (d) procedures to screen contacts and countries;
- (e) record keeping responsibilities;
- (f) training and educational programs; and
- (g) mechanisms for notification of violations and penalties.

3.2 Each member must conduct an export controls-specific risk assessment annually before the start of each fiscal year. The risk assessment includes identification of the member's export control risk portfolio and corresponding risk mitigation strategies. The member risk assessment is submitted to the RSO and must be included as an attachment to the member's annual compliance plan.

- 3.3 Monthly, each member must share applications and all associated documents regarding visiting scholars and employment of non-U.S. persons from countries of concern pursuant to guidance provided by the RSO quarterly and derived from various federal regulatory bodies in order to satisfy requirements of the federal government's insider threat program. These documents are provided to the designated insider threat program senior official, appointed by the chancellor, for review.

4. INDIVIDUAL RESPONSIBILITY

All faculty, staff and students must be aware of and are responsible for the export control implications of their work and must ensure that their activities conform to export control rules and regulations. Any required license/approval must be in place before exporting anything that is deemed controlled. Each member will provide assistance to faculty, staff and students in assessing the applicability of export control regulations; however, primary responsibility for compliance rests with the individuals involved in the export, including principal investigators and others in supervisory positions.

Related Statutes, Policies, or Requirements

[International Traffic in Arms Regulations \(ITAR\) 22 CFR 120-130](#)

[Export Administration Regulations \(EAR\) 15 CFR 730-774](#)

[Office of Foreign Assets Control \(OFAC\) 31 CFR 500-598](#)

[National Security Decision Directive 189](#)

[Atomic Energy Act of 1954 and Nuclear Regulatory Commission Regulations to 10 CFR Part 110](#)

[System Regulation 16.01.01, Ethics and Compliance Programs](#)

Member Rule Requirements

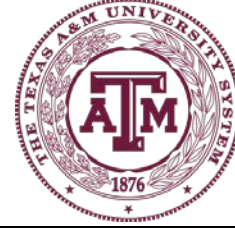
A rule is required to supplement this policy. See Section 3.

Contact Office

System Research Security Office
(979) 862-1965

15.05 System Research Security Office

Approved [February 6, 2020](#) (MO -2020)
Next Scheduled Review: February 6, 2025



Policy Summary

The Board of Regents (board) of The Texas A&M University System (system) is committed to the highest standards of integrity and compliance in ensuring the security of its member's research portfolios. This policy establishes the framework for (a) designating the system Research Security Office (RSO) as the responsible office for classified information, controlled unclassified information, management of the system's secure computing enclave, foreign influence reporting, and export controls, (b) achieving the highest level of compliance with applicable ethical, legal, regulatory, contractual and system standards and requirements in securing research portfolios, (c) promoting an organizational culture of compliance in meeting federal requirements to maintain federal funding, and (d) assisting members in related compliance operations.

Policy

1. SYSTEM RESEARCH SECURITY OFFICE

The vice chancellor for research appoints a chief research security officer (CRSO) who, through the Office of Research, has access to the chancellor and administers the functions of the RSO, including research security policies, procedures and technology to enable members to comply with federal guidelines for handling all levels of U.S. government information. The RSO works closely with the Office of General Counsel and the System Ethics and Compliance Office, as needed.

1.1 Specifically, the RSO serves as the responsible office for:

- (a) classified information programs;
- (b) controlled unclassified information programs;
- (c) management of the system's secure computing enclave;
- (d) foreign influence reporting programs; and
- (e) export control programs.

1.2 In support of these programs and to promote a culture of compliance, the RSO undertakes the following activities:

- (a) develop, implement, and monitor a system-wide research security compliance program (For the purposes of this policy, a system-wide research security compliance program refers to administration of the classified, controlled

unclassified, secure computing enclave, and foreign influence reporting programs; and administrative oversight of export control programs designed to ensure each member develops, implements, and maintains an appropriate export control program, and to facilitate export control compliance programs within and between members.);

- (b) advise and assist members in related compliance activities to include but not limited to developing related best practices;
- (c) provide educational opportunities for members, such as the system export control affinity group;
- (d) coordinate with member empowered officials prior to their contact with federal regulatory agencies when instances of related known or suspected non-compliance occur; and
- (e) collaborate with members to develop appropriate related risk mitigation strategies.

1.3 Additionally, the RSO serves as the system's federal interface with regards to the following operating procedures:

- (a) the system facility security officer and the insider threat program senior official as required by the *National Industrial Security Program Operating Manual*;
- (b) focal point for communications with the federal intelligence community;
- (c) point of contact for ensuring compliance with all aspects of the U.S. Department of Defense Cyber Maturity Model; and
- (d) point of contact for communicating with federal agencies in regards to counter intelligence issues.

2. SHARED SERVICES

2.1 As a shared service entity, members work closely with the RSO in exercising the office's available resources (subject matter expertise, equipment, training, etc.).

2.2 The RSO advises and assists members through outreach networks established with member stakeholders.

Related Statutes, Policies, or Requirements

[System Policy 15.02, Export Controls Program Management](#)

[System Regulation 15.05.01, Classified Information Management](#)

[System Regulation 15.05.02, Controlled Unclassified Information Management](#)

[System Regulation 15.05.03, Secure Computing Enclave Management](#)

Member Rule Requirements

A rule is not required to supplement this policy.

Contact Office

System Research Security Office
(979) 862-1965

25.07 Contract Administration

Revised [February 6, 2020](#)

Next Scheduled Review: February 6, 2025

Click to view [Revision History](#).



Policy Summary

The effective administration of contracts is an essential operational function of The Texas A&M University System (system). All contracts entered into by a member of the system, unless specifically excluded by this or another policy adopted by the Board of Regents (board), are subject to this policy, including all original contracts, amendments, alterations, modifications, corrections, changes, renewals and extensions.

Definitions

Click to view [Definitions](#).

Policy

1. CONTRACT ADMINISTRATION RULES

It is the responsibility of each member to develop and implement a contract administration rule. Such rule must address the following:

- (a) the process for contract origination, recommendation, approval, execution, administration and contract close-out; and
- (b) contract reporting requirements.

2. CONTRACTS REQUIRING BOARD APPROVAL

Except as stated in Section 3, the following contracts must be submitted to the board for approval:

- (a) Contracts that involve an annual stated or implied consideration of \$500,000 or more;
- (b) Contracts that have a primary term longer than five years regardless of dollar value;
- (c) Non-athletic department employment contracts containing one or more of the following provisions:
 - (1) employment contracts with system or member administrators that are to be paid in whole or in part from appropriated funds;

- (2) employment contracts having an annual salary consideration of \$500,000 or more;
 - (3) employment contracts having a primary term longer than three years;
 - (4) employment contracts that allow for settlement or other payments on the termination of the contract to exceed an amount equal to the discounted net present cash value of the contract on termination at a market interest rate agreed upon in the contract;
 - (5) employment contracts allowing for development leave that is inconsistent with System Regulation *12.99.01, Faculty Development Leave*; or
 - (6) employment contracts awarding tenure in any way that varies from the general policy on the award of tenure;
- (d) Athletic department administrator or coach employment contracts that either:
- (1) have an annual salary consideration of \$500,000 or more;
 - (2) have a term longer than five years; or
 - (3) have an annual salary of \$250,000 or more **and** exceed the median annual compensation for a comparable position within the member's respective athletics conference by 10%; and
- (e) Contracts, grants and agreements to perform educational and/or service activities consistent with a member's mission and involving a total stated or implied consideration of \$500,000 or more.

The board must approve any contract amendment, extension, or renewal that exceeds 10% of the value of the original contract approved by the board, unless the authority to exceed the approved amount is expressly delegated by the board or an exception is expressly adopted by the board for that specific contract.

The foregoing does not abrogate the authority of the chancellor or a member chief executive officer (CEO) to appoint officials as set out in System Policy *01.03, Appointing Power and Terms and Conditions of Employment*.

3. CONTRACTS NOT REQUIRING BOARD APPROVAL

The following types of contracts are not required to receive board approval regardless of dollar value or term unless a specific dollar or term limitation is stated below:

- (a) research contracts, grants, and agreements;
- (b) contracts transferring rights in technology or products protectable by (1) patent or as a plant variety; (2) copyright; (3) treatment as a trade secret of unpatented technological know-how; or (4) trademark or service mark;
- (c) contracts which are procured through a state contract, state catalogue, or other procurement methodologies authorized by state statute and in accordance with the system requirements;

- (d) contracts for athletic events, athletic contests and use of athletic facilities in which the event, contest or use occurs over the course of two years or less;
- (e) contracts, grants and agreements to perform educational and/or service activities consistent with a member's mission and involving a total stated or implied consideration of less than \$500,000; and
- (f) interagency and intrasystem contracts to perform educational and/or service activities consistent with a member's mission.

4. REQUIRED GENERAL COUNSEL REVIEW

The System Office of General Counsel (OGC) establishes contract review guidelines to be followed for all contracts or agreements entered into by a member. Such guidelines must contain the following:

- (a) a description of each step that a member must use to evaluate and process contracts; and
- (b) a checklist that describes each process that must be completed before contract execution.

All contracts or agreements that have a stated or implied consideration of \$100,000 or more must be submitted to OGC for review and approval as to form and legal sufficiency when required by OGC guidelines that have been approved by the chancellor.

5. CONTRACTS GOVERNED BY OTHER POLICIES

All contracts for (a) the purchase or sale of real property; (b) the lease, license or use of system real property; (c) the lease, license or use of real property from third parties; (d) the granting or acceptance of easements or rights-of-way; and (e) any other acquisition or disposition of real property or real property interests will be governed by the policies under Policy Series 41, *Real Property*, and any regulations promulgated under these policies. The delegation of authority for all construction contracts will be governed by System Policy 51.04, *Delegations of Authority on Construction Projects*, and the regulations promulgated under that policy.

6. CONTRACT APPROVAL AND DELEGATION OF AUTHORITY

With the exception of Section 3(b) which is covered in System Policy 17.01, *Intellectual Property Management and Commercialization*, contracts, grants, and agreements described in Section 3 may be approved by member CEOs, or their designees, in accordance with Section 3. The chancellor is authorized to approve all other contracts not reserved for approval by the board, and may delegate authority to deputy chancellors, vice chancellors, CEOs or others to execute all such other contracts less than \$750,000.

7. WRITTEN AUTHORIZATION REQUIRED

The authority to enter into contracts on behalf of the system or any of its members must be by express written authority pursuant to the policies of the board and approved contract administration rules of the system or the respective member.

8. EXTENSION OF PRE-EXISTING CONDITIONS FOR CONTRACTS WHICH PRE-DATE THIS POLICY

Contracts reviewed and authorized prior to the adoption of this policy will remain in full force and effect; however, any modification or extension of such contracts must be reviewed and authorized in accordance with this policy.

Related Statutes, Policies, or Requirements

[Tex. Educ. Code §51.159](#)

[Tex. Educ. Code §51.9335](#)

[State of Texas Contract Management Guide](#)

[System Policy 01.03, Appointing Power and Terms and Conditions of Employment](#)

[System Policy, Series 41, Real Property](#)

[System Policy 51.04, Delegations of Authority on Construction Projects](#)

[System Regulation 25.07.01, Contract Administration, Delegations and Reporting](#)

[System Regulation 25.07.03, Acquisition of Goods and/or Services](#)

[System Member Delegations of Authority for Contract Administration](#)

Member Rule Requirements

A rule is required to supplement this policy. See Section 1.

Contact Office

System Office of Budgets and Accounting
(979) 458-6100

32.02 Discipline and Dismissal of Employees

Revised February 6, 2020 (MO -2020)
Next Scheduled Review: February 6, 2025
Click to view [Revision History](#).



Policy Summary

Nonfaculty employees of The Texas A&M University System (system) are “at-will” employees. The discipline and/or dismissal of any system employee will be in accordance with system policies and regulations.

Regulation

1. AT-WILL EMPLOYMENT FOR ALL NONFACULTY EMPLOYEES

All nonfaculty positions in the system are “at will,” meaning that any nonfaculty employee may be dismissed from employment with or without cause.¹ Any such dismissal must be in compliance with federal and state law.

2. DISCIPLINE AND DISMISSAL

- 2.1 Subject to Section 1 of this policy, all employees may be dismissed for cause at any time. Discipline and dismissal of a faculty member will be in accordance with applicable system policies.
- 2.2 Except as provided in System Policy *01.03, Appointing Power and Terms and Conditions of Employment*, and Section 1 of this policy, an employee will be subject to disciplinary action, including dismissal, upon a finding that the employee’s job performance or conduct falls below expected or required standards.
- 2.3 To the extent not addressed in system policy, the chancellor will establish regulations to determine when disciplinary action or dismissal may be imposed under Section 2.2 of this policy.

3. WRITTEN NOTICE

All notifications to employees regarding disciplinary actions, including the term of any designation as Not Eligible for Rehire, must be in writing and include notice of applicable

¹This reference excludes a nonfaculty system employee having a written employment contract entered in accordance with System Policy 25.07, *Contract Administration*.

appeal procedures. Copies of these written notifications must be maintained in the employee's official personnel file.

4. NOT ELIGIBLE FOR REHIRE

An employee who is dismissed or resigns in lieu of dismissal as a result of a finding of serious misconduct that has been substantiated by an investigation conducted in accordance with system policy will be designated as Not Eligible for Rehire in Workday for a specified term of not less than five years. The member who designates a former employee as Not Eligible for Rehire is responsible for removing the designation in Workday at the end of the specified term. Serious misconduct includes, but is not limited to, sexual harassment, research misconduct, fraud, and violations of law such as theft, violence or threat of violence in the workplace.

A designation of Not Eligible for Rehire will disqualify a former employee from being (a) employed or retained by a member as an independent contractor, consultant or volunteer, or (b) assigned to perform work for a member while an employee of a business entity for the duration of the specified term. Any former employee acting as an independent contractor, consultant, or volunteer must disclose their designation of Not Eligible for Rehire to the member for whom they are proposing to perform work. A business entity employing a former member employee designated as Not Eligible for Rehire is responsible for ensuring that its employee is not involved in any work for the system. Members must include a clause to this effect in all solicitations and agreements. (See the Contract Management Handbook).

Related Statutes, Policies, or Requirements

[System Policy 01.03, Appointing Power and Terms and Conditions of Employment](#)

[System Policy 12.01, Academic Freedom, Responsibility and Tenure](#)

[System Policy 12.07, Fixed Term Academic Professional Track Faculty](#)

[System Policy 25.07, Contract Administration](#)

[System Policy 32.01, Employee Complaint and Appeal Procedures](#)

[Contract Management Handbook](#)

Member Rule Requirements

A rule is not required to supplement this policy.

Contact Office

System Offices Human Resources
(979) 458-6169



41.01 Real Property

Revised [February 6, 2020](#) (MO -2020)
Next Scheduled Review: February 6, 2025
Click to view [Revision History](#).

Policy Summary

The Board of Regents (board) of The Texas A&M University System (system) has the sole and exclusive management and control of all real property and real property interests. All real property, including leasehold and mineral interests, is held in the name of the board. This policy governs the acquisition, disposal, management and leasing of real property.

Policy

1. GENERAL PROVISIONS

- 1.1 Delegation of Authority. Except as otherwise provided in this policy, the board delegates to the chancellor authority to manage and maintain all real property owned or controlled by the board. The chancellor is granted authority to execute and deliver, on behalf of the board, all contracts, agreements, closing documents, deeds, assignments, leases, easements, permits, licenses, listing agreements, division orders and all other documents necessary to carry out the powers granted to the chancellor by this policy, and to perform other specific real property transactions authorized by the board.

Any authority delegated to the chancellor in this policy may be further delegated by the chancellor in writing.

- 1.2 Responsibility for Care, Maintenance and Safekeeping. The chancellor is responsible for ensuring the care, maintenance and safekeeping of all real property. The chancellor may delegate these responsibilities to member chief executive officers (CEOs) or an employee or department of the member. Any such delegations must be in writing.

- 1.3 Regulations. The chancellor will establish regulations implementing this policy.

2. ACQUISITION OF REAL PROPERTY

- 2.1 Except as provided in Sections 2.2 and 2.3, all acquisitions of real property, including through the power of eminent domain under Section 85.32 of the *Texas Education Code*, must be approved by the board.
- 2.2 Following a due diligence review by the System Real Estate Office (SREO) and/or the System Energy Resource Office (SERO), gifts and bequests of real property, including mineral interests, may be accepted by a member CEO on behalf of the board in

accordance with System Policy 21.05, *Gifts, Donations, Grants and Endowments*, and this policy. Unless waived by the System Office of General Counsel (OGC):

- (a) the due diligence review must include an environmental site assessment, a survey, a property condition inspection and an examination of title; and
- (b) an owner's policy of title insurance covering the real property gift or bequest must be obtained in an amount determined by the SREO.

2.3 The chancellor has authority to approve acquisitions, other than through the power of eminent domain, in which the consideration payable by the system or its member, exclusive of closing costs, is \$1,000,000 or less.

3. DISPOSITION OF REAL PROPERTY

The chancellor has authority to approve:

- (a) dispositions of fee title to undivided interests in surface real property; and
- (b) dispositions of real property valued at \$250,000 or less.

All other dispositions of fee title to real property must be approved by the board.

4. LEASE OF REAL PROPERTY

4.1 All leases of real property to third parties having a term that exceeds five years must be approved by the board. Renewal periods that may be exercised in the sole discretion of the third-party tenant must be included in computing the term of the lease. The chancellor is delegated authority to approve all other leases of real property to third parties.

4.2 All leases of real property from third parties for the benefit of the system or a member must be approved by the board if **either**:

- (a) the term of the lease, including renewal periods, exceeds 10 years; or
- (b) the total consideration payable by the system or member for the term of the lease, including renewal periods, exceeds \$1,000,000.

The chancellor is delegated authority to approve all other leases of real property from third parties. The term "total consideration" means all rent, tenant improvement costs and other expenses payable by the system or a member, the amounts of which can be determined at the inception of the lease term, including base rent, security deposits and common area maintenance and other charges, but excluding the costs of insurance, taxes and maintenance under a "triple net" lease and rent escalations, unless the amount of those costs and/or rent escalations can be determined at the inception of the lease.

4.3 In the case of a lease amendment, modification or extension, "term" means only the period of time from the commencement date of the lease amendment, modification or extension going forward, and not the time period for which the lease term has already been completed or satisfied.

5. MINERAL LEASES

- 5.1 Process. Real property may be leased for oil, gas, sulphur, mineral ore and other mineral development by public auction, sealed bid or negotiated agreement.
- 5.2 Delegation. The board delegates to the chancellor authority to approve mineral leases having:
- (a) a primary term of three years or less; and
 - (b) a royalty of at least 25%.

The board also delegates to the chancellor authority to approve those mineral leases, ratifications, and related agreements in which the board does not own or control the executive rights.

All other mineral leases must be approved by the board.

6. EASEMENTS

- 6.1 Granting of Easements. The board must approve easements on real property granted for highway or roadway purposes having an indefinite term. The chancellor has authority to approve all other easements over, across or under real property, provided that the term of the easement does not exceed 10 years. The chancellor will periodically publish a schedule of fees to be charged for easements over, across or under real property. The chancellor has the right, in the public interest, to waive fees for easements granted to governmental entities. Easements on real property may not exceed 10 years, except those granted for highway or roadway purposes which may be indefinite.
- 6.2 Easements from Third Parties. The board must approve easements over, across or under real property owned by third parties and benefiting the system or a member if the consideration payable to the third party exceeds \$300,000.
- 6.3 Conservation Easements. Neither the system nor a member will be the holder of a conservation easement as defined in Section 183.001 of the *Texas Natural Resources Code* without first obtaining approval of the board.

7. PURCHASE/SALES PRICE AND APPRAISALS

In order to insure the system receives fair value, acquisitions and dispositions of title to real property must be supported by one or more current independent appraisals, market studies, and/or other reasonable documentation of value as determined by SREO and in accordance with the rules of the Texas Higher Education Coordinating Board, if applicable.

8. INCOME FROM REAL PROPERTY

- 8.1 Revenues from Real Property Acquired Other Than by Gift or Bequest. Unless otherwise directed by the board, by law or by an intrasystem agreement between or among members, and except as set forth in Sections 8.2 and 8.3, all sale proceeds, rents, fees and other income from the sale, lease or use of real property, and all surface damages paid by mineral lessees (other than damages to crops or other property of a tenant) must be credited to the account of the member to which the property has been assigned.

8.2 Revenues from Real Property Acquired by Gift or Bequest. Unless otherwise directed by the donor, all sale proceeds, rents, fees, royalties, bonuses, damage recoveries and other income from the sale, lease or use of real property or mineral interests acquired by gift or bequest, must be credited to the account of the member designated as the donee of the gift or bequest; provided that, if the board or the system is designated as the donee, the board must determine the disposition of all revenues.

8.3 Mineral Revenues from State Land. In accordance with Section 85.70 of the *Texas Education Code*:

8.3.1 Except as provided in Section 8.3.2, all income received from mineral leases on real property that was acquired by any means other than gift or bequest will be deposited into The Texas A&M University System Special Mineral Investment Fund. Income from this fund must be deposited to the credit of The Texas A&M University System Special Mineral Income Fund and may be expended under the direction of the board for the general use of any member. Money in these funds is considered to be institutional funds, as defined by Section 51.009 of the *Texas Education Code*, of the system and its members.

8.3.2 All income received from mineral leases on real property that was acquired by any means other than gift or bequest for the use of Texas A&M University-Kingsville and its divisions will be deposited into the Texas A&M University-Kingsville Special Mineral Fund. Money in this fund is considered to be institutional funds, as defined by Section 51.009 of the *Texas Education Code*, of the university and is to be used exclusively for Texas A&M University-Kingsville and its branches and divisions.

9. PRIVATIZED HOUSING

Unless waived by the chancellor, prior to submitting a student housing construction project to the board for approval as a system project, a member must undertake a procurement process to identify a potential private partner/developer to design, construct and operate the project under a ground lease. All privatized student housing ground leases must be prepared or reviewed and approved by the OGC for legal sufficiency.

10. REPORTING

The chancellor will report to the board on a quarterly basis (1) all acquisitions approved by the chancellor or designee under the authority of Section 2.3 in which the purchase price payable by the system or member exceeds \$500,000 and (2) all leases of real property from third parties approved by the chancellor or designee under the authority of Section 4.2 in which the total consideration payable by the system or member exceeds \$500,000.

Related Statutes, Policies, or Requirements

[Tex. Educ. Code § 51.009](#)

[Tex. Educ. Code § 85.25](#)

[Tex. Educ. Code § 85.26](#)

[Tex. Educ. Code § 85.32](#)

[Tex. Educ. Code § 85.51](#)

[Tex. Educ. Code § 85.70](#)

[Tex. Nat. Res. Code § 183.001](#)

[19 Tex. Admin. Code Ch. 17](#)

[System Policy 21.05, Gifts, Donations, Grants and Endowments](#)

The December 2008 version of this system policy supersedes:

System Policy 41.01, *Real Property Gift and Bequest Acceptance*

System Policy 41.02, *Real Property Purchase*

System Policy 41.03, *Real Property Condemnation*

System Policy 41.04, *Real Property Classification*

System Policy 41.05, *Real Property Management Policy*

System Policy 41.06, *Mineral Lease Property*

System Policy 41.07, *Real Property Disposition*

System Policy 41.08, *Administration of Real Estate Office*

System Policy 41.09, *Privatization of On-Campus Housing Facilities by Third Parties*

Member Rule Requirements

A rule is not required to supplement this policy.

Contact Office

System Real Estate Office
(979) 458-6350

PRAIRIE VIEW A&M UNIVERSITY
RECOMMENDATIONS FOR TENURE
TENURE LIST NO. 20-02

<u>Name</u>	<u>Present Rank</u> <u>Department</u>	<u>Yrs. Towards</u> <u>Tenure*</u> <u>Univ.</u>	<u>Other Inst.</u>	<u>Effective</u> <u>Date/Tenure</u>	<u>Education</u>	<u>Employment</u> <u>Towards Tenure</u>
MARVIN D. AND JUNE SAMUEL BRAILSFORD COLLEGE OF ARTS AND SCIENCES						
Dr. William Guzman	Professor History	0	7	Upon Approval by the Board and Faculty Arrival	Ph.D. (2010) University of Texas – El Paso	Fa 2011 – Fa 2017 Assistant Professor Florida Agricultural and Mechanical University Fa 2016 – Sp 2018 Associate Professor New Jersey City University Fa 2019 Professor Prairie View A&M University

ROY G. PERRY COLLEGE OF ENGINEERING

Dr. Mohamed F. Chouikha	Chief Scientist and Executive Professor Electrical and Computer Engineering	0	18	Upon Approval by the Board and Faculty Arrival	Ph.D. (1988) University of Colorado	Fa 1988 – Sp 1995 Assistant Professor Howard University Fa 1995 – Sp 2000 Associate Professor Howard University Fa 2000 – Sp 2018 Professor Howard University Fa 2018 Chief Scientist and Executive Professor Prairie View A&M University
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* Each university determines, through a review process, the number of years each faculty member will be awarded tenure based on his/her dossier.

TARLETON STATE UNIVERSITY
RECOMMENDATIONS FOR TENURE
TENURE LIST NO. 20-02

<u>Name</u>	<u>Present Rank</u> <u>Department</u>	<u>Yrs. Towards Tenure*</u>		<u>Effective</u> <u>Date/Tenure</u>	<u>Education</u>	<u>Employment</u> <u>Towards Tenure</u>
		<u>Univ.</u>	<u>Other Inst.</u>			
COLLEGE OF EDUCATION						
Dr. Michael T. Huggins	Professor Chemistry, Geosciences and Physics	0	17	Upon Approval by the Board and Faculty Arrival	Ph.D. (2000) University of Nevada	Fa 2002 – Su 2007 Assistant Professor University of West Florida Fa 2007 – Su 2012 Associate Professor University of West Florida Fa 2012 – Fa 2019 Professor University of West Florida Sp 2020 Professor Tarleton State University

* Each university determines, through a review process, the number of years each faculty member will be awarded tenure based on his/her dossier.

**FACULTY DEVELOPMENT LEAVE LIST
FY 2021
TEXAS A&M INTERNATIONAL UNIVERSITY**

Name/ Title/ Department	Years of Texas A&M International University Tenured, Tenure- Track Service	Semester of Leave	Location and Brief Description of Leave
A.R.SANCHEZ, JR. SCHOOL OF BUSINESS			
Haibo Wang Killam Distinguished Professor Management Information Systems	14	Fall 2020	Leave will be spent primarily in Laredo, Texas. During this leave, Dr. Wang will develop mathematical programming formulations of 10 problems related to multi-skilled workforce scheduling in logistics and supply chain management. He will also work on mathematical modeling for digital advertising optimization and promotional scheduling. A third objective of his leave will be to complete a quantitative monograph to be used in two critical curricular areas for our business school -- logistics and supply chain and business analytics.
COLLEGE OF ARTS AND SCIENCES			
Manuel Broncano Regents Professor English	11	Fall 2020	Leave will be spent in Laredo, Texas, with occasional trips to archival libraries (John Carter Brown Library in New Jersey and the <i>Archivo de Indias</i> in Sevilla, Spain). Dr. Broncano will conduct the research and write a substantial portion of the first volume in a four-volume scholarly project in eco-criticism in which American literature and history are interpreted through their inspiration from and connection with the classically identified four elements -- water, air, fire, and earth. The first book (to be written during this leave), tentatively titled <i>Waterways: The Aquatic Letters of the New World</i> , will examine the symbolic importance of water in colonial history and literature and later in such classic works as Melville's <i>Moby-Dick</i> and Twain's <i>Huckleberry Finn</i> .

COLLEGE OF ARTS AND SCIENCES (Continued)			
Roberto Heredia Regents Professor Psychology	21	Fall 2020	Leave will be spent in Laredo, Texas, with occasional trips to San Antonio to work with his co-author. During his leave, Dr. Heredia and his collaborator will complete a book entitled <i>Essential Statistics for the Social and Behavioral Sciences</i> under contract to be published by Cambridge University Press. Mastery of statistics in research methods courses in the social and behavioral sciences presents an enormous challenge for students in these disciplines. The book Dr. Heredia and his co-author will complete is primarily designed to reduce "math anxiety" by providing a simple and conceptual approach to understanding complex statistical procedures.
COLLEGE OF EDUCATION			
Bernice Sanchez Associate Professor Reading	16	Fall 2020	Leave will be spent in Laredo, Texas. Dr. Sanchez plans to conduct a comparative study of the academic achievements and behavioral records of secondary students who practice secular yoga with those students who participate solely in physical education activities. The study will be conducted with at-risk students in public secondary schools in Laredo.

FACULTY DEVELOPMENT LEAVE LIST
FY 2021
TEXAS A&M UNIVERSITY

Name/ Title/ Department	Years of Texas A&M Tenured, Tenure- Track Service	Semester of Leave	Location and Brief Description of Leave
BUSH SCHOOL OF GOVERNMENT AND PUBLIC SERVICE			
Valerie M. Hudson University Distinguished Professor International Affairs	7	Fall 2020	Dr. Hudson's leave will take place primarily at Brigham Young University's (BYU) David M. Kennedy Center for International Affairs (Utah), and secondarily at Monash University's Center for Gender, Peace and Security (Center), (Melbourne, Australia). At Monash, Dr. Hudson would be a distinguished visiting fellow for two weeks, providing master classes to Center students and collaborating with its director, Dr. Jacqui True, on developing a conceptual framework for understanding international norm shifts toward greater gender mainstreaming and great attention to gender issues in foreign policy, and with Dr. Khandis Blake on the degree of individualism or collectivism patterns of women's subordination. At BYU, she would serve as a research fellow, pursuing two research projects with Dr. Celeste Beesley on exploring the limitations of conventional cross-national measures on women's empowerment in international political economy. This leave will keep Dr. Hudson at the forefront of research in her field and elevate Texas A&M University's academic profile with the new insights that will be incorporated into her courses.

COLLEGE OF AGRICULTURE AND LIFE SCIENCES			
Spencer T. Behmer Professor Entomology	14	Fall 2020	Dr. Behmer's leave will take place at three locations: Stellenbosch University, South Africa; The Soltis Center, Costa Rica; and College Station, Texas. In South Africa he will initiate a new international research project on insect physiology and develop a related National Science Foundation proposal. In Costa Rica he will conduct ant experiments and explore the Soltis Center for additional research and teaching opportunities. In College Station, he will complete and submit outstanding manuscripts. This leave will extend his international program and generate new funding. His experiences will benefit undergraduate teaching, Texas A&M, and the Department of Entomology as well as life-sciences graduate students.
Vishal M. Gohil Associate Professor Biochemistry and Biophysics	7	Fall 2020	Dr. Gohil's leave will take place at the University of Miami working with Dr. Antoni Barrientos, an internationally recognized leader in mitochondrial biogenesis. Dr. Gohil's research is focused on the biogenesis of mitochondrial respiratory complexes and requires the use of methodologies developed by Dr. Barrientos. By working in the Barrientos lab, Dr. Gohil will expand his experimental tool-kit to complement his expertise. Recent discoveries highlighting the role of mitochondria in a variety of human diseases have fueled mitochondrial research. By acquiring new mitochondria-specific technologies, Dr. Gohil's plan will benefit his research, his teaching, and Texas A&M's vision for precision nutrition.
Jessica E. Light Associate Professor Wildlife and Fisheries Sciences	10	Fall 2020	Dr. Light's leave will take place at the University of Minnesota in St. Paul, Minnesota and in South Africa. At the University of Minnesota, Dr. Light will learn new skills and develop a new research program in morphological and genomic analyses in evolutionary biology. In South Africa, Dr. Light will attend and present at an international parasite meeting and work with collaborators to devise new projects on parasite-host evolutionary interactions. This leave will train Dr. Light in new evolutionary biology techniques, initiate international collaborations, and facilitate the development of new evolutionary biology research projects, which will result in publications and funding opportunities directly benefitting her department and Texas A&M.

COLLEGE OF AGRICULTURE AND LIFE SCIENCES (Continued)			
Won Bo Shim Professor Plant Pathology and Microbiology	17	Spring 2021	Dr. Shim's leave will take place at Kasetsart University in Bangkok, Thailand. Dr. Shim will conduct collaborative research with Kasetsart faculty on mycotoxigenic fungi and mycotoxin contamination in food and feeds that poses significant health risks in humans and animals worldwide. He will also perform educational exchange activities proposed in his pending Fulbright U.S. Scholar award. The benefits to Texas A&M include new research collaborations and funding opportunities in food safety, food security and international agriculture. Dr. Shim will also develop a new study abroad program that will provide high impact learning experience to Texas A&M students.
Cecilia Tamborindeguy Associate Professor Entomology	11	Spring 2021	Dr. Tamborindeguy's leave will take place at Zhejiang University in Hangzhou, Zhejiang province, China, a leading institution in the world for agriculture research and education. Dr. Tamborindeguy will participate on a project that will advance the understanding of pathogen transmission by insects in collaboration with Dr. Xiaowei Wang. The benefits include the development of a long-term international collaboration that will enhance the research opportunities provided in Dr. Tamborindeguy's laboratory and open new opportunities for institutional research collaborations. Texas A&M students will benefit from the increased knowledge gained from working with cutting-edge research on the transmission of plant pathogens.
Luis Orlindo Tedeschi Professor Animal Science	14	Fall 2020	Dr. Tedeschi's leave will take place in the University of São Paulo, Piracicaba, Sao Paulo State, Brazil, and in Sydney, Queensland, Australia. He will develop a computer model for beef cattle water requirements raised under tropical and subtropical conditions. The goal of the model (and book/paper) is to provide innovative concepts for applied computer models for the water footprint of beef cattle that can be used by the United States National Academy of Sciences in revising the Beef and Dairy nutrient requirement publications. Dr. Tedeschi's leave will benefit his research, his teaching, and Texas A&M's vision.

COLLEGE OF AGRICULTURE AND LIFE SCIENCES (Continued)			
Lanying Zeng Associate Professor Biochemistry and Biophysics	7	Fall 2020 – Spring 2021	Dr. Zeng's leave will take place at the University of California, Santa Barbara, California (UCSB) working with Dr. Christopher Hayes, a leader in microbiology. Dr. Zeng will also interact with the Quantitative Biology groups at UCSB and Kavli Institute for Theoretical Physics (KITP). Dr. Zeng will expand her National Science Foundation-funded research to different bacteria and strengthen her skills in computational biology to make her more competitive in the Quantitative Biology field. Dr. Zeng will be exposed to workshops in KITP for different models of teaching. Dr. Zeng's plan will benefit her research, the teaching mission and the strategic vision of the university.
COLLEGE OF ARCHITECTURE			
Kevin Thomas Glowacki Associate Professor Architecture	13	Fall 2020	Dr. Glowacki's leave will take place in Athens, Greece, at the American School of Classical Studies, where he will produce a book on ancient religious sanctuaries on the slopes of the Acropolis. His project will integrate archival documents and artifacts from early 20th century archaeological excavations with more recent discoveries. The research will expand knowledge of these sacred locations as places of memory, culture, and heritage that were consciously preserved within the urban context. His international research will contribute to the department and college's mission to advance understanding and educate students about the social and cultural traditions of the global built environment.
Felice House Associate Professor Visualization	7	Fall 2020 – Spring 2021	Professor House's leave will take place in Austin, Texas, and Baltimore, Maryland. Professor House will spend her year long leave in her studio at Canopy Austin, a hub of art activity in the capitol and home to more than 50 artist's studios, three galleries, and a figurative painting atelier. She will produce a new body of paintings for exhibition and attend painting workshops to further enhance her skills. Exhibitions of Professor House's new series will enhance the reputation of the Department of Visualization, the College of Architecture, and Texas A&M as a diverse and stimulating home for the arts. Her students will also enjoy the benefit of her newly acquired skills and experience.

COLLEGE OF ARCHITECTURE (Continued)			
Timothy David McLaughlin Associate Professor Visualization	12	Fall 2020	Professor McLaughlin's leave will take place in College Station, Texas, and include two to ten day visits to professional firms in the San Francisco Bay Area, California, and Dallas, Texas. Professor McLaughlin's leave will involve investigation of the impact of real-time, immersive technology and the integration of simulation and Artificial Intelligence on professional practice and higher education in the disciplines aligned with the College of Architecture. This leave for Professor McLaughlin will invigorate interdisciplinary projects and course design, as well as enable industry- and federally-supported grants that will continue to distinguish Texas A&M's leadership in visualization education and research.
Galen D. Newman Associate Professor Landscape Architecture and Urban Planning	8	Spring 2021	Dr. Newman's leave will take place in Auburn, Alabama, at the Green Infrastructure Lab, and Newark, Delaware, at the Coastal Resilience Design Studio, conducting research examining the effects of green infrastructure on community flood resilience. Anticipated products include: 1) journal articles, 2) proof of concept data for a National Science Foundation proposal, and 3) a foundational knowledge base for a book monograph. He will assist teaching studio courses to increase his pedagogical capabilities and will leverage preexisting relationships at these locations to enhance interdisciplinary outputs. This links to his department's strategic goal to increase interdisciplinary projects and high-impact research.
Zofia K. Rybkowski Associate Professor Construction Science	10	Fall 2020	Dr. Zofia Rybkowski's leave will take place in Raleigh, North Carolina, at North Carolina State University. She will observe and document Lean-Integrated-Product-Delivery (Lean-IPD) and Target-Value-Design education and implementation practices to develop and validate digitized simulations, and publish peer-reviewed articles, with an aim to accelerate productivity within the construction industry. Currently, these simulations are administered live, which limits their dissemination and impact. Benefits include enhancing competitiveness for federal and corporate funding, enabling expansion of the department's Lean-IPD course, and filling a stated industry need. Making the Construction Science Department a pioneer in Lean-IPD digital simulation research will increase Texas A&M's global name recognition and impact.

COLLEGE OF EDUCATION AND HUMAN DEVELOPMENT			
Trina J. Davis Associate Professor Teaching, Learning, and Culture	22	Fall 2020	Dr. Davis' leave will take place primarily in College Station, Texas, with some trips to Houston, Texas. Dr. Davis plans to conduct collaborative research and seek external funding, as key benefits. During her leave she will: complete manuscripts focused on technology, creativity, and evidenced-based practices for preparing science, technology, engineering, art and math teachers (STEAM); conduct cross-disciplinary and cross-institutional collaboration in teacher education; co-develop a multi-site Improving Undergraduate STEM Education: Education and Human Resources (IUSE: HER) proposal to extend the culturally responsive instructional (CRISP) STEAM project work; and foster engagement and conduct preliminary data collection at Wharton Academy. These efforts will contribute to the research and teaching scholarship on effective practices for preparing STEAM teachers.
Lizette Ojeda Associate Professor Educational Psychology	10	Fall 2020 – Spring 2021	Dr. Ojeda's leave will take place primarily at the University of Missouri in Columbia, Missouri, where she will receive research and grantsmanship support by Dr. Lisa Flores, a twice-funded National Science Foundation Principal Investigator. She will develop a conceptual framework on work-family conflict among diverse parents in STEM (science, technology, engineering and mathematics) careers and prepare a National Science Foundation grant proposal. Her leave will help extend her research on the intersection of gender, culture, career development, and mental health. Texas A&M will benefit from these findings to promote diversity and retention in STEM.
Yolanda N. Padron Professor Educational Psychology	13	Fall 2020	Dr. Padron's leave will take place at The Writers in the Schools Organization in Houston, Texas. The purpose of the leave is to conduct research to identify factors affecting the retention of teachers of bilingual students through extensive interviews and classroom observations. This project will expand Dr. Padron's research agenda and enhance her teaching and mentorship. Benefits of this leave to Texas A&M include increased visibility by submitting proposals for national peer-reviewed conferences, journal articles, and grant applications.

COLLEGE OF ENGINEERING			
Mustafa Akbulut Associate Professor Chemical Engineering	10	Fall 2020	Dr. Akbulut's leave will take place in College Station, Texas. Dr. Akbulut will develop proposals with Professor Kumar at Georgia Institute of Technology, enhancing his career in fluid dynamics and organizing a workshop about application of nanotechnology on the food-contact surfaces. His interactions with Professor Kumar will aid him to improve his proposal writing skills and to become a future leader in the area of thermal management. New advanced knowledge gained during the leave will be transferred into curricula of the elective classes that he teaches in the Chemical Engineering and the Energy Institute at Texas A&M University.
A. Amine Benzerga Professor Aerospace Engineering	15	Fall 2020 – Spring 2021	Dr. Benzerga's leave will take place in Algiers, Algeria, at the National Polytechnic School, as a Fulbright Scholar. Dr. Benzerga plans to teach an undergraduate course on Structural Mechanics and a graduate course on Nanomechanics while there. During the leave, Dr. Benzerga plans to finalize an undergraduate textbook and write a textbook on Nanomechanics, which is the subject of a graduate course he has developed and taught several times at Texas A&M. Both textbooks will fill critical needs at Texas A&M. The project will also facilitate research collaborations in solid mechanics and graduate student recruiting.
S. P. Bhattacharyya Professor Electrical and Computer Engineering	39	Fall 2020	Dr. Bhattacharyya's leave will take place at National Cheng Kung University, Tainan, Taiwan; Indian Institute of Technology, Bombay, India; Tennessee State University, Nashville, Tennessee; and College Station, Texas. He plans to divide his time equally between these four locations. His plan is to carry out research in sliding mode control and linear multivariable control systems with colleagues in these institutions and to complete two textbooks on Control Engineering. Material will be gathered during the leave to complete them. The textbooks are respectively for an undergraduate course and a graduate course in Control Engineering and the intention is to use them in courses at Texas A&M.

COLLEGE OF ENGINEERING (Continued)			
Jens Figlus Associate Professor Ocean Engineering	7	Fall 2020 – Spring 2021	Dr. Figlus' leave will take place in Karlsruhe, Germany, at the Karlsruhe Institute of Technology. It will include research and education components to establish a transatlantic collaboration. Novel laboratory experiments on the interaction of water flow, vegetation, and sediment substrate will be conducted in combination with a teaching engagement. Dr. Figlus intends to advance fundamental understanding of the complex physical processes forming the foundation for Engineering-with-Nature design practice. Knowledge gained during the leave will directly benefit the new curriculum on natural marine processes in engineering design and help place the university at the forefront of education and research on that topic.
Huilin Gao Associate Professor Civil Engineering	7	Fall 2020 – Spring 2021	Dr. Gao's leave will primarily take place in College Station, Texas, with multiple visits to the Texas Water Development Board in Austin, Texas, the Oak Ridge National Laboratory in Oak Ridge, Tennessee, and the Pacific Northwest National Laboratory in Richland, Washington. She will submit and publish several manuscripts; collaborate with colleagues from additional disciplines, institutions, and nations; and submit new proposals to extend her currently funded projects on using artificial intelligence to enhance satellite remote sensing algorithms. These efforts will benefit Texas A&M by allowing Dr. Gao to better train graduate students and postdocs to publish papers in prestigious journals, serve the engineering and science community, and to bring in funded research.
Jeff Huang Associate Professor Computer Science and Engineering	5	Fall 2020 – Spring 2021	Dr. Huang's leave will take place in the Computer Science Department of the Massachusetts Institute of Technology (MIT) in Cambridge, Massachusetts, Stanford in Stanford, California, and at Facebook Research in London, United Kingdom. The planned visits at MIT and Stanford will develop collaborative research projects to advance research in programming languages and software engineering. The planned visit at Facebook Research will leverage expertise from both sides and, in particular, enable Dr. Huang to have access to several real-world systems and datasets that are hard to find elsewhere. The collaborative projects will lead to generating new publications and joint research proposals, and promote the reputation of the department, college, and Texas A&M as a whole.

COLLEGE OF ENGINEERING (Continued)			
Roozbeh Jafari Associate Professor Biomedical Engineering	4	Fall 2020	Dr. Jafari's leave will take place in Cambridge, Massachusetts. The primary objective of this leave is to visit Philip North America and its health-care division. Dr. Jafari will leverage this opportunity to visit various universities and research entities in the Boston area (Massachusetts Institute of Technology, Harvard, Massachusetts General Hospital, Boston University, and Northeastern University), provide seminars and seek collaboration opportunities to improve the visibility of programs at Texas A&M. Dr. Jafari will also visit Yale University frequently for his existing National Institutes of Health-sponsored collaboration on design and development of cuffless blood pressure monitors.
Weiping Shi Professor Electrical and Computer Engineering	20	Fall 2020 – Spring 2021	Dr. Shi's leave will take place at the University of Essex, United Kingdom. He will conduct joint research on using Very Large Scale Integration (VLSI) circuits and systems to solve important scientific and engineering problems that have never been solved before due to the size and complexity of these problems. In particular, he will design novel techniques to increase the stability of large power systems under contingencies and reduce blackout. He will teach mini-courses on VLSI architectures for solving partial differential equation and ordinary differential equation. The research and course will be continued at Texas A&M.
Frank M. Shipman, III Professor Computer Science and Engineering	22	Fall 2020 – Spring 2021	Dr. Shipman's leave will take place in College Station, Texas. The leave will develop collaborations to expand his scholarship in several important areas. He will initiate research examining perceptions of fairness in the application of artificial intelligence (AI), investigating software aimed at increasing data science skills, and studying community perceptions of internet-of-things data privacy and ownership. These new directions are timely given current emphasis on security, data science, and AI. Results will aim to increase the national recognition of Texas A&M in these areas, to identify future research directions, to increase funding opportunities, and to improve educational options for future Texas A&M students.

COLLEGE OF ENGINEERING (Continued)			
Raymundo Arróyave Professor Materials Science and Engineering	13	Fall 2020 – Spring 2021	Dr. Arróyave's leave will take place in Madrid, Spain. Dr. Arróyave will use his leave to work with Professor Javier Llorca and his collaborators at the Institute of Advanced Studies of Madrid, Spain, in order to address challenging issues in metals Additive Manufacturing (AM). The capabilities of Dr. Arróyave to connect process conditions to microstructures will be combined with Professor Llorca's capabilities to simulate the properties of microstructures. These joint capabilities will enable the computer-aided design for additive manufacturing, bringing the promise of AM closer to reality. This collaboration will strengthen Dr. Arróyave's current capabilities and contribute to the further internationalization of Texas A&M.
Jean-Francois Chamberland Professor Electrical and Computer Engineering	15	Spring 2021	Dr. Chamberland's leave will take place at the Indian Institute of Science, Bangalore, India; Duke University, Durham, North Carolina; Pennsylvania State University, State College, Pennsylvania; and Virginia Polytechnic Institute and State University, Blacksburg, Virginia. This leave will strengthen his research activities in information science and machine learning. Dr. Chamberland will also contribute to open educational documents through collaborative authorship. Interactions with leading scholars and the generation of novel ideas will bolster his funded research initiatives, enhance existing connections with industry partners, and elevate his research productivity. This will help the Department of Electrical and Computer Engineering attain preeminence in these strategic fields, and it will contribute to the international reputation of Texas A&M.
Je-Chin Han Distinguished Professor Mechanical Engineering	35	Spring 2021	Dr. Han's leave will take place in College Station, Texas. During this period, Dr. Han will revise two books he published: " <i>Gas Turbine Heat Transfer and Cooling Technology</i> " (December 2012), widely used by gas turbine researchers; and " <i>Analytical Heat Transfer</i> " (July 2011), used for classroom teaching by several universities. These books will be revised and published in December 2021 and August 2021, respectively. Texas A&M will benefit from his books focused on teaching and research.

COLLEGE OF ENGINEERING (Continued)			
Wonmuk Hwang Associate Professor Biomedical Engineering	15	Fall 2020	Dr. Hwang's leave will take place in College Station, Texas. During his leave, he will develop a bioimage-based model-building software that he invented and a biomolecular simulation software for which he is a core developer. Collaborators associated with these efforts include researchers at Harvard and Vanderbilt. Dr. Hwang will develop the code for the software, which will broadly benefit the computational research community, akin to writing advanced textbooks. These developments will also be essential for Dr. Hwang's research, winning major research grants, and for greater recognition of Texas A&M as a premier research institution.
Laszlo B. Kish Professor Electrical and Computer Engineering	18	Fall 2020	Dr. Kish's leave will take place at the National Institute of Health in Bethesda, Maryland, and the Fraunhofer Institute for Computer Science in Bonn, Germany. Dr. Kish's leave will be research-oriented and will focus on physical informatics. The main projects are: Brain-inspired informatics (Noise-Based-Brain-Logic) at National Institutes of Health; and Quantum-inspired informatics (Noise-Based Logic) at the Fraunhofer Institute for Computer Science, Germany. Other, shorter projects will include Fluctuation-Enhanced Sensing at the University of Messina, Italy; Gdansk Technical University, Poland; and Complex-Noise-Based-Logic at Hunan University, China. The benefits to the Department of Electrical and Computer Engineering, College of Engineering, and Texas A&M include higher national and international visibility; potential research grants (National Institutes of Health); richer teaching content and improved student experience during Dr. Kish's courses.
Xiaoning Qian Associate Professor Electrical and Computer Engineering	6	Fall 2020	Dr. Qian's leave will take place in the Oden Institute at the University of Texas at Austin. Dr. Qian will work with Dr. Karen Willcox to develop physics-principled computational methods for artificial intelligence, one of the main objectives in the Advances in Experimental Design, Optimal Control, and Learning for Uncertain Complex Systems project funded by the Department of Energy, involving Oden Institute, Brookhaven National Laboratory, and Texas A&M. Dr. Qian's leave will benefit Texas A&M by this long-term research collaboration, visibility and academic impact for the research to connect computational mathematics and artificial intelligence. The research will be integrated into Dr. Qian's courses to benefit Texas A&M students.

COLLEGE OF GEOSCIENCES			
Steven F. DiMarco Professor Oceanography	15	Spring 2021	Dr. DiMarco's leave will take place in New Brunswick, New Jersey. Dr. DiMarco will travel to Rutgers University to collaborate with the Center for Ocean Observing Leadership faculty on using ocean observing systems for scientific investigations of the coastal ocean. Dr. DiMarco leads several operational oceanography programs and interdisciplinary research projects at Texas A&M. The leave will allow Dr. DiMarco to collaborate with faculty and students of the leading operational oceanographic institution in the world, elevate his research through impactful publications, and to strategize how Texas A&M will contribute and lead activities in global initiatives like the upcoming United Nations Ocean Decade.
Gunnar W. Schade Associate Professor Atmospheric Sciences	14	Fall 2020	Dr. Schade's leave will take place at the Earth and Environment Department, Boston University (BU), Boston, Massachusetts. Dr. Schade will collaborate primarily with Drs. Phillips and Hutyra, studying urban environmental issues, including urban greenhouse gas emissions, and scientific tools developed at BU versus tools Dr. Schade developed during his own urban research. The collaboration will reboot Dr. Schade's urban environment research program, possibly supported by a National Oceanic and Atmospheric Administration Grant in 2020, funding two new graduate students. It will benefit undergraduate teaching, especially in the College of Geoscience's Environmental Programs, and interdisciplinary collaborations with faculty who study sustainability in other departments.
David W. Sparks Professor Geology and Geophysics	21	Spring 2021	Dr. Sparks' leave will take place in Los Alamos, New Mexico, with the Computational Earth Sciences group of Los Alamos National Laboratory (LANL). The purpose of the leave is to receive training on their state-of-the-art computational simulators and collaborate with LANL staff on research problems relevant to water and gas flow within economically-important hydraulically-fractured reservoirs. The leave will expand Dr. Sparks' capabilities in the area of fluid flow, increasing opportunities for collaboration between Texas A&M and LANL. Expertise in nano-scale flow simulation will fill a gap in our education program in hydrogeology, benefitting students in Geosciences and the Water Management Program.

COLLEGE OF LIBERAL ARTS			
J. Kevin Barge Professor Communication	12	Fall 2020 – Spring 2021	Dr. Barge's leave will take place in College Station and Houston, Texas. He will research the practices that are associated with constructing communication theory, producing two article submissions to top-tier journals in communication and a book proposal focusing on building communication theory. The leave extends Dr. Barge's line of research in practical theory and will enhance his research profile benefiting the department and the university. He teaches undergraduate and graduate classes in communication theory and this leave will enhance his ability to create high-impact learning experiences for his Texas A&M students.
Sandra Braman Professor Communication	5	Fall 2020 – Spring 2021	Dr. Braman's leave will take place in Montreal, Quebec, Canada, with Fulbright invitations from both McGill University and Concordia University. She will analyze the treatment of information processing in United States Supreme Court decisions from 1791 to present. Building on two earlier studies, findings will be foundational for governance of big data, artificial intelligence, and social media. It will produce a book, curricular materials for use in communication and several other disciplines, and briefing papers for policy-makers. The work will be a major step forward for the researcher; further department, college, and university missions; and will make Texas A&M a leader in this research area.
Ira Dworkin Associate Professor English	6	Spring 2021	Dr. Dworkin's leave will take place in College Station, Texas, where he will finish writing his second monograph, <i>Imperfectly Known: Nicholas Said and the Routes of African American Narrative</i> . The leave will enable Dr. Dworkin to build on archival research that has been supported by a Glasscock Fellowship, an Arts & Humanities Fellowship, and a Ray A. Rothrock Fellowship to complete his book. This will open up new ways of understanding African diaspora literary traditions that will enhance the international standing of Texas A&M.

COLLEGE OF LIBERAL ARTS (Continued)			
Catherine Coleman Eckel University Distinguished Professor Economics	7	Fall 2020	Dr. Eckel's leave will take place in College Station, Texas, and Rice University in Houston, Texas, and will advance three interrelated projects. One tracks students over time, focusing on the role of economic preferences (risk and time preference, cooperation, competitiveness) in students' achievement. A second compares student identity roles and stereotypes at Texas A&M and Prairie View A&M. The third develops a student and community panel for future research. Each has the potential to improve student outcomes at the institutions under study and beyond. The research benefit is a sustained period of concentrated analysis and writing, completing several manuscripts for publication.
Side Emre Associate Professor History	9	Fall 2020 – Spring 2021	Dr. Emre's leave will take place in Istanbul, Turkey. She will be conducting archival research, writing a journal article and completing chapters of her book on Ottoman Sufi Cosmologies. Since 2018 she has been presenting papers on this project at international venues. Benefits of the proposed leave include the publication of a journal article and completion of a single-authored monograph to be submitted to an academic press; elevating the profile of Texas A&M within the Middle Eastern, Islamic world history, global Sufism studies subfields with an emphasis on visual materials and teaching of new topics at the undergraduate level.
Margaret J.M. Ezell Distinguished Professor English	37	Fall 2020 – Spring 2021	Dr. Ezell's leave will take place in the Newberry Library in Chicago, Illinois, the Walpole Library at Yale University in New Haven, Connecticut, the Ashmolean Museum, Oxford, United Kingdom, and College Station, Texas. She will finish archival research for her book under contract to Cambridge University Press and prepare the manuscript for delivery in Spring 2021. Her research examines how seventeenth-century English readers with different literacies learned about national news, true and "fake," and it sheds new light on historical and present-day multimodal reading practices. One of the first volumes selected in a new Cambridge University Press series, it will bring positive attention to new areas of humanities research and teaching at Texas A&M.

COLLEGE OF LIBERAL ARTS (Continued)			
Lorien Foote Professor History	6	Fall 2020	Dr. Foote's leave will take place in College Station, Texas. She will finish a book manuscript under contract for delivery in October 2020, work two submitted manuscripts through the production process, and write the first article publication from her new research project. Because Dr. Foote has three book-length projects with publisher due dates occurring at the same time, the leave will allow her to bring them to completion. The benefit for her scholarship, and for the college/university's strategic goal of influential faculty research, will be multiple publications with prestigious presses.
Mark Fossett Professor Sociology	29	Fall 2020 – Spring 2021	Dr. Fossett's leave will take place in College Station, Texas, and Rostock, Germany, at the Max Planck Institute for Demographic Research (MPIDR), a leading center for demographic research using computational models. While in residence at the MPIDR, he will collaborate with researchers to investigate social dynamics hypothesized to produce residential segregation by ethnicity and socioeconomic status. His leave will benefit Texas A&M, the College of Liberal Arts, and the Department of Sociology in three ways: enhancing research by producing new scholarship on residential segregation; enhancing teaching by creating a segregation simulation program for student use; and enhancing Texas A&M's global impact by collaborating with international researchers.
Carmela Garritano Associate Professor International Studies	5	Spring 2021	Dr. Garritano's leave will take place in College Station, Texas. It will allow Dr. Garritano to finish writing her current book, <i>"African Energy Worlds: African Cinema of the Anthropocene,"</i> which uses cinema to analyze the social and environmental impacts of various energy sources and forms (fuel and electricity). The leave will advance Dr. Garritano's expertise in energy humanities, a field related to environmental humanities, and prepare her to teach courses for the international environmental studies track. It will also support Dr. Garritano's on-going research on African culture, furthering the College of Liberal Arts and the university's commitments to global education and diversity.

COLLEGE OF LIBERAL ARTS (Continued)			
Sarah N. Gatson Associate Professor Sociology	20	Fall 2020 – Spring 2021	Dr. Gatson's leave will take place in College Station, Texas, St. Cloud, Minnesota, and at Prairie View A&M to work with collaborators. She will further her research, teaching and service program focusing on the social and cultural implications of community food security. Benefits include enabling her to complete journal articles detailing findings from the first five years of the research program and develop grant proposals to fund the next phase of the project. This leave will benefit student learning and impact knowledge about food and nutritional security, and develop the professional and research skills of both undergraduate and graduate students.
Kirby Goidel Professor Public Policy Research Institute	5	Fall 2020	Dr. Goidel's leave will take place in College Station, Texas, with brief trips to Norman and Stillwater, Oklahoma; Tuscaloosa, Alabama; and San Francisco, California. Dr. Goidel served a three-year term (2017-present) as Director of the Public Policy Research Institute and will spend the leave period at Texas A&M completing a book-length manuscript on public understanding of democratic governance and articles on the role of healthcare attitudes in the 2020 elections and the electoral consequences of felony enfranchisement in Florida. The leave will result in a book to be published in a major university press and multiple submissions to top-tier journals. The resulting book and manuscripts will enhance Dr. Goidel's scholarly reputation and enhance Texas A&M's reputation for research advancing democratic governance.
Timothy J. Gronberg Professor Economics	43	Fall 2020 – Spring 2021	Dr. Gronberg's leave will take place in College Station, Texas, and will include two short-term visits to the W.E. Upjohn Institute for Employment Research in Kalamazoo, Michigan. He will carry out research on two defined projects and significantly revise and revamp his two primary undergraduate courses. The research projects will result in journal publications and maintain continuity to his research program. The course revisions will enhance his effectiveness as an undergraduate instructor. The research publications and undergraduate course improvements will benefit the reputation of the College of Liberal Arts, Department of Economics, and the university.

COLLEGE OF LIBERAL ARTS (Continued)			
Stefanie Harris Associate Professor International Studies	11	Fall 2020 – Spring 2021	Dr. Harris' leave will take place in College Station and Houston, Texas, where she will conduct archival research in the holdings of the Museum of Fine Arts, Houston, and complete a book manuscript that examines the role of photography and photographic practices in German literature, photobooks, and illustrated journals of the 1950s through the 1970s. The work scrutinizes the role of public media practices in the regulation of social consensus. The resulting book will build on the research agenda that has established Dr. Harris as an expert in the field and contributes to university goals in advancing interdisciplinary research.
Hilaire Kallendorf Professor Hispanic Studies	18	Spring 2021	Dr. Kallendorf's leave will take place in College Station, Texas. During this time she will work on writing a book titled " <i>Perilous Passions? Ethics & Emotion in Early Modern Spain.</i> " In addition to offering students a chance to participate in faculty research, this project will also provide valuable material to use in her teaching. She will teach a class where students debate moral dilemmas and then write position papers about the dilemma; she anticipates incorporating explicit discussions of emotions and moral reasoning. This project fits within the strategic plan for the Department of Hispanic Studies, which highlights intellectual history as an area of excellence, thus bringing positive attention to Texas A&M as well.
Hoi-eun Kim Associate Professor History	12	Fall 2020 – Spring 2021	Dr. Kim's leave will take place in College Station, Texas, with brief research trips to archives and libraries in Japan and Korea. The goal of Dr. Kim's leave is to write four chapters of a book manuscript on Japanese medical doctors in colonial Korea from 1910-1945, analyzing their lives and activities through both quantitative (cliometric) and qualitative methodologies. This book will contribute to scholarship on medicine and empire, further enhance Dr. Kim's professional standing as a leading historian with multilingual capabilities, and bring positive attention to Texas A&M. Dr. Kim's engagement with new sources and methodologies will also directly benefit his students.

COLLEGE OF LIBERAL ARTS (Continued)			
Silvana Krasteva Associate Professor Economics	10	Fall 2020 – Spring 2021	Dr. Krasteva's leave will take place at Duke University in Durham, North Carolina, and in College Station, Texas. At Duke University, she will work on developing a theoretical framework to study the role of advertising on the charitable giving market. At Texas A&M, she will conduct two experimental projects in the Economics Research Laboratory and the Human Behavior Lab that investigate the effectiveness of different market-based solutions for encouraging more informed giving by charity donors. These activities will advance the theoretical and experimental research on charitable giving, contribute to cross-college interactions, and provide training to graduate students in the two labs.
Alberto Moreiras Professor Hispanic Studies	9	Fall 2020	Dr. Moreiras' leave will take place partially in the personal library of Professor Arturo Leyte, in Vigo, Spain, and partially in the libraries at The University of Texas at Austin and the University of California at Irvine. The purpose of the leave is to write four chapters for <i>"Infrapolitical Existence. An Essay on Martin Heidegger and Jacques Derrida."</i> This will be Dr. Moreiras' fourth single-authored book on infrapolitics which studies human existence in a non-political register. It will enhance the international visibility and respect Dr. Moreiras has accrued, which will benefit his students and department and strengthen the reputation of Texas A&M as a whole.
Alexander Carl Pacek Professor Political Science	29	Spring 2021	Dr. Pacek's leave will take place in College Station, Texas, Washington D.C., and the University of Notre Dame, Indiana. Dr. Pacek will spend his leave gathering and analyzing data for a project on the political consequences of "happiness" and life satisfaction. Several graduate students from Texas A&M are already involved in initial collaborative research, and he is planning to involve several advanced undergraduate students as well. The project will contribute to Texas A&M's reputation as a world-class research university with research of interest to policy-makers as well. He anticipates incorporating this project into his Introduction to American Politics, Introduction to Comparative Politics (both undergraduate) and Seminar in Mass Political Behavior (graduate) courses.

COLLEGE OF LIBERAL ARTS (Continued)			
Gregory Fernando Pappas Professor Philosophy and Humanities	27	Fall 2020 – Spring 2021	Dr. Pappas' leave will take place in College Station, Texas. He will complete the book manuscript " <i>Injustices: An Inter-American and Community of Inquiry Approach</i> ," a unique and first book-length comprehensive philosophical treatment of injustice based on merging Latin American philosophy and American Pragmatism. The book will help Dr. Pappas improve his teaching of courses in American and Latin American philosophy. The project is in alignment with the department and college interest in interdisciplinary and international research. The content and main thesis of the book support Texas A&M's mission to use the full resources of the university to work on society's grand challenges.
Nancy Plankey-Videla Associate Professor Sociology	15	Fall 2020	Dr. Plankey-Videla's leave will take place in Guanajuato, Mexico, and neighboring cities in the state of Guanajuato, San Luis Potosi, as well as Mexico City. She will conduct interviews in three states and Mexico City with people that were deported or voluntarily returned to Mexico in order to understand what facilitates their reintegration into the labor market and society. This leave will result in a solo-authored book manuscript and advance the work of an interdisciplinary team that will make recommendations to Mexican immigration agencies. This leave will directly impact graduate students by providing research training and developing a new course on migration, deportation, and reintegration. The leave will also internationalize the curriculum and bring greater visibility to Texas A&M.
Kazuko Suzuki Associate Professor Sociology	10	Fall 2020 – Spring 2021	Dr. Suzuki's leave will take place at Hosei University in Japan primarily, with a period in College Station, Texas, utilized for analyses of data obtained in her previous fieldwork on feminism in Japan. Dr. Suzuki's main goal is to complete a monograph that explores how Japanese women challenge their subordinate social position through production and consumption of a kind of popular culture called "Yaoi" which now has global influence. The resulting book will enhance the international visibility of Texas A&M and have immediate impact on her interdisciplinary teaching, targeting students in sociology, gender, and Asian studies.

COLLEGE OF LIBERAL ARTS (Continued)			
Michelle M. Taylor-Robinson Professor Political Science	29	Spring 2021	Dr. Taylor-Robinson's leave will take place in College Station, Texas. She will begin a new major research project comparing the work of male and female ministers in presidential cabinets and the implications for representation of women. The new project builds significantly on her research agenda on incorporation of women into presidential cabinets. Research conducted during the leave will produce an external grant application and journal article and, ultimately, a book that will bring international recognition in academic communities. The research will benefit student learning, contributing to the Political Science Department's new research experience program for undergraduates and Texas A&M internationalization initiatives.
Diego A. Von Vacano Associate Professor Political Science	14	Fall 2020	Dr. Vacano's leave will take place at Texas A&M and The University of Texas at Austin in the Benson Latin American Studies Collection (Benson Collection). The Benson Collection is the best Latin American studies library in the world. Dr. Vacano will use it to complete a book that he is working on, " <i>American Caudillo: Between Democracy and Populism in the Americas</i> ," that is under contract with Oxford University Press. The book examines American populism using Latin American political ideas. This research will help him complete the book and enhance his teaching knowledge for his courses at Texas A&M on Latin American political ideas.
Shelley Wachsmann Professor Anthropology	26	Fall 2020	Dr. Wachsmann's leave will take place in College Station, Texas. He will write a popular book-length manuscript, for which he has signed a contract with Texas A&M University Press, entitled " <i>Strange Things: Ships on Land in the Ancient Mediterranean World</i> ." The resulting book will be based on his award-winning scholarly book, " <i>The Gurob Ship-Card Model and Its Mediterranean Context</i> ," but written in a manner attractive to a lay audience. This project will benefit Texas A&M by transforming research normally limited to scholars into an engaging book for the general public, who ultimately fund the university's work.

COLLEGE OF SCIENCE			
Dean Baskin Associate Professor Mathematics	5	Fall 2020 – Spring 2021	Dr. Baskin's leave will take place in College Station, Texas; Northwestern University in Evanston, Illinois; Purdue University in West Lafayette, Indiana; The University of North Carolina in Chapel Hill, North Carolina; and the international research institute, MATRIX, at the University of Melbourne, Australia. He will participate in a two-week workshop on wave equations in geometry and physics at the international venue. His time at the other institutions will be spent working intensively on research collaborations in theoretical analysis of partial differential equations arising in geometry and physics, while time at Texas A&M will be spent carrying out related research. These visits will increase the national and international visibility of Texas A&M and draw attention to its strength in the analysis of partial differential equations.
Andrew Comech Associate Professor Mathematics	15	Fall 2020 – Spring 2021	Dr. Comech's leave will take place at the University Franche-Comte in Besancon, France; the University of Bath, United Kingdom; St. Petersburg State University in St. Petersburg, Russia; and the National Autonomous University of Mexico, Mexico City, Mexico. Dr. Comech will collaborate with leading specialists in analysis, spectral theory and mathematical physics, which will significantly contribute to Dr. Comech's qualifications. The research is aimed at central questions of the theory of partial differential equations benefitting the field. Texas A&M will benefit by increased international visibility, extension of the doctoral program by topics, courses related to Dr. Comech's research, and exposure to prospective doctoral students.
Yalchin Efendiev Professor Mathematics	18	Fall 2020	Dr. Efendiev's leave will take place at the Chinese University of Hong Kong, Hong Kong (CUHK), and the Fraunhofer Institute for Applied Mathematics (ITWM) in Kaiserslautern, Germany. At the CUHK, Dr. Efendiev plans to work with Dr. Chung on a comprehensive book based on developing multiscale model reduction techniques. At the ITWM, Dr. Efendiev plans to lead work on applications of multiscale methods converging independently of scales and contrast in simulations. Expected benefits include large-scale applications of recently developed multiscale techniques, completing the book, future opportunities for graduate students, and more future research funding.

COLLEGE OF SCIENCE (Continued)			
Steve W. Lockless Associate Professor Biology	10	Fall 2020	Dr. Lockless' leave will take place at Othram, Incorporated (Othram) in The Woodlands, Texas. The purpose is to learn effective strategies for software development and analysis of Next-Generation Sequencing of both human and bacterial genomes. Othram has industry leading "Big Data" programmers with experience in developing tools to extract genomic information from very large data sets. The benefits will be to apply cutting-edge computational capabilities to current and future genomic research in the Lockless Laboratory. The impact will be to build the Texas A&M brand through an academic-industry collaboration, potentially leading to grant funding, scientific publications, and invitations to national and international conferences and tier one universities.
Guergana Petrova Professor Mathematics	18	Spring 2021	Dr. Petrova's leave will take place in College Station, Texas; the University of South Carolina in Columbia, South Carolina; and Rice University in Houston, Texas. She plans to invite her collaborators to Texas A&M and make short visits to the University of South Carolina and Rice University. During this period, Dr. Petrova intends to concentrate on data assimilations, sampling, and nonlinear methods of approximations. This leave will accelerate her research program and open up new research directions. It will also give her the opportunity to meet new people, exchange ideas, and be a role model for female graduate students and researchers. It will increase her ability to attract future graduate students and outside funding for her work. Overall, this will be of direct benefit to the Department of Mathematics and Texas A&M.
Nicholas Boris Suntzeff University Distinguished Professor Physics and Astronomy	13	Spring 2021	Dr. Suntzeff's leave will take place at Cerro Tololo Inter-American Observatory (CTIO) in La Serena, Chile and Santiago, Chile. He will collaborate with his team members at CTIO and Las Campanas Observatory, extending his research in measuring the expansion rate of the universe using distances to exploding stars. His team in Chile pioneered this field and, with their new data based on ten years of observations, he will improve the accuracy of distances into the far universe. Texas A&M has invested \$50M in the Giant Magellan Telescope in Chile, and Dr. Suntzeff will continue his earlier work in the scientific planning of this telescope.

COLLEGE OF SCIENCE (Continued)			
Lei Fang Associate Professor Chemistry	6	Spring 2021	Dr. Fang's leave will take place at Technische Universität Dresden (TUD) in Dresden, Germany, one of the "Excellence Initiative Universities" in Germany. His host will be Professor Xinliang Feng, the Chair for Molecular Functional Materials at TUD. During his leave, Dr. Fang will conduct collaborative research on porous graphitic carbon-based materials and catalysts. The collaboration will facilitate exchange of scientific ideas and benefit the research program conducted by Dr. Fang's group at Texas A&M. The visit will also strengthen Texas A&M's ties with world-leading research institutes in the fields of materials and catalysts and enhance the international visibility of chemical research at Texas A&M.
Carl A. Gagliardi Professor Physics and Astronomy	37	Spring 2021	Dr. Gagliardi's leave will take place at Brookhaven National Laboratory in Upton, New York, and at Texas A&M. At Brookhaven, he will play a key role in the commissioning of a major new detector system, the Solenoidal Tracker Relativistic Heavy Ion Collider (STAR) Forward Upgrade. This will enhance Texas A&M's national and international visibility. The STAR Forward Upgrade will enable future essential investigations of the structure of the proton and will be the foundation for future research by Dr. Gagliardi's group. At Texas A&M, he will mentor members of his group who are performing analyses in preparation for the forward upgrade.
Joseph M. Landsberg Professor Mathematics	15	Fall 2020 – Spring 2021	Dr. Landsberg's leave will take place at the Max Plank Institut for Mathematics in Leipzig, Germany; Polish Academy of Sciences Institute of Mathematics in Warsaw, Poland; Harvard University, Cambridge, Massachusetts; and Texas A&M. Its purpose is to accelerate Dr. Landsberg's research in theoretical computer science. Dr. Landsberg has been a pioneer in introducing advanced methods from geometry into computer science. The visits will be to work with leading geometers to develop further techniques and disseminate recent advances to computer scientists. The time at Texas A&M will enable Dr. Landsberg to continue advising his five doctoral students during the period. The leave will increase the visibility of Texas A&M to both world leaders in mathematics and computer science.

COLLEGE OF SCIENCE (Continued)			
Mohsen Pourahmadi Professor Statistics	11	Fall 2020	Dr. Pourahmadi's leave will take place at the University of Chicago in Chicago, Illinois, where he will also have the opportunity to interact with the faculty of the Booth School of Business, and the Stevanovich Center for Financial Mathematics, on covariance estimation and dynamic factor models for multivariate time series and their applications to the analysis of financial and economics data. The leave and research collaboration will be the source of ideas and methodologies to shape Dr. Pourahmadi's near-term research program with potential grant applications for external funding. The ensuing results and techniques will be incorporated in teaching undergraduate and graduate courses at Texas A&M.
Anne Shiu Associate Professor Mathematics	5	Fall 2020 – Spring 2021	Dr. Shiu's leave will take place at Texas A&M, the University of Oxford England, the University of Applied Sciences in Germany, the Technical University of Braunschweig in Germany, and Santa Clara University in California. She will pursue research collaborations in mathematical biology and applied algebraic geometry and, in California, will participate in a research conference. Her time at Texas A&M will be devoted to related research. Expected benefits include strengthening both Dr. Shiu's research program and Texas A&M's international reputation in applied algebraic geometry. Dr. Shiu's graduate students will also benefit as she brings new research ideas into their training and mentoring.
Suojin Wang Professor Statistics	30	Spring 2021	Dr. Wang's leave will take place in Manhattan, Kansas; Corpus Christi, Texas; Suzhou, China; and College Station, Texas. He will work closely with collaborators at Kansas State University, Texas A&M University at Corpus Christi, and Soochow University, developing innovative and sound statistical methodology for analyzing huge longitudinal and missing data arising in the modern big data era. Dr. Wang will use the leave to conduct high-quality research and publish in high-impact journals in these areas. The results will be brought into classroom teaching and student advising. These research and teaching activities will greatly benefit the Department of Statistics, College of Science, and the university.

MAYS BUSINESS SCHOOL			
Yong Chen Associate Professor Finance	7	Spring 2021	Dr. Chen's leave will take place at Washington University in St. Louis, Missouri. Dr. Chen will collaborate with colleagues in the Olin Business School to develop new tests about the behavior and determination of asset prices, such as stock return predictability and hedge fund performance. The methods will include econometrics, machine learning, and big data analysis. Such research will contribute to a deeper understanding of stock market efficiency and strategic asset allocation, which are essential in modern finance. The leave will benefit the Department of Finance, Mays Business School, and the university through publishable research in leading journals.
Yan (Lucy) Liu Associate Professor Marketing	8	Fall 2020	Dr. Liu's leave will take place at Texas A&M; the University of Kentucky, Lexington, Kentucky; and Virginia Tech, Blacksburg, Virginia. Dr. Liu will develop two projects. The first project is collaborated with Dr. Allan Chen at the University of Kentucky and investigates the impact of product recall on consumers. The second project is collaborated with Dr. Wenqi Shen at Virginia Tech and studies online user's voluntary contribution behavior. The leave will allow Dr. Liu to obtain new capability for conducting research with eye tracking and machine learning. These projects will help the Department of Marketing, Mays Business School and the university through published research in leading journals.
SCHOOL OF LAW			
Glynn S. Lunney, Jr. Professor School of Law	5	Fall 2020	Dr. Lunney's leave will take place in Fort Worth, Texas. During the leave, Dr. Lunney will examine how copyright law must change in response to the ongoing transition from analog to digital technology for the creation and distribution of creative work. The project will gather first-of-its-kind empirical data on the changing economics of creativity in the digital world and what that means for a copyright regime intended to support creativity. The research will provide the basis for a forthcoming book, tentatively titled " <i>Transforming Copyright, Transforming Culture.</i> "

TEXAS A&M UNIVERSITY AT GALVESTON			
Randall William Davis Regents Professor Marine Biology	29	Spring 2021	Dr. Davis' leave will take place in Kaikoura, New Zealand, where he will conduct research on the behavior and energetics of dusky dolphins using an unmanned aerial vehicle. This research will be conducted in association with the Kaikoura Ocean Research Institute with support from the Fulbright Scholar Program. Dr. Davis' leave will enable him to develop new techniques to study dolphin behavior at sea and estimate the energetic cost of their daily activities. This research, which will expand our understanding of marine mammals, will be of interest to a broad international community and enhance the reputation of the Department of Marine Biology and the university.

TEXAS A&M UNIVERSITY
RECOMMENDATIONS FOR TENURE
TENURE LIST NO. 20-02

<u>Name</u>	<u>Present Rank</u> <u>Department</u>	<u>Yrs. Towards Tenure*</u>		<u>Effective</u> <u>Date/Tenure</u>	<u>Education</u>	<u>Employment</u> <u>Towards Tenure</u>
		<u>Univ.</u>	<u>Other Inst.</u>			
COLLEGE OF AGRICULTURE AND LIFE SCIENCES						
Dr. Matt Baker	Professor Agricultural, Leadership, Education, and Communications	0	>15	Upon Approval by the Board and Faculty Arrival	Ph.D. (1990) The Ohio State University	Fa 1994 – Su 1997 Assistant Professor University of Florida Su 1997 – Su 2000 Associate Professor (Tenured 1997) University of Florida Su 2000 – Su 2019 Professor Texas Tech University Fa 2019 Professor Texas A&M University

COLLEGE OF ENGINEERING

Dr. Yong-Rak Kim	Professor Civil Engineering	0	14	Upon Approval by the Board and Faculty Arrival	Ph.D. (2003) Texas A&M University	Fa 2005 – Su 2010 Assistant Professor University of Nebraska, Lincoln
						Fa 2010 – Su 2016 Associate Professor (Tenured 2010) University of Nebraska, Lincoln
						Fa 2016 – Su 2019 Professor University of Nebraska, Lincoln
						Fa 2019 Professor Texas A&M University

COLLEGE OF LIBERAL ARTS

Dr. Idia Binitie Thurston	Associate Professor Psychological and Brain Sciences	0	6	Upon Approval by the Board and Faculty Arrival	Ph.D. (2010) University of South Florida	Fa 2013 – Su 2019 Assistant Professor University of Memphis
						Fa 2019 Associate Professor Texas A&M University

* Each university determines, through a review process, the number of years each faculty member will be awarded tenure based on his/her dossier.

TEXAS A&M UNIVERSITY-KINGSVILLE
RECOMMENDATIONS FOR TENURE
TENURE LIST NO. 20-02

<u>Name</u>	<u>Present Rank</u> <u>Department</u>	<u>Yrs. Towards</u> <u>Tenure*</u> <u>Univ.</u>	<u>Other Inst.</u>	<u>Effective</u> <u>Date/Tenure</u>	<u>Education</u>	<u>Employment</u> <u>Towards Tenure</u>
COLLEGE OF AGRICULTURE, NATURAL RESOURCES, AND HUMAN SCIENCES						
Dr. Jason Apple	Professor Animal Science and Veterinary Technology	0	>15	Upon Approval by the Board	Ph.D. (1994) Kansas State University	Fa 1995 – Sp 2001 Assistant Professor University of Arkansas Fa 2001 – Sp 2007 Associate Professor (Tenured 2001) University of Arkansas Fa 2007 – Sp 2019 Professor University of Arkansas Fa 2019 – Present Professor Texas A&M University-Kingsville
COLLEGE OF ENGINEERING						
Dr. Scott Christopher Smith	Professor Electrical Engineering and Computer Science	0	>15	Upon Approval by the Board	Ph.D. (2001) University of Central Florida	Fa 2001 – Su 2007 Assistant Professor University of Missouri Fa 2007 Associate Professor (Tenured 2007) University of Missouri

COLLEGE OF ENGINEERING (Continued)

Dr. Scott Christopher Smith (continued)

Fa 2007 – Su 2013
Associate Professor (Tenured 2007)
University of Arkansas

Fa 2013 – Sp 2019
Professor (Tenured 2013)
North Dakota State University

Fa 2019 – Present
Professor
Texas A&M University-Kingsville

* Each university determines, through a review process, the number of years each faculty member will be awarded tenure based on his/her dossier.

**PROPOSED PLAN FOR THE DEVELOPMENT, APPROVAL, AND PUBLICATION OF
THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT
EXTERNAL OPERATIONS RULES**

- 1) Identification of the need for, or revision of, TDEM external operations rules
 - a. External operations rules or revisions may be suggested by TDEM staff, other state agency personnel, TAMUS staff, members of the Board of Regents, or external stakeholders.
 - b. Recommendations for external operations rules or revisions will be submitted through the TDEM website to the office of policy and research.
 - c. The TDEM office of policy and research will review the submitted recommendation(s) for content and potential conflict and/or duplication with state law, executive orders, TAMUS policies and regulations, and TDEM rules.
 - i. If the proposed rule or revision is found to conflict and/or duplicate state law, executive orders, TAMUS policies and regulations, or TDEM rules, the office of policy and research will notify the individual who submitted the recommendation and no further action will be taken.
 - d. Once the proposed external operations rule or revision is found to be consistent with state law, executive orders, TAMUS policies and regulations, and TDEM rules, the office of policy and research will provide the proposed external operations rule or revision to internal TDEM staff for review of the need for the rule or revision.
- 2) Internal TDEM staff review of need for TDEM external operations rule or revision
 - a. The office of policy and research will distribute the proposed external operations rule or revision to TDEM staff in the relevant operational area(s) to solicit feedback on the proposed rule or revision.
 - b. TDEM staff may suggest language for the proposed rule or revision, identify existing rule(s) and/or standard administrative procedures or guidelines which already address the issue, or recommend not developing the rule or revision based upon other explicit rationale.
 - i. Once staff make recommendations for language for the proposed rule or revision, the office of policy and research will develop the rule or revision for review.
 - ii. If staff identify existing rule(s) and/or standard administrative procedure(s) or guideline(s) which already address the issue, the office of policy and research will notify the individual who made the recommendation of the existing rule, procedure or guideline which addresses the issue. If this resolves the issue for the individual, no further action will be taken. If further development of the individual's recommendation is necessary, the recommendation may be resubmitted.
 - iii. Recommendation not to develop the external operations rule or revision
 1. In the event that TDEM staff recommend not developing the rule or revision further, the office of policy and research will take this

recommendation to the TDEM executive committee for consideration.

2. If the TDEM executive committee concurs with the staff recommendation to not develop the rule or revision, the office of policy and research will notify the individual who made the recommendation of the decision and the basis for the decision. No further action will be taken.
3. If the TDEM executive committee determines that development of the rule or revision is necessary, the office of policy and research will begin development of the rule or revision.

3) Development of external operations rule or revision

- a. The office of policy and research will, in coordination with subject matter experts within TDEM and external stakeholders, develop the draft external operations rule or revision.
- b. External stakeholders will be identified based upon the subject of the rule or revision.

4) Review of proposed external operations rule by TAMUS Office of the General Counsel (OGC)

- a. Once the draft rule or revision has been developed, the office of policy and research will review the draft rule or revision with OGC to ensure compliance with state law, executive orders, TAMUS policies and regulations, and TDEM rules.
- b. Should revisions need to be made to ensure compliance, the office of policy and research will make the revisions and provide the changes to the internal subject matter experts and external stakeholders.

5) Internal approval process for external operations rule or revision

- a. The office of policy and research will provide the draft external operations rule or revision to all TDEM employees for review and comment for a two week period.
- b. The office of policy and research will review recommendations with the internal subject matter experts and external stakeholders and make any necessary revisions.
- c. Approval of the draft external operations rule or revision will then be made by the Chief Operating Officer, Chief Financial Officer, or the Deputy Chief(s) based on the subject matter of the rule or revision. Any changes required will be made and the internal subject matter experts and external stakeholders will be notified of the change(s).

6) External review of proposed external operations rule or revision

- a. The proposed rule or revision will be provided to the Texas Emergency Management Advisory Council (TEMAC) for review and to provide any recommendations for revision.
- b. The proposed rule or revision will be published on the TDEM website with a link to provide external stakeholders with the opportunity to provide comments on the proposed rule or revision.

- c. The proposed rule or revision will be sent electronically to the state operations center email list of emergency management contacts with the link to the website to provide comments.
 - d. The office of policy and research will review recommendations from TEMAC and the website with the internal subject matter experts and external stakeholders and make any necessary revisions.
- 7) Final TDEM internal review and approval of external operations rule or revision
 - a. The office of policy and research will submit for approval the revised draft of the external operations rule or revision to the Chief Operating Officer, Chief Financial Officer, or the Deputy Chief(s) based on the subject matter of the rule or revision.
 - b. The chief will then review the rule or revision and make any revisions or corrections necessary and approve the rule or revision for submission to the system for review.
- 8) Submission of proposed external operations rule or revision to TAMUS
 - a. The proposed external operations rule or revision will be submitted to the OGC for review for legal sufficiency
 - b. The rule or revision will then be submitted to the Chancellor for approval.
 - c. The rule or revision will then be submitted to the Board of Regents for approval.
 - d. Upon approval of the Board of Regents, TDEM will publish the final rule or revision on the TDEM website and send electronically to the state operations center emergency management contact list.