

## TRANSITION AGREEMENT

This Transition Agreement (the "Agreement") is made in Lubbock, Lubbock County, Texas and is entered into by and between the Board of Regents (the "Board") of the Texas Tech University System (the "System") and Kent R. Hance ("Hance") (together, the "Parties") and shall be effective the 1<sup>st</sup> day of January, 2014.

### RECITALS

Whereas, Hance has served with distinction as Chancellor of the Texas Tech University System since the 1<sup>st</sup> day of December 2006 pursuant to an Agreement dated November 13, 2006;

Whereas, on December 16, 2010, the Board approved an extension of the term of employment until December 31, 2013 (the "Existing Term");

Whereas, the existing employment agreement terminates and is of no further effect as of December 31, 2013;

Whereas, Hance wishes to retire as Chancellor;

Whereas, Hance is currently a tenured professor at Texas Tech University;

Whereas, the Board has requested that Hance continue to perform the duties of Chancellor, and thereafter assist the new Chancellor during the transition under the terms set forth below;

Therefore, the Parties enter into this Transition Agreement effective January 1, 2014 under the terms and conditions stated below.

#### AGREEMENT

Now, for and in consideration of the mutual benefits and consideration expressed herein, the Parties agree as follows:

1. After December 31, 2013, Hance will serve as Chancellor and will continue to perform the duties of Chancellor at his present salary and emoluments until such date as a new Chancellor has been appointed and takes office (the "Interim Period"). Hance will continue to be accountable to the Board of Regents of the Texas Tech University System as chief executive officer of the System pursuant

to Texas Education Code Section 109.23. At such date as Hance's service as Chancellor ends, he shall assume the title "Chancellor Emeritus."

2. Upon conclusion of the Interim Period, Hance will thereafter be employed for a term of three years (the "Transitional Term"), during which time he shall perform duties to assist the Chancellor of the System (the "Transitional Duties"), as well as perform duties as a tenured faculty member (the "Faculty Duties") as set forth below. With respect to his Transitional Duties, Hance will serve at the pleasure of, and report to the Chancellor and no longer to the Board. In regards to his Faculty Duties, Hance will report to the President of Texas Tech University (the "President"), or his/her designee.

During the Three Year Transitional Term, the following provisions shall apply:

- a. Transitional Duties: Hance will assist in governmental relations, fundraising, and other duties as requested by the Chancellor.
- b. Faculty Duties: Hance will continue to teach his professional and personal leadership seminar course, currently known as Interdisciplinary Studies

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each long semester during the Term.

- c. Hance shall be paid \$240,000 annually (the "Salary"), which salary will be paid from System Administration designated funds and not from appropriated funds.
- d. Hance will continue to receive all insurance and health benefits that he received as Chancellor of the Texas Tech University System. All other benefits afforded to Hance by virtue of the position of Chancellor shall cease at the conclusion of the Interim Period.
- e. Hance will be provided an office as deemed appropriate by the Board.
- f. Hance will be provided an executive assistant, who shall not be employed for a fixed term.
- g. Hance will be provided at least one student intern.

- h. All travel on behalf of the Texas Tech University System must be approved in advance by the Chancellor or his designee, and be paid by the System.
- i. Hance will move from the TTU System Chancellor's residence upon such date as the new Chancellor is appointed and takes office.
- j. Hance will be reimbursed for all reasonable moving expenses in accordance with System policy.

Should the Chancellor choose to terminate Hance's Transitional Duties prior to the end of the Term, Hance will continue to receive his Salary until the end of the Transitional Term, paid in monthly installments, and will continue his Faculty Duties. If Hance continues his Faculty Duties beyond the Transitional Term, he will be paid a salary equivalent to other persons with similar qualifications performing similar duties. If Hance terminates this Agreement prior to the end of the Transitional Term, all obligations of the Parties shall cease immediately.

  
KENT HANCE  
CHANCELLOR  
TEXAS TECH UNIVERSITY SYSTEM

  
MICKEY L. LONG  
CHAIRMAN, BOARD OF REGENTS  
TEXAS TECH UNIVERSITY SYSTEM