

**SECOND AMENDMENT TO 2013-2014 AGREEMENT BETWEEN  
UNIVERSITY OF TEXAS AND OPERATING TRUSTEES**

This Second Amendment to Agreement between University and Operating Trustees ("Amendment") is dated effective **September 1, 2015** ("Effective Date"), and is entered into by and between the Board of Regents of the University of Texas ("University"), an agency and institution of higher education organized under the laws of the State of Texas, and the Board of Operating Trustees of Texas Student Media ("Operating Trustees").

University and Operating Trustees entered into that certain Agreement between University and Operating Trustees dated effective September 1, 2013 (the "Agreement").

University and Operating Trustees now desire to amend the terms of the Agreement as more particularly set forth below:

1. The Agreement is amended to state that Texas Student Media no longer reports to the Office of the Vice President for Student Affairs. Instead Texas Student Media now reports to the Moody College of Communication.
2. To provide a mechanism for the Operating Trustees to request the University to employ additional leased employees from time to time, Section IV, 4.1 of the Agreement is amended as follows:

**IV. Leased Employees**

- 4.1 During the term of this Agreement, the Operating Trustees may from time to time request the University to employ professional Student Media staff ("Leased Employees") to work for the various student media the Operating Trustees control. Such Leased Employees assigned to perform services for the Trust will be employees of the University and not the Trust. During the term of this Agreement, the current Student Media Leased Employees of the University that are assigned to work for the Trust will remain employees of the University. The authorized Leased Employee Positions are listed on Attachment 2 to this Agreement. The Leased Employees shall receive the salary and benefits they are receiving or would have received if they were performing services directly for the University and the Operating Trustees shall cause the University to be reimbursed for all of the expenses it incurs in providing Leased Employees, including any wages, benefits, compensation, costs or attorney fees arising out of or relating to any administrative or legal proceeding initiated by either the University, the Leased Employee, or any state or federal agency arising out of or related to the services of the Leased Employee to the

Trust. The Leased Employees shall be assigned during the term of the Agreement by the University to perform the tasks assigned to them by the Board of Operating Trustees, but remain obligated to comply with the Board of *Regent's Rules and Regulations* and the University's *Handbook of Operating Procedures* as provided in the Amended and Restated Declaration of Trust of Texas Student Media Trust. The Trust shall be responsible for reporting and verifying all Leased Employees assigned work schedule, reporting time, meal and rest periods and ending time in the form stipulated by the University office of Payroll Services and as directed the assigned University Contract Administrator. The Operating Trustees may, however, request to discipline or to terminate the services of any Leased Employee for any reason that would also constitute good cause for discipline or termination of employment of a University employee under the provisions of the University's *Handbook of Operating Procedures*, provided that the actual decision to discipline or to terminate the employee will be made solely by the appropriate University official for good cause shown in accordance with the University's *Handbook of Operating Procedures*. Nothing herein shall be construed to limit the rights of any University employee to grieve the terms and conditions of employment or to appeal an adverse personnel decision as provided in the University's *Handbook of Operating Procedures*. It is expressly understood and agreed that in any case where the trust requests to discipline or to terminate the services of a Leased Employee, the trust will cooperate with, defend and indemnify the University in any administrative or legal proceeding of any kind initiated by either the University, the Leased Employee, or any state or Federal agency arising out of or related to the services of the Leased Employee to the Trust. The Operating Trustees have no intention of changing any University employees that were employed as Leased Employees on September 1, 2013 ("Incumbent Trust Staff") to Trust employees or to in any other way to reduce benefits or employment status of the Incumbent Trust staff so long as the individual's work performance remains satisfactory to Operating Trustees' management staff.

3. To Clarify the administrative support role of the University to receive and manage funds, acquire and dispose of assets, execute contracts with suppliers and vendors, and to pay contractors and employees for the benefit of and on behalf of the Trust in the capacity of a fiscal agent on behalf of the Trust, Section IV, 4.2 of the Agreement is amended as follows:

#### IV. Leased Employees

4.2 During the term of this Agreement all of the Operating Revenue shall be deposited in accounts designated by the University. Pursuant to 3.1 of the Amended and Restated Declaration of Trust, this Operation Revenue will be controlled by the Trustees. Acting in the capacity of fiscal agent on behalf the Trust, the University will provide administrative support to the Trust to receive and manage funds, acquire and dispose of assets, execute contracts with suppliers and vendors, and to pay contractors, employees and paid interns for the benefit of and on behalf of the Trust as directed by the Operating Trustees in compliance with applicable laws and University accounting procedures

4. To clarify the application of University grievance and appeal procedures to Student Leased Employees pursuant to Section 4.1(b)(2) of the Amended and Restated Declaration of Trust and as required by applicable law, Section V. 5.1, is amended as follows:

V. Student Employees and Operations

5.1 During the term of this Agreement, the Operating Trustees may from time to time request the University to employ the students ("Student Leased Employees") who work for the various student media the Operating Trustees control. Such Student Leased Employees assigned to perform services for the Trust will be employees of the University and not the Trust and the Operating Trustees will establish their duties and obligations. The Student Leased Employees shall receive the salary and benefits they would have received if they were performing services directly for the University and The Operating Trustees shall cause the University to be reimbursed for all of the expenses it incurs in providing the Student Leased Employees, including the payment of any wages, benefits, compensation, damages, costs or attorney fees arising out of or relating to any administrative or legal proceeding initiated by either the University, the Student Leased Employee, or any state or federal agency arising out of or related to the services of the Student Leased Employee to the Trust. The Leased Employees shall be assigned during the term of the Agreement by the University to perform the tasks assigned to them by the Board of Operating Trustees, but remain obligated to comply with the Board of *Regent's Rules and Regulations* and the University's *Handbook of Operating Procedures* as provided in the Amended and Restated Declaration of Trust of Texas Student Media Trust. The Operating Trustees will direct the University as to when, how and how much to pay such Students Employees. The Trust

shall be responsible for reporting and verifying all Leased Student Employees assigned work schedule, reporting time, meal and rest periods and ending time in the form stipulated by the University office of Payroll Services and as directed the assigned University Contract Administrator. The Operating Trustees may, however, request to discipline or to terminate the services of any Leased Student Employee for any reason that would also constitute good cause for discipline or termination of employment of a University employee under the provisions of the University's *Handbook of Operating Procedures*, provided that the actual decision to discipline or to terminate the employee will be made solely by the appropriate University official for good cause shown in accordance with the University's *Handbook of Operating Procedures*. Nothing herein shall be construed to limit the rights of any University employee to grieve the terms and conditions of employment or to appeal an adverse personnel decision as provided in the University's *Handbook of Operating Procedures*. It is expressly understood and agreed that in any case where the trust requests to discipline or to terminate the services of a Leased Student Employee, the trust will cooperate with, defend and indemnify the University in any administrative or legal proceeding of any kind initiated by either the University, the Leased Student Employee, or any state or Federal agency arising out of or related to the services of the Student Leased Employee to the Trust.

5. To clarify the authority of the Operating Trustees to establish paid and unpaid internships that benefit both TSM and students and provide stipends to paid student interns, a new Section V, 5.3, is added as follows:.

V. Student Employees and Operations

- 5.3 During the term of this Agreement, the Operating Trustees may from time to time appoint paid and unpaid Student Media Interns ("Student Media Interns") to assist in a broad range of duties for the Trust that provide students with experiences, knowledge, skills and tools in various fields of student media. Paid interns will be paid a "stipend" (defined as a periodic payment other than wages paid to a student in connection with educationally related activities undertaken by the student). A stipend is not compensation for services rendered. Student Media Interns must be students in good standing and must obey all applicable University, state and federal laws, rules and regulations. Student Media Interns report to the Operating Trustees. Under no circumstances shall a Student Media Intern be deemed an employee of the University. The Operating Trustees establish the amount of such paid stipends and will direct the University as to when, how and how much to pay such Student Media Interns.

- 6. Attachment 2, Leased Employees 2014-2015, attached to the Agreement is hereby deleted.
- 7. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
- 8. This Amendment embodies the entire agreement between University and Operating Trustees with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
- 9. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect
- 10. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, University and Operating Trustees have executed and delivered this Amendment effective as of the Effective Date.

THE UNIVERSITY OF TEXAS AT AUSTIN BOARD OF OPERATING TRUSTEE OF TEXAS

DocuSigned by:  
*Linda Shaunessy*  
By: \_\_\_\_\_  
D9E4716847F042B...

Name: Linda Shaunessy  
Title: Business Contracts Administrator  
Date: 2015-08-19 | 13:56:05 CT

DocuSigned by: STUDENT MEDIA  
*Heidi Torprac*  
By: \_\_\_\_\_  
C4D9AE30580345E...

Name: Heidi Torprac  
Title: Interim President  
Date: 2015-08-27 | 21:28:14 CT

UTAUS CN: 22827  
Amendment to CN: 17726

MOODY COLLEGE OF COMMUNICATION

DocuSigned by:  
By: Jay Bernhardt  
C6B0792651804E1...

Name: Dr. Jay Bernhardt

Title: Interim Dean

Date: 2015-08-22 | 13:23:23 CT

ATTACHMENT 2

AUTHORIZED LEASED EMPLOYEE POSITIONS FOR 2015-2016

Director

Business and Operations Manager

Advertising Manager

Media Advisor

Broadcast Advisor

Account Executive

Account Executive

Account Executive

Account Executive

Program Coordinator/Product Manager

Senior Graphic Artist

Senior Media Support Tech

Administrative Associate

Advertising Assistant

\*Employees may change throughout service agreement.