



UNIVERSITY OF HOUSTON SYSTEM  
UNIVERSITY OF HOUSTON

Office of the General Counsel

*Lauri Schneidau Ruiz*  
Assistant General Counsel  
Office of the General Counsel  
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November 8, 2007

**VIA CERTIFIED MAIL #7006 0100 0004 6682 0404**  
**RETURN RECEIPT REQUESTED**

Ms. Katherine Goldsmith  
Communications Department  
Box 19107  
Fine Arts Building RM 118  
Arlington, Tx 76019-0107

Re: Texas Public Information Request dated October 15, 2007 and received on  
October 25, 2007 regarding information on chancellor, presidents and provosts

Dear Ms. Goldsmith:

This letter responds to your Request for Public Information, dated October 15, 2007 which was received in our office on October 25, 2007, requesting the following information:

- "A document reflecting the current salary, dollar amount of automobile and housing allowance, and value of any other perk for the chancellor of the University of Houston system, and the president and provost of each of the University of Houston components, and
- "Most recent performance review of the University of Houston chancellor and president and provost of each component institution."

Please find attached documents that are responsive to your request. In regard to the compensation and allowances for the current UH Interim Chancellor/President, I am also enclosing a letter contract and amendment, which reflects that Dr. Rudley lives in and has use of the Wortham House. We do not have documents reflecting a dollar value for that housing arrangement. The amendment also reflects that Dr. Rudley has use of an automobile as part of his employment.

In regard to performance reviews, I am enclosing a performance review for Suzanne LaBrecque, Provost at UH – Victoria. I am also enclosing a document titled "Performance Standards" for the Provost at UH – Downtown. In the Performance Standards, the Provost lists her ongoing activities and duties, which is reviewed by the UH – Downtown President. While this is not strictly a performance appraisal in the traditional sense, we feel that it may be sufficiently similar to meet your request.




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Ms. Katherine Goldsmith  
November 8, 2007  
Page Two

The Provost at UH – Clear Lake started in that position on August 1, 2007 and so has not yet received a performance review. Written performance reviews are not done for the chancellor or presidents of the UH components; therefore, no documents exist which would be responsive to that portion of your request. Similarly, written performance reviews are not done for the Provost at UH – Main Campus.

In providing this information to you, we have complied with your request under the Texas Public Information Act and we now consider this matter closed. Should you have any questions, please do not hesitate to contact me.

Kind regards,

  
Lauri Schneidau Ruiz  
Assistant General Counsel

Higher Education  
Administrative Accountability Report  
Special Provisions, Sec. 6  
FY2008

Institution Code: 783		University of Houston-System Administration										
A	B	C	D	E	F	G	H	I	J	K	L	M
Name	Position	Funding Source	Salary (09/01/07)	Percentage Salary Increase Over FY 2007	Cash Bonuses	Practice Plan Benefits	Housing Allowance	Car Allowance	Other	Non-Cash Compensation	Total Compensation	Explanation / Comments
John M. Rudley	Interim Chancellor/President	General	73,327					575	2,400		76,302	Other: Longevity \$1200 and Comm Allow \$1200
		Designated	377,585								377,585	
		Rudley Total	450,912	0%				575	2,400		453,887	
Donald J. Foss	Sr. VC/VP, Acad Affairs/Provost	General	46,104					12,000	4,200		62,304	Other: Longevity \$3600 and Comm Allow \$600
		Designated	237,405						34,021		271,426	Other: 457(f)
		Foss Total	283,509	11%				12,000	38,221		333,730	



UNIVERSITY OF HOUSTON SYSTEM

Board of Regents

May 18, 2007

07 MAY 22 AM 11:53  
PRESIDENT'S  
BUSINESS OFFICE

Dr. John M. Rudley  
University of Houston  
226 E. Cullen Building  
Houston, Texas 77204

Dear Dr. Rudley:

I am very pleased to inform you that the Board of Regents voted to select you as Interim Chancellor, University of Houston System and Interim President, University of Houston, effective June 1, 2007. The term of this dual appointment is subject to all Board of Regent, University of Houston System and University of Houston policies, rules, and directions of the Board of Regents of the University of Houston System. Your appointment is at our will and pleasure to continue until a national search for the vacant position is concluded and a permanent Chancellor/President is officially appointed. I expect the permanent appointment to be made sometime within the coming academic year and you understand that in serving as interim Chancellor/President you will not be considered for the permanent position.

Your salary during this interim period will be \$423,392 annually to be paid on a prorated monthly basis. In addition, the fringe benefits afforded you during this interim appointment will include the car allowance you currently receive of \$1000 month, plus, subject to applicable policies and laws of the State of Texas, reimbursement of any reasonable, appropriate and documented expenses incurred through entertainment or travel for official University of Houston System/University of Houston purposes as required by your new interim appointment.

As Interim Chancellor and President you will report directly to the Board of Regents. Your duties and responsibilities will be to faithfully devote your full time and attention to oversee and administer the affairs of the University of Houston System and the University of Houston consistent with State laws and Board of Regent policies.

Upon conclusion of your dual interim appointment as Chancellor and President, your employment will revert to Vice Chancellor and Vice President for Administration and Finance. Your salary and fringe benefits will revert to your current salary with any applicable staff adjustment in salary as may have been provided during your appointment as Interim Chancellor/President, as well as adjustments and accruals to your 457(f) plan based on contributions made as Vice Chancellor/Vice President for Administration and Finance.

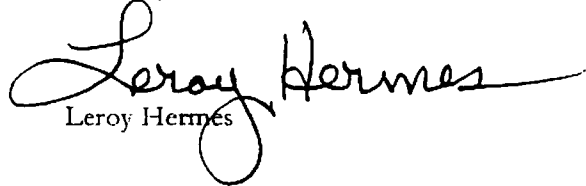
Dr. John M. Rudley

May 18, 2007

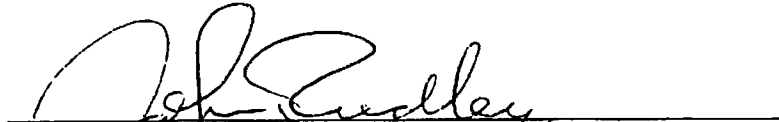
Page 2 of 2

I trust that you will accept this Interim appointment as Chancellor/President and on behalf of the Board of Regents we look forward to working closely with you as we advance the mission of the University of Houston System. I ask that you indicate your acceptance of this appointment by signing this letter and returning it to me at your earliest convenience but no later than Monday, May 21, 2007. Should you have any questions regarding any aspect of this appointment, please let me know.

Sincerely,

  
Leroy Hermes

I hereby accept the interim appointment as described above.

  
\_\_\_\_\_  
Dr. John M. Rudley  
Dated: 5/18/07



UNIVERSITY OF HOUSTON SYSTEM

Board of Regents

June 25, 2007

Dr. John M. Rudley
University of Houston
226 E. Cullen Building
Houston, Texas 77204

Dear Dr. Rudley:

The following represents amendments to your Interim Chancellor/President appointment letter dated May 18, 2007:

1. Beginning June 12, you will be provided use of an automobile during your interim appointment. The automobile will be furnished and maintained by the System. The System shall pay all costs and expenses (including insurance) of the automobile. This will be in lieu of your car allowance which shall be reinstated at the end of your interim appointment.

2. As a condition of employment and for the convenience of the System, as Interim Chancellor you will live in the Wortham House at 1505 South Boulevard, Houston, Texas to enable you to perform the duties of employment and to serve the best interests of the System. The System shall provide adequate clerical and custodial staff to the interim Chancellor for these purposes and shall provide insurance, housekeeping, utilities, maintenance, and repair on the Residence.

Please sign in the space indicated below if you agree to accept these amendments to your appointment letter.

Sincerely,

Leroy Hermes (handwritten signature)

Leroy Hermes

I hereby accept the changes as described above.

John Rudley (handwritten signature)
Dr. John M. Rudley Date

07 JUL 11 AM 10:44
PRESIDENT'S BUSINESS OFFICE

LESSOR (and CO-LESSEE) (Your name and address, including company)  
**UNIVERSITY OF HOUSTON**  
 212 EZEKIEL CULLEN BLDG  
 HOUSTON TX 77204-2018 HARRIS

LESSOR (Resident)  
**STEWART CADILLAC**  
 2520 MAIN STREET  
 HOUSTON TX 77002

This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle by signing this lease. You agree to everything on the front and back of this lease. The dealer will explain the terms of this lease to you. If you do not understand the terms of this lease, you should ask the dealer to explain them to you. If you do not understand the terms of this lease, you should ask the dealer to explain them to you. If you do not understand the terms of this lease, you should ask the dealer to explain them to you.

**THE VEHICLE YOU ARE LEASING**

Year	Make & Model	Body Style	Vehicle ID #	Mileage	Primary Use
2007	CADILLAC ESCALADE	2WD	1G7LC63017R410193	5	<input type="checkbox"/> Personal, Family or Household <input type="checkbox"/> Commercial, Business or Agricultural <input type="checkbox"/> Public Use/Lease

**FEDERAL CONSUMER LEASING ACT DISCLOSURES**

1. Amount Due at Lease Signing or Delivery \$ 2431.47	2. Monthly Payments \$ 931.47	3. Total of Monthly Payments \$ 23855.28	4. Total of Payments \$ 23855.28
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5. Amount Due at Lease Signing or Delivery		6. How the Amount Due at Lease Signing or Delivery will be paid.	
a. Capitalized cost reduction	\$ 1500.00	a. Trade-in allowance	\$ N/A
b. First monthly payment	\$ 931.47	b. Residual and vehicle credit	\$ 1500.00
c. Residual security deposit	\$ N/A	c. Amount to be paid in cash	\$ 931.47
d. Title fees	\$ N/A		
e. Registration fees	\$ N/A		
f. Sales tax	\$ N/A		
g. N/A	\$ N/A		
h. N/A	\$ N/A		
i. N/A	\$ N/A		
<b>Total</b>	<b>\$ 2431.47</b>	<b>Total</b>	<b>\$ 2431.47</b>

7. Gross capitalized cost: The agreed upon value of the vehicle (including any outstanding prior credit or lease balance)	\$ 58040.40	8. Depreciation fee (if you do not purchase the vehicle)	\$ 0.00
9. Capitalized cost reduction: The amount of any trade-in allowance, rebate, non-cash credit, or cash you pay that reduces the gross capitalized cost	\$ 1500.00	9. Total of other charges (not part of your monthly payment)	\$ 0.00
10. Adjusted capitalized cost: The amount used in calculating your base monthly payments	\$ 57540.40	10. Total of payments (The amount you will have paid by the end of the lease)	\$ 23855.28
11. Residual value: The value of the vehicle at the end of the lease used in calculating your base monthly payments	\$ 42414.35		
12. Depreciation and any amortized amounts: The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term	\$ 15042.95		
13. Base charge: The amount charged in addition to the depreciation and any amortized amounts	\$ 2312.33		
14. Total of base monthly payments: The depreciation and any amortized amounts plus the base charge	\$ 22355.28		
15. Lease payments: The number of payments at your lease	24		
16. Base monthly payments	\$ 931.47		
17. Monthly sales tax (estimated)	\$ N/A		
18. Total monthly payment	\$ 931.47		

19. Early Termination: You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater the charge is likely to be.

20. Estimated Mileage Limit: You may be charged for excessive wear based on the number of miles you drive. The charge is \$1200.00 per year of the rate of \$0.20 per mile.

21. Purchase Option at End of Lease Term: You have an option to buy the vehicle at the end of the lease term for \$42414.35 plus optional fees and taxes.

22. Other Important Terms: See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, tax and other charges, and more.

11. ITEMIZATION OF GROSS CAPITALIZED COST		16. CHARGE FOR FINES: If a government imposes a fine related to the vehicle, you pay it. If you do not pay it promptly, we may pay it. Each time you pay a fine, you will pay us the amount of the fine plus \$15. If we have to pay a fine or have other action because you don't pay a fine promptly, you will also pay us \$15.	
a. Agreed upon value of the vehicle	\$ 58040.40	17. SCHEDULED LEASE END DATE: This lease is scheduled to end 06/12/2009. You are scheduled to return the vehicle on this date.	
b. Dealer administrative fees	\$ 645.00	18. LEASE END DAILY EXTENSION CHARGE: \$72.00 per day (plus tax) beginning on the eighth day after scheduled lease end date.	
c. Vehicle registration fees	\$ 137.05	19. REQUIRED VEHICLE INSURANCE INFORMATION: You affirm that liability and physical damage policies that meet our requirements (see the other side) are in force on the date of this lease as follows:	
d. Sales tax	\$ 134.85	Insurance company name: ST PAUL FIRE & MARINE	
e. Other fee (describe)	\$ N/A	Insurance agency name: ARTHUR J GALLAGHER RISK	
f. Optional service contract	\$ N/A	Agency address: 19721991-3700 DALLAS PKWY STE 300 DALLAS TX 75264	
g. Optional maintenance contract	\$ N/A	Agency phone no.: N/A	
h. Optional fire insurance	\$ N/A	Agent's name: J GALLAGHER	
i. Optional disability insurance	\$ N/A	Policy no: G008300162	
j. N/A	\$ N/A	Deductibles: Collision \$ 500.00 Comprehensive \$ 500.00	
<b>Total Gross Capitalized Cost</b>	<b>\$ 60957.30</b>	Insurance company (name): N/A	

12. THE VEHICLE YOU ARE TRADING		20. OPTIONAL LIFE AND DISABILITY INSURANCE: We do not require life or disability insurance. If you sign below, we will try to get the coverage checked for the lease term. We will include the premium in your lease monthly payment. Contact your broker when you sign this lease to discuss the coverage. This lease may include other items and other amounts due besides the base monthly payment.	
Year	Make	Model	Address
13. OFFICIAL FEES AND TAXES: You will pay all government license, title, registration, testing and inspection fees for the vehicle. You will pay all taxes on the lease of the vehicle and the government license on your purchase of the vehicle (see the other side). We may change your monthly payments if taxes change. We may bill you separately for optional fees and taxes.		21. WARRANTY AND EXCLUSION OF WARRANTY: You have no benefit of any warranty offered below.	
14. TOTAL ESTIMATED FEES AND TAXES YOU MUST PAY DURING LEASE		22. OPTIONAL SERVICE AND MAINTENANCE CONTRACTS	
\$ 192.85		Name: N/A Term: N/A months N/A miles	
15. MILEAGE: You are buying N/A extra miles at \$ N/A per mile. If the lease ends on or after the last scheduled payment is due, we will credit you with \$ N/A per mile for each unused extra mile. There will be no credit at the lease ends early, you buy the vehicle, or the vehicle is a total loss.		Name: N/A Term: N/A months N/A miles	
Total Allowed Mileage on the odometer at Lease End is 24000 miles		If you are buying a vehicle or maintenance contract now, you may pay for it at lease signing. If you do not, the price will be in the capitalized cost and you will pay that charge on the lease.	
Starting odometer mileage: 24000 miles			
Base mileage allowance: N/A miles			
Purchased extra miles: 20 miles			
Excess mileage charge: The excess mileage charge is \$20 per mile for each mile beyond the total allowed miles, plus tax. If the lease ends early and the vehicle is not a total loss, any excess mileage and wear charge will not be more than retail value minus the vehicle sale price. There is no excess mileage charge if you buy the vehicle.			

15. LATE CHARGE: If you do not receive a bill monthly payment within 10 days after it is due, you will pay a late charge of 5% of the amount of the payment that is due.

THIS IS THE ENTIRE AGREEMENT. This lease, including the front and back of this form, contains the entire agreement between you and us relating to the lease of the vehicle. Any change to the front or back of this lease must be in writing and signed by you and us. For all changes, see back.

LESSOR: **STEWART CADILLAC** CO-LESSEE: **X**

We may delay or refrain from enforcing any of our rights under this lease without losing them.

NOTICE TO LESSOR: I DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

YOU AGREE TO THE TERMS OF THIS LEASE. YOU CONFIRM THAT HOUSTON HAS REVIEWED THIS LEASE, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT.

YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT HOUSTON TX ON (DATE) (MONTH) (YEAR) (YEAR)

LESSOR: **STEWART CADILLAC** BY: \_\_\_\_\_ CO-LESSEE: **X**

LESSOR: **STEWART CADILLAC** SIGNATURE AND TITLE: \_\_\_\_\_

LESSOR: **STEWART CADILLAC** BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS INCLUDING A CONDITION OF TRANSFER OF YOUR INTEREST

071 MCH (REV. TX 4/2001) ORIGINAL - GMAC Lease Agreement #

PRESIDENT'S  
 BUSINESS OFFICE  
 07 JUN 20 PM 1:40