

MATERIAL SUPPORTING THE AGENDA

Volume XXIVa

September 1976 - February 1977

This volume contains the Material Supporting the Agenda furnished to each member of the Board of Regents prior to the meetings held on October 1, 1976; December 10, 1976 and February 11, 1977.

The material is divided according to the Standing Committees and the meetings that were held and is submitted on three different colors, namely:

White paper - for the documentation of all items that were presented before the deadline date.

Blue paper - all items submitted to the Executive Session of the Committee of the Whole and distributed only to the Regents, Chancellor and Deputy Chancellor.

Yellow paper - Emergency items distributed at the meeting.

Material distributed at the meeting as additional documentation is not included in the bound volume, because sometimes there is an unusual amount and other times some people get copies and some do not get copies. If the Secretary was furnished a copy, then that material goes into the appropriate subject file.



BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Material Supporting

Agenda

Meeting Date: December 10, 1976

Meeting No.: 743

Name: Official Copy

INTRODUCTION OF STUDENT REPRESENTATIVES AND GUESTS.--Chairman Shivers welcomed the student representatives after they were presented by their respective chief administrative officers. The students introduced were:

U. T. Arlington - President Nedderman presented:

✓ Penny Willrich, President of Student Congress
Wanda Harris, Assistant to the President of Student Congress

U. T. Austin - President Rogers presented:

Ford Fessenden, Assistant to the Editor, The Daily Texan
Ron Hutcheson, Reporter, The Daily Texan
Glenn Karisch, Reporter, The Daily Texan

U. T. Dallas - President Jordan presented:

Stewart Swift "Sparky" Sparks III, President of
Student Government
Rick Littrell, Vice President of Student Government

U. T. Permian Basin - President Cardozier presented:

James A. Hanson, President of Student Senate

Galveston Medical Branch - President Levin presented:

~~Ann Hooper Eagan~~, former President of Student Government
Mike Lisenby, President of Student Government

Houston Health Science Center - President Berry presented the members of the Student Advisory Committee:

Mike Crist - Houston Dental School
Lance Kirkegaard - Houston Medical School
Lynn Schmidt - Houston Nursing School
Cynthia Halbert - Houston Allied Health Sciences School
Sheri Tatar - Public Health School
Mike Stern - Houston Graduate School of Biomedical Sciences
Eileen Kelly - Speech and Hearing Institute

Others introduced were Dr. James Landry, Assistant to President Berry, and the following guests of Regent Sterling:

Admiral Chester Higbee Taylor, Jr., of Houston, a member of the McDonald Observatory Advisory Council

Mr. James U. Teague, of Houston, Chairman of the Board of Governors of Rice University

Mr. Roy Vaughan, Executive Director of the Ex-Students' Association at The University of Texas at Austin, came into the meeting later and was recognized.

LIST OF A/E VISITORS TO DECEMBER 10, 1976 BOR MEETING

UT ARLINGTON

Life Science Remodeling - Albert Komatsu
David McCord

UT EL PASO

Cotton Memorial Building - Jon Davis

DALLAS HEALTH SCIENCE CENTER

Student Union Expansion - Pat Spillman

UT MEDICAL BRANCH

Ambulatory Care Center - Acree Carlisle
Louis Page
Ken Nuhn

Ambulatory Care Center Parking Facility - Louis Oliver

Auditorium/Learning Center - Kenneth Bentsen

SAN ANTONIO HEALTH SCIENCE CENTER

Phase IV - Pat Chumney
M. R. Penalver



BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

BETTY ANNE THEDFORD, SECRETARY
BOX N
AUSTIN, TEXAS 78712

December 2, 1976

MAIN BUILDING 212
U. T. AUSTIN CAMPUS

TO MEMBERS OF THE BOARD OF REGENTS

Chairman Allan Shivers
Vice Chairman Dan C. Williams
Regent James E. Bauerle
Regent Edward Clark
Regent (Mrs.) Lyndon B. Johnson
Regent Thos. H. Law
Regent A. G. McNeese, Jr.
Regent Joe T. Nelson
Regent Walter G. Sterling

Dear Mrs. Johnson and Gentlemen:

Enclosed are the following that relate to the Regents' meeting on December 10:

1. MSA (Material Supporting the Agenda)--bound volume.
2. List of items added since the original Agenda (yellow sheet).
3. Report on Permanent University Fund Investments referred to as Item No. 4 on Page L & I - 3e.

Previously you have received the following:

1. Deputy Chancellor's Docket No. 9. (Referred to as Item No. 1 on Page A&D - 1a.)
2. Report of Special Committee to Study U. T. System. (Referred to as Item G on Page B of R - 2.)

Copies of all the above listed material will be available at the meeting for your use.

A group picture will be taken of the Regents at 8:50 a. m. in the Regents' Room 209. This is in response to a request from the officials of the Cactus (U. T. Austin yearbook).

Sincerely yours,

Betty Anne Thedford

T/bn

Enclosures

Miss Thedford



BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

BETTY ANNE THEDFORD, SECRETARY
BOX N
AUSTIN, TEXAS 78712

December 2, 1976

MAIN BUILDING 212
U. T. AUSTIN CAMPUS

TO MEMBERS OF THE BOARD OF REGENTS

Chairman Allan Shivers
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Regent (Mrs.) Lyndon B. Johnson
Regent Thos. H. Law
Regent A. G. McNeese, Jr.
Regent Joe T. Nelson
Regent Walter G. Sterling

Dear Mrs. Johnson and Gentlemen:

I am enclosing as a separate item the documentation for the establishment of the Bryant Smith Chair in Law at The University of Texas at Austin which is listed in the bound volume as Item No. 8 on Page C of W - 10.

It is no fault of System Administration that this item is not in the bound volume. The documents on which it is based were not available until the last moment.

Sincerely yours,

Betty Anne Thedford

T/bn

Enclosure

Attending Meeting 12/10/76 per telephone conversation with Miss Thedford

Keri Guten - Features Editor of The Daily Texan

The University of Texas at Arlington
Arlington, Texas 76019

Office of the President

December 6, 1976

Miss Betty Anne Thedford
Secretary
The University of Texas System
Board of Regents
Box N, University Station
Austin, Texas 78712

Dear Miss Thedford:

The following students will be attending the Board of Regents' meeting in Austin on December 10, 1976:

Frank Sherrod, Editor, Student Publications

Penny Willrich, President, Student Congress

Debbie Allen, Vice-President, Student Congress

Very truly yours,



Katherine Pirkle
Administrative Assistant

/kp

Will be attending meeting per telephone conversation between Joy
Joy and Miss Thedford 12/8/76.

U. T. EL PASO

Dr. Carl Hall, Chairman of the Faculty Council

Mr. Jeff Barton, Editor of the Prospector



THE UNIVERSITY OF TEXAS MEDICAL BRANCH
GALVESTON, TEXAS 77550

OFFICE OF THE PRESIDENT
PHONE: (713) 765-1902

December 3, 1976

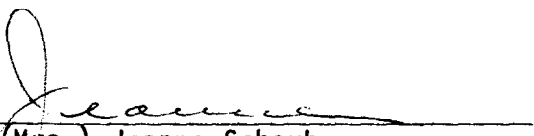
MEMORANDUM

TO: Miss Betty Anne Thedford

FROM: (Mrs.) Jeanne Schaub

In addition to Mr. Duke McHugh, Miss Lucy Love, Secretary of the Student Government Association, will also be attending the December 10, 1976 meeting of the Board of Regents.

Kind regards.


(Mrs.) Jeanne Schaub
Executive Assistant to the President

JS:d1

STUDENTS AND GUESTS

December 10, 1976

Galveston Medical Branch

Duke McHugh, Chairman of the Senate of the Student Government
Association

Miss

Lucy Love

Secretary V V 2 91

~~Ms. Ann Henderson~~, Vice President of the Student Government
Association

Houston Health Science Center

Dr. Edward J. McLaughlin, Vice President for Operations and
Planning

BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

CALENDAR

Place: Main Building, Suite 212
 U. T. Austin
 Austin, Texas

Friday, December 10, 1976. --The order of the meeting is set out below:

8:50 a. m.	Group Picture of Regents for <u>Cactus</u> - Regents' Room 209
9:00 a. m.	Meeting of the Board
	Committee Meetings
	System Administration Committee
	Academic and Developmental Affairs Committee
	Buildings and Grounds Committee
	Medical Affairs Committee
	Land and Investment Committee
	Committee of the Whole
	Open Session
	Executive Session
	Meeting of the Board

Lunch for Regents, Chancellor and Deputy Chancellor - Room 209

Telephone Numbers

Offices:

Board of Regents	471-1377
Chancellor LeMaistre	471-1434
Deputy Chancellor Walker	471-1743

Hotels:

Sheraton-Crest	478-9611
Driskill Hotel	474-5911
Austin Hilton Inn	451-5757

Airlines:

Braniff International	476-4631
Continental	477-6716
Texas International	477-6441

**Meeting of
the Board**

AGENDA FOR MEETING
of
BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

Date: December 10, 1976
Time: 9:00 a.m.
Place: Main Building, Suite 212
U. T. Austin
Austin, Texas

- A. CALL TO ORDER
- B. APPROVAL OF MINUTES OF REGENTS' MEETING HELD
OCTOBER 1, 1976
- C. RECESS FOR MEETINGS OF COMMITTEES
 - 1. System Administration Committee - Committee
Chairman Williams
 - 2. Academic and Developmental Affairs Committee -
Committee Chairman (Mrs.) Johnson
 - 3. Buildings and Grounds Committee - Committee
Chairman Bauerle
 - 4. Medical Affairs Committee - Committee Chairman
Nelson
 - 5. Land and Investment Committee - Committee
Chairman Clark
 - 6. Committee of the Whole - Chairman Shivers
 - a. Open Session
 - b. Executive Session. --The Board of Regents will
resolve into Executive Session of the Committee
of the Whole pursuant to V. T. C. S., Article
6252-17, Sections 2 (e), (f) and (g) to discuss:
 - (1) Pending or Contemplated Litigation
 - (2) Land Acquisition
 - (3) Personnel Matters

**System Administration
Committee**

SYSTEM ADMINISTRATION COMMITTEE
Committee Chairman Williams, Presiding

Date: December 10, 1976

Time: Following the 9:00 a. m. Session of the Board of Regents

Place: Main Building, Suite 212
U. T. Austin
Austin, Texas

	<u>Page</u> <u>SAC</u>
1. U. T. Arlington, U. T. Austin, U. T. San Antonio, Dallas Health Science Center (Dallas Southwestern Medical School), Galveston Medical Branch and its Galveston Medical School, Houston Health Science Center and its Houston Medical School, Houston Dental Branch and Houston Nursing School, San Antonio Health Science Center (San Antonio Medical School), University Cancer Center and its M. D. Anderson: Proposed Amendments to 1975-1976 and 1976-1977 Budgets (1-B-77 and 2-B-77)	2
2. U. T. Arlington: Request for Prior Approval of Patent Provisions in Agreement with Electric Power Research Institute, Inc. (Compliance with Regents' <u>Rules and Regulations</u> , Part Two, Chapter V, Section 2.4) (4-CW-77)	30
3. U. T. Austin: Request to Establish Border Research Program (2-CW-77)	30
4. U. T. Austin (Marine Science Institute): Request to Name Geophysics Laboratory at Galveston (Waiver of Regents' <u>Rules and Regulations</u> , Part One, Chapter VIII, Section 1) (3-CW-77)	30
5. U. T. Dallas: Establishment of Advisory Council for Arts and Humanities and Proposed Nominees Thereto (5-CW-77)	31
6. U. T. Permian Basin: Proposed Bylaws and Nominees for The University of Texas of the Permian Basin Development Board (1-CW-77)	31
7. Galveston Medical Branch (Galveston Allied Health Sciences School): Proposed Affiliation Agreement with Texas Research Institute of Mental Sciences, Houston, Texas (1-M-77)	34

Submitted for formal approval are the following recommendations of System Administration:

1. U. T. Arlington, U. T. Austin, U. T. San Antonio, Dallas Health Science Center (Dallas Southwestern Medical School), Galveston Medical Branch and its Galveston Medical School, Houston Health Science Center and its Houston Medical School, Houston Dental Branch and Houston Nursing School, San Antonio Health Science Center (San Antonio Medical School), University Cancer Center and its M. D. Anderson: Proposed Amendments to 1975-1976 and 1976-1977 Budgets (1-B-77 and 2-B-77). --Upon recommendation of the appropriate chief administrative officer, concurred in by System Administration, it is requested that amendments to the Annual Budgets indicated (1975-1976 and 1976-1977) for the following institutions be approved: The University of Texas at Arlington, The University of Texas at Austin, The University of Texas at San Antonio, The University of Texas Health Science Center at Dallas (Dallas Southwestern Medical School), The University of Texas Medical Branch at Galveston and its Galveston Medical School, The University of Texas Health Science Center at Houston and its Houston Medical School, Houston Dental Branch and Houston Nursing School, The University of Texas Health Science Center at San Antonio (San Antonio Medical School) and The University of Texas System Cancer Center and its M. D. Anderson. See Pages SAC 3-29 .

THE UNIVERSITY OF TEXAS AT ARLINGTON
 AMENDMENTS TO THE 1976-77 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1.	Warren Poole Student Health Center	Physician	Physician	
	Salary Rate	\$ 30,744 (1975-76)	\$ 32,840	9/1/76
	1976-77 Budget	\$ 32,700		
2.	Auxiliary Enterprises - Student Activities - Counseling, Testing, Career Placement			
	Transfer of Funds	From: Student Services Fees Unappropriated Balance	To: Student Activities - Counseling, Testing, Career Placement - Administrative and Professional Salaries \$ 20,000 Maintenance and Opera- tion 4,762 Travel 1,500 <u>\$ 26,262</u>	
	Amount of Transfer	\$ 26,262		---
3.	Auxiliary Enterprises - Student Activities Office			
	Transfer of Funds	From: Student Services Fees Unappropriated Balance	To: Student Activities Office - Classified Salaries \$ 6,580 Maintenance and Opera- tion 571 <u>\$ 7,151</u>	
	Amount of Transfer	\$ 7,151		---

THE UNIVERSITY OF TEXAS AT ARLINGTON
 AMENDMENTS TO THE 1976-77 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
4.	Auxiliary Enterprises - Student Activities - General Transfer of Funds Amount of Transfer	From: Student Services Fees Unappropriated Balance \$ 3,587	To: Student Activities - General Maintenance and Operation \$ 3,587	---
5.	C. L. Beros (Non-tenure) Political Science Academic Rate Source of Funds: Unallocated Faculty Salaries	Visiting Professor \$ 13,500 (1975-76)	Visiting Professor \$ 16,000	9-1-76
6.	Nathan E. Brener (Non-tenure) Physics Academic Rate	Visiting Assistant Professor \$ 11,000	Visiting Assistant Professor \$ 13,500	9-1-76
7.	Mary C. Shannon (Non-tenure) Social Work Academic Rate Source of Funds: Unallocated Faculty Salaries	Assistant Professor \$ 15,300	Assistant Professor \$ 17,550	10-1-76

SAC - 4

THE UNIVERSITY OF TEXAS AT ARLINGTON
 AMENDMENTS TO THE 1976-77 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
8.	Auxiliary Enterprises - Tennis Center			
	Transfer of Funds	From: Tennis Center Unappropriated Balance via Estimated Income	To: Tennis Center Operating Budget Salaries \$ 2,728 Wages 2,500 Other Operating Expenses 1,800 Unallocated 5,248	
	Amount of Transfer	\$ 12,276	<u>\$ 12,276</u>	---

THE UNIVERSITY OF TEXAS AT AUSTIN
 AMENDMENTS TO THE 1975-76 AND 1976-77 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1975-76 BUDGET</u>				
48.	Auxiliary Enterprises - Intercollegiate Athletics for Men			
	Transfer of Funds	From: Intercollegiate Athletics for Men Unappropriated Balance	To: Intercollegiate Athletics for Men - Other Operating Expenses	
	Amount of Transfer	\$ 29,150	\$ 29,150	---
<u>1976-77 BUDGET</u>				
1.	Peggy A. Kruger Office of Vice President for Administrative Services	Equal Employment Opportunity Officer	Equal Employment Opportunity Officer	
	Salary Rate	\$ 17,600 (1975-76)	\$ 20,000	9/1/76
	1976-77 Budget	\$ 18,800		
	Source of Funds: Unallocated Salaries			
<p>In recognition of her performance as Equal Employment Opportunity Officer. She effectively handles questions on women and minorities on U. T. Austin's campus. In addition, she is continually involved as liaison person with HEW and OEO and has proved herself very ably in dealing with these Federal agencies.</p>				
2.	Nester A. Lugones (Non-tenure) Spanish and Portuguese	Instructor	Instructor	
	Academic Rate	\$ 10,000 (1975-76)	\$ 12,000	9/1/76
3.	Niles M. Hansen (Tenure) Economics	Professor	Professor	
	Academic Rate	(\$29,886) (1975-76 LWOP)	(\$32,000)	9/1/76
	1976-77 Budget (LWOP)	(\$29,886)		

SAC - 6

THE UNIVERSITY OF TEXAS AT AUSTIN
 AMENDMENTS TO THE 1975-76 AND 1976-77 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1976-77 BUDGET (Continued)</u>				
4.	Vincent J. Geraci (Non-tenure) Economics	Assistant Professor	Assistant Professor	
	Academic Rate	\$ 16,905 (1975-76)	\$ 19,000	9/1/76
	1976-77 Budget	\$ 17,900		
	Source of Funds: Dean's Reserve			
5.	Peter J. Shelus Astronomy	Research Scientist Associate V	Research Scientist Associate V	
	Salary Rate	\$ 19,440 (1975-76)	\$ 21,492	9/1/76
	Source of Funds: NASA Grant			
6.	Oscar G. Mink Educational Administration	Social Science Research Associate (Faculty)	Social Science Research Associate (Faculty)	
	Salary Rate	\$ 29,040 (1975-76)	\$ 31,044	9/1-12/31
	Source of Funds: HEW Grant			
7.	Lucia A. Gilbert (Non-tenure) Educational Psychology	Assistant Professor	Assistant Professor	
	Academic Rate	\$ 12,000 (1975-76)	\$ 14,500	9/1/76
8.	Claire E. Weinstein (Non-tenure) Educational Psychology	Assistant Professor	Assistant Professor	
	Academic Rate	\$ 12,000 (1975-76)	\$ 15,000	9/1/76

SAC - 7

THE UNIVERSITY OF TEXAS AT AUSTIN
 AMENDMENTS TO THE 1975-76 AND 1976-77 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1976-77 BUDGET</u> (Continued)				
9.	Ann H. Bowden (Non-tenure) Graduate School of Library Science	Lecturer	Lecturer	
	Academic Rate	\$ 13,890 (1975-76)	\$ 16,000	9/1-1/15
10.	David F. Brower Fusion Research Center	Assistant Director - Engineering and Technology	Assistant Director - Engineering and Technology	
	Salary Rate	\$ 43,384 (1975-76)	\$ 46,334	9/1-9/30
	Source of Funds: ERDA Contract			
11.	David W. Ross Fusion Research Center	Assistant Director - Theoretical Programs	Assistant Director - Theoretical Programs	
	Salary Rate	\$ 32,801 (1975-76)	\$ 35,031	9/1-9/30
	Source of Funds: ERDA Contract			
12.	Clif W. Drummond Fusion Research Center	Research Coordinator	Research Coordinator	
	Salary Rate	\$ 28,840 (1975-76)	\$ 32,000	9/1-1/16
	1976-77 Budget	\$ 30,000		
	Source of Funds: TAERF Grant			
13.	Alan A. Ware Fusion Research Center	Research Scientist	Research Scientist	
	Salary Rate	\$ 40,716 (1975-76)	\$ 43,485	9/1-9/30
	Source of Funds: ERDA Contract			

SAC - 8

THE UNIVERSITY OF TEXAS AT AUSTIN
 AMENDMENTS TO THE 1975-76 AND 1976-77 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1976-77 BUDGET (Continued)</u>				
14.	Paul Wildi Fusion Research Center Salary Rate	Research Engineer \$ 36,600 (1975-76)	Research Engineer \$ 39,089	9/1-9/30
	Source of Funds: ERDA Contract			
15.	William F. Weldon Electrical Engineering Research Laboratory - Energy Storage Group Salary Rate	Research Engineer Associate V \$ 22,224	Research Engineer Associate V \$ 24,564	9/1/76
	Source of Funds: Government Contract Payroll Clearing Account			
16.	Jeffrey D. Britton Student Health Center Salary Rate	Physician, General Medicine \$ 20,000	Physician, General Medicine \$ 24,000	9/1/76
17.	Gerard H. Behague (Tenure) Music Academic Rate 1976-77 Budget	Professor \$ 23,966 (1975-76) \$ 25,366	Professor \$ 26,000	9/1/76
18.	Rodney W. Jones (Non-tenure) Government Academic Rate	Assistant Professor \$ 13,500 (1975-76)	Assistant Professor (1976-77 Only) \$ 18,000	9/1/76

SAC - 9

THE UNIVERSITY OF TEXAS AT AUSTIN
 AMENDMENTS TO THE 1975-76 AND 1976-77 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1976-77 BUDGET</u> (Continued)				
19.	Michael P. Thomas, Jr. (Tenure) Educational Administration	Professor	Professor	
	Academic Rate	\$ 25,266 (1975-76)	\$ 27,500	9/1/76
	1976-77 Budget	\$ 25,266		
	Source of Funds: Unallocated Salaries			
20.	Joseph F. Malina, Jr. (Tenure) Civil Engineering	Professor	Professor	
	Academic Rate	\$ 24,966 (1975-76)	\$ 27,016	9/1/76
	1976-77 Budget	\$ 24,966		
	Source of Funds: Unallocated Salaries			
21.	William P. Allison (Non-tenure) School of Law	Case Supervisor	Case Supervisor	
	Salary Rate	\$ 13,332 (1975-76)	\$ 15,791	9/1-5/31 (31%T) 6/1-8/31 (100%T)
		Instructor	Instructor	
	Academic Rate	\$ 10,000 (1975-76)	\$ 11,843	9/1-5/31 (69%T)
	Source of Funds: Ford Foundation Grant and Departmental Salaries			

SAC - 10

THE UNIVERSITY OF TEXAS AT AUSTIN
 AMENDMENTS TO THE 1975-76 AND 1976-77 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1976-77 BUDGET (Continued)</u>				
22.	Rare Plant Study Center Transfer of Funds	From: Available University Fund Unappropriated Balance (Allocation for Operation and Capital Improvements)	To: Rare Plant Study Center - Administrative and Professional Salaries \$ 12,000 Wages 6,000 Maintenance, Operation, and Equipment 3,500 Travel 3,500	
	Amount of Transfer	\$ 25,000	\$ 25,000	---
23.	School of Nursing Transfer of Funds	From: Available University Fund Unappropriated Balance (Allocation for Operation and Capital Improvements)	To: School of Nursing: Center for Health Care Research and Evaluation- Classified Personnel \$ 28,032 Maintenance, Operation, and Equipment 5,000 Travel 1,000 Sub-total \$ 34,032 Continuing Education Program- Classified Personnel \$ 44,148 Maintenance, Operation, and Equipment 10,000 Travel 3,000 Sub-total \$ 57,148	
	Amount of Transfer	\$ 91,180	Total \$ 91,180	---

SAC - 11

THE UNIVERSITY OF TEXAS AT AUSTIN
 AMENDMENTS TO THE 1975-76 AND 1976-77 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
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1976-77 BUDGET (Continued)

As a result of the redistribution of The University of Texas System School of Nursing, Dean Billye Brown has requested that The University of Texas at Austin provide continuing support for the Center for Health Care Research and Evaluation and the expansion of the School of Nursing Continuing Education Program. In addition the Austin campus will now be hosting the National Conference on Continuing Education in October, 1976.

I, therefore, recommend that \$34,032 be allocated for the Center for Health Care Research and Evaluation and \$57,148 be allocated for the School of Nursing - Continuing Education Program.

Center for Health Care Research and Evaluation

Classified Personnel	\$ 28,032
Maintenance, Operation, and Equipment	5,000
Travel	<u>1,000</u>
Total	<u>\$ 34,032</u>

School of Nursing - Continuing Education Program

Classified Personnel	\$ 44,148
Maintenance, Operation, and Equipment	10,000
Travel	<u>3,000</u>
Total	<u>\$ 57,148</u>

SAC - 12

24.	Library Transfer of Funds	From: Available University Fund Unappropriated Balance (Allocation for Operation and Capital Improvements)	To: Library - Administrative and Professional Salaries Wages Maintenance, Operation, and Equipment	\$ 75,300 352,400 <u>34,300</u>	
	Amount of Transfer	\$ 462,100	Total	<u>\$ 462,000</u>	---

Since 1972, three special appropriations for processing of library materials have been used by the General Libraries for special cataloging projects. During 1974-75 and 1975-76, all of each special appropriation along with substantial funding from the General Libraries' regular budget has been spent on the processing of Humanities Research Center materials. Funds for 1975-76 have resulted in the reduction of the backlog by 103,305 volumes.

THE UNIVERSITY OF TEXAS AT AUSTIN
 AMENDMENTS TO THE 1975-76 AND 1976-77 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1976-77 BUDGET (Continued)</u>				
It is my recommendation that a special appropriation of \$462,000 be made to allow us to continue the cataloging effort of approximately 100,000 volumes per year. With this appropriation it will be possible to continue to rapidly decrease the backlog. In addition, continuity in employment enables us to retain an experienced and skilled cataloging work force. It is my intent to make these materials available as early as possible to the University and world scholars who will use them.				
Budget for 1976-77:				
	Administrative and Professional Salaries		\$ 75,300	
	Wages		352,400	
	Maintenance, Operation, and Equipment		<u>34,300</u>	
	Total		<u>\$ 462,000</u>	
25.	Larry A. Bugen (Non-tenure) Health, Physical Education, and Recreation Academic Rate	Assistant Professor \$ 12,500 (1975-76)	Assistant Professor \$ 15,500	9-1-76
26.	Gene E. Hall Research and Development Center for Teacher Education Salary Rate	Project Director (Faculty) \$ 25,564 (1975-76)	Project Director (Faculty) \$ 28,171	9/1 - 9/30
	Source of Funds: National Institute of Education Grant			

SAC - 13

THE UNIVERSITY OF TEXAS AT SAN ANTONIO
 AMENDMENTS TO THE 1976-77 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
		<u>1975-76 Academic Rate</u>	<u>1976-77 Academic Rate</u>	<u>Fall Semester</u>
	<u>Part-time Lecturers (Non-tenure)</u>			
	College of Business: Division of Accounting			
1.	William P. Kearns	\$ 8,478	\$ 11,304	9/1/76
	Division of Economics and Finance			
2.	Richard Zock	\$ 8,700	\$ 11,600	9/1/76
3.	Robert D. Dallin	6,000	8,000	9/1/76
4.	Jon M. Knight	7,200	10,400	9/1/76
	College of Multidisciplinary Studies: Division of Environmental Studies			
5.	Jose N. Uranga, Jr.	\$ 9,000	\$ 12,800	9/1/76
6.	Robert O. Clark	10,200	13,600	9/1/76
7.	Robert R. Ashcroft	8,400	12,000	9/1/76
8.	C. Thomas Koch	9,000	12,800	9/1/76
9.	Adolph Eisenmenger	9,000	12,800	9/1/76
10.	Gary L. Turnock	7,800	11,200	9/1/76

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS
 AMENDMENTS TO THE 1976-77 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		1975-76	Budget	Total	1976-77	Budget	Total	
		Salary Rate	Augmentation	Compensation	Salary Rate	Augmentation	Compensation	
<u>Dallas Southwestern Medical School</u>								
1.	Charles R. Hackenbrock (Tenure) Cell Biology Professor 1976-77 Original Budget	\$ 42,287	---	\$ 42,287	\$ 46,500 \$ 43,500	---	\$ 46,500 \$ 43,500	9/1/76
	Source of Funds: Unallocated Faculty Salaries and NSF Grant							
2.	Richard M. Adams (Non-tenure) Pediatrics Assistant Professor 1976-77 Original Budget	\$ 30,309	---	\$ 30,309	\$ 34,677 \$ 31,676	---	\$ 34,677 \$ 31,676	9/1/76
	Source of Funds: Dallas Independent School District							
3.	Michele DiGiacomo Pediatrics Psychological Associate I Source of Funds: NIH Grant	\$ 12,168	---	\$ 12,168	\$ 14,376	---	\$ 14,376	9/1/76
4.	Guido Currarino (Tenure) Radiology Professor 1976-77 Original Budget Source of Funds: MSRDP	\$ 37,125	---	\$ 37,125	\$ 38,700 \$ 38,700	\$ 16,700 ---	\$ 55,400 \$ 38,700	9/1/76

SAC - 15

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS
 AMENDMENTS TO THE 1976-77 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates			
		1975-76	Budget	Total	1976-77	Budget	Total				
		Salary Rate	Augmentation	Compensation	Salary Rate	Augmentation	Compensation				
<u>Dallas Southwestern Medical School</u>											
5.	Harold W. C. Ward (Non-tenure) Radiology Professor 1976-77 Original Budget Source of Funds: MSRDP	\$ 45,000	\$ 5,000	\$ 50,000	\$ 45,000 \$ 45,000	\$ 11,500 \$ 6,000	\$ 56,500 \$ 51,000	9/1/76			
6.	James W. Aston, Jr. (Non-tenure) Surgery Assistant Professor of Orthopedic Surgery 1976-77 Original Budget Source of Funds: Scottish Rite Hospital and MSRDP	\$ 30,540	---	\$ 30,540	\$ 35,000 \$ 32,700	\$ 8,000 ---	\$ 43,000 \$ 32,700	9/1/76			
7.	Geral W. Dietz (Non-tenure) Radiology Associate Professor Source of Funds: Parkland Hospital and MSRDP	<u>1976-77 Original Budget</u>			\$ 32,013	\$ 7,787	\$ 39,800	\$ 33,982	\$ 8,018	\$ 42,000	10/1/76
8.	Franklin R. Goodman (Non-tenure) Pharmacology Assistant Professor Source of Funds: NIH Grant	\$ 21,400	---	\$ 21,400	\$ 23,800	---	\$ 23,800	11/1/76			

SAC - 16

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS
 AMENDMENTS TO THE 1976-77 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School</u>								
9.	Gordon H. Templeton (Non-tenure) Physiology, Health Care Sciences Associate Professor of Physiology; Assistant Professor of Health Care Sciences	\$ 28,000	---	\$ 28,000	\$ 30,000	---	\$ 30,000	10/1/76
	Source of Funds: Unallocated Faculty Salaries							
10.	Thomas S. Curry, III (Tenure) Radiology Professor	\$ 35,785	\$ 13,215	\$ 49,000	\$ 39,785	\$ 13,215	\$ 53,000	10/1/76
	Source of Funds: Departmental Trust Fund							
11.	Hugo E. Jasin (Tenure) Internal Medicine Associate Professor	\$ 38,900	---	\$ 38,900	\$ 38,900	\$ 3,100	\$ 42,000	10/1/76
	Source of Funds: MSRDP							
12.	Peter E. Lipsky (Non-tenure) Internal Medicine Assistant Professor	\$ 25,000	---	\$ 25,000	\$ 30,000	---	\$ 30,000	10/1/76
	Source of Funds: NIH Grant							
13.	James Forman (Tenure) Microbiology Associate Professor	\$ 26,000	---	\$ 26,000	\$ 30,000	---	\$ 30,000	10/1/76
	Source of Funds: NIH Grant							

SAC - 17

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
 AMENDMENTS TO THE 1975-76 AND 1976-77 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1975-76 BUDGET</u>				
12.	Plant Funds Transfer of Funds	From: Unappropriated Balance via Estimated Income	To: Capital Improvements, Including Equipment -	
			1. Project Allocation (3-41880-880460)	\$ 500,000.00
			To be appropriated for specific projects as required.	
			2. Hospital Equipment Fund (7-41880-880610)	750,000.00
			To supplement Legislative Appropriations.	
			3. Hospital Area Renovations (1-41880-880635)	498,468.37
			To provide minor alterations to existing facilities.	
			4. Waterproof Exterior of Buildings (9-41880-880950)	35,000.00
			Preventive maintenance program for Moody School, Administration Annex and Hendrix Building	
			5. New Sidewalk and Street Repairs (8-41880-880535)	10,000.00
			6. Landscaping (7-41880-880543)	25,000.00
			7. Installation of Fire Alarm System, Phase II (1-41880-880845)	30,000.00
			To continue placing all buildings on a central fire alarm system.	
			8. Replace Air Conditioning Mixing Boxes for Randall Building, Phase II (4-41880-880290)	15,000.00
			9. Repairs to Incinerator, Waterproof Floor Cage Washer, Animal Care Center	40,000.00
			10. Parking Lots (0-41880-880455)	100,000.00

SAC - 18

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
 AMENDMENTS TO THE 1975-76 AND 1976-77 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1975-76 BUDGET (Continued)</u>				
12.	Plant Funds (Continued)	From: Unappropriated Balance via Estimated Income	To: Capital Improvements, Including Equipment -	
			11. Physical Fitness Center - Project No. 601-204 (0-41881-988100)	68,181.63
			To fund expenses incurred with this project; this project has been terminated.	
			12. Ashbel Smith Building - Project No. 601-284 (5-41881-915160)	14,350.00
			To fund expenses incurred with this project.	
			13. Learning Center Equipment (3-41880-880670)	464,000.00
			14. Reserves for Utility Cost Escalation (0-41880-880990)	<u>350,000.00</u>
	Amount of Transfer	\$2,900,000.00		<u>\$2,900,000.00</u> ---

Income realized for 1975-76 in excess of the original budget estimate is appropriated to the above-listed categories. Details, as appropriate, will be presented to the Board at a later date through the Buildings and Grounds Committee for individual project consideration and recommendation for approval.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
 AMENDMENTS TO THE 1975-76 AND 1976-77 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		1975-76	Budget	Total	1976-77	Budget	Total	
		Salary Rate	Augmentation	Compensation	Salary Rate	Augmentation	Compensation	
<u>1976-77 BUDGET</u>								
<u>Galveston Medical School</u>								
1.	Leonard A. Charpentier (Non-tenure) Obstetrics and Gynecology Associate Professor	\$ 35,000	\$ 17,000	\$ 52,000	\$ 36,000	\$ 18,000	\$ 54,000	9/1/76
	Source of Funds: Unallocated Salaries and MSRDP							
2.	Walter J. Decker (Non-tenure) Pharmacology, Pediatrics, Graduate School Associate Professor	\$ 26,000	---	\$ 26,000	\$ 28,000	---	\$ 28,000	9/1/76
3.	Harvey S. Levin (Non-tenure) Surgery Assistant Professor 1976-77 Original Budget	\$ 21,800	---	\$ 21,800	\$ 23,300 \$ 23,300	\$ 5,825 ---	\$ 29,125 \$ 23,300	9/1/76
	Source of Funds: MSRDP							
4.	John M. Wallace (Tenure) Internal Medicine Professor	\$ 34,000	\$ 7,000	\$ 41,000	\$ 38,000	\$ 10,000	\$ 48,000	10-1-76
	Source of Funds: Unallocated Salaries and MSRDP							

SAC - 20

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
 AMENDMENTS TO THE 1975-76 AND 1976-77 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1975-76 BUDGET</u>				
16.	Plant Funds Transfer of Funds	From: Unappropriated Balance - General Funds	To: Unexpended Plant Funds - Special Project Allocation Fund	
	Amount of Transfer	\$ 500,000	\$ 500,000	---

SAC - 21

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Compensation	
<u>Houston Medical School</u>								
1.	Gerald P. Wantz (Non-tenure) Anesthesiology Assistant Professor 1976-77 Original Budget	\$ 31,000	\$ 15,000	\$ 46,000	\$ 35,000	\$ 17,000	\$ 52,000	9/1/76
	Source of Funds: MSRDP Clinical Program Funds and Augmentation				\$ 32,000	\$ 15,800	\$ 47,800	
<u>Houston Dental Branch</u>								
2.	James L. Sanders (Non-tenure) General Practice Assistant Professor	\$ 16,000	---	\$ 16,000	\$ 20,000	---	\$ 20,000	9/1/76
	Source of Funds: Capitation Grant							
<u>Houston Nursing School</u>								
3.	Dorothy A. Otto (Non-tenure) Office of the Dean Acting Dean and Assistant Professor	\$ 24,000	---	\$ 24,000	\$ 30,000	---	\$ 30,000	9/1/76

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
 AMENDMENTS TO THE 1975-76 AND 1976-77 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>1976-77 BUDGET</u>								
<u>Houston Medical School</u>								
4.	James C. Thomas (Non-tenure) Internal Medicine - General Assistant Professor	\$ 30,000	\$ 9,500	\$ 39,500	\$ 33,000	\$ 9,500	\$ 42,500	10-1-76
5.	Carlos W. Bedrossian (Non-tenure) Pathology Assistant Professor	\$ 30,000	\$ 11,000	\$ 41,000	\$ 30,000	\$ 14,500	\$ 44,500	11-1-76
Source of Funds: MSRDP								

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
 AMENDMENTS TO THE 1976-77 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		1975-76	Budget	Total	1976-77	Budget	Total	
		Salary Rate	Augmentation	Compensation	Salary Rate	Augmentation	Compensation	
<u>San Antonio Medical School</u>								
1.	Jay H. Stein (Tenure) Medicine Professor 1976-77 Original Budget	\$ 39,000	\$ 8,500	\$ 47,500	\$ 40,300 \$ 39,500	\$ 9,700 \$ 8,500	\$ 50,000 \$ 48,000	9/1/76
	Source of Funds: Unallocated Salaries and MSRDP							
2.	Richard Zakheim (Tenure) Pediatrics Associate Professor	\$ 34,000	\$ 6,000	\$ 40,000	\$ 40,000	\$ 2,000	\$ 42,000	9/1/76
	Source of Funds: Departmental Salaries, Unallocated Salaries, and MSRDP							
3.	Joaquin G. Mira (Non-tenure) Radiology Assistant Professor	\$ 35,500	\$ 11,500	\$ 47,000	\$ 35,500	\$ 13,900	\$ 49,400	9/1/76
	Source of Funds: VA Contract and MSRDP							

SAC - 23

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
 AMENDMENTS TO THE 1976-77 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		1975-76	Budget	Total	1976-77	Budget	Total	
		Salary Rate	Augmentation	Compensation	Salary Rate	Augmentation	Compensation	
<u>San Antonio Medical School</u>								
4.	Guy E. Henning (Non-tenure) Family Practice Residency Training Program Assistant Professor	\$ 32,650	\$ 3,000	\$ 35,650	\$ 39,000	---	\$ 39,000	9/1/76

Source of Funds: Departmental Salaries and Unallocated Salaries

On 1 September, 1976, Dr. Henning will move to McAllen, Texas, where he will assume the full-time responsibility of Deputy Director of the McAllen-University of Texas Health Science Center at San Antonio Family Practice Residency Program. Pursuant to our previous discussions where it was agreed that some increase above usual and customary salaries was appropriate for assuming such additional independent responsibilities and consistent with the changes for both him and his family necessitated by moving to a small rural community, it is requested that the maximum base salary allowable for the Assistant Professor level be waived and thus his total salary be paid from State monies. These monies are available in the Valley Program budget, programmed currently through 1976 and the next biennium. It is necessary that this waiver be for the year 1976 and possibly 1977. This is necessitated because of the fact that the non-profit Medical Education Foundation, established in McAllen as a means for collection of patient care revenue generated by the training program, will require that length of time to be in a fiscal position to assume responsibility for his salary augmentation and fringe benefits.

This salary is consistent with his degree of new responsibility in McAllen, and with the hardships placed upon him and his family caused by leaving their home and schools in San Antonio and moving to a smaller rural community. Dr. Henning has a great degree of potential for success in the development of this, our first satellite Family Practice Residency Program, and I feel quite secure in recommending this position and salary, although we are dealing in an area for which there is little precedent.

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
 AMENDMENTS TO THE 1976-77 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>San Antonio Medical School</u>								
5.	William L. McGuire (Tenure) Medicine Professor	\$ 32,000	\$ 11,800	\$ 43,800	\$ 33,000	\$ 12,800	\$ 45,800	10-1-76
	Source of Funds: Unallocated Salaries and MSRDP							
6.	Helen A. Bertrand (Non-tenure) Physiology Assistant Professor	\$ 20,700	---	\$ 20,700	\$ 25,700	---	\$ 25,700	10-1-76
	Source of Funds: Unallocated Salaries and HEW Grant							

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER
 AMENDMENTS TO THE 1975-76 and 1976-77 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
	<u>1975-76 BUDGET</u>			
10.	Plant Funds			
	Transfer of Funds	From: Unappropriated Balance - General Funds \$ 2,975,000	To: The University of Texas M. D. Anderson Hospital and Tumor Institute Endowment and Hospital Revenue Bonds, Series 1972 & 1976 - Interest and Sinking Fund \$ 1,500,000	
		Unappropriated Balance - Unexpended Plant Funds <u>1,025,000</u>	Construction Project Number 703-78 - Expansion of M. D. Anderson Hospital - Allotment Account 500,000	
			Construction Project Number 703-291 - Remodeling of Existing Building - Allotment Account <u>2,000,000</u>	
	Amount of Transfer	<u>\$ 4,000,000</u>	<u>\$ 4,000,000</u>	---

To assure continuing compliance with the provisions of the bond indenture for The University of Texas M. D. Anderson Hospital and Tumor Institute, Endowment and Hospital Revenue Bonds, Series 1972 it is necessary that the amount of \$1,500,000 be transferred to the Interest and Sinking Fund to meet the interest requirements of the 1976-77 fiscal year.

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER
 AMENDMENTS TO THE 1975-76 and 1976-77 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		1975-76	Budget	Total	1976-77	Budget	Total	
		Salary Rate	Augmentation	Compensation	Salary Rate	Augmentation	Compensation	
<u>1976-77 BUDGET</u>								
1.	Murray M. Copeland (Non-tenure) Office of the President; Surgery Vice President, University Cancer Foundation, Surgeon, Professor of Surgery 1976-77 Original Budget	\$ 30,987	\$ 3,333	\$ 34,320	\$ 33,000 \$ 30,987	\$ 3,500 \$ 3,333	\$ 36,500 \$ 34,320	9/1/76
	Source of Funds: NIH Contract and PRS							
	<u>M. D. Anderson</u>							
2.	Victor J. Lanzotti (Non-tenure) Medicine Assistant Internist and Assistant Professor of Medicine 1976-77 Original Budget	\$ 21,000	\$ 10,000	\$ 31,000	\$ 27,000 \$ 25,000	\$ 11,000 \$ 11,000	\$ 38,000 \$ 36,000	9/1/76
	Source of Funds: Unallocated Salaries							
3.	Barry Green (Non-tenure) Diagnostic Radiology Assistant Radiologist and Assistant Professor of Radiology 1976-77 Original Budget	\$ 30,000	\$ 10,000	\$ 40,000	\$ 32,500 \$ 32,000	\$ 12,500 \$ 12,000	\$ 45,000 \$ 44,000	9/1/76
	Source of Funds: Departmental Salaries and PRS							

SAC - 27

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER
 AMENDMENTS TO THE 1975-76 and 1976-77 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		1975-76	Budget	Total	1976-77	Budget	Total	
		Salary Rate	Augmentation	Compensation	Salary Rate	Augmentation	Compensation	
<u>M. D. Anderson (Continued)</u>								
4.	Carlos H. Fernandez (Non-tenure) Radiotherapy Assistant Radiotherapist and Assistant Professor of Radio- therapy and Pediatrics 1976-77 Original Budget	\$ 32,500	\$ 7,500	\$ 40,000	\$ 33,000 \$ 33,000	\$ 12,000 \$ 11,000	\$ 45,000 \$ 44,000	9/1/76
	Source of Funds: PRS							
5.	Edgar C. White (Term Appointment) Surgery Surgeon and Professor of Surgery 1976-77 Original Budget	\$ 38,888	\$ 19,200	\$ 58,088	\$ 42,500 \$ 38,888	\$ 20,588 \$ 19,200	\$ 63,088 \$ 58,088	9/1/76
	Source of Funds: Unallocated Salaries and PRS							
6.	Thomas G. Day, Jr. (Non-tenure) Gynecology Assistant Surgeon and Assistant Professor of Gynecology 1976-77 Original Budget	\$ 28,000	\$ 10,000	\$ 38,000	\$ 32,500 \$ 31,000	\$ 12,500 \$ 11,000	\$ 45,000 \$ 42,000	9/1/76
	Source of Funds: Departmental Salaries and PRS							
7.	Ariyadasa Udagama (Non-tenure) Dental Oncology Assistant Surgeon, Dental Service	\$ 23,750	---	\$ 23,750	\$ 26,000	---	\$ 26,000	9/1/76

SAC - 28

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER
 AMENDMENTS TO THE 1975-76 and 1976-77 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		1975-76	Budget	Total	1976-77	Budget	Total	
		Salary Rate	Augmentation	Compensation	Salary Rate	Augmentation	Compensation	
M. D. Anderson (Continued)								
8.	Manuel Valdivieso (Non-tenure) Developmental Therapeutics Assistant Internist and Assistant Professor of Medicine 1976-77 Original Budget	\$ 27,000	\$ 5,000	\$ 32,000	\$ 28,900 \$ 27,000	\$ 9,000 \$ 9,000	\$ 37,900 \$ 36,000	9/1/76
	Source of Funds: NIH Grant							
9.	Stephen C. Stuyck Information Office Information Coordinator 1976-77 Original Budget	\$ 16,250	---	\$ 16,250	\$ 20,250 \$ 18,000	--- ---	\$ 20,250 \$ 18,000	9/1/76
	Source of Funds: Unallocated Salaries							
10.	Carlos H. Fernandez (Non-tenure) Radiotherapy Assistant Radiotherapist, Assistant Professor of Radio- therapy and Pediatrics	\$ 33,000	\$ 12,000	\$ 45,000	\$ 35,400	\$ 13,000	\$ 48,400	10-1-76
	Source of Funds: Physicians' Referral Service							

SAC - 29

2. U. T. Arlington: Request for Prior Approval of Patent Provisions in Agreement with Electric Power Research Institute, Inc. (Compliance with Regents' Rules and Regulations, Part Two, Chapter V, Section 2.4) (4-CW-77). --It is recommended by the U. T. Arlington Patent Committee (R&R, Part Two, Chapter V, Section 2.431) and President Nedderman, concurred in by System Administration, that prior approval be given to the patent provisions of a proposed agreement between The University of Texas at Arlington and the Electric Power Research Institute, Inc. (EPRI) whereby all patentable rights and discoveries that result from this agreement will be vested in EPRI for the benefit of the public at large.

The Office of General Counsel has reviewed the patent provisions of the proposed agreement and finds that these provisions are consistent with the Regents' Rules and Regulations, Part Two, Chapter V, Section 2.4.

3. U. T. Austin: Request to Establish Border Research Program (2-CW-77). --It is recommended by President Rogers, concurred in by System Administration, that a Border Research Program be established at The University of Texas at Austin for the purpose of undertaking research projects on policy questions relating to border problems affecting the United States' relations with Mexico.

President Rogers' proposal provides that the funding for the program will not exceed \$5,000 for the two-year period in addition to commitments already made to Dr. Stanley Ross, the coordinator, for the same period. The coordinator of the program will seek external funding from foundations.

As a forerunner of the establishment of this program, System Administration reported that Mexican government officials, the National Council for Science and Technology in Mexico, the U. S. Department of State, the National Science Foundation and several national foundations in the United States had met jointly and discussed proposals to establish a program of this type.

4. U. T. Austin (Marine Science Institute): Request to Name Geophysics Laboratory at Galveston (Waiver of Regents' Rules and Regulations, Part One, Chapter VIII, Section 1) (3-CW-77). --President Rogers has requested that the Geophysics Laboratory of the Marine Science Institute at Galveston be named the Maurice Ewing Hall in honor of the late Dr. W. Maurice Ewing who passed away in 1974. The Geophysics Laboratory was founded by Professor Ewing, Chief of the Division of Earth and Planetary Sciences in the Marine Biomedical Institute.

Dr. Ewing was a distinguished scientist whose entire career was devoted to education and research. He served as a consultant to the U. S. Government and industry. His outstanding contributions to geophysics were recognized by the conferring of eleven honorary degrees by universities in the United States and four foreign countries.

System Administration concurs in the request to change the name of the Galveston Geophysics Laboratory to the Maurice Ewing Hall which requires a waiver of the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1.

5. U. T. Dallas: Establishment of Advisory Council for Arts and Humanities and Proposed Nominees Thereto (5-CW-77). --

It is recommended that the request of President Jordan to establish an Advisory Council for Arts and Humanities at The University of Texas at Dallas be approved. This Advisory Council is to consist of not more than 25 members. The purpose of the council would be to advise and assist the President, the Vice President for Academic Affairs and the Dean of Arts and Humanities in the interaction of the program in Arts and Humanities with the needs of the Dallas community.

It is further recommended that the following be nominated to membership on this Advisory Council:

Mrs. Alfred Bromberg, Dallas
Vincent A. Carrozza, Dallas
Mrs. James B. Francis, Dallas
Mrs. Robert Glazer, Dallas
A. C. Greene, Dallas
Lloyd H. Haldeman, Dallas
Jerry Lee Holmes, Dallas
S. Roger Horchow, Dallas
Mrs. William Jagoda, Dallas
Mrs. Bartram Kelley, Dallas
Mrs. Dan Krausse, Dallas
Irvin L. Levy, Dallas
Mrs. Edward Marcus, Dallas
Richard Marcus, Dallas
Harry Parker, Dallas
Janet Spencer, Dallas
Mrs. Theodore H. Strauss, Dallas
Henry Taylor, Dallas
Liener Temerlin, Dallas
Lon Tinkle, Dallas
Jerrold M. Trim, Dallas
W. T. Whatley, Dallas
Addison Wilson III, Dallas
Robert A. Wilson, Dallas
Peter Wolf, Dallas

When replies have been received from the nominees, those accepting will be reported. (See Page C of W - 20.)

6. U. T. Permian Basin - Development Board: (1) Proposed Bylaws and (2) Nominees (1-CW-77). --Chancellor LeMaistre recommends that (1) the Bylaws of The University of Texas of the Permian Basin Development Board be approved in the form submitted by President Cardozier and as set out on Pages SAC 32-33 . By the adoption of these bylaws, it will be understood that The University of Texas of the Permian Basin Development Board is established with an authorized membership of 25.

**BYLAWS OF
THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN
DEVELOPMENT BOARD**

Article I

Name and Purpose

Section 1. The name of the Board shall be The University of Texas of the Permian Basin Development Board.

Section 2. In accordance with resolutions adopted by the Board of Regents of The University of Texas System, The University of Texas of the Permian Basin Development Board is an agency of The University of Texas of the Permian Basin responsible to the President of The University of Texas of the Permian Basin and through him to the Chancellor and the Board of Regents for University relations and private fund development for The University of Texas of the Permian Basin.

Article II

Responsibilities and Duties

The responsibilities and duties of the Board shall be those set forth in the *Rules and Regulations of the Board of Regents of The University of Texas System*.

Article III

Membership and Term of Office

Section 1. *Membership.* The University of Texas of the Permian Basin Development Board shall consist of not more than twenty-five appointed members, recommended and appointed by the President of The University of Texas of the Permian Basin with prior specific written approval of the Chancellor and the Board of Regents. The President of The University of Texas of the Permian Basin and the Chancellor shall be ex-officio members with voting privileges.

Section 2. *Term of Office.* All appointees shall serve for three-year terms, except the original Board whose terms shall be determined by a draw of lots. Terms are staggered and begin on September 1 of the appropriate year.

Article IV

Officers and Staff

Section 1. The officers of the Board shall be a Chairman and a Vice-Chairman, who shall be members of the Board.

Section 2. The Development Board shall elect a representative from its membership to The University of Texas System Advisory Committee for a three-year term officially beginning September 1. This representative may serve on The University of Texas System Advisory Committee only so long as he is a member of The University of Texas of the Permian Basin Development Board.

Section 3. Each officer of the Board shall be elected by a majority of the voting members of the Board and shall hold office for one year, or until his successor shall have been chosen. Neither the Chairman nor the Vice-Chairman shall serve more than three consecutive terms.

Section 4. Officers shall be elected annually at the regular fall meeting of the Board.

Section 5. The Chairman shall preside at all meetings of the Board. He shall be responsible for the general direction of the affairs of the Board and shall be the official representative of the Board. In the absence or disability of the Chairman, the Vice-Chairman shall preside and serve in his place. The Chairman shall cause accurate minutes of the Board's proceedings to be kept, and shall file copies of all minutes with the Secretary of the Board of Regents. The staff shall perform such other services as directed by the Chairman and as are normally required.

Section 6. *Development Board Executive Office.*

(a) Within the office of the President of The University of Texas of the Permian Basin there may be appointed by the President, with the approval of the Chancellor, a Director of the Development Board. He is charged with the University relations and fund-development activity, and subject to supervision, evaluation, and termination of employment by the President.

(b) The Director of the Development Board shall have such staff and such operating fund as shall be determined from time to time by budgets recommended by the President, endorsed by the Chancellor, and adopted by the Board of Regents. Duties of staff members shall be established by the Director.

Section 7. *Finances.* Financial support of The University of Texas of the Permian Basin Development Board and the Director shall be provided exclusively by the budget of The University of Texas of the Permian Basin. Such budgets will be made through established budgetary procedures. Gifts for private fund developments which have been accepted by the Board of Regents may be made available for expenditure by the Development Board.

Article V

Meetings

Section 1. The Board shall hold at least two regular meetings each year, one in the spring and the other in the fall; the fall meeting shall be considered the annual meeting.

Section 2. Special meetings of the Board shall be held as determined by the Board itself or upon call of the chairman or upon request in writing signed by at least three members. There shall be at least three days' prior written notice of such special meetings to all members of the Development Board.

Section 3. The exact date and place of holding meetings shall be as fixed by the Board, or in the call issued for the meetings.

Section 4. Decisions will be made by a majority vote of those members present in person at the meeting.

Article VI

Quorum

Eight voting members shall constitute a quorum at a meeting; however, if a quorum is not present at any regular or special meeting, the action of a majority vote of those present must be ratified by a majority vote of the entire Board by mail ballot.

Article VII

Committees

The Chairman is authorized to establish such committees as he may deem appropriate.

Article VIII

Amendments

These bylaws may be amended at any regular meeting by vote of a majority of the members of the Board; provided the notice of such meetings states that amendment of the bylaws is to be considered, and that the amendment will not be effective until approved by the Board of Regents of The University of Texas System.

(2) It is further recommended that the following nominees proposed by President Cardozier and processed through appropriate channels be approved for membership on The University of Texas of the Permian Basin Development Board:

James N. Allison, Jr., Midland
Claude W. Brown, McCamey
J. Conrad Dunagan, Monahans
Mel Z. Gilbert, Snyder
Norvell W. Harris, Odessa
Ray F. Herndon, Jr., Midland
Stanley C. Moore, Midland
W.D. Noel, Odessa
Charles R. Perry, Odessa
Joe Pickle, Big Spring
Charles H. Priddy, Midland
James Roberts, Andrews
Louis Rochester, Odessa
W. F. Roden, Midland
E. M. Schur, Odessa
Mrs. Richard C. Slack, Pecos

The names of the nominees who accept this appointment will be reported. (Page C of W - 23)

7. Galveston Medical Branch (Galveston Allied Health Sciences School): Proposed Affiliation Agreement with Texas Research Institute of Mental Sciences, Houston, Texas (Clinical Training of Allied Health Sciences Students) (I-M-77). -- It is recommended by System Administration and President Levin that the affiliation agreement between the Board of Regents of The University of Texas System for and on behalf of the Galveston Allied Health Sciences School at The University of Texas Medical Branch at Galveston and the Texas Research Institute of Mental Sciences of Houston, Texas, be approved. This agreement is based on the model affiliation agreement and will provide an opportunity for the clinical experiences necessary for the depth and variety of education and training of Medical Record Administration students. The agreement is for a term of one year, beginning with the 1976-77 academic year, and shall continue thereafter from year to year unless terminated by either party.

It is recommended that the Chairman of the Board of Regents be authorized to execute this agreement when it has been approved as to form by an attorney of the Office of General Counsel and as to content by the Deputy Chancellor.

*Clare
H. H. H.
officer*

Aca. & Dev.
Affairs Com.



THE UNIVERSITY OF TEXAS SYSTEM

Office of the Deputy Chancellor

601 COLORADO STREET, AUSTIN, TEXAS 78701

December 7, 1976

Mrs. Lyndon B. Johnson
L.B.J. Library
Austin, Texas 78705

Dear Mrs. Johnson:

The agenda for the Academic and Developmental Affairs Committee at the Board of Regents meeting on December 10 is particularly long this time. This is primarily because the Coordinating Board is now receiving the new degree program requests which they will consider at their meeting in April.

In preparing agenda items for the Regents' meeting, we try to condense the information as much as possible. Even so, the supporting material with the agenda is rather long this time. I thought it might be helpful to you if I further condensed this information for your consideration. Therefore, I have taken the liberty of drafting an analysis of the Academic and Developmental Affairs Committee agenda in capsule form. I have prepared these thoughts in the form of a possible script which you might want to use as notes in your presentation. These are attached. I hope these might be of help to you at the meeting.


If you have questions, I will be pleased to answer them.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Ernest T. Smerdon".

Ernest T. Smerdon
Associate Deputy Chancellor
for Academic Affairs

ETS:bb
Attachment
xc: Mr. E. D. Walker

 bcc: Miss Betty Anne Thedford

NOTES FOR MRS. JOHNSON FOR REGENTS' MEETING

Agenda Item
and
Page Number

Item 1.
Page A&D-1

The first item on the Academic and Developmental Affairs Committee agenda is the Deputy Chancellor's Docket. It is recommended that the Deputy Chancellor's Docket be approved. Hearing no objections -- so ordered.

Item 2.
Page A&D-2

Item 2 is a request from President Nedderman that we authorize the sale of beer and wine in the Coffeehouse-Pub of the Student Union Building and such other locations in the Student Union Building at U.T. Arlington as deemed appropriate by the President. This permissive authority is contingent upon full compliance with all appropriate laws, ordinances, and administrative rules and regulations. This request is similar to the request made by other U.T. System institutions and is approved by System Administration. Hearing no objections -- the request is approved.

Item 3.
Page A&D-3

Item 3 refers to a joint program at U.T. Arlington, U.T. Dallas, and the Dallas Health Science Center leading to the Master of Science and Doctor of Philosophy degrees in Applied Chemistry. This program was previously approved by the Board of Regents on December 13, 1974, with the degree name being "Chemistry" instead of "Applied Chemistry" as now requested. That proposal was subsequently withdrawn without prejudice prior to being considered by the Coordinating Board. System Administration is now

Agenda Item
and
Page Number

Item 3.
Page A&D-3
(Cont'd)

bringing to the attention of the Board of Regents the renaming of these tri-institutional Master of Science and Doctor of Philosophy degree programs from "Chemistry" to "Applied Chemistry" and asking us to reaffirm our earlier approval of these programs and authorize submission of the revised programs to the Coordinating Board for their action. This request has been made jointly by Presidents Nedderman, Jordan and Sprague. Are there questions? If not, this request is approved.

Item 4.
Page A&D-4

Item 4 is in follow-up of action at the last Board meeting in which it was recommended that an up-to-date version of the Ex-Students' Association Alumni/Donor Records Policy be provided to the Board of Regents at the next meeting. This policy pertaining to services rendered has been provided by Mr. Roy Vaughan and System Administration recommends this policy be accepted. Hearing no objections -- the Ex-Students' Association Alumni/Donor Records Policy is approved.

Item 5.
Page A&D-7

In item 5 on page A&D-7 President Templeton has requested that the School of Nursing at The University of Texas at El Paso be redesignated as the College of Nursing. This is based upon a petition of the faculty and the Dean of the School of Nursing and has been approved by appropriate officials at U.T. El Paso. The proposed name change is to make the designation of the nursing program at U.T.

Agenda Item
and
Page Number

Item 5.
Page A&D-7
(Cont'd)

El Paso consistent with the other academic programs there which are administered by a Dean. The change will lead to no additional costs and no new programs. System Administration concurs with the recommendation of President Templeton. Are there questions? Hearing none -- it is approved.

Item 6.
Page A&D-7

In item 6 President Flawn at The University of Texas at San Antonio requests approval to change the name of the Division of Management in the College of Business to the Division of Management and Marketing. Marketing education and research is a significant part of the Division and should be identified in the title of the Division. The name change will not lead to any change in administrative load and organizational structure, nor will it require additional funds for facilities or equipment. System Administration concurs with this recommendation. Are there questions? If not, it is approved.

Items 7 through 11 deal with new degree program requests for the general academic institutions. I call to the attention of the Board the fact that the Coordinating Board considers new program requests only once or twice during the year. The requests before us today are to be considered by the Coordinating Board at their April meeting if they are approved by us. The programs have all been carefully evaluated by System Administration and conform with the requirements of the Coordinating

Board in every respect. The issue of costs of the programs with respect to formula generated funds to support the programs has been given special attention. The new programs are in line with the role and scope of the institutions.

We have several new programs to be requested from five of our academic institutions. These are all institutions in which growth in student enrollment is occurring and they are expanding their graduate offerings to meet needs in their locality. In an effort to save time, I will try to be as brief as possible in making these presentations. I am sure that the Presidents of the institutions involved will be happy to answer any questions that the Regents may have concerning any of these proposals.

Agenda Item
and
Page Number

Item 7.
Page A&D-8

First, in item 7(a), (b), and (c) President Nedderman requests approval of the degrees: Master of Landscape Architecture, Master of Arts in Music, and Master of Science in Nursing. These are all new programs for the institution and fall within the role and scope of the institution. System Administration concurs with the recommendation of President Nedderman for approval of these three new programs and requests authorization for the degree proposals to be forwarded to the Coordinating Board for their action. Are there any questions on these proposals? If not, they are approved.

In item 7(d) President Nedderman requests authority for the College of Engineering to offer Master of Engineering Degrees in the fields of Aerospace Engineering, Civil

Agenda Item
and
Page Number

Item 7.
Page A&D-8
(Cont'd)

Engineering, Electrical Engineering, Industrial Engineering, and Mechanical Engineering. This request by President Nedderman delineates their desire for authority to offer a more applied Master's Degree in these engineering fields. In every case, the authority to offer the Master of Science Degree has been approved by this Board and by the Coordinating Board. Approval of today's request will permit U.T. Arlington to restructure present offerings in these fields with more applied design emphasis at the Master's level. Also, the Master of Engineering Degree is now eligible for accreditation by the Engineers Council for Professional Development and U.T. Arlington desires to apply for accreditation of their engineering programs at the Master's level. System Administration concurs with this recommendation. Approval of the recommendation will not lead to any increased costs since the faculty and facilities already exist for the Master of Science Degree. Are there any questions? Hearing none -- this request is approved to be forwarded to the Coordinating Board for their consideration.

Item 8.
Page A&D-10

In item 8 President Jordan is requesting approval of two new degree programs in American Studies at The University of Texas at Dallas, one leading to the Bachelor of Arts and one leading to the Master of Arts Degree. These programs are interdisciplinary in nature and are designed

Agenda Item
and
Page Number

Item 8.
Page A&D-10
(Cont'd)

to meet the desires of a substantial number of present and prospective students, who have indicated interest in such a program. These programs are designed to focus on contemporary American Studies problems as opposed to programs concentrating on history and literature. The programs are expected to be self-supporting from formula generated funds after the first year, and it will be administered by an appointed program coordinator for American Studies. System Administration recommends approval of these two new degree programs at U.T. Dallas. Are there questions? Hearing none -- the programs are approved.

Item 9.
Page A&D-11

In item 9 President Templeton requests five new degree programs for The University of Texas at El Paso. These are a Bachelor of Arts Degree in Anthropology, Master of Science Degree in Computer Science, Master of Science Degree in Nursing, Master in Public Administration Degree, and a Master of Liberal Arts Degree. All these programs are projected to be self-supporting from formula generated funds soon after their initiation. The programs are needed at U.T. El Paso and provide opportunity for students at El Paso to specialize in needed programs not available to them before. The Master of Liberal Arts Degree is in response to a demand from many in El Paso for a degree for mature adults who desire to pursue

Agenda Item
and
Page Number

Item 9.
Page A&D-11
(Cont'd)

their education in an organized way, but do not desire a degree for their jobs or profession. System Administration concurs with the recommendation of President Templeton that the five new degree programs be approved. Are there questions that Dr. Templeton might answer? Hearing none -- the five new programs at The University of Texas at El Paso are approved.

Item 10.
Page A&D-13

President Cardozier in item 10 requests one new degree program at U.T. Permian Basin, that being a Master of Science Degree in Earth Science. The Permian Basin is an area rich in mineral resources from the earth. As a result, there are numerous individuals in that area with baccalaureate degrees who desire the opportunity to obtain a Master's Degree in Earth Science. To meet this need The University of Texas of the Permian Basin proposes a Master of Science Degree in Earth Science, which is interdisciplinary and which will provide a convenient opportunity for field study. The program will be administered in the College of Science and Engineering and is projected to be self-supporting from formula generated funds. System Administration concurs with the recommendation of President Cardozier. Are there questions? Hearing none -- the Master of Science Degree in Earth Science at U.T. Permian Basin is approved.

Agenda Item
and
Page Number

Item 11.
Page A&D-14

In item 11 President Flawn requests approval of six new degree programs at The University of Texas at San Antonio. These are Bachelor of Arts Degree in American Culture Studies, Bachelor of Arts Degree in Communication, Bachelor of Music Degree, Master of Music Degree, Master of Arts Degree in Economics, and Master of Professional Accountancy Degree. All of these programs are projected to become self-supporting from formula generated funds soon after their implementation. The University of Texas at San Antonio has had rapid increase in enrollment and new programs are needed for that institution if it is to fulfill the intent of the Legislature when it was established. The Bachelor of Arts Degree in American Culture Studies will provide a liberal arts foundation for students with interests in careers in several areas. The Bachelor of Arts Degree in Communication will provide education for students interested in positions which require communication skills in several areas. The San Antonio area has numerous people with interest in obtaining basic education or furthering their education in music performance or composition. The Bachelor and Master of Music Degrees will provide this opportunity. The Master of Arts Degree in Economics and the Master of Professional Accountancy Degrees are career oriented degrees for which there is considerable demand by the clientele served by The University of Texas at San Antonio.

Agenda Item
and
Page Number

Item 11.
Page A&D-14
(Cont'd)

System Administration concurs with President Flawn's recommendation that the six new degree programs be authorized at U.T. San Antonio. Are there questions? If not, the programs are approved.

In every case, the new degree programs which you have just approved will be immediately forwarded by System Administration to the Coordinating Board to be considered at their April meeting. The necessary certification of funding is also being provided by the institutions to the Coordinating Board.

This completes the report of the Academic and Developmental Affairs Committee.

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE
Committee Chairman (Mrs.) Johnson, Presiding

Date: December 10, 1976

Time: Following the meeting of the System Administration Committee

Place: Main Building, Suite 212
U. T. Austin
Austin, Texas

	<u>Page A & D</u>
1. U. T. System: Deputy Chancellor's Docket	1a
2. U. T. Arlington: Request for Authorization to Sell Beer and Wine	2
3. U. T. Arlington, U. T. Dallas, Dallas Health Science Center: Request to Rename the Tri-institutional Master of Science and Doctor of Philosophy Degree Programs from Chemistry to Applied Chemistry	3
4. U. T. Austin: Approval of Updated Version of the Ex-Students' Association Alumni/Donor Records Policy and Procedures	4
5. U. T. El Paso: Proposal to Change School of Nursing to College of Nursing	7
6. U. T. San Antonio: Request to Change Title of the Division of Management to the Division of Management and Marketing and to Submit Change to Coordinating Board	7
7. U. T. Arlington: Request to Establish (a) Master of Landscape Architecture Degree (b) Master of Arts Degree in Music (c) Master of Science Degree in Nursing (d) Master of Engineering Degrees in Aerospace Engineering, Civil Engineering, Electrical Engineering, Industrial Engineering and Mechanical Engineering	8
8. U. T. Dallas: Request to Establish (a) Bachelor of Arts Degree in American Studies (b) Master of Arts Degree in American Studies	10
9. U. T. El Paso: Request to Establish (a) Bachelor of Arts Degree in Anthropology (b) Bachelor of Science Degree in Computer Science (c) Master of Science Degree in Nursing (d) Master of Public Administration Degree (e) Master of Liberal Arts Degree	11
10. U. T. Permian Basin: Request to Establish a Master of Science Degree in Earth Science	13

11. U. T. San Antonio: Request to Establish
 - (a) Bachelor of Arts Degree in American Culture Studies
 - (b) Bachelor of Arts Degree in Communication
 - (c) Bachelor of Music Degree
 - (d) Master of Music Degree
 - (e) Master of Arts Degree in Economics
 - (f) Master of Professional Accountancy Degree

-
1. U. T. System: Deputy Chancellor's Docket No. 9. --It is recommended that the Deputy Chancellor's Docket No. 9 be approved.

2. U. T. Arlington: Request for Authorization to Sell Beer and Wine on Campus. --

RECOMMENDATION

System Administration concurs in the following recommendation of President Nedderman:

Dr. E. D. Walker
Deputy Chancellor
The University of Texas System
601 Colorado Street
Austin, Texas 78701

OCT 30 1976	
To.....	for this & return
To.....	Please advise me
To.....	Please handle

Dear Dr. Walker:

We would like to request permission to sell beer and wine in the Student Union Building at The University of Texas at Arlington and we are requesting approval by the Board of Regents of the following policy statement:

"The University of Texas at Arlington is authorized to sell beer and wine in the Coffeehouse-Pub of the Student Union Building and at such other locations in the Student Union Building as deemed appropriate by the President. It is understood that this permissive authority is contingent upon full compliance with all appropriate laws, ordinances, and administrative rules and regulations."

If you concur in this request, I would appreciate your submitting it to the Board of Regents for consideration at their next meeting.

Very truly yours,



W. H. Nedderman
President

WHN:kp

This policy statement has been reviewed and approved as to legal form by the Office of General Counsel.

SECRETARY'S NOTE

It is suggested that the Minutes should reflect authority to apply for the appropriate Alcoholic Beverage Commission permit in addition to the policy statement.

3. U. T. Arlington, U. T. Dallas, Dallas Health Science Center: Request to Rename the Tri-institutional Master of Science and Doctor of Philosophy Degree Programs from Chemistry to Applied Chemistry (Previously Approved by the Board of Regents but Withdrawn from Coordinating Board) and to Resubmit to Coordinating Board. --

RECOMMENDATION

The University of Texas at Arlington, The University of Texas at Dallas and The University of Texas Health Science Center at Dallas received Regental approval on December 13, 1974, for tri-institutional Master of Science and Doctor of Philosophy degree programs in Chemistry. That proposal was subsequently withdrawn without prejudice prior to being considered by the Coordinating Board. The proposal has been revised to change the degree names from Chemistry to Applied Chemistry and appropriately modified and updated to emphasize applied chemistry.

System Administration calls the renaming of these tri-institutional Master of Science and Doctor of Philosophy degree programs from Chemistry to Applied Chemistry to the attention of the Board of Regents and recommends the Board reconfirm its earlier approval of these programs and authorize the submission of these revised programs to the Coordinating Board.

Dear Mr. Walker:

In December 1974, the UT System Board of Regents approved a tri-institutional joint proposal by The University of Texas at Arlington, The University of Texas at Dallas, and The University of Texas Health Science Center at Dallas for Master of Science and Doctor of Philosophy degree programs in Chemistry. In a letter dated April 23, 1975, Dr. David T. Kelly acknowledged our request that this proposal be withdrawn without prejudice.

We are hereby requesting that a new proposal be submitted to the Coordinating Board.

The new proposal differs from the original proposal in the following ways:

- (a) The name of the degree has been changed from Chemistry to Applied Chemistry.
- (b) The new proposal has been written to emphasize the applied emphasis. Also the number of new courses to be added has been shortened by about one-half and reflects once again the applied emphasis.
- (c) The traditional academically oriented thrusts are deleted leaving only the industrial or applied orientation.
- (d) Substantiating data have been updated.

If you feel that this proposal should be reconfirmed at the December 10, 1976, meeting of the Board of Regents, will you please see that this is done. If so, I respectfully suggest that the proposal be transmitted to the Coordinating Board with the notation that confirmation will be made immediately after December 10 if the Regents approve.

Very truly yours,



W. H. Nedderman
President

4. U. T. Austin: Approval of Updated Version of the Ex-Students' Association Alumni/Donor Records Policy and Procedures. --

BACKGROUND

At the October 1, 1976, meeting of the Board of Regents, it was recommended that an up-to-date version of the Ex-Students' Association Alumni/Donor Records Policy be presented to the Board of Regents at the next meeting. The Alumni/Donor Records Policy, approved April 19, 1968, has been updated by Mr. Roy Vaughan, Executive Director of the Ex-Students' Association, and is set out below.

RECOMMENDATION

System Administration recommends that this policy statement be approved:

EXHIBIT I

U.T. Austin: Alumni/Donor Records.--In order to (a) provide The University of Texas with the best possible system of keeping Alumni/Donor Records at the lowest possible cost; (b) centralize the records function in one place, and thus prevent the impractical and expensive practice of Alumni/Donor Records-keeping by each agency having use of all or part of these records, and (c) place Alumni/Donor Records policy within the province of the Board of Regents, the following recommendations with respect to Data Processing of Alumni Records of The University of Texas at Austin were approved by the Committee:

- a. That the Board of Regents of The University of Texas System establish a policy for the creation and maintenance of one central machine record Alumni/Donor Records file and that such file and lists will not be available other than to those now using the file and shall not be sold for any commercial purpose.
- b. That the Board of Regents proceed immediately to set up an Advisory Board on Alumni/Donor Records to include the following:

One representative of the Board of Regents or its designate
President of The University of Texas at Austin or his designate
President of The Ex-Students' Association or his designate
Chairman of the Development Board or his designate
Executive Director of The Ex-Students' Association
Executive Director of the Development Board

Representatives from each of the Internal and External Foundations using the file shall be consulted periodically.

Active management of the Alumni/Donor Records Center would be the responsibility of a management committee composed of:

President of The University of Texas at Austin or his designate
Executive Director of the Development Board
Executive Director of The Ex-Students' Association
Manager of the Data Processing Center, U.T. Austin

It would be the responsibility of this Advisory Board to review the operations of the Alumni/Donor Records operation, provide counsel to the staff and establish operating procedures within the policy of the Board of Regents.

- c. That The Ex-Students' Association Records Center be the agency for handling alumni records, for providing update information to Alumni/Donor Records to be entered into the machine records file, and for setting up the data for scheduled production programs using the Alumni/Donor Records file.
- d. That the position of Manager, Ex-Students' Association Records Center be filled. No computer programmer position should exist in the Records Center. The remaining staff of the Records Center should include one key-punch operator, one verifier and five clerks. (see Appendix I.)
- e. That The University of Texas continue to pay the amount of \$75,000¹ to The Ex-Students' Association for collecting, editing, and preparing, for computer processing the records of alumni and donors. The \$75,000¹ is to cover the cost of a personnel configuration adequate for the job (Appendix I.), direct cost of supplies, maintenance, etc., necessary key-punch and verifier equipment, and related overhead costs.

¹The amount of \$75,000 was approved at the Board of Regents meeting on October 1, 1976.

EXHIBIT II

SCHEDULE OF CHARGES FOR ALUMNI RECORDS, INFORMATION, AND OTHER SERVICES PROVIDED BY THE EX-STUDENTS' ASSOCIATION

September 3, 1976
(Retroactive to September 1, 1975)

MAINTAINING BASIC LIST OF ALUMNI RECORDS

I. Active list, with current addresses, per name, per month	\$.039
II. Active list, current addresses being sought, per name, per month	.015
III. Adding new active names, with current addresses, per name	1.120
IV. Making verified address changes	.468

INFORMATION AND OTHER SERVICES

V. Processing Gift Tags for Development Board	.187
VI. Furnishing to the Administration and Development Board, upon request, information from files	No Charge
VII. Ordering lists from file from Data Processing for the Administration, Development Board, Schools, Colleges, and Texas Ex Chapters for the purpose of maintaining or securing good addresses	No Charge
VIII. Ordering labels for addressing (or lists, in case of hand addressing) from Data Processing for all authorized users	

No charge by the Ex-Students' Association but the Association will bill the user (including the Association) in accordance with Data Processing's charges per the memorandum on the following page and turn the funds collected, in total, over to Data Processing for the utilization of the computer

August 6, 1973

MEMORANDUM

TO: Roy Vaughan, Associate Executive Director
Ex-Students' Association

FROM: Charles D. Shepherd, Assistant Director
Data Processing Division

RE: CONDITION CODES/ALUMNI RECORDS BILLING

BILLINGS FOR COMPUTER UTILIZATION

<u>NO. OF CONDITIONS</u>	<u>RATE PER THOUSAND FIRST TWENTY THOUSAND</u>	<u>MINIMUM CHARGE</u>	<u>RATE PER THOUSAND ABOVE TWENTY THOUSAND</u>
1	\$ 5	\$ 20	\$ 4
2	9	25	8
3	12	30	11
4	15	35	14
5	18	40	17
OVER 5	21	45	20

IX. Applying labels, folding, inserting, sealing, affixing postage and other associated mailing services

Available from The Ex-Students' Association's tax-paying subsidiary, Campus Services, Inc., on a per job bid basis at rates below the Austin, Texas, commercial market

5. U. T. El Paso: Proposal to Change School of Nursing to College of Nursing and to Seek from Coordinating Board Necessary Action (Catalog Change). --

RECOMMENDATION

The University of Texas at El Paso requests that the designation of the School of Nursing be changed to the College of Nursing. This recommendation has been made by the faculty and the Dean of Nursing at El Paso and has been considered by the appropriate officials of U. T. El Paso who recommend approval. The purpose of this recommended change is to make the designation of the nursing program consistent with the other academic programs at U. T. El Paso which are administered by a Dean. The proposed change will provide equal status of the nursing program with the other U. T. El Paso academic units and no additional costs or change in personnel will be involved. No program changes will be made except as authorized in separate requests to the Board of Regents and considered by the Coordinating Board.

System Administration concurs with the recommendation of President Templeton that the Board of Regents approve the redesignation of the School of Nursing as the College of Nursing at El Paso and authorize the forwarding of this information to the Coordinating Board for such action as may be required.

SECRETARY'S NOTE: The minute order will provide that if this recommendation is approved by the Board of Regents and by the Coordinating Board, the first catalog published thereafter at U. T. El Paso will be amended to show this change in title.

6. U. T. San Antonio: Request to Change the Title of the Division of Management to the Division of Management and Marketing and to Submit Change to Coordinating Board (Catalog Change). --

RECOMMENDATION

System Administration concurs with the recommendation of President Flawn that the title of the Division of Management in the College of Business be changed to the Division of Management and Marketing. The makeup of the Division is such that the functional area of marketing contributes significantly to the Division and should be so identified in the title in an effort to delineate between the two areas of management and marketing. The administrative load under the present organizational structure and that under the proposed structure will not change nor will additional funding, facilities, equipment, or library holdings be required. The proposed date for this change to be effective is September 1, 1977.

SECRETARY'S NOTE: The minute order will provide that if this recommendation is approved by the Board of Regents, the proposed title change will be submitted to the Coordinating Board for information or for whatever approval is necessary, following which the next catalog published at U. T. San Antonio will be amended to reflect the change in title.

DEGREE PROGRAMS

The following items (Nos. 7 - 11) are requests for permission to establish degree programs at the various component institutions. The Coordinating Board has only scheduled one meeting for consideration of new degree programs, and that is on April 1, 1977. However, all programs to be considered by the Coordinating Board on that date must be filed with the Coordinating Board by December 1, 1976.

With that in mind, proposals for the following degree programs will be submitted to the Coordinating Board by the deadline date but with the strict understanding that if the Board of Regents fails to approve any of these requests for new degree programs, the requests and material submitted to the Coordinating Board will be withdrawn without prejudice.

SECRETARY'S NOTE: The minute order for each of these items will provide that if the recommendation is approved by the Board of Regents and permission is given by the Coordinating Board to establish the new degree program, the first catalog published thereafter will be amended to include the new program:

7. U. T. Arlington: Request to Establish (a) Master of Landscape Architecture Degree, (b) Master of Arts Degree in Music, (c) Master of Science Degree in Nursing, and (d) Master of Engineering Degrees in Aerospace Engineering, Civil Engineering, Electrical Engineering, Industrial Engineering, and Mechanical Engineering (Catalog Change). --

U.T. Arlington Degree Program Requests

The University of Texas at Arlington requests approval of the following new degree program requests:

- (a) Master of Landscape Architecture Degree
- (b) Master of Arts Degree in Music
- (c) Master of Science Degree in Nursing
- (d) Master of Engineering Degrees in Aerospace Engineering, Civil Engineering, Electrical Engineering, Industrial Engineering, and Mechanical Engineering

U.T. Arlington further requests that the degree proposals under (a), (b), and (c) and the request of President Nedderman under (d) be forwarded to the Coordinating Board for consideration to be effective upon their approval of the institution's certification of funding.

- (a) Master of Landscape Architecture Degree

The Master of Landscape Architecture Degree provides a graduate professional degree extending the Landscape Development option now offered by the School of Architecture and Environmental Design. The program emphasizes environmental aspects of landscape architecture and is an area of professional need in the Dallas-Fort Worth area as indicated by specific endorsements by both the Dallas and Fort Worth sections of the American Institute of Architects. The program will be administered in the School of Architecture and Environmental Design. The program is designed to meet accreditation requirements and accreditation will be sought from the American Society of Landscape Architects at the appropriate time after program approval.

Initial funding of the program is provided by the School of Architecture and Environmental Design and the institution, and the program is projected to be self-supporting under formula generated income. Facilities are adequate for the proposed program for at least the next five years. The library is adequate to begin the program.

(b) Master of Arts Degree in Music

The Master of Arts Degree in Music is proposed which offers concentrations in music education, performance, and theory/composition. The need for such a program exists in the Dallas-Fort Worth metroplex area which has many baccalaureate music degree graduates who desire to further their education. The program will be administered in the Music Department and is patterned after the accreditation guidelines of the Texas Association of Music Schools and the National Association of Schools of Music. Several years of operation are required prior to applying for accreditation.

Formula generated funds are projected to be adequate to support the program. New faculty will be hired as the program grows and support for this will come from formula funding. Present library holdings in relevant fields are adequate.

(c) Master of Science Degree in Nursing

The Master of Science Degree in Nursing is needed for U.T. Arlington to provide graduate education opportunities for many registered nurses in that area. Graduate courses in nursing are presently offered as off-campus extension courses from U.T. Austin and twenty-six graduate nursing students are presently enrolled in this program. A questionnaire survey was also used to assess the need. The proposed program will be administered in the School of Nursing and will provide clinical nursing options in medical-surgical nursing, psychiatric nursing, family nursing and nursing administration. The program will also be reviewed as a part of the normal accreditation by the National League for Nursing and the State Board of Nurse Examiners.

No special funding is required in that the proposed program will be self-supporting under formula generated funds. Present facilities are minimally adequate to initiate the program and planning money has been appropriated by the Legislature for new facilities so that problem will be solved. Faculty growth from formula money is anticipated that will support the program. The library holdings are adequate.

(d) Master of Engineering Degrees in Aerospace Engineering, Civil Engineering, Electrical Engineering, Industrial Engineering, and Mechanical Engineering

U.T. Arlington requests authority for a Master of Engineering degree in the five engineering areas where they are currently authorized to offer the Master of Science in Engineering degree. If the Board of Regents approves, the intention is to submit these requests to the Commissioner of Higher Education for consideration since it constitutes no expansion of the courses offered in engineering, but rather a reconfiguration of present offerings to provide a more applied design oriented emphasis at the master's level. Also, the Master of Engineering Degree has only recently become eligible for accreditation by the Engineers' Council for Professional Development. The Master of Science Degree is not eligible for accreditation at that level. President Nedderman has detailed the rationale for this request and System Administration concurs with his recommendation and requests Regental approval. Approval of this request will not lead to any increased costs since the faculty and facilities already exist to serve the Master of Science students in Engineering.

System Administration Recommendation

System Administration concurs in the recommendation of President Nedderman that the new degree programs at U.T. Arlington for (a) Master of Landscape Architecture Degree; (b) Master of Arts Degree in Music; (c) Master of Science Degree in Nursing; and (d) Master of Engineering Degrees in Aerospace Engineering, Civil Engineering, Electrical Engineering, Industrial Engineering, and Mechanical Engineering be approved and that these proposals and requests be forwarded to the Coordinating Board for consideration.

8. U. T. Dallas: Request to Establish (a) Bachelor of Arts Degree in American Studies and (b) Master of Arts Degree in American Studies (Catalog Change). --

U.T. Dallas Degree Program Requests

The University of Texas at Dallas requests approval of the following new degree programs:

- (a) Bachelor of Arts in American Studies
- (b) Master of Arts in American Studies

U.T. Dallas further requests that these degree proposals be forwarded to the Coordinating Board for their consideration to be effective upon approval by the Coordinating Board of the institution's certification of funding.

(a) Bachelor of Arts in American Studies

The Bachelor of Arts Degree in American Studies will enable students to learn more about the heritage, life and future concerns of the United States through interdisciplinary programs. Each student will select two areas of concentration from six provided. This program focuses on contemporary American studies problems as opposed to the typical programs concentrating on history and literature. This program requires no special accreditation. It will be administered by an appointed program coordinator for American Studies, who will be responsible to the Dean of the School of General Studies.

The program will approach being self-supporting during the first year and will be thereafter. No new faculty are anticipated to be needed during the first several years of operation. The volumes in the library collection in American Studies are adequate, and the extensive collection in American culture and early English books on microfilm will provide additional support.

(b) Master of Arts in American Studies

The Master of Arts Degree in American Studies is an extension of the baccalaureate degree mentioned above, providing for in-depth, interdisciplinary studies of American society. Students, in selecting two areas of concentration, will study American business and economics in relation to American thought and popular culture. While this Master's degree requires no thesis, a series of readings and a formal integrative paper are required. Queries directed to U.T. Dallas indicate student interest in this Master of Arts Degree in American Studies program. The program does not require special accreditation. It will be administered by a program coordinator for American Studies reporting to the Dean of the School of General Studies.

After the first year, the formula generated revenue is expected to cover the program and funds for the first year will come from other programs. No new facilities are required by the program and the existing faculty are adequate to provide for the program during the initial years. The library will be strengthened in the next few years in the area of American studies and is adequate for the program considering interlibrary loan arrangements provided through the Interuniversity Council of the North Texas Area and the microfilm collections available.

System Administration Recommendation

System Administration concurs in the recommendation of President Jordan that the two new degree programs at U.T. Dallas (a) Bachelor of Arts Degree in American Studies and (b) Master of Arts Degree in American Studies be approved and that the proposals be forwarded to the Coordinating Board for consideration.

9. U. T. El Paso: Request to Establish (a) Bachelor of Arts Degree in Anthropology, (b) Bachelor of Science Degree in Computer Science, (c) Master of Science Degree in Nursing, (d) Master of Public Administration Degree, and (e) Master of Liberal Arts Degree (Catalog Change).--

U.T. El Paso Degree Program Requests

The University of Texas at El Paso requests approval of the following new degree programs:

- (a) Bachelor of Arts Degree in Anthropology
- (b) Bachelor of Science Degree in Computer Science
- (c) Master of Science Degree in Nursing
- (d) Master in Public Administration Degree
- (e) Master of Liberal Arts Degree

U.T. El Paso further requests that these proposals be forwarded to the Coordinating Board for their consideration to be effective upon their approval of the institution's certification of funding.

- (a) Bachelor of Arts Degree in Anthropology

The University of Texas at El Paso is the only major university in the Southwest without a baccalaureate degree in anthropology and, yet, the El Paso area is a center of anthropological interests. Also, sufficient student interest has been voiced to justify a Bachelor of Arts Degree in Anthropology as a logical extension of the option in anthropology presently offered under the Bachelor of Arts Degree in Sociology. No new department will be created since the program will be administered in the Department of Sociology and Anthropology. No special accreditation is involved.

The program will be self-supporting from formula generated income from the outset and no new facilities will be required. The U.T. El Paso library is adequate for the program.

- (b) Bachelor of Science Degree in Computer Science

The Bachelor of Science in Computer Science is a new program developed out of the Departments of Mathematics, Business Administration, and Electrical Engineering. The program has a business option, a hardware option, and a computation option. The El Paso area is the most populous region in the State without a baccalaureate program in computer science, and there is a demand in that area for this program. No special accreditation is required.

The program will be self-supporting under the formula generated income for the first year. Current facilities are adequate for the program although both facilities and equipment will be expanded and updated as money is generated through formula funding of the program. No new faculty will be needed to undertake the program and library resources for the program are adequate.

(c) Master of Science Degree in Nursing

A Master of Science Degree in Nursing program is needed in El Paso to provide advanced education opportunities for the many registered nurses in the El Paso area. The nursing education program has been expanded in El Paso and this request provides for the master's degree to be officially offered by U.T. El Paso. A master's program currently exists as an off-campus extension from The University of Texas at Austin. That program presently has fourteen students and eight of them will receive their master's degree this academic year. The proposed graduate program will be reviewed as a part of the normal accreditation by the National League for Nursing and the State Board of Nurse Examiners.

The program will be self-supporting under formula generated funds at the outset. No new facilities will be required and current library resources are adequate.

(d) Master in Public Administration Degree

The Master in Public Administration Degree is a professional degree designed to fulfill needs of public service employees for an advanced degree and those with interest in this area. The program will be administered by the Department of Political Science and no additional administrative structure is required. No special accreditation is required.

The program is projected to become self-supporting with formula generated funds within three years after its authorization. The current faculty in the Department of Political Science and the Department of Criminal Justice provide support for this program, but two new faculty in each Department are anticipated to be needed in the next five years as the program grows. Present library holdings are adequate to initiate the program.

(e) Master of Liberal Arts Degree

The Master of Liberal Arts Degree is for mature adults with baccalaureate degrees who desire to pursue their education in an organized way, but do not want or need a degree for their jobs or professions. The large populous in the El Paso area creates the demand for this kind of program to provide additional liberal arts education in an organized way, but without the specific career focus. No special accreditation of the program is required. The degree will be administered through the Department of Philosophy.

The program will be self-supporting from the outset and no new faculty or special facilities will be required. The program will complement the already active evening program of the University providing special services to the citizens of El Paso. Library facilities are adequate.

System Administration Recommendation

System Administration concurs in the recommendation of President Templeton that the new degree programs at U.T. El Paso for (a) Bachelor of Arts Degree in Anthropology, (b) Bachelor of Science Degree in Computer Science, (c) Master of Science Degree in Nursing, (d) Master in Public Administration Degree, and (e) Master of Liberal Arts Degree be approved and that these proposals be forwarded to the Coordinating Board for their consideration.

10. U. T. Permian Basin: Request to Establish a Master of Science Degree in Earth Science (Catalog Change). --

U.T. Permian Basin Degree Program Request

The University of Texas of the Permian Basin requests approval of a new degree program for a Master of Science Degree in Earth Science. U.T. Permian Basin further requests that this new degree proposal be forwarded to the Coordinating Board for consideration and that the degree program be effective upon approval of the institution's certification of funding.

Master of Science Degree in Earth Science

The Master of Science Degree in Earth Science at U.T. Permian Basin will provide an opportunity for individuals in that region of Texas to obtain advanced training in petrology, mineralogy, structural geology, petroleum geology, paleontology, stratigraphy, sedimentology, field geology, and energy resources. A program of this nature is particularly relevant in the Permian Basin where mineral and energy resources are so important. The program will be interdisciplinary in nature and will provide for independent study in the field as an additional laboratory experience. A thesis is required. Growth of this program is expected to be orderly and it has a significant growth potential. The West Texas Geological Society indicates that over 900 geologists are employed within the Odessa-Midland area. The program requires no separate accreditation. The program will be administered through the College of Science and Engineering.

The program is projected to be self-supporting from the beginning. Additional adjunct faculty will be added as the program level justifies. The library is adequate to initiate the program.

System Administration Recommendation

System Administration concurs in the recommendation of President Cardozier that the new degree program at U.T. Permian Basin for a Master of Science Degree in Earth Science be approved and that the proposal be forwarded to the Coordinating Board for their consideration.

11. U. T. San Antonio: Request to Establish (a) Bachelor of Arts Degree in American Culture Studies, (b) Bachelor of Arts Degree in Communication, (c) Bachelor of Music Degree, (d) Master of Music Degree, (e) Master of Arts Degree in Economics, and (f) Master of Professional Accountancy Degree (Catalog Change). --

U.T. San Antonio Degree Program Requests

The University of Texas at San Antonio requests approval of the following new degree programs:

- (a) Bachelor of Arts Degree in American Culture Studies
- (b) Bachelor of Arts Degree in Communication
- (c) Bachelor of Music Degree
- (d) Master of Music Degree
- (e) Master of Arts Degree in Economics
- (f) Master of Professional Accountancy Degree

U.T. San Antonio further requests that these degree proposals be forwarded to the Coordinating Board for their consideration to be effective upon approval by the Coordinating Board of the institution's certification of funding.

(a) Bachelor of Arts Degree in American Culture Studies

American Culture Studies is an interdisciplinary and integrative program relating to the culture of the United States leading to a Bachelor of Arts degree in American Culture Studies. The American Culture Studies program will use materials and methodologies from several disciplines to explore the interrelationships among the diverse elements of American culture and will provide a liberal arts foundation for careers in business, teaching, journalism, law, museum curating, advertising, government services, mass communications, administration, creative writing, public and social service. No special accreditation is involved. The American Culture Studies degree will be administered by a interdisciplinary committee representing the Division of Social Sciences; the Division of English, Classics, and Philosophy; the College of Business; and the College of Fine and Applied Arts; and will report to the Director of the Division of Social Sciences.

Total cost for the program above formula generated income for the first two years is \$7,621 (\$6,221 in 1977-78 and \$1,400 in 1978-79). These funds will temporarily come from surpluses generated in other programs. The program will be self-supporting under formula generated income in the third year and thereafter. No new facilities or equipment will be required. The program will utilize, for the most part, faculty already appointed at U.T. San Antonio. One new faculty member will be required in 1977-78 and another by 1980-81. The current collections and materials held by the U.T. San Antonio library are adequate for the proposed degree.

(b) Bachelor of Arts Degree in Communication

The Bachelor of Arts Degree in Communication provides basic education in the scope, methods and issues involved in the study of communication and includes a blend of artistic, experiential, and scientific approaches. The program is important preliminary training for positions requiring communication skills such as in education, sales, public relations, and broadcasting. The program will complement existing programs in Humanities and Social Sciences, Business, and Education. No special accreditation is required. The program will be administered by the Director of the Division of English, Classics and Philosophy.

The program is projected to be self-supporting under formula generated income in the first year. Existing facilities, including classroom space, equipment, social science laboratory, statistical laboratory, and computer facilities, are adequate to support this program. The program will require three new faculty members in 1977-78 and three additional faculty members by 1981-82 and their support will come from formula generated funds. The library is adequate to initiate this program.

(c) Bachelor of Music Degree

The Bachelor of Music Degree provides opportunity for talented students to study performance or music composition and to expand their performance capabilities for their personal edification. The degree provides the basic training to allow graduates to continue in music performance or composition as a profession or to qualify for graduate study. U.T. San Antonio is presently accredited by the Southern Association of Colleges and Schools. Additional accreditation for the Bachelor of Music Degree program will be requested from the National Association of Schools of Music. The Division of Music will administer the program.

The program will be self-supporting under formula generated income in the first year. Minimum facilities are currently available in the Arts Building. Although these facilities are inadequate for future space requirements, they will serve on a temporary basis until the addition to the Arts Building, funded by the 1974-75 Legislature, is completed in the Fall 1979. While the Bachelor of Music program will utilize existing faculty in the Division of Music at U.T. San Antonio, three new faculty members will be required in 1977-78 and three additional faculty members by 1981-82. Current library resources are adequate for this program.

(d) Master of Music Degree

The Master of Music Degree program will provide advanced study in music performance, music education, conducting, music literature, composition, and music theory. Graduates may teach or take advantage of professional playing opportunities and contribute to the culture of the state. Additional accreditation for the proposed Master of Music, above the present U.T. San Antonio graduate level accreditation by the Southern Association of Colleges and Schools, will be requested from the National Association of Schools of Music. The proposed program will be administered in the Division of Music.

The program will be self-supporting under formula generated income in the first year. Minimum facilities are currently available in the Arts Building. Although these facilities are inadequate for future requirements, they will satisfactorily serve until the addition to the Arts Building is completed in the Fall 1979. The Master of Music program will utilize the existing faculty in the Bachelor of Music Education program. New faculty requirements for 1977-78 are 4.5, with 2.5 additional faculty members needed by 1981-82. Current library resources are adequate.

(e) Master of Arts Degree in Economics

The Master of Arts Degree in Economics provides opportunity for advanced study of economic analysis to prepare students for professional economist careers in government, business, teaching and research. The emphasis is on economic theory with direct application to policy problems and public issues such as is

currently of interest to many government agencies, employers of business economists, urban and regional planners, and research institutes. The M.A. in Economics will strengthen current and pending programs in business, social science, and environmental studies. The program will be administered by the Division of Economics and Finance. The program requires no special accreditation.

The program will be self-supporting under formula generated income in the first year. The Master of Arts in Economics will require no new facilities or equipment. While most of the courses in the program will be taught by faculty members already in the Division of Economics and Finance, the additional course offerings will necessitate at least one full-time faculty member for the first year and one to two more by 1981-82. Current library resources are adequate for this program.

(f) Master of Professional Accountancy Degree

The Master of Professional Accountancy Degree provides a broad knowledge of the discipline of accounting, and an opportunity to concentrate in a selected aspect of accounting such as public accounting, nonpublic accounting, or taxation. In addition to providing professional specialization in accounting, the proposed MPA program will supplement U.T. San Antonio's ongoing MBA program which is designed to increase knowledge across the entire business spectrum. The MPA program will be administered in the Division of Accounting and Business Data Systems in the College of Business. No separate accreditation is required for the MPA program.

The program will be self-supporting under formula generated income in the first year. Present and planned facilities and equipment for other College of Business programs are adequate for the MPA program. The program will utilize existing faculty in the BBA and MBA programs and will require approximately 1.5 additional FTE faculty members for 1977-78. By 1981-82 an additional half faculty position will be required. The current library holdings are adequate.

System Administration Recommendation

System Administration concurs in the recommendation of President Flawn that new degree programs at U.T. San Antonio in (a) Bachelor of Arts Degree in American Culture Studies; (b) Bachelor of Arts Degree in Communication; (c) Bachelor of Music Degree; (d) Master of Music Degree; (e) Master of Arts Degree in Economics; and (f) Master of Professional Accountancy Degree be approved, and that the proposals be forwarded to the Coordinating Board for their consideration.

**Buildings &
Grounds Com.**

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BUILDINGS AND GROUNDS COMMITTEE
EMERGENCY ITEMS
December 10, 1976

Page
B & G

U. T. ARLINGTON

- 32. Remodeling of Hereford Student Union Building and Construction of University Bookstore: Report on Bids and Request to Expand Authorization of Special Committee to Make Combined Contract Award Subject to Completion of Project Funding 53

A combined bid was more advantageous.

U. T. AUSTIN

- 33. Animal Resources Center - Landscaping and Irrigation: Recommended Contract Award 54

- 34. Balcones Research Center - Civil Engineering Structures Research Laboratory (Structural Testing Area) - Floor/Wall Reaction System: Recommended Contract Award 55

- 35. College of Fine Arts and Performing Arts Center: Recommended Contract Award and Request for Additional Appropriation \$5,000,000 less than expected 56

- 36. Perry-Castañeda Library: Recommended Contract Awards for Furniture and Furnishings 58

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DALLAS HEALTH SCIENCE CENTER

- 37. Harry S. Moss Clinical Science Building: Recommended Contract Awards for Furniture and Furnishings 62

32. U. T. ARLINGTON: REMODELING OF HEREFORD STUDENT UNION BUILDING (PROJECT NO. 301-331) AND UNIVERSITY BOOKSTORE (PROJECT NO. 301-332) - REPORT OF BIDS AND REQUEST FOR EXPANDED AUTHORIZATION FOR SPECIAL COMMITTEE TO MAKE COMBINED CONTRACT AWARD, SUBJECT TO COMPLETION OF PROJECT FUNDING.--In accordance with authorization given at the Regents' Meeting held July 9, 1976, bids were called for and were received and opened on November 16, 1976, for the two projects, the Remodeling of Hereford Student Union Building and the University Bookstore, at The University of Texas at Arlington. Separate bids were requested for each building and also for a combined bid for the two buildings. The low combined bid of \$3,093,500.00 submitted by Walker Construction Company represents a savings of \$90,500.00 over the sum of the low separate bids. It would be to the advantage of the University to award a contract on the basis of the low combined bid.

The authority of the Committee requested in B & G Item 1 for Remodeling of the Hereford Student Union at this meeting should be expanded to permit the Committee also to award a construction contract for the University Bookstore on the basis of the low combined bid, within Committee approved funding based on System Administration's recommendations.

President Nedderman and System Administration recommend that the Board authorize the ~~Special Committee~~ requested at this meeting consisting of President Nedderman, Director Kristoferson, Associate Deputy Chancellor Landrum, Deputy Chancellor Walker, Committee Chairman Bauerle and Chairman Shivers to award a construction contract for both projects, the Remodeling of Hereford Student Union Building and the University Bookstore, subject to availability of funds for the projects as recommended by System Administration.

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33. U. T. AUSTIN: ANIMAL RESOURCES CENTER (PROJECT NO. 102-246) LANDSCAPING AND IRRIGATION - RECOMMENDED AWARD OF CONTRACT TO EVERGREEN LANDSCAPE, AUSTIN, TEXAS.--A building construction contract for the Animal Resources Center was awarded by the Board at the meeting held July 25, 1975. The project is approximately 75% finished with an expected completion date in April 1977. As part of the approved total project cost, funds were reserved for the future landscaping work for this project.

Landscaping bids were called for and were received, opened and tabulated on December 1, 1976 as shown below for the Landscaping and Irrigation for the Animal Resources Center at The University of Texas at Austin. The recommended award can be made within previously appropriated funds.

Bidder	Base Bid	Bidder's Bond
Brazos Valley Nursery, Bryan, Texas	\$51,530.00	5%
Evergreen Landscape, Austin, Texas	45,500.00	5%
McKinney & Moore, Inc., Jacksonville, Texas	50,695.00	5%
Texas Landscape Contractors, Inc., Austin, Texas	59,646.00	5%
Turner-Downs Corp., Austin, Texas	47,844.00	5%

President Rogers and System Administration recommend that the Board award the contract for Landscaping and Irrigation for the Animal Resources Center at The University of Texas at Austin to the low bidder, Evergreen Landscape, Austin, Texas in the amount of the base bid of \$45,500.00.

34. U. T. AUSTIN: BALCONES RESEARCH CENTER - CIVIL ENGINEERING STRUCTURES RESEARCH LABORATORY (STRUCTURAL TESTING AREA) - FLOOR/WALL REACTION SYSTEM (PROJECT NO. 102-360) - RECOMMENDED AWARD OF CONTRACT TO THOMAS HINDERER COMPANY, AUSTIN, TEXAS.--In accordance with authorization given at the Regents' Meeting held October 1, 1976, bids were called for and were received, opened and tabulated on November 18, 1976, as shown below for the Floor/Wall Reaction System of the Civil Engineering Structures Research Laboratory of the Balcones Research Center at The University of Texas at Austin.

Bidder	Base Bid	Bid Bond
Canyon Construction Company, Austin, Texas	\$157,000.00	5%
J. C. Evans Construction Co., Inc., Austin, Texas	169,000.00	5%
Thomas Hinderer Company, Austin, Texas	121,400.00	5%
B. L. McGee, Inc., Austin, Texas	130,000.00	5%
Jack A. Miller, Inc., Austin, Texas	168,000.00	5%

This project provides for construction of a structural floor slab and buttressed walls of structural concrete for increased capabilities in structural testing and experimentation. Funding for this project is available from U. T. Austin National Science Foundation Grant No. ENV 75-00192.

President Rogers and System Administration recommend that the Board:

- a. Award the construction contract for the Floor/Wall Reaction System of the Civil Engineering Structures Research Laboratory of the U. T. Austin Balcones Research Center to the low bidder, Thomas Hinderer Company, Austin, Texas in the amount of the Base Bid of \$121,400.00
- b. Authorize a revised total project cost of \$156,000.00 from Grant Funding to cover the recommended construction contract award, fees and miscellaneous expenses.

35. U. T. AUSTIN: COLLEGE OF FINE ARTS AND PERFORMING ARTS CENTER (PROJECT NO. 102-201) - RECOMMENDED AWARD OF CONTRACT TO ZAPATA WARRIOR CONSTRUCTORS, A DIVISION OF ZAPATA CONSTRUCTORS, INC., HOUSTON, TEXAS AND ADDITIONAL APPROPRIATION THEREFOR.--In accordance with authorization given at the Regents' Meeting held October 1, 1976, bids were called for and were received, opened and tabulated on December 2, 1976, as shown on the attached sheet for the remaining facilities planned for the College of Fine Arts and Performing Arts Center at The University of Texas at Austin. Separate single proposals for each division and a combination proposal for all divisions were requested and received for the remaining construction of (1) the Fine Arts Library and Administration Building, (2) the Concert Hall/Drama Workshop/Opera Lab and (3) the Music Building and Recital Hall. The acceptance of the low combination proposal No. 4 is to the advantage of the University.

Of the funds appropriated for this portion of the project, \$1,103,067.22 has been previously expended for fees and miscellaneous expenses and a remaining balance of \$180,954.03 is available to apply to the recommended total project cost.

President Rogers and System Administration recommend that the Board:

- a. Award the construction contract for the Fine Arts Library and Administration Building, the Concert Hall/Drama Workshop/Opera Lab and the Music Building and Recital Hall of the College of Fine Arts and Performing Arts Center at The University of Texas at Austin to the low bidder, Zapata Warrior Constructors, a division of Zapata Constructors, Inc., Houston, Texas in the amount of the low combination proposal No. 4 of \$31,590,000.00
- b. Authorize a total project cost of \$40,829,568.00 to cover the recommended building construction contract award, theatrical rigging and lighting equipment, orchestra shell, movable furnishings and equipment, air balancing, landscaping and irrigation, music practice room prefabricated modules, concert organ, construction scheduling allowance, fees and miscellaneous expenses
- c. Appropriate additional funds in the amount of \$39,545,546.75 from Permanent University Fund Bond proceeds to cover the total project cost.

THE COLLEGE OF FINE ARTS AND PERFORMING ARTS CENTER
 THE UNIVERSITY OF TEXAS AT AUSTIN, AUSTIN, TEXAS
 Bids Received at 2:00 P. M., December 2, 1976, in the Level 2 Dining Room, Ashbel Smith Hall
 The University of Texas System, Austin, Texas

Bidder	Proposal No. 1 Fine Arts Library and Administration Building	Proposal No. 2 Concert Hall, Drama Workshop, Opera Lab	Proposal No. 3 Music Building and Recital Hall	Proposal No. 4 for Total Project	Bid Bond
Algernon Blair, Inc., Montgomery, Alabama	No Bid	No Bid	No Bid	\$32,642,000.00	5%
J. W. Bateson Company, Inc., Dallas, Texas	No Bid	No Bid	No Bid	34,757,000.00	5%
Blount Brothers Corporation, Houston, Texas	No Bid	No Bid	No Bid	33,155,000.00	5%
Browning Construction Company, San Antonio, Texas	No Bid	\$19,000,000.00	No Bid	No Bid	5%
J. C. Evans Construction Company, Austin, Texas	\$4,620,000.00	No Bid	\$10,450,000.00	No Bid	5%
Kraus-Anderson of Texas, Inc., Dallas, Texas	No Bid	17,834,000.00	No Bid	No Bid	5%
Linbeck Construction Corporation, Houston, Texas	No Bid	No Bid	No Bid	33,000,000.00	5%
H. A. Lott, Inc., Houston, Texas	No Bid	No Bid	No Bid	31,650,000.00	5%
Lyda, Inc., San Antonio, Texas	No Bid	18,740,000.00	No Bid	32,265,000.00	5%
Manhattan Construction Company, Houston, Texas	No Bid	18,249,000.00	9,780,000.00	No Bid	5%
B. L. McGee, Inc., Austin, Texas	3,997,000.00	No Bid	No Bid	No Bid	5%
Robert E. McKee, Inc., El Paso, Texas	No Bid	No Bid	No Bid	33,200,000.00	5%
Olson Construction Company dba Texas Olson Construction Company, Dallas, Texas	No Bid	No Bid	No Bid	31,950,000.00	5%
Ricks Construction Company, Inc., Austin, Texas	4,698,000.00	No Bid	No Bid	No Bid	5%
Spaw-Glass, Inc., Houston, Texas	5,050,000.00	18,773,000.00	10,980,000.00	33,700,000.00	5%
Temple Associates, Inc., Diboll, Texas	No Bid	20,400,000.00	No Bid	No Bid	5%
Zapata Warrior Constructors, A Division of Zapata Constructors, Inc., Houston, Texas	No Bid	No Bid	No Bid	31,590,000.00	5%

36. U. T. AUSTIN: PERRY-CASTAÑEDA LIBRARY (PROJECT NO. 102-200) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO ROCKFORD FURNITURE AND CARPETS, AUSTIN, TEXAS; CENTRAL DISTRIBUTING COMPANY, SAN ANTONIO, TEXAS; MARK C. NORTON COMPANY, EL PASO, TEXAS; AND ABEL CONTRACT FURNITURE AND EQUIPMENT COMPANY, INC., AUSTIN, TEXAS.--Specifications for Furniture and Furnishings for the Perry-Castañeda Library at The University of Texas at Austin were prepared by the Office of Facilities Planning and Construction and bids called for. These bids were received, opened, and tabulated on November 30, 1976, as shown on the attached sheet.

Only one bid was received for Base Proposal "B", however the bid price was less than the pre-bid estimate. It is believed that a re-bid would not result in lower pricing. Also, a post-bid survey determined that two bidders were busy with other projects, one bidder preferred not to work in that location at this time and three bidders could not be responsive and obtain all the specified items.

Environ, Incorporated, the apparent low bidder for Base Proposal "F" submitted a bid bond which is inadequate to cover both the Base Bid "F" and the Add Alternate #1 to Base Bid "F". They were non-responsive to the call for bids in that the bid bond was required in the standard minimum of 5% of the amount bid. Abel Contract Furniture and Equipment Company, Inc. submitted the second low responsive bid for both the Base Bid and Add Alternate and their bond was in the minimum amount of 5% of both. Their bid price was below the pre-bid estimate for this proposal. Since the library staff has requested that we accept the add alternate, it is believed that awarding both Base Bid "F" and Add Alternate #1 to Base Bid "F" to the second low bidder is more favorable than awarding Base Proposal "F" to Environ and re-bidding and awarding the Add Alternate under separate contract.

It is therefore recommended by President Rogers and System Administration that award of contracts be made to the following bidders:

Rockford Furniture and Carpets,
Austin, Texas

Base Proposal "A" (General Furniture)	\$ 86,641.00	
Add Alternate #3 to Base Proposal "A" (Lounge Furniture)	38,475.36	
Add Alternate #4 to Base Proposal "A" (Lounge Furniture)	<u>22,007.08</u>	\$147,123.44
Base Proposal "B" (Special Steel Furn.)		<u>42,248.07</u>
Total Recommended Contract Award to Rockford Furniture and Carpets		189,371.51

Central Distributing Company,
San Antonio, Texas

Base Proposal "C" (Library Casework)	477,900.00	
Add Alternate #1 to Base Proposal "C" (Book Display Cabinets)	<u>2,250.00</u>	480,150.00

Mark C. Norton Company,
El Paso, Texas

Base Proposal "D" (Reader Chairs)		193,635.42
Base Proposal "E" (General Steel Furn.)	81,998.00	
Add Alternate #1 to Base Proposal "E"	<u>69,194.34</u>	
		<u>151,192.34</u>

Total Recommended Contract Award to Mark C. Norton Company		344,827.76
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Abel Contract Furniture & Equipment
Company, Inc., Austin, Texas

Base Proposal "F" (Panel System)	80,257.80	
Add Alternate #1 to Base Proposal "F"	<u>30,602.00</u>	
		<u>110,859.80</u>

Grand Total Recommended
Contract Awards

\$1,125,209.07

The funds necessary to cover these contract awards are available in the Furniture and Equipment Account for this project.

FURNITURE AND FURNISHINGS, PERRY-CASTANEDA LIBRARY, THE UNIVERSITY OF TEXAS AT AUSTIN, AUSTIN, TEXAS
 Bids Received at 2:00 P.M., November 30, 1976, at the Office of Facilities Planning and Construction,
 The University of Texas System, Austin, Texas

Bidder	Base Bid "A"	Add Alt. #1 to Base Bid "A"	Add Alt. #2 to Base Bid "A"	Add Alt. #3 to Base Bid "A"	Add Alt. #4 to Base Bid "A"	Add Alt. #5 to Base Bid "A"	Base Bid "B"	Base Bid "C"	Add Alt. #1 to Base Bid "C"
Abel Contract Furniture & Equipment Company, Inc., Austin, Texas	\$86,233.21	\$23,592.90	\$22,496.00	\$44,992.80	\$26,684.49	\$ 3,465.00	No Bid	No Bid	No Bid
Central Distributing Company, San Antonio, Texas	No Bid	----	----	----	----	----	No Bid	\$477,900.00	\$ 2,250.00
Educational & Institu- tional Cooperative Service, Inc., Dallas, Texas	No Bid	----	----	----	----	----	No Bid	No Bid	----
Environ, Inc., Dallas, Texas	No Bid	----	----	----	----	----	----	----	----
Library Bureau, Div. of Mohawk Valley Community Corp., Herkimer, New York	No Bid	----	----	----	----	----	----	645,758.00	2,266.50
Mark C. Norton Company, El Paso, Texas	85,112.31	22,457.20	20,424.84	44,298.96	26,371.20	2,010.40	No Bid	No Bid	No Bid
Rockford Furniture & Carpets, Austin, Texas	86,641.00	21,922.56	20,623.80	38,475.36	22,007.08	427.00	\$42,248.07	No Bid	----
Stein Furniture & Fixtures & Stein Lumber Co., a joint venture, Fredericks- burg, Texas	No bid	----	----	----	----	----	No Bid	531,164.62	2,294.49
Von Boeckmann-Jones Company, Austin, Texas	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

B & G - 60

B & G - 61

Bidder	Add Alt. #2 to Base Bid "C"	Base Bid "D"	Base Bid "E"	Add Alt. #1 to Base Bid "E"	Base Bid "F"	Add Alt. #1 to Base Bid "F"	Bidder's Bond
Abel Contract Furniture & Equipment Company, Inc., Austin, Texas	No Bid	\$200,626.00	\$84,283.78	\$77,436.00	\$80,257.80	\$30,602.00	5%
Central Distributing Company, San Antonio, Texas	\$53,490.00	249,752.00	No Bid	----	No Bid	----	5%
Educational & Institu- tional Cooperative Service, Inc., Dallas, Texas	----	222,169.92	No Bid	----	No Bid	----	5%
Environ, Inc., Dallas, Texas	----	----	----	----	76,256.60	31,175.52	5%
Library Bureau, Div. of Mohawk Valley Community Corp., Herkimer, New York	55,597.00	----	----	----	----	----	(Specified amt.: \$77,000.00)
Mark C. Norton Company, El Paso, Texas	No Bid	193,635.42	81,998.00	69,194.34	No Bid	No Bid	5%
Rockford Furniture & Carpets, Austin, Texas	----	198,508.62	82,909.72	104,037.54	86,943.74	37,261.68	5%
Stein Furniture & Fixtures & Stein Lumber Co., a joint venture, Fredericks- burg, Texas	48,077.22	No Bid	No Bid	----	No Bid	----	5%
Von Boeckmann-Jones Company, Austin, Texas	No Bid	228,440.49	No Bid	No Bid	No Bid	No Bid	\$11,422.02 (Cashier's Check)

37. DALLAS HEALTH SCIENCE CENTER: MOSS CLINICAL SCIENCE BUILDING (PROJECT NO. 303-114) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO ABEL CONTRACT FURNITURE AND EQUIPMENT COMPANY, INC., AUSTIN, TEXAS, AND ROCKFORD FURNITURE AND CARPETS, AUSTIN, TEXAS.--Specifications for Furniture and Furnishings for the Moss Clinical Science Building at The University of Texas Health Science Center at Dallas were prepared by the Office of Facilities Planning and Construction and bids called for. These bids were received, opened, and tabulated on December 2, 1976, as shown below:

Bidder	Base Bid "A"	Base Bid "B"	Base Bid "C"	Base Bid "D"
Abel Contract Furniture and Equipment Company, Inc., Austin, Texas	\$82,421.85	\$13,288.11	\$56,682.81	\$31,714.52
Controlled Buying Systems, Dallas, Texas	No Bid	15,921.33	No Bid	No Bid
Metroplex Business Interiors, Inc., Dallas, Texas	84,712.00	No Bid	No Bid	32,358.36
Mark C. Norton Co., El Paso, Texas	83,353.64	No Bid	58,230.73	31,882.84
Remco Office Products Co., Austin, Texas	No Bid	13,398.27	59,918.22	No Bid
Rockford Furniture and Carpets, Austin, Texas	91,978.85	13,823.93	59,081.43	30,652.72

Each bidder submitted with his bid a bidder's bond in the amount of 5% of the greatest amount bid except Controlled Buying Systems, who submitted a Cashier's Check in the amount of \$850.00.

It is recommended by President Sprague and System Administration that award of contracts be made to the following low bidders:

Abel Contract Furniture and Equipment Company, Inc., Austin, Texas

Base Proposal "A" (Steel Furniture)	\$82,421.85
Base Proposal "B" (Stools)	13,288.11
Base Proposal "C" (Wood Furniture)	<u>56,682.81</u>

Total Recommended Contract Award to Abel Contract Furniture and Equipment Company, Inc.	\$152,392.77
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Rockford Furniture and Carpets, Austin, Texas

Base Proposal "D" (Files)	<u>30,652.72</u>
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Grand Total Recommended Contract Awards	<u>\$183,045.49</u>
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The funds necessary to cover these contract awards are available in the Furniture and Equipment Account for this project.

BUILDINGS AND GROUNDS COMMITTEE
Committee Chairman Bauerle, Presiding

Date: December 10, 1976

Time: Following the Meeting of the Academic and Developmental
Affairs Committee

Place: Main Building, Suite 212
U. T. Austin
Austin, Texas

Page
B & G

U. T. SYSTEM

1. Grant Application Under Public Works
Capital Development and Investment
Program (P.L. 94-369, Sec. 107):
Request to Appoint Special Committee
to Take Necessary Actions Between
Meetings 4

U. T. ARLINGTON

2. College of Business Administration
Building: Request to Appoint Commit-
tee to Award Contracts for Furniture
and Furnishings 6
3. Remodeling of Life Science Building:
Presentation of Preliminary Plans and
Request for Authorization to Prepare
Final Plans 6
4. Athletic Stadium: Proposed Feasibility
Study, Request to Appoint Consultant and
Appropriation Therefor 6

U. T. AUSTIN

5. Addition to Pharmacy Building: Request
for Appropriation 7
6. Townes Hall (Law School Building) - Altera-
tions and Additions: Request for Additional
Appropriation 7

U. T. EL PASO

7. Renovation of Cotton Memorial Building for
Classrooms: Presentation of Preliminary
Plans and Request to Appoint Committee to
Approve Final Plans, to Advertise for Bids
and to Award Construction Contract 8

	<u>Page</u> <u>B & G</u>
8. Library Annex: Report of Committee, Request for Ratification of Contract Award and Approval of Project Cost	9
9. Special Events Center: Report of Committee and Request for Ratification of Contract Award for Furniture and Furnishings	10
 U. T. PERMIAN BASIN	
10. Student Housing (Mobile Home Units - Temporary) - Site Development: Proposed Easement for Underground Electric Service Lines	11
11. Water (Untreated) Sources: Proposed Easement for Underground Electric Service Line	11
 U. T. SAN ANTONIO	
12. Classroom and Office Building and Addition to Arts Building: Request to Appoint Committee to Award Construction Contract	11
 DALLAS HEALTH SCIENCE CENTER	
13. Dallas Southwestern Medical School - Harry S. Moss Clinical Science Building: Recommended Inscription on Plaque	12
14. Alteration and Expansion of Skillern Student Union Building - Phase I Expansion for Service and Support Facilities: Presentation of Preliminary Plans, Request for Authorization to Prepare Final Plans and Additional Appropriation	12
15. Landscaping, Irrigation and Site Development - Phase II: Report of Committee, Request for Ratification of Contract Award and Approval of Project Cost	13
 GALVESTON MEDICAL BRANCH	
16. Galveston Hospitals - Ambulatory Care Center and Parking Facility: Presentation of Preliminary Plans, Request for Authorization to Prepare Final Plans and Additional Appropriation	14

17. Galveston Medical School - Libbie Moody Thompson Basic Science Building - Alterations and Additions to Basic Science Teaching and Research Facilities: Request to Appoint Project Architect, for Authorization to Prepare Final Plans and Appropriation Therefor 14
18. Marine Biomedical Institute - Warehouse Facility: Request for Project and the Construction and Appropriation Therefor 14

HOUSTON HEALTH SCIENCE CENTER

19. Houston Medical School - Phase II Building: Recommended Inscription on Plaque 15
20. Houston Medical School (John H. Freeman Building, Phase I and Phases II and III), Public Health School (Phases I and II) and Speech and Hearing Institute: Request for Ratification of Contract for Thermal Energy Services 15

SAN ANTONIO HEALTH SCIENCE CENTER

21. San Antonio Dental School - Cafeteria and Other Support Facilities: Recommended Inscription on Plaque 31
22. Central Service Facility: Presentation of Final Plans and Request for Authorization to Advertise for Bids 31
23. Expansion - Phase IV: Presentation of Preliminary Plans and Request for Authorization to Prepare Final Plans 32

UNIVERSITY CANCER CENTER

24. The Lutheran Hospital (M. G. & Lillie A. Johnson Building) and Outpatient Clinic Expansion: Report of Committee and Request for Ratification of Contract Awards for Furniture and Furnishings (Bid III) 32
25. The Lutheran Hospital (M. G. & Lillie A. Johnson Building) and Outpatient Clinic Expansion and Cancer Research Addition, (6th and 7th Floors) of the M. D. Anderson Hospital and Tumor Institute: Request for Ratification of Contract for Thermal Energy Services 33

U. T. EL PASO

26. Master Plan - Completion of Major Portion of Remaining Facilities Requirements: Request for Appropriation 49

U. T. PERMIAN BASIN

27. Warehouse Facility: Request for Project and the Construction and Appropriation Therefor 49

GALVESTON MEDICAL BRANCH

28. Galveston Medical School - Learning Center (Formerly Auditorium Facilities): Presentation of Preliminary Plans, Request to Prepare Final Plans and Additional Appropriation Therefor 50

29. Galveston Medical School - Alterations and Additions to Basic Science Teaching and Research Facilities: Request for Approval of the Remodeling of Third and Fourth Floors of Keiller Building and Funding Therefor 50

U. T. ARLINGTON

30. Recommendation to Designate On-Campus Locations for Panhellenic Housing 51

DALLAS HEALTH SCIENCE CENTER

31. Dallas Southwestern Medical School - Ambulatory Care Center: Request for Project Authorization, Appointment of Project Architect and Appropriation Therefor 51

1. U. T. SYSTEM: GRANT APPLICATIONS UNDER PUBLIC WORKS CAPITAL DEVELOPMENT AND INVESTMENT PROGRAM (P.L. 94-369, SEC. 107) - APPOINTMENT OF SPECIAL COMMITTEE FOR NECESSARY ACTIONS BETWEEN MEETINGS.--On October 1, 1976 the above titled enactment provided federal funds for expediting award of construction contracts for local or state projects deferred due to lack of funds in areas where unemployment approached or exceeded the national average of 7.8%. Qualified applicants could submit grant requests for 100% federal funding of eligible projects commencing October 26, 1976. The cited enactment requires Federal approval or disapproval of the grant application within sixty days after submission and, where approved, construction must begin within ninety days. Within previous Board authorizations System Administration has completed and filed the necessary applications for eligible UT System projects.

When this federal enactment occurred, eligible UT System projects were in various stages of Board authorizations and/or completion of design and preparation for bidding. To meet the expedited schedule for grant applications and to obtain the necessary authorization and approvals between Board meetings, System Administration recommends appointment of a Special Committee, consisting of the Chief Administrative Officer at the institution concerned, Director Kristoferson, Associate Deputy Chancellor Landrum, Deputy Chancellor Walker, Committee Chairman Bauerle and Chairman Shivers, to take any and all actions associated with grant requirements and project funding or contract awards. Specific actions anticipated at this time for each of the eligible projects are enumerated below:

- a. U. T. ARLINGTON: REMODELING OF HEREFORD STUDENT UNION BUILDING (PROJECT NO. 301-331).--In accordance with the authorization given at the Board meeting of July 9, 1976, invitations for bids were issued with bids scheduled to be received on November 16, 1976. System Administration recommends that the Special Committee take the following action:

Award construction contract for this project, subject to availability of funds as recommended by System Administration.

- b. U. T. AUSTIN: WALLER CREEK IMPROVEMENTS (PROJECT NO. 102-343).--In accordance with the authorization given at the Board meeting October 1, 1976, invitations for bids were issued with bids scheduled to be received on December 1, 1976. System Administration recommends that the Special Committee take the following action:

Award construction contract for Phases I-B and II of this project, subject to availability of funds as recommended by System Administration.

- c. U. T. DALLAS: PHASE III CONFERENCE CENTER (PROJECT NO. 302-303).--In accordance with the authorization given at the Board meeting of October 1, 1976, invitations for bids were issued with bids scheduled to be received on November 23, 1976. System Administration recommends that the Special Committee take the following action:

Award construction contract for this project, subject to availability of funds as recommended by System Administration.

- d. U. T. EL PASO: SPECIAL EVENTS CENTER - SITE IMPROVEMENTS (PROJECT NO. 201-278).--Following the Board of Regents ratification of contract award for the building construction at their December 13, 1974 meeting, certain segments of site improvements were identified as future work. To complete this project System Administration recommends that the Special Committee take the following actions:
- (1) Approve final plans for this work
 - (2) Authorize advertisement for bids
 - (3) Award construction contract for this project, subject to availability of funds as recommended by System Administration.
- e. U. T. SAN ANTONIO: THIRD SEGMENT OF PHASE I SITE DEVELOPMENT (PROJECT NO. 401-153).--Following the award of the building construction contract by the Board at their meeting of February 4, 1972, the Board subsequently awarded the First and Second Segments of Site Development at their meetings of September 20, 1974 and July 25, 1975 respectively. In accordance with the earlier authorization to advertise the segments of site development separately, System Administration recommends that the Special Committee take the following actions:
- (1) Approve final plans for Third Segment of Site Development for this project
 - (2) Authorize advertisement for bids
 - (3) Award construction contract for this project, subject to availability of funds as recommended by System Administration.
- f. GALVESTON MEDICAL BRANCH: ADDITION TO ANIMAL FACILITY (PROJECT NO. 601-321) - INTERIOR FINISHING.--In accordance with the authorization given by the Board at their meeting of September 12, 1975 authorizing the completion of final plans for the interior finishing of the Animal Facility, System Administration recommends that the Special Committee take the following action:
- Approve negotiated agreement for addition of work to existing contract, or, award separate construction contract for this work, subject to availability of funds as recommended by System Administration.
- g. GALVESTON MEDICAL BRANCH: REMODELING (BY PHASES) OF EXISTING JOHN SEALY HOSPITAL (PROJECT NO. 601-296).--In accordance with the authorization given at the Board meeting of May 14, 1976, invitations for bids for the Phase I Remodeling of Existing John Sealy Hospital will be issued with bids scheduled to be received in January 1977. System Administration recommends that the Special Committee take the following action:
- Award construction contract for Phase I of this project, subject to availability of funds as recommended by System Administration.

- h. UNIVERSITY CANCER CENTER: M. D. ANDERSON - REMODELING (BY PHASES) OF PRESENT BUILDING (PROJECT NO. 703-291).--In accordance with the authorization given at the Board meeting of July 9, 1976, approving remodeling of the present M. D. Anderson Hospital by phasing, the invitations for bids for Phases I and II will be issued in the near future with bid openings to follow approximately four weeks thereafter. System Administration recommends that the Special Committee take the following action:

Award construction contract for Phases I and II of this project, subject to availability of funds as recommended by System Administration.

2. U. T. ARLINGTON: REQUEST FOR APPOINTMENT OF COMMITTEE TO AWARD FURNITURE CONTRACTS FOR COLLEGE OF BUSINESS ADMINISTRATION BUILDING (PROJECT NO. 301-255).--Specifications for the Furniture and Furnishings for College of Business Administration Building are being prepared by the Office of Facilities Planning and Construction, and bids will be called for and opened during the month of January 1977. In order that contracts can be awarded prior to the February 11, 1977 meeting of the Board of Regents, thereby allowing successful bidders adequate lead time to complete installation in accordance with current completion schedules, it is recommended by President Nedderman and System Administration that a committee composed of President Nedderman, Director Kristoferson, Associate Deputy Chancellor Landrum, Deputy Chancellor Walker, Committee Chairman Bauerle and Chairman Shivers be appointed and authorized to award contracts for Furniture and Furnishings for the College of Business Administration Building within the funds available.
3. U. T. ARLINGTON: REMODELING OF LIFE SCIENCE BUILDING (PROJECT NO. 301-299) - PRESENTATION OF PRELIMINARY PLANS AND REQUEST FOR AUTHORIZATION TO PREPARE FINAL PLANS.--In accordance with the authorization given at the Regents' meeting held July 9, 1976, preliminary plans and specifications for the Remodeling of Life Science Building at The University of Texas at Arlington, Arlington, Texas, have been prepared by the Project Architect Albert S. Komatsu and Associates, Fort Worth, Texas. This project will provide improved and expanded facilities for the Department of Psychology and the Department of Biology into space presently occupied by the College of Business Administration which will soon be moving to their new facility.

President Nedderman and System Administration recommend that the Board:

- a. Approve the preliminary plans and specifications for the Remodeling of Life Science Building at The University of Texas at Arlington at an estimated total project cost of \$1,600,000.00
 - b. Authorize the preparation of final plans and specifications which will be brought to the Board at a future meeting.
4. U. T. ARLINGTON: ATHLETIC STADIUM - REQUEST FOR AUTHORIZATION FOR FEASIBILITY STUDY, APPOINTMENT OF CONSULTANT AND APPROPRIATION THEREFOR.--With a campus enrollment of 20,000 anticipated by 1985 the Long Range Planning Committee and the Athletic Council at The University of Texas at Arlington recommend that a study be initiated for the feasibility of constructing an on-campus stadium. Prior to recommending a specific project authorization, a detailed

BUILDINGS AND GROUNDS COMMITTEE

SUPPLEMENTAL MATERIAL

December 10, 1976

U. T. ARLINGTON

4. Athletic Stadium - Feasibility Study: Proposed Consultants.--

Schricket, Rollins and Associates, Inc.

Arlington, Texas

Preston M. Geren & Associates

Fort Worth, Texas

Albert S. Komatsu & Associates

Fort Worth, Texas

Growald Architects

Fort Worth, Texas

investigation and feasibility study should be prepared to define the required project scope, campus site location and estimated cost. This facility will serve not only for intercollegiate football but as an intramural facility, soccer field and track. The proposed study will develop a plan which will indicate stages of development from a minimal facility up to whatever the need will justify. At the present time U. T. Arlington football games are played at Texas Stadium and this has not worked out very well.

President Nedderman and System Administration recommend that the Board:

- a. Authorize a feasibility study for an athletic stadium at The University of Texas at Arlington
 - b. Appoint a consultant from a list to be submitted at the meeting to work with a Planning Committee from The University of Texas at Arlington and the Office of Facilities Planning and Construction staff in preparing a feasibility study, with recommendations to be brought to a future Board meeting for consideration
 - c. Appropriate \$20,000.00 from U. T. Arlington Unappropriated Plant Funds -- Interest on Bond proceeds for the feasibility study, including fees and related expenses.
5. U. T. AUSTIN: ADDITION TO PHARMACY BUILDING (PROJECT NO. 102-351) - REQUEST FOR APPROPRIATION OF PROJECT COST.--In accordance with the authorization given at the Regents' meeting held May 14, 1976, U. T. Austin Administration has undertaken the early planning work to determine the programmatic requirements for space and functions to be included in the Addition to the Pharmacy Building at The University of Texas at Austin, Austin, Texas. Preliminary analysis of these requirements results in an estimated total project cost of \$7,000,000.00. The evaluation of the preliminary programmatic requirements provides a basis for establishing the extent of topographic surveys and soils investigations, and the scope of design to be undertaken by White, Budd, Van Ness Partnership, the appointed Project Architect.

*Checked in letter
10/27/76*

System Administration recommends that the Board approve the estimated total project cost of \$7,000,000.00 and appropriate an additional sum of \$6,945,000.00 from Permanent University Fund Bond proceeds, \$55,000.00 having been previously appropriated from Interest on Bond proceeds.

6. U. T. AUSTIN: ALTERATIONS AND ADDITIONS TO TOWNES HALL (THE LAW SCHOOL BUILDING) - (PROJECT NO. 102-330) - REQUEST FOR ADDITIONAL APPROPRIATION FOR PROJECT.--At the Regents' meeting held on October 1, 1976, a Committee consisting of President Rogers, Director Kristoferson, Associate Deputy Chancellor Landrum, Deputy Chancellor Walker, Committee Chairman Bauerle, and Board Chairman Shivers was appointed to approve final plans for new construction, advertising for bids and the award of a construction contract for the new addition to Townes Hall (The Law School Building) at The University of Texas at Austin. Bids for the new addition will be received in late December 1976. In order for the appointed Committee to award a construction contract within available project funds, it is now timely for an additional appropriation to be approved for this project.

President Rogers and System Administration recommend that the Board appropriate an additional sum of \$11,588,000.00 from Permanent University Fund Bond proceeds to cover the total project cost, \$412,000.00 having been previously appropriated for necessary fees and related project expenses.

7. U. T. EL PASO: RENOVATION OF COTTON MEMORIAL CLASSROOM FACILITY - (PROJECT NO. 201-336) - PRESENTATION OF PRELIMINARY PLANS FOR RENOVATION; REQUEST FOR APPOINTMENT OF COMMITTEE TO APPROVE FINAL PLANS, ADVERTISING FOR BIDS, AND AWARD OF CONSTRUCTION CONTRACT.--In accordance with the project authorization given at the Regents' meeting held September 12, 1975, preliminary plans and specifications for the Renovation of Cotton Memorial Classroom Facility at The University of Texas at El Paso have been prepared by the Project Architect, Davis and Whelchel, Architects and Engineers, El Paso, Texas.

The Mass Communications Department is in the process of being upgraded and strengthened academically. However, space is badly needed to unify the instructional and specialized laboratory facilities for Radio, Television and Journalism. This space has been made available in Cotton Memorial by the relocation of the Department of Art to the new Fine Arts Building. However, the removal of kilns, clay bins, etc., has left the building in a poor state of repair. Therefore, the Renovation of Cotton Memorial Building has been authorized.

To expedite the project schedule and to endeavor to overcome anticipated cost escalation, the Project Architects have been instructed to present the preliminary plans and then to proceed into preparation of final plans, to be presented to a committee for final plan approval.

President Templeton and System Administration recommend that the Board:

- a. Approve the preliminary plans and the design development prepared by the Project Architect, Davis and Whelchel, Architects and Engineers for the Renovation of Cotton Memorial Classroom Facility
- b. Authorize the completion of final plans and specifications for the renovation at an estimated total project cost of \$646,000.00
- c. Appoint a committee consisting of President Templeton, Director Kristoferson, Associate Deputy Chancellor Landrum, Deputy Chancellor Walker, Committee Chairman Bauerle, and Board Chairman Shivers to approve final plans for the renovation, advertising for bids and the award of construction contract within available funds, which have been previously appropriated.

Bidding results of the new construction will be presented to the Board for ratification of award at a future meeting.

8. U. T. EL PASO: LIBRARY ANNEX (PROJECT NO. 201-337) - REPORT OF COMMITTEE AND REQUEST FOR RATIFICATION OF AWARD OF CONTRACT TO URBAN GENERAL CONTRACTORS, INC., EL PASO, TEXAS.--In accordance with authorization given at the Regents' meeting held July 9, 1976, bids were called for and were received, opened and tabulated on October 28, 1976, as shown below for the Library Annex at The University of Texas at El Paso:

Bidder	Base Bid	Add Alt. No. 1	Bidder's Bond
Babenco Development Co., Inc. El Paso, Texas	\$ 680,000.00	\$ 59,200.00	5%
Croom Construction Company El Paso, Texas	664,700.00	69,900.00	5%
C. A. Goetting Company, Inc. El Paso, Texas	698,000.00	68,000.00	5%
Hines-Boyd General Contractors, Inc. El Paso, Texas	676,000.00	76,000.00	5%
John R. Lavis General Contractor, Inc., El Paso, Texas	676,900.00	64,900.00	5%
Ponsford Brothers, El Paso, Texas	679,000.00	69,000.00	5%
Prati & Prati General Contractors, Inc., El Paso, Texas	699,900.00	76,900.00	5%
Wally Sheid, Inc., El Paso, Texas	687,400.00	73,400.00	5%
Urban General Contractors, Inc., El Paso, Texas	661,800.00	66,900.00	5%
Wardson Construction, Inc., El Paso, Texas	669,000.00	69,921.00	5%

The Special Committee, appointed at the July 9, 1976 Board meeting, consisting of President Templeton, Director Kristoferson, Associate Deputy Chancellor Landrum, Deputy Chancellor Walker, Committee Chairman Bauerle and Board Chairman Shivers, has awarded a construction contract within previously appropriated funds for this project to Urban General Contractors, Inc., El Paso, Texas, the low bidder, for the Library Annex at The University of Texas at El Paso as follows:

Base Bid	\$661,800.00
Add Alternate No. 1 (Add Mezzanine)	<u>66,900.00</u>
Total Contract Award	<u>\$728,700.00</u>

President Templeton and System Administration recommend that the Board:

- a. Ratify the action taken by the Committee in awarding the construction contract as outlined above for the Library Annex at The University of Texas at El Paso
- b. Approve a total project cost of \$1,053,000.00 to cover the construction contract award, movable furnishings and equipment, air balancing, landscaping, fees and miscellaneous expenses.

9. U. T. EL PASO: SPECIAL EVENTS CENTER (PROJECT NO. 201-278) - REPORT OF COMMITTEE AND REQUEST FOR RATIFICATION OF CONTRACT AWARD FOR FURNITURE AND FURNISHINGS TO STEWART OFFICE SUPPLY COMPANY, DALLAS, TEXAS. --In accordance with authorization given at the meeting of the Board of Regents held on July 9, 1976, bids were called for and were received, opened and tabulated on September 8, 1976, as shown below for Furniture and Furnishings for the Special Events Center, The University of Texas at El Paso:

Bidder	Base Bid "A"	Base Bid "B"	Bidder's Bond
Abel Contract Furniture and Equipment Company, Inc., Austin, Texas	\$24,829.00	No Bid	5%
Business Products and Services, Inc., El Paso, Texas	24,166.24	No Bid	5%
Norton Brothers, Inc., El Paso, Texas	26,696.41	No Bid	\$1,334.84
Stewart Office Supply Company, Dallas, Texas	24,560.70	No Bid	5%

The apparent low bidder for Base Proposal "A" (General Furniture) is Business Products and Services, Inc. with a bid of \$24,166.24. The bid submitted by Business Products and Services, Inc. contains alternate items which were not approved by OFPC addendum prior to opening of bids.

No bids were received for Base Proposal "B" (Carpet). Invitations for bids were mailed to six dealers. Telephone inquiries to the prospective bidders indicates that the job is too small (500 square yards; estimated value of \$5,500.00) and the location is too remote to interest them. The carpet will be procured by local purchase order.

The Special Committee appointed at the July 9, 1976 Board meeting consisting of President Templeton, Director Kristoferson, Deputy Chancellor Walker, Committee Chairman Bauerle and Board Chairman Shivers has awarded a contract within funds available for this project to Stewart Office Supply Company, the responsive low bidder, for Furniture and Furnishings for Special Events Center at The University of Texas at El Paso in the amount of the Base Bid "A" of \$24,560.70.

President Templeton and System Administration recommend that the Board ratify the action taken by the Committee above for Furniture and Furnishings for the Special Events Center at The University of Texas at El Paso.

10. U. T. PERMIAN BASIN - STUDENT HOUSING (MOBILE HOME UNITS - TEMPORARY) - SITE DEVELOPMENT: REQUEST FOR AUTHORIZATION TO GRANT AN EASEMENT TO THE TEXAS ELECTRIC SERVICE COMPANY FOR TWO UNDERGROUND ELECTRIC SERVICE LINES.-- In order to provide electric service to the site of the Student Housing (Mobile Home Units - Temporary) at The University of Texas of the Permian Basin, the Texas Electric Service Company has requested an underground easement ten feet in width for each of two power lines, under, across and through that certain tract or parcel of land containing 588 acres in Section 18, Block 41, T-2-S, T&P RR Company Survey, Ector County, Texas. The property is more particularly described in that certain deed recorded in Volume 575, Pages 595 and 601, of the Deed Records of Ector County, Texas.

The proposed easement is more fully described in the easement document which will be available for examination at the Board of Regents' meeting.

President Cardozier and System Administration recommend that authorization be given by the Board of Regents for such an easement to be executed by the Chairman after approval as to content by Deputy Chancellor Walker and as to form by an attorney of the Office of General Counsel.

11. U. T. PERMIAN BASIN: WATER (UNTREATED) SOURCES (PROJECT NO. 501-283) - REQUEST FOR AUTHORIZATION TO GRANT AN EASEMENT TO THE TEXAS ELECTRIC SERVICE COMPANY FOR AN UNDERGROUND ELECTRIC SERVICE LINE.--In order to provide electric service to the Untreated Water Pumping Station in the northeast section of the campus of The University of Texas of the Permian Basin, the Texas Electric Service Company has requested a ten foot wide underground easement under, across and through that certain tract or parcel of land containing 588 acres in Section 18, Block 41, T-2-S, T&P RR Company Survey, Ector County, Texas. The property is more particularly described in that certain deed recorded in Volume 575, pages 595 and 601, of the Deed Records of Ector County, Texas.

The proposed easement is more fully described in the easement document which will be available for examination at the Board meeting.

President Cardozier and System Administration recommend that authorization be given by the Board for such an easement to be executed by the Chairman of the Board after approval as to content by Deputy Chancellor Walker and as to form by an attorney of the Office of General Counsel.

12. U. T. SAN ANTONIO: CLASSROOM AND OFFICE BUILDING AND ADDITION TO ARTS BUILDING (PHASE II BUILDINGS) (PROJECT NO. 401-334) - REQUEST FOR APPOINTMENT OF A COMMITTEE TO AWARD A CONSTRUCTION CONTRACT.--In accordance with authorization given at the Regents' meeting held October 1, 1976, the bidding documents for the Phase II Buildings at The University of Texas at San Antonio have been issued to bidders. Bids are scheduled to be received on December 21, 1976. The appointment of a Committee for the award of a construction contract prior to the scheduled Regents' meeting in February 1977 would expedite the early start of construction.

Accordingly, it is recommended that the Board appoint a Committee consisting of President Flawn, Director Kristoferson, Associate Deputy Chancellor Landrum, Deputy Chancellor Walker, Committee Chairman Bauerle and Board Chairman Shivers to award a construction contract within previously appropriated funds for the Phase II Buildings at The University of Texas at San Antonio.

The results of the Committee action will be presented to the Board at a future meeting.

13. DALLAS HEALTH SCIENCE CENTER (DALLAS SOUTHWESTERN MEDICAL SCHOOL): HARRY S. MOSS CLINICAL SCIENCE BUILDING (PROJECT NO. 303-114) - RECOMMENDED INSCRIPTION ON PLAQUE.--It is recommended that the inscription as set out below be approved for the plaque to be placed on the Harry S. Moss Clinical Science Building of the Dallas Southwestern Medical School at The University of Texas Health Science Center at Dallas. This inscription follows the standard pattern approved by the Board at the meeting held October 1, 1966.

HARRY S. MOSS CLINICAL SCIENCE BUILDING

1974

BOARD OF REGENTS

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Charles A. LeMaistre, M. D.
Chancellor, The University
of Texas System
Charles C. Sprague, M. D.
President, The University
of Texas Health Science
Center at Dallas

Fisher and Spillman, Inc., and
Preston M. Geren and Associates
Project Architect
LaRoe Building Company, Inc.
Contractor

14. DALLAS HEALTH SCIENCE CENTER: ALTERATION AND EXPANSION OF SKILLERN STUDENT UNION BUILDING - PHASE I EXPANSION FOR SERVICE AND SUPPORT FACILITIES (PROJECT NO. 303-349) - PRESENTATION OF PRELIMINARY PLANS AND REQUEST FOR AUTHORIZATION TO PREPARE FINAL PLANS AND ADDITIONAL APPROPRIATION THEREFOR.--In accordance with the authorization given at the Regents' meeting held May 14, 1976, preliminary plans and specifications for the construction of the Phase I Alteration and Expansion of the Skillern Student Union Building at the Dallas Health Science Center have been prepared by the Project Architect, Fisher and Spillman, Architects, Inc., Dallas, Texas. These plans and specifications provide an expansion of approximately 14,500 gross square feet for service and support facilities at an estimated total project cost of \$890,000.00.

President Sprague and System Administration recommend that the Board:

- a. Approve the preliminary plans and outline specifications at an estimated total project cost of \$890,000.00 and authorize the Project Architect to prepare final plans and specifications for consideration of the Board at a future meeting
- b. Approve an additional appropriation of \$875,000.00 for total project funding from the sources listed below, \$15,000.00 having been previously appropriated:

\$835,000.00 from Dallas Health Science Center
Plant Fund Account No. 671008

\$ 40,000.00 from Dallas Health Science Center
Plant Fund Account No. 675008

15. DALLAS HEALTH SCIENCE CENTER: LANDSCAPING, IRRIGATION AND SITE DEVELOPMENT - PHASE II (PROJECT NO. 303-333) - REPORT OF COMMITTEE AND REQUEST FOR RATIFICATION OF AWARD OF CONTRACT TO HAWKINS NURSERY AND LANDSCAPE CO., INC.--In accordance with authorization given at the Regents' meeting held October 1, 1976, bids were called for and were received, opened and tabulated on October 26, 1976, as shown below for Landscaping, Irrigation and Site Development, Phase II, Dallas Health Science Center.

Bidder	Base Bid	Add Alt. No. 1	Add Alt. No. 2
Crookham & Vessels, Inc. Sherman, Texas	\$ 89,900.00	\$10,935.00	\$14,050.00
Hawkins Nursery & Landscape Co., Inc., Dallas, Texas	75,340.00	11,861.00	10,676.00
Jensen & Walker, Inc. Carrollton, Texas	97,901.00	8,333.00	10,357.00
Landscape Design & Construc- tion, Inc., Dallas, Texas	118,111.00	12,082.00	16,170.00
McKinney & Moore, Inc. Jacksonville, Texas	94,707.00	10,712.00	14,425.00
Southwest Landscape Nursery Company, Inc., Dallas, Texas	89,151.00	5,391.00	9,194.00
Texas Landscape Contractors Austin, Texas	79,300.00	7,900.00	12,700.00
W. S. Wolfe Company, Houston, Texas	136,660.40	14,484.00	20,204.40

All bidders submitted bid bonds in the amount of 5% except Jessen & Walker, Inc. who submitted a cashier's check in the amount of \$6,189.40 and W. S. Wolfe Company who submitted both a cashier's check in the amount of \$3,750.00 and a bid bond for an amount not to exceed \$5,000.00.

The Special Committee, appointed at the October 1, 1976 Board meeting, consisting of President Sprague, Director Kristoferson, Associate Deputy Chancellor Landrum, Deputy Chancellor Walker and Committee Chairman Bauerle, has awarded a construction contract within previously appropriated funds for this project to Hawkins Nursery and Landscape Co., Inc., the low bidder, for the Landscaping, Irrigation and Site Development, Phase II as follows:

Base Bid	\$75,340.00
Add Alternate #2 (Additional plant material and irrigation work)	<u>10,676.00</u>
Total Contract Award	<u>\$86,016.00</u>

President Sprague and System Administration recommend that the Board:

- a. Ratify the action taken by the Committee in awarding the construction contract as outlined above for the Landscaping, Irrigation and Site Development, Phase II
- b. Approve a total Project Cost of \$97,576.00 to cover the construction contract award, landscaping, fees and miscellaneous expenses.

16. GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS): AMBULATORY CARE CENTER AND PARKING FACILITY (PROJECT NO. 601-335) - PRESENTATION OF PRELIMINARY PLANS, REQUEST FOR AUTHORIZATION TO PREPARE FINAL PLANS AND ADDITIONAL PROJECT APPROPRIATION.--In accordance with the project authorization given at the Regents' meeting held March 26, 1976, preliminary plans and specifications have been prepared by the firm of Page Southerland Page, Austin, Texas, Project Architect for the Ambulatory Care Center, and the firm of Louis Lloyd Oliver and Tibor Beerman, Galveston, Texas, Project Architect for the Associated Parking Facility at The University of Texas Medical Branch at Galveston. These plans and specifications provide for a building of approximately 175,000 square feet and structured parking for approximately 400 cars at an estimated total project cost of \$18,700,000.00.

President Levin and System Administration recommend that the Board:

- a. Approve the preliminary plans and outline specifications at an estimated total project cost of \$18,700,000.00, and authorize the Project Architects to prepare final plans and specifications for consideration of the Board at a future meeting
- b. Appropriate \$18,515,000.00 for total project funding from Permanent University Fund Bond proceeds, \$185,000.00 having been previously appropriated from the same source.

17. GALVESTON MEDICAL BRANCH (GALVESTON MEDICAL SCHOOL): ALTERATIONS AND ADDITIONS TO BASIC SCIENCE TEACHING AND RESEARCH FACILITIES, LIBBIE MOODY THOMPSON BASIC SCIENCE BUILDING - REQUEST FOR APPOINTMENT OF PROJECT ARCHITECT, PREPARATION OF FINAL PLANS TO ENCLOSE EXISTING FIRST LEVEL AND APPROPRIATION THEREFOR.--The Galveston Medical Branch has an urgent requirement to expand Basic Science Teaching and Research Facilities. The most expedient and economical approach is to remove various office areas within the upper levels of the Libbie Moody Thompson Basic Science Building and allow the adjacent teaching and research facilities to expand in place. The first level of the building contains only an elevator lobby and building equipment rooms. Approximately 7,500 square feet of open space is available on Level One for enclosure and conversion into offices to replace the offices removed from the upper levels.

President Levin and System Administration recommend that the Board:

- a. Appoint Louis Lloyd Oliver and Tibor Beerman Architects, Galveston, Texas, as Project Architect for the enclosure of approximately 7,500 sq. ft. of space on Level One of the Libbie Moody Thompson Basic Science Building at an estimated total project cost of \$500,000.00, with authorization for the preparation of final plans and specifications to be presented to the Board for approval at a future meeting
- b. Appropriate \$30,000 from Galveston Medical Branch Project Allocation Funds to cover fees and miscellaneous expenses through the preparation of final plans.

18. GALVESTON MEDICAL BRANCH (MARINE BIOMEDICAL INSTITUTE): WAREHOUSE FACILITY - REQUEST FOR PROJECT AUTHORIZATION AND CONSTRUCTION AND APPROPRIATION THEREFOR.--The Galveston Medical Branch has found an increasing need for a Warehouse Facility to store equipment and supplies associated with the Research Vessel Operations of the Marine Biomedical Institute. The most cost effective solution is

the construction of a pre-engineered metal building northwest of the existing Marine Science Institute Building at Galveston. The Building would contain approximately 2,400 square feet at an estimated total project cost of \$45,000.00.

President Levin and System Administration recommend that the Board:

- a. Authorize the construction of a warehouse for the Marine Biomedical Institute Facilities at The University of Texas Medical Branch at Galveston at an estimated total project cost of \$45,000.00.
 - b. Authorize completion of the Warehouse Facility through all necessary actions of the Galveston Medical Branch Administration and Physical Plant Department with their own forces, or through contract services, in consultation with the Office of Facilities Planning and Construction
 - c. Authorize an appropriation of \$45,000.00 from Galveston Medical Branch Project Allocation Account.
19. HOUSTON HEALTH SCIENCE CENTER (HOUSTON MEDICAL SCHOOL): PHASE II BUILDING (PROJECT NO. 701-146) - RECOMMENDED INSCRIPTION ON PLAQUE.-- It is recommended that the inscription as set out below be approved for the plaque to be placed on the Houston Medical School Phase II Building at The University of Texas Health Science Center at Houston. This inscription follows the standard pattern approved by the Board at the meeting held October 1, 1966.

PHASE II BUILDING
THE UNIVERSITY OF TEXAS MEDICAL SCHOOL AT HOUSTON

1973

BOARD OF REGENTS

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Dan C. Williams, Vice-Chairman
James E. Bauerle, D. D. S.
Edward Clark
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Jenkins Garrett
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Joe T. Nelson, M. D.
Allan Shivers

Charles A. LeMaistre, M. D.
Chancellor, The University
of Texas System
John Victor Olson, D. D. S.
Acting President
The University of Texas Health
Science Center at Houston

Brooks, Barr, Graeber, White, Inc.
Project Architect
Blount Brothers Corporation,
Contractor

20. HOUSTON HEALTH SCIENCE CENTER: HOUSTON MEDICAL SCHOOL (JOHN H. FREEMAN BUILDING, PHASE I AND PHASES II AND III), PUBLIC HEALTH SCHOOL (PHASES I AND II) AND THE SPEECH AND HEARING INSTITUTE - REQUEST FOR RATIFICATION OF CONTRACT WITH HOUSTON NATURAL GAS CORPORATION FOR THERMAL ENERGY SERVICES.--At the July 9, 1976 Board meeting, authorization was obtained for the Director of the Office of Facilities Planning and Construction to initiate all actions with Houston Natural Gas Corporation to provide thermal energy services for the Houston Medical School, Phases I, II and III; School of Public Health, Phases I and II; and the Speech and Hearing Institute. The Board further authorized execution of the contract with Houston Natural Gas Corporation by Board Chairman Shivers after approval as to content by Deputy Chancellor Walker and as to legal form by an attorney of the Office of General Counsel.

President Berry and System Administration recommend that the Board ratify the executed contract dated August 10, 1976 which is reproduced on Pages B & G - 16 - 30.

CONTRACT FOR CHILLED WATER AND STEAM SERVICE
HOUSTON NATURAL GAS CORPORATION

THIS AGREEMENT, made and entered into by and between Houston Natural Gas Corporation, a Texas corporation, herein after called "Seller", and the Board of Regents of the University of Texas System for the use and benefit of the University of Texas Health Science Center at Houston facilities at Houston, Texas hereinafter called "Buyer", witnesseth:

That Seller, in consideration of the covenants of this Agreement, and subject to the provisions of this Agreement, does, by these presents, covenant and agree to and with Buyer to furnish and supply to Buyer from Seller's central plant to be constructed within the Texas Medical Center in Houston, Harris County, Texas, all chilled water and steam service for space cooling, space heating, and steam processes as required in the operation of Buyer's buildings constituting the following points of delivery:

1. Speech and Hearing Institute
2. School of Public Health (Phase I & II)
3. John Freeman Building, Medical School (Phase I)
4. Medical School (Phase II & III)

all located in the Texas Medical Center, Houston, Harris County, Texas.

Now therefore, in consideration of the premises, the undersigned parties hereby agree as follows:

1.

DEFINITIONS

Wherever used herein, the following terms have the following meanings:

(a) "The Center" means the area and Customers now constituting the Texas Medical Center and such area and Customers as may be added thereto from time to time by written agreement of Seller and Texas Medical Center, Inc. ("Medical Center").

(b) "The Plant" means the chilling and heating equipment

and other facilities installed at a location within the Center by Seller for the purpose of chilling water and producing steam to be distributed to Customers within the Center.

(c) "Connected Chilled Water Load" means the aggregate capacity of chiller equipment that would be required to meet the maximum instantaneous air conditioning needs of all Customers within the Center through individual installations.

(d) "The Distribution System" or "The System" means the system necessary to transmit to its customers throughout the Center the chilled water and steam produced by the Plant, regulate it, measure it, and return it to the Plant.

(e) "Operating Year" means any consecutive twelve-month period commencing on the first day of the month next following the date of beginning of continuous, permanent service from the Plant, or any anniversary thereof.

(f) "Return" means the net revenues derived during any twelve-month period by Seller from the operation of the Plant and Distribution System and shall be determined by subtracting from the gross revenues paid by Customers for service during a twelve-month period the following expenses (all of which expenses shall be limited to those appropriately related to operation of the Plant and Distribution System) for said twelve-month period:

- (1) All production, maintenance, and operating expenses, including, without limitation, cost of gas, electricity and water consumed. Cost of gas will be determined by applying Seller's applicable standard contract rate 606, or such other standard rate as may replace it.
- (2) All transmission and distribution expenses incurred in the operation and maintenance of the piping, the measuring and regulating equipment, and all related facilities.
- (3) All insurance premiums. Seller shall keep Medical Center advised of the type and extent of its insurance coverage and Medical Center shall have the right to determine the adequacy and reasonableness of such coverage.
- (4) An amount equal to 17.5% of the foregoing items numbered (1), (2) and (3) less cost of gas (but not less than a total

of \$1,000 in any one month), to cover all customers accounting, billing and collecting, and allocated administrative and general expense.

- (5) All taxes and governmental impositions of any nature paid or incurred upon the Plant, the System, or the services or revenues directly associated therewith, except income taxes.
- (6) Depreciation at the annual rate of 5% on depreciable assets installed new by Seller and at an annual rate based on estimated remaining useful life on depreciable assets acquired from customers and reused in the Plant or System, calculated in each case by the straight line method of depreciation accounting.
- (7) A provision for Federal, and if and when applicable, State, income taxes calculated by direct application of the applicable statutory tax rates to the net taxable revenues remaining after deducting from the gross revenues the items numbered (1) through (6) above, and after deducting an additional amount for interest at the rate of 6% on an assumed indebtedness of 60% of Seller's Investment in the Plant and Distribution System. It is contemplated that the provision for income taxes will be calculated, in general, as though the Plant and Distribution System were operated by a separate corporate entity, except that the Rate Base increment described in the next to last sentence of paragraph (h) will be credited for reduction in Seller's actual income taxes in the case of net loss, and except that the provision for income taxes will not take into account liberalized depreciation, investment tax credits or similar provisions.

(g) "Investment" as of any twelve-month period means the average monthly balance during said twelve-month period of the following items:

- (1) The original cost of all equipment, fixtures, facilities and fittings comprised by the Plant and the Distribution System, and the installation thereof, including, without limitation, contract labor, equipment and services, employed labor,

materials and supplies, transportation, injuries and damages not covered by insurance, privileges and permits, rents, general and warehouse overheads, insurance, legal fees, and any other costs incurred to put the Plant and Distribution System initially in operating condition, accumulated through a job order cost system in accordance with the uniform system of accounts prescribed for public utilities by the National Association of Railroad and Utility Commissioners.

- (2) The cost to Seller of any facilities acquired from Customers with the consent of Medical Center and installed as part of the Plant or the Distribution System.
- (3) The remaining cost to Seller of any facilities acquired by Seller from a Customer with the consent of Medical Center and retired, after deducting the amount, if any, realized on resale thereof by Seller.

(h) "Rate Base" as of any twelve-month period means the Investment in Plant and Distribution System plus the average monthly balance during said twelve-month period of prepaid insurance, taxes or expenses, and of materials and supplies, plus an allowance for cash working capital equal to 12 1/2% of the operating expenses (items (1) through (4) under subparagraph (f) above) less cost of gas, and plus the increment described in the following sentence. If Seller fails to earn a Return of as much as 7% on its Rate Base during any Operating Year, the amount by which its actual Return was less than 7% of the Rate Base shall be added as an increment to the Rate Base applicable for each subsequent Operating Year or test period, but said increment shall thereafter be reduced by the amount, if any, by which in any subsequent Operating Year, Seller's Return exceeds a Return equal to 7% of the applicable Rate Base. However, in any year in which the Return is a net loss, the amount of the Rate Base increment shall be reduced by the amount by which Seller's income taxes are reduced as a result of such loss.

(i) "Customer" means a person, firm or corporation owning, controlling or operating a building or facility within the Center and taking service from the Plant and Distribution

System under contract with Seller.

(j) "BTU" means British Therman Unit.

(k) "Ton-hour" means 12,000 BTU's.

2.

FACILITIES

Seller's Distribution System will be operated by Seller at a pressure sufficient to circulate water in such system as if it were a closed system running from the Plant by Buyer's establishment and back to the Plant. Buyer will install, maintain and operate, at its cost, a pressure pump or pumps which will produce sufficient pressure to enable Buyer to circulate the chilled water through and within its establishment and facilities and return water to Seller's Distribution System at approximately the same pressure as received.

Seller's Distribution System will be operated to deliver steam to Buyer's establishment. Steam condensate will return from Buyer's establishment to the Plant through the return Distribution System of Seller, which will be sized on the basis of 3.0 feet pressure drop per 100 lineal feet. Buyer will install, maintain and operate, at its cost, a pressure pump or pumps which will produce sufficient pressure to return the steam condensate from the Buyer's establishment to the Plant, but not in excess of 75 PSI. Buyer will return all water and steam condensate into the return Distribution System of Seller running from Buyer's establishment to the Plant in the same condition as received from Seller, except for change of temperature or physical state and except for normal and unavoidable shrinkage, but steam condensate shall be returned at a temperature of not less than 150° F. nor more than 212° F.

The chilled water to be supplied hereunder by Seller shall be forty degrees Fahrenheit (40° F.) (plus or minus 1°) at the delivery point serving Buyer's establishment, and Seller's Plant and chilled water Distribution System shall be designed with an allowance for 150 PSI static head at ground level and a maximum flow of 1.72 gpm/ton of instantaneous load. Seller shall deliver saturated steam at the point of delivery serving Buyer's establishment at a minimum pressure of 125 PSI and a maximum of 425 PSI,

with steam purity of approximately 99%.

Buyer will install, maintain and operate, at its cost, equipment and controls to limit chilled water flow from the Distribution System to a maximum of 1.72 gpm/ton of ultimate instantaneous load.

Buyer shall not employ automatic valves or devices in the chilled water lines at the point of connection to Seller's system or at any other point in Buyer's system where such valves or devices would induce positive or negative pressures in Seller's chilled water distribution system above or below the current AMERICAN WATER WORKS ASSOCIATION'S recommended limits as stated in AWWA Steel Pipe Manual M-11 based on 65 psig design operating pressure.

Buyer shall install, maintain and operate, at its cost, any heat exchangers or other equipment necessary to isolate any special process or equipment of Buyer that may become contaminated by direct usage of chilled water supplied by Seller hereunder.

Firm chilled water and steam service shall be furnished by Seller to Buyer at a point of delivery to be located at the property line nearest the exterior wall of Buyer's metering pit, unless Buyer and Seller stipulate in writing a different point of delivery. The point of redelivery by Buyer to Seller of such chilled water and condensate from such steam will be located parallel to and immediately adjacent to the point of delivery, unless Buyer and Seller stipulate in writing a different point of redelivery.

Seller shall install and operate all meters on Buyer's premises which Seller deems necessary or desirable to perform Seller's obligations hereunder. Title to all meters, pipes, regulators, appliances and other equipment placed on Buyer's premises by Seller and not sold to Buyer shall remain in Seller with right of removal, and no charge shall be made by Buyer for the use of premises occupied by same. Seller shall bear the cost of keeping its said pipes, meters, regulators and other equipment in repair, and shall have the right to enter upon

Buyer's premises at any time for any purpose connected with the services herein provided for. Seller shall not be liable for any claims, loss, damage, injury or death, as applicable, to persons or property resulting from such services or from its use or escape after it leaves the point of delivery, all risks thereof and therefrom being assumed by Buyer.

3.

TERMS

The period of time covered by this contract shall begin (1) on the date of initial delivery of chilled water or steam service hereunder for those facilities under construction, and (2) on August 1, 1974 for those facilities presently in operation; and shall continue for a primary term of twenty-five (25) years and unless sooner terminated in accordance with the provisions of this agreement, shall continue thereafter as long as Seller operates its Plant described on Page 1 hereof; provided, however, should this contract remain in force and effect for a period of twenty-five (25) years, either party may terminate this agreement any time thereafter upon sixty (60) days' written notice of termination to the other party.

4.

RATES

Prior to August 1, 1976, and prior to the end of each second Operating Year thereafter, Seller shall prepare and deliver to Buyer, a schedule of non-discriminatory rates to be effective for the next succeeding two Operating Years, designed to produce a Return of 7% on the Rate Base, computed on the basis of a test period which shall be, in each case, the twelve-month period ending on the last day of the fourth month preceding said Operating Year. For example, if the Operating Year commences with August 1, the relevant test period would be the twelve-month period ending on the preceding April 30. Seller shall have the right to make reasonable classifications of Customers and to provide reasonable conditions of availability and service.

A Schedule of monthly rates for service is attached hereto and made a part hereof for all purposes by reference. Said

Schedule shall be for that period of time as specified therein and substitute schedules shall be prepared and substituted from time to time as required.

5.

COVENANTS AND PROVISIONS

The following covenants and provisions are a part of this contract, and Seller and Buyer mutually agree hereto:

1. Buyer will accept and receive from Seller chilled water and steam service for all space cooling, space heating, and steam process requirements of Buyer's aforesaid establishment for and during the full term of this contract, and will pay for such chilled water and steam service at the rate and prices and upon the terms and conditions set forth in this contract, making such payment to Seller at its office in Houston, Harris County, Texas within forty-five (45) days from the date of monthly billing. For the purpose of billing hereunder, a month shall be the period between any two customary meter readings by Seller, said readings to be, as nearly as may be convenient, one calendar month after the billing date. In the event all or any part of said monthly billing shall not be paid prior to the expiration of ninety (90) days from the billing date, and same shall be placed in the hands of an attorney for collection or if suit be filed thereon in any court, Buyer hereby agrees to pay to Seller ten percent (10%) additional upon the full amount then due and owing as attorney's fees; provided however, this provision shall not be construed as granting a period of grace or any extension of time for the payment of any amount due under this contract.

2. Buyer represents that all appliances, heat exchangers, air-moving equipment, secondary piping and all other equipment and facilities utilized by Buyer for the services provided herein at and beyond points of delivery are presently and will continue to be kept and maintained by Buyer throughout the term of this contract in good condition and safe, suitable, and adequate for the use for which same are installed. Buyer further agrees to cause said appliances, equipment and piping to be inspected at reasonable

intervals and to notify Seller if and when discovery is made that any such appliances, equipment or piping are in unsafe condition. Seller shall not be obligated to deliver any services to Buyer hereunder so long as any appliances, equipment or piping at and beyond points of delivery are in unsafe condition, and in any such event, Seller may discontinue furnishing services herein until such time as said appliance, equipment or piping have been restored to a safe condition. Any such period of discontinuance shall not be included in computing the term of this contract.

3. It is expressly recognized by the parties hereto that either Seller or Buyer may be compelled to make necessary alterations, repairs, replacements, or installations of lines and equipment from time to time during the life of this contract and such party agrees that the interruption in delivery of services, if any, shall be for only such time as may be reasonable and necessary, and such party will give the other party notice as far in advance as possible under the circumstances. Where billing hereunder is determined by meter, in case a meter is temporarily out of repair, the quantity of services used during the time while the meter is out of repair shall be estimated by mutual agreement between the parties hereto, upon the same basis of the amount of services registered by the meter per day when in proper working order and when a similar amount of consumers were supplied with such services. Seller will periodically test its meters serving Buyer's establishment, once each six (6) calendar months, and when such metering equipment is found to be inaccurate by more than $\pm 2\%$ of scale range at normal building loads, such equipment shall be recalibrated, and payments based upon such inaccurate measurement shall be corrected for the period during which said inaccuracy is known to have existed, but in case such period is not known or agreed upon, then for a period extending back for one-half (1/2) of the lapsed time since the previous test of the metering equipment.

4. Neither party hereto shall be liable for its failure to carry out its obligations under this contract, other than the obligation to make payments of amounts due hereunder,

when said party shall be rendered unable, wholly or in part, by force majeure to carry out its obligations hereunder, but the obligations of the party relying on such force majeure shall be suspended only during the continuance of any inability so caused and for no longer period and such cause shall so far as possible be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, or equipment, the necessity for making repairs or alterations to machinery or lines of pipe, and any other causes whether the kind enumerated or otherwise, not within the control of the party claiming suspension, which by the exercise of due diligence, such party shall not have been able to avoid. In view of the fact that continuity of service is of unusual importance to Buyer, Seller agrees to exercise a maximum degree of care in preventing interruptions of service for any reason and to use the utmost diligence in restoring a service interruption for any case including force majeure.

5. Buyer will protect Seller's property on Buyer's premises from injury or damages, and will not tamper with its meter or regulators, and will not permit same to be tampered with, without consent of Seller.

6. Seller may, at its election, terminate this contract for failure on the part of Buyer to pay bills when due, as provided herein, for tampering with the meter or meters, if any, for failure to use such services in accordance with the spirit and intent of this contract, or for violation of any of the provisions of this agreement. Any cancellation of this agreement pursuant to the provisions of this contract shall be without prejudice to the right of Seller to collect any amount then due it and without waiver of any remedy to which Seller may be entitled for violation of this contract.

7. Any new or revised schedule of rates authorized hereunder shall become effective as to all such services thereafter delivered to Buyer commencing with the next monthly billing period.

8. Buyer agrees to convey or have conveyed to Seller, without cost to Seller, necessary or desirable rights-of-way and easements on Buyer's tract of land, if necessary, for the laying, construction, reconstruction, inspection, operation, maintenance, repair, protection, alteration, replacement, change of size, substitution, movement and removal of necessary pipes, meters, regulating devices, and related facilities for the transmission, regulation, measurement, and return of the chilled water and steam to be produced in the Plant by Seller.

9. The routes and locations of said rights-of-way and easements shall be designated by Seller (subject to Buyer's approval) and shall be reasonably located so as not to interfere with or unnecessarily encumber the development of Buyer's tract of land. Buyer agrees that it will not (without consent of Seller, which will not be unreasonably withheld) erect or construct, or permit the erection or construction of any houses, buildings, structures, concrete slabs (other than roads crossing Seller's pipelines, but not over and along such pipeline) or other obstructions on, over or across said rights-of-way and easements or any part thereof or that will interfere with any of the rights granted to Seller. If Buyer desires Seller to relocate its underground distribution system from such right-of-ways and easements, Buyer agrees to pay for all expenses and costs involved in such relocation, and Buyer shall give Seller sufficient and proper notice for the necessity of such relocation of pipeline.

10. Seller agrees to restore all surfaces disturbed by it in the exercise of its rights in all such main line and service line easements.

11. Seller shall not be bound by any representation or promise not contained within this contract and within that certain agreement dated April 9, 1968, entered into by and between Seller and the Texas Medical Center, Inc. relating to the construction

and operation of the Plant and Distribution System (such agreement being incorporated herein by reference), such writings embodying the entire contract between the parties hereto. This contract shall be binding upon Seller only after executed on its behalf by an authorized executive of Seller. This contract shall inure to the benefit of and be equally binding upon the successors, legal representatives and assigns of the parties hereto. Upon assumption by any grantee, lessee or tenant of Buyer, of Buyer's obligations hereunder insofar as such obligations relate to the premises conveyed or leased, and provided such assumption shall have been approved in writing by Seller, Buyer shall be relieved of its obligations hereunder to the extent of such assumption:

12. Seller shall have no responsibility for insufficient heating or cooling of or steam process use in Buyer's institution which results from defects or inadequacy of heat exchanger, air-handling equipment, interior lines or other related equipment of Buyer. Seller shall be responsible for control of chilled water and steam only up to the point of delivery thereof to Buyer and after redelivery to Seller's return distribution system. Insofar as permitted by law, Buyer shall indemnify and save Seller free and harmless from any loss, damage or harm resulting from the circulation or escape of chilled water or steam within Buyer's establishment or at any other point between the point of delivery and the point of redelivery thereof, from injuries to person or property caused thereby, and from all reasonable expenses of investigating or defending any claim resulting therefrom. Nothing herein shall be construed as relieving Seller of responsibility for damage or harm resulting from negligence of Seller or its servants or agents, in the handling of chilled water or steam up to the point of delivery thereof to Buyer and after redelivery thereof by Buyer to Seller's return distribution system.

13. Failure of Seller to exercise any right hereunder shall not be considered a waiver by Seller of such right or rights in the future.

6.

NO INDEBTEDNESS CREATED

This agreement shall not be construed as creating an indebtedness against the State of Texas, and all obligations of the Buyer hereunder are subject to the availability of appropriations by the Legislature of the State of Texas.

7.

It is understood that as future connections of University facilities are made, this agreement will be amended to cover such facilities.

8.

NOTICES

All notices and bills hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, postage prepaid, if properly addressed as follows:

Buyer:	The University of Texas Health Science Center at Houston P. O. Box 20036 Houston, Texas 77025 Attention: Kenneth Ruminer
Seller:	Houston Natural Gas Corporation P. O. Box 1188 Houston, Texas 77001

Either party may by written notice to the other change its address for purposes of notices and bills hereunder.

9.

PARTIAL INVALIDITY

If any provision of this agreement is held to be invalid and not binding on any party hereto, such invalidity shall not affect the validity or enforceability of the remainder of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and delivered as of the date and year written below.

WITNESS our hands this the 10th day of August, 1976.

SELLER

HOUSTON NATURAL GAS CORPORATION

By Joe H. Foy
Joe H. Foy, President

*W. Lee
RCA*

BUYER

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By Allan Shivers
ALLAN SHIVERS, CHAIRMAN
Board of Regents of
The University of Texas System

ATTEST:

By Clifford G. Campbell
Clifford G. Campbell Secretary

By Betty Anne Thedford
BETTY ANNE THEDFORD, SECRETARY
Board of Regents of
The University of Texas System

Approval as to Form:

Buncee Wadley
University Attorney

Approval as to Content:

Clifford G. Campbell
Deputy Chancellor
APP K

**HOUSTON NATURAL GAS CORPORATION
RATE SHEET**

EFFECTIVE AUGUST 1, 1974 TO JULY 31, 1976

Net Monthly Rates

Cooling Rate (Chilled Water)

First	100,000 ton-hour	@	5.40¢ per ton-hour
Next	100,000 ton-hour	@	5.09¢ per ton-hour
Next	100,000 ton-hour	@	4.78¢ per ton-hour
Over	300,000 ton-hour	@	4.47¢ per ton-hour

Heating (Steam)

First	500,000 pounds	@	\$2.24 per 1,000 pounds
Next	500,000 pounds	@	\$2.16 per 1,000 pounds
Next	500,000 pounds	@	\$2.08 per 1,000 pounds
Over	1,500,000 pounds	@	\$2.00 per 1,000 pounds

All condensate not returned to central plant will be at a rate of 8¢ per thousand pounds.

1. Adjustments

The foregoing net monthly rates shall be adjusted from time to time to reflect increased costs upon which such rates have been based:

- (a) In the event of any increase or decrease in electric, gas and/or water rates over those in effect as of June 1, 1967, Seller may add to each bill for chilled water, steam, and steam process services the full applicable amount of any such increase or decrease.
- (b) Seller may also add to each bill for chilled water, steam, and steam process services the full applicable amount of any new or additional or increased or subsequently imposed taxes or similar charges of any kind and character based, assessed, fixed or charged by any municipal or governmental authority against Seller, the Plant or Distribution System, or its revenues or charges hereunder to the extent that such taxes or similar charges shall exceed those being paid or accrued by Seller as of the commencement of service from the Plant.
- (c) The above net monthly bill shall be increased or decreased, as the case may be, at a rate of .51% for each twenty-five cent (\$.25) increase or decrease after June 1967, in the arithmetical average of the "Average Hourly Gross Earnings" of non-supervisory employees and production workers of the Fabricated Metal Products Group and of the Electric, Gas and Sanitary Services Group Compiled by the United States Department of Labor, Bureau of Labor Statistics, and officially reported on a monthly basis by the United States Department of Commerce, Office of Business Economics, in publication currently entitled "Survey of Current Business." A base "Average Hourly Gross Earnings" figure shall be determined by weighting equally the figures reported as "Average Hourly Gross Earnings" of the said Fabricated Metal Products Group and the Electric, Gas and Sanitary Services Group for the month of June, 1967, said "Average Hourly Gross Earnings" figure being \$3.19.

Adjustments for "Average Hourly Gross Earnings" shall be computed for the months of March and September and apply to bills rendered during the six months periods commencing July and December of each year.

Corrected billings covering the appropriate period or periods shall be rendered by Seller to Buyer and paid by Buyer or refunded or credited by Seller, as the case may be, for each month in which a retroactive revision of the previously reported "Average Hourly Gross Earnings" is published at variance with figures previously reported.

2. Prompt Payment Provision

The gross monthly bill shall be due and payable from any customer who fails to pay his bill in full within ten (10) days of the date of the bill. To arrive at the gross monthly bill, the net monthly bill computed at the above net monthly rates together with applicable adjustments shall be increased two per cent (2%).

3. Availability of this Schedule

Available at each point of delivery in the Texas Medical Center area for chilled water and steam service for space cooling, space heating and steam processes under written contract on Seller's standard contract form, subject to the following limitations and conditions:

- (a) Each point of delivery must be either a point serving a separate building or a central point upstream of Customer's own distribution system, serving a complex of buildings under common ownership which are either physically connected or so close together as to constitute a single operating unit, but in no event separated by a paved street owned or controlled by Texas Medical Center. A complex of buildings which was, as of December 1, 1967, being served by a common air conditioning and heating plant shall be deemed to be under common ownership.
- (b) Each point of delivery is a separate billing point, not subject to combination with other points of delivery in the application of the rates.
- (c) Standby service and service for resale or sharing with others are available only under different rate schedules to be prescribed and supplied by Seller upon request.

21. SAN ANTONIO HEALTH SCIENCE CENTER (SAN ANTONIO DENTAL SCHOOL): CAFETERIA AND OTHER SUPPORT FACILITIES (PROJECT NO. 403-314) - RECOMMENDED INSCRIPTION ON PLAQUE.--It is recommended that the inscription as set out below be approved for the plaque to be placed on the building for the Cafeteria and Other Support Facilities at The University of Texas Health Science Center at San Antonio. This inscription follows the standard pattern approved by the Board at the meeting held October 1, 1966.

CAFETERIA
AND OTHER SUPPORT FACILITIES

1975

BOARD OF REGENTS

Allan Shivers, Chairman
Dan C. Williams, Vice-Chairman
James E. Bauerle, D. D. S.
Edward Clark
Mrs. Lyndon B. Johnson
Thos. H. Law
A. G. McNeese, Jr.
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Charles A. LeMaistre, M. D.
Chancellor, The University
of Texas System

Frank Harrison, M. D.
President, The University
of Texas Health Science
Center at San Antonio

Bartlett Cocke & Associates, Inc.,
and Phelps & Simmons & Garza
Project Architect
Wallace L. Boldt, General
Contractor, Inc., Contractor

22. SAN ANTONIO HEALTH SCIENCE CENTER: CENTRAL SERVICE FACILITY (PROJECT NO. 402-356) - PRESENTATION OF FINAL PLANS AND REQUEST FOR AUTHORIZATION TO ADVERTISE FOR BIDS.--In accordance with the authorization given at the Regents' meeting held July 9, 1976, final plans and specifications have been prepared for a Central Service Facility at The University of Texas Health Science Center at San Antonio by the Project Architect, Phelps & Simmons & Garza and Bartlett Cocke and Associates, Inc., Associated Architects, San Antonio, Texas. These plans and specifications provide for a building of approximately 8,000 gross square feet at an estimated total project cost of \$500,000.00.

President Harrison and System Administration recommend that the Board:

- a. Approve the final plans and specifications for the Central Service Facility at the San Antonio Health Science Center at an estimated total project cost of \$500,000.00 which has been previously appropriated
- b. Authorize the Director of the Office of Facilities Planning and Construction to advertise for bids to be reported to the Board at a future meeting.

The request for this project has been submitted to and approved by the Coordinating Board.

23. SAN ANTONIO HEALTH SCIENCE CENTER: EXPANSION OF THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO PHASE IV (PROJECT NO. 402-288) - PRESENTATION OF PRELIMINARY PLANS AND REQUEST FOR AUTHORIZATION TO PREPARE FINAL PLANS.--In accordance with the authorization given at the Regents' meeting held October 1, 1976, preliminary plans and specifications for the construction of the Phase IV Expansion of The University of Texas Health Science Center at San Antonio have been prepared by the Project Architect, Phelps & Simmons & Garza and Bartlett Cocke and Associates, Inc., Associated Architects, San Antonio, Texas. These plans and specifications provide an addition of approximately 50,000 square feet at an estimated total project cost of \$3,200,000.00.

President Harrison and System Administration recommend that the Board:

- a. Approve the preliminary plans and outline specifications at an estimated total project cost of \$3,200,000.00 which has been previously appropriated from Legislative funds
- b. Authorize the Project Architect to prepare final plans and specifications for consideration of the Board at a future meeting.

24. UNIVERSITY CANCER CENTER: BID III, LUTHERAN HOSPITAL AND CLINIC ADDITION (M. D. ANDERSON) (PROJECT NO. 703-78) - REPORT OF COMMITTEE AND RATIFICATION OF CONTRACT AWARDS TO ABEL CONTRACT FURNITURE & EQUIPMENT COMPANY, INC., AUSTIN, TEXAS, MARSHALL CLEGG/ASSOCIATES, SAN ANTONIO, TEXAS, AND ROCKFORD FURNITURE & CARPETS, AUSTIN, TEXAS.-- In accordance with authorization given at the Regents' meeting held July 9, 1976, bids were called for and received, opened and tabulated on September 1, 1976, as shown below for Furniture and Furnishings for the Bid III, Lutheran Hospital and Clinic Addition at The University Cancer Center (M. D. Anderson), Houston, Texas.

Bidder	Base Bid "A"	Base Bid "B"	Base Bid "C"	Bidder's Bond
Abel Contract Furniture and Equipment Company, Inc., Austin, Texas	\$59,998.00	No Bid	No Bid	5%
Marshall Clegg/Associates, San Antonio, Texas	No Bid	\$79,089.85	No Bid	5%
Metroplex Business Interiors, Inc., Dallas, Texas	No Bid	86,464.00	No Bid	5%
Miller Laboratory & Hospital Equipment Systems, Willis, Texas	No Bid	96,762.85	No Bid	5%
Rockford Furniture & Carpets, Austin, Texas	60,899.75	No Bid	\$15,134.26	5%
Stewart Office Supply Company, Dallas, Texas	No Bid	81,334.21	No Bid	5%
Wilson Stationery & Printing Company, Houston, Texas	67,882.37	91,668.26	17,710.97	5%

The Special Committee appointed at the July 9, 1976 Board meeting consisting of President Clark, Director Kristoferson, Deputy Chancellor Walker, Committee Chairman Bauerle and Chairman Shivers has awarded contracts within funds available for this project to the low bidders for Furniture and Furnishings for Bid III, Lutheran Hospital and Clinic Addition at The University Cancer Center (M. D. Anderson), Houston, Texas as follows:

Abel Contract Furniture & Equipment
Company, Inc., Austin, Texas

Base Proposal "A" (General Furniture) \$ 59,998.00

Marshall Clegg/Associates,
San Antonio, Texas

Base Proposal "B" (Herman Miller &
Knoll Items) 79,089.85

Rockford Furniture & Carpets,
Austin, Texas

Base Proposal "C" (Steelcase Items) 15,134.26

Grand Total Contract Awards \$154,222.11

President Clark and System Administration recommend that the Board ratify the action taken by the Committee above for Furniture and Furnishings for the Bid III, Lutheran Hospital and Clinic Addition at The University Cancer Center (M. D. Anderson), Houston, Texas.

25. UNIVERSITY CANCER CENTER: LUTHERAN HOSPITAL (M. G. & LILLIE A JOHNSON BUILDING) AND OUTPATIENT CLINIC EXPANSION, AND M. D. ANDERSON CANCER RESEARCH ADDITION, 6TH AND 7TH FLOORS - REQUEST FOR RATIFICATION OF CONTRACT WITH HOUSTON NATURAL GAS CORPORATION FOR THERMAL ENERGY SERVICES.--At the July 9, 1976 Board meeting, authorization was obtained for the Director of the Office of Facilities Planning and Construction to initiate all actions with Houston Natural Gas Corporation for the preparation of a contract to provide thermal energy services for the Lutheran Hospital (M. G. & Lillie A. Johnson Building) and Outpatient Clinic Expansion and the Cancer Research Addition, 6th and 7th Floors, Of the M. D. Anderson Hospital and Tumor Institute. The Board further authorized execution of the contract with Houston Natural Gas Corporation by Board Chairman Shivers after approval as to content by Deputy Chancellor Walker and as to legal form by an attorney of the Office of General Counsel.

President Clark and System Administration recommend that the Board ratify the executed contract dated August 10, 1976 which is reproduced on Pages B & G - 34 - 48.

CONTRACT FOR CHILLED WATER AND STEAM SERVICE

HOUSTON NATURAL GAS CORPORATION

THIS AGREEMENT, made and entered into by and between Houston Natural Gas Corporation, a Texas corporation, herein after called "Seller", and the Board of Regents of the University of Texas System for the use and benefit of the University of Texas System Cancer Center facilities at Houston, Texas, hereinafter called "Buyer" witnesseth:

That Seller, in consideration of the covenants of this Agreement, and subject to the provisions of this Agreement, does, by these presents, covenant and agree to and with Buyer to furnish and supply to Buyer from Seller's central plant to be constructed within the Texas Medical Center in Houston, Harris County, Texas, all chilled water and steam service for space cooling, space heating, and steam processes as required in the operation of Buyer's buildings constituting the following points of delivery:

1. M. D. Anderson Clinic, Lutheran Hospital, Chapel and 6th and 7th Floor Addition to Main Hospital.

all located in the Texas Medical Center, Houston, Harris County, Texas.

Now therefore, in consideration of the premises, the undersigned parties hereby agree as follows:

1.

DEFINITIONS

Wherever used herein, the following terms have the following meanings:

(a) "The Center" means the area and Customers now constituting the Texas Medical Center and such area and Customers as may be added thereto from time to time by written agreement of Seller and Texas Medical Center, Inc. ("Medical Center").

(b) "The Plant" means the chilling and heating equipment

and other facilities installed at a location within the Center by Seller for the purpose of chilling water and producing steam to be distributed to Customers within the Center.

(c) "Connected Chilled Water Load" means the aggregate capacity of chiller equipment that would be required to meet the maximum instantaneous air conditioning needs of all Customers within the Center through individual installations.

(d) "The Distribution System" or "The System" means the system necessary to transmit to its customers throughout the Center the chilled water and steam produced by the Plant, regulate it, measure it, and return it to the Plant.

(e) "Operating Year" means any consecutive twelve-month period commencing on the first day of the month next following the date of beginning of continuous, permanent service from the Plant, or any anniversary thereof.

(f) "Return" means the net revenues derived during any twelve-month period by Seller from the operation of the Plant and Distribution System and shall be determined by subtracting from the gross revenues paid by Customers for service during a twelve-month period the following expenses (all of which expenses shall be limited to those appropriately related to operation of the Plant and Distribution System) for said twelve-month period:

- (1) All production, maintenance, and operating expenses, including, without limitation, cost of gas, electricity and water consumed. Cost of gas will be determined by applying Seller's applicable standard contract rate 606, or such other standard rate as may replace it.
- (2) All transmission and distribution expenses incurred in the operation and maintenance of the piping, the measuring and regulating equipment, and all related facilities.
- (3) All insurance premiums. Seller shall keep Medical Center advised of the type and extent of its insurance coverage and Medical Center shall have the right to determine the adequacy and reasonableness of such coverage.
- (4) An amount equal to 17.5% of the foregoing items numbered (1), (2) and (3) less cost of gas (but not less than a total

of \$1,000 in any one month), to cover all customers accounting, billing and collecting, and allocated administrative and general expense.

- (5) All taxes and governmental impositions of any nature paid or incurred upon the Plant, the System, or the services or revenues directly associated therewith, except income taxes.
- (6) Depreciation at the annual rate of 5% on depreciable assets installed new by Seller and at an annual rate based on estimated remaining useful life on depreciable assets acquired from customers and reused in the Plant or System, calculated in each case by the straight line method of depreciation accounting.
- (7) A provision for Federal, and if and when applicable, State, income taxes calculated by direct application of the applicable statutory tax rates to the net taxable revenues remaining after deducting from the gross revenues the items numbered (1) through (6) above, and after deducting an additional amount for interest at the rate of 6% on an assumed indebtedness of 60% of Seller's Investment in the Plant and Distribution System. It is contemplated that the provision for income taxes will be calculated, in general, as though the Plant and Distribution System were operated by a separate corporate entity, except that the Rate Base increment described in the next to last sentence of paragraph (h) will be credited for reduction in Seller's actual income taxes in the case of net loss, and except that the provision for income taxes will not take into account liberalized depreciation, investment tax credits or similar provisions.

(g) "Investment" as of any twelve-month period means the average monthly balance during said twelve-month period of the following items:

- (1) The original cost of all equipment, fixtures, facilities and fittings comprised by the Plant and the Distribution System, and the installation thereof, including, without limitation, contract labor, equipment and services, employed labor,

materials and supplies, transportation, injuries and damages not covered by insurance, privileges and permits, rents, general and warehouse overheads, insurance, legal fees, and any other costs incurred to put the Plant and Distribution System initially in operating condition, accumulated through a job order cost system in accordance with the uniform system of accounts prescribed for public utilities by the National Association of Railroad and Utility Commissioners.

- (2) The cost to Seller of any facilities acquired from Customers with the consent of Medical Center and installed as part of the Plant or the Distribution System.
- (3) The remaining cost to Seller of any facilities acquired by Seller from a Customer with the consent of Medical Center and retired, after deducting the amount, if any, realized on resale thereof by Seller.

(h) "Rate Base" as of any twelve-month period means the Investment in Plant and Distribution System plus the average monthly balance during said twelve-month period of prepaid insurance, taxes or expenses, and of materials and supplies, plus an allowance for cash working capital equal to 12 1/2% of the operating expenses (items (1) through (4) under subparagraph (f) above) less cost of gas, and plus the increment described in the following sentence. If Seller fails to earn a Return of as much as 7% on its Rate Base during any Operating Year, the amount by which its actual Return was less than 7% of the Rate Base shall be added as an increment to the Rate Base applicable for each subsequent Operating Year or test period, but said increment shall thereafter be reduced by the amount, if any, by which in any subsequent Operating Year, Seller's Return exceeds a Return equal to 7% of the applicable Rate Base. However, in any year in which the Return is a net loss, the amount of the Rate Base increment shall be reduced by the amount by which Seller's income taxes are reduced as a result of such loss.

(i) "Customer" means a person, firm or corporation owning, controlling or operating a building or facility within the Center and taking service from the Plant and Distribution

System under contract with Seller.

(j) "BTU" means British Therman Unit.

(k) "Ton-hour" means 12,000 BTU's.

2.

FACILITIES

Seller's Distribution System will be operated by Seller at a pressure sufficient to circulate water in such system as if it were a closed system running from the Plant by Buyer's establishment and back to the Plant. Buyer will install, maintain and operate, at its cost, a pressure pump or pumps which will produce sufficient pressure to enable Buyer to circulate the chilled water through and within its establishment and facilities and return water to Seller's Distribution System at approximately the same pressure as received.

Seller's Distribution System will be operated to deliver steam to Buyer's establishment. Steam condensate will return from Buyer's establishment to the Plant through the return Distribution System of Seller, which will be sized on the basis of 3.0 feet pressure drop per 100 lineal feet. Buyer will install, maintain and operate, at its cost, a pressure pump or pumps which will produce sufficient pressure to return the steam condensate from the Buyer's establishment to the Plant, but not in excess of 75 PSI. Buyer will return all water and steam condensate into the return Distribution System of Seller running from Buyer's establishment to the Plant in the same condition as received from Seller, except for change of temperature or physical state and except for normal and unavoidable shrinkage, but steam condensate shall be returned at a temperature of not less than 150° F. nor more than 212° F.

The chilled water to be supplied hereunder by Seller shall be forty degrees Fahrenheit (40° F.) (plus or minus 1°) at the delivery point serving Buyer's establishment, and Seller's Plant and chilled water Distribution System shall be designed with an allowance for 150 PSI static head at ground level and a maximum flow of 1.72 gpm/ton of instantaneous load. Seller shall deliver saturated steam at the point of delivery serving Buyer's establishment at a minimum pressure of 125 PSI and a maximum of 425 PSI,

with steam purity of approximately 99%.

Buyer will install, maintain and operate, at its cost, equipment and controls to limit chilled water flow from the Distribution System to a maximum of 1.72 gpm/ton of ultimate instantaneous load.

Buyer shall not employ automatic valves or devices in the chilled water lines at the point of connection to Seller's system or at any other point in Buyer's system where such valves or devices would induce positive or negative pressures in Seller's chilled water distribution system above or below the current AMERICAN WATER WORKS ASSOCIATION'S recommended limits as stated in AWWA Steel Pipe Manual M-11 based on 65 psig design operating pressure.

Buyer shall install, maintain and operate, at its cost, any heat exchangers or other equipment necessary to isolate any special process or equipment of Buyer that may become contaminated by direct usage of chilled water supplied by Seller hereunder.

Firm chilled water and steam service shall be furnished by Seller to Buyer at a point of delivery to be located at the property line nearest the exterior wall of Buyer's metering pit, unless Buyer and Seller stipulate in writing a different point of delivery. The point of redelivery by Buyer to Seller of such chilled water and condensate from such steam will be located parallel to and immediately adjacent to the point of delivery, unless Buyer and Seller stipulate in writing a different point of redelivery.

Seller shall install and operate all meters on Buyer's premises which Seller deems necessary or desirable to perform Seller's obligations hereunder. Title to all meters, pipes, regulators, appliances and other equipment placed on Buyer's premises by Seller and not sold to Buyer shall remain in Seller with right of removal, and no charge shall be made by Buyer for the use of premises occupied by same. Seller shall bear the cost of keeping its said pipes, meters, regulators and other equipment in repair, and shall have the right to enter upon

Buyer's premises at any time for any purpose connected with the services herein provided for. Seller shall not be liable for any claims, loss, damage, injury or death, as applicable, to persons or property resulting from such services or from its use or escape after it leaves the point of delivery, all risks thereof and therefrom being assumed by Buyer.

3.

TERMS

The period of time covered by this contract shall begin (1) on the date of initial delivery of chilled water or steam service hereunder for those facilities under construction, and (2) on August 1, 1974 for those facilities presently in operation; and shall continue for a primary term of twenty-five (25) years and unless sooner terminated in accordance with the provisions of this agreement, shall continue thereafter as long as Seller operates its Plant described on Page 1 hereof; provided, however, should this contract remain in force and effect for a period of twenty-five (25) years, either party may terminate this agreement any time thereafter upon sixty (60) days' written notice of termination to the other party.

4.

RATES

Prior to August 1, 1976, and prior to the end of each second Operating Year thereafter, Seller shall prepare and deliver to Buyer, a schedule of non-discriminatory rates to be effective for the next succeeding two Operating Years, designed to produce a Return of 7% on the Rate Base, computed on the basis of a test period which shall be, in each case, the twelve-month period ending on the last day of the fourth month preceding said Operating Year. For example, if the Operating Year commences with August 1, the relevant test period would be the twelve-month period ending on the preceding April 30. Seller shall have the right to make reasonable classifications of Customers and to provide reasonable conditions of availability and service.

A Schedule of monthly rates for service is attached hereto and made a part hereof for all purposes by reference. Said

Schedule shall be for that period of time as specified therein and substitute schedules shall be prepared and substituted from time to time as required.

5.

COVENANTS AND PROVISIONS

The following covenants and provisions are a part of this contract, and Seller and Buyer mutually agree hereto:

1. Buyer will accept and receive from Seller chilled water and steam service for all space cooling, space heating, and steam process requirements of Buyer's aforesaid establishment for and during the full term of this contract, and will pay for such chilled water and steam service at the rate and prices and upon the terms and conditions set forth in this contract, making such payment to Seller at its office in Houston, Harris County, Texas within forty-five (45) days from the date of monthly billing. For the purpose of billing hereunder, a month shall be the period between any two customary meter readings by Seller, said readings to be, as nearly as may be convenient, one calendar month after the billing date. In the event all or any part of said monthly billing shall not be paid prior to the expiration of ninety (90) days from the billing date, and same shall be placed in the hands of an attorney for collection or if suit be filed thereon in any court, Buyer hereby agrees to pay to Seller ten percent (10%) additional upon the full amount then due and owing as attorney's fees; provided however, this provision shall not be construed as granting a period of grace or any extension of time for the payment of any amount due under this contract.

2. Buyer represents that all appliances, heat exchangers, air-moving equipment, secondary piping and all other equipment and facilities utilized by Buyer for the services provided herein at and beyond points of delivery are presently and will continue to be kept and maintained by Buyer throughout the term of this contract in good condition and safe, suitable, and adequate for the use for which same are installed. Buyer further agrees to cause said appliances, equipment and piping to be inspected at reasonable

Intervals and to notify Seller if and when discovery is made that any such appliances, equipment or piping are in unsafe condition. Seller shall not be obligated to deliver any services to Buyer hereunder so long as any appliances, equipment or piping at and beyond points of delivery are in unsafe condition, and in any such event, Seller may discontinue furnishing services herein until such time as said appliance, equipment or piping have been restored to a safe condition. Any such period of discontinuance shall not be included in computing the term of this contract.

3. It is expressly recognized by the parties hereto that either Seller or Buyer may be compelled to make necessary alterations, repairs, replacements, or installations of lines and equipment from time to time during the life of this contract and such party agrees that the interruption in delivery of services, if any, shall be for only such time as may be reasonable and necessary, and such party will give the other party notice as far in advance as possible under the circumstances. Where billing hereunder is determined by meter, in case a meter is temporarily out of repair, the quantity of services used during the time while the meter is out of repair shall be estimated by mutual agreement between the parties hereto, upon the same basis of the amount of services registered by the meter per day when in proper working order and when a similar amount of consumers were supplied with such services. Seller will periodically test its meters serving Buyer's establishment, once each six (6) calendar months, and when such metering equipment is found to be inaccurate by more than $\pm 2\%$ of scale range at normal building loads, such equipment shall be recalibrated, and payments based upon such inaccurate measurement shall be corrected for the period during which said inaccuracy is known to have existed, but in case such period is not known or agreed upon, then for a period extending back for one-half (1/2) of the lapsed time since the previous test of the metering equipment.

4. Neither party hereto shall be liable for its failure to carry out its obligations under this contract, other than the obligation to make payments of amounts due hereunder,

when said party shall be rendered unable, wholly or in part, by force majeure to carry out its obligations hereunder, but the obligations of the party relying on such force majeure shall be suspended only during the continuance of any inability so caused and for no longer period and such cause shall so far as possible be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, or equipment, the necessity for making repairs or alterations to machinery or lines of pipe, and any other causes whether the kind enumerated or otherwise, not within the control of the party claiming suspension, which by the exercise of due diligence, such party shall not have been able to avoid. In view of the fact that continuity of service is of unusual importance to Buyer, Seller agrees to exercise a maximum degree of care in preventing interruptions of service for any reason and to use the utmost diligence in restoring a service interruption for any case including force majeure.

5. Buyer will protect Seller's property on Buyer's premises from injury or damages, and will not tamper with its meter or regulators, and will not permit same to be tampered with, without consent of Seller.

6. Seller may, at its election, terminate this contract for failure on the part of Buyer to pay bills when due, as provided herein, for tampering with the meter or meters, if any, for failure to use such services in accordance with the spirit and intent of this contract, or for violation of any of the provisions of this agreement. Any cancellation of this agreement pursuant to the provisions of this contract shall be without prejudice to the right of Seller to collect any amount then due it and without waiver of any remedy to which Seller may be entitled for violation of this contract.

7. Any new or revised schedule of rates authorized hereunder shall become effective as to all such services thereafter delivered to Buyer commencing with the next monthly billing period.

8. Buyer agrees to convey or have conveyed to Seller, without cost to Seller, necessary or desirable rights-of-way and easements on Buyer's tract of land, if necessary, for the laying, construction, reconstruction, inspection, operation, maintenance, repair, protection, alteration, replacement, change of size, substitution, movement and removal of necessary pipes, meters, regulating devices, and related facilities for the transmission, regulation, measurement, and return of the chilled water and steam to be produced in the Plant by Seller.

9. The routes and locations of said rights-of-way and easements shall be designated by Seller (subject to Buyer's approval) and shall be reasonably located so as not to interfere with or unnecessarily encumber the development of Buyer's tract of land. Buyer agrees that it will not (without consent of Seller, which will not be unreasonably withheld) erect or construct, or permit the erection or construction of any houses, buildings, structures, concrete slabs (other than roads crossing Seller's pipelines, but not over and along such pipeline) or other obstructions on, over or across said rights-of-way and easements or any part thereof or that will interfere with any of the rights granted to Seller. If Buyer desires Seller to relocate its underground distribution system from such right-of-ways and easements, Buyer agrees to pay for all expenses and costs involved in such relocation, and Buyer shall give Seller sufficient and proper notice for the necessity of such relocation of pipeline.

10. Seller agrees to restore all surfaces disturbed by it in the exercise of its rights in all such main line and service line easements.

11. Seller shall not be bound by any representation or promise not contained within this contract and within that certain agreement dated April 9, 1968, entered into by and between Seller and the Texas Medical Center, Inc. relating to the construction

and operation of the Plant and Distribution System (such agreement being incorporated herein by reference), such writings embodying the entire contract between the parties hereto. This contract shall be binding upon Seller only after executed on its behalf by an authorized executive of Seller. This contract shall inure to the benefit of and be equally binding upon the successors, legal representatives and assigns of the parties hereto. Upon assumption by any grantee, lessee or tenant of Buyer, of Buyer's obligations hereunder insofar as such obligations relate to the premises conveyed or leased, and provided such assumption shall have been approved in writing by Seller, Buyer shall be relieved of its obligations hereunder to the extent of such assumption:

12. Seller shall have no responsibility for insufficient heating or cooling of or steam process use in Buyer's institution which results from defects or inadequacy of heat exchanger, air-handling equipment, interior lines or other related equipment of Buyer. Seller shall be responsible for control of chilled water and steam only up to the point of delivery thereof to Buyer and after redelivery to Seller's return distribution system. Insofar as permitted by law, Buyer shall indemnify and save Seller free and harmless from any loss, damage or harm resulting from the circulation or escape of chilled water or steam within Buyer's establishment or at any other point between the point of delivery and the point of redelivery thereof, from injuries to person or property caused thereby, and from all reasonable expenses of investigating or defending any claim resulting therefrom. Nothing herein shall be construed as relieving Seller of responsibility for damage or harm resulting from negligence of Seller or its servants or agents, in the handling of chilled water or steam up to the point of delivery thereof to Buyer and after redelivery thereof by Buyer to Seller's return distribution system.

13. Failure of Seller to exercise any right hereunder shall not be considered a waiver by Seller of such right or rights in the future.

6.

NO INDEBTEDNESS CREATED

This agreement shall not be construed as creating an indebtedness against the State of Texas, and all obligations of the Buyer hereunder are subject to the availability of appropriations by the Legislature of the State of Texas.

7.

It is understood that as future connections of University facilities are made, this agreement will be amended to cover such facilities.

8.

NOTICES

All notices and bills hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, postage prepaid, if properly addressed as follows:

Buyer: The University of Texas System Cancer Center
6723 Bertner
Houston, Texas 77030
Attention: Robert A. Griesser

Seller: Houston Natural Gas Corporation
P. O. Box 1188
Houston, Texas 77001

Either party may by written notice to the other change its address for purposes of notices and bills hereunder.

9.

PARTIAL INVALIDITY

If any provision of this agreement is held to be invalid and not binding on any party hereto, such invalidity shall not affect the validity or enforceability of the remainder of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and delivered as of the date and year written below.

WITNESS our hands this the 19th day of August, 1976.

SELLER

BUYER

HOUSTON NATURAL GAS CORPORATION

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

was Act

By Joe H. Foy
Joe H. Foy, President

By Allan Shivers
ALLAN SHIVERS, CHAIRMAN
Board of Regents of
The University of Texas System

ATTEST:

By Clifford G. Campbell
Clifford G. Campbell, Secretary

By Betty Ann E. Theford
BETTY ANN E. THEFORD, SECRETARY
Board of Regents of
The University of Texas System

Approval as to Form:

Dunase Wachob
University Attorney

Approval as to Content:

Edell
Deputy Chancellor
APP K

**HOUSTON NATURAL GAS CORPORATION
RATE SHEET**

EFFECTIVE AUGUST 1, 1974 TO JULY 31, 1976

Net Monthly Rates

Cooling Rate (Chilled Water)			
First	100,000 ton-hour	@	5.40¢ per ton-hour
Next	100,000 ton-hour	@	5.09¢ per ton-hour
Next	100,000 ton-hour	@	4.78¢ per ton-hour
Over	300,000 ton-hour	@	4.47¢ per ton-hour

Heating (Steam)			
First	500,000 pounds	@	\$2.24 per 1,000 pounds
Next	500,000 pounds	@	\$2.16 per 1,000 pounds
Next	500,000 pounds	@	\$2.08 per 1,000 pounds
Over	1,500,000 pounds	@	\$2.00 per 1,000 pounds

All condensate not returned to central plant will be at a rate of 8¢ per thousand pounds.

1. Adjustments

The foregoing net monthly rates shall be adjusted from time to time to reflect increased costs upon which such rates have been based:

- (a) In the event of any increase or decrease in electric, gas and/or water rates over those in effect as of June 1, 1967, Seller may add to each bill for chilled water, steam, and steam process services the full applicable amount of any such increase or decrease.
- (b) Seller may also add to each bill for chilled water, steam, and steam process services the full applicable amount of any new or additional or increased or subsequently imposed taxes or similar charges of any kind and character based, assessed, fixed or charged by any municipal or governmental authority against Seller, the Plant or Distribution System, or its revenues or charges hereunder to the extent that such taxes or similar charges shall exceed those being paid or accrued by Seller as of the commencement of service from the Plant.
- (c) The above net monthly bill shall be increased or decreased, as the case may be, at a rate of .51% for each twenty-five cent (\$.25) increase or decrease after June 1967, in the arithmetical average of the "Average Hourly Gross Earnings" of non-supervisory employees and production workers of the Fabricated Metal Products Group and of the Electric, Gas and Sanitary Services Group Compiled by the United States Department of Labor, Bureau of Labor Statistics, and officially reported on a monthly basis by the United States Department of Commerce, Office of Business Economics, in publication currently entitled "Survey of Current Business." A base "Average Hourly Gross Earnings" figure shall be determined by weighting equally the figures reported as "Average Hourly Gross Earnings" of the said Fabricated Metal Products Group and the Electric, Gas and Sanitary Services Group for the month of June, 1967, said "Average Hourly Gross Earnings" figure being \$3.19.

Adjustments for "Average Hourly Gross Earnings" shall be computed for the months of March and September and apply to bills rendered during the six months periods commencing July and December of each year.

Corrected billings covering the appropriate period or periods shall be rendered by Seller to Buyer and paid by Buyer or refunded or credited by Seller, as the case may be, for each month in which a retroactive revision of the previously reported "Average Hourly Gross Earnings" is published at variance with figures previously reported.

2. Prompt Payment Provision

The gross monthly bill shall be due and payable from any customer who fails to pay his bill in full within ten (10) days of the date of the bill. To arrive at the gross monthly bill, the net monthly bill computed at the above net monthly rates together with applicable adjustments shall be increased two per cent (2%).

3. Availability of this Schedule

Available at each point of delivery in the Texas Medical Center area for chilled water and steam service for space cooling, space heating and steam processes under written contract on Seller's standard contract form, subject to the following limitations and conditions:

- (a) Each point of delivery must be either a point serving a separate building or a central point upstream of Customer's own distribution system, serving a complex of buildings under common ownership which are either physically connected or so close together as to constitute a single operating unit, but in no event separated by a paved street owned or controlled by Texas Medical Center. A complex of buildings which was, as of December 1, 1967, being served by a common air conditioning and heating plant shall be deemed to be under common ownership.
- (b) Each point of delivery is a separate billing point, not subject to combination with other points of delivery in the application of the rates.
- (c) Standby service and service for resale or sharing with others are available only under different rate schedules to be prescribed and supplied by Seller upon request.

26. U. T. EL PASO: COMPLETION OF MAJOR PORTION OF REMAINING FACILITIES REQUIREMENTS IN MASTER PLAN - REQUEST FOR APPROPRIATIONS THEREFOR.-- Since early 1970, several new buildings have been built and major rehabilitation and remodeling of a number of existing buildings and facilities at The University of Texas at El Paso has been accomplished. The Special Events Center is nearing completion, a Satellite Energy Plant is under construction and ratification of the award of the construction contract for the Library Annex is being recommended at this meeting of the Board.

U. T. El Paso Administration has recently evaluated the overall needs remaining in the current master plan. The needs include expansion of or addition to existing facilities and buildings, site developments and improvements, utilities and services improvements, and selected land and equipment purchases. Some of the items included are:

- a. Addition to Administration Building
Expansion of Training Facility
Utility Expansion - (Connect Memorial Gym and G.U.S. Building to Satellite Energy Plant)
Handball Courts
Tennis Courts
Replace Rifle Range Facility
- b. Utility Improvements and Expansion
Site Development and Related Improvements
Additional Provisions for Handicapped.

Based on U. T. El Paso Administration's evaluations and estimates, Dr. Templeton recommends, with System Administration concurrence, that the Board appropriate \$5,000,000.00 from Permanent University Fund Bond proceeds toward completion of these projects.

27. U. T. PERMIAN BASIN: WAREHOUSE FACILITY - REQUEST FOR PROJECT AUTHORIZATION AND CONSTRUCTION AND APPROPRIATION THEREFOR.--The Administration of The University of Texas of the Permian Basin has recognized the need for expansion of warehouse facilities for the Physical Plant Department. A pre-engineered metal building of approximately 4,000 square feet is proposed, to be located on the south campus to fill this need.

President Cardozier and System Administration recommend that the Board:

- a. Authorize the construction of a warehouse for the Physical Plant Department at The University of Texas of the Permian Basin at an estimated total project cost of \$29,000.00
- b. Authorize completion of the Warehouse Facility through all necessary actions of the U. T. Permian Basin Administration and Physical Plant Department with their own forces, or through contract services, in consultation with the Office of Facilities Planning and Construction
- c. Authorize an appropriation of \$29,000.00 from Tuition Revenue Funds previously appropriated to U. T. Permian Basin for the Phase I construction.

28. GALVESTON MEDICAL BRANCH (GALVESTON MEDICAL SCHOOL): LEARNING CENTER (PROJECT NO. 601-320) - (FORMERLY AUDITORIUM FACILITIES) - PRESENTATION OF PRELIMINARY PLANS, REQUEST FOR AUTHORIZATION TO PREPARE FINAL PLANS AND ADDITIONAL APPROPRIATION THEREFOR.--At the Regents' meeting held on May 14, 1976, preliminary plans and specifications were authorized for Auditorium Facilities with a total seating capacity of 1,000 at The University of Texas Medical Branch at Galveston. During the development of preliminary plans, it appeared advantageous to combine the original program of Auditorium/Classroom, Seminar, Conference, and continuing Education Facilities with Educational Resources to include Medical Illustration, Medical Electronics, and Television. These functions are now fragmented at various locations on campus in areas needed by Teaching Departments.

The Galveston Medical Branch Administration expects this more comprehensive "Learning Center" to attract private gift funds for the construction of the project.

President Levin and System Administration recommend that the Board:

- a. Approve the preliminary plans and outline specifications for a Learning Center to include Auditorium Facilities and Educational Resources of approximately 73,000 square feet at a revised estimated total project cost of \$6,000,000.00, subject to availability of funds
- b. Appropriate an additional \$300,000.00 from Medical Branch Private Gift Funds to cover fees and miscellaneous expenses through the preparation of final plans and specifications, \$50,000.00 having been previously appropriated from Medical Branch Unexpended Plant Funds.

29. GALVESTON MEDICAL BRANCH (GALVESTON MEDICAL SCHOOL): ALTERATIONS AND ADDITIONS TO BASIC SCIENCE TEACHING AND RESEARCH FACILITIES - REQUEST FOR APPROVAL OF THE REMODELING OF THIRD AND FOURTH FLOORS OF KEILLER BUILDING AND FUNDING THEREFOR.--To provide improved space for teaching and research for the Department of Anatomy, the Galveston Medical Branch Administration proposes to renovate 5,791 square feet of space on the third and fourth floors of the Keiller Building. This remodeling will provide greater utilization of space for neuroanatomy, microanatomy and endocrinology functions. Federal Grant funds are available for this proposed renovation.

President Levin and System Administration recommend that the Board:


- a. Approve the remodeling of the third and fourth floors of the Keiller Building for the Department of Anatomy at an estimated total project cost of \$300,000.00
- b. Authorize completion of the remodeled construction and equipping of the facility through all necessary actions of the Galveston Medical Branch Administration and Physical Plant Department with their own forces or through contract services, in consultation with the Office of Facilities Planning and Construction
- c. Approve funding of the total project cost through all appropriate actions in the expenditure of available Federal Grant funds.

30. U. T. ARLINGTON: RECOMMENDED DESIGNATION OF ON-CAMPUS LOCATIONS FOR PANHELLENIC HOUSING.--At The University of Texas at Arlington there are twenty-one fraternity and sorority organizations which have encountered difficulties in obtaining land for the construction or leasing of appropriate facilities for housing. The Administration of U. T. Arlington and its Long Range Planning Committee have given deliberate consideration to this matter and have jointly concluded that there is merit in designating an on-campus area for Panhellenic housing within the authorized boundaries of the U. T. Arlington Campus. In the Northwest portion of the campus, the proposed area for designation is bounded by Summit Avenue on the East, Fourth Street on the South, Davis Drive on the West and along both sides of West Second Street on the North. Adjacent to this block of campus property there is land for future expansion to the North along Davis Drive. These areas under consideration do not conflict with any established land use plan or long range campus development planning concept.

The Office of Facilities Planning and Construction agrees that the proposed areas are suitable for consideration since the areas are separated from contemplated academic area expansion and have nearby instruction and recreation facilities. The existing street system will accommodate safe traffic circulation and provision can be made for additional parking.

Specific details of leasing of existing facilities or construction of new housing with attendant long-term lease agreements will require future consideration by the Board.

President Nedderman recommends, with System Administration concurrence, that the Board approve the concept of designating the described on-campus location for Panhellenic organization housing within the boundaries of the U. T. Arlington campus.

 If the Board approves the concept, U. T. Arlington Administration will develop a more detailed investigative study which will be reported to the Board at a future meeting.

31. DALLAS HEALTH SCIENCE CENTER (DALLAS SOUTHWESTERN MEDICAL SCHOOL): AMBULATORY CARE CENTER - REQUEST FOR PROJECT AUTHORIZATION, APPOINTMENT OF PROJECT ARCHITECT AND APPROPRIATION THEREFOR.--There is an increasing interest at the national level in ambulatory patient care. The Dallas Health Science Center foresees a focus of attention on ambulatory care facilities for the training of medical students in primary care and family practice as well as in the specialty skills and continuing education programs. Such a facility would be a valuable resource for the Dallas Health Science Center in meeting its obligations in medical education, research and health care delivery.

President Sprague and System Administration recommend that the Board:

- a. Authorize an Ambulatory Care Center for the Dallas Health Science Center. The Institution will further refine the scope and initial program requirements in consultation with the Office of Facilities Planning and Construction and the Project Architect
- b. Appropriate \$8,000,000.00 from Permanent University Fund Bond proceeds toward construction of this teaching facility. Additional funding to come from gifts and grants
- c. Appoint Fisher and Spillman, Inc., Project Architects with instructions to make a feasibility study and prepare cost estimates for consideration of System Administration and the Board of Regents before proceeding with preparation of preliminary plans.

**Medical Affairs
Committee**

MEDICAL AFFAIRS COMMITTEE
Committee Chairman Nelson, Presiding

Date: December 10, 1976

Time: Following the meeting of the Buildings and Grounds Committee

Place: Main Building, Suite 212
U. T. Austin
Austin, Texas

	<u>Page</u> <u>MED</u>
1. U. T. Arlington (School of Nursing): Proposed Affiliation Agreements with (a) Holy Family School, Fort Worth, Texas (b) Schick Hospital, Fort Worth, Texas (c) Arlington Neuropsychiatric Center, Inc., Arlington, Texas	2
2. Dallas Health Science Center (Dallas Allied Health Sciences School): Proposed Affiliation Agreements with (a) Senior Citizens Program, City of Mesquite, Senior Citizens Center, Mesquite, Texas (b) Casa de los Amigos, Dallas, Texas (c) Joint Action in Community Service, Dallas, Texas (d) Volunteers of America, Dallas Men's Residence, Dallas, Texas (e) Dallas County Nutrition Program, Dallas, Texas	3
3. Galveston Medical Branch (Galveston Allied Health Sciences School): Proposed Affiliation Agreements with (a) The Good Shepherd Hospital, Longview, Texas (b) Clearlake Hospital, Webster, Texas (c) Houston Northwest Medical Center, Inc., Houston, Texas	4
4. Galveston Medical Branch: Proposed Affiliation Agreement with the Gulf Coast Regional Mental Health-Mental Retardation Center, Galveston, Texas	4a
5. Galveston Medical Branch and Houston Health Science Center: Proposed Affiliation Agreement with Hermann Hospital for Poison Center	10
6. Houston Health Science Center (Houston Dental Branch): Proposed Memorandum of Agreement (Affiliation) with Veterans Administration Hospital, Houston, Texas	15
7. U. T. Austin (School of Nursing): Proposed Affiliation Agreements with (a) Child Incorporated, Austin, Texas (b) Georgetown Medical-Surgical Hospital Clinic, Georgetown, Texas (c) Williamson County Health Department, Georgetown, Texas (d) Johns Community Hospital, Taylor, Texas	19

	<u>Page</u> <u>MED</u>
8. U. T. Austin: Proposed Affiliation Agreements Between the College of Pharmacy and (a) Harris Hospital, Fort Worth, Texas (b) San Antonio Community Hospital, San Antonio, Texas (c) Department of the Air Force, Wilford Hall USAF Medical Center, Lackland Air Force Base, Texas (d) Brooke Army Medical Center, San Antonio, Texas	19
9. U. T. El Paso: Proposed Agreement with Hotel Dieu Hospital and Medical Center, El Paso, Texas	24
10. Houston Health Science Center (School of Nursing): Proposed Affiliation Agreement with Harris County Hospital District	28
11. University Cancer Center: Proposed Affiliation Agreement with the Cancer Therapy and Research Foundation of South Texas, San Antonio, Texas	28
12. Dallas Health Science Center: Request to Establish a Bachelor of Science Degree in Nuclear Medicine Technology	32
13. Galveston Medical Branch: Request to Establish (a) Master of Science Degree in Nursing (b) Master of Arts and Doctor of Philosophy Degrees in Immunology	33
14. Houston Health Science Center: Request to Establish (a) Bachelor of Science Degree in Medical Technology (b) Master of Science Degree in Biomedical Communications (c) Master of Science Degree in Nursing	34

Secretary Thedford checked with System Administration and it was reported to her that all of the agreements recommended in the Medical Affairs Committee had been approved by the Office of the General Counsel.

1. U. T. Arlington (School of Nursing): Proposed Affiliation Agreements with (a) Holy Family School, Fort Worth, Texas; (b) Schick Hospital, Fort Worth, Texas, and (c) Arlington Neuropsychiatric Center, Inc., Arlington, Texas. --

RECOMMENDATION

System Administration concurs in the recommendation of President Nedderman that the proposed affiliation agreements between the Board of Regents of The University of Texas System for and on behalf of The University of Texas at Arlington School of Nursing and the facilities listed below be approved. These agreements, based on the model affiliation agreement and containing the standard hold harmless clause, will provide facilities for clinical experience for the nursing students.

Please note that the model affiliation agreement for nursing was originally approved September 12, 1970; amended September 1975 and reaffirmed on July 9, 1976. In the future, we will refer to the model affiliation agreement adopted on July 9, 1976.

- a. Holy Family School, Fort Worth, Texas
- b. Schick Hospital, Fort Worth, Texas
- c. Arlington Neuropsychiatric Center, Inc.,
Arlington, Texas

2. Dallas Health Science Center (Dallas Allied Health Sciences School): Proposed Affiliation Agreements with (a) Senior Citizens Program, City of Mesquite, Senior Citizens Center, Mesquite, Texas; (b) Casa de los Amigos, Dallas, Texas; (c) Joint Action in Community Service, Dallas, Texas; (d) Volunteers of America, Dallas Men's Residence, Dallas, Texas; and (e) Dallas County Nutrition Program, Dallas, Texas. --

RECOMMENDATION

System Administration concurs in the following recommendation of President Sprague. The agreements referred to are based on the model affiliation agreement for allied health sciences (originally approved March 6, 1970, and amended September 1975-- will be referred to hereafter as September 1975) with the exception that they do not contain the standard hold harmless clause as it was not requested. Each agreement has been reviewed and recommended by the Office of General Counsel.

October 5, 1976

Mr. E. D. Walker
Deputy Chancellor
The University of Texas System
601 Colorado Street
Austin, TX 78701

DEPUTY CHANCELLOR'S OFFICE U. T. SYSTEM	
Acknowledged.....	File.....
OCT 5 1976	
To.....	for info & return
To.....	Please advise me
To.....	Please handle

Dear Mr. Walker:

Enclosed herein are signed sets of Clinical Agreements (6) that I am forwarding to your office for review. These agreements will contribute training opportunities for our students in Rehabilitation Science and Health Care Administration.

Rehabilitation Science

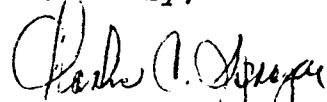
City of Mesquite, Senior Citizens Center - Mesquite, Texas
Casa de los Amigos - Dallas, Texas
Joint Action in Community Service - Dallas, Texas
Volunteers of America, Dallas Men's Residence - Dallas, Texas

Health Care Administration

Dallas County Nutrition Program - Dallas, Texas

I would appreciate your and the Board of Regents' favorable consideration of these Agreements.

Sincerely,



Charles C. Sprague, M.D.
President

ccs:db
Encls. - 6

3. Galveston Medical Branch (Galveston Allied Health Sciences School): Proposed Affiliation Agreements with (a) The Good Shepherd Hospital, Longview, Texas; (b) Clearlake Hospital, Webster, Texas; and (c) Houston Northwest Medical Center, Inc., Houston, Texas.--

RECOMMENDATION

System Administration concurs in the recommendation of President Levin that the following affiliation agreements for the clinical training of allied health sciences students at the Galveston Allied Health Sciences School of The University of Texas Medical Branch at Galveston be approved. These agreements are based on the model agreement originally approved by the Board of Regents on March 6, 1970 and amended in September 1975 (hereafter to be referred to as the September 1975 model agreement) and contain the standard hold harmless clause:

<u>Clinical Facility</u>	<u>Location</u>	<u>Specialty</u>
a. The Good Shepherd Hospital	Longview, Texas	General Clinical Training
The use of this facility for clinical training of students in allied health sciences will not only provide fine clinical training but will also serve to assist in the recruitment of students from the Longview area.		
b. Clearlake Hospital	Webster, Texas	Comprehensive Health Care (in didactic portion of curriculum)
c. Houston Northwest Medical Center, Inc.	Houston, Texas	Physical Therapy

4. Galveston Medical Branch: Proposed Affiliation Agreement with the Gulf Coast Regional Mental Health-Mental Retardation Center, Galveston, Texas. --

RECOMMENDATION

System Administration concurs in the following recommendation of President Levin and Dean Brandt that the proposed affiliation agreement with the Gulf Coast Regional Mental Health-Mental Retardation Center, with headquarters in Galveston, to provide clinical experiences for the students and house staff through the Department of Psychiatry be approved.

This proposed affiliation agreement, set out on Pages MED 5-9, contains the standard hold harmless clause and has been reviewed and recommended by the Office of General Counsel.

RECOMMENDATION OF PRESIDENT LEVIN AND DEAN BRANDT

Dear Mr. Walker:

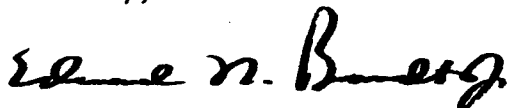
October 4, 1976

Your permission is requested to have the enclosed affiliation agreement (two originals) placed on the agenda for approval by the Board of Regents.


This agreement will permit instruction of our students and house staff in the facilities of the Gulf Coast Regional Mental Health-Mental Retardation Center. This program will be of great value to our Department of Psychiatry. Dr. E. Ivan Bruce, Chairman ad interim, has recommended its adoption, and I concur.

I urge your approval. Should there be questions, I'll be happy to answer them.

Sincerely,


Edward N. Brandt, Jr., M.D., Ph.D.
Executive Dean

APPROVED:


for William C. Levin, M.D.
President

AFFILIATION AGREEMENT

STATE OF TEXAS X
 X
COUNTY OF GALVESTON X

This AGREEMENT is executed on _____, 1976
between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM,
for and on behalf of the component institutions of The University
of Texas System, sometimes referred to as the "University," and
Gulf Coast Regional Mental Health - Mental Retardation Center,
sometimes referred to as the "Center."

WITNESSETH:

WHEREAS, the University and the Center have the following
objectives:

To provide clinical experience in terms of patient and
related instruction for students and house staff.

To improve the overall educational program of the University
by providing opportunities for learning experiences that will
progress the student to advanced levels of performance.

To increase contacts between faculties for fullest utilization
of available teaching facilities and expertise.

To establish and operate clinical educational programs of
the first rank:

NOW, THEREFORE, for and in consideration of the foregoing,
and in further consideration of the mutual benefits, the parties
to this agreement agree as follows:

1. GENERAL INFORMATION

- A. The clinical education programs will be consistent
with the academic plan for the University.
- B. The period of time for each student's clinical
education will be mutually agreed upon at least
two weeks before the beginning of each clinical
education program.
- C. The number of students eligible to participate
in the clinical education programs will be

mutually determined by agreement of the parties and may be altered by mutual agreement.

- D. The Center and University, upon mutual agreement, may use facilities of the University and its faculty for provision of training to employees of the Center for the purposes of this affiliation.
- E. The specifics of implementation of each clinical education program will be contained in a separately negotiated and developed letter of agreement, mutually agreed to by the Center and University.
- F. Furthermore, it is intended that the University and Center will enter into a separate contractual agreement.

2. RESPONSIBILITIES OF THE UNIVERSITY

- A. The University will send the name of each student to the Center at least two weeks before the beginning date of each clinical education program.
- B. The University is responsible for supplying any additional information required by the Center prior to the arrival of the students.
- C. The University will assign to the Center only those students who have satisfactorily completed the necessary prerequisite curriculum.
- D. The University will designate a faculty member to coordinate with a designee of the Center the assignment to be assumed by the student participating in each clinical education program and the supervision to be provided the student.
- E. The University will enforce rules and regulations governing students that are mutually agreed upon by the University and the Center.

3. RESPONSIBILITIES OF THE CENTER

- A. The Center shall provide jointly-planned, supervised programs of clinical experience.
- B. The Center shall maintain complete records and reports on each student's performance and provide an evaluation to the University on forms provided by the University.
- C. The Center may request the University to withdraw from a clinical education program any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Center, or whose health status is a detriment to the student's successful completion of the clinical education assignment.
- D. The Center shall, on reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records, and such other items pertaining to each clinical education program by the department or agency, or both, charged with the responsibilities for accreditation of the curriculum.
- E. The Center shall certify that it subscribes to and will adhere to the letter and spirit of Title 6 of the Civil Rights Act of 1964 in all areas relating to student participation in a clinical education program.
- F. The Center shall designate and submit in writing to the University for acceptance the name(s) and professional and academic credentials of person(s) to be responsible for the clinical education programs. The person(s) shall be called the clinical education supervisor(s).

- G. The Center shall immediately notify the University in writing of any change or proposed change in the clinical education supervisor(s).

4. RESPONSIBILITY OF THE STUDENT

The student

- A. is responsible for following the administrative policies of the Center;
- B. is responsible for providing the necessary and appropriate uniforms required but not provided by the Center;
- C. is responsible for his own transportation and living arrangements when not provided for by the Center;
- D. is responsible for reporting to the Center on time and following all established regulations during the regularly scheduled operating hours of the Center;
- E. will not submit for publication any material relating to the clinical education experience without prior written approval of the Center and the University.

5. LIABILITY

Insofar as the University is authorized by the Constitution and laws of the State of Texas, the University agrees to hold the Center harmless from and against any and all liability resulting from the use of the Center by the University. The University does not agree to hold the Center harmless for the gross or willful negligence of the Center, its officers, employees, or agents, or the actions of a third party over which the University has no supervision, control, or jurisdiction.

6. TERM OF AGREEMENT, MODIFICATION, TERMINATION

This agreement is for a term of one year from the date of execution and shall continue thereafter from year to year unless terminated by either party upon giving six months advance written notice to the other party by certified mail. Except under unusual conditions, such notice shall be submitted before the beginning of a clinical education period.

EXECUTED by the parties on the day and year first above written.

ATTEST:

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman

ATTEST:

GULF COAST REGIONAL MENTAL HEALTH
- MENTAL RETARDATION CENTER

By _____
D.S. Francisco Jr

Approved as to Form:

Approved as to Content:

Dunce Waldrop
University Attorney

Willie Walker
Deputy Chancellor

5. Galveston Medical Branch and Houston Health Science Center (Houston Medical School): Proposed Affiliation Agreement with Hermann Hospital for Poison Center. --

RECOMMENDATION

System Administration concurs in the following recommendation of President Levin and President Berry that the proposed affiliation agreement with Hermann Hospital, to expand the existing Poison Center at Galveston Medical Branch, be approved. This agreement, set out on Pages MED 11-14, contains the standard hold harmless clause.

This expansion of the Galveston Medical Branch Poison Center will be known as the "Southeast Texas Poison Center" and will provide a wider geographic range of service and education to the Houston-Galveston area, to southeast Texas and the State of Texas.

RECOMMENDATION OF PRESIDENT LEVIN AND PRESIDENT BERRY

October 13, 1976

Mr. E. D. Walker
Deputy Chancellor
THE UNIVERSITY OF TEXAS SYSTEM
601 Colorado Street
Austin, TX 78701

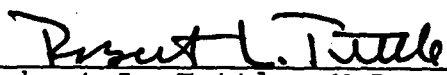
Dear Mr. Walker:

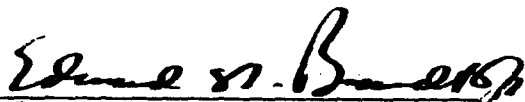
Enclosed are two originals of an affiliation agreement between The University of Texas Medical Branch at Galveston; The University of Texas Medical School at Houston and Hermann Hospital.

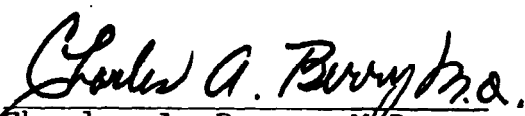
The affiliation agreement will permit the expansion of UTMB Poison Center to involve UTMSH and Hermann Hospital and thereby become a more effective entity for both service and education.

We are requesting your approval to submit the document to the Board of Regents as an agenda item.

Thank you very much.


Robert L. Tuttle, M.D.
Dean
UTMSH


Edward N. Brandt, Jr., M.D., Ph.D.
Executive Dean
UTMB


Charles A. Berry, M.D.
President
UTHSC-Houston


William C. Levin, M.D.
President
UTMB

Office of the Executive Dean
(713) 765-2671
DEPUTY CHANCELLOR'S OFFICE
U. T. SYSTEM
Acknowledged.....File.....
OCT 18 1976
To.....for info & return
To.....Please advise me
To.....Please handle

AFFILIATION AGREEMENT

STATE OF TEXAS X
 X
COUNTY OF GALVESTON X

This AGREEMENT is executed on _____,
1976, between the BOARD OF REGENTS OF THE UNIVERSITY OF
TEXAS SYSTEM, for and on behalf of two component institu-
tions of The University of Texas System, namely The Uni-
versity of Texas Medical Branch at Galveston (UTMB) and
The University of Texas Medical School at Houston (UTMSH),
hereinafter referred to as "Board", and HERMANN HOSPITAL,
Houston, Texas, hereinafter referred to as "the Hospital".

W I T N E S S E T H :

WHEREAS, it is agreed by the parties to be of mutual
interest and advantage to provide an expanded UTMB Poison
Center operation for the Houston - Galveston area, southeast
Texas, and the State of Texas. This new expanded operation
is to be known as the "Southeast Texas Poison Center (STPC)."

1. Operation

- A. The STPC will be physically located at the
present UTMB Poison Center locations along
with the auxiliary locations in the Hospital
emergency room and in the UTMSH Pediatric
Clinic.
- B. Telephone inquiries regarding poisoning
emergencies will be answered at both the
Houston and Galveston locations on a time-
shared basis. A toll-free telephone line
(with a Houston telephone number) from
Houston to Galveston is to be provided by

UTMB with an extension to be installed at the Hospital emergency room location. In this way the telephone will ring simultaneously at both the UTMB and Hospital locations.

- C. The present UTMB Poison Center staff will provide telephone coverage for approximately one-half of the day and the UTMSH pediatric staff will provide telephone coverage for the other half of the day. The present UTMB Poison Center staff will continue to act as an information backup to the UTMSH-Hospital portion of the STPC.
- D. Special training for the UTMSH pediatric staff will be provided by the present UTMB Poison Center staff. UTMB and the Hospital will serve as the tertiary medical care facilities for poisonings requiring treatment occurring in the Harris County-southeast Texas areas. Poisoning victims requiring medical treatment (located in the Texas Medical Center area) will be referred to the Hospital emergency room for treatment, with the emergency room staff being contacted before the patient's arrival (as with other member hospitals in the present UTMB Poison Center network).
- E. Toxicology laboratory testing (on a fee-for-service basis) will be made available by UTMB and UTMSH to the present UTMB Poison Center member hospitals as well as for new member hospitals of the STPC.

- F. A Xerox telecopier will be installed in the Hospital emergency room location, thereby allowing for a written copy of the poisoning information to be sent between the Hospital and UTMB. This telecopier will also serve to link the Hospital and UTMB with the National Poison Center network.
- G. The present UTMB Poison Center staff will provide inservice training programs for the emergency room personnel of the Hospital dealing with the medical management of patients exposed to toxic substances.
- H. Administrative control of the STPC will be retained at UTMB. All publicity, secretarial, administrative, and miscellaneous services will be coordinated by UTMB staff.
- I. The Director of Medical Education of UTMSH Pediatric Department will serve as an Associate Director of STPC.
- J. All telephone inquiries for poisoning information will be recorded and reviewed daily by the Co-Director of STPC.
- K. A new communication package to be used in publicizing the new STPC name and location is to be obtained from the National Poison Center with the cost (\$3,000) to be borne by the Hospital.
- L. To help with the additional costs of training personnel, inservice programs, telecopier rental, new toll-free telephone lines, and miscellaneous expenses of the new expanded STCP, the Hospital will make a \$2,000

annual contribution to the UTMB portion of the STPC.

2. Term of Agreement, Modification, Termination

- A. This Agreement is for a term of one year and thereafter from year to year unless terminated by the designated parties on ninety days' written notice to the others.
- B. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment when designated parties agree to such amendment.

Insofar as Board is authorized by the Constitution and laws of the State of Texas, Board agrees to hold the Hospital harmless from and against any and all liability resulting from the use of the Hospital by UTMB and UTMSH. Board does not agree to hold the Hospital harmless for the gross or willful negligence of the Hospital, its officers, employees, or agents, or the actions of a third party over which Board has no supervision, control, or jurisdiction.

EXECUTED by the parties on the day and year first above written.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman

ATTEST:

HERMANN HOSPITAL

Karen L. Pugh

By William F. Somers

Approved as to Content:

Approved as to Form:

[Signature]
Deputy Chancellor

[Signature]
University Attorney

6. Houston Health Science Center (Houston Dental Branch): Proposed Memorandum of Agreement (Affiliation) with Veterans Administration Hospital, Houston, Texas. --

RECOMMENDATION

System Administration concurs in the recommendation of President Berry that the proposed memorandum of agreement (affiliation), set out on Pages MED 16-18 , for the clinical training of dental residents at the Veterans Administration Hospital, Houston, Texas, be approved. This memorandum of agreement (affiliation) follows the same format as agreements with other V. A. hospitals, and the hold harmless clause was not requested.

The use of this facility will provide education programs and clinical experiences for dental residents.

MEMORANDUM OF AGREEMENT (AFFILIATION)

B E T W E E N

THE VETERANS ADMINISTRATION HOSPITAL, HOUSTON, TEXAS, AND
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

This Agreement, when approved by the United States Veterans Administration and the Board of Regents of The University of Texas System, shall authorize the Veterans Administration Hospital to affiliate with the Board of Regents of The University of Texas System, for and on behalf of The University of Texas Health Science Center and its Dental Branch at Houston, for the purpose of education and training programs conducted with the Veterans Administration Hospital. The Veterans Administration retains full responsibility for the care of patients, including all administrative and professional functions pertaining thereto.

Responsibilities shall be divided as follows:

1. The University of Texas Health Science Center at Houston, Dental Branch:

a. Will appoint a faculty representative to the Dean's Committee which is composed of senior faculty members of the Baylor College of Medicine.

b. Will nominate to the Veterans Administration Hospital Director on an annual basis a staff of consulting and attending specialists in the number and with the qualifications agreed upon by the Dean's Committee and the Veterans Administration.

c. Will supervise, through the Veterans Administration Hospital Director and the staff of consulting and attending specialists, the education and training programs of the Veterans Administration Hospital and such programs as are operating jointly by the Veterans Administration and the Dental Branch.

d. Will nominate all dentists for residency or other graduate education and training programs in the numbers and with the qualifications agreed upon by the Dean's Committee and the Veterans Administration.

2. The Veterans Administration:

a. Will operate and administer the Veterans Administration Hospital.

b. Will appoint qualified physicians and dentists to full-time and regular part-time staff of the Hospital. Nominations to the Hospital Director by the Dean's Committee for full-time and regular part-time positions shall be welcomed. The regularly appointed staff, including Chiefs of Services, shall be fully responsible to their immediate superiors in the Veterans Administration.

c. Will consider for appointment the attending and consulting staff and the dentist trainees nominated by the College and recommended by the Dean's Committee.

d. Will cooperate fully with The University of Texas Dental Branch in the conduct of appropriate programs of education, training, and research.

3. The Director, Veterans Administration Hospital:

a. Will be fully responsible for the operation of the Veterans Administration Hospital.

b. Will cooperate with the Dean's Committee in the conduct of education and training programs and in evaluation of all participating individuals and groups.

4. Chiefs of Service:

a. Will be responsible to their superiors in the Veterans Administration for the conduct of their service.

b. Will, in cooperation with consulting and attending staff, supervise the education and training programs within their respective services.

5. The Attending Staff:

a. Will be responsible to the Chief, Dental Service.

b. Will accept responsibility for the proper care and treatment of patients in their charge upon delegation by the Hospital Director or his designee.

c. Will provide adequate training to house staff assigned to their service.

d. Will hold faculty appointment in The University of Texas Dental Branch or will be outstanding members of the profession with equivalent professional qualifications acceptable to the Veterans Administration.

6. Consultants:

a. Will be members of the faculty, of professional rank, in The University of Texas Dental Branch, or equivalent professional qualifications acceptable to the Veterans Administration, and subject to VA regulations concerning consultants.

b. Will, as representatives of The University of Texas Dental Branch, participate in and take responsibility for the education and training programs of the Veterans Administration Hospital, subject to VA policy and regulations.

c. Will afford to the Hospital Director, Chief of Staff, and the Chief, Dental Service the benefit of their professional advice and counsel.

TERMS OF AGREEMENT:

1. The University of Texas Dental Branch will not discriminate against any employee or applicant for employment or registration in its course of study because of race, color, sex, creed, or national origin.

2. Nothing in this Agreement is intended to be contrary to State or Federal laws, and in the event of conflict, the State and Federal laws will supersede this Agreement.

3. Civil actions arising from alleged negligence or wrongful conduct of house staff while engaged in patient care or related activities at the Veterans Administration Hospital, Houston, Texas, will be considered and acted upon in accordance with the provisions of 38 U.S.C. 4116.

4. This Agreement may be terminated at any time upon the mutual consent of both parties or upon six (6) months advance written notice given by either party. An annual review of policies and procedures will be made.

EXECUTED this _____ day of _____, 1976.

VETERANS ADMINISTRATION HOSPITAL

By _____
J. J. Cox
Hospital Director
Veterans Administration Hospital
Houston, Texas

By _____
John D. Chase, M.D.
Chief Medical Director
Department of Medicine and Surgery
Veterans Administration

ATTEST:


BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman

Approved as to Form:

Approved as to Content:


University Attorney

Deputy Chancellor

7. U. T. Austin (School of Nursing): Proposed Affiliation Agreements with (a) Child Incorporated, Austin, Texas; (b) Georgetown Medical-Surgical Hospital Clinic, Georgetown, Texas; (c) Williamson County Health Department, Georgetown, Texas, and (d) Johns Community Hospital, Taylor, Texas. --

RECOMMENDATION

System Administration concurs in the recommendation of President Rogers that the proposed affiliation agreements between the Board of Regents of The University of Texas System for and on behalf of The University of Texas at Austin School of Nursing and the facilities listed below be approved. These agreements, based on the model affiliation agreement and containing the standard hold harmless clause, will provide facilities for clinical nursing experience for the nursing students.

Please note that the model affiliation agreement for nursing was originally approved September 12, 1970; amended September 1975, and reaffirmed on July 9, 1976. In the future, we will refer to the model affiliation agreement adopted on July 9, 1976.

- a. Child Incorporated, Austin, Texas
 - b. Georgetown Medical-Surgical Hospital Clinic, Georgetown, Texas
 - c. Williamson County Health Department, Georgetown, Texas
 - d. Johns Community Hospital, Taylor, Texas
8. U. T. Austin: Proposed Affiliation Agreements Between the College of Pharmacy and (a) Harris Hospital, Fort Worth, Texas; (b) San Antonio Community Hospital, San Antonio, Texas; (c) Department of the Air Force, Wilford Hall USAF Medical Center, Lackland Air Force Base, Texas; and (d) Brooke Army Medical Center, San Antonio, Texas.--

RECOMMENDATION

System Administration concurs in the recommendation of President Rogers that the following four affiliation agreements for the College of Pharmacy be approved:

- a. Harris Hospital, Fort Worth, Texas
- b. San Antonio Community Hospital, San Antonio, Texas
- c. Department of the Air Force, Wilford Hall USAF Medical Center, Lackland Air Force Base, Texas
- d. Brooke Army Medical Center, San Antonio, Texas

The agreements with (a) Harris Hospital, (b) San Antonio Community Hospital and (c) Department of the Air Force, Wilford Hall USAF Medical Center are based on the model affiliation agreement for the College of Pharmacy approved by the Board of Regents on September 12, 1975. These agreements contain the standard hold harmless clause.

The Brooke Army Medical Center proposed agreement set out on Pages MED 20-24 does not contain the hold harmless clause as one was not requested.

All four proposed agreements have been approved as to legal form by the Office of General Counsel.

AFFILIATION AGREEMENT

THE STATE OF TEXAS |

COUNTY OF TRAVIS |

This AGREEMENT is executed on _____, 1976 between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of the Component Institutions of The University of Texas System, sometimes referred to as "University", and BROOKE ARMY MEDICAL CENTER, sometimes referred to as "The U. S. Army Medical Facility", or "the Army".

WITNESSETH:

WHEREAS, the University and the Facility have the following common objectives: (1) to provide clinical experience in terms of patient and related instruction for students of the University; (2) to improve the overall educational program of the University by providing opportunities for learning experiences that will progress the student to advanced levels of performance; (3) to increase contacts between academic faculties and clinical faculties for fullest utilization of available teaching facilities and expertise; and (4) to establish and operate a Clinical Education Program of the first rank:

NOW THEREFORE, for and in consideration of the foregoing, and in further consideration of the mutual benefits, the parties to this agreement agree to the specifics hereinafter incorporated as BAMC Form 374NS, dated 1 April 1976.

I. BACKGROUND

1. The Board of Regents of The University of Texas System has established an approved professional program of special training in preparation for B. S. Degree in Pharmacy. The program requires clinical facilities where the student can obtain the clinical learning experience required in the curriculum.

2. The U. S. Army medical facility, Brooke Army Medical Center, has the needed clinical facilities for Pharmacy trainees at the University to obtain part of the clinical learning experience required. It is to the benefit of the University for Pharmacy trainees to use the clinical facilities of the U. S. Army medical facility, Brooke Army Medical Center, to obtain their clinical learning experience.

3. The U. S. Army medical facility, Brooke Army Medical Center, and the Department of the Army will benefit from making clinical facilities available to Pharmacy trainees of the University. The Army will obtain the trainees' clinical learning experience while contributing to the educational preparation of a future supply of pharmacists.

4. Clinical trainees, during clinical training at the Army medical facility, will be under the jurisdiction of facility officials for training purposes and will follow facility rules.

5. The affiliation is controlled by and subject to title 5, US Code, section 5351-6, 8144, and 8331-2.

II. UNDERSTANDING

1. The U. S. Army medical facility will ---

a. Make available the clinical and related facilities needed for the clinical learning experience in Pharmacy by students enrolled in the basic professional Pharmacy program at the University and who are designated by the University for such learning experience under the supervision of the University.

b. Arrange clinical learning experience schedules that will not conflict with those of the educational institutions.

c. Designate a Pharmacy officer to coordinate the trainees' clinical learning experience in the Pharmacy Program. This will involve planning with faculty or staff members for the assignment of trainees to specific clinical cases and experiences including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the facility.

d. Provide, whenever possible in connection with the trainee's clinical learning experience, reasonable classroom, conference room, office, and storage space for participating trainees and their faculty or staff supervisors, if assigned, and, if feasible, dressing and locker room space.

e. Permit, on reasonable request, the inspection of clinical and related facilities for agencies charged with the responsibility for accreditation of The University of Texas.

2. The University of Texas will ---

a. Provide the Commanding Officer of the facility with the number of trainees to be assigned, the dates and hours they will be assigned, and the clinical service to which they will be assigned, by the beginning of each training period.

b. Where indicated and upon mutual agreement, provide faculty or staff members to assume the responsibility for instruction and supervision of the trainees' clinical learning experiences.

c. Have the faculty or staff member, if any, coordinate with designated Pharmacy officer, the assignment that will be assumed by the trainees while participating in their clinical learning experience, and their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the facility.

d. Provide and maintain the personal records and reports necessary for conducting the trainees' clinical learning experience.

e. Enforce rules and regulations governing trainees that are mutually agreed on by the non-Federal institution and the facility.

f. Be responsible for health examinations and such other medical examinations and protective measures as the facility and non-Federal institution mutually find to be necessary.

g. Prohibit the publication by the trainees and faculty or staff members of any material relative to their clinical learning experience that has not been reviewed by the Army medical facility in order to assure that no classified information is inadvertently published, that infringement of patients' right to privacy is avoided, and that accuracy with respect to military procedures is complete. Any article written by a trainee which has been based on information acquired through his clinical learning experience must clearly reflect that DA does not endorse the article, even where a review has been made prior to publication. This is accomplished by requiring a disclaimer paragraph to appear with each such article written:

"The opinion and conclusions presented herein are those of the author and do not necessarily represent the views of the Army medical facility the Department of the Army or any other governmental agency."

III. TRAINING

The training term shall be from September to August. This agreement may be terminated by either institution or an individual trainee by written notification to all concerned. Except under unusual conditions, such information will be submitted prior to the beginning of a particular training period.

EXECUTED by the parties on the day and year first above written.

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By _____

ATTEST:

BROOKE ARMY MEDICAL CENTER

By _____

Approved as to Form:

Approved as to Content:


University Attorney


Deputy Chancellor


Associate Deputy Chancellor
for Academic Affairs

- 9. U. T. El Paso: Proposed Agreement with Hotel Dieu Hospital and Medical Center, El Paso, Texas (Undergraduate Social Welfare Training Project). --

RECOMMENDATION

System Administration concurs in the recommendation of President Templeton that the agreement, set out on Pages MED 25-27, between the Board of Regents of The University of Texas System for and on behalf of The University of Texas at El Paso and the Hotel Dieu Hospital and Medical Center, El Paso, Texas, be approved. This agreement provides for the use of educational facilities for students enrolled in the Undergraduate Social Welfare Training Project.

This agreement, which has been approved by the Office of General Counsel, contains the standard hold harmless clause.

A G R E E M E N T

This AGREEMENT by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of The University of Texas at El Paso, hereinafter called "University" and the HOTEL DIEU HOSPITAL AND MEDICAL CENTER, a corporation of the State of Texas, hereinafter called "Hospital",

W I T N E S S E T H :

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that students enrolled in the Undergraduate Social Welfare Training Project at The University of Texas at El Paso be provided the benefit of educational facilities for practical experience in social services in hospitals.

WHEREAS, Hospital is agreeable for University to obtain social welfare experience for a mutually agreed upon number of students of the Undergraduate Social Welfare Training Project:

NOW, THEREFORE, for and in consideration of the foregoing, and in further consideration of the mutual benefits, the parties agree as follows:

I. RESPONSIBILITIES OF THE UNDERGRADUATE SOCIAL WELFARE TRAINING PROJECT.

1. It shall be the responsibility of the University to plan and conduct a cooperative and coordinated education program of instruction with Hotel Dieu Hospital and Medical Center.

2. The University will provide qualified instructors for all general and/or supportive course work as prescribed in its program.

3. The University will provide administrative functions to include student admission, scheduling, attendance, and maintaining achievement records for all students.

4. Instructors and students of the University program will abide by the policies and regulations of Hotel Dieu Hospital and Medical Center while using its facilities.

5. Insofar as the University is authorized by the Constitution and the laws of the State of Texas, the University agrees to hold the Hotel Dieu Hospital and Medical Center harmless from and against any and all liabilities resulting from the use of its facilities by the University. The University does not agree to hold the Hotel Dieu Hospital and Medical Center harmless for the gross or willful negligence of Hospital, its officers or agents or the actions of a third party over which the University has no supervision, control or jurisdiction.

II. RESPONSIBILITIES OF HOTEL DIEU HOSPITAL AND MEDICAL CENTER.

1. Hospital agrees to cooperate to insure the success of the program.

2. Hospital agrees to provide adequate facilities to obtain experience in the following areas:

a. A social service department with a variety of experiences as may be agreed upon.

b. It is hereby agreed that students may be transferred to other agencies to obtain experience in specified areas not available at Hospital.

3. Hospital shall provide close and competent supervision for the student, scheduling regular meetings and submitting a written evaluation on the performance of the student at specified times.

4. The department shall comply with standard Hospital safety regulations.

5. Hospital shall provide office equipment and office supplies needed for field work.

III. JOINT RESPONSIBILITIES.

1. This Agreement should be reviewed and evaluated yearly by both parties and revisions and/or alterations made as is deemed advisable.

2. Selection and assignment of students will be by mutual agreement of the parties.

3. Release of students from the program may be effected by the:

a. Written documentation from key Hospital personnel indicating specifically the reason for such recommended action.

b. Advance written notice by the University program coordinator indicating the insufficient performance by the student.

IV. TERMINATION.

This Agreement is for a term of one year from the date of execution and shall continue thereafter from year to year unless terminated by either party upon giving six months notice in writing to the other party by registered mail. Those students enrolled at the date of termination will be permitted to complete their respective field work period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on _____, 1976.

ATTEST:

Secretary

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By _____
Chairman

ATTEST:

Blanche Fatach
Secretary

HOTEL DIEU HOSPITAL AND
MEDICAL CENTER

By Sister Marie Brethling

Approved as to Content:

[Signature]
Deputy Chancellor

Approved as to Form:

[Signature]
University Attorney

[Signature]
Associate Deputy Chancellor
for Academic Affairs

10. Houston Health Science Center (School of Nursing): Proposed Affiliation Agreement with Harris County Hospital District. --

RECOMMENDATION

System Administration concurs in the recommendation of President Berry that the proposed affiliation agreement between the Board of Regents of The University of Texas System for and on behalf of The University of Texas Health Science Center at Houston and its Nursing School and the Harris County Hospital District be approved.

This agreement, based on the model affiliation agreement, does not contain the standard hold harmless clause as one was not requested. This agreement will provide training for the nurses at The University of Texas Health Science Center at Houston School of Nursing.

11. University Cancer Center: Proposed Affiliation Agreement with the Cancer Therapy and Research Foundation of South Texas, San Antonio, Texas. --

RECOMMENDATION

System Administration concurs in the recommendation of President Clark through Dr. Painter that the proposed affiliation agreement with the Cancer Therapy and Research Foundation of South Texas in San Antonio for a Community Radiotherapy Center Program be approved. The Office of General Counsel has reviewed this agreement for recommendation.

The proposed agreement will offer a program of cancer treatment, education, and research to San Antonio area.

A copy of the proposed agreement is set out on Pages MED 29-31 .

AGREEMENT

THE STATE OF TEXAS |
COUNTY OF HARRIS |

This AGREEMENT made and entered into this _____ day of _____, 1976, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, a state agency duly authorized to execute this contract, for and primarily in behalf of The University of Texas System Cancer Center in Houston, hereinafter sometimes called "Cancer Center," and the Board of Governors of the Cancer Therapy and Research Foundation of South Texas, specifically the Cancer Therapy and Research Center, San Antonio, Texas, hereinafter sometimes called "CTRC,"

WITNESSETH:

WHEREAS, during the past half century advances in medicine have been more significant and rapid than in any other previous period of history, and over the past two decades the pace has increased dramatically and appears to be accelerating; and

WHEREAS, in recognition of contemporary trends and future requirements, Cancer Center and CTRC agree on the desirability of establishing a closer working relationship between the two institutions, who share a common commitment to offer the people of San Antonio, Texas, region a program of excellence in cancer treatment, education and research and also share the desire to coordinate all medical resources for the benefit of improved patient care and the development of CRTC as a medical center;

NOW, THEREFORE, with these objectives in mind and with an intent to develop both institutions to the maximum extent consistent with the interests of each, Cancer Center and CTRC hereby agree as follows:

I. EXTENT OF AFFILIATION

The purpose of this agreement is to establish a broad framework of policy to foster communications and cooperative programs between Cancer Center and CTRC. It is agreed that the initiative for establishing definitive relationships will be vested in the respective department heads of the departments within Cancer Center and chief of staff or his designated representative at CTRC. It is understood that individual departments of either institution may or may not establish affiliations depending upon their needs and circumstances, and it is

further understood that such affiliations are subject to appropriate action by the respective governing bodies.

2. PROVISION FOR FACULTY APPOINTMENTS FOR CTRC STAFF MEMBERS

Both parties agree that academic status is a strong inducement for attracting well qualified individuals for teaching positions at CTRC, and that academic appointments made by Cancer Center for individuals in full-time or key positions at CTRC will be granted on an individual basis subject to approval in the CTRC.

(1) CTRC Professional Staff Membership:

All Professional Staff appointments will be made in accordance with CTRC Medical and Professional Staff Bylaws.

(2) Cancer Center Faculty Appointment:

Mutual agreement between CTRC and Cancer Center is required for appointment of CTRC Staff members to Cancer Center. Such faculty appointments shall be made in accordance with Cancer Center procedures with definition of faculty title, duties, amount of compensation (if any), and term of appointment.

3. JOINT SPONSORSHIP OF EDUCATIONAL AND RESEARCH ACTIVITIES

Educational and research projects at CTRC may be jointly sponsored with Cancer Center. In such cases there will be prior agreement at the appropriate administrative level of each institution as to the extent of the responsibility of each institution in the administration of educational, research and other program funds, provision of staff facilities and ownership of equipment purchased with educational and research funds.

4. PROVISION FOR REVIEW OF RELATIONSHIP

Both parties agree that a productive and harmonious relationship between the two institutions depends upon maintaining effective channels of communication. The parties anticipate that routine matters will be handled and decided mutually through continuous contacts at the department level. At least annually, and more frequently if necessary, a group representing each institution shall review and discuss over-all relationships and policies and other matters of common concern.

If any aspect of this agreement becomes unsatisfactory, a joint committee appointed by the respective institutions' governing body shall be responsible for discussing and resolving the questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities in each institution. If problems develop which are sufficiently serious and cannot be resolved, dissolution of the agreement may be indicated. Effective date of such dissolution shall be mutually agreed upon with adequate time to allow each institution to make necessary arrangements in an orderly manner.

5. NON-RESTRICTIVE AGREEMENT

It is understood that this document does not include or preclude other agreements or arrangements between the parties to this affiliation and other institutions.

6. TERM OF AGREEMENT, MODIFICATION, TERMINATION

This agreement shall become effective upon its execution and shall continue in effect thereafter from year to year unless terminated by either party upon giving ninety days advance written notice to the other party.

EXECUTED this the _____ day of _____, 1976.

ATTEST:

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman of the Board

ATTEST:

BOARD OF GOVERNORS OF THE CANCER THERAPY
AND RESEARCH FOUNDATION OF SOUTH TEXAS

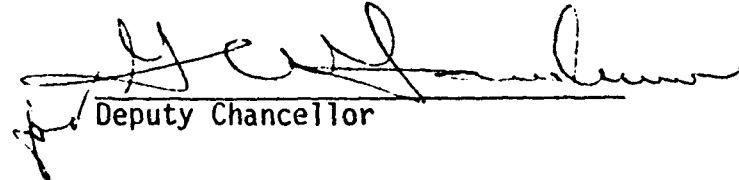
Witness

President of the Board

Approved as to Form:

Approved as to Content:


University Attorney


Deputy Chancellor

DEGREE PROGRAMS

The following items (Nos. 12, 13 & 14) are requests for permission to establish degree programs at the various component institutions. The Coordinating Board has only scheduled one meeting for consideration of new degree programs, and that is on April 1, 1977. However, all programs to be considered by the Coordinating Board on that date must be filed with the Coordinating Board by December 1, 1976.

With that in mind, proposals for the following degree programs will be submitted to the Coordinating Board by the deadline date but with the strict understanding that if the Board of Regents fails to approve any of these requests for new degree programs, the requests and material submitted to the Coordinating Board will be withdrawn without prejudice.

SECRETARY'S NOTE: The minute order for each of these items will provide that if the recommendation is approved by the Board of Regents and permission is given by the Coordinating Board to establish the new degree program, the first catalog published thereafter will be amended to include the new program:

12. Dallas Health Science Center: Request to Establish a Bachelor of Science Degree in Nuclear Medicine Technology (Catalog Change). --

Dallas Health Science Center Degree Program Request

The University of Texas Health Science Center at Dallas requests approval of a new degree program leading to the Bachelor of Science Degree in Nuclear Medicine Technology. Dallas Health Science Center further requests that this degree proposal be forwarded to the Coordinating Board for their consideration to be effective upon their approval of the institution's certification of funding.

Bachelor of Science Degree in Nuclear Medicine Technology

There is a shortage of trained specialists in Nuclear Medicine Technology and the Health Science Center at Dallas proposes a baccalaureate degree program to help meet this need. Surveys conducted have clearly indicated the need for additional training opportunities in this highly specialized technology area. The proposed program will be administered in the Department of Health Care Sciences in the School of Allied Health Sciences. The essentials for accreditation of nuclear medicine technologists have been established by a Joint Review Committee on Educational Programs in Nuclear Medicine Technology. This program will be submitted for accreditation at the appropriate time.

Funds to support the program have been included in the planning of the Health Science Center and will come from state and grant sources. The facilities for the program are adequate and will use clinical facilities in several hospitals in the area. A program director will be needed initially to implement the program. Library resources are adequate.

System Administration Recommendation

System Administration concurs in the recommendation of President Sprague that the new degree program for a Bachelor of Science Degree in Nuclear Medicine Technology be approved and that this proposal be forwarded to the Coordinating Board for their consideration.

13. Galveston Medical Branch: Request to Establish (a) Master of Science Degree in Nursing and (b) Master of Arts and Doctor of Philosophy Degrees in Immunology (Catalog Change). --

Galveston Medical Branch Degree Program Requests

The University of Texas Medical Branch at Galveston requests approval of the following new degree programs:

- (a) Master of Science Degree in Nursing
- (b) Master of Arts and Doctor of Philosophy Degrees in Immunology

The Galveston Medical Branch further requests that these degree proposals be forwarded to the Coordinating Board for consideration to be effective upon their approval of the institution's certification of funding.

(a) Master of Science Degree in Nursing

The Master of Science Degree in Nursing program is needed in Galveston to provide graduate education opportunities for the many registered nurses in the Galveston area who seek to further their education. The nursing education program is expanding in Galveston with sixty graduates having completed their master's at the U.T. Medical Branch prior to reorganization in 1968. A master's currently exists as an off-campus extension from The University of Texas Health Science Center at San Antonio, and twenty students are expected to complete the program during this academic year. The proposed graduate program will be reviewed as part of the normal accreditation by the National League for Nursing and the State Board of Nurse Examiners.

The program will be self-supporting from formula generated funds during the first year. No new facilities will be required and current library resources are adequate.

(b) Master of Arts and Doctor of Philosophy Degrees in Immunology

The University of Texas Medical Branch at Galveston proposes a graduate program which leads to a Master of Arts degree and a Doctor of Philosophy degree in Immunology. Candidates accepted into the program will normally be those who intend to complete the Ph.D. degree and they will receive the M.A. degree after completion of appropriate work. There is a demand for highly trained people in Immunology and this program will help fill that need. The program will be administered by a program director appointed by the Dean of the Graduate School. No special accreditation is required.

Funds for the program are available. The program will be taught by current faculty constituting the Immunology group. No new facilities are required to initiate the program, and the library is entirely adequate. This proposal has been reviewed by an external panel and the results of that review will be available at the Board meeting.

System Administration Recommendation

System Administration concurs in the recommendation of President Levin that the degree programs at the Galveston Medical Branch for (a) Master of Science Degree in Nursing and (b) Master of Arts and Doctor of Philosophy Degrees in Immunology be approved and that the proposals be forwarded to the Coordinating Board for their consideration.

14. Houston Health Science Center: Request to Establish (a) Bachelor of Science Degree in Medical Technology, (b) Master of Science Degree in Biomedical Communications, and (c) Master of Science Degree in Nursing (Catalog Change).--

Houston Health Science Center Degree Program Requests

The University of Texas Health Science Center at Houston requests approval of the following new degree programs:

- (a) Bachelor of Science Degree in Medical Technology
- (b) Master of Science Degree in Biomedical Communications
- (c) Master of Science Degree in Nursing

The Houston Health Science Center further requests that these degree proposals be forwarded to the Coordinating Board for consideration to be effective upon their approval of the institution's certification of funding.

(a) Bachelor of Science Degree in Medical Technology

The Houston Health Science Center proposes to upgrade the existing certificate program in Medical Technology Education to a Bachelor of Science Degree in Medical Technology. There is a demand for more medical technologists in Texas and this need is particularly acute in the Houston area. The program will be administered by the Division of Medical Laboratory Sciences in the School of Allied Health Sciences. The present certificate program is fully accredited by the National Agency for Accreditation of Clinical Laboratory Sciences and reaccreditation will be obtained as the program is changed from a certificate to a baccalaureate degree program.

Funds are available for the program which will have little additional costs over the certificate program. No new faculty are needed for this program. Library resources are adequate.

(b) Master of Science Degree in Biomedical Communications

The Health Science Center in Houston proposes an extension of the post-baccalaureate certificate program in Biomedical Communications to a Master of Science Degree program in Biomedical Communications. This program will produce media generalists capable of filling managerial level positions with understanding of the functions in today's complex health care facilities. The program will be administered by the Division of Allied Health Instructional Development in the School of Allied Health Sciences.

Funds are available for this program which will constitute no additional costs initially above that presently available for the post-baccalaureate certificate program. No additional facilities are needed and no new faculty are required. The library and other supportive resources in the Houston area are adequate.

(c) Master of Science Degree in Nursing

Houston comprises the largest center of medical activity in Texas and has a large registered nurse population desirous of continuing education. Master of Science Degree in Nursing at the Houston Health Science Center will provide opportunities for graduate training in nursing with particular emphasis on a clinical major in general rehabilitation nursing with several specializations. The program also provides a functional major for individuals interested in teaching and/or administration. The nursing education program is being expanded in Houston and currently twelve students are enrolled in graduate nursing

courses as an off-campus extension from the Health Science Center in San Antonio. The proposed graduate program will be reviewed as a part of the normal accreditation by the National League for Nursing and the State Board of Nurse Examiners.

The program will become self-supporting under formula generated funds after the first year. More space is planned for the nursing program in Houston and the facilities will be entirely adequate for this program. The library facilities are adequate.

System Administration Recommendation

System Administration concurs in the recommendation of President Berry that the degree programs at the Houston Health Science Center for (a) Bachelor of Science in Medical Technology, (b) Master of Science in Biomedical Communications, and (c) Master of Science in Nursing be approved and that these proposals be forwarded to the Coordinating Board for their consideration.

L&I Com.

LAND AND INVESTMENT COMMITTEE
Committee Chairman Clark, Presiding

Date: December 10, 1976

Time: Following the Meeting of the Medical Affairs Committee

Place: Main Building, Suite 212
U. T. Austin
Austin, Texas

Page
L & I

I. Permanent University Fund

A. Investment Matters

- | | |
|--|----|
| 1. Report on Clearance of Monies to Permanent University Fund and Available University Fund for Fiscal Year 1975-76 | 2 |
| 2. Report on Clearance of Monies to Permanent University Fund and Available University Fund for September and October 1976 | 3 |
| 3. Proposed Stock List | 3a |
| 4. Report on Permanent University Fund Investments for Fiscal Year Ending August 31, 1976 | 3e |

B. Land Matters

- | | |
|--|----|
| 1. Proposed Easements and Surface Leases, Assignment of Surface Lease, Assignment of Material Source Permit, Flexible Grazing Leases and Cancellation of Grazing Lease | |
| a. Easements and Surface Leases Nos. 4215-4268 | 4 |
| b. Assignment of Surface Lease No. 3960 | 10 |
| c. Assignment of Material Source Permit No. 475 | 11 |
| d. Flexible Grazing Leases Nos. 4 and 5 | 11 |
| e. Cancellation of Grazing Lease No. 1172 | 12 |

	<u>Page</u> <u>L & I</u>
2. Proposed Transfer and Amendment to Water Contract No. 117 Between the Board of Regents and the Colorado River Municipal Water District	13
3. Recommendation for Amendment to Water Contract No. 70 with City of Midland	13
4. Proposed Revised Rate Schedule Relevant to Permanent University Fund Lands	14
5. Recommended Purchase of Lot 9, Block 5, the Midland Industrial District and Erection of Building Thereon	18
II. <u>Trust and Special Funds</u>	
A. Gifts, Bequests and Estates	
1. U. T. Austin: Recommendation to Accept Gifts and to Establish the Carroll Cartwright Award Fund in Advertising	19
2. U. T. Austin: Recommendation to Accept Gifts and to Establish the Steven Sanders Scholarship Fund	19
3. University Cancer Center (M. D. Anderson): Recommendation to Accept Bequest Under Will of Walter Coppinger, Deceased	19
4. U. T. Austin - Hogg Foundation for Mental Health: Recommendation to Accept Pledge from Mrs. Mary B. Auler	19
5. U. T. Austin: Recommendation to Accept Gifts and to Establish the John B. and Ann Crawford Endowed Presidential Scholarship Fund	19
6. U. T. Austin: Recommendation to Accept Gifts and to Establish the John J. McKetta Energy Professorship in Engineering	20
7. Galveston Medical Branch (Galveston Medical School): Recommendation to Accept Gifts and to Establish The Mason and Alice Guest Lectureship in Physiology	20

8. Galveston Medical Branch (Galveston Medical School): Recommendation to Accept Gifts and to Establish the Dr. Martin Schneider Memorial Lecture-ship Fund 20
9. Galveston Medical Branch (Galveston Medical School): Recommendation to Accept the J. Fred Mullins, M.D., Charitable Remainder Unitrust 21

B. Real Estate Matters

1. U. T. Austin - Hogg Foundation - Will C. Hogg Memorial Fund: Proposed Oil, Gas and Mineral Lease to Edwin Eckert on Tract in P. L. Buquor Survey, Bexar County, Texas 21
2. U. T. Austin - Report on Matters Relating to Brackenridge Tract - Lease to Safeway Stores, Inc.: First and Second Ground Lease Modification Agreements 22
3. U. T. Austin - Mrs. Sidney Burleson Smith Trust: Recommendation to Grant a Sanitary Sewer Easement to City of Austin 22
4. U. T. Austin - Archer M. Huntington Museum Fund: Recommendation for Approval of Oil and Gas Lease from Texas City Terminal Railway Company to Florida Gas Exploration Company on Tract in H. B. Littlefield Survey, Galveston County, Texas 23
5. U. T. Austin (McDonald Observatory): Proposed Sublease for Grazing of Land in Presidio County 23

	<u>Page</u> <u>L & I</u>
6. University Cancer Center: Proposed Sale of Former Houston General Hospital Property	24
7. University Cancer Center (M. D. Anderson): Proposed Quit Claim Deed to C. W. Reed and Wife on Strip of Land in Orofino, Idaho	24
 III. <u>Other Matters</u>	
PUF and Trust and Special Funds: Report of Securities Transactions for the Months of August and September 1976	24
 FOUNDATION MATTERS	
Ima Hogg Foundation	25
Winedale Stagecoach Inn Fund	27

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund and Available University Fund for Fiscal Year 1975-76. --
 The Director, Auditing Oil and Gas Production reports the following with respect to certain monies cleared to the Permanent University Fund and Available University Fund for the fiscal year ending August 1976:

<u>Permanent University Fund</u>	<u>August 1976</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year (Averaged)</u>
<u>Royalty</u>			
Oil	\$2,741,424.67	\$35,485,320.22	\$29,727,922.08
Gas - Regular	2,242,098.66	23,316,279.35	17,125,894.53
- F.P.C.	- 0 -	341,058.39	139,583.71
- Market Value Settlements	630,252.94	7,735,396.00	9,951,292.86
- In Kind Settlements	180,925.60	2,642,243.30	547,178.60
Water	45,694.82	190,160.60	159,317.56
Salt Brine	1,969.77	22,005.34	21,813.51
Sulphur	84,965.68	426,965.93	- 0 -
Rental on Oil & Gas Leases	291,560.10	591,358.63	697,889.57
Rental on Water Contracts	2,580.00	20,257.96	28,462.94
Rental on Brine Contracts	- 0 -	100.00	500.00
Rental on Sulphur Contracts	- 0 -	15,360.00	15,360.00
Amendments and Extensions of Mineral Leases	(23,268.15)	51,248.23	227,064.25
	<u>6,198,204.09</u>	<u>70,837,753.95</u>	<u>58,642,279.61</u>
Bonuses, Oil & Gas Lease Sales, (actual)	- 0 -	15,328,000.00	7,816,000.00
Total, Permanent University Fund	<u>6,198,204.09</u>	<u>86,165,753.95</u>	<u>66,458,279.61</u>
<u>Available University Fund</u>			
Rental on Easements	31,139.46	395,833.57	225,098.80
Interest on Easements and Royalty	428.93	3,371.36	19,734.23
Correction Fees - Easements	- 0 -	261.55	100.00
Transfer and Relinquishment Fees	311.67	4,661.98	6,113.97
Total, Available University Fund	<u>31,880.06</u>	<u>404,128.46</u>	<u>251,047.00</u>
Total, Permanent and Available University Funds	<u>\$6,230,084.15</u>	<u>\$86,569,882.41</u>	<u>\$66,709,326.61</u>

Oil and Gas Development - August 31, 1976

Acreage Under Lease - 892,837

Number of Producing Acres - 345,828

Number of Producing Leases - 1,527

2. Report on Clearance of Monies to Permanent University Fund and Available University Fund for September and October 1976. --
The Director, Auditing Oil and Gas Production reports the following with respect to certain monies cleared to the Permanent University Fund and Available University Fund for the current fiscal year through October 1976:

<u>Permanent University Fund</u>	<u>September 1976</u>	<u>October 1976</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year (Averaged)</u>
<u>Royalty</u>				
Oil	\$3,260,933.53	\$2,730,918.60	\$ 5,991,852.13	\$ 5,914,220.04
Gas - Regular	1,855,305.09	1,893,229.04	3,748,534.13	3,886,050.70
- F.P.C.	- 0 -	265.35	265.35	56,843.06
- Market Value Settlements	400,582.25	173,439.08	574,021.33	1,289,232.66
- In Kind Settlements	168,832.10	- 0 -	168,832.10	440,373.88
Water	18,336.61	10,904.45	29,241.06	31,693.44
Salt Brine	2,892.50	1,813.98	4,706.48	3,667.56
Sulphur	63,116.57	88,212.39	151,328.96	71,160.98
Rental on Oil and Gas Leases	427,319.53	32,857.03	460,176.56	98,559.76
Rental on Water Contracts	100.00	(100.00)	- 0 -	3,376.32
Rental on Brine Contracts	100.00	100.00	200.00	16.66
Rental on Sulphur Contracts	- 0 -	- 0 -	- 0 -	2,560.00
Amendments and Extensions of Mineral Leases	64,070.00	7,521.89	71,591.89	8,541.36
	<u>6,261,588.18</u>	<u>4,939,161.81</u>	<u>11,200,749.99</u>	<u>11,806,296.42</u>
Bonuses, Oil & Gas Lease Sales, (actual)	- 0 -	- 0 -	- 0 -	9,687,500.00
Total, Permanent University Fund	<u>6,261,588.18</u>	<u>4,939,161.81</u>	<u>11,200,749.99</u>	<u>21,493,796.42</u>
<u>Available University Fund</u>				
Rental on Easements	11,375.75	3,629.00	15,004.75	65,972.26
Interest on Easements and Royalty	24,798.75	441.49	25,240.24	561.90
Correction Fees - Easements	- 0 -	- 0 -	- 0 -	43.60
Transfer and Relinquishment Fees	233.25	1,026.35	1,259.60	777.00
Total, Available University Fund	<u>36,407.75</u>	<u>5,096.84</u>	<u>41,504.59</u>	<u>67,354.76</u>
Total, Permanent and Available University Funds	<u>\$6,297,995.93</u>	<u>\$4,944,258.65</u>	<u>\$11,242,254.58</u>	<u>\$21,561,151.18</u>

Oil and Gas Development - October 31, 1976

Acreage Under Lease - 859,610

Number of Producing Acres - 347,621

Number of Producing Leases - 1,533

3. Permanent University Fund - Recommendation for Approved Stock List.--
Associate Deputy Chancellor Lobb recommends the following companies for the
Approved Stock List. This replaces the stock list approved on July 25, 1975.

AEROSPACE

Boeing Company (The)
McDonnell Douglas Corporation
Rockwell International
Corporation

AIR TRANSPORT

Delta Air Lines, Inc.
Emery Air Freight Corporation

APPAREL - TEXTILE

Burlington Industries, Inc.
Simplicity Pattern Company, Inc.

AUTOMOTIVE

Bendix Corporation (The)
Borg-Warner Corporation
Champion Spark Plug Company
Eaton Corporation
Ford Motor Company
General Motors Corporation
Genuine Parts Company
Libbey-Owens-Ford Company
Monroe Auto Equipment
Company
Timken Company (The)

BANK & FINANCE

BankAmerica Corporation
Bankers Trust New York
Corporation
Beneficial Corporation
C.I.T. Financial Corporation
Chase Manhattan Corporation
Chemical New York Corporation
Citicorp
Continental Illinois Corporation
Crocker National Corporation
Federal National Mortgage
Association
First Bank System, Inc.
First Chicago Corporation
First National Boston
Corporation
First Pennsylvania Corporation
Florida National Banks of
Florida, Inc.
Heller (Walter E.) International
Corporation
Household Finance Corporation
Manufacturers Hanover
Corporation

Bank & Finance - Continued

Marine Midland Banks, Inc.
Mellon National Corporation
Morgan (J.P.) & Company, Inc.
NCNB Corporation
Northwest Bancorporation
Pittsburgh National Corporation
Security Pacific Corporation
Southeast Bancorporation, Inc.
Valley National Bank of Arizona
Wachovia Corporation (The)
Wells Fargo & Company
Western Bancorporation

BUILDING MATERIAL

Armstrong Cork Company
Boise Cascade Corporation
Carrier Corporation
Champion International Corporation
Georgia-Pacific Corporation
Ideal Basic Industries, Inc.
Jim Walter Corporation
Johns-Manville Corporation
Lone Star Industries, Inc.
Masco Corporation
Masonite Corporation
Otis Elevator Company
Owens-Corning Fiberglas Corporation
Potlatch Corporation
Trane Company (The)
United States Gypsum Company
Weyerhaeuser Company

CHEMICAL

Air Products & Chemicals, Inc.
Allied Chemical Corporation
American Cyanamid Company
Big Three Industries, Inc.
Celanese Corporation
Diamond Shamrock Corporation
Dow Chemical Company (The)
E.I. du Pont de Nemours & Company
Freeport Minerals Company
Grace (W.R.) & Company
Hercules Incorporated
Monsanto Company
PPG Industries, Inc.
Rohm & Haas Company
Stauffer Chemical Company
Union Carbide Corporation

Recommended Approved Stock List - Continued

COSMETICS

Avon Products, Inc.
Chesebrough-Pond's Inc.
Gillette Company (The)
Revlon, Inc.

DRUG & MEDICAL SUPPLIES

Abbott Laboratories
American Home Products Corporation
American Hospital Supply Corporation
Baxter Travenol Labs, Inc.
Becton, Dickinson & Company
Bristol-Myers Company
Johnson & Johnson
Eli Lilly & Company
Merck & Company, Inc.
Pfizer Inc.
Richardson-Merrell Inc.
Robins (A.H.) Company, Inc.
Rorer-Amchem, Inc.
Schering-Plough Corporation
Searle (G.D.) & Company
SmithKline Corporation
Squibb Corporation
Sterling Drug Inc.
Upjohn Company (The)
Warner-Lambert Company

EDUCATION & ENTERTAINMENT

American Broadcasting Company, Inc.
AMF Incorporated
CBS Inc.
Disney (Walt) Productions
Donnelley (R.R.) & Sons Company
Dun & Bradstreet Companies, Inc.
Harcourt Brace Jovanovich, Inc.
McGraw-Hill, Inc.
Prentice-Hall, Inc.
Time Incorporated
Times Mirror Company (The)

ELECTRIC EQUIPMENT

Emerson Electric Company
General Electric Company
Reliance Electric Company
Square D Company
Sunbeam Corporation
Thomas & Betts Corporation
Westinghouse Electric Corporation
Whirlpool Corporation

ELECTRONIC INSTRUMENTS

AMP Incorporated
Foxboro Company (The)
General Signal Corporation
Hewlett-Packard Company
Honeywell, Inc.
International Telephone & Telegraph Corporation
Motorola, Inc.
RCA Corporation
Texas Instruments, Inc.
Zenith Radio Corporation

FOOD, BEVERAGE & SOAP

Archer-Daniels-Midland Company
Beatrice Foods Company
Borden, Inc.
CPC International, Inc.
Campbell Soup Company
Central Soya Company, Inc.
Coca-Cola Company (The)
Colgate-Palmolive Company
Consolidated Foods Corporation
Dr Pepper Company
Esmark, Inc.
General Foods Corporation
General Mills, Inc.
Heinz (H.J.) Company
Heublein, Inc.
Kellogg Company
Kraft, Inc.
Nabisco, Inc.
Norton Simon, Inc.
PepsiCo, Inc.
Philip Morris Inc.
Pillsbury Company (The)
Procter & Gamble Company (The)
Ralston Purina Company
Reynolds (R.J.) Industries, Inc.
Schlitz (Jos.) Brewing Company
Standard Brands Inc.

INSURANCE

Aetna Life & Casualty Company
American General Insurance Company
American National Financial Corporation
Capital Holding Corporation
Chubb Corporation (The)
Colonial Penn Group, Inc.
Combined Insurance Company of America
Connecticut General Insurance Corporation
Continental Corporation (The)
Crum & Forster
Farmers Group, Inc.

Recommended Approved Stock List - Continued

Insurance - Continued

Farmers New World Life
Insurance
INA Corporation
Jefferson-Pilot Corporation
Lincoln National
Corporation
Marsh & McLennan Cos. Inc.
Safeco Corporation
St. Paul Companies, Inc.
Southwestern Life
Corporation
Travelers Corporation (The)
United States Fidelity &
Guaranty Co.
USLIFE Corporation

MACHINERY

Black & Decker Manufacturing
Company (The)
Briggs & Stratton Corporation
Bucyrus-Erie Company
Caterpillar Tractor Company
Clark Equipment Company
Cooper Industries, Inc.
Deere & Company
Gardner-Denver Company
Ingersoll-Rand Company
Joy Manufacturing Company
Pullman Inc.
Warner & Swasey Company (The)

METALS & MINING

Aluminum Company of America
AMAX Inc.
Armco Steel Corporation
ASARCO Incorporated
Bethlehem Steel Corporation
Kennecott Copper
Corporation
Newmont Mining Corporation
Phelps Dodge Corporation
St. Joe Minerals
Corporation
United States Steel
Corporation
Utah International
Incorporated

MISCELLANEOUS

ARA Services, Incorporated
Corning Glass Works
Franklin Mint Corporation
International Flavors &
Fragrances Inc.
Minnesota Mining &
Manufacturing Company
Southern Natural Resources, Inc.
Tenneco Inc.

OFFICE EQUIPMENT

Burroughs Corporation
International Business Machines
Corporation
NCR Corporation
Sperry Rand Corporation
Xerox Corporation

OIL

Atlantic Richfield Company
Baker Oil Tools, Inc.
Continental Oil Company
Dresser Industries, Inc.
Exxon Corporation
Getty Oil Company
Gulf Oil Corporation
Halliburton Company
Kerr-McGee Corporation
Louisiana Land & Exploration
Company (The)
Marathon Oil Company
McDermott (J. Ray) & Company, Inc.
Mobil Oil Corporation
Phillips Petroleum Company
Santa Fe International Corporation
Shell Oil Company
Smith International, Incorporated
Standard Oil Company of California
Standard Oil Company (Indiana)
Standard Oil of Ohio Company (The)
Texaco Inc.
Union Oil Company of California

PAPER & CONTAINERS

American Can Company
Continental Can Company, Inc.
Crown Zellerbach Corporation
Great Northern Nekoosa Corporation
Hammermill Paper Company
Hoerner-Waldorf Corporation
International Paper Company
Kimberly-Clark Corporation
Mead Corporation (The)
Owens-Illinois, Inc.
St. Regis Paper Company
Scott Paper Company
Union Camp Corporation
Westvaco Corporation

PHOTOGRAPHIC

Eastman Kodak Company
Polaroid Corporation

PUBLIC UTILITIES

Allegheny Power System, Inc.
American Natural Gas Company
American Telephone & Telegraph Co.
Baltimore Gas & Electric Company
Carolina Power and Light Company

Recommended Approved Stock List - Continued

Public Utilities - Continued

Central Louisiana Electric
Company, Inc.
Central & South West Corporation
Central Telephone &
Utilities Corporation
Cleveland Electric
Illuminating Co. (The)
Commonwealth Edison Co.
Continental Telephone Corp.
Duke Power Company
Enserch Corp.
Florida Power & Light Co.
General Telephone &
Electronics Corp.
Gulf States Utilities Company
Hawaiian Electric Co., Inc.
Houston Lighting & Power Co.
Houston Natural Gas Corp.
Idaho Power and Light
Company (The)
Middle South Utilities, Inc.
Montana Power Co. (The)
Northern Indiana Public
Service Company
Northern States Power
Company (Minn.)
Oklahoma Gas & Electric Co.
Pacific Gas & Electric Co.
Pacific Power & Light Co.
Panhandle Eastern Pipe
Line Company
Public Service Company
of Colorado
Public Service Company
of Indiana, Inc.
Rochester Telephone Corp.
Southern California
Edison Company
Southern Company (The)
Southwestern Public Service
Company
Tampa Electric Company
Texas Eastern Corp.
Texas Utilities Co.
United Telecommunications, Inc.
Wisconsin Electric Power Co.

RAIL - MISCELLANEOUS

TRANSPORTATION

ACF Industries, Inc.
Burlington Northern Inc.
Consolidated Freightways, Inc.
GATX Corporation
Santa Fe Industries, Inc.
Union Pacific Corporation

RETAIL TRADE

Associated Dry Goods Corp.
Carter Hawley Hale Stores, Inc.
Federated Department Stores, Inc.
Gordon Jewelry Corporation
Kresge (S.S.) Company
Marshall Field & Company
May Department Stores Co. (The)
Melville Corporation
Penney (J.C.) Company, Inc.
Safeway Stores, Inc.
Sears, Roebuck & Co.
Southland Corporation (The)
Winn-Dixie Stores, Inc.
Zale Corporation

RUBBER

Firestone Tire & Rubber
Company (The)
Goodyear Tire & Rubber
Company (The)

4. Report on Permanent University Fund Investments for the Fiscal Year Ended August 31, 1976.--Under separate bound cover the Associate Deputy Chancellor for Investments, Trusts and Lands presents a report on the Permanent University Fund investments for the fiscal year ended August 31, 1976. During the fiscal year, periodic reports of investment transactions made for the Fund were submitted to the Board for approval. The present report summarizes the investment transactions for the fiscal year and indicates the status of the Fund's portfolio as of August 31, 1976.

The Permanent University Fund experienced good gains in book value of assets and in earnings during the year as shown below:

	Fiscal Year Ended 8/31		Increase	
	1975	1976	Amount	%
Book Value	\$781,771,634	\$854,598,399	\$72,826,765	9.3
Investment Income	39,761,430	47,134,286	7,372,856	18.5

It is recommended by the Associate Deputy Chancellor for Investments, Trusts and Lands that the formal report be approved in order that copies may be distributed to the Governor, members of the Legislature and other State Officials, as required by H.B. 1198, passed at the regular session of the 62nd Legislature.

A copy of the Report will be submitted to you in a separate volume prior to the meeting.

B. LAND MATTERS

1. Easements and Surface Leases Nos. 4215-4268, Assignment of Surface Lease No. 3960, Assignment of Material Source Permit No. 475, Flexible Grazing Leases Nos. 4-5 and Cancellation of Grazing Lease No. 1172.--It is recommended by the Associate Deputy Chancellor for Investments, Trusts and Lands that the following applications for easements, surface leases, assignment of surface lease, assignment of material source permit, flexible grazing leases and cancellation of grazing lease be approved. All have been approved as to content by the appropriate officials. Payment for each has been received in advance unless otherwise indicated, and each document is on the University's standard form and is at the standard rate:

a. Easements and Surface leases Nos. 4215 - 4268

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4215	The Permian Corporation (renewal of 3358)	Surface Lease (salt water disposal contract)	Reagan	10	2 acres	12/1/76- 11/30/77*	\$ 1,200.00 (annually)
4216	El Paso Natural Gas Company	Pipe Line	Hudspeth	J	91.618 rds. 30 inch	8/1/76- 7/31/86	320.66
4217	HNG Fossil Fuels Company	Pipe Line	Loving	19	1,153.70 rds. 4 inch	9/1/76- 8/31/86	1,153.70
4218	Gulf Oil Corporation (renewal of 2276)	Pipe Line	Crane	30, 31	3,327.05 rds. 27 inch	1/1/77- 12/31/86	11,644.68
4219	Gulf Oil Corporation (renewal of 2317)	Pipe Line	Crane	30, 31	441 rds. 4½ inch 301 rds. 6-5/8 inch	11/1/76- 10/31/86	967.75
4220	Northern Natural Gas Company (renewal of 2315)	Pipe Line	Andrews	12	3,795.44 rds. 30 inch	12/1/76- 11/30/86	13,284.04

*Renewable from year to year, but not to exceed a total of five years.

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4221	Fin-Tex Pipe Line Company (renewal of 2301)	Pipe Line	Crockett & Reagan	47, 49, 50	1,207.33 rds. 4½ inch	12/1/76- 11/30/86	\$ 1,207.33
4222	El Paso Natural Gas Company (renewal of 2280 & 2281)	Pipe Line	Andrews	1	470.745 rds. 12 inch 463.430 rds. 4½ inch	1/1/77- 12/31/86	1,687.37
4223	Mobil Pipe Line Company	Pipe Line	Ward	16	294.06 rds. 4-5/8 inch	9/1/76- 8/31/86	294.06
4224	Texas Electric Service Company (renewal of 2309)	Power Line	Andrews	4, 5, 8, 10, 13	405.99 rds. single pole	11/1/76- 10/31/86	365.39
4225	MAPCO, Inc.	Pipe Line	Andrews	13, 14	2,312.06 rds. 4½ inch	9/1/76- 8/31/86	2,312.06
4226	Pecos County	Highway Right of Way	Pecos	26	39.37 acres	As long as needed for highway purposes	None
4227	H. F. Ritchie	Surface Lease (oil field maintenance shop)	Reagan	11	300' x 150'	9/1/76- 8/31/77*	225.00 (annually)
4228	White Advertising International	Surface Lease (road sign site)	Crane	30	25' x 50'	9/1/76- 8/31/77*	100.00 (annually)

*Renewable from year to year, but not to exceed a total of ten years.

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4229	G. D. Freeman	Surface Lease (residential site)	Andrews	13	200' x 200'	9/1/76- 8/31/77*	\$ 100.00 (annually)
4230	Dell Telephone Cooperative, Inc. (renewal of 2296)	Surface Lease (microwave tower & terminal housing facility)	Hudspeth	J	1 acre	11/1/76- 10/31/86	1,750.00 (full)
4231	Chevron Pipe Line Company (renewal of 2353)	Pipe Line	Winkler	21	1,204 rds. 20 inch	1/1/77- 12/31/86	3,130.40
4232	MAPCO, Inc.	Pipe Line	Andrews	1	1,413.7 rds. 4½ inch	11/1/76- 10/31/86	1,413.70
4233	Cities Service Oil Company	Pipe Line	Ward	18	138.8 rds. 2-7/8 inch	10/1/76- 9/30/86	138.80
4234	Exxon Corporation	Pipe Line	Ward	16	86 rds. 6-5/8 inch	10/1/76- 9/30/86	150.50
4235	ARCO Pipe Line Company	Surface Lease (cathodic protection unit site)	Andrews	14	Less than 1 acre	10/1/76- 9/30/86	100.00 (full)
4236	Exxon Pipeline Company	Pipe Line	Ector	35	51.5 rds. 4½ inch	7/1/76- 6/30/86	100.00 (min.)
4237	Exxon Pipeline Company	Pipe Line	Crane	30	19 rds. 4½ inch	7/1/76- 6/30/86	100.00 (min.)

*Renewable from year to year, but not to exceed a total of ten years.

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4238	Exxon Pipeline Company (renewal of 2210)	Pipe Line	Andrews	1, 9	1,455.51 rds. 4½ inch	8/1/76- 7/31/86	\$ 1,455.51
4239	El Paso Natural Gas Company (renewal of 2285)	Pipe Line	Andrews	1, 9	482.975 rds. various size	2/1/77- 1/31/87	845.41
4240	El Paso Natural Gas Company (renewal of 2278)	Pipe Line	Andrews	1, 9	150.163 rds. 8 inch 641.981 rds. 12 inch	2/1/77- 1/31/87	1,931.93
4241	El Paso Natural Gas Company (renewal of 2277)	Pipe Line	Andrews	1	268.31 rds. 4½ inch 245.81 rds. 6-5/8 inch	2/1/77- 1/31/87	698.48
4242	El Paso Natural Gas Company (renewal of 2351)	Surface Lease (compressor station site)	Crockett	29	209' x 209'	1/1/77- 12/31/86	1,000.00 (full)
4243	El Paso Natural Gas Company (renewal of 2344)	Pipe Line	Crockett	29	7.21 rds. 4½ inch	1/1/77- 12/31/86	100.00 (min.)
4244	Pecos Company (renewal of 2345)	Pipe Line	Crockett & Reagan	48, 49, 50	6,692 rds. various size	1/1/77- 12/31/86	12,904.45
4245	Lone Star Gas Company of Texas, Inc.	Pipe Line	Ward	18	36.85 rds. 2 inch	7/1/76- 6/30/86	100.00 (min.)
4246	Phillips Pipe Line Company (renewal of 2299)	Pipe Line	Andrews	10, 11	154.3 rds. 4½ inch	10/1/76- 9/30/86	154.30

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4247	El Paso Electric Company (renewal of 2324)	Power Line	El Paso	L	12.42 rds. single pole	12/1/76- 11/30/86	\$ 100.00 (min.)
4248	Phillips Petroleum Company (renewal of 2311)	Pipe Line	Crane	31	137.2 rds. 3½ inch	10/1/76- 9/30/86	137.20
4249	Phillips Petroleum Company (renewal of 2310)	Pipe Line	Andrews	4, 5, 13	394.5 rds. 3½ inch	10/1/76- 9/30/86	394.50
4250	Skelly Oil Company (renewal of 2313)	Pipe Line	Andrews	9	190 rds. 3½ inch	12/1/76- 11/30/86	190.00
4251	C. R. Winfield	Surface Lease (service station site)	Pecos	16	300' x 250'	1/1/77- 12/31/96	900.00* (annually)
4252	Nichols and Freeman (renewal of 2307)	Surface Lease (well servicing yard site)	Ward	16	200' x 300'	11/1/76- 10/31/77**	300.00 (annually)
4253	The Permian Corporation (renewal of 2319)	Surface Lease (truck loading & crude oil storage site)	Reagan	10	2 acres (approximately)	11/1/76- 10/31/86	1,000.00 (full)
4254	Western Oil Transportation Company (renewal of 2294)	Surface Lease (two-way radio tower site)	Andrews	3	2.81 acres	11/1/76- 10/31/86	1,750.00 (full)

*Lessee has agreed to pay Lessor as fixed rental the sum of \$900.00 per year for the first five years of the lease; \$1,250.00 per year for the second five years; \$1,500.00 per year for the third five years and \$1,800.00 per year for the last five years of the twenty year term. In addition to the fixed rental stated, if the aggregate amount of gasoline sold by Lessee exceeds 270,000 gallons per year, the Lessee shall pay an additional annual rental to Lessor equal to 1/3¢ per gallon for each gallon sold in excess of 270,000 gallons.

**Renewable from year to year, but not to exceed a total of ten years.

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4255	The Permian Corporation (renewal of 2318)	Pipe Line	Reagan	10	58 rds. 4½ inch	11/1/76- 10/31/86	\$ 100.00 (min.)
4256	Southwest Texas Electric Coop., Inc. (renewal of 2368)	Power Line	Crockett, Reagan & Schleicher	14, 47, 48, 49, 54	880 rds. single pole	1/1/77- 12/31/86	792.00
4257	Southwest Texas Electric Coop., Inc.	Power Line	Crockett	31	128.848 rds. single pole	11/1/76- 10/31/86	115.96
4258	Gulf Refining Company (renewal of 2496)	Pipe Line	Ward	16	711 rds. 4½ inch	1/1/77- 12/31/86	711.00
4259	Shell Pipe Line Corporation (renewal of 2420)	Pipe Line	Crane & Ector	35	1,275 rds. 6-5/8 inch	5/1/77- 4/30/87	2,231.25
4260	Gulf Refining Company (renewal of 2523)	Pipe Line	Ector	35	347 rds. 4½ inch	1/1/77- 12/31/86	347.00
4261	Gulf Refining Company (renewal of 2497)	Pipe Line	Crane	31, 35	541 rds. 4½ inch	1/1/77- 12/31/86	541.00
4262	Gulf Refining Company (renewal of 2495)	Pipe Line	Andrews	9	2,002 rds. various size	1/1/77- 12/31/86	3,498.25
4263	El Paso Natural Gas Company (renewal of 2442)	Pipe Line	Upton	3	3.03 rds. 4 inch	1/1/77- 12/31/86	100.00 (min.)
4264	Gulf Oil Corporation (renewal of 2408)	Pipe Line	Crane	30, 31	3,061.98 rds. 10 inch	3/1/77- 2/28/87	5,358.47

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4265	Phillips Pipe Line Company (renewal of 2314)	Pipe Line	Upton	3, 4, 58	1,430.48 rds. 8-5/8 inch 1,846.30 rds. 10-3/4 inch	11/1/76- 10/31/86	\$ 5,734.37
4266	Phillips Petroleum Company (renewal of 2322)	Pipe Line	Crane	30	1,200.4 rds. various size	11/1/76- 10/31/86	1,703.43
4267	Phillips Petroleum Company (renewal of 2323)	Pipe Line	Ector	35	276.9 rds. 10-3/4 inch 261.1 rds. 8-5/8 inch	11/1/76- 10/31/86	941.51
4268	Rittenhouse Oil and Gas Company	Surface Lease (salt water disposal facility site)	Reagan	2	2 acres (approximately)	11/1/76- 10/31/77*	200.00 (annually)

*Renewable from year to year, but not to exceed a total of ten years.

b. Assignment of Surface Lease No. 3960

No.	Assignor	Assignee	Type of Permit	County	Consideration
3960	Louise F. Springer	W. D. Pruitt, Jr.	Surface Lease (agricultural site)	El Paso (Block L)	\$ 100.00*

*Assignment Fee

Land Matters - Continued--

c. Assignment of Material Source Permit No. 475

No.	Assignor	Assignee	Type of Permit	County	Consideration
475	Border Road Construction Company	Price Construction, Inc.	Material Source Permit	Ward (Block 16)	\$ 100.00*

*Assignment Fee

d. Flexible Grazing Leases Nos. 4 - 5

The following grazing leases are for a ten year term in accordance with the Flexible Grazing Lease Policies adopted by the Board of Regents at its March 26, 1976, meeting provided that the lessee carries out the range conservation and/or ranch improvement practices specified in said lease which shall be certified by the University Land Agent. These leases are on the University's standard form with semiannual payment of rental on January 1 and July 1 of each year in the amount set out in the lease.

No.	Lessee	Location		Acreage	Period	Minimum Annual Rental		Semi-Annual Rental
		County	Block			Minimum Rental Per Acre	Annual Rental	
4*	Gene Irwin and Max E. Ramsey	Andrews	13, 14	13,429.20	1/1/77-12/31/86	\$.34	\$4,565.94**	\$2,282.97**

*University's half of the bonus - \$16,792.00

**Actual rental to be determined semiannually by the University Land Agent in accordance with the Flexible Grazing Lease Policies based upon the then current price per animal unit and the stocking rate applicable to this lease.

L & I - 11

Land Matters - Continued--

No.	Lessee	Location		Acreage	Period	Minimum Annual Rental		Semi-Annual Rental
		County	Block			Minimum Rental Per Acre	Annual Rental	
5*	H. Clay Warnock (replaces 1172)	Irion, Crockett & Schleicher	52	5,777.6	1/1/77- 12/31/86	\$1.00***	\$5,777.60**	\$2,888.80**

*University's half of the bonus - \$15,802.50

**Actual rental to be determined semiannually by the University Land Agent in accordance with the Flexible Grazing Lease Policies based upon the then current price per animal unit and the stocking rate applicable to this lease.

***This does not include hunting rental. Hunting rental will be determined annually on June 1.

e. Cancellation of Grazing Lease No. 1172

No.	Lessee	Location		Acreage	Period	Rental	Annual Rental	Semi-Annual Rental
		County	Block			Per Acre		
1172	Mrs. Mack L. Van Court	Irion, Crockett & Schleicher	52	5,777.6	1/1/74- 12/31/83	\$1.00 (grazing) .04 (hunting)	\$6,008.70	\$3,004.35

2. Permanent University Fund - Proposed Transfer and Amendment of Water Contract No. 117 Between the Board of Regents and the Colorado River Municipal Water District.--It is recommended by the Administration that the Board of Regents approve the transfer of Water Contract No. 117 with Avary and Walker, with certain amendments, to the Colorado River Municipal Water District under Water Contract No. 122. Under Section V of Water Contract No. 122 dated May 15, 1969, with Duval Corporation, now succeeded as Lessee by Colorado River Municipal Water District, covering 11,552.8 acres in Block 16, Ward County, Texas, the University was given the option to require the Lessee to assume the operation of the facilities of the Pyote Water Supply System. Water Contract No. 117 between the Board of Regents and Mr. George Q. Avary, Jr., and Mr. Forrest M. Walker serving the Texas Youth Council and the City of Pyote, Ward County, Texas, has been in effect since June 1, 1966. Mr. Forrest Walker has been the sole operator of the system and became ill in July, 1976. At that time, Geologist-in-Charge Zimmerman requested that we relieve Mr. Walker of his responsibilities of operating the Pyote Water Works facilities and require Colorado River Municipal Water District take over the operation of the facilities. Associate Deputy Chancellor Lobb with consent of Deputy Chancellor Walker requested Colorado River Municipal Water District to take over operations of the facilities of the Pyote Water Supply System on August 1, 1976.

The Colorado River Municipal Water District will operate the Pyote Water Supply System facilities under provisions of Water Contract No. 122 except as amended. The University now receives a royalty of 3.5¢ per 1,000 gallons of water produced under Water Contract No. 117. Under Water Contract No. 122 these rates should increase sharply on May 1, 1979, as water royalty rates are to be adjusted to the cost of living index each 10 years for the succeeding 10-year period. Water Contract No. 122 is for a 10-year period ending May 1, 1979, with an option on the part of the Lessee to renew for four consecutive 10-year periods.

3. Permanent University Fund - Recommendation for Amendment to Water Contract No. 70 with the City of Midland.--The Administration recommends that the Regents accept the proposal from the City of Midland to change the accounting year for royalties and minimum annual royalties under their Water Contract No. 70 dated August 1, 1958, from August 1 through July 31 to January 1 through December 31 to better fit their accounting procedures and operation of their Water Department. Appropriate proration will be made with this change, and the change should not lessen at all the royalty received by the University.

4. Proposed Revised Rate Schedule Relevant to Permanent University Fund Lands (formerly (a) Rate Schedule for Easements and Surface Leases and (b) Damage Schedule).--The Associate Deputy Chancellor for Investments, Trusts and Lands, joined by the University Land Agent, recommends that the following rate schedule relevant to Permanent University Fund Lands (formerly (a) rate schedule for easements and surface leases and (b) damage schedule) be approved effective February 1, 1977. The last revision in rates was effective as of April 1, 1975:

RATE SCHEDULE RELEVANT TO PERMANENT UNIVERSITY FUND LANDS
February 1, 1977
(Payable to The University of Texas System)

RATES
Current Proposed

I. PIPE LINE EASEMENTS

- A. Standard rates for varying sizes of pipe line, OD diameters, the rates being per rod for a ten year period, payable in advance:

1. Lines under 6 inches	\$ 1.00	\$ 1.50
2. Lines 6" and under 12"	1.75	2.25
3. Lines 12" and under 25"	2.60	3.25
4. Lines 25" and under 36"	3.50	4.25
5. Lines 36" and over	4.50	5.50

- B. MINIMUM for a pipe line easement 100.00 150.00

- C. FILING FEE in the amount of \$5.00 made payable to the General Land Office must be submitted with all easements.

II. POWER AND TELEPHONE LINE EASEMENTS

- A. Standard rates for varying types of lines, the rates being per rod for a ten year period, payable in advance:

Single Pole Construction	0.90	----
1. Single pole distribution (33,000 volts maximum)	----	1.00
2. Single pole transmission	----	1.50
3. Buried telephone cable	1.00	1.40
4. H-frame pole construction	1.50	2.50
5. Steel tower construction	4.00	5.00

- B. MINIMUM for a power or telephone line easement 100.00 150.00

- C. FILING FEE in the amount of \$5.00 made payable to the General Land Office must be submitted with all easements.

		<u>RATES</u>	
		<u>Current</u>	<u>Proposed</u>
III.	<u>SURFACE LEASE</u> (other than grazing)		
	A. Standard rates for various leases:		
	1. Plant sites, booster stations, etc., per acre per year (payable in advance for ten year period)	\$ 30.00	\$ 35.00
	2. Tower sites, per year (payable in advance for ten year period)	175.00	225.00
	3. Cathodic protection unit installation (payable in advance for ten year period)	100.00	150.00
	4. Business sites, residential sites, and other miscellaneous leases (annual rental payment)		Negotiated
	B. <u>MINIMUM</u> for any type surface lease, per year	100.00	150.00
	C. <u>NO FILING FEE</u> required		
IV.	<u>MATERIAL SOURCE PERMITS</u> (Caliche, etc.)		
	A. Standard rate for one project:		
	1. Per cubic yard, under 20,000 cubic yards	0.30	0.35
	2. 20,000 cubic yards or over		Negotiated (0.12 min.) (0.15 min.)
	B. <u>MINIMUM</u> for each permit	100.00	150.00
	C. Separate check must be submitted for State Sales Tax at the then current rate		
	D. <u>NO FILING FEE</u> required		
V.	<u>ASSIGNMENTS, TRANSFER, OR CORRECTION OF EASEMENTS, LEASES, ETC.</u>		
	(The only exception will be if other consideration, in the amount of \$150.00 or more, such as bonus for grazing leases, is paid to The University of Texas System.)	100.00	150.00
	<u>FILING FEE</u> in the amount of \$5.00 made payable to the <u>General Land Office</u> is required for assignments.		

		<u>RATES</u>	
		<u>Current</u>	<u>Proposed</u>
I. <u>OIL FIELD OPERATIONS</u>			
A. <u>WELL LOCATIONS</u> (As permitted by Railroad Commission)			
1.	15,000 feet or less (Drilling Depth), per location	\$200.00	\$300.00
2.	In excess of 15,000 feet, (Drilling Depth), per location	400.00	600.00
3.	Re-entry (No charge until expiration or release of lease, then rates shown under (1) and (2) are to be followed.)		-
The above rates include space for tank batteries.			
4.	Skidding of rig, prorated per mile	200.00	300.00
5.	New road construction, prorated per mile	175.00	275.00
B. <u>PIPE LINE CONSTRUCTION</u> (OD diameters)			
1.	Water and fuel lines used for drilling purposes, per rod	0.40	0.80
2.	Unburied lines, per rod	0.60	1.00
3.	Lines under 6 inches, per rod	0.90	1.50
4.	Lines 6 inches and under 12 inches, per rod	1.20	1.80
5.	Lines 12 inches or over, per rod	1.50	2.00
6.	Removal or replacement of buried lines, per rod	0.60	1.00
C. <u>POWER AND TELEPHONE LINE CONSTRUCTION</u>			
	Single pole, per mile	100.00	----
1.	Single pole distribution, per mile	----	130.00
2.	Single pole transmission, per mile	----	160.00
3.	Buried cables, per rod	0.90	1.20
4.	H-frame, per mile	200.00	300.00
5.	Steel tower, per mile	200.00	500.00
6.	Removal of line, per mile	60.00	100.00
7.	Removal of buried cable, per rod	0.60	1.00
D. <u>MATERIAL SOURCE PERMITS</u> and road access			
1.	Per entry and use of access road	75.00	100.00
(Before caliche can be removed, permission must be obtained from			

	<u>RATES</u>	
	<u>Current</u>	<u>Proposed</u>

the University Land Agent and Oil Field Supervisor or his representatives, and at his request pits must be levelled in an acceptable manner.)

- | | | | |
|----|---|----------|----------|
| 2. | Opening of new pit and use of access road | \$200.00 | \$300.00 |
|----|---|----------|----------|

II. GEOPHYSICAL OPERATIONS

Damage payments for Geophysical Operations shall be as follows:
(Double through revegetated)

- | | | | |
|----|---|--------|--------|
| 1. | Gravity meter and magnetometer survey operations, per crew, per day | 50.00 | 75.00 |
| 2. | Single shot (reflection or refraction shooting), per shot hole | 30.00 | 50.00 |
| 3. | Seismic weight-dropping, vibrators Dinoseis operations, per mile | 150.00 | 250.00 |
| 4. | Shooting crews, per mile | 225.00 | 300.00 |

III. GUIDELINES FOR OPERATING UNDER THIS SCHEDULE

All monies due for damages (except those attributable to acts of negligence) on lands leased to a grazing lessee, pursuant to this schedule of damages, shall be paid to the University for the account of the lessee of the land on which the damage was incurred. All funds so received shall be handled as set out below in Paragraph IV.

The payment of the standard damage rates does not in any way limit the liability of a company or operator in an action at law for any damages caused by reason of acts of negligence. Compensation for acts of negligence, such as loss or injury to livestock or excessive grass damage, shall be paid directly to the grazing lessee. In the event of a disagreement between the grazing lessee and operator, the University will arbitrate and fix damage payments.

No fence shall be cut or cattle guards installed without permission of the University Land Agent and Oil Field Supervisor.

All operators must notify Land Agent and Oil Field Supervisor and grazing lessee before any operations begin.

All standard damage payments or correspondence concerning this schedule shall be mailed to:

Mr. Billy Carr
University Land Agent and Oil Field Supervisor
P. O. Drawer 553
Midland, Texas 79701

IV. DAMAGE PROGRAM

- A. All payments for damages per Paragraph 14 of Surface Leasing Policies effective January 1, 1973, to be made to The University of Texas System, as Agent for the Lessee.
 - B. A separate account will be maintained for damage payments received for each Lessee. (Lessee will be notified of all payments received, as they are received.)
 - C. Annually, as of October 1, each Lessee shall be permitted to withdraw funds from his account in accordance with the following principles:
 1. Withdrawals shall be permitted, up to the total in the account, equal to the total amount actually expended by the Lessee subsequent to October 1, 1969, for ranch or range improvements on the leased premises, reduced by the amount theretofore withdrawn from his account.
 2. Expenditures for ranch or range improvements, other than Soil Conservation Service approved programs, must be authorized in advance by the University Land Agent.
 3. Proof of expenditures shall be such as is required by the University Land Agent.
 - D. At the termination of any lease, any unexpended balance in the Lessee's account shall be paid to him.
 - E. Any earnings from temporary investments of funds in this account may be expended for such conservation programs related to University Lands as may be recommended by the Land Agent and approved by the Associate Deputy Chancellor for Investments, Trusts and Lands.
5. Permanent University Fund - Available University Fund - Recommended Purchase of Lot 9, Block 5, the Midland Industrial District and Erection of Building Thereon.--The Administration recommends the purchase of a 190 foot by 206 foot lot for \$9,000 in the Midland Industrial District and approval to take bids for the construction of a 86' x 30' building thereon to house materials and equipment for our West Texas Lands office and to provide two additional offices. Appraisals of this lot are being made and will be available prior to the meeting. It is recommended that plans and specifications be prepared by the Office of Facilities Planning and Construction to be approved by Deputy Chancellor Walker and Associate Deputy Chancellors Landrum and Lobb prior to advertising for bids. Bids will be submitted to the Board of Regents for award of contract. This building is needed to get equipment and materials out of the weather and protect it from theft and vandalism. Mr. Carr also plans to have two small offices in the building for part time facilities for staff personnel who spend the major portion of their time outside Midland. It is expected that the cost of the building will be about \$36,000. Funds for the purchase of the lot and erection of the building will be paid from previously appropriated monies for conservation and land utilization projects.

II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin - Recommendation for Acceptance of Gifts and Establishment of Carroll Cartwright Award Fund in Advertising.--The Administration recommends acceptance of gifts in the total amount of approximately \$20,000 and the establishment of the Carroll Cartwright Award Fund in Advertising, the income to be used for an annual award to an outstanding student in the Department of Advertising in the School of Communication. The gifts have been received from relatives and friends of Miss Carroll Cartwright, a resident of Houston and an advertising graduate of the University, who died accidentally earlier this year.
2. U. T. Austin - Recommendation for Acceptance of Gifts and Establishment of Steven Sanders Scholarship Fund.--The Administration recommends acceptance of gifts in the total amount of \$10,290.51 and the establishment of the endowed Steven Sanders Scholarship Fund in memory of an outstanding student at U. T. Austin. Principal donors to the fund have been the parents, Mr. and Mrs. A. B. Sanders of Dallas. The scholarships will be awarded to outstanding students in Plan II.
3. *General* University Cancer Center (M. D. Anderson) - Recommendation for Acceptance of Bequest Under the Will of Walter Coppinger, Deceased.--The Administration recommends acceptance of the bequest by Mr. Walter Coppinger of San Angelo, who died recently, of one-fourth of his residuary estate. All of the residuary estate is to remain in trust with San Angelo National Bank, also the Independent Executor of the Estate, for 10 years. The bequest reads "to M. D. Anderson Hospital, Houston, Texas" with no further statement as to purposes or restrictions; and the Bank estimates that M. D. Anderson's share will amount to about \$50,000.
4. U. T. Austin - Hogg Foundation for Mental Health - Recommendation for Acceptance of Pledge from Mrs. Mary B. Auler.--The Administration recommends acceptance of a pledge of \$25,000 a year for five years from Mrs. Mary B. Auler of Austin for support of research in the biological aspects of mental illness at the San Antonio Health Science Center. The first payment on this pledge will be made by December 31, 1976. Mrs. Auler is the widow of Dr. Hugo A. Auler.
5. U. T. Austin - Recommendation for Acceptance of Gifts and Establishment of John B. and Ann Crawford Endowed Presidential Scholarship Fund.--The Administration recommends acceptance of gifts in the total amount of \$25,000 from Mr. and Mrs. Richard H. Fleischaker, Dr. and Mrs. Nathan Pollack, and Mr. and Mrs. Joseph B. Singer and the establishment of the John B. and Ann Crawford Endowed Presidential Scholarship Fund. The income will be used for a scholarship to be awarded in alternate years to students in the Department of Mathematics and in the Law School.

6. U. T. Austin - Recommendation for Acceptance of Gifts and the Establishment of the John J. McKetta Energy Professorship in Engineering.--The Administration recommends acceptance of gifts for the endowment of the John J. McKetta Energy Professorship in Engineering and the establishment of the Professorship. Dr. McKetta, E. P. Schoch Professor in Chemical Engineering, has pledged to contribute over a period of not more than 10 years sufficient funds which, with any contributions by others, will bring the endowment to a total of \$100,000 and has given \$1,000 to be matched by each of two corporations, for a total of \$3,000. Mr. Forrest Warren of Houston has pledged \$10,000 for this endowment through the Chancellor's Council. In return for Dr. McKetta's pledge, the Engineering Foundation has pledged to contribute up to \$5,000 annually until the endowment reaches \$100,000, or whatever lesser amount which, when added to the income from the endowment, will make a total of \$5,000 annually available for supplementation of the salary of the McKetta Professor.

7. Galveston Medical Branch (Medical School) - Recommendation for Acceptance of Gift and Establishment of The Mason and Alice Guest Lectureship in Physiology.--The Administration recommends the acceptance of a gift of \$10,000 from Dr. and Mrs. M. Mason Guest and the establishment of The Mason and Alice Guest Lectureship in Physiology. Dr. Guest is a member of the faculty of the Galveston Medical School and past Chairman of the Department of Physiology. This gift is the result of a commitment made several years ago by the donors prior to the increase from \$10,000 to \$20,000 as the minimum endowment of a lectureship.

8. Galveston Medical Branch (Medical School) - Recommendation for Acceptance of Gifts and Establishment of Dr. Martin Schneider Memorial Lectureship Fund.--The Administration recommends acceptance of gifts which, with accumulated earnings, total \$10,000 from family, friends, and associates of Dr. Martin Schneider and the establishment of the Dr. Martin Schneider Memorial Lectureship Fund. Dr. Schneider was a member of the faculty of the Radiology Department of the Galveston Medical School for almost 20 years prior to his death about 10 years ago. His associates in the department began efforts soon after his death to raise \$10,000 for a memorial lectureship fund, and the goal has now been reached.

9. Galveston Medical Branch (Medical School) - Recommendation for Acceptance of J. Fred Mullins, M.D., Charitable Remainder Unitrust.--The Administration recommends acceptance of the J. Fred Mullins, M.D., Charitable Remainder Unitrust with an initial gift by Dr. Mullins, Chairman of the Department of Dermatology at the Galveston Medical School, of common stocks presently worth approximately \$56,000. Dr. Mullins expects to make additional gifts worth approximately \$344,000 within about a year. During his lifetime, Dr. Mullins will be paid the lesser of the net income of the trust or 7% of the annual fair market value of the principal. If income in any year is more than 7%, the excess will be paid to Dr. Mullins to the extent of any deficiencies in prior years. Upon his death, the same payments will be made, divided equally, to his two children and then to the survivor. Upon the death of the last life beneficiary, the income will be used for the Galveston Medical Branch, preferably for the Department of Dermatology or its successor in the Medical School. Dr. Mullins is 56 years of age, and his two children are 18 and 20.

B. REAL ESTATE MATTERS

1. U. T. Austin - Hogg Foundation: Will C. Hogg Memorial Fund - Recommendation for Oil, Gas and Mineral Lease to Edwin Eckert on Tract in P. L. Buquor Survey, Bexar County.--The Administration recommends granting an oil, gas and mineral lease to Edwin Eckert of San Antonio on its undivided 1/64th interest in the minerals below a depth of 1,000 feet under a tract of 222 acres in the P. L. Buquor Survey, Bexar County, about 10 miles southeast of San Antonio. The lease will be for a primary term of 5 years at \$10 per acre bonus, \$1 per acre annual delay rental, and 1/8th royalty. The tract is in the Eckert field where Mr. Eckert and his father before him have had production, now down to stripper operations, above the 1,000-foot depth for about 50 years. The Hogg family mineral interests cover the shallow production, and the University has received royalty since the Will C. Hogg Residuary Estate was delivered to the Board of Regents in 1939. He now wishes to make another try for deeper production. Though the lease terms are not attractive, Mr. Eckert has already leased most of the other undivided interests from several owners, including Mrs. Hanszen, Mrs. Markus and the Estate of Miss Ima Hogg; and it is recommended that the Board of Regents accept the proposal covering its small interest.

2. U. T. Austin - Report on Matters Relating to Brackenridge Tract: Lease to Safeway Stores, Inc. - First and Second Ground Lease Modification Agreements.--The Board of Regents at its meeting held on July 25, 1975, authorized the execution of a lease to Safeway Stores, Inc., covering that certain 2.697 acre tract bounded by Lake Austin Boulevard, Exposition Boulevard, West 8th Street and Newman Drive subject to the University obtaining proper zoning of said tract to permit the operation of a super-market. The zoning ordinance was passed on April 29, 1976, and became final on May 1, 1976. Accordingly, a First Ground Lease Modification Agreement dated May 11, 1976, which established the commencement date of the lease as May 1, 1976, has been executed by the Chairman of the Board of Regents.

The Board of Regents at its meeting held October 1, 1976, ratified the execution of a plat dedicating an additional five feet of right-of-way on the west side of Newman Drive for street purposes. A Second Ground Lease Modification Agreement dated September 27, 1976, has also been executed by the Chairman. This agreement changes the description of the leased premises so as to conform to the plat referred to above, and sets out the rental for each month of the primary term and option periods of the lease, as was provided for in Paragraph 2 of the lease.

The originals of the above documents are on file in the Office of the Secretary to the Board of Regents.

3. U. T. Austin - Mrs. Sidney Burleson Smith Trust - Recommendation for Granting a Sanitary Sewer Easement to the City of Austin.--The Associate Deputy Chancellor for Investments, Trusts and Lands recommends that the City of Austin be granted an easement for sanitary sewer purposes across the trust property. Negotiations concerning compensation to be received by the University are being conducted. The result of these negotiations will be reported at the meeting.

The trust property is a 239.91 acre tract of land in the Santiago del Valle Grant, Travis County, Texas. The City of Austin has requested an easement across the property in order to install a forced main sanitary sewer line which would carry excess sewage from the Williamson Creek treatment plant to the Govalle Plant. The Williamson Creek Plant is presently operating at full capacity. The City of Austin fears pollution of Williamson Creek will occur if the proposed diversion line is not installed at an early date. The proposed easement has been located in such a manner that it is unlikely to interfere with any potential development of the property. When the capacity of the Williamson Creek Plant has been increased, the proposed line would be available to serve the trust property for normal sewer purposes.

4. U. T. Austin - Archer M. Huntington Museum Fund - Recommendation for Approval of Oil and Gas Lease from Texas City Terminal Railway Company to Florida Gas Exploration Company on Tract in H. B. Littlefield Survey, Galveston County.--The Administration recommends approval of an oil and gas lease by Texas City Terminal Railway Company to Florida Gas Exploration Company covering 275.02 acres in the H. B. Littlefield Survey, Galveston County, for a primary term of 3 years, bonus of \$356.83 per acre, annual delay rentals of \$10 per acre, and 1/4th royalty. This is with the understanding that such approval is not necessary legally, but both the lessor and the lessee have requested the approval. In 1942, the Board of Regents sold the surface of this tract and one-half of the minerals to Texas City Terminal Railway Company, retaining one-half of the minerals fully participating as to bonuses, rentals, and royalties but with complete rights to make leases going to the Railway Company. The bonus per acre, one-half of which amounting to \$49,067.70 is to be paid direct to the University, is at the same rate as for the lease authorized by the Board of Regents on October 1, based on sealed bids, to Florida Gas Exploration Company on an adjoining tract. The recommended approval is in line with handling of two oil and gas leases made in the Sixties by the Railway Company, one of which was on the tract now being leased and one on another tract with the same situation as to ownership of the minerals.

5. U. T. Austin (McDonald Observatory) - Recommendation for Sublease for Grazing of Land in Presidio County.--The Administration recommends a sublease for grazing of 32,930 acres in Presidio County to Gene West, this being all of the land leased by the University from G. C. Mitchell Estate for McDonald Observatory's radio telescope except for about 350 acres actually used as the telescope site. The grazing lease will be for five years beginning January 1, 1977. Rental for the first year will be \$26,344 at the rate of 80¢ per acre; and the lease will provide for upward adjustment in rental for increases in beef prices, provided that rental for any lease year will be not more than 90¢ or less than 80¢ per acre. Rental under a 5 year grazing lease on this land expiring December 31, 1976, to Hayes Mitchell, Jr., was at 60¢ per acre.

6. University Cancer Center - Recommendation for Sale of Former Houston General Hospital Property.--System Administration joins President Clark in recommending the sale of the former Houston General Hospital property to the Mental Health and Mental Retardation Authority of Harris County for \$20,000 cash. The property is described as Lots 3 and 4, Schuller's First Addition, and a small adjoining tract out of the S. M. Harris Survey in the 2800 block of Jensen Drive in Houston amounting to about 20,000 square feet of ground; and the building containing approximately 5,150 square feet is an old and dilapidated hospital building vacant for the past year. The purchasers plan to expend the necessary funds, estimated at up to \$100,000, to repair the building and put it in shape for a drug and alcohol detoxification unit. The location is in a depressed area of Houston some distance from the Medical Center, and neither the Cancer Center nor the Health Science Center can foresee any use of the property in its programs. The property was accepted for the Cancer Foundation in 1971 as a gift from Drs. Grover Stukey and Ernest Scweiger, subject to a mortgage of about \$56,000 payable in monthly installments. A portion was rented by the donors from the Foundation for the operation of their clinic until October, 1975, at a rental rate near the amount necessary to carry the indebtedness which has now been paid in full. The sales price of \$20,000 is near the amount of Cancer Foundation funds expended on the property above rental collections.

7. University Cancer Center (M. D. Anderson) - Recommendation for Quit Claim Deed to C. W. Reed and Wife on Strip of Land in Orofino, Idaho.--The Administration recommends that the Board of Regents authorize the execution of a quit claim deed to C. W. Reed and wife of Orofino, Idaho, covering a strip of ground in the SE/4 SW/4 of Section 4, Township 36N, Range 2E, on the outskirts of Orofino for \$175 cash. In arranging the sale, authorized by the Regents on July 9, to William E. Cox and wife of the lot given to the Cancer Foundation by Mr. William L. Minter, the survey disclosed that a strip on one side of the lot had been under fence and other improvements by Mr. Reed for several years as a result of the description in his chain of title overlapping the description in the Minter deed as had occurred with other lots in the subdivision. The best information obtainable is that Mr. Reed acted in good faith and that litigation of the matter probably would be in his favor. The \$175 which he has agreed to pay appears to be an equitable settlement of the matter.

III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for the Months of August and September 1976.--In accordance with present procedure, the report of securities transactions for the Permanent University Fund and Trust and Special Funds for the months of August and September 1976 were mailed November 8, 1976, by Secretary Thedford to the members of the Board of Regents. If any questions regarding this report have been submitted, the Secretary will so report at the meeting of the Land and Investment Committee.

This is a separate meeting.

FOUNDATION MATTERS

IMA HOGG FOUNDATION

Mr. W. L. Lobb, Secretary-Treasurer of Ima Hogg Foundation, recommends that the members of the Board of Regents as Trustees of the Foundation meet at the meeting of the Board of Regents on December 10, 1976, with the following agenda:

1. Approval of Minutes of the February 13, 1976, meeting distributed earlier.

2. It is recommended that President Shivers be authorized to execute an oil, gas and mineral lease to Franks Petroleum, Inc., of Shreveport, Louisiana, covering the Foundation's undivided $\frac{1}{3}$ rd interest in 40 acres, being the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 18 North, Range 2 East, Ouachita Parish, Louisiana. The lease will be for a primary term of 5 years with bonus of \$50 per acre, $\frac{1}{6}$ th royalty, and annual delay rental of \$1 per acre. Mrs. Hanszen and Mrs. Markus, each owning an undivided $\frac{1}{3}$ rd interest in this tract, have executed a lease under the same terms. The Foundation's interest comes under the Will of Miss Hogg. Though the Texas administration on the Estate has not been completed, that in Louisiana is completed; and Miss Hogg's interests in that state are now vested in the Foundation.

3. It is recommended that the Secretary-Treasurer of the Foundation be authorized to execute on its behalf any oil and gas transfer orders or division orders necessary in handling the mineral interests of the Foundation.

4. For the information of the Trustees, the Foundation has now received \$300,000 as a partial distribution of Miss Hogg's residuary estate. Further distribution is expected by the end of 1976 and final distribution by mid-1977. Using values from the Inventory and Appraisal, it is estimated that the total bequest to the Foundation will be approximately \$4,000,000 made up of cash, stocks, bonds, land, and mineral interests in Texas, Louisiana, and Arkansas. This bequest added to the principal given by Miss Hogg when the Foundation was established should bring the principal to about \$4,560,000. Accumulated income on hand is approximately \$55,000.

5. It is recommended that the Trustees establish procedures for use of the Foundation's income in order to carry out its purposes and the purposes set out in Miss Hogg's Will.

The Articles of Incorporation of the Foundation, established by Miss Hogg in 1964, and the Trust Indenture and Agreement between Miss Hogg and the Foundation covering her initial gifts to the Foundation provide that, to the extent practicable and consistent with the general charitable purposes of the Foundation, the income be used, after Miss Hogg's reservation of the income for her lifetime, in furtherance of the programs and endeavors of the Hogg Foundation for Mental Health.

Miss Hogg's original Will dated January 5, 1965, directs that the Foundation use the net income from the residuary estate "solely within the State of Texas to promote mental health in Texas and in accordance with the public charitable purposes of the Foundation as expressed in its Articles of Incorporation." Her Seventh and last Codicil dated August 3, 1974, provides as follows:

Set aside

"(13) It is my desire that the Trustees of the IMA HOGG FOUNDATION use the income from the property passing to said foundation under the provisions of this Will for the benefit of active, operating and functioning programs engaged in promotion of mental health and operating in the Houston, Texas area, which may be selected by the Trustees in their discretion and judgment from time to time (such as, for example and not by way or (sic) limitation, the CHILDREN'S MENTAL HEALTH SERVICES OF HOUSTON (formerly the "CHILD GUIDANCE CENTER OF HOUSTON") and the HOPE CENTER FOR YOUTH, INC.), rather than using such property or the income thereof for research, experimentation and like purposes."

It is suggested that income be used for grants recommended by Hogg Foundation for Mental Health, approved by the President of U. T. Austin, and approved by the Trustees, and that such grants be administered by Hogg Foundation for Mental Health.

This is a separate meeting.

FOUNDATION MATTERS

WINEDALE STAGECOACH INN FUND

Dr. Rogers as Secretary-Treasurer of Winedale Stagecoach Inn Fund recommends a meeting of the members of the Board of Regents as Trustees of the Fund at the meeting of the Board of Regents on December 10, 1976, with the following agenda:

1. It is recommended that the bequest by Miss Ima Hogg to the Trustees of the Fund of various antique furniture, textiles, and related items with an estimated value of approximately \$42,000 be accepted. All of these items have been delivered to Winedale and are in addition to numerous gifts of similar furnishings and other antiques given by Miss Hogg during her lifetime and worth many times the value of the bequest.

2. Though the Winedale Stagecoach Inn is under lease to U.T. Austin and administered by it, it is recommended that the Trustees approve changes in admission charges since the initial schedule of charges was approved by the Trustees. The increases are in order due in part to addition of facilities included in the guided public tours. Adult single admissions are increased from \$1.00 to \$2.00 for the guided public tours and from \$.25 to \$.50 for students and children under 18. In addition, Winedale and the Texas Pioneer Arts Foundation operating Henkel Square in Round Top are selling joint admission tickets at \$3.50 for adults and \$.80 for children and students with each facility receiving half of these ticket proceeds.

3. It is recommended that the Trustees authorize the execution by Mr. Lobb, Assistant Secretary-Treasurer, of a new 3-year grazing lease effective January 1, 1977, to Herbert R. Elliott, Sr., covering approximately 400 acres in the Josiah H. Bell and George Tennille Leagues, Brazoria County. This is the unsold portion of the Varner Plantation land given by Miss Hogg to endow the Winedale Fund. About half of the land is in the West Columbia Oil Field and is practically worthless for grazing. Under the expiring 3-year lease, Mr. Elliott has paid \$800 annually. Rental under the new lease will be \$800 for 1977 and \$900 annually for 1978 and 1979. Mr. Elliott has spent about \$1,000 for fencing during the past year.

Com. of the
Whole

COMMITTEE OF THE WHOLE
Chairman Shivers, Presiding

Date: December 10, 1976

Time: Following the Meeting of the Land and Investment Committee

Place: Main Building, Suite 212
U. T. Austin
Austin, Texas

	<u>Page</u> <u>C of W</u>
I. <u>SPECIAL ITEMS</u>	
A. BOARD OF REGENTS	
1. Appointment of Committee to Accept Gifts Through December 31, 1976	3
B. U. T. AUSTIN	
2. Report on Harry Ransom Memorial Rare Book Fund and Appointment of Committee to Administer	3
3. Request for Approval of Outside Employment	5
4. Request for Approval of Outside Employment	6
5. Proposed Waiver of Regents' <u>Rules</u> <u>and Regulations</u> , Part One, Chapter III, Sections 31.3 and 31.(10), to Consider Modified Service for Employee	7
6. Request for Fifth and Final Year Leave of Absence for Millard H. Ruud	8
7. Proposed Waiver of Regents' <u>Rules</u> <u>and Regulations</u> , Part One, Chapter VIII, Section 1, to Change Name of Penick Tennis Courts	9
8. Request to Approve (a) As to Policy the Establishment of a Bryant Smith Chair; (b) Fiscal Arrangements for Funding; and (c) Agreement on Funding Therefor	10
C. U. T. EL PASO	
9. Request to Decrease Building Use and General Fees Aggregating \$6.50 per Semester Credit Hour to \$6.00 per Semester Credit Hour and Allocation Thereof	11

	<u>Page</u> <u>C of W</u>
D. U. T. SAN ANTONIO	
10. Request for Waiver of Regents' <u>Rules and Regulations, Part One, Chapter III, Section 5.32, Regarding Nepotism</u>	13
11. Request for Approval of Appointment of President Peter T. Flawn to Coal Advisory Committee	14
E. GALVESTON MEDICAL BRANCH	
12. Request for Approval of Outside Employment	14
II. <u>DEVELOPMENT MATTERS</u>	
A. U. T. System: Membership of The University of Texas Foundation, Inc., Board of Directors	15
B. U. T. Arlington: Request to Reappoint Member to the College of Business Administration Advisory Council	16
C. U. T. Arlington: Membership of The University of Texas at Arlington School of Nursing Advisory Council	17
D. U. T. Austin: Recognition of the Baker and Botts Professorship in Law	18
E. U. T. Austin: Membership of The University of Texas at Austin School of Nursing Advisory Council	19
F. U. T. Dallas: Request to Establish Advisory Council for Arts and Humanities and Proposed Initial Nominees Therefor	20
G. U. T. Dallas: Proposed Amendment to Development Board Bylaws	22
H. U. T. Permian Basin: Membership for Development Board	23
III. <u>SCHEDULED MEETINGS AND EVENTS</u>	24

I. SPECIAL ITEMS

A. BOARD OF REGENTS

1. Appointment of Committee with Delegated Authority to Each Member to Accept Gifts. --Chairman Shivers recommends that the following committee be appointed with delegated authority to each member of the committee to accept on behalf of the Board of Regents of The University of Texas System gifts tendered after this meeting through December 31, 1976, with authority to the Chairman to execute any and all documents necessary in the acceptance of the gifts. A full and complete report will be made to the Board of Regents for ratification at its meeting on February 11, 1977:

Regent Allan Shivers (Chairman of the Committee)
Regent Edward Clark
Regent (Mrs.) Lyndon B. Johnson
Chancellor Charles A. LeMaistre
Deputy Chancellor E. D. Walker

B. U. T. AUSTIN

2. Report on Harry Ransom Memorial Rare Book Fund and Appointment of Committee to Administer. --At the May 14, 1976, meeting of the Board of Regents, there was established the Harry Ransom Memorial Rare Book Fund in memory of the late Chancellor Emeritus, Harry Ransom. As of November 30, 1976, this fund totaled \$30,326.77 and also contained book collections valued at approximately \$17,100.00.

Below is a bookplate with the names of the donors through November 30 which will appear in each book and manuscript acquired by the Harry Ransom Memorial Rare Book Fund. On June 1 and December 1 of each year, this bookplate will be revised to include all donors.

HARRY RANSOM MEMORIAL RARE BOOK FUND



Argosy Book Store
Mr. and Mrs. Hines H. Baker
Mr. Rex G. Baker
Mr. Rex G. Baker, Jr.
Mr. and Mrs. L. T. Barrow
Dr. James E. Bauerle
Mr. D. L. Bibby
Prof. E. T. Bowden
Mr. Henri L. Bromberg, Jr.
Miss Mina Bromberg
The Brown Foundation, Inc.
Mr. William Broyles
Ms. Liz Carpenter
Mr. William C. Cawthon
Mr. Edward Clark
Mrs. Ernest Cockrell, Jr.
Mrs. Louis Henry Cohn

Mr. L. L. Colbert
Mr. and Mrs. Marvin K. Collie
Dr. H. F. Connally, Jr.
Mr. C. W. Cook
Dr. Denton A. Cooley
Mr. B. W. Crain, Jr.
Mr. John W. Crain
The Dallas Times Herald
Mr. Joe M. Dealey
Mr. Franklin W. Denius
Mr. and Mrs. Charles Devall
Mr. and Mrs. Bob R. Dorsey
Mr. Arthur P. Duggan, Jr.
Mr. and Mrs. Gardner C. Duncan
Mr. Lindley Eberstadt
Mr. John F. Fleming
Mr. Luis Flores Arias

Mr. and Mrs. Jack Foxworth
 Mr. Herbert J. Frensley
 Mr. Jenkins Garrett
 Judge and Mrs. W. St. John
 Garwood
 Mr. E. A. Gillis
 Mr. Maurice F. Granville
 Mr. Richard A. Gump
 Hamill & Barker
 Mr. and Mrs. Hall S. Hammond
 Mrs. Alice N. Hanszen
 Mr. and Mrs. Lynn Harris
 Mr. Chris Harte
 Mr. Hayden W. Head
 Mr. Erwin Heinen
 Mr. John Henderson
 Mr. J. Carl Hertzog
 Mr. Estill S. Heyser, Jr.
 Miss Mary Claire Heyser
 Mr. J. Hub Hill
 The Hobby Foundation
 Mr. and Mrs. John B. Holmes
 Mr. and Mrs. J. S. Hudnall
 Mr. George P. Isbell
 Mrs. Rex Jackson
 Mr. and Mrs. George W.
 Jalonick III
 Mr. Leroy Jeffers
 Mrs. Charlotte D. Jelks
 Mr. John H. Jenkins
 Mrs. J. Lee Johnson III
 Mr. and Mrs. J. E. Jonsson
 Mr. Philip R. Jonsson
 Mrs. Essie B. Joseph
 Mr. D. E. Kilgore
 Mr. Joe J. King
 Mrs. G. Moses Knebel
 Mrs. Ronya Kozmetsky
 Mr. Thos. H. Law
 Mr. Oscar C. Lindemann
 Mr. Lee Lockwood
 Mr. Ben F. Love
 Mr. G. L. MacGregor
 Mr. and Mrs. Wales Madden
 Mr. Mauricio B. Madero
 Mr. Mark Martin
 Mr. J. Mark McLaughlin
 Mr. L. F. McCollum
 Mr. Holland McCombs
 Mr. Ralph H. McCullough
 Mrs. Eugene McDermott
 Mr. Richard W. McKinney
 Mr. Ben Carlton Mead
 Mrs. David A. Miller
 Dr. Merton M. Minter
 Mrs. W. W. Moorman
 Mr. E. G. Morrison
 Mr. Vernon F. Neuhaus
 Mr. C. C. Nolen
 Dr. L. S. Oates, Sr.
 Mrs. Jamie Odom
 Rabbi and Mrs. Levi A. Olan
 Mrs. Ben G. Oneal
 Mr. W. W. Overton
 Major J. R. Parten
 Mr. and Mrs. O. Scott Petty
 Mr. and Mrs. Ben H. Powell, Jr.
 Mr. Paul M. Raigorodsky
 Dr. Mario E. Ramirez
 Mr. Peter J. Rempe
 Mr. Rupert N. Richardson
 Mr. Henry M. Rockwell
 Mrs. Ellen Steck Ross
 Mr. E. M. Schiwetz
 Mr. Benno C. Schmidt
 Scott & Douglass
 Mr. and Mrs. Tom Sealy
 Governor Allan Shivers
 Mrs. Betty Smedley
 Mr. C. R. Smith
 Southwestern Bell Telephone
 Company
 Mr. and Mrs. Ralph Spence
 Mr. and Mrs. Walter G. Sterling
 Mr. Bartlett Strayhorn
 Mr. O. Pendleton Thomas
 Mr. and Mrs. Clark W. Thompson
 Ms. H. E. Thompson
 Dr. Frank E. Vandiver
 Mrs. C. W. Voyles
 Dr. Charls E. Walker
 Mr. Frank H. Wardlaw
 Mr. Harvey Webster
 Mr. J. E. Weems
 Mr. Gail Whitcomb
 Dr. Logan Wilson
 Mr. Gus S. Wortham
 Mr. Jack Wrather

Literary Works Donated By:

Mr. Lew Feldman
 Prof. William C. Holden

Matching Gift Donations By:

Armco Foundation
 The Bristol-Myers Fund
 Exxon Education Foundation
 Kraftco Corporation
 Mutual of New York

Chairman Shivers recommends that the contributions from the above list of donors be accepted and that this endowment fund be administered by a U. T. Austin committee.

3. Request for Approval of Outside Employment (Regents' R&R, Part One, Chapter III, Section 13.11) for Professor John Archibald Wheeler. --

SYSTEM ADMINISTRATION'S RECOMMENDATION

System Administration concurs in President Rogers' recommendation that Professor of Physics John Archibald Wheeler be approved to receive compensation for his service as a member of President Ford's General Advisory Committee on Arms Control and Disarmament. In compliance with Regents' Rules and Regulations, Part One, Chapter III, Section 13.11, this outside employment will be of benefit and interest to the U.T. System. This has also been recommended for approval by Dr. Thomas A. Griffy, Chairman of the Department of Physics at U.T. Austin.

September 17, 1976

Mr. E. D. Walker
Deputy Chancellor
The University of Texas System
601 Colorado

DEPUTY CHANCELLOR'S OFFICE U. T. SYSTEM	
Acknowledged.....	File.....
SEP 21 1976	
To.....	for info & return
To.....	Please advise me
To.....	Please handle

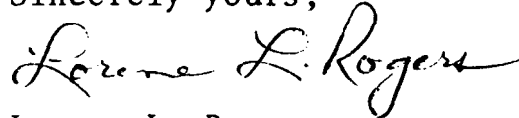
Dear Mr. Walker:

As a member of President Ford's General Advisory Committee on Arms Control and Disarmament, Professor of Physics John Archibald Wheeler has requested approval to receive compensation from such service. Dr. Wheeler expects to receive approximately \$1,346 (this depending on the number of meetings of the Committee) for 1976-77.

Dr. Wheeler joined our faculty September 1, 1976. His appointment to the Physics Department has been received by the faculty with great enthusiasm. Dr. Wheeler has made significant contributions to atomic physics, nuclear physics, elementary particle physics, relativity theory, cosmology and astrophysics. His presence alone is a strong plus for the University.

I am pleased to approve his request, and in compliance with the Board of Regents' Rules and Regulations Part One, Chapter III, Section 13.11, I herewith submit the request to you for your review and appropriate action.

Sincerely yours,



Lorene L. Rogers
President

LLR/aj
Enclosure

cc: Dr. G. J. Fonken

4. Request for Approval of Outside Employment (Regents' Rules and Regulations, Part One, Chapter III, Section 13.11) for Professor Charles E. Lankford. --

RECOMMENDATION

Professor Charles E. Lankford of the Department of Microbiology at U. T. Austin has been appointed to a Laboratory Advisory Committee for the Texas Department of Health Resources. This appointment involves about four meetings a year of outside employment.

Dr. E. E. Snell, Chairman of the Department of Microbiology, in his request for approval of this appointment has stated, "The Department of Microbiology regards this activity as part of Professor Lankford's duties as an expert on infectious diseases and his acceptance of this assignment will be of benefit to the University and the State."

System Administration concurs in the recommendation of President Rogers that Professor Lankford be approved for this outside employment, which is in the benefit and interest of the U. T. System, in compliance with Regents' Rules and Regulations, Part One, Chapter III, Section 13.11.

5. Proposed Waiver of Regents' Rules and Regulations, Part One, Chapter III, Sections 31.3 and 31.(10), to Consider Professor John Archibald Wheeler for Modified Service Upon Reaching Retirement Age.--

PRESIDENT ROGERS' RECOMMENDATION

November 1, 1976

Dear Mr. Walker:

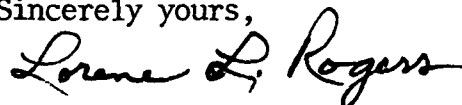
Professor of Physics John Archibald Wheeler joined our faculty on September 1, 1976. As a part of the original offer of appointment to Dr. Wheeler the Office of the President agreed to request from the Board of Regents a waiver of Part I, Chapter III, Section 31.3 and 31.(10) of the Regents' Rules and Regulations. Section 31.3 requires that to be eligible for modified service a faculty member must have served the University continuously for twenty years. In addition, Section 31.(10) specifies that a person appointed to the faculty after the age of fifty shall not have the right to modified service.

Though it is clearly understood that Dr. Wheeler, who is now sixty-five years old, cannot be formally reviewed for modified service until he reaches age seventy, I am requesting at this time that Sections 31.3 and 31.(10) of the Regents' Rules be waived to insure that he will be eligible for consideration when he reaches retirement age. Dr. Wheeler is a superb scientist and merits special consideration under the provisions of Regents' Rules Section 31.(17) because of his unique qualifications and value to the University.

A copy of Dr. Wheeler's vita is enclosed for your review. In brief, I should point out that he has made significant contributions to atomic physics, nuclear physics, elementary particle physics, relativity theory, cosmology and astrophysics. Many of Dr. Wheeler's students now occupy prominent positions in the field and one of them, R. P. Feynman, was awarded the Nobel Prize for work he began as Dr. Wheeler's student.

In compliance with the Regents' Rules, this is to request that the two sections specified above be waived and that Dr. Wheeler be considered eligible for formal review for modified service upon reaching age seventy.

Sincerely yours,



Lorene L. Rogers
President

SYSTEM ADMINISTRATION'S RECOMMENDATION

It appearing to System Administration that such action will be to the advantage and best interest of the System and The University of Texas at Austin, System Administration concurs in President Rogers' recommendation that an exception be made to Sections 31.3 and 31.(10), Chapter III, Part One of the Regents' Rules and Regulations for Professor of Physics John Archibald Wheeler so that he may become eligible to be considered for modified service upon reaching the retirement age of seventy. Any request for modified service will not be made until later when Professor Wheeler will be seventy years of age and will require a formal review of the circumstances at that time and the recommendation of the institutional head and the Deputy Chancellor and approval of the Board of Regents.

6. Request for Fifth and Final Year Leave of Absence for Millard H. Ruud (R&R, Part One, Chapter III, Section 16). --

RECOMMENDATION

System Administration concurs in the recommendation of President Rogers that a fifth and final year leave of absence without pay be given to Professor Millard H. Ruud of the U. T. Austin School of Law in accordance with the intent of Regents' Rules and Regulations, Part One, Chapter III, Section 16.

As stated in President Rogers' letter set out on this page, on April 24, 1973, the Board of Regents approved a three-year leave of absence without pay for Professor Ruud to allow him to accept the position of Executive Director of the Association of American Law Schools beginning the 1973-74 academic year. The Regents also expressed a willingness to extend that leave of absence for each of, but in total no more than, two additional years. A fourth year leave of absence was approved by the Regents on December 12, 1975. With the endorsement of the appropriate administrative officials at U. T. Austin, Professor Ruud is now requesting a fifth and final year leave of absence without pay in order for him to continue in this position through the 1977-78 academic year.

PRESIDENT ROGERS' RECOMMENDATION

President

November 8, 1976

Mr. E. D. Walker
Deputy Chancellor
The University of Texas System
601 Colorado
Austin, Texas 78701

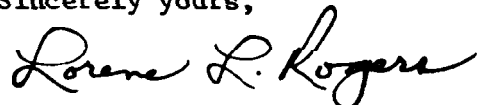
Dear Mr. Walker:

On April 24, 1973, the Board of Regents approved a three year leave of absence without pay for Professor Millard Ruud, School of Law. This action permitted Professor Ruud to accept the position of Executive Director of the Association of American Law Schools. The Regents also indicated their willingness to receive requests to extend that leave of absence for each of, but in total no more than, two additional years. A fourth year of leave of absence was approved by the Regents on December 12, 1975.

Professor Ruud has now requested leave of absence for a fifth and final year, in which he would conclude his service to the Association of American Law Schools. The request has been endorsed by Dean Ernest Smith and by the Vice President for Academic Affairs.

I endorse the request and recommend approval of a leave of absence without pay for Professor Ruud in the 1977-78 academic year. I ask your approval and that of the Board of Regents.

Sincerely yours,



Lorene L. Rogers
President

7. Proposed Waiver of Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, to Change Name of Penick Tennis Courts to Penick-Allison Tennis Courts. --

SYSTEM ADMINISTRATION'S RECOMMENDATION

System Administration concurs in the recommendation of Athletics Director Darrell Royal and of the Athletics Council, as submitted by Council Chairman J. Neils Thompson, and in the endorsement of President Rogers to change the name of the existing U. T. Austin tennis courts to Penick-Allison Tennis Courts.

Adding the name Allison would be a significant and well-deserved honor to Mr. Wilmer Allison who was a noted University tennis player, assistant to Dr. D. A. Penick and, subsequently, head tennis coach for sixteen years. Among many of Mr. Allison's outstanding personal achievements during his distinguished career were the Southwest Conference and NCAA singles championship and the winning of the U. S. National singles crown. He is enshrined in the University's Longhorn Hall of Honor, the Texas Sports Hall of Fame, the U. S. Lawn Tennis Association's Hall of Fame and the Helms Foundation Hall of Fame. In his coaching career, he developed four Southwest Conference championship teams, three singles titlists, and one doubles champion.

System Administration concurs in the recommendations of U. T. Austin and requests that the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1 be waived to allow the name change. Approval of the Board is requested for changing the existing tennis facility name to Penick-Allison Tennis Courts.

SUPPORTING MATERIAL AND PRESIDENT ROGERS'
LETTER OF RECOMMENDATION

November 5, 1976

Dear Mr. Walker:

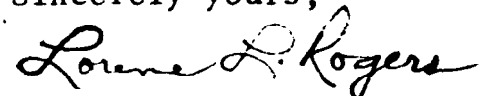
On behalf of the Athletics Council and Athletic Director Darrell Royal, Council Chairman J. Neils Thompson has requested approval of the Council's recommendation to rename the Penick Courts the Penick-Allison Tennis Courts. Adding the name Allison would be a significant and well deserved honor to Mr. Wilmer Allison.

Wilmer Allison was a tennis player at the University, later became assistant to Dr. D. A. Penick, and then head coach of tennis for 16 years. During the time he was coach, he developed four Southwest Conference championship teams, three singles titlists, and one doubles champion.

Among many of Mr. Allison's outstanding achievements during his distinguished career were the Southwest Conference and NCAA singles championship and the winning of the U.S. National singles crown. He is enshrined in the University's Longhorn Hall of Honor, the Texas Sports Hall of Fame, the U. S. Lawn Tennis Association's Hall of Fame and the Helms Foundation Hall of Fame.

I endorse the Council's recommendation and I am hereby transmitting the request to you for your consideration and appropriate action.

Sincerely yours,



Lorene L. Rogers
President

DOCUMENTATION FOR
COMMITTEE OF THE WHOLE ITEM NO. 8
(Page C of W - 10)

8. Request to Approve (a) As to Policy the Establishment of a Bryant Smith Chair; (b) Fiscal Arrangements as to Funding; and (c) Agreement on Funding Therefor. --

RECOMMENDATION

System Administration concurs in the recommendation of President Rogers and Dean Ernest Smith that the Board of Regents:

- (1) approve a \$400,000 funding level for establishment of the Bryant Smith Chair in Law at The University of Texas at Austin;
- (2) accept the benefits under the gift made by Adele Sidney Burleson Smith to The University of Texas Law School Foundation in trust for the establishment of such Chair, (under instrument executed November 21, 1975 by Adele Sidney Burleson Smith, and accepted by said Law School Foundation on December 17, 1975), subject to execution or approval by all parties of the Agreement on Funding said Chair described below; and
- (3) approve the Agreement on Funding of said Chair [effective December 12, 1976], by and between the Board of Regents, The Law School Foundation, and Adele Sidney Burleson Smith, for the purpose of effectuating and securing the funding of said Chair;

and recommends that the Chairman of the Board of Regents be authorized to acknowledge acceptance of benefits under the November 21, 1975 instrument by signing same in the space provided therein, and execute the Agreement on Funding said Chair dated December 12, 1976, on its behalf.

Negotiations for establishment of this Chair were begun prior to July 25, 1975, and, accordingly, funding of this Chair at the \$400,000 level appears to be a proper exception to the \$500,000 minimum funding level for endowed chairs set by the policies governing endowment of academic positions approved by the Board of Regents on that date.

By instrument dated November 21, 1975, Mrs. Smith conveyed to The University of Texas Law School Foundation her reserved right to receive income during her lifetime from the corpus of four Unitrusts created earlier by her and her husband, Bryant Smith:

Unitrust #1, the Albert Sidney Burleson-Bryant Smith Loan - Scholarship No. 1 (dated 9/30/59);

Unitrust #2, the Albert Sidney Burleson Professorship in Law (dated 2/20/63);

DOCUMENTATION FOR
COMMITTEE OF THE WHOLE ITEM NO. 8
(Page C of W - 10)

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- (3) approve the Agreement on Funding of said Chair [effective December 12, 1976], by and between the Board of Regents, The Law School Foundation, and Adele Sidney Burleson Smith, for the purpose of effectuating and securing the funding of said Chair;

and recommends that the Chairman of the Board of Regents be authorized to acknowledge acceptance of benefits under the November 21, 1975 instrument by signing same in the space provided therein, and execute the Agreement on Funding said Chair dated December 12, 1976, on its behalf.

Negotiations for establishment of this Chair were begun prior to July 25, 1975, and, accordingly, funding of this Chair at the \$400,000 level appears to be a proper exception to the \$500,000 minimum funding level for endowed chairs set by the policies governing endowment of academic positions approved by the Board of Regents on that date.

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8. Request to Approve (a) As to Policy the Establishment of a Bryant Smith Chair; (b) Fiscal Arrangements as to Funding; and (c) Agreement on Funding Therefor.--

C. U. T. EL PASO

9. Request to Decrease Building Use and General Fees Aggregating \$6.50 per Semester Credit Hour to \$6.00 per Semester Credit Hour and Allocation Thereof. --

RECOMMENDATION

System Administration concurs in the following recommendation of President Templeton that the aggregate Building Use and General Fees be set at \$6.00 per semester credit hour, effective with the Fall Semester, 1977:

Dear Mr. Walker:

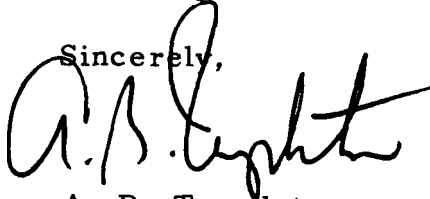
October 18, 1976

As you know, U. T. El Paso now has the highest Building Use Fee in the U. T. System and is among the highest in the state at \$6.50 per semester credit hour, which is 50¢ above the statutory maximum of \$6.00/S. C. H. established in the last legislative session. Although we are permitted to maintain the fee structure existing at the time of enactment, I would hope to lower our fees because of the low average income level of our students and because of excess fee income being generated as a result of increased enrollment.

During the past fiscal year U. T. El Paso collected \$2,300,000 (after refunds and exemptions) in Building Use Fees and paid out \$1,874,000 (less interest subsidy grants) for debt service and Union transfer, leaving an excess of over \$425,000. Estimated income for 1976-77 is \$2,485,000 with a projected excess of nearly \$600,000. Assuming a stabilized enrollment at 15,000 students, U. T. El Paso could possibly lower the Building Use Fee to the statutory maximum and still maintain a very comfortable margin over debt service requirements.

I recognize that U. T. El Paso has incurred certain legal obligations which may restrict our flexibility to alter fee rates, regardless of income generated, and request a review and report on the matter by System staff.

Sincerely,



A. B. Templeton

The amount of income generated by the present General Fee is an excess of amount needed for debt service requirements and other legal obligations.

This decrease in the aggregate use fees, currently above the statutory maximum of \$6.00 per semester credit hour, will be better for students at U. T. El Paso, and will still maintain adequate income for debt service requirements. Appropriate System Administration officials have reviewed this proposal and further recommend that the following resolution be adopted to supersede the previous resolution on these fees approved at the September 20, 1974 Board meeting:

SECRETARY'S NOTE: If this change in fee is adopted, it is authorized that the first catalog published thereafter by U. T. El Paso be amended to conform.

RESOLUTION

WHEREAS, It is hereby found and determined that the Student Union Building Use Fee hereinafter fixed will be more than sufficient to produce the amounts which, together with other pledged revenues, are required to pay all debt service, reserve, and other requirements and expenses in connection with Board of Regents of The University of Texas System, The University of Texas at El Paso Student Union Building Revenue Bonds, Series A and B of 1967;

WHEREAS, It is hereby found and determined that the Student Building Use Fee hereinafter fixed will be more than sufficient to produce the amounts which, together with other pledged revenues, are required to pay all debt service, reserve, and other requirements and expenses in connection with Board of Regents of The University of Texas System, The University of Texas at El Paso Building Revenue Bonds, Series 1969; and

WHEREAS, It is hereby found and determined that the General Fee hereinafter fixed will be more than sufficient to produce the amounts which, together with other pledged revenues, are required to pay all debt service, reserve, and other requirements and expenses in connection with the Board of Regents of The University of Texas System, The University of Texas at El Paso Combined Fee Revenue Bonds, Series 1970, Series 1971, Series 1973, and Series 1974; now, therefore, be it

RESOLVED, That (1) Commencing with the registration for the regular Fall Semester 1977, the following Student Union Building Use Fee, which, together with other revenues, is pledged to the payment of the aforesaid Board of Regents of The University of Texas System, The University of Texas at El Paso, Student Union Building Revenue Bonds, Series A and B of 1967, is hereby fixed, levied, charged, and ordered to be collected from each student enrolled at The University of Texas at El Paso for the use and availability of facilities on the campus of The University of Texas at El Paso, as follows:

Student Union Building Use Fee of \$0.68 cents per semester credit hour at each of the regular fall and spring semesters, and for each term of each summer session;

(2) Commencing with the registration for the regular Fall Semester of 1977, the following Student Building Use Fee, which, together with other revenues, is pledged to the payment of the aforesaid Board of Regents of The University of Texas System, The University of Texas at El Paso Building Revenue Bonds, Series 1969, is hereby fixed, levied, charged, and ordered to be collected from each student enrolled at The University of Texas at El Paso for the use and availability of the Gymnasium Facilities and the Library Facilities, as follows:

\$1.62 per semester credit hour at each of the regular fall and spring semesters, and for each term of each summer session; and

(3) Commencing with the registration for the regular Fall Semester 1977, a General Fee for the general use and availability of the University facilities is hereby fixed and shall be collected from each student regularly enrolled at The University of Texas at El Paso as follows:

\$3.70 per semester credit hour for each of the regular fall and spring semesters, and for each term of each summer session.

D. U. T. SAN ANTONIO

10. Request for Waiver of Regents' Rules and Regulations, Part One, Chapter III, Section 5.32, Regarding Nepotism.--

RECOMMENDATION

System Administration concurs in the recommendation of President Flawn as set out below:



THE UNIVERSITY OF TEXAS AT SAN ANTONIO
SAN ANTONIO, TEXAS 78285
512-691-4101

OFFICE OF THE PRESIDENT

September 23, 1976

Mr. E. D. Walker
Deputy Chancellor
The University of Texas System
601 Colorado Street
Austin, Texas 78701

DEPUTY CHANCELLOR'S OFFICE U. T. SYSTEM	
Acknowledged.....	File.....
SEP 29 1976	
To.....	for info & return
To.....	Please advise me
To.....	Please handle

Dear Mr. Walker:

It is requested that a waiver of the Nepotism Rule (Part One, Chapter III, Section 5.32) of the Regents' Rules and Regulations be granted in order to permit the part-time employment (15 hours per week) of Mrs. Florence Juanita Sagik as a Technical Staff Assistant IV at a twelve-month part-time salary of \$3,501.00, effective December 15, 1976.

Her appointment will be in the College of Sciences and Mathematics, where her husband, Dr. Bernard P. Sagik, is the Dean. Her immediate supervisor will be Dr. Charles A. Sorber, and she will work on extramural and contract projects in our Central Technical Services Department.

Mrs. Sagik is experienced in cell and tissue culture techniques and eminently qualified to perform the work. We have been unable to recruit any other candidates for this part-time position, and it is essential that the pending research work be completed. Your approval of this recommendation and subsequent approval by the Board of Regents would assist us greatly in meeting our commitments.

Yours very truly,


PETER T. FLAWN

PTF/bjh

11. Request for Approval of Appointment of President Peter T. Flawn to Coal Advisory Committee (Regents' Rules and Regulations, Part One, Chapter III, Sections 13.10 and 13.11).

President Peter T. Flawn has been asked by the Secretary to the Interior, Thomas S. Kleppe, to serve on a newly formed Coal Advisory Committee, which will meet twice a year with no remuneration involved in this appointment.

RECOMMENDATION

System Administration recommends that the Board of Regents approve this appointment of President Flawn to the Coal Advisory Committee of the U. S. Department of the Interior. This appointment is of benefit to the State of Texas and creates no conflict with Dr. Flawn's position at U. T. San Antonio and is in compliance with Regents' Rules and Regulations, Part One, Chapter III, Section 13.10. It is submitted for approval by the Board of Regents in accordance with Section 13.11.

E. GALVESTON MEDICAL BRANCH

12. Request for Approval of Outside Employment of Dr. J. Palmer Saunders in Accordance with Regents' Rules and Regulations, Part One, Chapter III, Section 13.11.--

RECOMMENDATION

System Administration concurs in the following recommendation of President Levin:

October 11, 1976


Dear Mr. Walker:

Dr. J. Palmer Saunders, Professor of Pharmacology and Dean of the Graduate School, has been invited to become a member of the Cancer Center Support Grant Review Committee of the National Cancer Institute. I regard this as an important assignment for Dr. Saunders.

He estimates that he may have to be away from The University of Texas Medical Branch for a maximum of thirty-six days per annum and that consultation fees will not exceed \$3,780.

I recommend to you that Dr. Saunders be permitted to accept this appointment.

Sincerely yours,


William C. Levin, M.D.
President

WCL:dl

APPROVED: 
E. D. Walker, Deputy Chancellor

DATE: October 24, 1976

II. DEVELOPMENT MATTERS

The following items relate to development matters including report of a previously established professorship, development boards, foundations and advisory councils:

- A. U. T. System: Membership of The University of Texas Foundation, Inc., Board of Directors. --On October 1, 1976 the Board of Regents approved the reappointment of those individuals indicated by an asterisk to membership on the Board of Directors of The University of Texas Foundation, Inc. Their acceptances have been received, and the complete membership is listed below. The maximum authorized membership of this Board is 25; however, the 15 members listed below represent the current Board of Directors:

	<u>Term Expires December 31</u>
Mr. Rex G. Baker, Jr., Sugar Land	1977
Mr. E. Philip Cannon, Houston	1978
Mr. Edward Clark, Austin	Regent Representative
Mr. Marvin K. Collie, Houston	1977
Mr. Hayden W. Head, Corpus Christi	1978
Mr. B. K. Johnson, San Antonio	1978
Mr. Jack S. Josey, Houston	1977
Mr. Thos. H. Law, Fort Worth	Regent Representative
Mr. E. G. Morrison, Austin	1977
*Mr. Benno C. Schmidt, New York, New York	1979
Mr. Preston Shirley, Galveston	1977
Mr. Robert Strauss, Dallas	1978
Mr. Jack C. Vaughn, Dallas	1978
*Mr. Gail Whitcomb, Houston	1979
*Mr. Gene M. Woodfin, Houston	1979

B. U. T. Arlington: Request to Reappoint Member to the
College of Business Administration Advisory Council. --

PRESIDENT NEDDERMAN'S RECOMMENDATION

October 6, 1976

Dr. Charles A. LeMaistre
Chancellor
UT System
601 Colorado Street
Austin, Texas 78701

Dear Dr. LeMaistre:

Mr. W. N. McKinney, President of American-Mayflower in Dallas, recently completed a term as a member of the College of Business Administration Advisory Council. At the last meeting of the outgoing council, Mr. McKinney was elected to serve as President of the Business Administration Advisory Council for the next year. We therefore recommend that he be appointed to an unfilled term which expires in 1978.

Your assistance in this matter will sincerely be appreciated.

Very truly yours,



W. H. Nedderman
President

CHANCELLOR LeMAISTRE'S RECOMMENDATION

Through an administrative oversight, the proposed reappointee, who has been an extremely active and helpful member of the College of Business Administration Advisory Council, was not renominated as a member of the Council when the other nominees were processed last spring. To correct this oversight, President Nedderman recommends and Chancellor LeMaistre concurs that this member be reappointed to an available unfilled term on the College of Business Administration Advisory Council for a term ending December 31, 1978.



Dear Betty Anne -

If this is approved, could the minutes reflect the date of Aug 31, 1978? This would coincide with the expiration dates used by all development boards & advisory councils.

Thanks -



B. U. T. Arlington: Request to Reappoint Member to the College of Business Administration Advisory Council. --

PRESIDENT NEDDERMAN'S RECOMMENDATION

October 6, 1976

Dr. Charles A. LeMaistre
Chancellor
UT System
601 Colorado Street
Austin, Texas 78701

Dear Dr. LeMaistre:

Mr. W. N. McKinney, President of American-Mayflower in Dallas, recently completed a term as a member of the College of Business Administration Advisory Council. At the last meeting of the outgoing council, Mr. McKinney was elected to serve as President of the Business Administration Advisory Council for the next year. We therefore recommend that he be appointed to an unfilled term which expires in 1978.

Your assistance in this matter will sincerely be appreciated.

Very truly yours,



W. H. Nedderman
President

CHANCELLOR LeMAISTRE'S RECOMMENDATION

Through an administrative oversight, the proposed reappointee, who has been an extremely active and helpful member of the College of Business Administration Advisory Council, was not renominated as a member of the Council when the other nominees were processed last spring. To correct this oversight, President Nedderman recommends and Chancellor LeMaistre concurs that this member be reappointed to an available unfilled term on the College of Business Administration Advisory Council for a term ending ~~December~~ 31, 1978.



- C. U. T. Arlington: Membership of The University of Texas at Arlington School of Nursing Advisory Council. --On October 1, 1976 the Board of Regents established The University of Texas at Arlington School of Nursing Advisory Council and approved nominees for the initial membership of the advisory council. It is recommended by Chancellor LeMaistre that the authorized membership of this advisory council be set at 16.

It is further recommended by Chancellor LeMaistre that the name of Mrs. J. Clark Nowlin, Fort Worth, be substituted for the name of Mr. J. Clark Nowlin (originally nominated for membership) who has indicated his inability to serve at this time.

The names of the nominees accepting the appointments are listed below:

	<u>Term Expires</u>
Mrs. Gordon Appleman, Fort Worth	1979
Frank C. Council, M.D., Arlington	1978
Mr. R. E. Cox, III, Fort Worth	1979
Mr. Arthur I. Ginsburg, Fort Worth	1979
Mr. Rex C. McRae, Arlington	1979
Mr. Harry A. Noah, Arlington	1979
Mrs. J. Clark Nowlin, Fort Worth	1978
Fred Rehfeldt, M.D., Fort Worth	1978
Mr. Sterling Steves, Fort Worth	1979
Mr. Bill Wagner, Euless	1978

6 Unfilled Terms (Terms to be determined as filled)

- D. U. T. Austin: Recognition of the Baker and Botts Professorship in Law. --The following report is presented with the request that it be spread on the Minutes of this meeting and that the Professorship involved be in all things approved and confirmed:

Report

On June 7, 1968 a grant from the Houston law firm of Baker, Botts, Shepherd & Coates to the Law School Foundation of The University of Texas at Austin for the establishment of the Baker and Botts Professorship in Law was accepted administratively. Subsequently, the first appointment to this Professorship was made in 1968.

Through an administrative oversight, the recognition and approval of this endowed Professorship was not processed to the Board of Regents. In order that the official records of the Board of Regents may be complete, it is herewith reported for the record that the Baker and Botts Professorship in Law at The University of Texas at Austin was established through the Law School Foundation effective June 7, 1968.

- E. U. T. Austin: Membership of The University of Texas at Austin School of Nursing Advisory Council. --On October 1, 1976 the Board of Regents established The University of Texas at Austin School of Nursing Advisory Council and approved nominees for the initial membership of the advisory council. The names of the nominees accepting the appointments are listed below. It is recommended by Chancellor LeMaistre that the membership of this advisory council be set at 9:

	<u>Term Expires</u>
Mr. Cleve Bachman, Beaumont	1979
Mrs. Joe Christie, Austin	1979
Mrs. J. E. Connally, Abilene	1979
Ted Forsythe, M.D., Lubbock	1978
Max E. Johnson, M.D., San Antonio	1977
Mr. Ike S. Kampmann, Jr., San Antonio	1978
Mrs. Patrick J. Nugent, Austin	1978
Mrs. John R. Rainey, Jr., Austin	1979
 Unfilled Term	 1977

F. U. T. Dallas: Request to Establish Advisory Council for Arts and Humanities and Proposed Initial Nominees Therefor. --

RECOMMENDATION

Chancellor LeMaistre concurs in the following recommendation of President Jordan. The purpose of the proposed Advisory Council would be to advise and assist the President, the Vice-President for Academic Affairs, and the Dean of Arts and Humanities in the interaction of the program in Arts and Humanities with the needs of the Dallas community:

RECOMMENDATION OF PRESIDENT JORDAN



THE UNIVERSITY OF TEXAS AT DALLAS

OFFICE OF THE PRESIDENT

October 5, 1976

Dr. Charles A. LeMaistre
Chancellor
The University of Texas System
601 Colorado Street
Austin, Texas 78701

Dear Dr. LeMaistre:

Re: Advisory Council for
Arts and Humanities

It is felt to be desirable that The University of Texas at Dallas establish an Advisory Council for Arts and Humanities. The purpose of the Advisory Council would be to advise and assist the President, the Vice President for Academic Affairs, and the Dean of Arts and Humanities in the interaction of the program in Arts and Humanities with the needs of the Dallas community.

I propose that the membership of the Council be set at not more than twenty-five, and that the initial members of the Advisory Council be selected from among the names listed on the attached list.

I ask for your approval of this list and its submission to the Board of Regents for approval on December 10, 1976.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Bryce Jordan', written over a horizontal line.

Bryce Jordan
President

Mrs. Alfred Bromberg, Dallas
Trustee, Dallas Museum of Fine Arts

Mr. Vincent A. Carrozza, Dallas
Real Estate Developer;
Trustee, Dallas Museum of Fine Arts

Mrs. James B. Francis, Dallas
Officer of Dallas Museum of Fine Arts;
Dallas Civic Opera;
Past Chairwoman, Crystal Charity Ball

Mrs. Robert Glazer, Dallas

Mr. A. C. Greene, Dallas
Author; Staff Member, KERA-TV

Mr. Lloyd H. Haldeman, Dallas
President, Dallas Symphony

Mr. Jerry Lee Holmes, Dallas
Investments; Officer, Dallas Civic Opera

Mr. S. Roger Horchow, Dallas
President, The Horchow Collection

Mrs. William Jagoda, Dallas
Officer, Dallas Symphony; Greenhill School

Mrs. Bartram Kelley, Dallas
Officer, Dallas Symphony

Mrs. Dan Krausse, Dallas
Trustee, Theater Three

Mr. Irvin L. Levy, Dallas
President, National Chemsearch Corporation;
Trustee, Dallas Symphony;
Trustee, Dallas Museum of Fine Arts

Mrs. Edward Marcus, Dallas
Officer, Dallas Museum of Fine Arts;
KERA-TV

Mr. Richard Marcus, Dallas
President, Neiman-Marcus;
Trustee, Dallas Theater Center

Mr. Harry Parker, Dallas
Director, Dallas Museum of Fine Arts

Ms. Janet Spencer, Dallas
Business Manager, Theater Three

Mrs. Theodore H. Strauss, Dallas
Civic Leader;
Chairwoman, U.T. Dallas Development Board

Mr. Henry Taylor, Dallas
President, Taylor Books

Mr. Liener Temerlin, Dallas
President, Glenn Bozell & Jacobs, Inc. (Advertising)

- Mr. Lon Tinkle, Dallas
Author; Former Book Editor, Dallas Morning News;
Faculty Member, SMU
- Mr. Jerrold M. Trim, Dallas
Investments; Trustee, Greenhill School;
Dallas Museum of Fine Arts
- Mr. W. T. Whatley, Dallas
Headmaster, St. Mark's School
- Mr. Addison Wilson, III, Dallas
Attorney; Past President, 500 Inc.
- Mr. Robert A. Wilson, Dallas
President, Robert A. Wilson Associates (Advertising);
Past President, KERA-TV
- Mr. Peter Wolf, Dallas
President, Peter Wolf Associates

G. U. T. Dallas: Proposed Amendment to Development Board
Bylaws. --

BACKGROUND INFORMATION

On June 1, 1973 the Board of Regents approved the Bylaws of The University of Texas at Dallas Development Board. Article VIII of those Bylaws states that no amendment to the Bylaws will be effective until approved by the Board of Regents of The University of Texas System.

RECOMMENDATION

In accordance with that requirement President Jordan recommends and Chancellor LeMaistre concurs that the Board of Regents approve an amendment to Article IV, Section 4 of those Bylaws as set forth below:

- Section 4. Officers shall be elected annually
at the regular spring [fall] meeting
of the Board.

H. U. T. Permian Basin: Membership for Development Board. --
 Through action of the System Administration Committee approved in report of even date (Pages SAC - 31-34) the Board of Regents established the Development Board for The University of Texas of the Permian Basin and approved the Bylaws and the nominees for the initial membership thereof. The authorized membership for this Development Board as indicated in the Bylaws is 25; however, the names of the nominees accepting the appointments are set out below and represent the complete membership at this time:

	<u>Term Expires</u>
Mr. James N. Allison, Jr., Midland	1977
Mr. Claude W. Brown, McCamey	1979
Mr. J. Conrad Dunagan, Monahans	1977
Mr. Mel Z. Gilbert, Snyder	1978
Mr. Norvell W. Harris, Odessa	1979
Mr. Ray F. Herndon, Jr., Midland	1979
Mr. Stanley C. Moore, Midland	1979
Mr. W. D. Noel, Odessa	1978
Mr. Charles R. Perry, Odessa	1979
Mr. Joe Pickle, Big Spring	1978
Mr. Charles H. Priddy, Midland	1978
Mr. James Roberts, Andrews	1978
Mr. Louis Rochester, Odessa	1977
Mr. W. F. Roden, Midland	1979
Mr. E. M. Schur, Odessa	1977
Mrs. Richard C. Slack, Pecos	1977

III. SCHEDULED MEETINGS AND EVENTS. --Below is a schedule of meetings and events. The Board of Regents has previously scheduled the following meeting:

February 11, 1977, in Austin

1976

1977

DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MARCH

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

APRIL

S	M	T	W	T	F	S
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

1976

December 23
December 24
December 27

Christmas Holiday
Christmas Holiday
Christmas Holiday

Thursday
Friday
Monday

December 31

New Years Holiday

Friday

1977

April 7

Oil and Gas Lease Sale
on PUF Lands

Midland, Texas

C of W
Exec. Session



ROGERS

UT president Lorene Rogers:

"Darrell Royal is respected not only as a coach and athletic director, but as an extraordinary human being. His reputation is based on more than an outstanding record as a winning football coach. His personal integrity has been an inspiration to all his associates. He has emphasized academic attainment along with athletic prowess, and ethical practices along with vigorous competition.

All of us take pride in the overall program of intercollegiate athletics at UT Austin, including the developing program for women. I accept Coach Royal's resignation as head football coach with genuine regret, but am pleased that he will continue in the larger role of athletic director. I am confident that he will continue to be a positive influence for excellence in sports at this University, as well as in all of America."

Their statements on Royal resignation

Allan Shivers, Chairman, UT regents:

"Darrell Royal's decision to step down as UT head coach is a monumental loss not only to the University of Texas but to college football across the nation. He has been the greatest coach this university has ever had and is one of the greatest coaches in the history of football.

Despite the won-loss record of his final season, Darrell Royal goes out a winner—a winner of games, a winner of championships and a winner of the respect and esteem of football fans throughout America.

Darrell Royal possesses that unique combination of genius, dedication and character. And I know that our students, faculty and alumni share my pleasure of the fact that Darrell has agreed to stay

SHIVERS

on as athletic director of the university. He has been 'Darrell Royal' country for many years. Unfortunately it will continue to be 'Darrell Royal' country for years to come.

To select his replacement as athletic director, I am pointing a committee which will be charged with the task of finding the very best person for the job on the tradition of football at the University of Texas at Austin. The members of the committee will be J. Neilson, chairman of the athletics council, Robert L. Shivers, professor of speech communication, and a law student and president of the athletics council, UT System chancellor William R. Brock, UT System athletics council member Wale Shivers, chairman of the UT Board of Regents.

S

Their statements on Royal resignation

Allan Shivers, Chairman, UT regents:

"Darrell Royal's decision to step down as UT head coach is a monumental loss not only to the University of Texas but to college football across the nation. He has been the greatest coach this university has ever had and is one of the greatest coaches in the history of football.

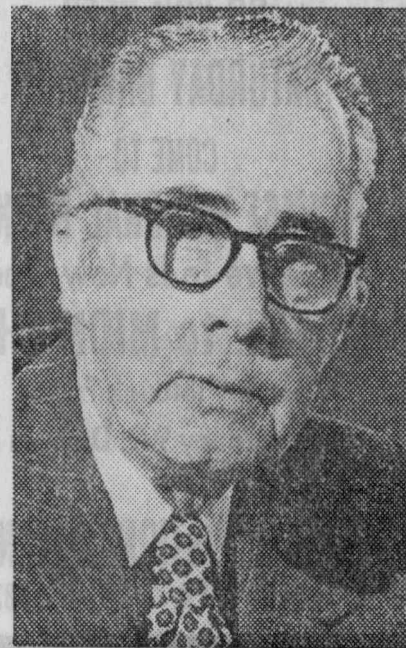
Despite the won-loss record of his final season, Darrell Royal goes out a winner—a winner of games, a winner of championships and a winner of the respect and esteem of football fans throughout America.

Darrell Royal possesses that unique combination of genius, dedication and character. And I know that our students, faculty and alumni share my pleasure of the fact that Darrell has agreed to stay

on as athletic director of the university. This has been 'Darrell Royal' country for 20 years—and fortunately it will continue to be 'Darrell Royal' country for years to come.

To select his replacement as head coach I am appointing a committee which will immediately begin the task of finding the very best man we can to carry on the tradition of football greatness at the University of Texas at Austin. President Lorene Rogers will serve as chairman of that committee. The other members will be J. Neils Thompson, chairman of the athletics council, Robert C. Jeffery, professor of speech communication, Jim Boone, senior law student and president of the Student Bar Association, UT System chancellor Charles LeMaistre, athletics council member Wales Madden and Allan Shivers, chairman of the UT Board of Regents."

SHIVERS



STATEMENT BY ALLAN SHIVERS
CHAIRMAN, UT SYSTEM BOARD OF REGENTS
December 4, 1976

Darrell Royal's decision to step down as UT Head Coach is a monumental loss not only to The University of Texas but to college football across the nation. He has been the greatest coach this university has ever had -- and one of the great coaches in the history of football.

Despite the won-loss record of his final season, Darrell Royal goes out a winner -- a winner of games, a winner of championships, and a winner of the respect and esteem of football fans throughout America.

Darrell Royal possesses that unique combination of genius, dedication and character. And I know that our students, faculty and alumnae share my pleasure over the fact that Darrell has agreed to stay on as athletic director of the university. This has been "Darrell Royal Country" for 20 years -- and fortunately it will continue to be "Darrell Royal Country" for years to come.

To select his replacement as head coach, I am today appointing a committee which will immediately begin the task of finding the very best man we can to carry on the tradition of football greatness at The University of Texas at Austin.

President Lorene Rogers will serve as chairman of that committee.

The other members will be:

J. Neils Thompson, Chairman of the Athletic Council;

Robert C. Jeffrey, Professor of Speech Communication;

Jim Boone, senior law student and president of the Student Bar Association;

UT System Chancellor Charles A. LeMaistre;

Allan Shivers, Chairman of the UT System Board of Regents.

STATEMENT OF PRESIDENT LORENE ROGERS OF THE UNIVERSITY OF TEXAS AT AUSTIN:

Darrell Royal is respected not only as a coach and athletic director, but as an extraordinary human being. His reputation is based on more than an outstanding record as a winning football coach. His personal integrity has been an inspiration to all his associates. He has emphasized academic attainment along with athletic prowess, and ethical practices along with vigorous competition.

All of us take pride in the over-all program of intercollegiate athletics at UT Austin, including the developing program for women. I accept Coach Royal's resignation as head football coach with genuine regret, but am pleased that he will continue in the larger role of athletic director. I am confident that he will continue to be a positive influence for excellence in sports at this University, as well as in all of America.

12/4/76

Apr 24
Per. J. v. HS Center
Ford Damage
J. v. L. Hosp. (Leg.)
Financial rep. on
Johnman
Gift of Nev. Hosp.

Lunch - noon

Transfer accty of the Union

Award to Bilent
on 4/25/50
" Waller Creek

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
[Pursuant to Vernon's Texas Civil Statutes
Article 6252-17, Sections 2 (e), (f) and (g)]

Date: December 10, 1976

Time: Following the Meeting of the Committee of the Whole -
Open Session

Place: Main Building, Room 209
U.T. Austin
Austin, Texas

1. Pending or Contemplated Litigation -- Report of
Special Committee to Negotiate with Respect to
Punta Gorda note.

2. Land Acquisition -- Removal of Liens Against
Prudential Building

On July 25, 1974, the Prudential Insurance Company of America, in consideration of the sum of \$18,250,000.00 of which \$18,000,000.00 was evidenced by a Note and secured by a Deed of Trust, conveyed to The University Cancer Foundation Incorporated, a non-profit Texas corporation, a 22.4 acre tract of land out of the P. W. Rose Survey, Abstract No. 645 in Houston, Harris County, Texas, better known as the "Prudential Building", and the Foundation in turn leased the premises to Prudential for a three year term. On the same date the Foundation conveyed such land to the Board of Regents of The University of Texas System subject to the Deed of Trust lien and the lease.

The remaining balance due Prudential Insurance Company on the Note was to be paid in installments of \$148,050.00 on the 30th day next after the termination of the lease between Prudential and Foundation, and the same amount on the same day of each month thereafter, with the balance of principal and interest payable on the 1st day of July, 2002. It is proposed that The University of Texas System take such steps as are necessary to remove the liens evidenced by such Note and Deed of Trust.

System Administration recommends the following procedures to remove the existing liens and encumbrances against the Prudential Building:

1. Pay the Prudential Insurance Company of America the amount due on the outstanding Note and obtain a good and sufficient release of lien from Prudential.
2. Obtain an assignment in favor of the Board of Regents of the existing lease from The University Cancer Foundation Incorporated, which lease will continue until it is terminated, pursuant to its terms.

It is further recommended that the Chairman of the Board of Regents of The University of Texas System be authorized to execute any and all instruments and to do any and all things necessary to consummate this transaction, and thereby release the liens and indebtedness against the Prudential Building and vest absolute fee simple title in the Board of Regents of The University of Texas System, after such instruments are approved as to content by Deputy Chancellor Walker and as to form by the Office of General Counsel.

3. Personnel -- Appointment of Classified Employee

System Administration concurs in the recommendation of President Rogers that approval be given for Mrs. Jennie Rotsch to be continued on modified service as a nonteaching staff member in the Art Department at U.T. Austin under the provisions of Section 31.21, Chapter III, Part One, of the Regents' Rules and Regulations. Mrs. Rotsch is over the age of sixty-five and it is requested that she be allowed to continue to work on a one-third time basis effective November 1, 1976 to August 31, 1977.

If approved, this will be reported in the next docket of the deputy Chancellor.

Reminders

1. 1610 Watchhill Road

2. Umblau's Proposed Gift



THE UNIVERSITY OF TEXAS AT AUSTIN
OFFICE OF THE PRESIDENT
AUSTIN, TEXAS 78712

November 5, 1976

President

DEPUTY CHANCELLOR'S OFFICE	
U. T. SYSTEM	
Acknowledged.....	File.....
NOV 9 1976	
To.....	for info & return
To.....	Please advise me
To.....	Please handle

Mr. E. D. Walker
Deputy Chancellor
The University of Texas System
OH 405

Dear Mr. Walker:

This is to recommend at the request of the Department of Art that Mrs. Jennie Rotsch be continued on modified service as a nonteaching staff member effective November 1, 1976 to August 31, 1977. Since Mrs. Rotsch is over age sixty-five, I am requesting that she be granted modified employment under the provisions of Chapter III, Section 31.21 of the Regents' Rules and Regulations.

In keeping with U.T. Austin practice, I have informed the Department of Art that although the University has appreciated the fine work of Mrs. Rotsch this is the final year for which she may be recommended for modified service.

Sincerely yours,

Lorene L. Rogers
President

LLR:cj

Enclosure

xc: Dr. Kenneth W. Prescott

Meeting of
the Board

(Continued)

MEETING OF THE BOARD OF REGENTS

OF

THE UNIVERSITY OF TEXAS SYSTEM

Date: December 10, 1976

Time: Following the Executive Session of the
Committee of the Whole

Place: Main Building, Suite 212
U. T. Austin
Austin, Texas

A. ...

B. ...

C. ...

D. RECONVENE

E. REPORTS OF COMMITTEES

1. System Administration Committee by Committee
Chairman Williams
2. Academic and Developmental Affairs Committee
by Committee Chairman (Mrs.) Johnson
3. Buildings and Grounds Committee by Committee
Chairman Bauerle
4. Medical Affairs Committee by Committee Chairman
Nelson
5. Land and Investment Committee by Committee
Chairman Clark

F. REPORT OF BOARD FOR LEASE FOR UNIVERSITY LANDS

G. REPORTS OF SPECIAL COMMITTEES

Report by President Jordan on Special Committee
to Study U. T. System

H. COMMITTEE OF THE WHOLE--OPEN SESSION

I. CONSIDERATION OF THE ITEMS REFERRED TO EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE.--The Board of Regents discussed in Executive Session of the Committee of the Whole pursuant to V.T.C.S., Article 6252-17, Sections 2(e), (f) and (g), the following:

1. Pending or Contemplated Litigation

2. Land Acquisition

3. Personnel Matters

J. ADJOURNMENT