



TEXAS SOUTHERN UNIVERSITY  
3100 CLEBURNE AVENUE • HOUSTON, TEXAS 77004

OFFICE OF GENERAL COUNSEL  
310 Hannah Hall  
Phone (713)313-7950/Fax (713)313-1906

November 12, 2007

Kirk Michael Cooper  
University of North Texas  
Department of Journalism  
P.O. Box 311460  
Denton, Texas 76203-1460

Re: Open Records Request

Dear Mr. Cooper:

The Office of General Counsel received your Open Records Request dated October 16, 2007, requesting:

- Documents reflecting current salary, dollar amount of automobile and housing allowance, and value of any other perk for the chancellor of Texas Southern University, and the president and provost of each of the Texas Southern University component

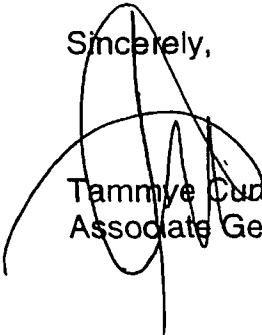
Answer: See attachment

- The most recent performance review of the Texas Southern University chancellor, president, and provost of each component institution.

Answer: See attachment

The final cost for processing your request is \$1.70 (See attached marked as Exhibit 1). Please make check or money order payable to Texas Southern University, Office of General Counsel.

Sincerely,



Tammye Curtis-Jones  
Associate General Counsel

# EXHIBIT 1

## Billing Form

Public Records Charges		
Description of Information	<u>Open Records Request</u>	Date <u>11/09/07</u>
Agency /Company	<u>Kirk Cooper</u>	Method of Payment
Address	_____	Cash _____
	_____	Cashiers Check _____
	_____	_____
Telephone Number	_____	
Standard-size Paper Copies	Number <u>17</u> .10 per Pg.	Total <u>\$1.70</u>
Nonstandard-size Copies		
___ Diskett	___ @\$1.00/ea.	_____
___ Magnetic Tape	___ @\$10.00/ea.	\$ _____
___ VHS Video Cassette	___ @\$2.50/ea.	_____
___ Audio Cassette	___ @\$1.00/ea.	\$ _____
___ Paper	___ @\$0.50/page	_____
___ CD	_____	_____
Personnel Charges	___ @\$15.00/hr.	_____
Overhead Charges		
(20% of Total Personnel Charges)	___ x\$.20	\$ _____
Computer Resource Charges:		
___ Mainframe	___ @\$10.00/min.	\$ _____
___ Midrange	___ @\$1.50/min.	\$ _____
___ Client/Server	___ @\$2.20/hr.	\$ _____
___ PC or LAN	___ @\$1.00/hr.	\$ _____
Programming Time	___ @\$26.00/hr.	\$ _____
Postage/Shipping Charges	___ (actual cost)	\$ _____
	<b><u>Total</u></b>	<b><u>\$1.70</u></b>

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, dated as of May 23, 2007, is by and between Texas Southern University ("University") and General J. Timothy Boddie, Jr. ("Interim President" or "Boddie").

### WITNESSETH:

WHEREAS, the University desires to employ Boddie and Boddie desires to accept employment as Interim President of the University in accordance with the terms and provisions hereof;

NOW THEREFORE, the University and the Interim President agree as follows:

#### I.

##### TERM

1. The University employs Boddie, and Boddie accepts employment, as Interim President of the University for a term commencing on May 23, 2007, and terminating, with or without cause, as set forth in Section V, "Termination of Employment Agreement", herein ("Term").

#### II.

##### EMPLOYMENT

2. Duties and Responsibilities of Interim President. During the Term of his employment with the University, Boddie shall devote his services full-time to the business of the University; and, he shall faithfully and diligently perform with integrity the duties and responsibilities of President and Chief Executive Officer of the University, as described in the University's Faculty Manual, and perform other duties and responsibilities as assigned to him from time to time by the Board.

#### III.

##### COMPENSATION

3.1 Salary. Boddie shall be paid a minimum base salary in the sum of Two Hundred Seventy-Five Thousand Dollars (\$275,000) annually or (\$22,916.67) monthly.

3.2 Withholding. The University may withhold from any salary or benefits payable under this Agreement all federal, state, city or other taxes that may be required, pursuant to any law or governmental regulation or ruling.

#### IV.

#### BUSINESS EXPENSES

4.1 University Business Expenses. Boddie shall be entitled to an annual expense allowance for travel, conferences, meetings, entertainment, and other contingencies not to exceed \$25,000 for a six (6) month period. The line items are in the following amounts:

<u>Item:</u>	<u>Amount</u>
Travel, conferences and meetings	\$12,500
Entertainment	\$ 7,500
Contingencies	\$ 5,000

Such business expenses may include from the "Entertainment" the cost of changing the name of the membership in an existing health and/or dining club. Expenses of the Interim President shall be reasonable, appropriately itemized and documented and are subject to approval by the Chairman of the Board on a periodic basis (contemplated to be monthly) after expenditures have been incurred and reimbursements received.

4.2 Automobile/Automobile Expense. The University will pay a monthly car allowance of \$1,200.00 to Boddie for his business and personal use. Said amount shall be used for any maintenance and operation necessary for the vehicle used for University business.

4.3 Housing. The University shall provide a monthly housing allowance of \$5,000 per month during the first three (3) months of the term of Boddie's Agreement, and \$4,000 per month for each month thereafter; such allowance shall be the sum total provided for living expenses, including furnishings, maid service, landscaping, maintenance and repairs, etc.

#### V.

#### TERMINATION OF EMPLOYMENT AGREEMENT

5.1 Disability. In the event Boddie becomes physically or mentally unable to perform his usual duties as Interim President for an aggregate of fifteen (15) days or more, the Board, at its option, may terminate this Agreement.

5.2 Death or Resignation. The Agreement shall terminate, and neither party shall have any obligation to the other (except for compensation earned and benefits vested, but unpaid as of the date of such death or resignation), upon the death or resignation of Boddie.

5.3 Termination for Cause. During the Term of this Agreement, and notwithstanding any other provisions herein, Boddie may be terminated for cause by the Board upon giving written notice of such termination and the reason or reasons for the termination. For purposes of this Agreement, "cause" shall mean (i) the failure of Boddie to perform his duties and obligations hereunder with ordinary care and diligence; or (ii) the commission by Boddie of any act involving moral turpitude, a criminal act, or other conduct that significantly discredits the University.

5.4 Termination Without Cause. During the Term of this Agreement, and notwithstanding any other provisions herein, Boddie may be terminated without cause by the Board, by giving Boddie a ten-day (10) written notice of such termination.

## VI.

### MISCELLANEOUS

6.1 Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail to his residence, in the case of Boddie, or to the office of Board Relations of the University (Attention: Chairman, Board of Regents) in the case of the University or specifically to:

J. Timothy Boddie, Jr.

Chairman, Board of Regents  
3100 Cleburne Avenue  
Hannah Hall, Room 109  
Houston, Texas 77004

6.2 Waiver of Breach. The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach.

6.3 Binding Effect. The respective rights and obligations of the University and Boddie under this Agreement shall inure to the benefit of and shall be binding upon the University, its successors and assigns, and Boddie.

6.4 Entire Agreement. This Agreement contains the agreement of the parties regarding the subject matter hereof, and may not be waived, changed, modified, extended or discharged orally, but only by an agreement in writing signed by both parties.

6.5 Applicable Law. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas.

6.6 Nonassignability. Neither this Agreement nor any right or interest hereunder shall be assignable by any party hereto.

6.7 Savings Clause. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.8 Alternative Dispute Resolution. The dispute resolution process provided for in Chapter 226O of the Government Code shall be used, as further described herein, by the University and the Boddie to attempt to resolve any claim for breach of Contract made by the Boddie. To initiate the process, Boddie shall submit written notice, as required by subchapter B, to the General Counsel, Office of General Counsel, 3100 Cleburne, Houston, Texas 77004. Said notice shall specifically state that the provisions of Chapter 226O, subchapter B, are being invoked.

J. TIMOTHY BODDIE, JR.

By: *Timothy Boddie Jr*

Date: 5/23/07

TEXAS SOUTHERN UNIVERSITY

By: *Glenn O. Lewis*

Glenn Lewis,

Chairman, Board of Regents

Date: 5/23/07