

MATERIAL SUPPORTING THE AGENDA

Volume XXIXa

This volume contains the Material Supporting the Agenda furnished to each member of the Board of Regents prior to the meetings held on

October 8-9, 1981
December 10-11, 1981

The material is divided according to the standing committees and the meetings that were held and is color coded as follows:

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

Blue paper - all items submitted to the Executive Session and distributed only to the Regents, Chancellor and Executive Vice Chancellors of the System.

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 Executive 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 10-11, 1981

Meeting No.: 782

Name:

BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

CALENDAR

Place: Fourth Floor, Classroom Building, U. T. Permian Basin
University Boulevard at Parkway Boulevard
Odessa, Texas

Host Institution: The University of Texas of the Permian Basin

Thursday, December 10, 1981

10:00 a. m. Meeting of the Board of Regents

Committee Meetings

10:30 a. m. Health Affairs Committee
Classroom Building, Room 437

Finance and Audit Committee
Classroom Building, Room 461

1:30 p. m. Academic Affairs Committee
Classroom Building, Room 437

Buildings and Grounds Committee
Classroom Building, Room 461

3:30 p. m. Land and Investment Committee
Classroom Building, Room 437

If time permits Executive Session
Classroom Building, Room 405

Friday, December 11, 1981

9:00 a. m. Meeting of the Board of Regents

Executive Session (if not completed on
Thursday afternoon)

Reports of Standing Committees

Executive Committee
Finance and Audit Committee
Academic Affairs Committee
Health Affairs Committee
Buildings and Grounds Committee
Land and Investment Committee

Meeting of the Board of Regents

Telephone Numbers

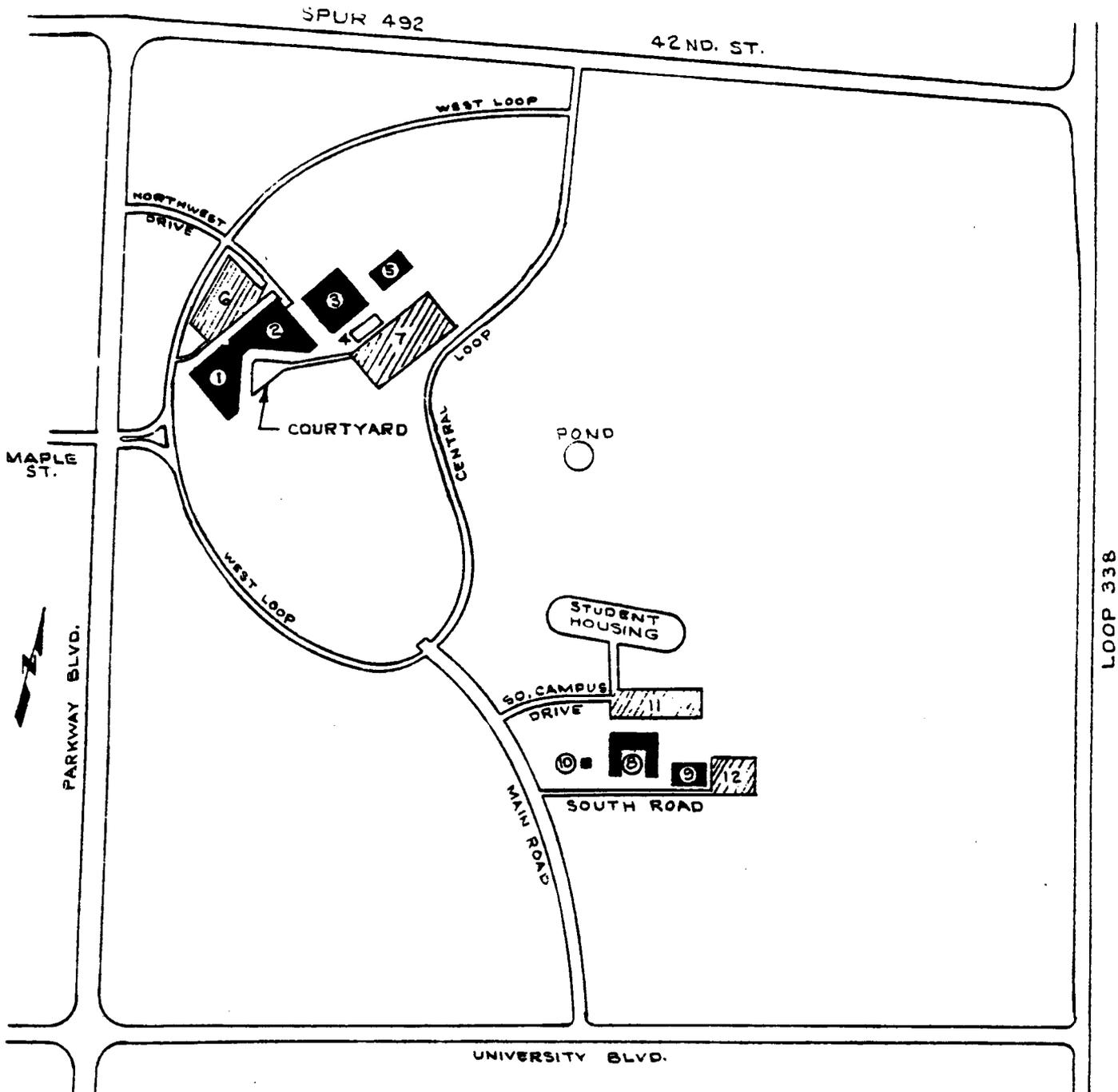
President Cardozier (Residence 362-5679) (915) 367-2100
(915) 367-2102

Holiday Inn (3001 Highway 80) (915) 333-3931

Continental Airlines 563-2100

Southwest Airlines 563-0750

THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN



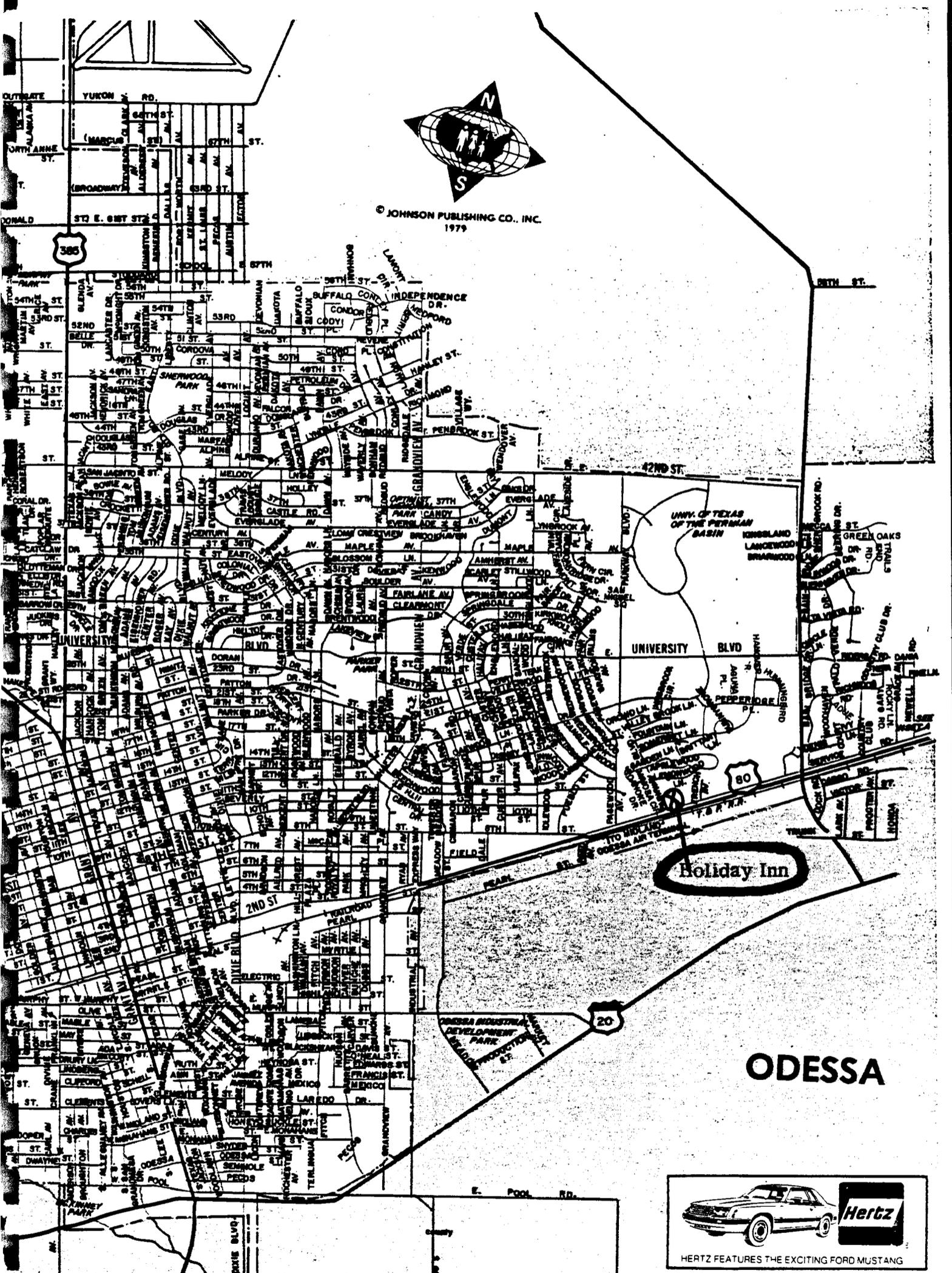
LEGEND

MESA CAMPUS

1. CLASSROOM BUILDING
2. LABORATORY BUILDING
3. GYMNASIUM
4. SWIMMING POOL
5. CENTRAL ENERGY PLANT
6. WEST PARKING LOT
7. EAST PARKING LOT

SOUTH CAMPUS

8. LEARNING RESOURCES CENTER (Founders Building)
9. SERVICE BUILDING (CONTAINS ART DEPT ON WEST SIDE)
10. SOUNDBOX
11. L.R.C. PARKING LOT
12. SERVICE BLDG. PARKING LOT

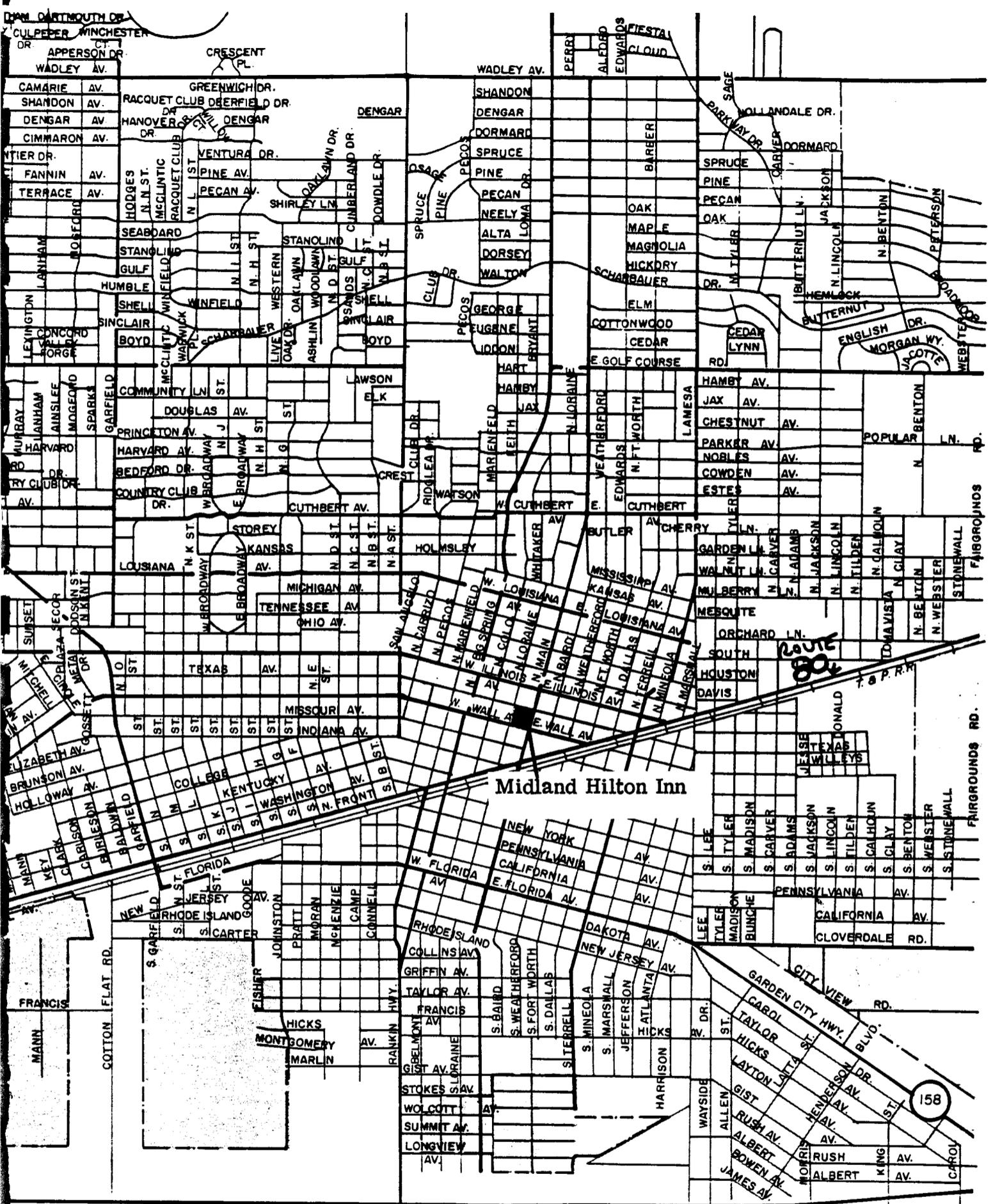


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1979

Holiday Inn

ODESSA

HERTZ FEATURES THE EXCITING FORD MUSTANG



Midland Hilton Inn

MIDLAND

349

158

Meeting of
the Board

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

Date: December 10, 1981

Time: 10:00 a. m.

Place: Conference Area, Fourth Floor, West End
Classroom Building, U. T. Permian Basin

A. CALL TO ORDER

B. RECESS FOR MEETINGS OF THE STANDING COMMITTEES

The Standing Committees of the Board of Regents of The University of Texas System will meet as set forth below to consider recommendations on those matters on the agenda for each Committee as listed in the Material Supporting the Agenda.

10:30 a. m. Health Affairs Committee: Chairman Newton,
Vice-Chairman Fly, Regent Briscoe.
Classroom Building, Room 437

Finance and Audit Committee: Chairman Rhodes,
Vice-Chairman Blumberg, Regent Richards
Classroom Building, Room 461

1:30 p. m. Academic Affairs Committee: Chairman Blumberg,
Vice-Chairman Briscoe, Regent Hay
Classroom Building, Room 437

Buildings and Grounds Committee: Chairman Richards,
Vice-Chairman Milburn, Regent Powell
Classroom Building, Room 461

3:30 p. m. Land and Investment Committee: Chairman Hay,
Vice-Chairman Newton, Regent Milburn
Classroom Building, Room 437

The report and recommendations of each Standing Committee will be considered by the Board of Regents beginning at 9:00 a. m. on December 11, 1981.

If time permits following the meetings of the Standing Committees, the Board of Regents will convene in Executive Session in Room 405 pursuant to Vernon's Texas Civil Statutes, Article 6252-17, Sections 2(e), (f) and (g), to consider those matters set out in the Material Supporting the Agenda, Page Ex. S 1.

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

Date: December 11, 1981

Time: 9:00 a. m.

Place: Conference Area, Fourth Floor, West End
Classroom Building, U. T. Permian Basin

A.-B. (Page B of R - 1)

C. RECONVENE

D. WELCOME AND PRESENTATION BY PRESIDENT CARDOZIER

E. REPORT ON SOIL CONSERVATION AND LAND UTILIZATION BY
MR. BILLY CARR, MANAGER OF UNIVERSITY LANDS - SURFACE
INTERESTS

F. APPROVAL OF MINUTES OF REGENTS' MEETING HELD
OCTOBER 8-9, 1981

G. INTRODUCTIONS

1. U. T. Arlington - President Nedderman

2. U. T. Austin - President Flawn

3. U. T. Dallas - Acting President Clark

4. U. T. El Paso - President Monroe

5. U. T. Permian Basin - President Cardozier

6. U. T. San Antonio - President Wagener

7. U. T. Tyler - President Hamm

8. U. T. Institute of Texan Cultures - Executive Director Maguire

9. U. T. Health Science Center - Dallas - President Sprague

10. U. T. Galveston Medical Branch - President Levin

11. U. T. Health Science Center - Houston - President Bulger

12. U. T. Health Science Center - San Antonio - President Harrison

13. U. T. Cancer Center - President LeMaistre

14. U. T. Health Center - Tyler - Director Hurst

15. Others

- H. IF BUSINESS NOT CONCLUDED ON THURSDAY, RECESS FOR MEETING OF THE BOARD OF REGENTS IN EXECUTIVE SESSION IN ROOM 405 OF THE CLASSROOM BUILDING PURSUANT TO V. T. C. S. , ARTICLE 6252-17, SECTIONS 2(e), (f) AND (g)
MSA PAGE Ex. S - 1
- I. RECONVENE TO CONSIDER REPORTS AND RECOMMENDATIONS FROM THE STANDING COMMITTEES
1. Executive Committee
Committee Vice-Chairman Fly
MSA Page Ex. C - 1
 2. Finance and Audit Committee
Committee Chairman Rhodes
MSA Page F&A - 1
 3. Academic Affairs Committee
Committee Chairman (Mrs.) Blumberg
MSA Page AAC - 1
 4. Health Affairs Committee
Committee Chairman Newton
MSA Page HAC - 1
 5. Buildings and Grounds Committee
Committee Chairman Richards
MSA Page B&G - 1
 6. Land and Investment Committee
Committee Chairman Hay
MSA Page L&I - 1

The agenda for the meeting of the Board of Regents is continued on Page B of R - 4 following the last tab in the Material Supporting the Agenda.

Executive Committee

EXECUTIVE COMMITTEE
Committee Vice-Chairman Fly

Date: December 11, 1981

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

Place: Conference Area, Fourth Floor - West End
Classroom Building, U. T. Permian Basin

	<u>Page</u> <u>Ex. C</u>
1. U. T. Austin - College of Business Administration and Graduate School of Business - Phase I, University Teaching Center (Project No. 102-480): Recommended Award of Construction Contract to B. L. McGee, Inc., Austin, Texas, Additional Appropriation Therefor and Recommended Plaque Inscription (3-B&G-82)	3
2. U. T. Austin - Memorial Stadium/Bellmont Hall - 9th Level Improvements (Project No. 102-490): Recommended Award of Construction Contract to B&B Developers, Moody, Texas, and Additional Appropriation Therefor (3-B&G-82)	6
3. U. T. Austin - Marine Science Institute at Port Aransas - Auditorium (Project No. 102-493): Recommended Award of Construction Contract to McDaniel Construction Co., Inc., San Antonio, Texas, Additional Appropriation Therefor and Recommended Plaque Inscription (2-B&G-82)	9
4. U. T. El Paso - College of Business Administration Classroom and Office Building (Project No. 201-421): Recommended Award of Contracts for Furniture and Furnishings to (a) Business Products and Services, Inc., El Paso, Texas; (b) Rockford Business Interiors, Austin, Texas; (c) Stewart Office Supply Co., Dallas, Texas; (d) Regal Supply & Chemical, El Paso, Texas; (e) American Desk Mfg. Company, Temple, Texas; (f) E. G. Jenkins Co., Dallas, Texas; and (g) House of Carpets, Inc., El Paso, Texas (2-B&G-82)	12
5. U. T. San Antonio - Multidisciplinary Studies Building and Addition to Arts Building (Phase II Buildings) (Project No. 401-334): Recommended Award of Contracts for Furniture and Furnishings to Paul Anderson Co., San Antonio, Texas (3-B&G-82)	32
6. U. T. Health Science Center - Dallas - Renovation of Locke Building, Phase I (Project No. 303-476): Recommended Award of Construction Contract to Dallas Contractors, Inc., Dallas, Texas (3-B&G-82)	33

7. U. T. Austin, U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas), U. T. Galveston Medical Branch (U. T. Galveston Medical School), U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio), and U. T. Cancer Center: Amendments to 1981-82 Budget (1-B-82 and 2-B-82)

35

1. U. T. Austin - College of Business Administration and Graduate School of Business - Phase I, University Teaching Center (Project No. 102-480): Recommended Award of Construction Contract to B. L. McGee, Inc., Austin, Texas, Additional Appropriation Therefor and Recommended Plaque Inscription (3-B&G-82).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of President Flawn and the Office of the Chancellor that the Board:

- a. Award the construction contract for the University Teaching Center building to the lowest responsible bidder, B. L. McGee, Inc., Austin, Texas, as follows:

Base Bid	\$13,777,000
Alternate No. 1 (Improved Quality of Corridor Walls and Floors)	135,000
Total Recommended Contract Award	\$13,912,000

- b. Authorize a total project cost of \$17,978,228 to cover the recommended building construction contract award, movable furnishings and equipment, audio/video/visual equipment, air balancing, landscaping, fees and related project expenses
- c. Appropriate additional funds in the amount of \$17,167,228 from Available University Fund to provide for the total project cost. Previous appropriations have been \$136,000 from Permanent University Fund Bond Proceeds, and \$675,000 from the Available University Fund
- d. Approve the recommended inscription as set out below for the plaque to be placed on the University Teaching Center building.

This inscription follows the standard pattern approved by the Board at the meeting held June 1, 1979.

UNIVERSITY TEACHING CENTER
1981

BOARD OF REGENTS

James L. Powell, Chairman
Sterling H. Fly, Jr., Vice-Chairman
Tom B. Rhodes, Vice-Chairman
Jane Weinert Blumberg
(Mrs. Roland K.)
Janey Briscoe
(Mrs. Dolph)
Jess Hay
Beryl Buckley Milburn
Jon P. Newton
Howard N. Richards

E. D. Walker
Chancellor, The University
of Texas System
Peter T. Flawn,
President, The University
of Texas at Austin

Graeber, Simmons & Cowan,
AIA Architects, In
Association with
R. Max Brooks, F.A.I.A.
Project Architect
B. L. McGee, Inc.
Contractor

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on October 9, 1981, bids were called for and were received, opened and tabulated on November 3, 1981, as shown on Page Ex.C - 5 for the University Teaching Center building. The estimated total project cost previously authorized was \$18,920,000 exclusive of electronic media equipment. It is now estimated that the audio/video/visual equipment to support twenty-six major instructional and lecture-theatre type classrooms to accommodate 3,500 students will cost approximately \$1,613,000. However, the extremely favorable construction bids will allow for a reduced total project cost of \$17,978,228 which includes an allowance for audio/video/visual equipment purchase.

The recommended total project cost is composed of the following cost elements:

Construction Contract	\$13,912,000
Furniture, Furnishings and Equipment	599,963
Audio/Video/Visual Equipment	1,613,000
Future Work (Air Balancing, Facilities Control Monitoring System Interface, Communication Duct)	250,000
Project Contingency (Unforeseen Conditions at Restricted Site)	300,000
Professional Fees and Administrative Expense	1,273,693
Miscellaneous Expenses (Site Survey, Soils Test)	<u>29,572</u>
Total Project Cost	<u>\$17,978,228</u>

Source of funding for this project is the Available University Fund and Permanent University Fund Bond Proceeds.

COLLEGE OF BUSINESS ADMINISTRATION AND GRADUATE SCHOOL OF BUSINESS - PHASE I
 UNIVERSITY TEACHING CENTER, THE UNIVERSITY OF TEXAS AT AUSTIN
 Bids Received Tuesday, November 3, 1981, C.S.T. at the
 Office of Facilities Planning and Construction
 The University of Texas System, Austin, Texas

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt. No. 1</u>	<u>Total Bid</u>	<u>Bid Bond</u>
B. L. McGee, Inc., Austin, Texas	\$13,777,000	\$135,000	\$13,912,000	5%
Castle Construction Co., Inc., Montgomery, Alabama	14,595,000	129,000	14,724,000	5%
H The Law Company, Inc., Wichita, Kansas	14,775,000	130,000	14,905,000	5%
W.C. Durden & Fulton, Inc., Starstone Construction Co., A Joint Venture, Pittsburg, Pennsylvania	14,781,000	130,000	14,911,000	5%
Kunz Construction Co., Inc., San Antonio, Texas	15,460,339	128,856	15,589,195	5%
J. C. Evans Construction Co., Inc., Austin, Texas	15,472,000	130,000	15,602,000	5%
Belco Construction Co., Inc., Temple, Texas	15,598,000	133,000	15,731,000	5%
Robert E. McKee, Inc., El Paso, Texas	15,840,000	147,000	15,987,000	5%
Warrior Constructors, Inc., Houston, Texas	15,925,000	132,000	16,057,000	5%

2. U. T. Austin - Memorial Stadium/Bellmont Hall - 9th Level Improvements (Project No. 102-490): Recommended Award of Construction Contract to B&B Developers, Moody, Texas, and Additional Appropriation Therefor (3-B&G-82).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of President Flawn and the Office of the Chancellor that the Board:

- a. Award the construction contract for Improvements on the 9th Level of Memorial Stadium/Bellmont Hall to the lowest responsible bidder, B&B Developers, Moody, Texas, as follows:

Base Bid	\$887,777
Alternate No. 2 Add Vinyl Wall Covering	5,600
Alternate No. 3 Add Kitchen Equipment	<u>30,000</u>
Total Recommended Contract Award	\$923,377

- b. Authorize a total project cost of \$1,110,948 to cover the recommended construction contract award, movable furnishings and equipment, air balancing, fees and related project expenses
- c. Appropriate additional funds in the amount of \$1,110,948 from Gift Funds designated for this project to provide for the total project cost.

Previously \$10,000 was appropriated from Intercollegiate Athletics Funds for the feasibility study, and \$35,000 from the same source for fees and related expenses through completion of final plans. The appropriation of the total project cost will now return \$35,000 to Intercollegiate Athletics Funds.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on October 9, 1981, bids were called for and were received, opened and tabulated on November 4, 1981, as shown on Page Ex.C - 8 for the Improvements to the 9th Level of Memorial Stadium/Bellmont Hall. The estimated total project cost previously authorized was \$960,000. The nine bids received demonstrate competition and the low bid is considered to be the fair market value of the work. U. T. Austin Administration has reviewed the bids with the Texas Longhorn Educational Foundation, and the Foundation has agreed to support the recommended contract award and a revised total project cost of \$1,110,948.

The Coordinating Board, Texas College and University System approved this project at its October 1981, meeting and this recommendation remains within the limits of that approval.

The recommended total project cost is composed of the following cost elements:

Construction Contract Base Bid and Alternates 2 and 3	\$ 923,377
Furniture and Furnishings, Equipment, and Carpet	120,000
Project Contingency	20,000
Professional Fees	46,471
Miscellaneous Expenses	<u>1,100</u>
Total Project Cost	<u>\$1,110,948</u>

Source of funding for this project is the Texas Longhorn Education Foundation and other private sources.

MEMORIAL STADIUM/BELLMONT HALL 9TH LEVEL IMPROVEMENTS
 THE UNIVERSITY OF TEXAS AT AUSTIN
 Bids Received at 2:00 p.m., C.S.T., November 4, 1981 at the
 Office of Facilities Planning and Construction
 The University of Texas System, Austin, Texas

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alt. #1 Temp. Glass</u>	<u>Add Alt. #2 Vinyl Cover.</u>	<u>Add Alt. #3 Kit. Equip.</u>	<u>Add Alt. #4 Meeting Rm.</u>	<u>Bid Bond</u>
B&B Developers, Moody, Texas	\$887,777	\$ 23,000	\$ 5,600	\$ 30,000	\$ 14,000	5%
Turner Pilkinton Const. Co., Inc., Austin, Texas	896,900	20,500	13,550	25,000	10,000	5%
Starfield Constructors, Inc. & Jerome Stark, Elgin, Texas	899,900	16,000	5,500	25,000	7,600	5%
Lawless & Alford, Inc., Austin, Texas	924,000	16,000	7,000	21,000	6,200	5%
Charles N. White Constr. Company, Austin, Texas	930,900	26,200	6,520	22,520	7,400	5%
Faulkner Construction Co., Austin, Texas	978,500	15,600	4,400	21,500	7,000	5%
Thomas Hinderer Company, Austin, Texas	1,005,000	15,000	6,500	24,000	8,000	5%
Joe Badgett Construction Co., Inc., Austin, Texas	1,009,054	26,040	9,000	23,520	8,038	5%
Poth Corp. & R. T. Templeton, Austin, Texas	1,044,011	14,649	4,558	25,360	7,169	5%

EX.C - 8

3. U. T. Austin - Marine Science Institute at Port Aransas - Auditorium (Project No. 102-493): Recommended Award of Construction Contract to McDaniel Construction Co., Inc., San Antonio, Texas, Additional Appropriation Therefor and Recommended Plaque Inscription (2-B&G-82). --

RECOMMENDATION

The Executive Committee concurs in the recommendation of President Flawn and the Office of the Chancellor that the Board:

- a. Award a construction contract for U. T. Austin - Marine Science Institute at Port Aransas - Auditorium Building to the lowest responsible bidder, McDaniel Construction Co., Inc., San Antonio, Texas as follows:

Base Bid	\$ 970,176
Alternate No. 1	
Ramp, Stairway & Canopy	55,392
Alternate No. 2	
Concrete Covering on Interior Columns	3,730
Total Contract Award	\$1,029,298

- b. Authorize a total project cost of \$1,400,000 to cover the recommended construction contract award, movable furnishings and equipment, fees and related project expenses
- c. Appropriate additional funds in the amount of \$1,340,000 from Permanent University Fund Bond Proceeds to provide for the total project cost. Previous appropriations include \$50,000 from Permanent University Fund Bond Proceeds and \$10,000 from Interest on Construction Funds Time Deposits
- d. Approve the inscription as set out below for the plaque to be placed on the building which follows the standard pattern approved by the U. T. Board at the meeting held June 1, 1979.

Auditorium Building
1981

BOARD OF REGENTS

James L. Powell, Chairman
Sterling H. Fly, Jr., Vice-Chairman
Tom B. Rhodes, Vice-Chairman
Jane Weinert Blumberg
(Mrs. Roland K.)
Janey Briscoe
(Mrs. Dolph)
Jess Hay
Beryl Buckley Milburn
Jon P. Newton
Howard N. Richards

E. D. Walker
Chancellor, The University
of Texas System
Peter T. Flawn
President, The University
of Texas at Austin

Rapp Fash Sundin, Inc.
Project Architect
McDaniel Construction
Co., Inc., Contractor

BACKGROUND INFORMATION

At the meeting of October 8 - 9, 1981, the U. T. Board of Regents approved final plans and specifications for the U. T. Austin Marine Science Institute at Port Aransas - Auditorium Building at an estimated total project cost of \$1,550,000. The Coordinating Board, Texas College and University System approved the project at its October 1981 meeting.

Accordingly, bids were called for, received, opened and tabulated on October 27, 1981, as shown on Page Ex.C - 11 .

A contract award to McDaniel Construction Co., Inc. of the base bid and Alternate Bids 1 and 2 in the amount of \$1,029,298 will allow the total project cost to be reduced to \$1,400,000.

The recommended total project cost is composed of the following cost elements:

Construction Contract (Base Bid and Alts. 1 and 2)	\$1,029,298
Furniture, Furnishings and Aquaria Equipment	230,000
Future Work (Air Balancing Allowance)	3,000
Project Contingency (Unknown Soil Conditions)	73,442
Professional Fees	63,760
Miscellaneous Expenses	<u>500</u>
Total Project Cost	<u><u>\$1,400,000</u></u>

MARINE SCIENCE INSTITUTE AT PORT ARANSAS - AUDITORIUM
 THE UNIVERSITY OF TEXAS AT AUSTIN
 BIDS RECEIVED TUESDAY, OCTOBER 27, 1981 AT 2:00 p.m., C.S.T. at the
 Marine Science Institute, Port Aransas, Texas

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt. #1 Ramp & Stairway</u>	<u>Alt. #2 Conc. Columns</u>	<u>Bid Bond</u>
McDaniel Construction Co., Inc., San Antonio, Texas	\$970,176	\$55,392	\$3,730	5%
Durden & Fulton, Incorporated; Joe R. Fulton; T. Ralph Durden, A Joint Venture, Corpus Christi, Texas	1,087,000	78,000	-1,500	5%
CJB Construction, Inc., Corpus Christi, Texas	1,097,000	91,200	No Add	5%
Casey & Glass, Inc., Corpus Christi, Texas	1,099,000	90,000	-2,000	5%
Ewing Construction Co., Inc., Corpus Christi, Texas	1,130,000	101,000	No change	5%
Toland Construction Co., Inc. Taft, Texas	1,124,000	66,000	No change	5%

4. U. T. El Paso - College of Business Administration Classroom and Office Building (Project No. 201-421): Recommended Award of Contracts for Furniture and Furnishings to (a) Business Products and Services, Inc., El Paso, Texas; (b) Rockford Business Interiors, Austin, Texas; (c) Stewart Office Supply Co., Dallas, Texas; (d) Regal Supply & Chemical, El Paso, Texas; (e) American Desk Mfg. Company, Temple, Texas; (f) E. G. Jenkins Co., Dallas, Texas; and (g) House of Carpets, Inc., El Paso, Texas (2-B&G-82).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of President Monroe and the Office of the Chancellor that the Board:

- a. Award contracts for furniture and furnishings to the following lowest responsible bidders:

Business Products and Services, Inc.
El Paso, Texas

Base Proposal "A" (Office Landscape Furn.)	\$108,350.00
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Add Alternate "A-1" (Office Landscape Furn.)	<u>13,450.00</u>
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Total Contract Award to Business Products and Services, Inc.	\$121,800.00
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Rockford Business
Interiors, Austin, Texas

Base Proposal "B" (Wood Office Furn.)	227,525.27
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Add Alternate "B-1" (Addl. Wood Office Furn.)	32,047.40
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Alternate Proposal "F-1" (Auditorium Seating)	57,827.80
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Base Proposal "G" (Adj. Typing Classroom Tables)	9,004.34
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Base Proposal "H" (Guest Chairs)	10,917.50
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Add Alternate "H-1" (Addl. Guest Chairs)	<u>1,909.50</u>
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Total Contract Award to Rockford Business Interiors	339,231.81
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Stewart Office Supply Co.,
Dallas, Texas

Base Proposal "C" (Steel Stacking Chairs)	3,014.00
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Regal Supply & Chemical, El Paso, Texas	
Base Proposal "D" (Maintenance Equipment)	13,995.60
American Desk Mfg. Company, Temple, Texas	
Base Proposal "E" (Lecture Hall Seating)	82,480.85
E. G. Jenkins Co., Dallas, Texas	
Base Proposal "I" (Window Blinds & Draperies)	7,396.09
Add Alt. "I-1" (Lined Blackout Draperies)	<u>600.73</u>
Total Contract Award to E. G. Jenkins Co.	7,996.82
House of Carpets, Inc., El Paso, Texas	
Base Proposal "J" (Carpet)	<u>36,664.00</u>
GRAND TOTAL RECOMMENDED CONTRACT AWARDS	<u><u>\$605,183.08</u></u>

- b. Appropriate \$605,183.08 from Permanent University Fund Bond Proceeds to the Furnishings and Equipment Account for the award of the contracts.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on June 1, 1979, bids were called for and were received, opened and tabulated on October 27, 1981, as shown on Pages Ex.C 14 - 31 for College of Business Administration Classroom and Office Building.

In regard to Base Proposal "D" (Maintenance Equipment), only one bid was received. A telephone canvass revealed that among the five possible bidders, only three local dealers were interested because of potential warranty service. However, two of those local dealers stated that they were too busy to respond to the bid. The bid received was less than the estimated cost of \$14,400.00. It is therefore believed that rebidding would not produce improved results.

In regard to Base Proposal "F", Alternate Proposal "F-1" was selected in lieu of Base Proposal "F", which provides for moulded plastic shell auditorium seat and backrests. Alternate "F-1" provides for a superior quality and more durable auditorium seating with upholstered seats and backrests. The auditorium will be widely used, serving both the University and the general community. The more comfortable seating is desired.

FURNITURE AND FURNISHINGS FOR COLLEGE OF BUSINESS ADMINISTRATION AND OFFICE BUILDING
 PROJECT NO. 201-421, THE UNIVERSITY OF TEXAS AT EL PASO, EL PASO, TEXAS
 Bids were Received at 2:00 p.m., Central Standard Time, Tuesday, October 27, 1981 at the
 Office of Facilities Planning and Construction, The University of Texas System, Austin, Texas

Bidder	Bid Bond	Base Proposal "A" (Ofc. Land. Furniture)	Bidder	Add Alternate "A-1" (Office Landscape Furniture)
Business Products & Services, C.C. Inc., El Paso, Texas	\$7,000.00	\$108,350.00	Business Products & Services, Inc., El Paso, Texas	\$13,450.00
Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	5%	\$129,452.64	Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	\$15,584.73
Stewart Office Supply Co., Dallas, Texas	5%	\$131,143.00	Stewart Office Supply Co., Dallas, Texas	\$16,632.00
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	5%	No Bid	Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	No Bid
American Desk Mfg. Co., Temple, Texas	5%	No Bid	American Desk Mfg. Co., Temple, Texas	No Bid
The Carpet Pile of Texas, Inc., El Paso, Texas	C.C.'s \$66.25 and \$1,800.00	No Bid	The Carpet Pile of Texas, El Paso, Texas	No Bid
The Carpet Shop, El Paso, Texas	C.C. \$2,019.40	No Bid	The Carpet Shop, El Paso, Texas	No Bid
Carpet Services of San Antonio, San Antonio, Texas	5%	No Bid	Carpet Services of San Antonio, San Antonio, Texas	No Bid

Ex.C - 14

Bidder	Bid Bond	Base Proposal "A" (Ofc. Land. Furniture)	Bidder	Add Alternate "A-1" (Office Landscape Furniture)
Central Distributing Co., San Antonio, Texas	5%	No Bid	Central Distributing Co., San Antonio, Texas	No Bid
Commercial Carpets Consultants of Texas, El Paso, Texas	5%	No Bid	Commercial Carpets Consultants of Texas, El Paso, Texas	No Bid
E. G. Jenkins Co., Dallas, Texas	C.C. \$399.84	No Bid	E. G. Jenkins Co., Dallas, Texas	No Bid
Highland Interiors Inc., Lubbock, Texas	5%	No Bid	Highland Interiors Inc., Lubbock, Texas	No Bid
House of Carpets, Inc., El Paso, Texas	5%	No Bid	House of Carpets, Inc., El Paso, Texas	No Bid
Regal Supply & Chemical, El Paso, Texas	5%	No Bid	Regal Supply & Chemical El Paso, Texas	No Bid
Rockford Business Interiors, Austin, Texas	5%	No Bid	Rockford Business Interiors, Austin, Texas	No Bid
San Antonio Floor Finishers, Inc., San Antonio, Texas	5%	No Bid	San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid
Sherrill Draperies, Inc., Irving, Texas	5%	No Bid	Sherrill Draperies, Inc., Irving, Texas	No Bid
Wittig's, Inc., San Antonio, Texas	C.C. \$151.95	No Bid	Wittig's, Inc., San Antonio, Texas	No Bid

Bidder	Base Proposal "B" (Wood Ofc. Furniture)	Bidder	Add Alternate "B-1" (Wood Ofc. Furniture)
Rockford Business Interiors, Austin, Texas	\$227,525.27	Rockford Business Interiors, Austin, Texas	\$32,047.40
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$253,902.80	Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$35,977.83
American Desk Mfg. Co., Temple, Texas	No Bid	American Desk Mfg. Co., Temple, Texas	No Bid
Business Products & Services, Inc., El Paso, Texas	No Bid	Business Products & Services, Inc., El Paso, Texas	No Bid
The Carpet Pile of Texas, Inc., El Paso, Texas	No Bid	The Carpet Pile of Texas, Inc., El Paso, Texas	No Bid
Carpet Services of San Antonio, San Antonio, Texas	No Bid	Carpet Services of San Antonio, San Antonio, Texas	No Bid
Central Distributing Co., San Antonio, Texas	No Bid	Central Distributing Co., San Antonio, Texas	No Bid
Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	No Bid	Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	No Bid
Commercial Carpets Consultants of Texas, El Paso, Texas	No Bid	Commercial Carpets Consultants of Texas, El Paso, Texas	No Bid
E. G. Jenkins Co., Dallas, Texas	No Bid	E. G. Jenkins Co., Dallas, Texas	No Bid

Bidder	Base Proposal "B" (Wood Ofc. Furniture)	Bidder	Add Alternate "B-1" (Wood Ofc. Furniture)
Highland Interiors, Inc., Lubbock, Texas	No Bid	Highland Interiors, Inc., Lubbock, Texas	No Bid
House of Carpets, Inc., El Paso, Texas	No Bid	House of Carpets, Inc., El Paso, Texas	No Bid
Regal Supply & Chemical El Paso, Texas	No Bid	Regal Supply & Chemical El Paso, Texas	No Bid
San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid	San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid
Sherrill Draperies, Inc., Irving, Texas	No Bid	Sherrill Draperies, Inc., Irving, Texas	No Bid
Stewart Office Supply Co., Dallas, Texas	No Bid	Stewart Office Supply Co., Dallas, Texas	No Bid
Wittig's, Inc., San Antonio, Texas	No Bid	Wittig's, Inc., San Antonio, Texas	No Bid
The Carpet Shop, El Paso, Texas	No Bid	The Carpet Shop, El Paso, Texas	No Bid

EX. C - 18

Bidders	Base Proposal "C" (Steel Stacking Chairs)	Bidders	Base Proposal "D" (Maintenance Equipment)
Stewart Office Supply Co., Dallas, Texas	\$3,014.00	Regal Supply & Chemical, El Paso, Texas	\$13,995.60
Wittig's, Inc., San Antonio, Texas	\$3,039.04	Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	No Bid
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	No Bid	American Desk Mfg. Co., Temple, Texas	No Bid
American Desk Mfg. Co., Temple, Texas	No Bid	Business Products & Services, Inc., El Paso, Texas	No Bid
Business Products & Services, Inc., El Paso, Texas	No Bid	The Carpet Pile of Texas, Inc., El Paso, Texas	No Bid
The Carpet Pile of Texas, Inc., El Paso, Texas	No Bid	The Carpet Shop, El Paso, Texas	No Bid
The Carpet Shop, El Paso, Texas	No Bid	Carpet Services of San Antonio San Antonio, Texas	No Bid
Carpet Services of San Antonio, San Antonio, Texas	No Bid	Central Distributing Co., San Antonio, Texas	No Bid
Central Distributing Co., San Antonio, Texas	No Bid	Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	No Bid
Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	No Bid	Commercial Carpets Consultants of Texas, El Paso, Texas	No Bid
Commercial Carpets Consultants of Texas, El Paso, Texas	No Bid	E. G. Jenkins Co., Dallas, Texas	No Bid

EX. C - 19

Bidders	Base Proposal "C" (Steel Stacking Chairs)	Bidders	Base Proposal "D" (Maintenance Equipment)
E. G. Jenkins Co., Dallas, Texas	No Bid	Highland Interiors, Inc., Lubbock, Texas	No Bid
Highland Interiors, Inc., Lubbock, Texas	No Bid	House of Carpets, Inc., El Paso, Texas	No Bid
House of Carpets, Inc., El Paso, Texas	No Bid	Rockford Business Interiors Austin, Texas	No Bid
Rockford Business Interiors, Austin, Texas	No Bid	San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid
Regal Supply & Chemical, El Paso, Texas	No Bid	Sherrill Draperies, Inc., Irving, Texas	No Bid
San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid	Stewart Office Supply Co., Dallas, Texas	No Bid
Sherrill Draperies, Inc., Irving, Texas	No Bid	Wittig's, Inc., San Antonio, Texas	No Bid

Bidders	Base Proposal "E" (Lecture Hall Seating)	Bidders	Base Proposal "F" (Auditorium Seating)
American Desk Mfg. Co., Temple, Texas	\$82,480.85	Central Distributing Co., San Antonio, Texas	\$18,897.00
Central Distributing Co., San Antonio, Texas	\$101,315.00	Rockford Business Interiors, Austin, Texas	\$30,298.50
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	No Bid	Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	No Bid
Business Products & Services, Inc., El Paso, Texas	No Bid	American Desk Mfg. Co., Temple, Texas	No Bid
The Carpet Pile of Texas, Inc., El Paso, Texas	No Bid	Business Products & Services, Inc., El Paso, Texas	No Bid
The Carpet Shop, El Paso, Texas	No Bid	The Carpet Pile of Texas, Inc., El Paso, Texas	No Bid
Carpet Services of San Antonio, San Antonio, Texas	No Bid	The Carpet Shop, El Paso, Texas	No Bid
Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	No Bid	Carpet Services of San Antonio, San Antonio, Texas	No Bid
E. G. Jenkins Co., Dallas, Texas	No Bid	Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	No Bid
Highland Interiors, Inc., Lubbock, Texas	No Bid	E. G. Jenkins Co., Dallas, Texas	No Bid
House of Carpets, Inc., El Paso, Texas	No Bid	Highland Interiors, Inc., Lubbock, Texas	No Bid
Regal Supply & Chemical, El Paso, Texas	No Bid	House of Carpets, Inc., El Paso, Texas	No Bid

Bidders	Base Proposal "E" (Lecture Hall Seating)	Bidders	Base Proposal "F" (Auditorium Seating)
Rockford Business Interiors Austin, Texas	No Bid	Regal Supply & Chemical, El Paso, Texas	No Bid
San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid	San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid
Sherrill Draperies, Inc., Irving, Texas	No Bid	Sherrill Draperies, Inc., Irving, Texas	No Bid
Stewart Office Company Dallas, Texas	No Bid	Stewart Office Company, Dallas, Texas	No Bid
Wittig's, Inc., San Antonio, Texas	No Bid	Wittig's, Inc., San Antonio, Texas	No Bid
Commercial Carpets Consultants of Texas, El Paso, Texas	No Bid	Commercial Carpets Consultants of Texas, El Paso, Texas	No Bid

Bidders	Alternate "F-1" (Auditorium Seating)	Bidders	Base Proposal "G" (Adj. Typing Tables)
Rockford Business Interiors, Austin, Texas	\$57,827.80	Rockford Business Interiors, Austin, Texas	\$9,004.34
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$64,195.00	American Desk Mfg. Co., Temple, Texas	\$10,344.14
American Desk Mfg. Co., Temple, Texas	No Bid	Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$10,595.86
Business Products & Services, Inc., El Paso, Texas	No Bid	Central Distributing Co., San Antonio, Texas	\$14,555.52
The Carpet Pile of Texas, Inc., El Paso, Texas	No Bid	The Carpet Pile of Texas, Inc., El Paso, Texas	No Bid
The Carpet Shop, El Paso, Texas	No Bid	The Carpet Shop, El Paso, Texas	No Bid
Carpet Services of San Antonio, San Antonio, Texas	No Bid	Carpet Services of San Antonio, San Antonio, Texas	No Bid
Central Distributing Co., San Antonio, Texas	No Bid	Business Products & Services, Inc., El Paso, Texas	No Bid
Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	No Bid	Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	No Bid
Commercial Carpets Consultants of Texas, El Paso, Texas	No Bid	Commercial Carpets Consultants of Texas, El Paso, Texas	No Bid
E. G. Jenkins Co., Dallas, Texas	No Bid	E. G. Jenkins Co., Dallas, Texas	No Bid

Bidders	Alternate "F-1" (Auditorium Seating)	Bidders	Base Proposal "G" (Adj. Typing Tables)
Highland Interiors, Inc., Lubbock, Texas	No Bid	Highland Interiors, Inc., Lubbock, Texas	No Bid
House of Carpets, Inc., El Paso, Texas	No Bid	House of Carpets, Inc., El Paso, Texas	No Bid
Regal Supply & Chemical El Paso, Texas	No Bid	Regal Supply & Chemical, El Paso, Texas	No Bid
San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid	San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid
Sherrill Draperies, Inc., Irving, Texas	No Bid	Sherrill Draperies, Inc., Irving, Texas	No Bid
Stewart Office Co., Dallas, Texas	No Bid	Stewart Office Co., Dallas, Texas	No Bid
Wittig's, Inc., San Antonio, Texas	No Bid	Wittig's, Inc., San Antonio, Texas	No Bid

EX. C - 24

Bidders	Base Proposal "H" (Guest Chairs)	Bidders	Add Alternate "H-1" (Addit. Guest Chairs)
Rockford Business Interiors, Austin, Texas	\$10,917.50	Rockford Business Interiors, Austin, Texas	\$1,909.50
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$12,016.00	Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$2,095.40
American Desk Mfg. Co., Temple, Texas	No Bid	American Desk Mfg. Co., Temple, Texas	No Bid
Business Products & Services, Inc., El Paso, Texas	No Bid	Business Products & Services, Inc., El Paso, Texas	No Bid
The Carpet Pile of Texas, Inc., El Paso, Texas	No Bid	The Carpet Pile of Texas, Inc., El Paso, Texas	No Bid
The Carpet Shop, El Paso, Texas	No Bid	The Carpet Shop, El Paso, Texas	No Bid
Carpet Services of San Antonio, San Antonio, Texas	No Bid	Carpet Services of San Antonio, San Antonio, Texas	No Bid
Central Distributing Co., San Antonio, Texas	No Bid	Central Distributing Co., San Antonio, Texas	No Bid
Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	No Bid	Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	No Bid
Commercial Carpets Consultants of Texas, El Paso, Texas	No Bid	Commercial Carpets Consultants of Texas, El Paso, Texas	No Bid
E. G. Jenkins Co., Dallas, Texas	No Bid	E. G. Jenkins Co., Dallas, Texas	No Bid

Bidders	Base Proposal "H" (Guest Chairs)	Bidders	Add Alternate "H-1" (Addit. Guest Chairs)
Highland Interiors Inc., Lubbock, Texas	No Bid	Highland Interiors Inc., Lubbock, Texas	No Bid
House of Carpets Inc., El Paso, Texas	No Bid	House of Carpets Inc., El Paso, Texas	No Bid
Regal Supply & Chemical, El Paso, Texas	No Bid	Regal Supply & Chemical, El Paso, Texas	No Bid
San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid	San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid
Sherrill Draperies, Inc., Irving, Texas	No Bid	Sherrill Draperies, Inc., Irving, Texas	No Bid
Stewart Office Supply Co., Dallas, Texas	No Bid	Stewart Office Supply Co., Dallas, Texas	No Bid
Wittig's, Inc., San Antonio, Texas	No Bid	Wittig's, Inc., San Antonio, Texas	No Bid

Bidders	Alternate "H-2" to Base "H" (In lieu of Base "H")	Bidders	Alternate "H-3" to Alt. "H-2" (Alternate Guest Chairs)
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$7,073.70	Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$1,276.78
Rockford Business Interiors, Inc., Austin, Texas	\$10,046.80	Rockford Business Interiors, Inc., Austin, Texas	\$1,779.92
American Desk Mfg. Co., Temple, Texas	No Bid	American Desk Mfg. Co., Temple, Texas	No Bid
Business Products & Services, Inc., El Paso, Texas	No Bid	Business Products & Services, Inc., El Paso, Texas	No Bid
The Carpet Pile of Texas, Inc., El Paso, Texas	No Bid	The Carpet Pile of Texas, Inc., El Paso, Texas	No Bid
The Carpet Shop, El Paso, Texas	No Bid	The Carpet Shop, El Paso, Texas	No Bid
Carpet Services of San Antonio, San Antonio, Texas	No Bid	Carpet Services of San Antonio, San Antonio, Texas	No Bid
Central Distributing Co., San Antonio, Texas	No Bid	Central Distributing Co., San Antonio, Texas	No Bid
Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	No Bid	Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	No Bid
Commercial Carpets Consultants of Texas, El Paso, Texas	No Bid	Commercial Carpets Consultants of Texas, El Paso, Texas	No Bid
E. G. Jenkins Co., Dallas, Texas	No Bid	E. G. Jenkins Co., Dallas, Texas	No Bid

Bidders	Alternate "H-2" to Base "H" (In lieu of Base "H")	Bidders	Alternate "H-3" to Alt. "H-2" (Alternate Guest Chairs)
Highland Interiors Inc., Lubbock, Texas	No Bid	Highland Interiors Inc., Lubbock, Texas	No Bid
House of Carpets, Inc., El Paso, Texas	No Bid	House of Carpets, Inc., El Paso, Texas	No Bid
Regal Supply & Chemical, El Paso, Texas	No Bid	Regal Supply & Chemical, El Paso, Texas	No Bid
San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid	San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid
Sherrill Draperies, Inc., Irving, Texas	No Bid	Sherrill Draperies, Inc., Irving, Texas	No Bid
Stewart Office Supply, Dallas, Texas	No Bid	Stewart Office Supply, Dallas, Texas	No Bid
Wittig's, Inc., San Antonio, Texas	No Bid	Wittig's, Inc., San Antonio, Texas	No Bid

Bidders	Base Proposal "I" (Window Blinds & Draperies)	Bidders	Add Alternate "I-1" (Addit. Lined Drapery)
E. G. Jenkins Co., Inc., Dallas, Texas	\$7,396.09	E. G. Jenkins Co., Inc., Dallas, Texas	\$ 600.73
Sherrill Draperies, Inc., Irving, Texas	\$5,035.11	Sherrill Draperies, Inc., Irving, Texas	\$3,946.39
Highland Interiors, Inc., Lubbock, Texas	\$13,146.67	Highland Interiors, Inc., Lubbock, Texas	\$5,714.00
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	No Bid	Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	No Bid
American Desk Mfg. Co., Temple, Texas	No Bid	American Desk Mfg. Co., Temple, Texas	No Bid
Business Products & Services, Inc., El Paso, Texas	No Bid	Business Products & Services, Inc., El Paso, Texas	No Bid
The Carpet Pile of Texas, Inc., El Paso, Texas	No Bid	The Carpet Pile of Texas, Inc., El Paso, Texas	No Bid
The Carpet Shop, El Paso, Texas	No Bid	The Carpet Shop, El Paso, Texas	No Bid
Carpet Services of San Antonio, San Antonio, Texas	No Bid	Carpet Services of San Antonio, San Antonio, Texas	No Bid
Central Distributing Co., San Antonio, Texas	No Bid	Central Distributing Co., San Antonio, Texas	No Bid
Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	No Bid	Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	No Bid

Bidders	Base Proposal "I" (Window Blinds & Draperies)	Bidders	Add Alternate "I-1" (Addit. Lined Drapery)
Commercial Carpets Consultants of Texas, El Paso, Texas	No Bid	Commercial Carpets Consultants of Texas, El Paso, Texas	No Bid
House of Carpets, Inc., El Paso, Texas	No Bid	House of Carpets, Inc., El Paso, Texas	No Bid
Regal Supply and Chemical, El Paso, Texas	No Bid	Regal Supply and Chemical, El Paso, Texas	No Bid
Rockford Business Interiors, Austin, Texas	No Bid	Rockford Business Interiors, Austin, Texas	No Bid
San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid	San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid
Stewart Office Supply Co., Dallas, Texas	No Bid	Stewart Office Supply Co., Dallas, Texas	No Bid
Wittig's, Inc., San Antonio, Texas	No Bid	Wittig's, Inc., San Antonio, Texas	No Bid

Bidders	Base Proposal "J" (Carpet)
House of Carpets, Inc., El Paso, Texas	\$36,664.00
The Carpet Pile of Texas, Inc., El Paso, Texas	\$37,325.00
Commercial Carpets Consultants of Texas, El Paso, Texas	\$38,134.25
San Antonio Floor Finishers, Inc., San Antonio, Texas	\$38,950.00
Carpet Services of San Antonio, San Antonio, Texas	\$39,989.00
The Carpet Shop, El Paso, Texas	\$40,388.00
Highland Interiors, Lubbock, Texas	\$46,687.00
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	No Bid
American Desk Mfg. Co., Temple, Texas	No Bid
Business Products and Services, Inc., El Paso, Texas	No Bid
Central Distributing Co., San Antonio, Texas	No Bid

Base Proposal "J"
(Carpet)

Bidders

Clegg/Austin Marshall Clegg & Assoc., Inc., Austin, Texas	No Bid
E. G. Jenkins Co., Dallas, Texas	No Bid
Regal Supply & Chemical, El Paso, Texas	No Bid
Rockford Business Interiors, Austin, Texas	No Bid
Sherrill Draperies, Inc., Irving, Texas	No Bid
Stewart Office Supply, Dallas, Texas	No Bid
Wittig's, Inc., San Antonio, Texas	No Bid

5. U. T. San Antonio - Multidisciplinary Studies Building and Addition to Arts Building (Phase II Buildings) (Project No. 401-334): Recommended Award of Contracts for Furniture and Furnishings to Paul Anderson Co., San Antonio, Texas (3-B&G-82).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of President Wagener and the Office of the Chancellor that the Board award a contract for furniture and furnishings to the following lowest responsible bidder:

Paul Anderson Co.,
San Antonio, Texas

Base Proposal "A" (General Furnishings)	<u>\$43,546.83</u>
GRAND TOTAL RECOMMENDED CONTRACT AWARD	<u><u>\$43,546.83</u></u>

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on May 30, 1980, bids were called for and were received, opened and tabulated on November 4, 1981, for furniture and furnishings for Multidisciplinary Studies and Addition to the Arts Building, as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Bond</u>
Paul Anderson Co., San Antonio, Texas	\$43,546.83	5%
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	44,309.81	5%
Rockford Business Interiors, Austin, Texas	46,100.82	5%
Wittigs, Inc., San Antonio, Texas	48,455.86	5%

The funds necessary to cover the contract award are available in the Furniture and Equipment Account.

6. U. T. Health Science Center - Dallas - Renovation of Locke Building, Phase I (Project No. 303-476): Recommended Award of Construction Contract to Dallas Contractors, Inc., Dallas, Texas (3-B&G-82).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of President Sprague and the Office of the Chancellor that the Board:

- a. Award the construction contract for Phase I Renovation of Locke Medical Building to the lowest responsible bidder, Dallas Contractors, Inc., Dallas, Texas, as follows:

Base Bid	\$278,000
Alternate No. 1 (Casework)	<u>13,596</u>
Total Recommended Contract Award	\$291,596

- b. Authorize a total project cost of \$500,000 to cover the recommended building construction contract award, movable furnishings and equipment, air balancing, fees and related project expenses for Phase I.

BACKGROUND INFORMATION

In accordance with the authorization of the U. T. Board of Regents on August 14, 1981, the Renovation of the Locke Medical Building was presented to the Coordinating Board, Texas College and University System and approved at its October 1981 meeting. Subsequently, bids were called for and were received, opened and tabulated on November 5, 1981, as shown on Page Ex.C - 34.

A contract award to Dallas Contractors, Inc. for the base bid and alternate bid number one in the amount of \$291,596 is within the total project cost of \$500,000 previously approved and appropriated.

The recommended total project cost is composed of the following cost elements:

Construction Contract (Base Bid and Alt. No. 1)	\$291,596
Furniture, Furnishings and Equipment	60,000
Future Work (Air Balancing)	10,000
Project Contingency (Unknown Conditions in Remodeling Newly Acquired Older Building)	59,426
Professional Fees and Administrative Expenses (including drawing plans of existing building which were not in existence and evaluation of total existing mechanical system)	75,478
Miscellaneous Expenses	<u>3,500</u>
Total Project Cost	\$500,000

Source of project funding is U. T. Health Science Center - Dallas Unexpended Plant Funds and Plant Funds Account No. 64301 previously appropriated for this project.

RENOVATION OF LOCKE BUILDING - PHASE I
 THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER - DALLAS
 Bids Received at 2:00 p.m., C.S.T., November 5, 1981 at
 The University of Texas Health Science Center - Dallas
 The University of Texas System

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt. #1 Casework</u>	<u>Total Bid</u>	<u>Bid Bond</u>
Dallas Contractors, Inc., Dallas, Texas Texas	\$278,000	\$13,596	\$291,596	5%
Marco & Associates, Inc., Dallas, Texas	276,900	18,000	294,900	5%
RCC Corporation dba Russell Construction Company, Arlington, Texas	287,446	13,713	301,159	5%
Ex.C - 34 Nagy Construction Company, Dallas, Texas	309,571	13,668	323,239	5%
National Construction Services, Inc., Dallas, Texas	325,777	15,050	340,827	5%
Conceptual Building Systems, Inc., Dallas, Texas	332,000	15,000	347,000	5%
Goodberry Construction Company, Dallas, Texas	332,888	14,951	347,839	5%
MDI, Inc. General Contractors, Irving, Texas	349,500	15,000	364,500	5%
Cardinal Builders, Inc., Lewisville, Texas	355,000	18,150	373,150	5%
Schwarz - Jordan, Inc., Dallas, Texas	366,279	19,250	385,529	5%
Ed L. Vance dba Advance Constr. Company, Dallas, Texas	318,282	No Bid	N/A	

7. U. T. Austin, U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas), U. T. Galveston Medical Branch (U. T. Galveston Medical School), U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio), and U. T. Cancer Center: Amendments to 1981-82 Budget (1-B-82 and 2-B-82). --

RECOMMENDATION

It is recommended by the Executive Committee, the appropriate chief administrative officers and the Office of the Chancellor that the 1981-82 Operating Budget of the components set forth below be amended as indicated:

- The University of Texas at Austin, Page Ex.C - 36
The University of Texas Health Science Center at Dallas
(U. T. Southwestern Medical School - Dallas),
Page Ex.C - 36
The University of Texas Medical Branch at Galveston
(U. T. Galveston Medical School), Page Ex.C - 37
The University of Texas Health Science Center at San
Antonio (U. T. Medical School - San Antonio),
Pages Ex.C 38-39
The University of Texas System Cancer Center,
Page Ex.C - 39

The source of funds will be from departmental appropriations unless otherwise specified.

THE UNIVERSITY OF TEXAS AT AUSTIN

1981-82 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Rate</u>	<u>Proposed Rate</u>	<u>Effective Dates</u>
	Home Economics			
	Instructor			
1.	Mary Helen Pratte	\$ 13,138	\$ 18,500	9-1-81
2.	Susan Elaine Mitchell	13,138	18,500	9-1-81
	Physics			
	Assistant Professor			
3.	James L. Erskine	26,600	34,000	9-1-81
	Accounting			
	Assistant Professor			
4.	Craig E. Reese	25,750	29,500	9-1-81
5.	John C. Anderson	27,852	31,500	9-1-81
	Source of Funds (Items 1-5):			
	Departmental Faculty Salaries			

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1981-82 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Rate</u>	<u>Proposed Rate</u>	<u>Effective Dates</u>
	<u>U. T. Southwestern Medical School - Dallas</u>			
	Obstetrics and Gynecology			
	Associate Professor of Obstetrics and Gynecology and Associate Director of the Division of Gynecological Oncology			
1.	Samuel Lifshitz (Tenure)			
	Total Compensation	\$ 77,400	\$ 89,000	9-1-81
	Source of Funds:			
	State Funds - Departmental Faculty Salaries (\$48,588)			
	Other than State - NIH Grant Fund (\$9,386)			
	- Family Planning Support Fund (\$15,000)			
	- Faculty Clinic Income (\$16,026)			

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1981-82 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Rate</u>	<u>Proposed Rate</u>	<u>Effective Dates</u>
<u>U. T. Galveston Medical School</u>				
Internal Medicine				
Assistant Professor				
1.	Marjory S. Lucci			
	Total Compensation	\$ 32,000	\$ 37,000	10-1-81
	Source of Funds:			
	State Funds - Departmental Faculty Salaries (\$35,000)			
	Other than State - MSRDP Funds (\$2,000)			
Microbiology				
Professor				
2.	Jan Cerny (Tenure)			
	Total Compensation	45,000	50,165	10-1-81
	Source of Funds:			
	State Funds - Departmental Faculty Salaries			
Neurology and Pediatrics				
Assistant Professor				
3.	David L. Coulter			
	Total Compensation	45,000	51,000	10-1-81
	Source of Funds:			
	State Funds - Departmental Faculty Salaries - Neurology (\$48,000)			
	Other than State - MSRDP Funds (\$3,000)			
Radiology and Medical Professional Services				
Assistant Professor of Clinical Radiology and Staff Physician in Medical Professional Services				
4.	Michael Davis			
	Total Compensation	60,000	70,000	10-1-81
	Source of Funds:			
	State Funds - Departmental Non-teaching Salaries - Radiology (\$40,000)			
	Other than State - MSRDP Funds (\$30,000)			
Radiology				
Assistant Professor				
5.	Bettye A. Sayle (Tenure)			
	Total Compensation	45,000	60,000	10-1-81
	Source of Funds:			
	State Funds - Departmental Faculty Salaries (\$41,400)			
	Other than State - MSRDP Funds (\$18,600)			
Surgery				
Assistant Professor				
6.	Thom E. Lobe			
	Total Compensation	58,000	63,336	10-1-81
	Source of Funds:			
	State Funds - Departmental Faculty Salaries (\$55,700)			
	Other than State - MSRDP Funds (\$7,636)			

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

1981-82 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Rate</u>	<u>Proposed Rate</u>	<u>Effective Dates</u>
<u>U. T. Medical School - San Antonio</u>				
Anesthesiology				
Assistant Professor				
1.	Paulette Bunton			
	Total Compensation	\$ 60,000	\$ 68,600	9-1-81
	Source of Funds:			
	State Funds - Departmental Faculty Salaries (\$55,700)			
	Other than State - MSRDP Funds (\$12,900)			
2.	Edward A. Wilson			
	Total Compensation	62,500	71,500	9-1-81
	Source of Funds:			
	Other than State - BCHD Contract Funds (\$50,000)			
	- MSRDP Funds (\$21,500)			
Instructor				
3.	Arthur S. Hernandez			
	Total Compensation	39,400	45,000	9-1-81
4.	Timothy H. Lloyd			
	Total Compensation	39,400	45,000	9-1-81
5.	Gerald V. O'Gorman, Jr.			
	Total Compensation	39,400	45,000	9-1-81
	Source of Funds (Items 3-5):			
	State Funds - Departmental Faculty Salaries			
Pediatrics				
Assistant Professor				
6.	Victor F. German			
	Total Compensation	42,200	46,000	9-1-81
	Source of Funds:			
	State Funds - Departmental Faculty Salaries (\$16,075)			
	Other than State - DHHS Grant Funds (\$29,925)			
Psychiatry				
Assistant Professor				
7.	Harold E. Alexander, Jr.			
	Total Compensation	40,000	43,600	9-1-81
	Source of Funds:			
	State Funds - Departmental Faculty Salaries			
Radiology				
Assistant Professor				
8.	James G. Bova			
	Total Compensation	73,000	83,400	9-1-81
	Source of Funds:			
	State Funds - Departmental Faculty Salaries (\$55,700)			
	Other than State - V.A. Medical Specialist Services (\$27,700)			

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
(Continued)

1981-82 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
<u>U. T. Medical School - San Antonio (Cont'd)</u>				
<u>Radiology (Continued)</u>				
9.	Assistant Professor Ashwani Kapila			
	Total Compensation	\$ 73,000	\$ 79,700	9-1-81
	Source of Funds:			
	State Funds - Departmental Faculty Salaries (\$27,500)			
	Other than State - MSRDP Funds (\$16,706)			
	- V.A. Medical Center (\$35,494)			
10.	Instructor Ernesto Blanco			
	Total Compensation	45,800	50,000	9-1-81
	Source of Funds:			
	State Funds - Departmental Faculty Salaries (\$46,900)			
	Other than State - V.A. Medical Specialist Services (\$3,100)			
11.	Steve R. Dodson			
	Total Compensation	45,800	50,000	9-1-81
	Source of Funds:			
	State Funds - Departmental Faculty Salaries (\$46,900)			
	Other than State - V.A. Medical Specialist Services (\$3,100)			

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

1981-82 BUDGET

Item No.	Explanation	Source of Funds	Application of Funds	Effective Dates
1.	Plant Funds Projects Transfer of Funds	From: General Funds Unappropriated Balance (via Estimated Income)	To: Unexpended Plant Funds - Energy Conserva- tion (50% Match- ing Department of Energy Grant)	
	Amount of Transfer	\$371,260	\$371,260	10-1-81

**Finance and
Audit Committee**

FINANCE AND AUDIT COMMITTEE
Committee Chairman Rhodes

Committee Meeting

Date: December 10, 1981

Time: 10:30 a.m.

Place: Room 461, Classroom Building, U. T. Permian Basin

Report and Recommendations to the Board of Regents

Date: December 11, 1981

Time: Following Report of the Executive Committee

Place: Conference Area, Fourth Floor - West End
Classroom Building, U. T. Permian Basin

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1. U. T. System: Docket No. 1 of the Office of the Chancellor.--

RECOMMENDATION

It is recommended that Docket No. 1 of the Office of the Chancellor be approved.

It is requested that the Committee confirm that authority to execute contracts, documents, or instruments approved therein has been delegated to the officer or official executing same.

2. U. T. Board of Regents: Proposed Amendments to the Regents' Rules and Regulations, Part One, Chapter II, Sections 2 and 3.--

RECOMMENDATION

The Office of the Chancellor recommends the following amendments to Chapter II of Part One of the Regents' Rules and Regulations:

1. Amend Subsections 2.3, 2.4, 2.5 and Subdivision 2.63 of Subsection 2.6 of Section 2 to read as follows:

"2.3 The Chancellor also is the chief operating officer of the System Administration, and directly reports to and is responsible to the Board. The following executive officers of the System Administration (as these officers are presently titled and their functions presently organized) directly report to and are responsible to the Chancellor: [~~the Vice Chancellor for Administration;~~] the Vice Chancellor for Business Affairs; the Vice Chancellor for Lands Management; and the Vice Chancellor and General Counsel. The following principal administrative officers of the System Administration (as these officers are presently titled and their functions presently organized) directly report to and are responsible to the Chancellor: the [~~Executive~~] Director for Development; the Assistant Chancellor for Federal and State Relations [~~Planning~~]; the Assistant to the Chancellor; and the Executive Assistant to the Chancellor."

"2.4 The Executive Vice Chancellor for Academic Affairs is the chief operating officer of the System for Academic Affairs and, in consultation with the Chancellor, directly reports to and is responsible to the Board for the conduct of the academic affairs of the System. The chief administrative officers of the general academic institutions in the System and the chief administrative officer of the U.T. Institute of Texan Cultures at San Antonio, acting in a line capacity for the operation of their institutions, report to and are responsible to the Executive Vice Chancellor for Academic Affairs. [~~The Vice Chancellor for Academic Affairs, as that officer is presently titled, directly reports and is responsible to the Executive Vice Chancellor for Academic Affairs.~~]"

"2.5 The Executive Vice Chancellor for Health Affairs is the chief operating officer of the System for health-related education and health services in the System and, in consultation with the Chancellor, directly reports to and is responsible to the Board for the conduct of health-related education and the delivery of health services in the System. The chief administrative officer of each health-related institution in the System, acting in a line capacity for the operation of such officer's institution, reports to and is responsible to

the Executive Vice Chancellor for Health Affairs. The Executive [Special] Assistant to the Executive Vice Chancellor for Health Affairs directly reports and is responsible to the Executive Vice Chancellor for Health Affairs."

"2.63 The Director of the Institute of Higher Education Management directly reports to and is responsible to the Executive Vice Chancellor for Academic Affairs."

2. Add a new Subsection 3.2 to Section 3 to read as follows:

"3.2 Executive Director for Administration.

The Executive Director for Administration is the chief staff assistant in the Office of the Chancellor and as assigned or requested assists the Chancellor and the Executive Vice Chancellors in administration of the Office of the Chancellor. The holder of this position serves simultaneously as Executive Assistant to the Chancellor. Specific duties include the following:

3.21 Facilitating routine communication and coordinating paper flow between the Chancellor and the Executive Vice Chancellors.

3.22 Providing day-to-day liaison for the Office of the Chancellor with the Office of the Board of Regents.

3.23 Coordinating the submission of agenda items from the Office of the Chancellor for consideration by the Board or by the Standing Committees of the Board.

3.24 Coordinating the internal administrative procedures of the Office of the Chancellor.

3.25 Providing staff support when requested by the Executive Vice Chancellors in their review of the management of component institutions.

3.26 Assisting the Chancellor as directed on specific projects in connection with the Chancellor's responsibility for supervising the various consolidated functions and operations that comprise The University of Texas System Administration.

3.27 Coordinating the preparation of the agenda for the meetings of the System Council at the direction of the Chancellor and the Executive Vice Chancellors.

3.28 Advising and consulting with the Chancellor, the Executive Vice Chancellors and Chief Administrative Officers or Chief Student Affairs Officers of U.T. component institutions on organization and management of student services and programs.

3.29 Performing such other duties and responsibilities as may be directed by the Chancellor and the Executive Vice Chancellors."

3. Renumber present Subsection 3.2 of Section 3 as Subsection 3.3 of Section 3 and amend to read as follows:

"3.3[2] The Assistant to the Chancellor and the Executive Assistant to the Chancellor are the Chancellor's principal staff members in the Office of the Chancellor. [~~During the period of reorganization, these officers shall continue to function in the Office of the Chancellor as follows~~]:

3.3[2]1 Assistant to the Chancellor.

The Assistant to the Chancellor is an administrative officer of the System Administration. Subject to

delegation by the Chancellor, the duties of the position include:

- 3.3[2]11 Providing assistance to the Office of the Chancellor and the Executive Director for Administration [~~Assistant-to-the-Chancellor~~] in the coordination of materials submitted to the Board of Regents and its standing committees.
 - 3.3[2]12 Coordinating, at the direction of the Chancellor, correspondence and requests from the component institutions.
 - 3.3[2]13 Evaluating and coordinating the internal administrative procedures and supporting staff of the Chancellor's Office [~~of-the-Chancellor~~].
 - 3.3[2]14 Supervising the official files of the Office of the Chancellor relating to official documents and correspondence.
 - 3.3[2]15 Submitting recommendations for training programs for support staff of the Office of the Chancellor.
 - 3.3[2]16 Performing such other duties and responsibilities as may be directed by the Chancellor.
- 3.3[2]2 Executive Assistant to the Chancellor.
The Executive Assistant to the Chancellor is an administrative officer of the System Administration and is the principal assistant to the Chancellor in the administration of [~~the-responsibilities-of-the-Office-of~~] the Chancellor's duties and responsibilities. The holder of this position serves simultaneously as Executive Director for Administration in the Office of the Chancellor. [In-this-regard,-the--duties-of-the position-include:
- 3.221--~~Coordinating-all-matters-between-the-Office-of the-Chancellor-and-the-Office-of-the-Board.~~
 - 3.222--~~Evaluating-and-coordinating-the-internal administrative-procedures-and-supporting-staff of-the-Office-of-the-Chancellor.~~
 - 3.223--~~Advising-the-Office-of-the-Chancellor-on policies,-purposes,-and-long-range-planning-for the-System.~~
 - 3.224--~~Assisting-the-Office-of-the-Chancellor-in reviewing-the-management-of-component institutions.~~
 - 3.225--~~Managing-such-other-duties-and-responsibilities as-may-be-directed-by-the-Chancellor.]"~~

4. Renumber present Subdivision 3.31 of Subsection 3.3 of Section 3 as Subsection 3.4 of Section 3 and amend to read as follows:

"3.4[3]---~~During-the-period-of-reorganization,-the-Executive-Director for-Development-and-the-Assistant-Chancellor-for-Planning shall-continue-to-function-as-follows:~~

3.31--~~Executive~~] Director for Development.

Subject to delegation by the Chancellor, the major duties of the [~~Executive~~] Director for Development include:

- 3.4[3]1[1] Acting under the authority delegated by the Chancellor for private fund development for the System.
- 3.4[3]1[2] Coordinating policies and activities involving internal foundations and University-related external foundations.
- 3.4[3]1[3] Coordinating and cooperating with the chief administrative officers of the component institutions in development programs.

- 3.4[31]4 Coordinating efforts of component institution officials to create a favorable climate for philanthropic support among various constituencies, including alumni, foundations, business and industry, associations, parents of students, friends and benefactors.
- 3.4[31]5 Advising component institution administrative officials, deans, and directors on projects involving private gift support, suggesting possible granting agencies or benefactors, and assisting when needed in the preparation of grant proposals and their presentation.
- 3.4[31]6 Administering procedures for the preparation of gift records, gift processing, gift acknowledgments, and gift docket for the Board.
- 3.47 Supervising and coordinating the activities and functions of the Office of Public Information.

5. Renumber present Subdivision 3.32 of Subsection 3.3 of Section 3 as Subsection 3.5 of Section 3 and amend to read as follows:

3.5.[32] Assistant Chancellor for Federal and State Relations [Planning].

The Assistant Chancellor for Federal and State Relations is responsible to the Chancellor for the representation of the System in the area of governmental affairs. Subject to delegation by the Chancellor, the major duties [of-the-Assistant-Chancellor-for-Planning] include:

- 3.5[32]1 Representing the system in its relations with federal, state, and local legislative bodies and agencies.
- 3.5[32]2 Making recommendations to [Advising] the Chancellor in the area of public policy as it affects the relationship of the System [on relations] with the federal, state, and local governments [legislative-bodies-and-agencies].
- 3.5[32]3 Informing appropriate administrative officers of current operations and long-range developments on the federal and state level, which may affect the System.
- 3.5[32]4 Maintaining and distributing information to, and advising appropriate System Administration and component institution officials, [on-state programs] in order to assure proper action by the System with respect [on-applications-and-communications] to federal, [and] state, and local governmental programs and activities [agencies-and-offices].
- 3.5[32]5 Defining the job responsibilities, the assignment of duties, and supervising staff members employed in or assigned to work in the governmental affairs area. [Assisting-the-Vice-Chancellor-for-Administration-in-monitoring-federal-activities-of-significance-to-the-System.]
- 3.5[32]6 Performing such other duties and responsibilities for the efficient operation of the System as shall be assigned by the Chancellor."

6. Delete present Subsection 3.4 of Section 3 relating to the duties of the Vice Chancellor for Academic Affairs (under the reorganization this position no longer exists).

7. Renumber Subsection 3.5 of Section 3 as Subsection 3.6 of Section 3 and amend the lead-in paragraph to read as follows:
- "3.6[5] Director of the Institute of Higher Education Management. Subject to delegation by the Executive Vice Chancellor for Academic Affairs, the Director of the Institute of Higher Education Management is responsible for directing the programs and training activities of said Institute for the purpose of helping university administrators improve their effectiveness. Specifically, his duties include:"
8. Delete present Subsection 3.6 of Section 3 relating to the position of Vice Chancellor for Administration (under the reorganization this position no longer exists).
9. Amend the lead-in paragraph to Subsection 3.8 of Section 3 to read as follows:
- "3.8 Executive [Special] Assistant to the Executive Vice Chancellor for Health Affairs. ~~[During-the-period-of-reorganization-and]~~ Subject [subject] to delegation by the Executive Vice Chancellor for Health Affairs, the Executive [Special] Assistant to the Executive Vice Chancellor for Health Affairs has the general assignment of assisting in the effective coordination of those component institutions concerned primarily with health sciences. His duties may include:"
10. Amend Subdivisions 3.(11)2 and 3.(11)3 of Subsection 3.(11) of Section 3 to read as follows:
- "3.(11)2 The Council of Academic Institutions. The Council of Academic Institutions is composed of the Executive Vice Chancellor for Academic Affairs, ~~[the Vice-Chancellor-for-Academic-Affairs,~~ the chief administrative officers of the general academic institutions of the System, and the chief administrative officer of the U.T. Institute of Texan Cultures. The Chancellor serves as an ex officio member of this Council. The Executive Vice Chancellor for Academic Affairs shall serve as the Council's permanent chairman and shall conduct regular meetings to review common problems of planning, development, and operation of the several institutions represented. ~~[The-Vice-Chancellor-for-Academic-Affairs-shall-be-the permanent-vice-chairman.]~~"
- "3.(11)3 The Council of Health Institutions. The Council of Health Institutions is composed of the Executive Vice Chancellor for Health Affairs, the Executive [Special] Assistant to the Executive Vice Chancellor for Health Affairs, and the chief administrative officers of the component institutions of the System concerned directly with health affairs. The Chancellor serves as an ex officio member of this Council. The Executive Vice Chancellor for Health Affairs acts as the Council's permanent chairman and shall conduct regular meetings to review common problems of planning, development, and operation of the several institutions represented. The Executive [Special] Assistant to the Executive Vice Chancellor for Health Affairs shall be the permanent vice-chairman."

BACKGROUND INFORMATION

The amendments to the Regents' Rules and Regulations proposed above are the first in a series to emanate from the Office of the Chancellor in furtherance of the plan of reorganization adopted by the Board of Regents at its meetings of August 14, 1981 and October 9, 1981. The major features of the proposed amendments are:

- (1) the deletion of the positions of Vice Chancellor for Academic Affairs and Vice Chancellor for Administration;
- (2) the redistribution of the duties of the deleted position of Vice Chancellor for Administration; and
- (3) the formalization of a coordinative position in the Office of the Chancellor to be entitled Executive Director for Administration.

3. U. T. Board of Regents: Proposed Amendments to the Regents' Rules and Regulations, Part One, Chapter III, Section 15, Subsection 15.1 and Section 19, Subsection 19.1.--

RECOMMENDATION

The Office of the Chancellor recommends the following amendments to Chapter III of Part One of the Regents' Rules and Regulations:

1. Amend Subsection 15.1 of Section 15 to read as follows:

"15.1 Vacations for faculty on twelve-month appointments, classified personnel and ~~[other]~~ nonteaching personnel shall be as provided by state law ~~[the Legislature in the then-current appropriation bill]~~ and ~~[as]~~ approved by the Board ~~[, except that vacation accumulated by faculty on nine-month appointments shall be counted as having been taken during periods when classes are not in session within the appointment period]~~. Vacations for hourly and part-time employees shall be on a percentage basis for the time appointed. (See the Classified Personnel rules in the institutional Handbook of Operating Procedures.)"

2. Amend Subsection 19.1 of Section 19 to read as follows:

"19.1 Sick leave for all employees, including faculty, nonteaching personnel, and classified personnel, shall be as provided by state law ~~[governed by the General Appropriations Act or other applicable Statutes]~~."

BACKGROUND

These amendments are designed to incorporate amendments to employee vacation and sick leave laws enacted by the 67th Legislature and to preclude the necessity of future amendments to the Regents' Rules and Regulations that merely repeat what is covered by state law.

4. U. T. Board of Regents: Proposed Amendments to the Regents' Rules and Regulations, Part Two, Chapter VI (Staff Benefits).

RECOMMENDATION

The Office of the Chancellor recommends the following amendments to Chapter VI of Part Two of the Regents' Rules and Regulations:

Sec. 1. Teacher Retirement System.

~~1.1~~ Effective--September-1,-1977,-there-is-only-one-class-of membership-in-the-Teacher-Retirement-System.--The-single class-of-membership-includes-those-previously-defined-as "teacher"-and-"auxiliary"-members.

1.2] Pursuant to Title 110B, Subtitle D, Chapters 31-35, Vernon's Texas Civil Statutes (to be included in the Texas Government Code), a person, unless eligible to participate and participating in the Optional Retirement Program (Section 2 below), employed by the System at least one-half time for a cumulative ~~[Effective-September-1,-1974,-any-employee-of-the System-employed-at-least-one-half-time,-whether-paid-on-a monthly-or-hourly-basis,-and-provided-his-employment-will continue-for-a]~~ period of four and one-half ~~[(4-1/2)]~~ months ~~[cumulative]~~ within one ~~[(1)]~~ fiscal year must ~~[;is-eligible for-and-required-by-law-to]~~ participate in the Teacher Retirement System of Texas ~~[;which-became-effective-for teacher-members-September-1,-1937,-and-for-auxiliary members-September-1,-1949,-except:~~

1.21--persons-eligible-at-these-times-who-executed-waivers within-the-period-allowed-by-law-and-have-not-revoked such-waiver-if-later-permitted;

1.22--members-of-the-Employees-Retirement-System,-about-which information-is-given-later;-and

1.23--participants-under-the-Optional-Retirement-Program about-which-information-is-given-later.

1.24--a-person-who-may-be-for-the-first-time-employed-at-60 years-of-age-or-older.

1.25--a-person-who-is-solely-employed-by-a-public-institution of-higher-education-which-requires-as-a-condition-of employment-that-the-person-be-enrolled-as-a-student-in that-institution.

1.3--An-employee-may-purchase-withdrawn-service-credit-for any-year-in-which-he-was-employed-for-four-and-one-half (4-1/2)-cumulative-months-by-rendering-service-for two-(2)-subsequent-consecutive-creditable-years-or-a period-of-continuous-service-equal-to-the-length of-absence-and-depositing-an-amount-equal-to-the deposits-and-dues-he-would-have-paid-for-each-year-of prior-service-credit,-plus-a-reinstatement-fee-of-five percent-(5%)-per-annum-up-to-redeposit-or reinstatement,-or-both.

1.4--Annual-membership-dues-in-the-Teacher-Retirement-System are-\$5,-which-amount-is-deducted-from-the-first-salary payment-in-a-fiscal-year.--Members-contribute-6.65 percent-of-their-salary-up-to-and-including-\$25,000-per year,-with-the-maximum-contribution-of-\$1,662.50-per year-which-amount-is-deducted-from-the-monthly-salary payment.--The-contributions-are-sent-monthly-by-the business-offices-to-the-Teacher-Retirement-System. Each-year-members-receive-a-statement-from-the-Teacher Retirement-System,-through-the-business-offices,-of

their total contributions, plus accumulated interest through August 31 of the preceding year. The State contributes 7.5 percent of each member's salary, up to and including \$25,000 per year, with the maximum contribution of \$1,875 per year.

1.5---The annuity payable at retirement is based on the salary earned by the member. Annuity payments are based upon the average salary earned in the five highest years of creditable service, not to exceed \$25,000 of salary for any one year beginning September 1, 1969. Years of service for the period September 1, 1957, through August 31, 1969, have a maximum limit of \$8,400.

1.6---When a member leaves the employment that requires membership in the Teacher Retirement System, he or she may withdraw the amount of their contribution, plus accumulated interest, upon application, or he or she may leave the funds at interest for not more than five out of six consecutive years during which period he or she pays the annual membership dues. The performance of a period of active military duty by a member shall not be construed as absence from service, nor shall absence from service terminate membership if the member does not withdraw their accumulated contributions and has ten (10) or more years of creditable service, regardless of age, at or before the time he or she ceases employment that requires membership in the Teacher Retirement System.

1.7---If a member dies before retirement, his or her beneficiary, depending upon the relationship to the member, will be entitled to death benefit payments or survivor benefit payment, whichever renders the greater advantage to the beneficiary. If there is no beneficiary with an insurable interest, payment will be limited to the accumulated contributions plus interest standing to the account of the member with the Teacher Retirement System.

1.8---Eligibility for retirement benefits is as follows:

1.81---With ten years creditable service upon reaching age 65, member is entitled to retire with full benefits based on service rendered and salary earned. Members are entitled to minimum benefits of \$75 per month.

1.82---With ten years creditable service upon reaching age 55, member is entitled to retire at reduced actuarial equivalent of benefit payable at age 65.

1.83---With twenty years creditable service upon reaching age 60, member is entitled to retire with full benefits based on service rendered and salary earned. Members are entitled to minimum benefits of \$130 per month.

1.84---With twenty years creditable service upon reaching age 55 or with thirty years creditable service at any age, member is entitled to retire with a percentage of the standard annuity designated by Teacher Retirement System tables.

- 1.9---Creditable service consists of prior service, former membership service, and current membership service.--"Prior service" means service by such person as a teacher or auxiliary employee prior to (A) September 1, 1937, as relates to any person who became a member or who at any time on or before August 31, 1949, was eligible for membership in the Teacher Retirement System, or (B) September 1, 1949, as relates to any person who for the first time became eligible for membership in the Teacher Retirement System on or after September 1, 1949.
- 1.(10) Information pertaining to options under which retirement benefits may be drawn and to reciprocal service between the Teacher and Employees Retirement systems, as well as other information, may be secured from the component institution business or personnel office, the System Personnel Office, or the Teacher Retirement System in Austin.
- 1.(11) Few employees of The University of Texas System are members of the Employees Retirement System because they are no longer eligible for initial membership in this system.--Only those who were eligible between September 1, 1947, and August 31, 1949, and who did not waive membership as of September 1, 1947, are now members.--Beginning September 1, 1949, new employees who would previously have been eligible for this plan became eligible for membership in the Teacher Retirement System.--Contributions, membership fees, and benefits shall be in accordance with Article 6228a, V.T.C.S.]

Sec. 2. Optional Retirement Program.

- [2.1---Pursuant to Chapter 729, Acts of the 60th Legislature, Regular Session, 1967 (Article 2922-1i, Vernon's Texas Civil Statutes), as amended, the Board has authorized:
- 2.11--The establishment of an Optional Retirement Program in lieu of active membership in Teacher Retirement System of Texas to become effective September 1, 1968.
- 2.12--Any insurance or annuity company qualified and admitted to do business in this State to offer an Optional Retirement Plan to eligible employees of the System.
- 2.13--The ceiling on both the employee's contribution and the State's matching contribution to the Optional Retirement Plan to be the same as is in effect for contributions to the Teacher Retirement System.
- 2.14--Compliance with the terms and provisions of the Act, and further compliance with prescribed rules and regulations of the State Board of Insurance and the System.]

2.1[2] Pursuant to Section 36.101 et seq., Title 110B, Vernon's Texas Civil Statutes (to be included in the Texas Government Code), [Eligibility--] t[he following [types of] employees are eligible to participate in the Optional Retirement Program (O.R.P.):

- 2.1[2]1 [A+] F[ull-time faculty members appointed at least four and one-half [4-1/2] months.
- 2.1[2]2 [A+] F[ull-time administrative, research or professional personnel appointed for at least four and one-half [4-1/2] months, unless included [excluding any person employed in a position which is] in the classified personnel pay plan of a component institution [of the University].
- [2.23--A full-time person who enters the program and later reduces to part-time status will remain eligible for the program.

2.24--Any-employee-who-becomes-ineligible-for-the-Optional Retirement-Program,-but-is-nevertheless-eligible-for Teacher-Retirement,-must-rejoin-Teacher-Retirement [A.G. Op. No. M-647-(1970)].

2.3---Effective-Date-of-Participation

2.31--Eligible-employees-in-the-System-employed-as-of September-1,-1968,-shall-elect-to-participate-in-the Optional-Retirement-Program-no-later-than-the-first-day of-August-1969.--An-eligible-employee-not-exercising the-option-to-participate-in-the-Optional-Retirement Program-by-August-1,-1969,-is-deemed-to-have-chosen-to continue-membership-in-the-Teacher-Retirement-System.

2.32--Eligible-employees-of-the-System-employed-September-2, 1968,-or-later,-shall-within-ninety-days-following-date of-employment,-elect-to-participate-or-not-to participate-in-the-Optional-Retirement-Plan.--A-person is-automatically-considered-a-member-of-the-Teacher Retirement-System-Program-unless-he-elects-to participate-in-the-Optional-Retirement-Program-during-the first-ninety-days-of-employment.

2.4---Contributions-to-Retirement-Plan-shall-be-as-follows:

2.41---The-Optional-Retirement-Act-authorizes-a-salary ceiling-for-contributions-equivalent-to-the-Teacher Retirement-System.--This-ceiling,-effective-September 1,-1977,-is-6.65-percent-of-the-salary-ceiling-of \$25,000-per-year-for-employee-contributions.--This ceiling,-effective-September-1,-1977,-is-7.5-percent of-the-salary-ceiling-of-\$25,000-for-employer contributions.

2.2[5] In accordance with conditions approved by the U.T. Board of Regents, the Office of the Vice Chancellor for Business Affairs will approve the companies authorized to provide [offer-to-eligible-employees-an-Optional-Retirement-Program in-accordance-with-the-Conditions-and-Procedures-to-be-Met-by Insurance-Carrier-to-be-Authorized-to-Write] a[A]nnuity c[C]ontracts, custodial accounts or investment contracts u[U]nder the O.R.P. [Optional-Retirement-Program-for-The University-of-Texas-System]. [The-Conditions-and-Procedures will-be-issued-by-the-Director,-System-Personnel-Office,-with the-concurrence-of-the-Office-of-General-Counsel-in accordance-with-Sections-51.351-through-51.358,-Texas Education-Code,-Attorney-General's-Opinions,-Internal-Revenue Service-Rulings,-and-other-applicable-federal-and-State-laws and-agency-regulations.

2.6---The-eligible-member-electing-to-participate-in-the-Optional Retirement-Plan-shall-elect-the-company-he-chooses-if-that company-has-been-approved-by-the-System.

2.3[7---There--can-only-be] One change of O.R.P. [in-Optional Retirement-Program-carriers] companies is allowed per year. [,-and-such] The change may be made only on the first day of a[ny] month.

[2.8-----Application-blanks-of-authorized-insurance-carriers-will-not be-furnished-by-the-component-institutions-because-of-the possible-large-number-of-insurance-carriers-that-may-be authorized-under-the-program.--It-is-the-responsibility-of each-individual-interested-in-participating-in-the-Optional Retirement-Program-to-contact-the-authorized-insurance carrier-of-his-choice-for-an-application-blank.

2.9----Optional Retirement programs provide for vesting of benefit rights after one year of participation in the program by the employee. Vesting is to be effective on the first day of employment after one year's participation in the program under the System. Participation may be with more than one approved carrier [A.G. Op. M-420 (1969)].

Sec. 3. Tax Sheltered [Deferred] Annuities.

3.1 Pursuant to Article 6228a-5, Vernon's Texas Civil Statutes, an employee [Under a plan approved by the Board, employees of the System] may purchase [403(b)] Tax Sheltered Annuities (T.S.A.) through an approved [from Texas licensed insurance] company[ies].

[3.2--An employee desiring to participate in this program may enter into an agreement with his component institution and designate a portion of his monthly gross compensation to be used by the component institution to purchase an annuity for the employee from the company selected by the employee. There can be only one change of Tax Sheltered Annuity Program carriers per year, and such change may be made on the first day of any month.]

3.3---The chief business officer, or his delegate, of each component institution in the System is authorized to sign applications for annuities with the company requested by the employee. The payroll deduction method will be employed for the annuity payments and the amounts contracted for by the employees will be forwarded to each insurance company after the payroll deductions therefor.]

3.2[4] In accordance with conditions approved by the U.T. Board of Regents, t[he] Office of the Vice Chancellor for Business Affairs will approve [the] companies authorized to offer [to eligible employees a Tax Sheltered Annuity Program in accordance with the Conditions and Procedures to be Met by Insurance Carrier to be Authorized to Write Tax Sheltered] a[A]nnuities under the T.S.A. Program [for The University of Texas System]. [The Conditions and Procedures will be issued by the Office of the Vice Chancellor for Business Affairs with the concurrence of the Office of General Counsel in accordance with Article 6228a-5, Vernon's Texas Civil Statutes, Attorney General's Opinions, Internal Revenue Service Rulings, other applicable federal and State laws, and agency regulations.]

Sec. 4. Group Hospitalization and Medical Benefit Plan.

4.1 A person employed at least one-half time may elect optional [System-wide contract is in effect to provide] group hospitalization and medical insurance coverage under a System-wide contract [on an optional basis for employees of all component institutions of the System subject to] approved[at] by the Office of the Chancellor and the U.T. Board of Regents.

[4.2--Any employee employed at least one-half time or more is eligible for coverage. An insured employee's spouse and unmarried children between the ages of 19 and 25 may also be covered.]

- 4.2[3] Employees who do not [may] enroll within 60 days of eligibility [after they become eligible for coverage. Employees who do not enroll within 60 days] may [then] do so only in [during] the annual enrollment period during the month of September.
- 4.3[4] The anniversary date of the contract is September 1 of each year. [The annual enrollment period will fall during the month of September.]
- 4.4[5] An employee enrolled for group hospitalization and medical coverage is automatically enrolled for group dental coverage. (Section 5 below.) [The contract offers three benefit schedules that provide each employee with options to determine the most suitable plan consistent with his income. The premium rates for coverage depend on the plan selected by the employee and the number of persons in the family to be covered.]
- 4.6 --- Under the In-Patient and Out-of-Hospital portions of the contract, specified percentages of costs are provided for under the three plans.
- 4.7 --- An insurance continuation provision is available for employees who leave the employment of the System or who retire.]

Sec. 5. Group Dental Insurance.

- 5.1 An employee covered by group hospitalization and medical insurance is also covered by group dental insurance under a System-wide contract approved by the Office of the Chancellor and the U.T. Board of Regents.
- 5.2 Dependents' dental coverage is available but may be discontinued only if dependents' group hospitalization and medical coverage is discontinued.
- 5.3 Reinstatement of discontinued dependents' dental coverage shall require a wait of 18 months from date of re-application.

Sec. 6[5]. Group Term Life Insurance.

- 6[5].1 A person [The System carries a master group term life insurance policy, applicable to all component institutions, with the Aetna Life Insurance Company for a "One-Year Term Plan." Premiums are payable monthly by payroll deduction and increase with each year of age. The program is optional and is available to any employee] employed at least one-half time is eligible to purchase group term life insurance and dependents' group term life insurance under a System-wide "one Year Term" plan approved by the Office of the Chancellor and the U.T. Board of Regents [or more; new employees are notified of their eligibility by the personnel office at the time of employment].
- 6[5].2 The amount of insurance available [is based on a schedule that] may not exceed four [two] times annual earnings, [with a maximum of \$100,000 or 200% of annual compensation, whichever is the lesser amount. The amount of insurance for any employee who does not elect to change to the new schedule will continue to conform to the insurance table in effect prior to September 1, 1975. Annual earnings for academic

personnel shall be the nine-month or twelve-month academic rate as applicable. Annual earnings for non-teaching personnel shall be the twelve-month rate. When an employee classification changes, due to increase or decrease in earnings, including Modified Service, the amount of insurance will be adjusted on the annual renewal date (January 1) following the date of the change provided the employee is available for work.

5.3---No medical examination is required if application is made for insurance within 60 days from date of employment. After the 60-day period, an "Evidence of Insurability" form, prepared by the company and available through the personnel office, is required. No medical examination is required if this form is accepted by the company after review, but, if it is not accepted, the applicant must have a medical examination at his expense.

5.4---Beneficiaries are designated by the policyholders on the application forms and may be changed during the life of the policy upon application to the business office or personnel office. Each policyholder receives a certificate issued by the company and transmitted through the business office or personnel office.

5.5---A policyholder who is less than 60 years of age and who becomes permanently and totally disabled may receive benefits not to exceed 50% of the maximum amount in the two times earnings schedule of benefits. Insurance coverage in excess of the aforementioned amount may be retained for estate purposes with automatic premium waiver. There are no disability benefits after age 60.

5.6---Benefits at death are payable according to one of several options. Upon notification of the death of a policyholder, the personnel office assists in the preparation of the required records to be sent to the company.

5.7---Participation in the Group Life Insurance Program automatically terminates when employment terminates unless (1) the policyholder retires under the provisions of the Teacher Retirement System, the Optional Retirement Program, or the Employees Retirement System with at least 10 years of coverage under the insurance; (2) the policyholder has attained 62 years of age with at least 10 years of coverage under the insurance; or (3) the policyholder converts the group policy into one for regular individual life insurance. When an employee retires, the amount of insurance will be reduced to \$5,000 or the amount in force immediately prior to retirement, whichever is less, provided the employee has been insured continuously during the 10 years prior to retirement.

5.8---The life insurance will cease at the end of the last policy month for which a contribution was made except that if death should occur within thirty-one days thereafter, the death benefits will be payable. Within this thirty-one day period, by making application and paying the first premium to the Aetna Life Insurance Company, one may convert his Group Life Insurance to an individual life insurance policy on any regular Whole Life or Endowment Plan. This individual policy will be issued without medical examination at the insurance company's regular rates.]

Sec. 7[6]. Supplemental Cash Value Paid-Up at Age 65 Life Insurance Plan.

[6.1] A person employed at least one-half time is eligible to purchase [Supplemental] Group Cash Value Paid-Up at Age 65 Life Insurance under [was-made-available-to-employees-of-the-System-by] a [rider-to-the-group-term-life-insurance master] policy approved by the Office of the Chancellor and the U.T. Board of Regents [with-the-Aetna-Life-Insurance Company]. [Premiums-remain-level-and-are-based-on-the-age-of-the-insured-at-the-time-he-enrolls-or,-if-he-increases coverage,-his-age-at-the-time-he-changes-the-amount-of insurance.-The-program-is-optional,-and-is-available-to-any employee-insured-under-the-maximum-(two-times-annual earnings)-group-term-life-insurance-who-has-not-attained-age 65.-In-order-to-be-eligible-for-group-term-life-insurance, an-individual-must-be-employed-at-least-one-half-time-or more.-New-employees-are-notified-of-their-eligibility-at-the time-of-employment.-The-plan-became-effective-initially April-1,-1972.]

6.2---The-amount-of-insurance-available-is-based-on-a-schedule-of annual-earnings-and-is-in-units-of-\$5,000,-\$10,000,-or \$15,000.-Annual-earnings-for-academic-personnel-shall-be-the nine-month-or-twelve-month-rate,-as-applicable.-Annual earnings-for-nonacademic-personnel-shall-be-the-twelve-month rate.-For-personnel-paid-on-an-hourly-basis,-the-annual earnings-shall-be-the-hourly-rate-times-2,080-hours.-When-an employee-becomes-eligible-for-a-greater-amount-of-insurance, a-new-request-form-must-be-completed,-and-coverage-will become-effective-on-the-annual-renewal-date,-April-1,-of-this plan.

6.3---No-medical-examination-is-required-if-application-is-made-for insurance-within-sixty-(60)-days-from-date-of-employment. After-sixty-(60)-days-the-insurance-company-will-require-that the-employee-furnish-evidence-of-insurability-at-his-own expense-before-he-can-obtain-the-insurance.

6.4---If-an-employee-elects-a-lesser-amount-of-insurance-than annual-earnings-permit,-or-does-not-take-an-insurance increase-that-he-is-eligible-for,-he-will-be-unable-to-elect an-additional-amount-of-insurance,-regardless-of-the circumstances,-without-evidence-of-insurability.-No-medical examination-is-required-if-evidence-of-insurability-is accepted-by-the-company-after-review,-but-if-it-is-not accepted,-the-applicant-must-have-a-medical-examination-at his-own-expense.

6.5---Beneficiaries-are-designated-by-the-insured-on-the application-forms-and-may-be-changed-during-the-life-of-the policy-upon-application-to-the-business-or-personnel-offices. Each-insured-receives-a-certificate-issued-by-the-company-and transmitted-through-the-business-office-or-personnel office.

6.6---The-Plan-provides-employees-with-the-option,-upon-retirement at-age-65,-to-elect-either-the-cash-value-of-the-policy-or life-insurance-protection-after-age-65-that-is-paid-up,-and requires-no-further-premium-payments.-If-an-employee-leaves the-System-prior-to-retirement,-he-has-the-option-of-electing the-cash-value-of-the-policy-or-taking-his-paid-up-insurance with-him.

- 6.7---A--waiver-of-premium-is-provided-for-an-insured-who-becomes totally-and-permanently-disabled-before-age-sixty-(60). Provided-disability-has lasted-nine-months-and-proofs-of disability-are-accepted,-contributions-will-cess-and-no further-contributions-will-be-required-as-long-as-the employee-remains-disabled.
- 6.8---Benefits-at-death-are-payable-to-the-beneficiary-in-lump sums-or-in-regular-installments.--Upon-notification-of-death of-an-insured,-the-personnel-officer-assists-in-the preparation-of-the-required-records-to-be-sent-to-the insurance-company.
- 6.9--Participation-in-this-plan-terminates-when-the-employee terminates-unless-the-insured-retires-under-bona-fide retirement-provisions-of-the-Teacher-Retirement-System,-the Employee's-Retirement-System,-or-the-Optional-Retirement Program.--A-person-may-continue-to-keep-the-coverage; however,-during-a-period-of-temporary-lay-off-or-official leave-of-absence-by-paying-a-sufficient-amount-in-advance through-the-business-office-of-the-appropriate-component institution-to-cover-contributions-that-will-become-due during-the-period-of-leave.
- 6.(10)-The-life-insurance-under-this-plan-will-cess-at-the-end-of the-last-policy-month-for-which-a-contribution-was-made; except,-that-if-death-should-occur-within-31-days-thereafter; the-death-benefits-will-be-payable.--Within-this-31-day period,-by-making-application-and-paying-the-first-premium-to the-Aetna-Life-Insurance-Company,-one-may-convert-a-part-of his-cash-value-insurance-to-an-individual-life-insurance policy-or-any-regular-whole-life-or-endowment-plan.--The-part that-is-convertible-is-the-difference-between-the-amount-of insurance-in-force-and-the-amount-of-paid-up-insurance available-in-accordance-with-the-nonforfeiture-provision-of the-plan.--The-premiums-will-be-based-on-the-age-of-the insured-at-the-time-of-conversion.
- 6.(11)-When-an-employee-terminates-and-he-does-not-wish-to-convert to-another-insurance-plan,-he-may-elect-to-withdraw-the-cash value-or-keep-the-amount-of-paid-up-insurance-he-is-entitled to-without-making-another-premium-payment.--Cash-value-is available-only-upon-termination-of-employment.
- 6.(12)-The-insured-employee-may-not-borrow-against-the-cash-value-of his-policy.]

Sec. 8[7]. Group Long Term Disability Income Insurance.

[7.1] A person employed at least one-half time may purchase group long term disability income insurance under a policy approved by the Office of the Chancellor and the U.T. Board of Regents [The-System-carries-a-master-group-long-term-disability income-insurance-policy,-covering-all-component-institutions; with-the-Aetna-Life-Insurance-Company]. [Premiums-are-payable monthly-by-payroll-deduction,-and-the-rate-applies-to-the monthly-rate-of-basic-earnings-of-each-covered-employee regardless-of-age.--The-program-is-optional-and-is-available to-any-employee-employed-at-least-one-half-time-or-more.--New employees-are-notified-of-their-eligibility-by-the-personnel office-at-the-time-of-employment.--The-plan-became-effective initially-on-October-1,-1965.

- 7.2---Monthly-rate-of-basic-earnings-is-the-rate-in-effect-on-the March-1-before-the-start-of-an-individual's-disability. Furthermore,-monthly-rate-of-basic-earnings-is-defined-as-1/9 of-the-base-rate-for-academic-personnel-paid-on-a-nine-month basis-and-1/12-of-the-base-annual-rate-for-nonteaching employees-or-any-other-person-paid-on-a-twelve-month-basis. In-no-case-shall-monthly-rate-of-basic-earnings-exceed \$4,166.66-per-month.--All-premiums-and-benefits-are-payable 12-months-per-year.
- 7.3---The-plan-guarantees-benefits-of-65%-of-the-monthly-rate-of pay-up-to-maximum-monthly-benefits-of-\$2,708.33-per-month-and any-extra-compensation-is-excluded.--The-plan-will-pay-all-of the-65%-guarantee-if-the-insured-is-not-eligible-for-"other income-benefits."--If-he-is-eligible-for-"other-income benefits,"-the-plan-will-add-to-the-total-of-"other-income benefits"-to-make-up-this-65%-guarantee.--In-general,-the plan-counts-as-"other-income-benefits"-any-wages,-salary,-or other-remuneration-a-person-might-receive-from-his-component institution,-or-from-any-other-employer,-while-he-is-eligible for-income-benefits-from-the-plan.--Also-counted-are-any disability-benefits-payable-under-any-law-or-under-any-plan sponsored-by-the-System.
- 7.4---Covered-employees-will-be-eligible-for-the-first-income payment-from-the-plan-after-having-been-"totally-disabled" throughout-a-qualifying-period-of-90-days.--Payments-will-be made-as-of-the-end-of-each-calendar-month.--Benefits-continue to-be-paid-as-long-as-a-person-is-"totally-disabled"; however,-all-income-payments-will-stop-when-a-person recovers,-dies,-or-reaches-age-65,-whichever-happens-first.
- 7.5---No-medical-examination-is-required-if-application-is-made-for insurance-within-60-days-from-date-of-employment.--After-the 60-day-period,-an-"Evidence-of-Insurability"-form-prepared-by the-company-and-available-through-the-personnel-office-is required.--No-medical-examination-is-required-if-this-form is-accepted-by-the-company-after-review,-but,-if-it-is-not-so accepted,-the-applicant-must-have-a-medical-examination-at his-expense.
- 7.6---Each-policyholder-receives-a-certificate-issued-by-the company-which-is-prepared-and-transmitted-through-the business-office-or-personnel-office.
- 7.7---The-insurance-of-any-employee-under-this-policy-shall terminate-at-the-earliest-time-specified-below:
7.71--Upon-discontinuance-of-the-policy.
7.72--At-the-end-of-a-policy-month-during-which-the employee's-employment-with-the-System-in-the-classes eligible-for-the-insurance-terminates.
7.73--On-the-date-the-employee-attains-the-age-of-65-years.
- 7.8---A-person-may-continue-to-keep-the-coverage-during-periods-of official-leave-of-absence-upon-the-direct-payment-of-premiums through-the-business-office-of-the-appropriate-component institution.]

Sec. 9[8] Group Accident Insurance.

[8-1] A person under age 70 and employed at least one-half time may purchase group accident insurance under a policy approved by the Office of the Chancellor and the U.T. Board of Regents.
[Group-Accident-Insurance-was-made-available-to-employees-of the-System-by-a-rider-to-the-Long-Term-Disability-Insurance Master-Policy-with-the-Aetna-Life-Insurance-Company.--The Group-Accident-Plan-became-effective-February-1,-1968,-and-is available-to-any-employee-under-age-70-employed-at-least one-half-time-or-more.--Eligible-employees-can-join-the-plan either-during-the-first-60-days-of-their-employment-or-during an-annual-enrollment-period-in-December-of-each-year-for coverage-effective-February-1.]

8.2---Coverage-under-the-Group-Accident-Plan-is-provided-to-insure against-accidental-death-(in-such-areas-as-travel-by automobile-and-travel-on-an-aircraft-being-used-solely-for the-transportation-of-passengers,-and-the-coverage-is extended-to-travel-outside-of-the-United-States).--The-death benefit-is-also-provided-if-an-individual-becomes-totally disabled-while-insured-before-age-60-as-a-result-of-an accident-of-the-type-covered-by-the-plan.--Scheduled dismemberment-benefits-are-also-provided-for-specified losses.

8.3---The-amount-of-coverage-that-may-be-selected-ranges-in multiples-of-\$10,000-from-the-minimum-of-\$20,000-to-the maximum-of-\$200,000;-however,-no-eligible-employee-may select-an-amount-of-coverage-that-exceeds-10-times-his-annual salary-(for-academic-personnel-the-12-month-equivalent-of their-9-month-contract-salary-is-used-in-computing-the maximum-amount-of-coverage-allowable).--Employees-who-select coverage-for-themselves-may-also-take-coverage-for-their spouses-in-an-amount-between-\$10,000-up-to-a-maximum-of-50 percent-of-the-amount-actually-taken-for-themselves. Unmarried-children-under-age-19-are-automatically-covered-for \$1,000-from-the-spouse's-coverage,-unless-waived-by-the employee.--Also,-unmarried-children-19-years-of-age-and-over who-are-regularly-attending-school-and-depend-solely-upon-the employee-for-support-are-eligible-as-dependents-until-their 23rd-birthday.]

Sec. 10[9]. Workers' Compensation Insurance.

10[9].1 Pursuant to by Article 8309d of Vernon's Texas Civil Statutes, a [The-Workers'-Compensation-Insurance-Program-is on-a] System-wide Workers' Compensation Insurance (W.C.I.) Program [;self-insuring-basis;-financed-by-setting aside-not-more-than-2-percent-of-the-annual-payroll-of covered-employees;-and] will provide[s] certain benefits for injuries sustained in the course and scope of employment [on the-job.--These-benefits-include-payments-for-reasonable medical-aid;-hospitalization;-etc.;-total-or-partial incapacity;-specific-losses;-and-death].

10[9].2 The System Personnel Office [Director], with the [cooperation and] assistance of other appropriate [officials-of-the] System and [or-its] component institution[s;] offices, shall investigate[s-accidents-and] injuries[;] and [endeavors-to develop;] publish[;] and enforce safety [rules-and] regulations.

10.3 The System Personnel [His] O[ffice] shall be responsible for reporting [keeps-a-complete-record-of] all covered injuries [on-the-job-and-is-responsible-for-reporting-them] to the Industrial Accident Board (I.A.B.).

10.4 The System Personnel [His] O[ffice] shall [is-responsible for-the-System-wide] coordinate[ion-of] occupational safety and health activities[,-and-for-administration] and enforce[ment-of-state-and-national-laws-and-standards applicable-to] occupational safety and health standards.

9.3 ---All-employees-whose-names-appear-on-the-payrolls-are eligible.

9.4 ---Eligible-employees-who-do-not-wish-coverage-may-waive-all rights-to-the-benefits-at-the-time-of-appointment,--However, the-waiver-may-be-revoked-at-any-time-during-continuous employment.

9.5 ---The-institution-shall-give-notice-to-all-workers-that-such insurance-has-been-provided.

10.5 The Office of General Counsel shall be responsible for a determination on appeal of I.A.B. decisions.

10[9].6 A [The] percentage of annual payroll, as [within-the-2 percent-mentioned-in-Subsection-9.1-above,-is] approved by the U.T Board of Regents, [and-the-amount-is] shall be set aside [from-available-appropriations-other-than-itemized salary-appropriations] to fund the Workers' Compensation Insurance Fund (W.C.I. Fund).

10.61 The System Personnel Office shall be responsible for deposit in the W.C.I. Fund of amounts to be forwarded monthly by each i[n]stitutional chief business officer[s-shall-prepare-and-send-to-the-System Personnel-Director-a-monthly-report-of-covered employees-showing-the-source-of-their] for salaries paid from other than state funds [and-a-check-and/or state-warrant-for-the-amount-due].

10.62 The System Personnel Office shall request [These-checks will-be-deposited-in-a-depository-bank-and] the State Comptroller [will-be-requested] to transfer [the] amounts due on payrolls [paid] from State funds to the W.C.I. [Workers'-Compensation-Insurance] Fund.

9.7 ---The-System-shall-furnish-such-medical-aid,-hospital-services, and-medicines-as-may-reasonably-be-required-at-the-time-of the-injury,-and-at-any-time-thereafter-to-cure-and-relieve the-injured-employee-from-the-effects-naturally-resulting from-the-injury.

9.71 ---Each-employee-shall-have-the-right-to-select-or-choose the-persons-or-facilities-to-furnish-medical-aid, chiropractic,-osteopathic,-podiatric,-hospital-and nursing-services.

9.72 ---Excessive-charges-or-unreasonable-expenses-for-services can-be-appealed-to-the-Industrial-Accident-Board-by-the System.

9.73 ---Although-the-employee-has-the-right-to-select-or-choose the-persons-or-facilities-to-furnish-reasonable treatment,-each-component-institution-may-provide guidance-in-that-choice,-if-the-employee-desires,-by referring-the-injured-employee-to-reputable-specialists or-general-practitioners,-depending-on-the-nature-of the-injury.

9.8--The supervisor of a covered employee who is injured during the course of employment must file a complete report with the supervisor of the Workers' Compensation Insurance Office whether or not time is lost from work. If time is lost, a supplemental report is filed when the employee returns to work. When the time lost is over 60 days, this report is filed at the end of each 60-day period. The same form is used if the employee is disabled later due to the original injury. In the event of death of the injured employee, the form is filed immediately.

9.9--The employees' supervisors are also responsible for keeping in close touch with injured employees and their attending physicians and investigating medical attention to see that unnecessary aid and visits are avoided. They approve the statement from the physician as to services rendered although not actual charges for treatment.

9.(10)--A covered employee disabled from work due to an on-the-job injury may remain on the payroll until his earned vacation and sick leave are exhausted or may request use of any reasonable portion thereof, during which time full medical benefits will remain available. Should an employee continue to remain disabled from work after earned vacation and sick leave are exhausted, provided such accrued leave totals seven days or more, there will be no waiting period before weekly compensation benefits accrue. Employees who have no sick leave or vacation accrued will be subject to a 7-day waiting period, for which they will be compensated in the event disability lasts 28 days or more. Vacation and sick leave used due to an on-the-job injury are not charged against holidays, weekends, or other authorized days off.

9.(11)--The weekly compensation benefit for a covered employee injured in the course of his work is equal to 66-2/3 percent of the average weekly earnings for the 12 months immediately preceding injury, though not more nor less than the amount set forth in Article 8306, Section 29, Vernon's Texas Civil Statutes. Compensation to an employee on less than a full work-day basis is not more than 66-2/3 percent of his average weekly earnings, with the same maximum as the amount set forth in Article 8306, Section 29, Vernon's Texas Civil Statutes. Benefits may be paid for no longer than 401 weeks from date of removal from payroll for total incapacity and no longer than 300 weeks for partial incapacity for work. For specific injuries the supervisor has information available on request concerning benefits for specific injuries such as the loss of a hand or eye. In case of death, benefits shall be the same as those provided in Article 8306, Section 8, Vernon's Texas Civil Statutes.

10[9].(7[12]) The System Personnel Office shall process all W.C.I. claims [Payment] for medical care [aid, hospitalization] and compensation [is through the System Personnel Office].

10[9].(8[13]) The System Personnel Office shall prepare [issue] an annual report [through proper channels to the Chancellor and to the Secretary to] for the U.T. Board of Regents on the status of the W.C.I. Fund [for the information of the members of the Board which shall include at least the following information for each component institution:--The total claims and number of days lost, total compensation and medical benefits paid, receipts, and total expenditures including allocation of overhead. The report shall also include the balance in the fund at the beginning of the fiscal year, total receipts including interest, total disbursements, and balance in the fund at the end of the fiscal year].

Sec. 11[0]. Unemployment Compensation Program.

11[0].1 The System-wide Unemployment Compensation (U.C.) Program [;effective-January-1,-1972,-and-thereafter,-is administered-on-a-System-wide-basis,-Under-the-program, certain] will provide weekly benefits [are-payable-to-former employees-who-were-separated-from-employment-with-the-System under-conditions] as specified in [the-Texas-Unemployment Compensation-Act,] Article 5221-b et seq., Vernon's Texas Civil Statutes [and-are-unable-to-find-suitable-employment]. [Two-methods-of-funding-the-cost-of-approved-claims-for-such former-employees-will-be-in-effect,-as-follows:]

11.2 The U.C. Fund is established by the U.T. Board of Regents to be maintained in one or more regular depositories approved by the U.T. Board of Regents. The System Personnel Office shall administer funding by assessment on all salaries sources other than State General Revenue Funds as provided in Section 11.24 below.

11.21 The System will reimburse the State General Revenue Fund from the U.C. Fund for claims charge-backs paid by the State Comptroller for former employees paid from other funds.

11.22 Claims charge-backs for former employees paid from State General Revenue Funds shall be referred to the State Comptroller for payment.

[10.11--For-former-employees-whose-salaries-were-paid from-State-General-Revenue-Funds,-the-cost-of approved-claims-charge-backs-are-paid-by-the State-Comptroller-as-provided-in-the-current State-General-Appropriation-Act.-Initially, the--Texas-Employment-Commission(TEG)-pays approved-claims-and,-quarterly,-notifies-the State-Comptroller's-Office-and-the-appropriate System-component-institution-of-the-claims amounts-paid-by-individual.--TEG-bills-the-State Comptroller's-Office,-which-makes-payments-to TEG-from-State-General-Revenue-Funds appropriated-for-this-purpose.--Administration of-claims,-periodic-reporting-of-salaries-paid, and-other-aspects-of-administering-the-program for-employees-whose-salaries-are-paid-out-of State-General-Revenue-are-the-same-as-for-those whose-salaries-are-not-paid-out-of-State-General Revenue,-except-that-the-assessments-provided-in Subsection-10.4-are-not-applied-to-salaries-paid from-State-General-Revenue-Funds,-or-such-other exceptions-as-are-deemed-by-the-System-Personnel Director-to-be-necessary-for-effective administration.]

10.12--For-former-employees-whose-salaries-were-paid-from funds-other-than-State-General-Revenue,-the-cost-of approved-claims-charge-backs-is-paid-initially-by-the State-Comptroller-as-specified-under-10.11-above. Quarterly,-or-periodically-as-otherwise-required-by-the State-Comptroller,-the-System,-by-check-made-payable-to the-State-Comptroller,-reimburses-the-State-General Revenue-Fund-from-the-System-Unemployment-Compensation Insurance-Fund,-a-self-insurance-fund-described-in Subsection-10.4.]

- 11.23 The U.C. Fund shall at all times operate under principles agreed upon by the System and the U.S. Department of Health and Human Services.
- 11.24 Assessment rates shall be calculated to maintain the U.C. Fund balance within a range of \$1,215,000 to \$1,755,000 and to provide minimum balance fluctuations and maximum rate stability.
- 11.25 Expenditures from the U.C. Fund shall be limited to direct costs in accordance with Federal Management Circular 73-8, Section J.7.

11[0].3[2]

The System Personnel Office [Director], working in [close] coordination [cooperation] with [the System Comptroller and other] appropriate [officials of the] System and [its] component institution[s] offices, [is responsible for]

10.21] shall a[A]dminister[ing] the U.C. [Unemployment Compensation] Program [for all employees of the System, with the assistance of appropriate institution officials.]

10.22--Determining the System's official position regarding claims protests in questionable cases, and assisting component officials in protest hearings.

10.23] and r[R]epresent[ing] the System and component institutions in appeals to the Texas Employment Commission (T.E.C.) [all cases where claims are appealed to Appeals Tribunal or Commission Review and assisting the State Attorney General as required in representing the System with institutional participation in all cases in court actions provided for in the law].

[10.24--Establishing and maintaining such additional policies and procedures as are necessary for the effective administration of the program as provided under existing statutes and these Rules and Regulations, including requirements for employee separation and claims administration, informing affected personnel about the Unemployment Compensation Program, and analyzing statistical data as needed.]

11.4 The Office of General Counsel shall be responsible for a determination on appeals of T.E.C. decisions.

[10.25--Administering the Unemployment Compensation Insurance Fund and all policies and procedures necessary to bring about effective fund management and loss control for the Unemployment Compensation Program.]

10.26--Maintaining records of all claims filed and paid, all charge-backs, and other records necessary to separate approved claims information applicable to student employment and extending such record-keeping to any additional group(s) of employees for which such analysis may be deemed by the System Personnel Director to be necessary for effective administration, including records necessary to determine individual "benefit ratios" consistent with provisions in the Texas Unemployment Compensation Act under Subsection 10.6 for each of the following categories of fund sources:

10.261- State General Revenue

10.262- Other than State General Revenue

10.27--Assuring that upon adequate notice, sufficient fiscal information will be available to determine a benefit

ratio-for-each-of-the-following-categories-of-funding sources:

- (a)---Organized-Research-(including-contract-research and-services)
- (b)---Educational-Service-Agreements-(including training-grants)
- (c)---Organized-Activities-Related-to-Educational Departments-(including-hospitals-and-clinics)
- (d)---Auxiliary-Enterprises
- (e)---All-Other

10.3--All-services-performed-in-the-employ-of-the-System-are-deemed to-constitute-employment-and-are-provided-for-under-the Unemployment-Compensation-Program.--However,-benefits-based on-service-in-an-instructional,-research,-or-principal administrative-capacity-are-not-payable-between-two contractual-periods-of-service,-as-specified-in-the-Texas Unemployment-Compensation-Act.

10.4--The-System-wide-Unemployment-Compensation-Insurance-Fund-is established-January-1,-1972,-to-accumulate-necessary-funds to-pay-reimbursements-to-the-State-Comptroller-for-claims-of former-employees-whose-salaries-were-not-paid-out-of-State General-Revenue-Funds.--Sources-of-all-salaries-other-than State-General-Revenue-are-charged-an-assessment-beginning-on the-effective-date-and-each-month-or-payroll-period thereafter.--Checks-covering-these-charges-will-be-forwarded monthly-to-the-System-Personnel-Director-for-deposit-in-the Unemployment-Compensation-Insurance-Fund.--Following-the close-of-each-calendar-quarter,-or-such-other-reporting period-as-may-be-deemed-by-the-System-Personnel-Director-to be-necessary-for-effective-administration,-institutional chief-business-officers-will-prepare-and-send-to-the-System Personnel-Office-reports-itemizing-by-employees-the-salaries reported-to-the-TEG-and-the-amounts-of-such-salaries-subject to-assessment.-The-reported-assessable-salaries-will-be reconciled-to-the-checks-submitted-monthly-in-payment-of-the assessments.--The-reports-will-also-contain-such-other information-as-may-be-required-for-effective-reporting.--In instances-in-which-amounts-may-be-due-the-Unemployment Compensation-Insurance-Fund-from-the-State-Comptroller-for adjustments-on-claims-paid,-assessments,-or as-otherwise-deemed-necessary-by-the-institutional-chief business-officers-for-effective-and-commensurate-allocation of-assessments-or-approved-claims-charge-backs,-the-State Comptroller-is-requested-to-issue-a-State-warrant-for-the amount-due.

10.5--Separate-and-apart-from-all-other-System-monies-or-funds,-an Unemployment-Compensation-Fund,-administered-under-the-same custodianship-as-other-monies-administered-by-the-System,-is established-and-maintained-in-one-or-more-regular depositories-of-the-System,-secured-by-collateral-in accordance-with-state-statutory-requirement.--The-fund consists-of-all-assessments-collected,-all-interest-earned-on deposits-of-any-monies-in-the-fund,-and-all-other-monies received-for-the-fund-from-any-other-source.--Investments-or time-deposits-of-such-funds-will-be-in-accordance-with regular-System-policies.--This-fund-is-designated-as-a "revolving-fund"-under-the-"University-of-Texas-Central Services-Account"-provision-of-the-current-General Appropriation-Act.--Expenditures-from-the-Unemployment Compensation-Insurance-Fund-are-restricted-to-direct-costs: payments-and-charge-backs-of-approved-Unemployment Compensation-claims,-and-System-administrative-costs-not-to

exceed five percent per year of the balance in the fund at the beginning of each preceding year. The administrative costs will be identified and charged as direct cost to the Unemployment Compensation Program consistent with procedures for other similar benefits programs operated by The University of Texas System. Such direct cost charges will be supported by a payroll distribution system in accordance with Federal Management Circular 73-8, Section J.7. A financial report will be prepared and submitted annually to the Board of Regents summarizing the transactions and balances of the Unemployment Compensation Insurance Fund for the fiscal year.

10.6--The System Unemployment Compensation Insurance Fund operates under principles agreed upon between The University of Texas System and the Department of Health, Education and Welfare, and includes the following procedures:

10.61--Assessment rates determined in accordance with 10.621 below will be applied to salaries and wages up to the maximum salary base which conforms to provisions of Federal and State Unemployment Insurance legislation.

10.62--The University will review all available data on loss experience and levels of funds within six months after the end of the year. Based upon such review and projections of anticipated future activities and costs, a calculation of the rate to be charged in the following fiscal year will be submitted to the Department of Health, Education and Welfare.

10.621--Rates will be calculated to fulfill the following objectives:

- (a)----To maintain the fund balances within a range of \$1,215,000 to \$1,755,000;
- (b)----To provide minimal fluctuations in fund balances from year to year, and
- (c)----To provide maximum rate stability consistent with the first two objectives.

10.622 The above objectives are expected to permit considerable flexibility in rate determination by the University. However, formal rate negotiations may be required upon determination by DHEW that a prospective rate is inconsistent with such objectives.

10.63--A single assessment rate is charged to all affected fund sources on a nondiscriminatory basis throughout the System.

10.7--In the event that the amount in the Unemployment Compensation Insurance Fund is fully depleted and further reimbursement payments create a deficit in the fund, at the end of any month, such deficit will be recovered by additional emergency assessments which the component institutions will fund by distribution of the costs to all accounts based upon the covered wages which had been charged to the accounts during the month and paid from funds other than State General Revenue].

11[0].5[8] The System Personnel Office shall prepare [will issue] an annual report for the U.T. Board of Regents on the status of the U.C. Fund [to include separate reporting of income and disbursements by institution, fund categories, and such other information as may be deemed necessary for effective administration].

Sec. 12[1]. Social Security (Old Age and Survivors Insurance).

[11.1] Pursuant to 42 U.S.C. §410, [As-an-employer,-the-System complies-with-the-relevant-provisions-of-the-Social-Security Act.] a[A]ll employees must [are-required-to] participate in the [Federal] Social Security Program [as-a-condition-of employment].

Sec. 13[2]. Deferred Compensation Plan.

[12.1] As authorized by [As-an-employer,-the-System-complies-with the-relevant-provisions-of-Senate-Bill-872,-63rd-Legislature, Regular-Session,-which-authorized-the-Deferred-Compensation Plan-for-public-employees-] Article 6252-3b, Vernon's Texas Civil Statutes[.], any employee may participate in the Deferred Compensation Plan.

[12.2] The-State-Comptroller-is-the-administrator-of-the-program. The-System-Administration-has-been-authorized-by-the-Board-to develop-administrative-and-fiscal-procedures-for-operation-of the-program.

Sec. 14[3]. Premium Sharing.

14[3].1 A person employed at least [The-System-provides-each full-time-employee-with-the-full-amount-of-Premium-Sharing specified-in-the-current-Appropriation-Bill,-for-payment-of certain-group-insurance-premiums.--Employees-appointed] one-half[-]time is eligible to receive the full amount of premium sharing specified by state law [or-more,-but-less than-full-time,-are-provided-an-amount-of-Premium-Sharing which-is-proportionate-to-the-percentage-of-time-employed].

14[3].2 A person [Each-employee] employed at least one-half[-]time [or-more] will receive [automatically-be-covered-under] a basic [plan-of] insurance coverage [effective-September-1, 1977,-or-on-the-first-date-of-employment-following-that date]. Each [such] eligible employee may elect other optional coverage[s] within 60 days of employment [the automatic-coverage-date,] or waive coverage at any time [subsequent-to-the-automatic-coverage-date.--Only-these employees-who-do-not-elect-optional-coverages-shall-be provided-automatic-coverages].

14.3 The total premium for [the] basic coverage[s-provided-under the-automatic-coverage-plan] shall not exceed the amount of [the] employer contribution[s-to-which-the-employee-is entitled].

Sec. 15[4]. U.S. Savings Bonds.

[14.1] All [The-System-provides-each] employees shall be provided [with] the opportunity to participate in the purchase of U.S. Savings Bonds by payroll deduction.

Sec. 16. Availability of Complete Benefit Descriptions.

The Office of the Chancellor shall insure that up-to-date accurate descriptions of the participation and eligibility requirements for all employee benefits and programs are conveniently available to all prospective and current employees at System Administration offices and at all component institutions.

BACKGROUND INFORMATION

These amendments are designed to incorporate amendments to employee benefit laws enacted by the 67th Legislature and to preclude the necessity of future amendments to the Regents' Rules and Regulations that merely repeat what is covered by state law and various insurance policies.

5. U. T. System: Proposed 1982-83 Budget Policies and Limitations. --

RECOMMENDATION

The Office of the Chancellor recommends that the U. T. Board of Regents approve the following Budget Policies and Limitations for preparation of the 1982-83 budgets:

Chief Administrative Officers are to write the "first" draft of their operating budgets conservatively, utilizing the following policy items.

1. Overall budget totals, including reasonable reserves, must be limited to the funds available for the year from:
 - a. General Revenue Appropriations,
 - b. Estimates of Local Income, and
 - c. Limited Use of Institutional Unappropriated Balances
2. The recommendations for salary increases for all personnel are subject to the current regulations and directives included in the General Appropriations Bill. Article III, Section 22, of H.B. 656 states:

"Sec. 22. This section shall apply to those agencies of higher education not covered by Section 1, Article V, of this Act. Funds are provided in the appropriations made to those agencies covered by this section in sufficient amounts to permit annual salary increases as follows:

"(a) All regular employees, excluding ranked faculty in the ranks of Professor, Associate Professor, Assistant Professor and Instructor in the general academic universities; professional positions in the Texas A&M Services; and faculty and professional positions in the health science centers and other medical education programs, shall receive a minimum annual salary increase of 14.3% in fiscal 1982 and 8.7% in the fiscal 1983.

"(b) Funds are provided in the appropriations to agencies covered in this section to permit salary increase in fiscal 1982 of 17.06% and 8.7% in fiscal 1983 for all employees excluded by the preceding section. Salary increases for these employees are to be awarded on the basis of merit and performance in accepted activities including teaching, research and service.

"It is expressly provided that institutional administrators may grant merit salary increases to employees whose job performance and productivity is consistently above that normally expected or required."

3. Selective merit salary advances may be provided for the faculty and professional staff. In the case of faculty, merit advances or advances in rank are to be on the basis of teaching effectiveness, research, and public service. This policy relating to faculty salary increases applies to all fund sources.
4. New faculty positions are to be based on conservative estimates of enrollment increases. Total faculty staffing should be reviewed in terms of planned increases in work load.
5. Merit salary advances for classified personnel in accordance with the Personnel Pay Plan policies approved by the Board may be given only to individuals who will have been employed by the institution for at least six months as of August 31, 1982.
6. New classified positions are to be requested only where increased work load justifies.
7. Maintenance, Operation, and Equipment items should be based only on such amounts as are needed. Increases are not to exceed 20% of amounts currently budgeted except as related to increased work load, to inflation, or to newly developing programs.
8. Travel funds are to be shown as separate line items.
9. All requests for Special Equipment must be supported with detailed descriptions and justifications.
10. MEDICAL FACULTY - MAXIMUM SALARY LIMITATIONS

(TWELVE-MONTH BASIS)

Compensation may be paid to Medical Faculty from multiple fund sources, including general budget funds, contract funds, gift funds, MSRDP or PRS funds, etc., subject to the following State funds limitations:

<u>Rank</u>	<u>Maximum State Funds Salary Limit</u>
Professor and Chairman	\$79,800
Professor	76,100
Associate Professor	68,000
Assistant Professor	60,600
Instructor	51,000

Maximum compensation by rank is limited to one hundred percent above the State funds salary limits; maximum compensation for each faculty member is limited to one hundred percent over the individual's salary rate, not to exceed the ceiling for the individual's rank.

This policy makes no provision for "Exceptional Situations." Variations from these maximum salary levels and compensation limits must be reviewed on an individual basis and have the advance approval of the Office of the Chancellor.

1982-83 OPERATING BUDGET CALENDAR

December 11, 1981

Board Approval of Policies

March 24, 1982

Five Draft Copies of Budgets
due to System Administration
(including supplemental data)

April 12-23, 1982	Budget Hearings with System Administration
May 3, 1982	Thirty Copies of Budgets due to System Administration (with adjusted supplemental data as applicable)
May 26, 1982	Budgets mailed to Board of Regents
June 11, 1982	Regents' Budget Meeting

6. U. T. System: Proposed Conditions to be Met by Organizations Seeking Authorization to Write Tax Sheltered Annuities (T.S.A.) for Employees.--

RECOMMENDATION

The Office of the Chancellor recommends that the Conditions to be met by organizations seeking to be authorized to write tax sheltered annuities for employees of The University of Texas System be approved:

The President or General Counsel of an insurance company, custodial account bank or investment company seeking authorization to provide annuities, contracts, accounts or policies under the Tax Sheltered Annuity (T.S.A.) Program of The University of Texas System must certify that the company meets the conditions listed below. The certification should be addressed to the Chancellor of The University of Texas System, Attention: Claude E. Hempel, System Personnel Director, at the address shown above. The certification must respond specifically to each item pertaining to the type of company seeking approval. The word "company" refers to each insurance company, bank, investment company or other corporate entity seeking to offer annuities, contracts, accounts or policies under the T.S.A. Program.

- (1) An insurance company must certify that it is qualified and admitted to do business in Texas in accordance with rules and regulations of the State Board of Insurance.
- (2) A national bank must certify that it is chartered to do business in Texas by the Controller of the Currency.
- (3) A state bank must certify that it is chartered to do business in Texas by the State Banking Board.
- (4) An investment company must certify that it has been approved to do business in Texas in accordance with requirements of the State Securities Board.
- (5) All companies must certify that the contracts, accounts, policies and procedures to be used are qualified under Sections 401(g), 403(b) and 415 of the Internal Revenue Code, as amended.
- (6) All companies must certify that the contract, account or policy shall provide an annuity under The University of Texas System Tax Sheltered Annuity Program which does not contain a "life insurance feature."
- (7) An insurance company must specify whether fixed or variable annuities will be offered.

- (8) An insurance company must specify whether individual or group contracts are to be offered.
- (9) All companies must certify that annuity and investment contracts, accounts and policies are in accordance with all requirements of the T.S.A. Program as set forth in Article 6228a-5, Vernon's Texas Civil Statutes.
- (10) An insurance company must certify that the contract or policy to be offered has the approval of the Texas State Board of Insurance.
- (11) A national bank must certify that the account to be offered has the approval of the U. S. Controller of the Currency.
- (12) A state bank must certify that the account to be offered has the approval of the Texas State Banking Board.
- (13) An investment company must certify that the contract or policy to be offered has the approval of the Texas State Securities Board, pursuant to the Securities Act (Vernon's Texas Civil Statutes, Article 581-1 et seq.).
- (14) All companies must certify compliance with "Rules for Administration of Retirement Annuity Programs" adopted by the Administrative Council, Coordinating Board, Texas College and University System, under the authority of Article 3.50-3 et seq. of the TEXAS INSURANCE CODE.
- (15) All companies must agree to respect the working hours and responsibilities of all employees when making appointments to discuss Tax Sheltered Annuities.
- (16) All companies must certify that they have received and will comply with Section 6.13, Chapter VI, Part One of the Rules and Regulations of the Board of Regents of The University of Texas System regarding campus solicitation.
- (17) All companies must certify that all agreements required by the company must be submitted to The University of Texas System for approval.
- (18) All companies must certify that contracts or specimen contracts for each product to be offered have been furnished to The University of Texas System for approval.
- (19) All companies must certify that all new or amended contracts to be issued will be submitted to The University of Texas System for approval pursuant to these Conditions in effect at the time the new contract is to be and any subsequent amendments.
- (20) All companies must certify that each product to be offered will be submitted and approved in advance of the offering for sale of the product.
- (21) An insurance company must certify that the contract or policy to be offered has the approval of the Texas State Board of Insurance.
- (22) A national bank must certify that the account to be offered has the approval of the U. S. Controller of the Currency.
- (23) A state bank must certify that the account to be offered has the approval of the Texas State Banking Board.

- (24) An investment company must certify that the contract or policy to be offered has the approval of the Texas State Securities Board, pursuant to the Securities Act (Vernon's Texas Civil Statutes, Article 581-1 et seq.).
- (25) All companies must certify that any amendments to contracts, accounts or policies mandated by federal or state laws, regulations, revenue rulings or opinions of the Attorney General of Texas will be made upon request of The University of Texas System.
- (26) All companies must certify that contributions and new contracts entered into after September 25, 1981, (the date of Revenue Ruling 81-225) will not have adverse tax consequences to participants and will provide tax sheltered status to contributions made, within the provisions of Section 403(b) of the Internal Revenue Code, as amended. (All companies must provide documentation in support of this certification.)
- (27) All companies offering contracts, accounts or policies as described in Section 403(b)(7), Internal Revenue Code, as amended, must specifically certify that the product will not result in adverse tax consequences to participants and will provide tax sheltered status to contributions made, within the provisions of Section 403(b)(7). (All companies must provide documentation in support of this certification.)
- (28) An investment company or custodial account bank must certify that all contracts, policies or accounts shall be offered in compliance with Securities and Exchange Commission Releases 31-6352 and IC-11960.
- (29) All companies must certify that each officer, agent, broker, employee or other representative involved in the sale of contracts, accounts or policies under these Conditions will be provided with a copy of the Conditions and will comply with these Conditions and all applicable laws.

BACKGROUND INFORMATION

The 67th Legislature amended the Tax Sheltered Annuity Program (T.S.A.) law to allow purchase of "any investment" authorized under Section 403(b) of the Internal Revenue Code. The prior law allowed investment only in fixed and variable annuities.

It is clear that the Legislature intended to broaden permissible T.S.A. investments; however, legal questions are presented concerning qualifications for companies authorized to write tax sheltered annuities. Therefore, an opinion request dated November 4, 1981, has been submitted to the Attorney General of Texas by the Chancellor.

These Conditions are drawn conservatively to implement the purchase of Section 403(b) investments and to assure security of employee contributions pending issuance of the Attorney General's Opinion.

The Conditions have been reviewed by the Office of the Vice Chancellor for Business Affairs and the Office of General Counsel.

7. U. T. System: Proposed Conditions to be Met by Organizations Seeking Authorization to Provide Annuity Contracts, Custodial Accounts or Investment Contracts Under the Optional Retirement Program.--

RECOMMENDATION

The Office of the Chancellor recommends that the Conditions to be met by organizations seeking to be authorized to provide annuity contracts, custodial accounts or investment contracts under the Optional Retirement Program for The University of Texas System be approved:

The President or General Counsel of an insurance company, custodial account bank or investment company seeking authorization to provide annuity contracts, custodial accounts or investment contracts under the Optional Retirement Program (O.R.P.) of The University of Texas System must certify that the company meets the conditions listed below. The certification should be addressed to the Chancellor of The University of Texas System, Attention: Claude E. Hempel, System Personnel Director, at the address shown above. The certification must respond specifically to each item pertaining to the type of company seeking approval. The word "company" refers to each insurance company, bank, investment company or other corporate entity seeking to offer benefits under the Optional Retirement Program.

1. An insurance company must certify that it is qualified and admitted to do business in Texas in accordance with rules and regulations of the State Board of Insurance.
2. A national bank must certify that it is chartered to do business in Texas by the Controller of the Currency.
3. A state bank must certify that it is chartered to do business in Texas by the State Banking Board.
4. An investment company must certify that it has been approved to do business in Texas in accordance with requirements of the State Securities Board.
5. All companies must certify that the contracts, accounts, policies and procedures to be used are qualified under Section 403(b) of the Internal Revenue Code, as amended.
6. All companies must provide a description of the procedure used in allocating the State's first year matching contribution and certify that such procedure will enable the contract, account or policy to retain Section 403(b) tax sheltered status during the first year of employee participation under a salary reduction agreement.
7. All companies must certify that the contract, account or policy shall provide an annuity under The University of Texas System Optional Retirement Program which does not contain a "life insurance feature."
8. All companies must certify that contracts, accounts and policies to be issued to employees of The University of Texas System are in accordance with the following Texas Attorney General's Opinions:

Opinion Number:

Date Issued:

M-196	2-01-68
M-420	6-18-69
M-595	3-13-70
M-647	6-08-70
M-1027	12-29-71
H-99	9-12-73
H-371	8-15-74
H-532	2-18-75

9. An insurance company must specify whether fixed or variable annuities will be offered.
10. An insurance company must specify whether individual or group contracts are to be offered.
11. All companies must include a copy of the Securities and Exchange Commission exemption required for contracts to be used in an O.R.P. pursuant to 15 U.S.C. §80a-6 and Tex. Att'y Gen. Op. No. H-532 (1975).
12. All companies must certify that contracts, accounts and policies to be offered are in accordance with all requirements of the Optional Retirement Program as set forth in Section 36.001 et seq., Title 110B, Vernon's Texas Civil Statutes (to be included in the TEXAS GOVERNMENT CODE).
13. An insurance company must certify that the contract or policy to be offered has the approval of the Texas State Board of Insurance.
14. A national bank must certify that the account to be offered has the approval of the U. S. Controller of the Currency.
15. A state bank must certify that the account to be offered has the approval of the Texas State Banking Board.
16. An investment company must certify that the contract or policy to be offered has the approval of the Texas State Securities Board, pursuant to the Securities Act (Vernon's Texas Civil Statutes, Article 581-1 et seq.).
17. All companies must certify that a written statement from the University certifying vesting status and the termination date of employment will be required before employee withdrawal from the Optional Retirement Program is permitted.
18. All companies must certify that the total amount of the State's first year matching contribution will be refunded to The University of Texas System promptly in the event the employee does not begin a second year of O.R.P. participation.
19. All companies must certify that no minimum monthly or yearly contributions shall be required.
20. All companies must guarantee compliance with the provisions set out in the memorandum issued by the Office of the Chancellor, The University of Texas System, dated October 8, 1968, in reference to the Optional Retirement Program.
21. All companies must agree to respect the working hours and responsibilities of all employees when making appointments to discuss the Optional Retirement Program.
22. All companies must certify that they have received and will comply with Section 6.13, Chapter VI, Part One of the Rules and Regulations of the Board of Regents of The University of Texas System regarding campus solicitation.
23. All companies must certify that all agreements required by the company must be submitted to The University of Texas System for approval.
24. All companies must certify that contracts or specimen contracts for each product to be offered have been furnished to The University of Texas System for approval.

25. All companies must certify that each product to be offered will be submitted and approved in advance of the offering for sale of the product.
26. All companies must certify that all new or amended contracts to be issued will be submitted to The University of Texas System for approval pursuant to these Conditions and any subsequent amendments.
27. All companies must certify compliance with "Rules for Administration of Retirement Annuity Programs" adopted by the Administrative Council, Coordinating Board, Texas College and University System, under the authority of Article 3.50-3 et seq. of the TEXAS INSURANCE CODE.
28. All companies must certify that withdrawal of benefits is limited by Section 36.105, Title 110B, Vernon's Texas Civil Statutes (to be included in the TEXAS GOVERNMENT CODE) as follows:
 - (a) A person terminates participation in the optional retirement program, without losing any accrued benefits by:
 - (1) death;
 - (2) retirement; or
 - (3) termination of employment in all institutions of higher education.
 - (b) A change of company providing optional retirement program benefits or a participant's transfer between institutions of higher education is not a termination of employment.
 - (c) The benefits of an annuity purchased under the optional retirement program are available only if the participant terminates participation in the program as provided by Subsection (a) of this section.
29. All companies must certify that no redeemable stock certificate or other thing of value redeemable for cash shall be issued to the participant except as specified above.
30. All companies must certify that any amendments to contracts, accounts or policies mandated by federal or state laws, regulations, revenue rulings or opinions of the Attorney General of Texas will be made upon request of The University of Texas System.
31. All companies must certify that contributions and new contracts entered into after September 25, 1981, (the date of Revenue Ruling 81-225) will not have adverse tax consequences to participants and will provide tax sheltered status to contributions made, within the provisions of Section 403(b) of the Internal Revenue Code, as amended. (All companies must provide documentation in support of this certification.)
32. All companies offering contracts, accounts or policies as described in Section 403(b)(7), Internal Revenue Code, as amended, must specifically certify that the product will not result in adverse tax consequences to participants and will provide tax sheltered status to contributions made, within the provisions of Section 403(b)(7). (All companies must provide documentation in support of this certification.)
33. An investment company or custodial account bank must certify that all contracts, policies or accounts shall be offered in compliance with Securities and Exchange Commission Releases 31-6352 and IC-11960.
34. All companies must certify that each officer, agent, broker, employee or other representative involved in the sale of contracts, accounts or policies under these Conditions will be provided with a copy of the Conditions and will comply with these Conditions and all applicable laws.

BACKGROUND INFORMATION

The 67th Legislature amended the Optional Retirement Program (O.R.P.) law to allow purchase of "any investment" authorized under Section 403(b) of the Internal Revenue Code. The prior law allowed investment only in fixed and variable annuities.

It is clear that the Legislature intended to broaden permissible O.R.P. investments; however, legal questions are presented by a comparison of availability of benefits under state law and under the Internal Revenue Code. Therefore, an opinion request dated November 4, 1981, has been submitted to the Attorney General of Texas by the Chancellor.

These Conditions are drawn conservatively to implement the purchase of Section 403(b) investments and to assure security of employee and employer (State) contributions pending issuance of the Attorney General's Opinion.

The Conditions have been reviewed by the Office of the Vice Chancellor for Business Affairs and the Office of General Counsel.

Academic
Affairs Com.

ACADEMIC AFFAIRS COMMITTEE
Committee Chairman (Mrs.) Blumberg

Committee Meeting

Date: December 10, 1981

Time: 1:30 p. m.

Place: Room 437, Classroom Building, U. T. Permian Basin

Report and Recommendations to the Board of Regents

Date: December 11, 1981

Time: Following Report of the Finance and Audit Committee

Place: Conference Area, Fourth Floor, West End
Classroom Building, U. T. Permian Basin

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1. U. T. Board of Regents: Proposed Amendment to the Regents' Rules and Regulations, Part One, Chapter VI, Section 6, Subsection 6.12, Subdivision 4 (Leasing of Space to State or Federal Credit Unions)

RECOMMENDATION

The Office of the Chancellor concurs in President Flawn's recommendation that Subdivision 4 of Subsection 6.12 of Section 6 of Chapter VI of Part One of the Regents' Rules and Regulations be amended to read as follows:

"(4) The operation by the institution or its subcontractor (through appropriate written agreements approved as to content by the President of the institution and the Chancellor, as to form by the Office of General Counsel, and by the Board of Regents through the [~~Chancellor's~~ Docket of the Office of the Chancellor) of any bookstore, specialty store, laundry, cafeteria, state or federal credit union (the membership in which must be limited primarily to students, faculty, and staff of the institution but which may include: students, faculty, and staff of other area institutions of higher education; students, faculty, and staff of other component institutions of the U.T. System; staff members of U.T. System Administration; and staff members of organizations closely related to the institution's educational mission such as ex-student organizations and cooperative bookstores), unmanned teller machines (any agreement for the placement of which must include a provision expressly prohibiting advertising the location of the unmanned teller machine to the general public), or other service facility maintained for the convenience of the students, staff and/or faculty."

BACKGROUND INFORMATION

On August 14, 1981, the U.T. Board of Regents amended the above-referenced Subdivision 4 to allow, as a convenience to students, faculty, and staff and as an exception to the Regents' anti-solicitation rule, the presence of credit unions and unmanned bank teller machines on campuses under certain tightly prescribed circumstances. One of the primary reasons for the amendment relating to credit unions was the desire of the U.T. Austin administration and officials of the University Credit Union (Austin, Texas) that the University Credit Union be relocated into the Texas Union on the U.T. Austin campus. However, during continued negotiations with the University Credit Union subsequent to the adoption of the amendment to the Regents' Rules and Regulations, President Flawn's staff discovered that the University Credit Union had in the past opened its membership to the following institutions with the membership results shown in parentheses: (a) the staff of the U.T. Cooperative Society [the bookstore on Guadalupe (approximately 45 members)], (b) the staff of the Ex-Students Association (15 members), and (c) the students, faculty and staff of certain other educational institutions located in Austin, namely: Seminary of the Southwest - Episcopal (5 members), Austin Presbyterian Theological Seminary (10 members), Concordia Lutheran College (0 members) and Huston-Tillotson College (5 members). The percentage of membership in the University Credit Union from these institutions is less than five-tenths of 1 percent. A part of the language of the proposed amendment is designed to allow the University Credit Union to continue to offer membership to these entities when it relocates to the Texas Union. The language that would allow students, faculty, and staff of other component **institutions of the U. T. System** to be members of a credit union that is located on another campus is in anticipation of a proposed merger of the University Credit Union (Austin, Texas) and the Medical Branch Credit Union (Galveston, Texas).

2. U. T. Arlington: Recommended Increase in Student Services Fee (Required) to \$5 Per Semester Credit Hour Not to Exceed \$60 for Any One Semester or Summer Session, to Be Effective for the Fall Semester 1982 (Catalog Change)

RECOMMENDATION

The Office of the Chancellor concurs in the recommendation of Dr. Nedderman that the U. T. Board of Regents approve an increase in the Student Services Fee (Required) from \$4 per semester credit hour to \$5 per semester credit hour, not to exceed \$60 for any one semester or summer session, to become effective for the Fall Semester 1982.

BACKGROUND INFORMATION

President Nedderman stated in his letter of recommendation that:

"Since September 1, 1980, The University of Texas at Arlington has charged a fee of \$4 per semester credit hour not to exceed \$48 for any one semester or summer session. Since that time, there will have been mandated salary increases totaling approximately 30 percent by September 1, 1982, and an inflation rate for this same period which exceeds 30 percent."

The Student Congress unanimously endorsed this recommended increase.

If this recommendation is approved, the minute order will reflect that the next appropriate catalog published will be amended to conform to this action.

3. U. T. Arlington: Recommendation to Increase Rental Rates for Student Housing

RECOMMENDATION

The Office of the Chancellor concurs in the recommendation of President Nedderman that the U. T. Board of Regents approve the increased rental rates shown below for student housing now under construction:

<u>Unit</u>	<u>Persons Per Unit</u>	<u>Existing Rate Per Unit</u>	<u>Requested Rate Per Unit</u>
1	2	\$235	\$260
2	2	255	280
3	2	250	275
4	2	255	280
5	3	305	330
6	2	275	300

The tenants of all units are responsible for their own electrical bills. Each unit is divided by the size of the apartment, and the rates will be applied accordingly.

BACKGROUND INFORMATION

The existing rental rates were approved by the U. T. Board of Regents at the meeting of April 9-10, 1981. Dr. Nedderman, in making these recommendations stated:

"We were unable to occupy the student housing because of delays in construction. We are now anticipating that we will occupy the facility in the month of January, 1982.

"In reviewing our rates for this facility, and having a longer period to determine our actual costs and the increased rates of utilities and inflation, we are of the opinion that the rates should be increased as indicated."

- ✓ 4. U. T. Arlington: Recommended Approval of a Revised Lease with the City of Arlington for Use of the Recreational Area at the Intersection of Park Row and Fielder Streets

RECOMMENDATION

The Office of the Chancellor concurs in the recommendation of President Nedderman that the U. T. Board of Regents approve a revised lease with the City of Arlington which will permit the citizens of Arlington continued use of the recreational area at the intersection of Park Row and Fielder Streets. The lease agreement is set forth on pages AAC 6-11.

U. T. Arlington will have the right of first priority of use for the period of August 1st through April 30th of each year. The City of Arlington shall have the right of first priority of use for the period of May 1st through July 31st of each year. The City of Arlington will be responsible for paying electrical utility bills and maintenance of the electrical system.

BACKGROUND INFORMATION

This revised lease agreement is basically an amendment to the original lease agreement executed on July 31, 1971. U. T. Arlington administration initiated the changes in order to clarify and place specific responsibilities upon the respective entities. The City Council of the City of Arlington has approved this lease agreement.

RESOLUTION NO. 81-496

A RESOLUTION AUTHORIZING THE CITY TO LEASE FROM U.T.A. THE RECREATIONAL AREA LOCATED AT THE INTERSECTION OF PARK ROW AND FIELDER ROAD (ARLINGTON ATHLETIC COMPLEX) FROM MAY 1ST THROUGH JULY 31ST OF EACH YEAR

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

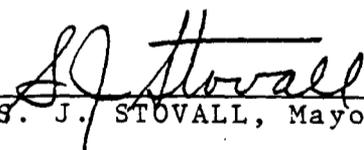
1.

That the Mayor of the City of Arlington (CITY) is authorized to execute an agreement on behalf of the City with the University of Texas at Arlington (UTA) for the lease by the City of the recreational area located at the intersection of Park Row and Fielder (Arlington Athletic Complex) from May 1st through July 31st of each year.

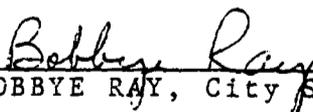
2.

That a true and correct copy of such agreement for lease of recreational area is attached hereto and made a part hereof for all purposes.

PRESENTED AND PASSED on this the 29th day of September, 1981, by a vote of 8 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

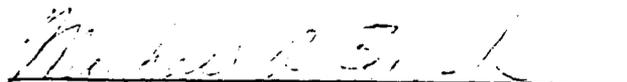

S. J. STOVALL, Mayor

ATTEST:


BOBBYE RAY, City Secretary

APPROVED AS TO FORM:

Tom Todd, City Attorney

By: 

AGREEMENT FOR LEASE OF RECREATIONAL AREA

STATE OF TEXAS I

COUNTY OF TARRANT I

This agreement made and entered into this the _____ day of _____, 1981, by and between the CITY OF ARLINGTON, a municipal corporation of Tarrant County, Texas (herein called "CITY"), acting herein by and through its duly authorized Mayor, and THE UNIVERSITY OF TEXAS AT ARLINGTON (herein called "UTA"), acting herein by and through its duly authorized Chairman, Board of Regents, UT System.

W I T N E S S E T H:

WHEREAS, UTA owns certain hereinafter described land which is presently used as a sports and recreation facility by UTA and CITY: and

WHEREAS, CITY is desirous of continuing to utilize said land as a sports and recreation facility for the use, welfare, enjoyment, entertainment and convenience of its citizens; and

WHEREAS, UTA is likewise desirous of continuing to utilize said land for said purposes, particularly in conjunction with its physical education and intramural sports programs; and

WHEREAS, CITY and UTA are agreeable to sharing certain costs involved in the maintenance of such facility;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto contract and agree as follows:

ARTICLE 1. PROPERTY DESCRIPTION

UTA does hereby consent to the use by the City of Arlington of certain real property (hereinafter called "Property" or "the Property"), owned by it during the term of this agreement and any extension or renewal thereof, said property being located within the City of Arlington, Tarrant County, Texas, and being more particularly described as follows:

BEING a 50.0 acre tract of land, more or less, situated in the O. Medlin Survey, Tarrant County, Texas, being the same land conveyed to the State of Texas by deed dated July 8, 1912, and recorded in Volume 400, Page 343, Deed Records of Tarrant County, Texas, save and except a portion thereof being 8.96 acre parcel of land described as Lot 5-S, O. Medlin Addition to the City of Arlington, as platted by the Board of Trustees of the Arlington Independent School District and recorded in Volume 388-48, Page 257, Plat Records of Tarrant County, Texas; and, save and except also all portions of said 50.0 acre tract of land heretofore dedicated to public use as a portion of the rights-of-way of West Park Row, Fielder Road or West Mitchell Street, public streets in the City of Arlington.

ARTICLE 2. USE

2.1. Type of Use: The Property shall be used for sports and recreational purposes as a part of the physical education and intramural sports, and intercollegiate athletic program of UTA and as a part of the recreation program of the CITY. No use shall be made of the Property for other than athletic purposes at any time during the term hereof without the mutual approval of the parties hereto. The use of the Property includes the use of all restroom facilities while scheduled recreational events are in progress but not the Concession facilities. UTA reserves exclusively all rights to sell concessions on the Property during the term of this Agreement. Concessions shall include but not be limited to programs, magazines, newspapers, soft drinks, flowers, tobaccos, candies, food, novelties or any related merchandise commonly sold or dispensed in ball parks and stadiums other than alcoholic beverages.

2.2. Generally the management of the Property shall rest solely with UTA, including but not limited to improvements to be made to the Property and maintenance of the Property, with the exception of the electrical system which shall be maintained by the CITY. The electrical system includes, but is not limited to, poles, lines, feeders, bulbs and transformer. UTA agrees to pay all water utility bills and CITY will pay all electrical utility bills.

2.3. It is expressly stated that UTA will have the right of first priority use of the Property for the period of August 1st through April 30th of each year. The CITY shall have the right of first priority of use for the period of May 1st through July 31st of each year.

2.4. Schedules setting forth the hours the Property shall be used for sports and recreational purposes and providing sufficient hours for watering and control of vegetation shall be enforced by UTA'S Manager of the Property. Effective July 31, 1982, the use schedule will allow one complex to be removed from use for a period of time sufficient to level the surface of the complex and allow vegetation sufficient time to grow thereon. Prior to the beginning of the CITY'S period of use of the Property, CITY and UTA will mutually agree upon a schedule of hours of use of the Property by CITY for its recreational purposes taking into consideration UTA'S maintenance responsibilities. Should CITY and UTA be unable to mutually agree upon a use schedule during any year of this agreement, the CITY shall have final authority as to setting its schedule of hours of use of the Property during the period of May 1st through July 31st of each year, subject to UTA being granted the same time frame that was used the previous year for maintenance of the Property. UTA agrees that, once the CITY'S schedule has been determined, UTA'S maintenance of the Property shall be performed in such a manner so that no field scheduled for use by CITY will become unplayable as a result of excessive watering or protection of vegetation by UTA. Adherence to the rules and regulations of use of the Property shall be enforced by UTA'S Manager of the Property; however, no rules or regulations will be enforced during CITY'S use of the Property by the Manager which were not applicable during CITY'S previous priority use of the Property without CITY'S approval.

2.5. In consideration of the CITY'S responsibility for paying electrical utility bills and maintenance of the electrical system, UTA agrees to provide a Manager, maintain

the Property, other than the electrical system, and make improvements deemed appropriate by UTA. However, no improvements will be made to the Property that affect (1) the configuration of the present facilities located on the Property or (2) the usage of the Property.

ARTICLE 3. TERM

The Initial Term of this agreement shall be a period commencing upon the execution hereof and ending on the 1st day of May, 1983, subject, however, to the right of termination contained in Article 4 hereof. UTA hereby grants to CITY the option to extend this agreement from year to year (the Renewal Term) and upon the same terms, conditions, and provisions herein contained so long as UTA shall continue to use the Property for athletic or recreational purposes. Such options to extend will be considered automatically exercised by the CITY each year in which the CITY does not 60 days prior to May 1st of such year give UTA written notice of its intention to terminate this agreement.

ARTICLE 4. RIGHT OF TERMINATION

4.1. Termination During Initial Term: It is understood and agreed that UTA may, at any time during the Initial Term terminate this agreement upon a finding by the Board of Regents of the University of Texas System that the continued use of subject Property pursuant to the terms of this agreement is inconsistent with and an obstruction to the immediate dedication of subject Property to other University use. Such termination shall become effective only upon the next succeeding anniversary of the effective date of this agreement following notice of intention to terminate, which notice shall be made in writing and directed to the City Manager of the City of Arlington not less than sixty (60) days prior to said anniversary. In the event of such termination, the CITY shall have the right of salvage of all removable fixtures installed by it since July 30, 1971. In addition, CITY shall be entitled to receive and UTA hereby agrees to pay a sum of money in reimbursement of the undepreciated costs of unsalvageable improvements made to said property by the CITY. Depreciation shall be calculated from the date of completion of the improvement adjusted to the last whole month, so that unsalvageable improvements made in each construction phase shall be fully depreciated to May 1, 1983. The original cost of unsalvageable improvements to the Property made by CITY including labor, materials and equipment, shall be documented and certified to UTA by the CITY prior to the date of execution of this contract by the parties. Costs shall be depreciated for each of the years of the lease up to and including May 1, 1983.

4.2 Termination By Expiration: In the event of termination of this agreement by expiration of the Initial Term or any Renewal Term hereof, the CITY shall retain its right of salvage of removable fixtures as hereinabove provided.

ARTICLE 5. INSURANCE - INDEMNIFICATION

5.1. UTA Primary Use: UTA shall indemnify and save harmless the CITY, its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from use of the Property by UTA, its agents, employees, students or other persons making

use thereof under the direct auspices of UTA, whether or not during the period of UTA priority use, as such term is described in Article 2 hereof, but only insofar as authorized by law so to do.

5.2 CITY Primary Use: The CITY shall indemnify and save harmless UTA, its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from use of the Property by the CITY, its agents, employees, or other persons making use thereof under the direct auspices of the CITY, whether or not during the period of CITY priority use, as such term is described in Article 2 hereof, but only insofar as authorized by law so to do.

5.3 Use by Others: Neither party hereto shall permit the use of the Property by others without first having obtained therefrom certificates of insurance evidencing public liability insurance naming both UTA and CITY as insureds, the policy limits of which shall be agreed upon by the parties hereto taking into account the nature and duration of said use.

ARTICLE 6. MAINTENANCE

The parties agree to respond to requests for maintenance repairs within the areas of maintenance under their responsibility as follows:

- a. Emergency request for repair after normal duty hours will begin and be accomplished within a reasonable time frame and before the next day's sports or recreational events are scheduled if the needed repair parts are available.
- b. Emergency request for repair during normal duty hours will begin within a two-hour time frame and finished before the day's sports or recreational events if the needed repair parts are available.
- c. Emergency request response time will be within one hour if the electrical failure occurs on a field being used or which is about to be used for an Inter-collegiate Athletic Event.
- d. Normal maintenance request for repair will be accomplished within five (5) working days if the needed repair parts are available.
- e. A request for maintenance is deemed to constitute an emergency if failure to repair immediately would result in danger to human life or an increase in the possibility of personal injury to those persons utilizing the fields; or if the failure to repair would result in the cancellation of an event, the rescheduling of which would cause an undue financial burden on the teams or organizations using the field.

ARTICLE 7. NOTICE

All notices herein required to be given shall be delivered, if to the CITY, to the City Manager, City Hall; and, if to UTA, to the President, University of Texas at Arlington, or in either case to their respective specifically designated representatives, if any.

EXECUTED in duplicate originals by the parties hereto on the year and day above first written.

CITY OF ARLINGTON (CITY)

By: *J. Howell*
Mayor

ATTEST:

Bobbe Ray
City Secretary

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

By: _____
Chairman
JAMES L. POWELL

ATTEST:

Secretary
Arthur H. Dilly
Executive Secretary
Board of Regents of
The University of Texas System

- ✓ 5. U.T. Arlington: Proposed Affiliation Agreements with (a) Casa de los Amigos-Young Men's Christian Association, Dallas, Texas; and (b) Hidalgo Health Care Corporation, Pharr, Texas

RECOMMENDATION

The Office of the Chancellor concurs with President Nedderman's recommendation that approval be given to affiliation agreements by and between The University of Texas at Arlington and the following facilities. The agreements were executed by the appropriate officials on the dates indicated below, to be effective upon approval by the U.T. Board of Regents.

<u>Facility</u>	<u>Agreement Executed</u>
(a) Casa de los Amigos-Young Men's Christian Association, Dallas, Texas	September 30, 1981
(b) Hidalgo Health Care Corporation, Pharr, Texas	October 2, 1981

BACKGROUND INFORMATION

These agreements are based on the model agreement adopted by the U.T. Board of Regents on December 16, 1977, and will provide training opportunities for students in U.T. Arlington's School of Nursing.

- ✓ 6. U.T. Austin: Proposed Appointment to the Jesse H. Jones Professorship in Journalism Effective January 16, 1982

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Dr. Wayne A. Danielson, Professor of Journalism, be appointed to the Jesse H. Jones Professorship in Journalism, effective January 16, 1982.

BACKGROUND INFORMATION

Professor Danielson is nationally recognized as a leader in communications research methods and his developmental work in grammar, spelling, and punctuation testing procedures has established national standards in journalism education. Dr. Danielson is also active in computer science teaching and research, and has been a leader in the development of computer utilization and information processing by the newspaper industry. He has authored or edited dozens of scholarly books and articles, and is currently writing books on a non-mathematical introduction to computers for journalism students, and an advanced text in computers and content analysis.

Dr. Danielson has been a faculty member at U.T. Austin for over a decade, and served as Dean of the College of Communication from 1969 to 1979.

The Jesse H. Jones Professorship in Journalism was established by the U.T. Board of Regents on June 4, 1971.

7. U.T. Austin: Proposed Appointment to The First Mr. and Mrs. Charles E. Yager Professorship in the Department of Geological Sciences Effective January 16, 1982

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Dr. Alan J. Scott, Professor of Geological Sciences, be appointed as the initial holder of The First Mr. and Mrs. Charles E. Yager Professorship in the Department of Geological Sciences, effective January 16, 1982.

BACKGROUND INFORMATION

Professor Scott is nationally recognized as a leading expert and teacher in sedimentary geology. He is a Fellow of the Geological Society of America, and is regularly sought by energy companies and professional societies for instructional and research assistance. He has been a major force in the Department of Geological Sciences since his initial faculty appointment more than 20 years ago. Dr. Scott has won numerous departmental teaching awards, and for more than a decade has annually supervised the largest number of graduate students in the department.

The First Mr. and Mrs. Charles E. Yager Professorship in Geological Sciences was established by the U.T. Board of Regents on August 14, 1981.

8. U. T. Austin: Proposed Appointment to the Board of Directors of Toreador Royalty Corporation (Toreador Trust Fund for Salary Supplementation for the School of Law)

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Mr. Hayden Head be appointed as a member of the Board of Directors of the Toreador Royalty Corporation to fill a position which has been recently vacated due to a resignation.

BACKGROUND INFORMATION

On July 31, 1951, the Alamositas Cattle Corporation, Wolf Creek Cattle Corporation and Hornica Cattle Corporation gave the U.T. Board of Regents 960,000 shares of 4% Preferred Stock of Toreador Royalty Company, the income from which is to be used for salary supplementation for the School of Law of The University of Texas at Austin. **(Toreador Trust Fund)**

As exclusive owner of 100% of the 4% Preferred Stock, the Board of Regents of The University of Texas System has the right pursuant to the terms of the Corporate By-laws to appoint two directors to the Corporation's Board of Directors.

Mr. Hayden Head is a partner in the Corpus Christi law firm of Head, Kendrick and Head. He received his law degree from The University of Texas at Austin, and currently serves as a member of the U.T. Austin Development Board and the Marine Science Institute Advisory Council. Mr. Head has also served as a member of the Executive Committee of The Chancellor's Council, and is a former President of the U. T. Dads' Association.

Mr. Mark Martin of the Dallas law firm of Strasburger and Price continues to serve as the other director appointed by the Board of Regents.

9. U.T. Austin: Request for Permission for Individual to Serve on the Texas Automated Information Systems Advisory Council [Regents' Rules and Regulations, Part One, Chapter III, Sections 13.(10) and 13.(11)]

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's request for approval of the appointment of Dr. Charles Warlick, Director of the Computation Center at U.T. Austin, to the newly established Texas Automated Information Systems Advisory Council. It is further recommended that the U.T. Board of Regents find 1) that the holding of this office is of benefit to the State of Texas; and 2) that there is no conflict between his position as Director of the Computation Center and that of member of the Texas Automated Information Systems Advisory Council.

BACKGROUND INFORMATION

The Texas Automated Information Systems Advisory Council has been given authority to oversee purchases, leases, and conversions by state governmental bodies of automated information systems, which fall within certain jurisdictional amounts specified in the legislative statute which created the Council. The position to which Dr. Warlick has been appointed is one that is to be filled by an employee of a Texas state-supported institution of higher education who is knowledgeable in the management of computers and automated information systems.

The appointment of Dr. Warlick was made by Governor Clements on September 4, 1981, to be effective from September 1, 1981, to February 1, 1982. Dr. Warlick is not entitled to compensation for serving as a member of the Council, but will receive reimbursement for actual and necessary expenses incurred in the performance of his duties as a member.

This recommendation is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Civil Statutes, and Part One, Chapter III, Sections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

10. U. T. Austin: Proposed Agreement with the Texas Longhorn Education Foundation, Inc., for Use of Space in Bellmont Hall

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that the agreement between the Texas Longhorn Education Foundation (an external foundation the charter of which restricts its fund-raising activities to those which are of benefit to U.T. Austin) and the U.T. Board of Regents for and on behalf of U.T. Austin as set out on Pages AAC 15 - 16 be approved.

BACKGROUND INFORMATION

The Texas Longhorn Education Foundation, Inc. is providing the funds for enclosing, equipping, and furnishing certain space on the 9th level of Bellmont Hall at U.T. Austin. The Foundation wishes to use the enclosed space for development activities on home game days and, perhaps, on other special occasions that will be scheduled in advance through the Office of the Vice President for Student Affairs. The proposed agreement provides that U.T. Austin will have the full use of the facility at all times except on days when the U.T. Austin football team is playing in Memorial Stadium or when the Foundation has special events scheduled. The proposed agreement also provides that the Foundation will reimburse U.T. Austin for expenses directly attributable to the Foundation's use of the facility on game days and that the Foundation will hold the University harmless for any liability associated with the Foundation's use of the facility.

AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

1015
1015
1015

THIS AGREEMENT is by and between the Board of Regents of The University of Texas System (hereinafter called "Board"), for and on behalf of The University of Texas at Austin, and the Texas Longhorn Education Foundation, Inc. (hereinafter referred to as "Foundation").

WITNESSETH:

For and in consideration of the promise of the Foundation to pay the expenses of enclosing, equipping, and furnishing certain space located on the 9th level of Belmont Hall at The University of Texas at Austin (hereinafter referred to as "facility") and in further consideration of the promise of the Foundation to solicit funds for the benefit of the programs at The University of Texas at Austin, the Board hereby grants to the Foundation the exclusive use of the facility for development purposes on those occasions when The University of Texas at Austin has scheduled a football contest in Memorial Stadium. Said right of use by the Foundation shall be subject to the following conditions:

- (1) The University of Texas at Austin will have use of the facility at all times except on days when The University of Texas at Austin football team is playing in Memorial Stadium or when the Foundation has special events in the facility scheduled in advance through the Office of the Vice President for Student Affairs of The University of Texas at Austin.
- (2) The President of The University of Texas at Austin, the officers in the Office of the Chancellor of The University of Texas System, and the members of the Board of Regents shall have access to the facility during Memorial Stadium games and shall be entitled to bring guests.

- (3) The Foundation will reimburse the University for expenses directly attributable to the Foundation's use of the facility on game days.
- (4) The Foundation shall hold the Board and the University harmless from liability resulting from the Foundation's acts or omissions, or the acts or omissions of the officers, agents, or employees of the Foundation, incident to the use of the facility by the Foundation.

The term of this agreement is ten years from the date of its execution, and thereafter from year to year unless terminated by either party upon 180 days written notice to the other party.

EXECUTED this _____ day of _____, 1981.

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

ATTEST:

Executive Secretary
ARTHUR H. DILLY

By: _____
JAMES L. POWELL, Chairman

ATTEST:

TEXAS LONGHORN EDUCATION FOUNDATION

Frank P. Dennis
Secretary/Treasurer

Charles P. Orenor
Secretary

By: _____

Approved as to Content:

Approved as to Form:

Peter T. Flawn
Peter T. Flawn, President

James H. Brown
Office of General Counsel

11. U. T. Austin: Recommendation to Approve Private Fund Development Campaign for the College of Engineering Including the Naming of Facilities Other Than Buildings

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that, pursuant to the Regents' Rules and Regulations, Part One, Chapter VII, Section 2.44, a private fund development campaign on behalf of the College of Engineering of U.T. Austin be approved. The object of this campaign would be to help finance the construction and equipping of the Engineering Teaching Centers. It is further recommended that the campaign include the naming of rooms and laboratories for donors or their designees. The naming of specific rooms or laboratories, as well as the size of gifts required, would be subject to subsequent approval by the U.T. Board of Regents.

BACKGROUND INFORMATION

Construction of Engineering Teaching Center No. 2 is well underway and a third Engineering Teaching Center is expected to be completed within three years. The College of Engineering Advisory Council strongly feels that offering naming opportunities for rooms and laboratories would greatly enhance fund-raising efforts. All these fund-raising efforts would be coordinated with the U.T. Austin Development Board.

12. U.T. Austin: Recommendation to Accept Gift for the Winedale Historical Center and to Authorize Expenditures for Related Expenses

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept the historic Clay-Brooks Cedar House with an appraised value of \$85,000 from Mr. and Mrs. Peter G. Brooks and to authorize the expenditure of designated funds of approximately \$19,500 to move the house and restore the area where the house is presently located. The house would be restored to serve as a dining facility with a commercial kitchen and two guest rooms at the Winedale Historical Center complex.

Winedale staff members have advised that it would cost approximately \$220,000 to restore the house and purchase and install kitchen equipment and household furnishings. These funds will be provided by private donors and fund raising activities within the guidelines approved February 13, 1981, by the U.T. Board of Regents.

BACKGROUND INFORMATION

Mr. and Mrs. Peter Brooks of Houston, Texas, are members of the Winedale Advisory Council. They are offering to donate the Clay-Brooks Cedar House which is located on their farm at Brenham, Texas.

The Clay-Brooks Cedar House was constructed in 1856 and depicts the Southern Cottage which can be traced to the Medieval Yeoman Cottage of England. The House is both architecturally and historically significant and would be a welcome addition to the collection of structures at the Winedale complex.

- ✓ 13. U.T. Austin: Proposed Affiliation Agreement with Capital Area Rehabilitation Center, Austin, Texas

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that approval be given to an affiliation agreement by and between The University of Texas at Austin and the Capital Area Rehabilitation Center, Austin, Texas. The agreement was executed by the appropriate officials on September 15, 1981, to be effective upon approval by the U.T. Board of Regents.

BACKGROUND INFORMATION

This agreement is based on the model agreement approved by the U.T. Board of Regents on December 16, 1977, and will provide training opportunities for students in U.T. Austin's School of Social Work.

- ✓ 14. U.T. Austin: College of Engineering Foundation Advisory Council: Proposed Nominee Thereto (NO PUBLICITY UNTIL ACCEPTANCE IS RECEIVED)

RECOMMENDATION

The office of the Chancellor concurs with President Flawn's recommendation that Mr. O. Glenn Simpson, President of ARCO Oil and Gas Company, Dallas, be approved for nomination to the U.T. Austin College of Engineering Foundation Advisory Council for a term to expire in 1984.

BACKGROUND INFORMATION

This term remains unfilled since the previously approved nominee died after agreeing to serve.

In accordance with usual procedures, no publicity will be given to this nomination until acceptance is received and reported for the record at a subsequent meeting of the Board of Regents.

- ✓ 15. U.T. Austin: College of Fine Arts Foundation Advisory Council: Proposed Nominee Thereto (NO PUBLICITY UNTIL ACCEPTANCE IS RECEIVED)

RECOMMENDATION

The office of the Chancellor concurs with President Flawn's recommendation that Mr. Willis Johnson, banker, rancher and civic leader, San Angelo, be approved for nomination to the U.T. Austin College of Fine Arts Foundation Advisory Council for a term to expire in 1984.

BACKGROUND INFORMATION

This nomination is to fill a vacancy from an unfilled term.

In accordance with usual procedures, no publicity will be given to this nomination until acceptance is received and reported for the record at a subsequent meeting of the Board of Regents.

✓ 16. U.T. Dallas: Aerospace Heritage Foundation, Inc.: Proposed Appointment to the Board of Directors

RECOMMENDATION

The Office of the Chancellor concurs with Acting President Clark's recommendation to appoint Mr. M. Howard Megredy, former director of the City of Dallas Aviation Department, to the Board of Directors of the Aerospace Heritage Foundation, Inc. This appointment would fill an open position.

BACKGROUND INFORMATION

The Aerospace Heritage Foundation is an internal corporation as defined in Part One, Chapter VII, Section 6 of the Regents' Rules and Regulations and the U.T. Board of Regents is, under the charter of this corporation, authorized to appoint the Board of Directors and approve amendments to the Bylaws. A major purpose of the Aerospace Heritage Foundation is the support of U.T. Dallas' History of Aviation Collection.

Mr. Megredy's entire career has been spent in aviation and he is highly respected in that industry. The Board of Directors of the Aerospace Heritage Foundation concurs with this recommendation.

17. U. T. Dallas: Request for Approval of Amendment No. 3 to the Constitution of the Student Congress

RECOMMENDATION

The Office of the Chancellor concurs with Acting President Clark's recommendation that Amendment No. 3 to the Constitution of the Student Congress at U. T. Dallas set forth on Pages AAC 20 - 26 in congressional form be approved.

The proposed amendments would:

- (a) more clearly describe graduate student representation in terms of the institution's academic structure;
- (b) establish the same term of office for graduate and undergraduate representatives;
- (c) delete the requirement for staggered terms of Student Congress representatives;
- (d) insure consistency throughout the Constitution.

BACKGROUND INFORMATION

These amendments were proposed and presented before the U.T. Dallas student body in accordance with the provisions of the previously approved Student Congress Constitution. As part of the October 1, 1981, student government representative elections, the student body ratified the amendments.

The Constitution of the
STUDENT CONGRESS
of
The University of Texas at Dallas

STATEMENT OF PURPOSE

It is the primary purpose of the Student Government of The University of Texas at Dallas, hereafter known as the Student Congress, to represent the corporate Student Body and provide a unified voice in student dealings with individuals and agencies outside of that body. This includes, but is not limited to, the following:

1. Representing those ideals, goals, and programs which are of general interest to the Student Body, to the administration and other groups within and without the University structure.
2. Serving as a forum for the presentation of student interests and desires, determining which of these represents the opinions of a majority of the Student Body, and then acting as an agency to further the accomplishment of these goals.
3. Enhancing the intellectual life of the University, and ensuring that the opportunity is available for students to expose themselves to the widest possible range of contemporary thought and opinion.
4. Working with the administration and faculty to insure that adequate programs are provided to meet the students' needs for sports, recreation, and entertainment.
5. Advising the administration of student opinion of proposed University programs.

ARTICLE 1
STUDENT CONGRESS
Subarticle A

Section 1. Composition

The Student Congress of The University of Texas at Dallas shall be composed of two representatives from each undergraduate college and two graduate representatives from each [~~graduate~~] school.

Section 2. Term of Office

The term of office for all graduate and undergraduate representatives shall extend from the first day of October until the last day of September the following year. [~~Terms of office for graduate representatives shall be from the first day of May until the last day of April the following year.~~] Vacancies occurring in the Student Congress shall be filled in accordance with Article VII of this Constitution.

Section 3. Assumption of Office

A term of office shall be from the meeting in which one takes office immediately following one's election until such time as that office is vacated either constitutionally, by resignation, or by removal from office.

Section 4. Other Representation

The President and Vice President of the Student Body of The University of Texas at Dallas shall serve on the Student Congress.

Subarticle B

Section 1. Presiding Officer

The President of the Student Body shall preside over all meetings of the Student Congress and may vote in the event of a tie vote. The Vice President of the Student Body shall preside over all meetings and/or portions of meetings in the absence of the President.

Section 2. Quorum

One-half plus one of the current membership of the Student Congress shall constitute a quorum. The presence of three-fourths of the current membership of the Student Congress shall be necessary to vote on proposed amendments to this Constitution.

Section 3. Meetings

The Student Congress shall hold a regular meeting twice a month during the long semesters, and once a month during summer sessions.

[Subarticle-6]

[Section-1.--Staggered-Terms

~~The terms of the Student Congress members shall be staggered in the following manner:--Seats allotted for undergraduate representation shall be filled by election in the fall, while those seats allotted for graduate representation shall be filled by election in the spring and in accordance with Article IV of this Constitution.]~~

Subarticle [D] C

Section 1. Executive Director of Student Services

The Executive Director of Student Services shall be the advisor of the Student Congress.

Section 2. Faculty Advisor

One (1) faculty advisor for the Student Congress may be recommended to be appointed by the President of the University and shall serve without vote for one (1) year.

ARTICLE II
EXECUTIVE FUNCTION

Section 1. Executive Officers

The executive officers of the Student Congress shall be a President, a Vice President, a Secretary, a Treasurer, and a Parliamentarian, who shall fulfill the qualifications set forth in Article IV of this Constitution.

Section 2. Election of President and Vice President

The President and Vice President of the Student Government shall be chosen by an at-large election of the entire Student Body [~~to be conducted in conjunction with the election of graduate student government representatives~~] in the spring of each year.

Section 3. Selection of Other Executive Officers

The offices of Secretary, Treasurer, and Parliamentarian of the Student Congress shall be filled by the Student Congress from among its membership. Selection shall be by a plurality of Student Congress members present and voting.

Section 4. Term of Office

(1) The term of office for the President and the Vice President shall [~~correspond to the regular term of office of the graduate Student Government representatives~~] be from the first day of May until the last day of April the following year.

(2) The term of office for the Secretary, Treasurer, and Parliamentarian shall correspond to each session of the Student Congress.

ARTICLE III
FUNCTIONS AND POWERS
Subarticle A

Section 1. Legislative Power

The legislative power of the Student Body shall be vested in the Student Congress and shall be the highest level of elected Student Government of The University of Texas at Dallas.

Section 2. Powers and Responsibilities of the Student Congress

The Student Congress shall have the power and responsibility to:

- (1) Be the official representative of the Student Body.
- (2) At its option, express its opinions concerning any topic that is of interest to the Student Body and may discuss any questions or matters within the scope of this Constitution, or relating to the powers and functions of any organs provided for in this Constitution, and may make recommendations to any individual or group, or both, on any such matters or questions.
- (3) Recommend or enact legislation on any matter or question that rests entirely in the Student Body with the exception of those functions and powers reserved to the Student Judicial Board in Article VI of this Constitution.
- (4) Advise and consent to all appointments made by the President of the Student Body.

Section 3. Voting by Proxy

Voting by proxy on matters before the Student Congress, or other bodies set forth in this Constitution, shall not be allowed.

Section 4. Parliamentary Authority

Unless otherwise prescribed in this Constitution of the Student Congress of The University of Texas at Dallas, Robert's Rules of Order Newly Revised shall serve as the official rules of procedure.

Subarticle B

Section 1. Powers and Responsibilities of the President

The executive powers shall be vested in a President. The President shall have the power and responsibility to:

- (1) Preside at all meetings of the Student Congress.
- (2) Recommend legislation to the Student Congress.
- (3) Execute all legislation passed by the Student Congress.
- (4) Execute and enforce all decisions rendered by the Student Judicial Board.
- (5) Make all student appointments, subject to the advice and consent of the Student Congress.
- (6) Unless otherwise prescribed in this Constitution, set the agenda for all Student Congress meetings.
- (7) Exercise the option of voting in the case of a tie vote.

Section 2. Powers and Responsibilities of the Vice President

The Vice President shall have the power and responsibility to:

- (1) Assist the President in the execution of his/her duties.
- (2) Perform the duties of the President in the case of his/her absence, including exercise of the option of voting in case of a tie vote.
- (3) Become President, if the office of the President shall become vacant, for the remainder of the term of office in accordance with Article VII of this Constitution.
- (4) Serve as Chairperson of the Student Government Student Life Committee and act as a representative to the Academic Council Student Life Committee.

Section 3. Secretary of the Student Congress

The Secretary of the Student Congress shall:

- (1) Be an elected member of the Student Congress.
- (2) Maintain a record of all proceedings of the Student Congress.
- (3) Assist the President and Vice President in the execution of their duties.
- (4) Handle correspondence between other universities and organizations.

Section 4. Treasurer of the Student Congress

The Treasurer of the Student Congress shall:

- (1) Be an elected member of the Student Congress.
- (2) Maintain the financial records of the Student Congress.
- (3) Publish in the official University of Texas at Dallas newspaper by January 1 and June 1 of each year a financial statement which shall include amounts appropriated to each activity, total allocations to date, current balance to date, and any other information the Student Congress may designate.
- (4) Serve as a member of the Budget Committee.

Section 5. Parliamentarian of the Student Congress

The Parliamentarian of the Student Congress shall:

- (1) Be an elected member of the Student Congress.
- (2) Render all decisions regarding parliamentary procedure in accordance with Article II, Section 3, of this Constitution.
- (3) Assist the President and Vice President in the execution of their duties.
- (4) Serve as a member of the Rules Committee.

Section 6. Executive Committee

The Executive Committee shall consist of the President, Vice President, Secretary, Treasurer, Parliamentarian, and the Chairpersons of the Rules and Budget Committees.

ARTICLE IV
QUALIFICATIONS AND ELECTIONS

Section 1. General Qualifications

No person shall be a candidate or hold office under the authority of this Constitution unless he/she shall:

- (1) Be enrolled for at least a minimum workload of nine hours on the undergraduate level or six hours on the graduate level.
- (2) Be in good academic standing.
- (3) Be a regularly enrolled student in the program from which he/she was elected and remain a member of his constituency in order to continue membership in the Student Congress.

Section 2. Term of Office for President and Vice President

The President and Vice President may serve for only one term in the same office. A term shall consist of one year or any portion thereof prior to the next regularly scheduled Presidential election.

Section 3. Voting

No person shall be entitled to vote in an election held under the authority of this Constitution unless he/she is a regularly enrolled member of the Student Body.

Section 4. Elections

- (1) All elections provided for in this Constitution shall be administered by the Rules Committee.
- (2) To be elected President or Vice President of the Student Body, a candidate must receive forty percent of the votes cast for that office in a general Student Body election. If no candidate receives the required forty percent, or there is a tie, there will be a run-off between the top two candidates. If two candidates receive at least forty percent and neither receives a majority, there will be a run-off between these two candidates.

- (3) Write-in balloting shall not be accepted in any run-off election.
- (4) All other elections shall be decided by a plurality of the votes cast, provided that in the event of a tie vote, a run-off election shall be held.
- (5) Special elections may be called by the Student Congress by a two-thirds vote of the membership of the Student Congress.

ARTICLE V STANDING COMMITTEES

Section 1.

The standing committees shall consist of the Student Government Student Life Committee, the Rules Committee, the Budget Committee, and the Student Communications Committee.

Section 2. Composition

Each of the standing committees shall be composed of five members of the Student Congress, of which there shall be at least one undergraduate and one graduate member.

Section 3. Chairperson

(1) The Chairperson of the Student Life Committee and of the Student Communications Committee shall be an undergraduate. The Chairperson of the Rules Committee and of the Budget Committee shall be a graduate student.

(2) The Chairperson of each committee shall have the right to include items on the agenda of the Student Congress meetings.

Section 4. Committee Responsibilities

(1) The Student Life Committee shall be responsible for coordinating all student activities. It shall also serve as the official link between the students and faculty.

(2) The Student Communications Committee shall be responsible for all communications between the Student Congress and the Student Body, including student publications.

(3) The Rules Committee shall establish election procedures and administer the conduct of all elections within the framework of this constitution. It shall also give the Student Government recognition of all proposed student organizations.

(4) The Budget Committee shall be responsible for the preparation of the student budget and may administer the expenditure of the Student Government funds under the outlines of the laws of the State of Texas, the Rules and Regulations of the Board of Regents, and the Handbook of Operating Procedures for this institution.

ARTICLE VI STUDENT JUDICIAL BOARD

Section 1. Composition

The Student Judicial Board shall be composed of five (5) members of the Student Body who do not sit on the Student Congress, or hold any other elected or appointed student office on campus. Of the five (5) members, there shall be at least one undergraduate and one graduate member, the remaining members to be selected from either group.

Section 2. Term of Office

Members of the Student Judicial Board shall serve for the duration of their current academic degree programs.

Section 3. Presiding Officer

The presiding officer of the Student Judicial Board shall be the Chairman, and he/she shall be elected by the members of that body for his/her term of office.

Section 4. Selection Process

All members of the Student Judicial Board shall be selected by the Executive Committee and approved by a simple majority of the Student Congress.

Section 5. Constitutional Interpretation

The Student Judicial Board shall arbitrate over matters of interpretation of this Constitution and acts of the Student Congress. Any member of the Student Congress may petition the Student Judicial Board concerning any matter heretofore mentioned. The Student Judicial Board shall decide by unanimous consent of all its members whether to hear a case, and shall by a simple majority render a decision that shall be final and binding upon all concerned parties.

Section 6.

The Student Judicial Board shall act in any other such matters as directed by the President of The University of Texas at Dallas.

ARTICLE VII
VACATING AN OFFICE

Section 1. Removal from Office

(1) Any person serving under the provisions of this Constitution may upon petition by the Executive Committee or by one-fourth of the Student Congress be removed from office upon approval of two-thirds of the entire Student Congress.

(2) If at any time a person serving under the provisions of this Constitution can no longer meet the minimum requirements outlined for the office in this Constitution, that office automatically becomes vacant.

Section 2. Succession

If for any reason the office of President should become vacant, the Vice President shall become President. In the event that the Vice President cannot, or chooses not to, serve as President, a special election shall be held under the provisions of Section 3.

Section 3. Special Elections

Upon a vacancy occurring in any elected office, a special election shall be held to fill that vacancy within ninety days of the vacancy occurring or at the next general election, whichever comes first. Persons elected in special elections shall serve until the next regularly scheduled election for that office.

Section 4. Student Judicial Board Vacancies

Vacancies on the Student Judicial Board shall be filled as specified in Article VI of this Constitution.

ARTICLE VIII
RATIFICATION AND AMENDMENT

Section 1. Student Congress-Initiated Amendment

Any member of the Student Congress may propose amendments to this Constitution. The proposed amendment must lay on the table for thirty days, after which the Student Congress must vote on the proposed amendment. If three-fourths of the total membership of the Student Congress favor the amendment, it must be submitted to the Student Body for approval or disapproval.

Section 2. Student Body-Initiated Amendment

If ten percent (10%) of the Student Body petition the Student Congress to amend the Constitution, the Student Congress must call an election within thirty (30) days for approval or disapproval of said amendment.

Section 3. Ratification

Amendments to this Constitution shall become effective after ratification by two-thirds of the Student Body voting on said amendments in an election, after certification by the Chairman of the Election Committee that such amendments have been duly ratified, and after approval by the Board of Regents of The University of Texas System through its prescribed procedures.

Section 4. Permanent Copy

Such amendments shall be attached to the permanent copy of this Constitution preserved in the records of the Student Congress.

Section 5. Deletion and Substitution

Amendments by deletion and substitution are allowed.

Section 6. Ex-Post Facto

No proposed amendment or act of the Student Congress shall violate the rules of ex-post facto, concerning present individuals or organizations so named in this Constitution.

Section 7.

All provisions of this Article shall be conducted in accordance with all other provisions set forth in this Constitution.

✓ 18. U.T. Dallas: Proposed Appointment to the Lloyd Viel Berkner Professorship Effective Immediately

RECOMMENDATION

The Office of the Chancellor concurs with Acting President Clark's recommendation that Dr. Claud Stanley Rupert, Professor of Biology, be appointed to the Lloyd Viel Berkner Professorship, effective upon approval by the U.T. Board of Regents.

BACKGROUND INFORMATION

Dr. Rupert was among the first biology faculty members to be appointed to U.T. Dallas' predecessor institution, the Southwest Center for Advanced Studies, and was instrumental in making its biology program one of distinction. He is a nationally distinguished biophysicist, and has published numerous articles in refereed journals. He holds memberships in several professional societies and organizations, including the National Research Council/National Academy of Sciences Committee on Impacts of Stratospheric Change.

Dr. Rupert served as Dean of the School of Natural Sciences and Mathematics at U.T. Dallas from 1975 to 1980, and provided effective leadership for the school while continuing his contributions in teaching and research.

The Lloyd Viel Berkner Professorship is one of U.T. Dallas' nonendowed professorships.

✓ 19. U.T. El Paso: Proposed Affiliation Agreements with (a) Eastwood Hospital, Inc., d/b/a Eastwood Hospital, El Paso, Texas; (b) The Federal Correctional Institution, La Tuna, Texas; and (c) Texas Youth Council, El Paso House, El Paso, Texas

RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation that approval be given to affiliation agreements by and between The University of Texas at El Paso and the following facilities. The agreements were executed by the appropriate officials on the dates indicated below, to be effective upon approval by the U.T. Board of Regents.

<u>Facility</u>	<u>Agreement Executed</u>
(a) Eastwood Hospital, Inc., d/b/a Eastwood Hospital, El Paso, Texas	October 19, 1981
(b) The Federal Correctional Institution, La Tuna, Texas	November 2, 1981
(c) Texas Youth Council, El Paso House, El Paso, Texas	September 15, 1981

BACKGROUND INFORMATION

The agreements with The Federal Correctional Institution and the Texas Youth Council, El Paso House, will provide training opportunities for students in U.T. El Paso's social work program and are based on the model agreement for educational experiences in non-health related programs adopted by the U.T. Board of Regents on October 24, 1980. The agreement with Eastwood Hospital, Inc., d/b/a Eastwood Hospital, will provide training opportunities for U.T. El Paso's nursing students, and is based on the model agreement approved by the U.T. Board of Regents on December 16, 1977.

✓ 20. U. T. Permian Basin: Recommendation for Authorization to Lease Unused Mobile Home Sites to Students, Faculty and Staff

RECOMMENDATION

The Office of the Chancellor concurs in the recommendation of President Cardozier that the U. T. Board of Regents authorize leasing of unused mobile home sites to students, faculty and staff. Students will pay at the rate of \$75.00 per month and faculty and staff will pay at the rate of \$100.00 per month. Water and trash removal will be furnished by the University.

BACKGROUND INFORMATION

Dr. Cardozier, in making this recommendation has stated:

"In 1976, the Regents approved the construction of 100 trailer hookups and the purchase of 50 mobile homes to be used for student housing at U. T. Permian Basin. The mobile home units are presently used to a high level of occupancy.

"Due to the severe housing shortage in the Midland/Odessa area, and indeed shortage of spaces for parking mobile homes, it would be beneficial to the University to permit individuals to rent the remaining 50 spaces to park their own mobile homes. Rental would be on the same basis as student housing -- that is, fulltime students first priority and, then, making remaining spaces available for faculty and staff until such time as there are student applicants."

✓ 21. U.T. San Antonio: Request for Approval of a Proposed Loan Agreement with Mrs. Ruby Peace for Locating the Remaining Documents of the John Peace Collection in the U.T. San Antonio Library

RECOMMENDATION

The Office of the Chancellor concurs with President Wagener's recommendation to approve a proposed loan agreement with Mrs. Ruby Peace for locating the remaining documents of the John Peace Collection in the U.T. San Antonio Library. This loan agreement is set forth on Pages AAC 29-43 .

Approval of the agreement will allow the remaining documents of the John Peace Collection to be located at the U.T. San Antonio Library, but the title to the materials will remain in Mrs. Peace's name. When it becomes feasible and desirable, the title to the materials or groups of materials can be transferred to the University and removed from the list of materials on indefinite loan.

BACKGROUND INFORMATION

This loan agreement has been reviewed and approved by the Office of Academic Affairs and the Office of General Counsel. It will afford scholarly use of the documents in a way that is mutually beneficial to Mrs. Peace and U.T. San Antonio.

LOAN AGREEMENT

This is an Agreement between Mrs. Ruby Peace and the Board of Regents of The University of Texas System, for and on behalf of The University of Texas at San Antonio ("University").

WHEREAS, Mrs. Ruby Peace is the owner of an extensive collection of books, pamphlets, documents and manuscripts relating to the history of Mexico and Texas ("the Collection") which she desires to loan to the University for its use; and

WHEREAS, the Collection would be used, protected and maintained in the rare books and special collections area of the University; and

WHEREAS, Mrs. Ruby Peace wishes to retain title to the Collection, and to have the right to demand return of all or part of the Collection at any time; and

WHEREAS, University wishes to accept the Collection on the above described basis.

THEREFORE, in consideration of the mutual benefits to each of the parties, they hereby agree to such an arrangement subject to the following terms and conditions:

1. Mrs. Ruby Peace hereby tenders, and the University hereby accepts, the Collection (the inventory thereof is contained in Exhibit A) as a loan for an indefinite period subject to the right of Mrs. Ruby Peace to demand a return of all or part of the Collection at any time, and from time-to-time, by giving University written notice of at least ninety (90) days.

2. All rights of ownership and title to the Collection shall remain with Mrs. Ruby Peace.

3. The Collection will be made available for research and scholastic purposes which are proper in University's judgment, subject, however, to procedures acceptable to Mrs. Ruby Peace. If University desires to make the Collection available for any other purpose, or used in any other manner, it must first obtain Mrs. Ruby Peace's written approval.

4. The Collection shall be identified as a part of the existing "John Peace Collection" and shall be acknowledged as having been loaned by Mrs. Ruby Peace.

5. University shall encourage any person who uses the Collection in research leading to a published work to acknowledge such person's use of the Collection and Mrs. Peace's role in making it available, but University shall have no obligation or duty to see that such credit is given.

6. University shall, to the extent authorized under the constitution and laws of the State of Texas, indemnify and hold harmless Mrs. Ruby Peace from any damages, expenses, or other costs of any kind incurred by her because of the use or publication of any materials of the Collection.

7. The procedures for use, maintenance and security of the Collection are outlined in Exhibit B attached hereto, and the University will enforce such procedures. Except to the extent provided by the Constitution and laws of the State of Texas, University shall have no liability for loss of or damage to the Collection.

8. In the event of termination of the loan as above provided, the University shall return the Collection, or part thereof, to Mrs. Ruby Peace or deliver same pursuant to her instructions. All reasonable expenses incurred by University in connection with returning the Collection shall be reimbursed by Mrs. Ruby Peace.

9. This agreement shall not become effective until approved and executed by the Board of Regents of The University of Texas System and by Mrs. Ruby Peace.

SIGNED by the parties on the dates appearing below their signatures.

MRS. RUBY PEACE

THE UNIVERSITY OF TEXAS
AT SAN ANTONIO

By Miss Ruby Peace

By James H. Hays

Date: _____

Date: July 24, 1981

Approved as to Content:

Approved as to Form:

[Signature]
Chancellor of The University of
Texas System

[Signature]
Office of General Counsel

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM

Sec. Secretary ARTHUR H. DILLY

By: Chairman JAMES L. POWELL

Date: _____

Date: _____

EXHIBIT A - COLLECTION INVENTORY

Box I

1849-52 Alaman, Lucas. Historia de Mejico.
 1877 Anderson, Alex D. The Silver Country
 1844 Archer, William. Speech on Annexation of Texas
 1829 Austin, S. F. Broadside: Promissory Note for \$50.00
 1884 Bancroft, H. H. History of Texas and New Mexican States
 1859 Burlage and Hollingsworth. Abstract of Valid Land
 Claims
 1857 Domenench, Abbe Emmanuel. Journal Dun Missionaire
 Au Texas, Et Au Mexique
 1877 Fuller, Henry. Adventures of Bill Longley
 1835 Gutierrez Estrada, Jose Maria. Broadside: Decree
 of April 25, 1835
 1847 Lundy, Benjamin. The Life Travels and Opinions
 of Benjamin Lundy
 1889 McConnell, H. H. Five Years a Cavalryman
 1888 Nystel, O. P. Lost and Found; or, Three Months
 with the Wild Indians
 1829 Barbe-Marbois, M. Historie de la Louisiane
 1846 Sealsfiels, Charles. Das Cajutenbach Order
 Nationale Charakteristiken
 1939 Robles, V. A. La Primera Imprenta en Las Provincias
 Internas de Oriente: Texas, Tamaulipas, Nuevo
 Leon, y Coahuila
 1885 Smith, Ashbel. Report of the University Regents
 by Ashbel Smith
 1848 Abert, Report on New Mexico
 1833 Veramendi, Juan Martin. Memoria de Coahuila y Tejas
 Reglamento Para Los Presidios
 1770 Lorenzana. Historia de Nueva Espana
 1842 Adams, John Q. Braintree Speech
 [1860's] Domenech. Grand Deserts
 1786 Gazetas de Mexico. Tomo Segundo
 1845 Journals of the Convention
 1823 James' Expedition. 3 vols.

Box II

1842 Message of the President (Tyler)
 1859 The Prairie Traveler (Marcy)
 1836 Discurso del J. Q. Adams
 1556 Historia (Lopez de Gomara)
 1791 Travels Around the World (Pages, 1st English edition)
 1929 The Espejo Expedition into New Mexico (Luxan)
 Quivira Society
 1939 Mercurio Volante (Leonard) Quivira Society
 1835 Democracy in America (Toqueville - 2 vols.)
 1835 Proprium Festorium
 1861 The Constitution of the State of Texas as Amended
 in 1861
 1844 Letter of Walker
 Santa Anna Estatutos - Guadalupe
 Twenty Years Among the Mexicans
 1852 Report on the Boundry between U. S. and Mexico
 Case of Sam Houston (Ellsworth Speech)
 Message of Hays, Mexican Border Trouble
 1926 Four Decades of Catholicism in Texas
 Report on Indian Tribes of Texas (2 copies)
 1950 A Renaissance Gentleman in Texas (Harry Ransom)
 The Prairie Traveler (Marcy)
 Memoirs of Iturbide (2 copies)
 A Century on Main Plaza
 Journals of Frances Parkman (2 vols.)
 Early Explorations and Mission Establishments in Texas
 Coahuila and Texas (2 vols.)

- 1866 Message of Andrew Johnson - January 10, 1866
(Immigration of dissatisfied Citizens of U. S.
into Mexico)
- 1866 Instructions for land grants - DeCordova. Broadside
- 1866 Scout and Ranger - A. M. Pik
- 1831 Arcionega. S.F. Austin Grant. March 26, 1831
- 1843 Tesororerra Dept. de Chihuahua. Dec. 4, 1843
- 1837 Land Deed (Weischmeyer)
- 1839 Certificate of Stock Town of Sabine
- 1848 New York and Texas Land and Essay Assn.
- 1839 Certificate of Stock City of Galveston
Rep. Texas Jasper City Land
- 1827 Pr. Sesion de Estado (de los Morteros.) May 5, 1827
- 1842 Gobierno de Nuevo Leon (Le Ortega)
- 1829 Gobierno de Tamaulipas C. Victoria
- 1843 Semanario Politico de Nuevo Leon. Feb. 16, 1843
- 1843 Semanario Politico de Nuevo Leon. Jan. 5, 1843
- 1845 Immigration to Red River and Trinity Colony
- 1825 Leftwich Grant
- 1831 Arkansas and Texas Land Co.
- 1837 Texas Colorado and Red River Land Co.
- 1850 Memorial James Holford
- 1835 John White - S. F. Austin
- 1843 Texas Agr. Commerical Manufacturing Co.
- 1843 J. M. Monterde, Chihuahua - Texas Invasion
- 1844 Gob. and Com. Gen. de Chihuahua - Monterde
- 1829 Bocanegra. 2p. report
- 1842 Gob. de Nuevo Leon de Ortega. Feb. 13, 1842
- 1842 Gob. de Nuevo Leon de Ortega. Oct. 3, 1843
- 1831 Gob. de Tamaulipas Refugio Mission
- 1834 Estado Libre de Nuevo Leon
- 1839 Nuevo Leon Francisco Marquis. Aug. 29, 1839
- 1778 Handwritten document. 3pg. (mentions Calif. & Tx.)
- 1828 E. C. Suarez Tamalipas. Sept. 20, 1828
- 1843 Ministerio de Hacienda Trigueros. Aug. 2, 1843
- 1843 Ministerio de Hacienda Trigueros. March 16, 1843
- 1843 Ministerio de Hacienda Trigueros. Sept. 8, 1843
- 1840 Rep. of Texas, Mel Day to C. T. Thompson
- 1843 Alcabalas Papers and Bustamante. June 26, 1843
- 1860 San Antonio Court Martial
- 1837 Sam Houston deed to David C. Key
- 1833 Monclova. Santa Anna, Antonio Lopez de Victor Blanco
the rep.... Nov. 26, 1833
- 1835 Montgomery County. Deed. James Ford to Daniel
Bird. Feb. 24, 1835
- 1835 Mex. Laws. Uncultivated Lands. April 25, 1835
- 1838 Austin County. John Wheeler Bunton. A page from
the District...
- 1838 Montgomery County. Copy of petition...
- 1839 George W. Bonnell. Intelligence Office
Nov. 1, 1839
- 1841 Montg. County. Bond of Henrietta Stoner...
March 29, 1841
- 1841 Montg. County. Charles Bellinger Steward Bond
#129. Dec. 1, 1841
- 1843 Mexico. Antonio Lopez de Santa Anna.... March 16, 1843
- 1845 Louisville. Immigration to the Red River and Trinity
Colony. July 1845
- 1834 The Governor of the State of Coah. Jan. 27, 1834
- Box III Papers of the Texas Revolution. John H. Jenkins
(10 vols.)
- 1934 De Shields. Cynthia Ann Parker, The Story of
Her Capture
Resena Historicia de las Breva
Lang. The First Overland Mail
Zebulon Pike S. W. Expedition
Letters from Texas. Horace Greely
Dominguez Grant (Broadside)
- 1831 Matagorda Certificate to S. F. Austin signed by
Ira Ingram

1833 Matagorda Certificate signed by Ira Ingram
 History of Fort Bend County
 Prairiedom. Suthron
 Sage. Scenes in the Rocky Mountains
 Ramsey. The Other Side
 Life of General A. S. Johnston
 Jesse Sumpter. Paso del Augilar
 Eulogy on Ashbel Smith
 Historia Conquista de Mejico (9 vols.)
 Bringas. Sermon on Fr. Margil
 Life and Adventures of Kit Carson
 Brown's Report on Slavery

Box IV

1809 Corruption of Burr-Wilkinson
 Tributo a la Verdad
 1836 Manifiesto
 1837 Torne! Tejas y los Estados Unidos
 1839 Journal of the General Council of the Republic
 of Texas
 1859 Houston Speech on Watrous Gal.
 Nadar y Nadar (report on San Jacinto)
 Young Map of Texas
 Declaration of Causes (English/Spanish)
 1836 Travis Broadside (Letter "To the Citizens of Texas")
 Gregg. Commerce of the Prairies
 1891 Bourke. On the Border
 1848 Edwards. Campaign in New Mexico
 1848 Robinson. The Santa Fe Expedition (sketches of the west)
 1825 Answer of Augustus Stoops
 1837 Carta al Honorable Henrique Clay, Mexico
 1848 Tratado de Paz
 1836 Correspondencia - Philadelphia (map)

Box VI

1857 Message of the Executive in Regard to Mexican Carts
 1857 Report of the State Treasurer, Supt. of Schools
 1857 Annual Report of the Attorney General
 1857 1st Annual Report of the Trustees of the Texas
 Institution for the Education of the Blind
 1860 Annual Report of the Trustees of the Texas
 Institution for the Education of the Blind
 1941 Schmitz. Texas Statecraft
 1934 Bushick. Glamorous Days in Old San Antonio
 1927 The Opening of Texas to Foreign Settlement.
 Mary Austin Hatcher
 1855 Ures. Reglamento y Instruccion
 1839 Broadside. Colorado Navigation Co.
 1833 Monclova Imprint. May 6, 1833
 1835 Mexico City Imprint. April 22, 1835
 1835 Monclova Imprint. April 22, 1835
 1835 Monclova Imprint. May 17, 1835
 1835 Matamoros Imprint. July 30, 1835
 1843 Monterrey Imprint. Aug. 14, 1843
 1844 Monterrey Imprint. Sept. 17, 1844
 1845 Monterrey Imprint. April 27, 1845
 1834 Monclova Decree Establishing Municipalities
 1835 Monclova Inaugral Address. April 15, 1835
 1848 Robinson. Early Voyages in America
 1860 Buchanan. Message of the President relative to
 existing hostilities along the Rio Grande
 1859 First Report of the Progress of the Geological and
 Agricultural Survey of Texas

- 1857 Journal of the State of Texas - 7th Biennial Session
 1858 Appendix to the Journal of the State of Texas -
 7th Biennial Session
 1857 Report of the Secretary of State to the Governor
 in regard to the operation of his office.
 1859 Biennial Report of the Comptroller of Texas for
 the Fiscal Year 1858-59
 1859 Report of the Commissioner of the General Land
 Office 1858-59
 1859 Report of the Directors, Supt., Agent of the Texas
 Penitentiary
 1859 Report of the Supt. of the Lunatic Asylum of the
 State of Texas
 1857 First Annual Report of the President, Officers of
 the Texas Institution for the Education of the
 Deaf and Dumb
 1859 Second and Third Annual Reports of the President,
 Officers of the Texas Institution for the Education
 of the Deaf and Dumb
 1858 First Semi-Annual Report of the Supt. of the Lunatic
 Asylum of the State of Texas
 1858 Reports of the Select Committee of the Senate of
 Joint Resolutions Relative to the Arrest of
 Gen. William Walker
 1858 Annual Report of the Treasurer of the State of
 Texas
 1834 Decree #270. Broadside. Dividing the state into
 seven departments, Coahuila and Texas
 1845 Hale, Edward E. How to Conquer Texas before Texas
 Conquers Us.
 1899 Wooten. A Complete History of Texas
 1925 Gillette. Six Years with the Texas Rangers.
 Yale University Press
 1943 Gillette. Six Years with the Texas Rangers.
 Chicago: Lakeside Press
 1921 Gillette. Six Years with the Texas Rangers.
 Austin: Von Boeckmann-Jones
 1844 Broadside. Law decreed by the General Congress
 establishing the urgent needs of the Public
 Treasury. (Mexican document)
 1855 Gravier. Nouvelle Etude Sur La Salle
 1856 Mora. Works Between 1810-1825. Mexico y sus
 Revoluciones
 1953 History of the Texas Medical Association. Nixon
 1971 The French Legation in Texas (2 vols.)
 1929 Benitez, Jose R. Historia Grafica de la Nueva
 Espana. Camara Oficial Espanola de Comercio...

Box VII

Wheat, Carl I. Mapping the Transmissippi West

Box VIII

&

Box IX

- 1942-46 Alaman, Lucas. Coleccion de Grandes Autores
 Mexicanos bajo la direccion de Carlos Pereyra;
 ed. jus. Mexico. 11 vols.
 1761 Amorosa Contienda de Francia, Italia y Espana sobre
 la Augusta Persona del Senor Don Carlos III...
 Impresa en el R1 y mas antiguo Colegio de S.
 Ildefonso de Mexico. 208p.
 1842 Arancel General de Aduanas Maritimas y fronterizas.
 Press of Ignacio Cumplido, Mexico. 80p.
 1824 Arrillaga, Francisco. Memoria sobre Reformas del
 Arancel Mercantil que presenta El Secretario de
 Hacienda al Soberano Congreso Constituyente
 Imprenta del Supremo Gobierno, Mexico. 67p.

- 1772 Bonilla, Antonio. Berve compendio de la Historia de Texas.
- 1949 Bustamante, Carlos Maria de. El Nuevo Bernal Diaz del Castillo... Tomos I & II. Secretaria de Educacion Publica. 345p.
- 1958 Canonge, Elliott H. Comanche Texts. Oklahoma: Univ. of Oklahoma, Summer Institute of Linguistics. 156p.
- 1914 Carreno, Alberto M. Jefes del Ejercito Mexicano en 1847... Imprenta Fototipica de la Secretaria de Fomento, Mexico. 256p.
- 1901 Cartas Postales. Los Estados Unidos Mexicanos; Hoja No. 3. Estado de Coahuila (map)
- Cervantes de Salazar, Francisco. Mexico en 1554; Tres dialogos traducidos por Joaquin Garcia Icazbalceta; Notas preliminares de Julio Jimenez Rueda, Universidad Nacional Autonoma de Mexico. 190p.
- 1920 Coleccion de Documentos Historicos Mexicanos 1824-1891. Secretaria de Guerra y Marina; Tomo 1 Mexico. 272p.
- 1875 Coleccion Completa de las Disposiciones Legislativas, 1875. Manuel Dublan 7 Jose Maria Lozano. 5 vols.
- 1847 Despojo de los Bienes Eclesiasticos, Apuntes interesantes para la historia de la Iglesia Mexicana. Imprenta de Abadiano. 53p.
- 1930 Documentos para la historia de la tipografia Americana Biblioteca del Congreso de la Union; Imprenta de la Secretaria de Relaciones Exteriores; Mexico. Copy #107. 36p.
- 1849 Filisola, Vicente. Memorias para la Guerra de Tejas; segunda parte, Mexico. Tipografia de R. Rafael; 625p.
- 1844 Galvan, Mariano. Ordenanzas de Tierras y Aguas... Ordenanzas de Tierras y Aguas... 2nd ed. 184p.
- 1909 Gonzalez Obregon, Luis. Mexico Viejo y Anecdótico. Libreria de la vda. de Bouret, Mexico. 292p.
- 1946 Mariel de Ibanez, Yolanda. La Inquisicion en Mexico durante el siglo XVI. Universidad Nacional Autonoma de Mexico. 167p.
- 1906 La Inquisicion de Mexico; sus origines, jurisdiccion, competencia, procesos, autos de fe... Publicados por Genaro Garcia y Carlos Pereyra; Vol. V Libreria Vda. de Ch. Bouret. 287p.
- 1939 Lafora, Nicolas de. Relacion del viaje que hizo a los Presidios Internos... Con un Liminar Bibliografico y Acotaciones por Vito Alessio Robles Editorial Pedro Robredo. 335p.
- 1684-1700 Libro en que se asientan las informaciones que se hassen quando los Naturales quieren contraer Matrimonio. San Andres; Fr. Joseph Chacon Abril 1, 1684-Septiembre 1, 1700. 182p.
- 1811 Luna y Montejos, Gonzalo. Censura de las Cortes y Derechos del Pueblo espanol y de cada uno. Imprenta de Manuel Quintana, Cadiz. 72p.
- 1827 Memoria que en cumplimiento del articulo 120 de la Constitucion Federal de los Estados Unidos Mexicanos. Imprenta del Supremo Gobierno en Palacio. 26p.
- 1767 Neve y Molina, Luis de
Diccionario, Orthographia y Arte del Idioma Othomi Mexico

- 1934 Ocaranza, Fernando. Establecimientos Franciscanos en el Miserioso Reino de Nuevo Mexico. 199p.
- 1824 Ocios de, Espanoles Emigrados. Periodico; Num. 3 junio 1824. Vol. I; Londres, Imprenta de A. Macintosh; p. 193-288; No. 5, agosto 1824, Vol. II, p. 1-96
- 1833 Ordenanza militar para el Regimen, Disciplina, Subordinacion y Servicio del Ejercito...
- 1712-1731 Partidas de Baptismos de Indios. Parrochia de Sn. Joseph de los Naturales del pueblo de Sn. Andres de Tetepelco; Fray Francisco Rodriguez Abril 15, 1712 - Mayo 20, 1731 196p.
- 1841 Recopilacion de las Ordenes y Decretos Vigentes sobre el abono de tiempo de servicio doble y efectivo que debe hacerse a los militares... 60p.
- 1836 Regimiento Permanente de Cuautla, Ano 1836. Libreta en que constan las cantidades que recibe el Habilitado de dicho Regimiento. 34p.
- 1746 Salazar de la cana, Joseph. Origen de la Renta del Servicio y Montazgo... Imprenta de Joseph Gonzalez. 219p.
- 1955 Sanchez-Garza, J. La Rebelion de Texas; Diario de Jose Enrique de la Pena Ejemplar num. 23. 321p.
- 1824 Rivera, Emeterio. Libro de Secretos Raros. Ano 1824. 130p.
- 1938 Sanchez-Navarro, Carlos. La Guerra de Tejas. Memoria de un soldado. 186p.
- 1938 Valades, Jose C. Alaman, Estadista e Historiador. 576p.
- 1886 Zarate, Julio. Compendio de Historia General de Mexico, para uso de las Escuelas. 496p.
- 1836 La Guerra de Texas, Causa Formada al Gral. Filisola por su Retirada en 1836. 244p.

Box VIII

- 1773 Carta de Benta
- 1780 Mar. 28. Carta de Benta
- 1786 June 28. Mexico City. The Count of Galvez
- 1797 Oct. 1. Peace Treaty between France and Spain
- 1800 Oct. 24. Mexico City. Ignacio Maria Barrio
- 1802 June 4. Mexico City. Viceroy Marquina sends 2 copies...
- 1811-1846 Tepexi Puebla. Diary of Jose M. Osario
- 1812 Mexico. Discurso
- 1814 Mexico. Vacuna
- 1822 Mexico. Medina, Antonio
- 1823 May. Mexico. Alaman, Lucas
- 1824 July 19. Tamaulipas. Iturbide, Agustin
- 1826-1828 Mexico. Gomez Pedraza, Manl.
- 1827 Jan. 19. Mexico City. Circular from Army Hqs.
- 1827 Oct. 8. Mexico. Lorenzo de Zavala
- 1827 Mexico. Salgado, Tomas
- 1828-1846 Mexico City. Tornel, Jose Maria
- 1829 Nov. 6. Mexico City. Bocanegra, Jose Maria
- 1830 Aug. 21. Toluca, Mexico. Melchor, Muzquez
- 1831 May 19. Mexico City. Cervantes, Miguel de Gen.
- 1832 Oct. 22. Mexico City. Supreme Tribunal of War
- 1832 Nov. 26. Zacatecas Santa Anna, Antonio Lopez
- 1833 July 24. Mexico City. Gomez Farias, Valentin
- 1833 Aug. 7. Mexico City. Cholera
- 1833 Aug. 15-21. Mexico City. Cholera Epidemic
- 1833 Sept. 16. San Luis Potosi. Luis Guzman Speech.
- 1833 Sept. 17. Mariano Riva Palacio
- 1834 Feb. - Nov. Mexico. Vicente Filisola
- 1834 Ramon Rayon

1835 April 25. Decree regarding Disposing of Vacant Lands
 1835 May 23. Mexico City. Establishment of Law and Order
 1836 Jan. 12-Feb. 5. Guadalajara Romero to Bustamante
 1836 Jan. 20. Mexico City. Vallejo Treas. Dept. Sec. 1
 1836 July 15. Mexico City. Jose Gomez de la Cortina
 1836 July 29. Mexico City. Proposed Law for the
 Amortizment...
 1836 Oct. 15. Mexico City. Duplicate (see file)
 1837 April 5. Mexico City. Slavery
 1837 April 27. Mexico City. Bylaws for the Government
 1837 Jun-Nov. Mejico. Permanent General Inspection...
 1837 Aug. 3. Mexico City. Pavon, J. I.
 1839 Jul. 29. Mexico City. Agreement between Mexico
 and Great Britain
 1843 June 22. Mexico City. Jesuits to Educate the Indians
 1845 April 4. Mexico. Brig. Gen. Matias de la Pena...
 1845 Mayo 14. Mexico. Opinion of the United Commissions
 1845 Oct. 5. Mexico City Jose Gomez de la Cortina
 1852 Sept. 14. Mexico. Guillermo Prieto
 1862 Feb. 2. Veracruz. Dubois de Saligny...
 1865 Maximiliano Emperor
 1867 Sept. 20. Queretaro. Letter in French from Prince...
 [1500] Land Grant
 n.d. El Vigia (num. 2) The true Pronouncement...
 n.d. Quotes from Napoleon referring to military...

Box IX

1827 Dictamen de la Comision Primera de Hacienda de la
 camara de Representates del Congreso General de
 la Federacion Mexicana... Mexico. Imp. en la
 ex-ing...
 1828 Dictamen de la primera comision de hacienda de la
 camara de diputados sobre la propuesta...
 Mexico, Imp. del Aguila.
 1838 Ultimatum del Sr. Baron D effaudis somitado el
 Gobierno Megicano... Megico.
 1843 Oracion Civica que el ciudadano Mariano Otero
 pronuncio... Mexico, Imp. Vic. Garcia Torres,
 1843.
 1847 Segunda Protesta del Venerable Cabildo Metropolitano
 sobre el decreto...Mexico. Imp. de la Sociedad.
 1847 Tercera Protesta del Venerable Cabildo Metropolitano
 relativa...Mexico, Imp. de la Soe...
 1834 Informe dirigido por el Gobierno del Estado al
 H. Congreso Sobre su admin...
 1840 Exposicion que dirigen al congreso general los
 apoderados de los militares retirados.
 Mexico, J. M. Lara
 1844 Pauta de Comisos para el comercio interior de la
 repulbica. Zacatecas Ofc. de Gob.
 1838 Reglamentos para el gobierno Interior de los
 tribunales superiores de la Rep. Mex...
 1845 Ley Sobre Ordenanzas Municipales... Mexico, Garcia
 Torres
 1826 Esposicion de Sr. Gobernador de la Mitra sobre la
 exclusiva... Guadalajara, Urbano Sanroman.
 1849-1850 Fonseca, Fabian and Carlos de Urrutia Historia
 General de Real Hacienda... Mexico, Vicente
 Torres. 8 items.
 1936 Valades, Jose C. Santa Anna y la Guerra de Texas.
 Mexico, Imp. Mundial.
 Gaceta del Gobierno Imperial de Mexico... 9 items.
 1858 Reid, John C. Reid's Tramp or a Journal of the
 Incidents of ten months travel through...
 Selma, Alabama, John Hardy.

Box X

1830-1831 La Voz de la Patria (periodical) January 1830-
October 11, 1831

Box XII

1869 Texas Alamanac
1872 Texas Alamanac
1870 Decourvertes de La Salle. Gravier
1826 Flints Travels
Furber. Twelve Months Later
Expeditions of Z. M. Pike. 3 vols.
Battle of Buena Vista
1837 Col. Crocket in Texas
Jimmy Banks. Money, Marbles and Chalk
Solitary Star, Biography of Sam Houston
Lone Star Vanguard
1813-1939 Texas Newspapers
1852 Healey, J. T. Scott and Jackson
South America and Mexico
War with Mexico
The Justice of the Mexican War
Fiscal History of Texas
In Memorium, Jefferson Davis
Mexico in 1760 (map)
1847 Texas Indians
The Life of Stephen F. Austin
History of the Mexican War
The Mexican War and Its Warriors
History of the War with Mexico
Republic of Texas Indenture, framed
1776 Map. New Kingdom of Spain, 1st edition,
1st issue
Land Grant signed by Sam Houston
Republic of Texas currency. 20 dollar bill signed
by Sam Houston.
Manuscript poem in the hand of Anson Jones
1807-1842 Jose Enrigue De La Pena. Diary, Handwritten in
Spanish

Exhibit B - Procedures for Use, Maintenance and Security

A. Use

All patrons of the Rare Book and Special Collections Library are required to register as users (see attached form) and are provided an authorization card (attached). Each patron is provided a copy of the "Regulations Governing Use of Materials" (attached). Appropriate notice concerning copyright law is prominently displayed.

B. Maintenance

All materials in the collection will be housed in the Rare Book and Special Collections facilities of The University of Texas at San Antonio Library. The books in the collection will be shelved in the main reading room behind locked glass doors. The documents will be stored in the file cabinets in the room behind the main reading room.

The following environmental controls and conditions exist:

1. Temperature and humidity are maintained at $75^{\circ} \pm 1$ degree and $50\% \pm 5\%$.
2. Exterior glass is solar bronze tint which filters ultraviolet rays.
3. No direct sun reaches the windows and in times of high brightness drapes are drawn to reduce further the brightness of the room.
4. All fluorescent fixtures are fitted with ultraviolet filters.
5. All documents are maintained in acid-free archive folders.

C. Security

The materials in the collection will have adequate and appropriate security.

1. All exterior doors have alarms which signal campus security which monitors the system 24 hours per day.
2. A motion detector in the main room also signals campus security.

3. Heat and smoke detectors are located in all rooms and are part of the building fire alarm system.
4. When the facility is open, an electric eye system audibly signals entry into the reading room.
5. The file cabinets for documents are locked when not in use.
6. The glass doors in the cases holding books are locked.

LAW 75 11

AUTHORIZATION FOR ACCESS TO
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Authorized by _____
Special Collections Librarian

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THE UNIVERSITY OF TEXAS AT SAN ANTONIO LIBRARY
SPECIAL COLLECTIONS

Registration Form

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(Please present your ID with this form to attendant.)
Research purpose: Seminar Paper Thesis Dissertation
 Book Article General
Research Topic: _____

References: (local if possible)

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(b) Name _____ Address _____

I agree to abide by the regulations governing use of material in The University of Texas at San Antonio Library, Special Collections Department.

Signature: _____

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Date

THE UNIVERSITY OF TEXAS AT SAN ANTONIO LIBRARY
SPECIAL COLLECTIONS

Regulations Governing Use of Materials

We request that you observe the following rules for the safeguard of university research material:

1. Use of the Special Collections Department is available to those persons able to show specific research purposes and appropriate identification. At least two references are required (local if possible).
2. A searcher must register in the Reading Room each day materials are used.
3. Briefcases and other personal property will be left with attendant at the reference desk.
4. Smoking, eating, or drinking in the Reading Room and the stack area is forbidden.
5. Persons will maintain reasonable quiet to avoid distraction of others.
6. Special Collections material does not circulate, and may not be removed from the main reading room.
7. Access to the stack area of the Special Collections Department except in the company of a staff member, or by special permission of the Special Collections Librarian is forbidden. All material must be used in the Reading Room.
8. Searchers are asked to respect the fragile nature of some of the research material, to handle it with care and refrain from marking it in any way. Ink, fountain pens, paper clips, or rubber bands are not to be used on these materials.
9. Care must be exercised not to exert any pressure on material used, such as by resting an arm on a document, page, map, print, or photograph, or by writing notes on paper or cards placed on top of any of the research material.
10. Papers and manuscripts are generally in chronological or some other established order. If each item in a folder is turned like a page, the existing order in the folder will be preserved. Please notify a staff member if any papers are found to be misarranged.
11. Permission for xeroxing of material will be determined by the physical condition of items involved and will be done by a staff member. Requests should be reasonable. On a separate piece of paper, clearly indicate what is to be copied, place with the item, and give request to attendant. Each request will be considered in the light of available staff time and cannot always be rendered on demand. There is a charge of 5¢ per copy to be paid at the Special Collections reference desk.
12. All material must be returned to the attendant before leaving the Reading Room for an extended period.
13. Searchers are requested to stop work 10 minutes before closing time in order for materials to be returned to stacks.
14. Material that is to be quoted must be properly cited.

✓
22. U. T. Austin: Proposed Amendments to The Centennial Teachers and Scholars Program

RECOMMENDATION

The Office of the Chancellor concurs in the recommendation of President Flawn that the guidelines for the administration of The Centennial Teachers and Scholars Program be changed by amending Guideline f.(8) and adding a new Guideline f.(9) to read as follows:

- (8) that, should The Business School Foundation, The University of Texas Law School Foundation, The Lyndon Baines Johnson Foundation, The Texas Longhorn Education Foundation, Inc., or The University of Texas Foundation, Inc. (five [~~four~~] closely cooperating external foundations) elect to transfer to The University of Texas at Austin the corpus of any grant made to any of them on or after September 1, 1980 for the endowment of academic positions at The University of Texas at Austin, matching monies made available under The Centennial Teachers and Scholars Program will be available for matching purposes under these guidelines; and [✓]
- (9) that for each grant during the 1981-83 biennium to The Business School Foundation, The University of Texas Law School Foundation, The Lyndon Baines Johnson Foundation, The Texas Longhorn Education Foundation, Inc., or The University of Texas Foundation, Inc. that is irrevocably dedicated to fully fund one of the endowed academic positions listed in Section 4 of Chapter I of Part Two of the Regents' Rules and Regulations, The U.T. System Board of Regents will consider establishing within the University a matching endowed academic position of identical value, subject to certification by the Office of General Counsel that the terms of the grant to the Foundation irrevocably guarantee that the income from the endowment perpetually will be distributed to The University of Texas at Austin.

BACKGROUND

The five external foundations listed in the above recommendation are the external foundations which, at the present time, are engaged most actively in raising private funds for the benefit of The University of Texas at Austin. Conversations with the trustees of some of these foundations (most notably The University of Texas Law School Foundation) have indicated that the ability of these foundations to attract matching private grants for The Centennial Teachers and Scholars Program will be greatly enhanced if Guideline f.(9) is adopted.

**Health Affairs
Committee**

HEALTH AFFAIRS COMMITTEE
Committee Chairman Newton

Committee Meeting

Date: December 10, 1981

Time: 10:30 a. m.

Place: Room 437, Classroom Building, U. T. Permian Basin

Report and Recommendations to the Board of Regents

Date: December 11, 1981

Time: Following Report of the Academic Affairs Committee

Place: Conference Area, Fourth Floor - West End
Classroom Building, U. T. Permian Basin

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NOTE: The agreements recommended for approval by the Health Affairs Committee have been approved by an attorney of the Office of General Counsel unless otherwise indicated and are based on the model agreement adopted December 16, 1977. If the proposed agreements are not based on the model, then the documents are included in this volume.

1. U. T. System: Proposed Amendments to Plan for Professional Medical Malpractice Self-Insurance. --

RECOMMENDATION

Chancellor Walker recommends that Articles II, IV, VI, and XII of The University of Texas System Plan for Professional Medical Malpractice Self-Insurance be amended effective December 31, 1981. The recommended changes are shown below in congressional style.

a. Paragraph 2 of Article II (Definitions)

(a) 'medical staff members' shall mean: (1) medical doctors, oral surgeons, doctors of osteopathy, and podiatrists [employed-full-time by-a-medical-school-or-hospital-of-the-System] appointed to the full time faculty of a medical school or hospital of the System; medical doctors employed full time in health services at and by a general academic institution of the System; and interns, residents and fellows of such disciplines participating in a patient care program in the System; who are duly licensed and registered to practice their profession; and-(2) medical-students-who-are-duly-registered-in-a-medical-school-of-the-System. (2) medical doctors, oral surgeons, doctors of osteopathy, and podiatrists appointed to the faculty of a medical school or hospital of the System on a part time or volunteer basis, and who either devote their total professional service to such appointments or provide services to patients by assignment from the department chairman. For purposes of the Plan, such persons are 'medical staff members' only when providing services to patients by assignment from the department chairman; and (3) medical students who are duly registered in a medical school of the System.

b. Article IV (Conditions of Participation)

Section 1. Each person who is a medical staff member on the effective date of the Plan, and each person who becomes a medical staff member thereafter, shall be a participant in the Plan provided, however, that (1) each medical student, as an additional condition of participation, must pay into the Fund a fee in such amount or amounts, and at such time or times, as may be required by the Board; and (2) a medical doctor employed full-time in health services at and by a general academic institution of the System shall not become a participant unless and until (a) all medical doctors so employed by such institution elect to participate in the Plan, (b) such institution files with the Administrator a

written application, on behalf of such medical doctors, for participation in the Plan, and (c) such application is approved and accepted by the Administrator.

Section 2. Medical staff members as defined in Article II, (a), (2) above shall become participants in the Plan upon written designation by the chief administrative officer of the health care institution.

c. Paragraph 2, line 2 of Article VI (Supplementary Limits of Liability Endorsement)

With respect to the medical doctors, oral surgeons, doctors of osteopathy, and podiatrists [employed] appointed to the faculty or staff by the Houston Health Science Center and the University Cancer Center, the limits of liability applicable to 'each claim' under Article VI of the Plan shall be \$500,000 more than is applicable to Staff Physicians at other institutions and the 'aggregate per participant,' and 'annual aggregate' under Article VI of the Plan shall be (for each such category of limits) \$1,000,000 more than those applicable to Staff Physicians at other institutions.

d. Section 5, line 2 of Article XII (General Provisions)

Employment Non-Contractual. The System may terminate the [employment] appointment, internship, residency, fellowship, or student-school relationship of any participant as freely and with the same effect as if this Plan were not in operation.

The recommended change has the approval of the Office of General Counsel and the Council of Health Institutions.

BACKGROUND INFORMATION

Pursuant to the authority of Article 6252-26a, Vernon's Civil Statutes, The Board of Regents of The University of Texas System adopted the Professional Medical Malpractice Self-Insurance Plan to provide coverage for certain medical staff and medical students of The University of Texas System. The Plan went into effect April 1, 1977.

Professional liability coverage under the Self-Insurance Plan for certain categories of part-time and volunteer physicians, as recommended, was authorized by Senate Bill 814 which was passed by the Sixty-Seventh Legislature Regular Session and signed by the Governor on June 8, 1981.

✓ 2. U. T. Health Science Center - Dallas: Proposed Name for Non-endowed Professorships.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Sprague that the five nonendowed professorships established at the April 10-11, 1980 meeting of the U. T. Board of Regents be named the Ashbel Smith Professorships at the U. T. Health Science Center - Dallas. Persons to be appointed to these professorships will meet the criteria for appointment approved when the professorships were established and individual appointments to the professorships will receive prior approval of the U. T. Board of Regents. See Item 5, Page HAC - 6 for proposed appointment thereto.

BACKGROUND INFORMATION

At its April 10-11, 1980 meeting, the U.T. Board of Regents authorized the establishment, at all component institutions with instructional programs, of named nonendowed professorships similar to the Ashbel Smith Professorships previously established at The University of Texas at Austin and The University of Texas Medical Branch at Galveston. This action further stipulated that the name given these nonendowed professorships by each component institution "shall be approved by the Board of Regents based on recommendations from the institutional head and the Chancellor." The faculty and administration at the U.T. Health Science Center - Dallas have reviewed various possibilities and recommend that these nonendowed professorships at that institution be named the Ashbel Smith Professorships, in honor of the first Chairman of the U.T. Board of Regents.

3. U.T. Health Science Center - Dallas (U.T. Southwestern Medical School - Dallas): Proposed Appointment to the Fouad Bashour Professorship in Cardiovascular Physiology Effective January 1, 1982.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation that H. Fred Downey, Ph.D., be appointed as the first Fouad Bashour Professor of Cardiovascular Physiology, effective January 1, 1982, for a period of five years. This Professorship was established by the U.T. Board of Regents at the June 11-12, 1981 meeting.

BACKGROUND INFORMATION

The nominee is a 1968 graduate of the University of Illinois, and he served on the faculty there until 1972, when he joined the U.T. Southwestern Medical School - Dallas faculty in the Department of Physiology. He is currently Research Associate Professor of Physiology and Director of the Cardiovascular Research Laboratory at Methodist Hospital. His research, since joining the Health Science Center, has received national and international acclaim and his papers have been published in all the leading cardiovascular research journals. Since 1978, he has been awarded competitive research grants from the National Institutes of Health totaling over \$400,000.

He was unanimously recommended for this appointment by a special Committee comprised of senior members of the faculty who have been active in cardiovascular research. In keeping with the desire to ensure that the Bashour Professorship is held at all times by an individual who is actively engaged in **cardiovascular research**, the Committee also recommended that appointments to the Professorship be for five-year terms.

- ✓ 4. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Appointment to the Distinguished Chair in Human Nutrition Effective November 1, 1981.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation that Scott M. Grundy, M.D., be appointed to the Distinguished Chair in Human Nutrition, effective November 1, 1981. This Chair was established by the U.T. Board of Regents at the October 8-9, 1981 meeting.

BACKGROUND INFORMATION

The nominee was appointed Professor of Medicine and Biochemistry, effective November 1, 1981. Prior to accepting this position he was Professor of Medicine at the University of California at San Diego, and Chief of their Human Metabolism Section. He is a leader in the very small group of nutritionists who are solidly based in modern biomedical science and who do outstanding research as well as high quality clinical service and teaching. He has been elected to membership in several prestigious scientific organizations including the American Society of Clinical Investigation and is currently Chairman of the American Heart Association's Nutrition Committee.

- ✓ 5. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Appointment of Ashbel Smith Professor Effective Immediately.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Sprague to appoint Morris Ziff, M.D., Ph.D., as the first Ashbel Smith Professor at the U.T. Health Science Center - Dallas, to be effective immediately and contingent upon the approval of the naming of nonendowed professorships as proposed in Item 2 on Page HAC - 5.

BACKGROUND INFORMATION

The nominee was appointed Professor of Medicine and Director of the Division of Rheumatology at the U.T. Southwestern Medical School - Dallas in 1958. He is often referred to as the dean of rheumatologists and has probably trained more specialists in that field than any other person. He has achieved national and international recognition for his research and is outstanding both as a clinician and a teacher. He was nominated for this distinguished position by the unanimous vote of the faculty selection committee.

- ✓ 6. U.T. Galveston Medical Branch (U.T. Galveston Medical School): Proposed Appointment to the Robertson Poth Professorship in General Surgery Effective Immediately.--

RECOMMENDATION

The Office of the Chancellor concurs with President Levin's recommendation that Courtney M. Townsend, Jr., M.D., be appointed as the Robertson Poth Professor of General Surgery, effective immediately. This Professorship was established by the U.T. Board of Regents on February 4, 1972 and has been vacant since that date.

BACKGROUND INFORMATION

The nominee received his M.D. degree from U.T. Galveston Medical Branch in 1969 and served both his internship and residency in the U.T. Galveston Hospitals. He served as Assistant Professor of Surgery at the University of California, Los Angeles, School of Medicine from 1974-76, was Staff Surgeon and Surgical Director of the Intensive Care Unit, National Naval Medical Center, Bethesda, Maryland from 1976-78, and was appointed Associate Professor of Surgery at the U.T. Galveston Medical Branch in 1974. He is active in research, an excellent immunologist, a competent clinician, and an outstanding technical surgeon.

7. U.T. Galveston Medical Branch: Proposed Affiliation Agreements with (a) Permian Basin Rehabilitation Center, Odessa, Texas, (b) South Texas Children's Habilitation Center, San Antonio, Texas, (c) West Texas Rehabilitation Center, Abilene, Texas and (d) West Texas Rehabilitation Center, San Angelo, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Levin that approval be given to affiliation agreements by and between The University of Texas Medical Branch at Galveston and the following facilities. The agreements were executed by the appropriate officials on the dates indicated below, to become effective upon approval by the U. T. Board of Regents.

<u>Facility</u>	<u>Agreement Executed</u>
(a) Permian Basin Rehabilitation Center Odessa, Texas	October 28, 1981
(b) South Texas Children's Habilitation Center San Antonio, Texas	October 23, 1981
(c) West Texas Rehabilitation Center Abilene, Texas	October 26, 1981
(d) West Texas Rehabilitation Center San Angelo, Texas	October 26, 1981

PURPOSE

These agreements will provide clinical education experiences for occupational therapy students in the School of Allied Health Sciences.

- ✓ 8. U.T. Galveston Medical Branch: Recommendation to Establish the School of Allied Health Sciences Advisory Council and Proposed Nominees Thereto (NO PUBLICITY).--

RECOMMENDATION

The Office of the Chancellor concurs with President Levin's recommendation that in accordance with the Regents' Rules and Regulations, Part One, Chapter VII, Section 3, an Advisory Council be authorized for the School of Allied Health Sciences at U.T. Galveston Medical Branch, and the

individuals set forth below be approved as the initial nominees to membership for the terms indicated.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

Recommended Appointments to Membership

School of Allied Health Sciences Advisory Council

a. Membership

Authorized None

Recommended 10

b. Reappointments

None

c. New Appointments

For one year terms ending August 1982

The Honorable Wilhelmina Delco, Austin, Business:
Texas State Representative
Ms. Marie Hall, Galveston, Business: Businesswoman
Mr. Anthony English, Dallas, Business: Physical
Therapist

For two year terms ending August 1983

Ms. Teresa Lopez, Laredo, Business: Faculty member,
Laredo Junior College
Fernando A. Guerra, M.D., F.A.A.P., San Antonio,
Business: Pediatrician
Dr. Jack E. Stone (Ph.D.), Galveston, Business:
President, Galveston College

For three year terms ending August 1984

Mrs. Richard (Jan) Coggeshall, Galveston, Business:
Galveston City Councilwoman
Dr. Guadalupe Quintanilla (Ph.D.), Houston, Business:
Assistant Provost, University of Houston
Mr. Clyde Owen Jackson, Galveston, Business:
Postmaster, Galveston
Mr. A. J. Rodriguez, Galveston, Business: Businessman

c. New Appointments

None

d. Unfilled Terms

None

BACKGROUND INFORMATION

The proposed advisory council will provide advice on how the School of Allied Health Sciences can better meet its educational and service objectives, help disseminate information about the School, advise on the prospects for funding new programs and assist in evaluating current programs.

In accordance with usual procedures, no publicity will be given to these nominations until acceptances are received and reported for the record at a subsequent meeting of the Board of Regents.

9. U. T. Health Science Center - Houston: Proposed Operating Agreement and Bylaws Among the Houston Academy of Medicine, Baylor College of Medicine, Texas Woman's University, U. T. Institutions at Houston, and Texas Medical Center, Inc., for Library Services of the Houston Academy of Medicine - Texas Medical Center Library.--

RECOMMENDATION

The Office of the Chancellor concurs with President Bulger's recommendation that approval be given to the proposed Agreement and Bylaws of The Houston Academy of Medicine - Texas Medical Center Library (the Academy) and other participating institutions including Baylor College of Medicine (Baylor), Texas Woman's University (TWU), The University of Texas institutions at Houston (The University), and Texas Medical Center, Inc. (the Center) dated April 15, 1981. The original agreement, dated December 2, 1970, and the amendment thereto, dated October 11, 1973, are completely revoked and superseded. See Pages HAC 10-23 for proposed Operating Agreement and Bylaws.

BACKGROUND INFORMATION

In commenting on the proposed agreement, President Bulger states, "This agreement provides for the joint governance of the Library by a Library Board to be composed of two representatives from the Academy, three from Baylor, three from The University, and one from both TWU and the Center. It is the responsibility of the Library Board to appoint an Executive Director to serve as the Library's chief executive officer, to empower the Executive Director with appropriate rights and responsibilities, to review the Library's management, responsiveness and quality of operations, assure that adequate financial controls are maintained, and to determine the compensation and benefits of the Library's Executive Director. Additionally, the Library Board shall approve an annual budget for the Library, determine the level of support required by each institution for general maintenance and operation of the Library, and require a written Annual Report from the Executive Director."

The increase in memberships on the Library Board from two to three each for Baylor College of Medicine and The University of Texas Institutions at Houston gives them a majority of six of the eleven representatives on the Library Board. The only other significant change in the agreement, incorporated in Article 15, page 4, specifies an annual payment from the Library to the Houston Academy of Medicine for the Library's exclusive use of library space in the Jesse H. Jones Library Building to be based on the Library's proportionate share of the Academy's actual building operating costs (excluding depreciation) as is determined from the audited building expenditures for each year. The level of support by each institution for this cost as well as for general maintenance and operation of the Library will be determined by the Library Board. The agreement has been approved by an attorney of the Office of General Counsel.

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is executed by and among the Houston Academy of Medicine (hereinafter called "the Academy"), Baylor College of Medicine (hereinafter called "Baylor"), Texas Woman's University (hereinafter called "TWU"), The University of Texas institutions at Houston (hereinafter called "The University"), and Texas Medical Center, Inc. (hereinafter called "the Center"), all of which entities are referred to collectively herein as the "Participating Institutions."

W I T N E S S E T H:

WHEREAS, the Operations of a library in the Texas Medical Center (hereinafter called "the Library"), have been governed by the provisions of an Operating Agreement dated December 2, 1970 and an amendment thereto dated October 11, 1973 to which the Participating Institutions are parties;

WHEREAS, it has been determined that the Library should remain a joint endeavor and that the Participating Institutions should continue to have an interest and responsibility in the development and operation of the Library:

THEREFORE, in consideration of the premises hereinafter set forth, it is agreed that the governance of the Library shall be pursuant to the terms of this Operating Agreement, and the Operating Agreement dated December 2, 1970 and the amendment thereto are hereby completely revoked and superseded.

ARTICLE 1. The name of the Library shall be "The Houston Academy of Medicine - Texas Medical Center Library" (hereinafter referred to as "the Library.")

ARTICLE 2. The purpose of the Library shall be to carry on work of an exclusively public charitable, literary, scientific, and educational nature and more particularly to advance and disseminate knowledge of the science of medicine in order to promote public health and further human welfare.

ARTICLE 3. It being agreed by the parties hereto that the joint governance of the Library by the Participating Institutions will best serve the furtherance of the purpose for which it is organized, it is hereby agreed that the responsibility for the continued development of the Library shall be in accordance with the following provisions.

ARTICLE 4. A Library Board shall be constituted as the Library's governing board. Recognizing that the best interests of the Library will be served by having each Participating Institution represented on the governing board that oversees the continuing development of the Library, it is agreed that the Library Board shall be composed of two representatives from the Academy, three representatives from Baylor, three representatives from The University, one representative from TWU and one representative from the Center.

ARTICLE 5. The Library Board shall have the following authority and responsibilities:

- a. The Library Board shall be the governing body of the Library.
- b. The Library Board shall appoint the Executive Director, who shall serve as the Library's chief executive officer, and shall empower the Executive Director with such rights and responsibilities with respect to the operations of the Library as the Library Board deems appropriate. The Library Board will monitor and review the performance of the Library's management and the responsiveness and quality of the Library's operations; it shall assure that adequate financial controls are maintained; and it shall determine the compensation and benefits of the Library's Executive Director.
- c. The Library Board shall approve an annual budget for the Library.

ARTICLE 6. The title to that property of the Library which was owned by one of the Participating Institutions on December 2, 1970, shall remain the property of such Institution. The title to all property of the Library acquired after December 2, 1970, and all future acquisitions, shall be vested in the Participating Institutions in a proportionate way as is determined by the Library Board.

ARTICLE 7. The level of support by each institution for the general maintenance and operation of the Library shall be determined by the Library Board.

ARTICLE 8. Each Participating Institution recognizes a continuing financial responsibility for the maintenance, operation, and upkeep of the Library commensurate with its utilization thereof and benefit derived therefrom, both potential and actual. Accordingly, each Participating Institution agrees to cooperate fully with the Library Board and with each other in using its best efforts to solicit financial participation from other user institutions both within and without the Texas Medical Center, from the lay community, charitable foundations or trusts, and other appropriate sources. All donations made for the use, benefit and purposes of the Library shall come under the control of the Library Board.

ARTICLE 9. The needs of the Participating Institutions and other supporting institutions shall serve as the primary basis for determining the scope of the operations of the Library and its expansion and growth.

ARTICLE 10. Each Participating Institution shall be fully responsible for its members, students, faculty, and employees in their relationships with the Library.

ARTICLE 11. The Board shall require a written Annual Report from the Executive Director.

ARTICLE 12. The Library Board has the authority to designate a legal agent and representative of the Library Board for the application for grants and for the receipt of grants, contracts

or gifts from federal government sources including, but not limited to, the National Institutes of Health, the National Library of Medicine, other agencies of the federal government, for both operating and capital funds.

ARTICLE 13. In the event a Participating Institution withdraws from this agreement, it shall be entitled to any property to which it has title in accordance with Article 6 and a settlement, if any, will be determined in negotiations between the Library Board and the withdrawing institution.

ARTICLE 14. Notwithstanding anything contained in this agreement to the contrary, for so long as is required under Part B of Title VII of the Public Health Service Act for Construction of Teaching Facilities for Medical, Dental and other Health Personnel, 42 U.S.C.A. § 293 et. seq. (1971) and Title 42 C.F.R. Part 57, Subpart B, Grants for Construction of Teaching Facilities for Health Professions Personnel, with respect to securing federal funding for renovation of, and construction of a library addition to, the Jesse H. Jones Library Building, it is agreed that at all times Baylor and The University shall have together a majority in interest on the Board.

ARTICLE 15. The annual payment from the Library to the Houston Academy of Medicine for the Library's exclusive use of library space in the Jesse H. Jones Library Building, located at 1133 M.D. Anderson Boulevard, Houston, Texas 77030 will be based on the Library's proportionate share of the Academy's actual building operating costs (excluding depreciation) as is determined from the audited building expenditures for each year. It is recognized that the amount of the payment to be included in the Library budget for each coming year must be based on an estimate of the costs to be incurred in such year. Accordingly, considering the costs incurred for the previous year, but also taking into account all factors which may cause an increase or decrease in future building operating costs, the Academy shall estimate the payment for each coming year

as part of the annual proposed budget presented to the Library Board for approval. If at the end of any year the audit shows that the amount estimated in the budget exceeded the actual building operating costs for such year, then such excess shall be carried over and applied to next year's payment, and if the amount estimated in the budget was less than the actual building operating costs for such year, then such deficit shall be included in the payment to be made to the Academy in the next year. Any proposed alteration, renovation or major repair of the portion of the building used for Library purposes, other than routine or emergency maintenance, shall be presented by the Academy to the Library Board for approval of its pro rata share as part of the estimated budget for the coming year.

ARTICLE 16. Amendments to this Operating Agreement shall be adopted by the Library Board subject to ratification by the chief executive officer or other appropriate representative from each Participating Institution.

ARTICLE 17. This Operating Agreement is a fully integrated agreement, and no parol agreement of any kind shall modify, expand, or in any way affect the terms hereof.

EXECUTED in multiple originals this 15th day of April 1981.

BAYLOR COLLEGE OF MEDICINE

Attest:



William Butler
President

HOUSTON ACADEMY OF MEDICINE

Attest:



Warren J. Raymond
President, Board of Trustees

TEXAS MEDICAL CENTER, INC.

Attest:

Allen DeBart

[Signature]
Executive Vice President

TEXAS WOMAN'S UNIVERSITY

Attest:

Terry Brisius

Mary Evelyn Huey
President

THE UNIVERSITY OF TEXAS

Attest:

John P. Peneth

Roger J. Bulger
President, University of Texas
Health Science Center at Houston

Attest:

Julia Jones

Charles A. L. Maisto
President, University of Texas
System Cancer Center

BYLAWS
of the
HOUSTON ACADEMY OF MEDICINE - TEXAS MEDICAL CENTER LIBRARY

ARTICLE I

NAME AND PURPOSE

Section 1. Name. The name of the library is the Houston Academy of Medicine - Texas Medical Center Library.

Section 2. Purpose. The purpose of the Library shall be to carry on work of an exclusively public, charitable, literary, scientific, and educational nature and more particularly to advance and disseminate knowledge of the health sciences in order to promote public health and further human welfare.

ARTICLE II

MEMBERSHIP

Section 1. Participating Institutions. Those institutions who were parties to the Operating Agreement of April 15, 1981 and who thereby have the responsibility for the continued development of the Library. These same institutions currently make up the entire representation on the Library Board. These institutions are:

Baylor College of Medicine

The Houston Academy of Medicine

Texas Medical Center, Inc.

Texas Woman's University

University of Texas Institutions at Houston

Section 2. Supporting Institutions. This term shall refer to non-Participating Institutions which are assessed annually according to the established assessment procedures.

Section 3. Associate Members. Other institutions or individuals who do not fall into Sections 1 and 2 above, shall fall into the category of Associate Members as follows:

- a. Individual Members. Persons engaged in independent research, study, or teaching may apply for membership in this category. This membership shall be subject to a fee established annually by the Library Board.
- b. Organizational and/or Professional Members.
A non-profit organization may obtain associate membership with the Library. A business may obtain an associate membership with the Library. These memberships shall be subject to a schedule of fees established annually by the Library Board.

ARTICLE III

LIBRARY BOARD

Section 1. A Library Board shall be constituted as the Library's Governing Board.

Section 2. Members. The Library Board shall be composed of two representatives from the Houston Academy of Medicine, three representatives from Baylor College of Medicine, three representatives from the University of Texas, one representative from Texas Woman's University, and one representative from the Texas Medical Center, Inc.

Section 3. Appointment to Library Board Membership. The Chairman of the Library Board shall annually request each Participating Institution to appoint or reappoint a representative or representatives to serve on the Library Board for the Library's succeeding fiscal year. Each institution shall at the same time appoint its alternate representative or representatives equal to the number of representatives the institution has on the Board, who shall attend Library Board meetings in an official capacity when designated by the representative or representatives who cannot attend. Each institution may have in addition one alternate, in attendance in an unofficial capacity for informational purposes who may participate in the discussions at the

discretion of the Chairman or by a majority vote of the Board members present. If neither a representative nor an alternate representative can attend the Board meeting, a proxy representative may be designated to attend by a representative or an alternate representative. Alternate or proxy representatives in attendance in an official capacity shall have all the rights and privileges of the representatives.

Section 4. Changes in the Library Board Membership. The Library Board may recommend changes in the number of representatives from one or more of the Participating Institutions by initiating amendment of the Operating Agreement. Baylor College of Medicine and the University of Texas Institutions at Houston shall at all times for the effective period of the amendment of the Operating Agreement dated October 11, 1973, have a combined majority in interest on the Board.

Section 5. Officers of the Library Board. The officers of the Library Board shall be the Chairman, the Chairman-elect, and the Secretary, each of whom shall be from a different Participating Institution. The officers shall be elected by the Board annually. The chairmanship shall not reside in the representatives of a single institution for more than three consecutive years.

Section 6. Duties of the Officers. The chairman shall have general supervision and authority over the business and affairs of the Library Board. The chairman shall preside at all meetings of the Board and shall have such other powers and duties as are commonly incidental to the chairmanship of a Board, or as may be prescribed by the Board. The powers and duties of the chairman shall, in the chairman's absence or inability to act, devolve upon the chairman-elect and, in the latter's absence, upon the secretary. The secretary shall keep, or cause to be kept, a faithful record of all meetings of the Board; shall cause notices of the meetings of the Board to be sent to the members of the Board as the Bylaws require; shall

perform all such duties as usually pertain to the office of the secretary; and shall also do and perform all such other duties as may from time to time be imposed by the Board. The three officers of the Board shall meet well in advance of the beginning of each Library fiscal year to recommend and submit to the Finance Committee for inclusion in the Library's budget proposal the salary and other benefits to be accorded to the Executive Director of the Library for the succeeding fiscal year.

Section 7. Authority and Responsibilities. The Library Board shall have the following authority and responsibilities:

- a. The Library Board shall be the governing body of the Library.
- b. The Library Board shall approve an annual budget for the Library based on the resources anticipated.
- c. The Library Board shall appoint the Executive Director, who shall serve as the Library's chief executive officer, and shall empower the Executive Director with such rights and responsibilities with respect to the operations of the Library as the Library Board deems appropriate. The Library Board shall monitor and review the performance of the Library's management and the responsiveness and quality of the Library's operations; it shall assure that adequate financial controls are maintained; and it shall determine the compensation and benefits of the Library's Executive Director.
- d. The Library Board shall designate when appropriate a legal agent and representative of the Library for the application for grants, contracts, or gifts from federal government sources including, but not limited to, the National Institutes of Health, the National Library of Medicine, other agencies of the federal government, for both operating and capital funds.

Section 8. Regular Meetings. The Library Board shall meet every other month on the third Wednesday at 12 Noon beginning with the second month of the Library's fiscal year.

Section 9. Special Meetings. A special meeting of the Library Board may be called at any time. It may be called upon the concurrence of three Library Board members with at least two days' notice. If budgetary matters are to be discussed, at least one week with a confirmed notice shall be required.

Section 10. Notice of Meetings. Notice stating the place, day and hour and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each Board member at the direction of the chairman, or the officers or persons calling the meeting.

Section 11. Quorum. At all regular or special meetings a simple majority of Board members entitled to vote and present in person shall constitute a quorum.

ARTICLE IV

COMMITTEES OF THE LIBRARY BOARD

Section 1. Executive Committee. There shall be an Executive Committee comprised of the officers of the Library Board and two other Library Board members, to a total of five, to be appointed by the Chairman. Each of the five Participating Institutions shall be represented on the committee. The Executive Committee shall have power and authority as delegated by the Board to act for the Board between Board meetings, but the Executive Committee shall report any actions taken at the Board meeting immediately following such actions.

Section 2. Other Standing Committees. Standing committees shall be established by the Board and shall include a Finance Committee and a Nominating Committee. All members of standing committees shall be appointed by the Library Board chairman. The Finance Committee shall have representation from each Participating Institution.

Section 3. Ad Hoc Committees. Ad Hoc Committees may be created by the Board, or by the Board chairman between meetings. Appointments to ad hoc committees shall be made by the Board chairman.

ARTICLE V

RESPONSIBILITIES OF INSTITUTIONS AND ASSOCIATE MEMBERS

Section 1. Financial Responsibility. Each Participating Institution recognizes a continuing financial responsibility for the maintenance, operation, and upkeep of the Library commensurate with its utilization thereof and benefit derived therefrom. Accordingly, each Participating Institution agrees to cooperate fully with the Library Board and with each other in using its best efforts to solicit financial participation from other user institutions both within and without the Texas Medical Center, from the lay community, charitable foundations or trusts, and other appropriate sources. All donations made hereafter for use, benefit, and purposes of this Library shall come under the control of the Library Board.

Section 2. Other Responsibilities. Each Participating Institution, upon the request of the Library, shall be responsible for instituting appropriate disciplinary action with respect to its members, students, faculty, and employees in their relationships with the Library. Associate Members are likewise responsible for their relationships with the Library.

ARTICLE VI

EXECUTIVE DIRECTOR OF THE LIBRARY

The Executive Director shall be the chief operating officer of the Library under the general policy direction of the Library Board. The Executive Director shall have charge of the operations of the Library and the conduct of its administration, including responsibility for financial planning and development, which includes the preparation of an annual budget. The Executive Director shall call to the attention of the Board all matters

requiring the Board's decision with respect to general policy and shall carry out the policies adopted by the Board in regard to management of the Library and the nature and quality of its collections and services.

ARTICLE VII

ANNUAL REPORT

The Library Board shall require a written Annual Report from the Executive Director.

ARTICLE VIII

OWNERSHIP OF LIBRARY MATERIALS AND EQUIPMENT

The title to that property of the Library, which was owned by one of the Participating Institutions on December 2, 1970 and identifiable as such, shall remain the property of such institution. The title to all property of the Library acquired after December 2, 1970, and all future acquisitions, shall be vested in the Participating Institutions in a proportionate way as is determined by the Library Board. However, this shall not preclude the appropriate disposal of materials from the Library collection as deemed necessary by the Executive Director.

ARTICLE IX

ADVISORY COMMITTEES

Section 1. Institutional Library Committees. Each Institution may designate one or more library committees.

Section 2. Purpose. The purpose of these library committees shall be to advise with the Executive Director on present and future needs and trends with respect to the Library's services and collections. The committees shall thereby serve as a mechanism whereby the user institutions shall have direct input into the operations and collection development of the Library.

Section 3. Meetings. The committees shall meet with the designated representative or representatives from the Library at least annually.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Library shall be as determined by the Library Board and at this time has been determined to be from January 1 through December 31.

Section 2. Amendments: These bylaws may be amended or repealed by an affirmative vote of a majority of the Library Board at any regular or special meeting, provided that notice of such proposed actions shall be included by the Secretary in the call for the meeting, and provided that the amendment or repeal does not require a change in the Operating Agreement in effect at the time, unless the Operating Agreement itself has been changed.

April 15, 1981

- ✓ 10. U.T. Health Science Center - Houston (U.T. Medical School - Houston): Request for Approval to Change the Name of the Department of Family Practice and Community Medicine to the Department of Family and Community Medicine (Catalog Change).--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Bulger that approval be given to change the name of the Department of Family Practice and Community Medicine in the U.T. Medical School - Houston to the Department of Family and Community Medicine. If approved by the U.T. Board of Regents, this proposal will be forwarded to the Commissioner of Higher Education, Coordinating Board, Texas College and University System for information.

BACKGROUND INFORMATION

The consolidation of the Department of Family Practice and Community Medicine into one Department in the U.T. Medical School - Houston was approved by the U.T. Board of Regents on August 14, 1981. Subsequent to that approval, in discussions involving President Bulger, Dr. Frank Webber, Chairman of the new Department and Dr. Ernst Knobil, new Dean of the Medical School, it has been decided that a more appropriate title would be the Department of Family and Community Medicine.

- ✓ 11. U.T. Health Science Center - San Antonio: Proposed Affiliation Agreement with Dallas County Hospital District, Dallas, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation by President Harrison that approval be given to the affiliation agreement set out on Pages HAC 25 - 29 by and between the U.T. Health Science Center - San Antonio and the Dallas County Hospital District, Dallas, Texas. The agreement was executed by the appropriate officials on August 1, 1981, and will become effective upon approval by the U.T. Board of Regents.

PURPOSE

This affiliation agreement will provide training opportunities for students in the School of Allied Health Sciences.

HEALTH CARE
EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

THIS AGREEMENT made the 1st day of August, 1981, by and between THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO ("University"), a component institution of The University of Texas System, ("System"), and Dallas County Hospital District ("Facility"), a hospital district having its principal office at 5201 Harry Hines, Dallas, State of Texas.

WITNESSETH:

WHEREAS, Facility now operates Parkland Memorial Hospital facilities located at 5201 Harry Hines, in the City of Dallas, State of Texas, and therein provides health care services for persons in need of such services; and University provides an academic program with respect to health care; and,

WHEREAS, University periodically desires to provide health care related educational experiences for its students, which are not otherwise available to them under the existing program of University, by utilization of appropriate facilities and personnel of Facility; and,

WHEREAS, Facility is committed to a goal of providing the best obtainable supply of personnel educated in the field of health care as being in the best interest of Facility, and believes that achievement of such goal can best be accomplished by affording health-care students the opportunity to participate in meaningful educational experiences as a part of an academic health care program, through utilization of appropriate facilities and personnel of Facility; and,

WHEREAS, in order to accomplish such objectives, University and Facility intend to establish and implement from time to time, one or more educational experience programs which will involve the students and personnel of University, and the facilities and personnel of Facility;

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived therefrom and from the program or programs established and implemented by said parties, University and Facility agree that any program agreed to by and between Facility and University, during the term of this Agreement, for purposes of achieving the above described objectives of said parties (hereinafter called "Educational Experience Program", or "Program"), shall be

covered by and subject to the following terms and conditions:

1. The Program shall not become effective until all agreements between the parties with respect to Program have been reduced to writing ("Program Agreement"), executed by the duly authorized representatives of Facility and University, and approved in writing by the Chancellor of The University of Texas System.

2. The Program may be cancelled by either party by giving such written notice to the other of its intention to terminate the Program as provided in the Program Agreement; provided, however, that the Program shall automatically terminate upon termination of this Agreement.

3. In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.

4. After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of Facility and University, and approved by the Chancellor of The University of Texas System.

5. Except for certain acts to be performed by University pursuant to express provisions of this Agreement, Facility hereby agrees to furnish the premises, personnel, services, and all other things necessary for the Educational Experience Program, as specified in the Program Agreement, and, in connection with such Program, further agrees:

- (a) To comply with all Federal, State and Municipal laws, ordinances, rules and regulations applicable to performance by Facility of its obligations under this Agreement, and all applicable accreditation requirements, and to certify such compliance to University or other entity when requested to do so by University.
- (b) To permit the authority responsible for accreditation of University's curriculum to inspect such facilities, services and other things provided by Facility pursuant to this Agreement as are necessary for accreditation evaluation.
- (c) To appoint a person to serve for Facility as liaison (Liaison) to the faculty and students engaged in the Program; provided, however, that no person not having the prior written approval of University shall be appointed Liaison; and, in such connection

Facility shall furnish in writing to University (not later than thirty (30) days prior to the date the Liaison appointment is to become effective) the name and professional and academic credentials of the person proposed by Facility to be Liaison, and within ten days after receipt of same, University shall notify Facility of University's approval or disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies Facility in writing, Facility will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this sub-paragraph (c).

6. University hereby agrees:

- (a) To furnish Facility with the names of the students assigned by University to participate in the program.
- (b) To assign for participation in the Program only those students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, all as determined by University in its sole discretion, and (2) who have entered into a written agreement with University and Facility that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of University and Facility.
- (c) To designate a member of the University faculty to coordinate with Facility through its Liaison the learning assignment to be assumed by each student participating in the Program, and to furnish to Facility in writing the name of such faculty member.

7. Students participating in the program shall not be considered employees of the Facility.

8. The Facility does not provide liability insurance for students participating in the Program and it shall be the responsibility of the student to obtain such coverage.

9. Students participating in the Program agree to abide by all rules and regulations of the Facility. Should any student fail to conform to any rule or

regulation of the Facility the University agrees to promptly withdraw such student from the Program at the Facility following 10 days' written notice by the Facility to the University if such deficiencies have not been corrected.

10. All notices under this Agreement shall be provided to the party to be notified in writing, either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a party when received by such party's designated representative.

11. All the agreements between the parties on the subject matter hereof have been reduced to writing herein. No amendments to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties, and approved by the Board of Regents of The University of Texas System.

12. No oral representations of any officer, agent, or employee of Facility or The University of Texas System, or any of its component institutions, (including, but not limited to University), either before or after the effective date of this Agreement, shall affect or modify any obligations of either party hereunder or under any Program Agreement.

13. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assignees; provided, however, that no assignment by either party shall be effective without prior written approval of the other party. A delay in or failure of performance of either party shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent such delay or failure is caused by occurrences beyond the control of either party.

14. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System. If so approved, this Agreement shall become effective on the date of such approval, and shall continue in effect for an initial term ending one (1) year after the date and year of execution by Facility and University, and after such initial term, from year to year unless one party shall have given one hundred eighty (180) days' prior written notice to the other party of intention to terminate this Agreement. If such notice is given, this Agreement shall terminate: (a) at the end of the term of this Agreement during which the last day of such one hundred eighty (180) day notice period falls; or, (b) when all students enrolled in the Program at

- ✓ 12. U.T. Health Science Center - San Antonio: Proposed Affiliation Agreements with (a) Dallas Society for Crippled Children, Dallas, Texas, (b) Floresville Memorial Hospital, Floresville, Texas, (c) St. Luke's Lutheran Hospital, San Antonio, Texas, and (d) Bexar County (Medical Examiner's Office), San Antonio, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Harrison that approval be given to affiliation agreements by and between The University of Texas Health Science Center at San Antonio and the following facilities. The agreements were executed by the appropriate officials on the dates indicated below, to become effective upon approval by the U.T. Board of Regents.

<u>Facility</u>	<u>Agreement Executed</u>
a. Dallas Society for Crippled Children Dallas, Texas	February 2, 1981

This agreement will provide a clinical training site for students in the School of Allied Health Sciences.

b. Floresville Memorial Hospital Floresville, Texas	October 12, 1981
c. St. Luke's Lutheran Hospital San Antonio, Texas	September 30, 1981

These agreements will permit the development of program agreements for the Schools of Nursing and Allied Health Sciences.

d. Bexar County (Medical Examiner's Office) San Antonio, Texas	October 21, 1981
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This agreement will provide training opportunities in forensic pathology for pathology residents and students.

13. U.T. Cancer Center: Proposed Affiliation Agreement with St. Paul Hospital, Dallas, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with President LeMaistre's recommendation that approval be given to an affiliation agreement by and between The University of Texas System Cancer Center and St. Paul Hospital, Dallas, Texas. This agreement was executed by the appropriate officials on **August 28, 1981**, and will become effective upon approval by the U.T. Board of Regents.

PURPOSE

This agreement will enable the two institutions to develop cooperative programs for the training of personnel in care and management of cancer patients.

BUILDINGS AND GROUNDS COMMITTEE
Committee Chairman Richards

Committee Meeting

Date: December 10, 1981

Time: 1:30 p. m.

Place: Room 461, Classroom Building, U. T. Permian Basin

Report and Recommendations to the Board of Regents

Date: December 11, 1981

Time: Following Report of the Health Affairs Committee

Place: Conference Area, Fourth Floor, West End
Classroom Building, U. T. Permian Basin

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U. T. SYSTEM

1. (University Lands) - Addition to Hal P. Bybee Building, Midland, Texas (Project No. 101-471): Report of Committee Award of Construction Contract to Ramon Galindo and Sons, Odessa, Texas 3

U. T. ARLINGTON

2. Central Services Building - Request for Project Authorization; Submission to Coordinating Board; Completion of Final Plans and Specifications; Subject to Coordinating Board Approval and Final Review of Bidding Documents, Authorization to Advertise for Bids; and Appropriation Therefor 3
3. School of Nursing, Including General Classroom and Office Facilities (Project No. 301-292): Site Development and Landscaping - Request to Increase Scope of Landscaping and Additional Appropriation Therefor 5

U. T. AUSTIN

4. East Campus Site, Street and Parking Improvements (Project No. 102-270): Request for Approval of Final Plans and Authorization to Advertise for Bids 5

U. T. EL PASO

5. Facilities Control and Monitoring System: Request for Project Authorization; Appointment of Project Engineer to Prepare Final Plans; and Appropriation Therefor 6

6. Refurbishment of Graham Hall: Request for Project Authorization; Completion of Plans and Specifications, Bid Advertisement, Contract Awards and Completion of Project by U. T. El Paso Administration; and Appropriation Therefor 7
7. Liberal Arts Building - Improvements to Existing Mechanical Systems: Request for Project Authorization; Appointment of Project Engineer to Prepare Final Plans; and Appropriation Therefor 8
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9. Sun Bowl Road - Improvements to South Section of Existing Roadway: Request for Project Authorization; Appointment of Project Engineer to Prepare Final Plans; Request to Submit Project to Coordinating Board; Subject to Coordinating Board Approval, Authorization to Advertise for Bids 9
- U. T. HEALTH SCIENCE CENTER - DALLAS
10. Hoblitzelle Building - Animal Resources Facility - Refurbishment of Ninth Floor: Report of Award of Construction Contract to American Terrazzo Co., Dallas, Texas 10
- U. T. GALVESTON MEDICAL BRANCH
11. George and Magnolia Willis Sealy Conference Center (Formerly Referred to as George Sealy Home) - Roof Repair - Request for Project Authorization; Completion of Plans and Specifications; Bid Advertisement; Contract Award; and Appropriation Therefor 11
12. Construction of Underground Telephone Conduit - Request for Project Authorization; Completion of Plans and Specifications; Bid Advertisement; Contract Award; and Appropriation Therefor 12
- U. T. HEALTH SCIENCE CENTER - HOUSTON
13. Cyclotron Facility (Project No. 701-514): Presentation of Preliminary Plans and Cost Estimate; Request to Submit to Coordinating Board; Subject to Coordinating Board Approval, Request to Prepare Final Plans and Additional Appropriation Therefor 13
14. Student/Faculty Apartment Project (Project No. 701-432): Request to Grant Underground Easement to City of Houston for Water Meters 13
- U. T. CANCER CENTER
15. Rotary International House - Recommendation to Accept Proposal for Consulting Services to Assess the Economic Feasibility of Providing Housing to Accommodate Outpatients of the U. T. M. D. Anderson Hospital and Tumor Institute, and Appropriation Therefor 17

1. U. T. System (University Lands): Addition to Hal P. Bybee Building, Midland, Texas (Project No. IUI-471) Report of Committee Award of Construction Contract to Ramon Galindo and Sons, Odessa, Texas

RECOMMENDATIONS

The Office of the Chancellor recommends that the Board approve the action taken by the Special Committee at its meeting on October 14, 1981, in awarding a construction contract for the Addition to the Hal P. Bybee Building, Midland, Texas, to the lowest responsible bidder, Ramon Galindo and Sons, Odessa, Texas, in the amount of the base bid of \$83,281 which is within previously appropriated funds.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on August 14, 1981, bids were called for and were received, opened and tabulated on October 1, 1981, for the Addition to the Hal P. Bybee Building, Midland, Texas, as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Bond</u>
Ramon Galindo & Sons, Odessa, Texas	\$83,281	5%
Pace Construction Co., Midland, Texas	\$102,000	5%
J. W. Cooper Construction Co., Inc., Odessa, Texas	\$109,000	5%

The Special Committee appointed by the U. T. Board of Regents at their meeting held on October 9, 1981, consisting of Director Kristoferson, Chancellor Walker, Regent Newton, Regent Milburn and Regent Richards, met on October 14, 1981, to evaluate the bids for the Addition to the Hal P. Bybee Building, Midland, Texas. A construction contract in the amount of \$83,281 was awarded to Ramon Galindo and Sons, Odessa, Texas, the lowest responsible bidder.

2. U. T. Arlington: Central Services Building - Request For Project Authorization; Submission to Coordinating Board; Completion of Final Plans and Specifications; Subject to Coordinating Board Approval and Final Review of Bidding Documents, Authorization to Advertise for Bids; and Appropriation Therefor

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Nedderman that the Board:

- a. Authorize construction of a Central Services Building at an estimated total project cost of \$3,000,000, and authorize submission of the project to the Coordinating Board, Texas College and University System

- b. Authorize completion of the final plans and specifications by the U. T. Arlington Department of Physical Plant in consultation with the Office of Facilities Planning and Construction
- c. Authorize advertisement for bids, subject to approval of the Coordinating Board and completion of final review of the bidding documents by the Office of Facilities Planning and Construction
- d. Appropriate \$3,000,000 from the Ad Valorem Tax Proceeds and the Interest Earned thereon for the estimated total project funding.

BACKGROUND INFORMATION

As part of the U. T. Arlington Long-Range Campus Development Plan, a Central Services Building has been planned by U. T. Arlington Administration to centralize support functions necessary to serve all educational facilities on the campus. The proposed facility consists of 55,200 gross square feet with adjacent outdoor covered space of 4,224 gross square feet on a west campus site south of the existing stadium. The proposed building is estimated to cost \$3,000,000 and will include the following operations:

- A. Physical Plant Administration
- B. Print Shop and Design Graphics
- C. Safety Office
- D. Purchasing Office
- E. Accounts Payable
- F. Shipping and Receiving
- G. Equipment Inventory Personnel
- H. Postal Distribution
- I. Central University Supply

In a letter to Chancellor Walker, President Nedderman explains the need and project funding as follows:

"Since early 1977, planning and thought has been given to a facility which would provide space for a number of services that would compliment each other and provide a more efficient operation while providing a better service to the educational departments on campus. It will also free badly needed space in the area of the central campus. Three years ago, we began to visualize and program the facility that was needed, but this was shattered by the emasculation of the Ad Valorem Tax Fund.

"We continued to draw plans for the facility with the hope that funds would become available. At August 31, 1981, we received a rather sizable distribution of Ad Valorem Tax Funds from the State Comptroller which will enable us to construct such a facility."

Since funding for this needed support facility is now available, an expedited project schedule for all necessary reviews and approvals will minimize inflationary erosion of construction funds.

The report of bids will be presented to the Board for consideration of a contract award at a future meeting.

3. U. T. Arlington: School of Nursing, Including General Classroom and Office Facilities (Project No. 301-292) Site Development and Landscaping - Request to Increase Scope of Landscaping and Additional Appropriation Therefor

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Nedderman that the Board:

- a. Authorize an increase in the scope of landscaping for the School of Nursing project at an estimated total cost of \$162,800 by addition to the existing construction contract or separate contract services, whichever is to the advantage of the University
- b. Appropriate \$162,800 to the School of Nursing project from Interest Earned on Ad Valorem Tax Proceeds to provide the total cost of the additional site development and landscape work.

BACKGROUND INFORMATION

In February 1980, a construction contract was awarded for the School of Nursing, including general classroom and office facilities. Completion of the project is scheduled for late Fall 1982. The scope of landscaping work at contract award included site development and landscaping, mainly to the southwest of the building and on the north side adjacent to Fourth Street. Since the start of construction, U.T. Arlington Administration has recognized the need to close one block of Fourth Street between College and West Streets on the north side of the Nursing Building to provide improved pedestrian circulation by construction of a landscaped mall. This extension of site development of the School of Nursing is estimated to cost \$162,800, inclusive of fees and related project expenses. Funding of this increased scope of landscaping is available from Interest Earned on Ad Valorem Tax Proceeds.

4. U. T. Austin: East Campus Site, Street and Parking Improvements (Project No. 102-270) - Request for Approval of Final Plans and Authorization to Advertise for Bids

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Flawn that the Board:

- a. Approve the final plans and specifications for East Campus Site, Street and Parking Improvements at an estimated total project cost of \$1,807,000
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future meeting for consideration.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on August 14, 1981, final plans have been prepared

for East Campus Site, Street and Parking Improvements by the Project Architect, John C. Robinson, Jr., Austin, Texas.

Improvements offered by this project include revised and improved vehicular traffic flow made necessary by the closing of Red River and San Jacinto Boulevard and the construction of new Red River and Inner Campus Drive; sidewalk construction and security lighting for pedestrian traffic safety; orderly and efficient parking with improved ingress and egress; modest amounts of landscaping and irrigation to assure the survival of existing trees and upgrade the appearance of the area to normal campus standards; and grading and storm sewer improvements to control runoff of surface water.

The estimated total project cost of \$1,807,000 will be funded from Pooled Interest on Bond Proceeds and Available University Fund.

5. U. T. El Paso: Facilities Control and Monitoring System - Request for Project Authorization; Appointment of Project Engineer to Prepare Final Plans; and Appropriation Therefor

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Monroe that the Board:

- a. Authorize design of a campus wide facilities control and monitoring system at an initial estimated total project cost of \$1,000,000
- b. Appoint a Project Engineer from the list on Page B & G 7 to prepare final plans and specifications and a detailed cost estimate which will be presented for consideration at a future Board meeting
- c. Authorize funding of the project by making the following appropriations:
 - \$500,000 - funds appropriated by the 67th Legislature
 - \$500,000 - Unexpended Plant Funds, Unappropriated Balances from Interest Earnings on Combined Fee Revenue Bonds, Series 1970 - 1974.

BACKGROUND INFORMATION

In a letter to Executive Vice Chancellor Jordan, President Monroe outlines the need for this project as follows:

"In order to provide for a more energy-efficient utility control system on campus, approval is requested for the installation of a fully computerized building environment control system. This system would allow for energy conservation and cost avoidance through computer supervision of utility metering, heating, cooling, lighting, start/stop, alarm monitoring, alarm logging, trend logging, power management and maintenance. This system will serve approximately 80% of campus buildings with an estimated utility savings of 10 percent.

"Costs are estimated at \$1,000,000 of which \$500,000 has been appropriated in the Appropriations Bill of the 67th Legislature. The remaining \$500,000 will be obtained from unappropriated balances generated by interest earnings on combined fee revenue bonds, Series 1970 - 1974, in Unexpended Plant Funds."

List of Firms Proposed for Appointment

<u>Project Engineer</u>	<u>Recent UT System Projects</u>
Goetting & Associates, San Antonio, Texas	Houston HSC and UT Cancer Center Facilities Control & Monitoring System, Consulting Engineer
William E. Wallis & Associates San Antonio, Texas	Previous experience as Consulting Engineer with Architect on UT System projects

- ✓ 6. U. T. El Paso: Refurbishment of Graham Hall - Request for Project Authorization; Completion of Plans and Specifications, Bid Advertisement, Contract Awards and Completion of Project by U. T. El Paso Administration; and Appropriation Therefor

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Monroe that the Board:

- a. Authorize the refurbishment of Graham Hall at an estimated total project cost of \$155,000
- b. Authorize completion of plans and specifications, bid advertisement, contract awards and completion of the project by actions of the U. T. El Paso Administration, Physical Plant Department or Contract Services, in consultation with the Office of Facilities Planning and Construction
- c. Appropriate \$155,000 from Unexpended Plant Funds, Interest Earned on Combined Fee Revenue Bonds, Series 1970-1974 for the estimated total project funding.

BACKGROUND INFORMATION

In a letter to Executive Vice Chancellor Jordan, President Monroe outlines the need for this project as follows:

"The interior of Graham Hall, constructed in 1917, is in a poor state of repair. The floor plan does not permit efficient utilization of space for offices and classrooms, and electrical wiring is in poor condition. Complete renovation of ceilings, floors, and walls is necessary to bring this building up to the standards of other campus office and classroom facilities.

"Total costs of this refurbishing project are estimated at \$155,000, which would be funded from unappropriated balances

generated by interest earnings on combined fee revenue bonds, Series 1970-1974, in Unexpended Plant Funds."

The proposed scope of this renovation project can be managed by the U. T. El Paso Physical Plant Department with their own forces and/or contract services. The aggregate of contract services will not exceed \$100,000.

7. U. T. El Paso: Liberal Arts Building - Improvements to Existing Mechanical Systems - Request for Project Authorization; Appointment of Project Engineer to Prepare Final Plans; and Appropriation Therefor

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Monroe that the Board:

- a. Authorize improvements to existing building mechanical systems within the Liberal Arts Buildings at an estimated total project cost of \$157,000
- b. Appoint a Project Engineer to prepare final plans and specifications which will be presented to the Board at a future meeting
- c. Appropriate \$157,000 from Unexpended Plant Funds, Interest Earned on Combined Fee Revenue Bonds, Series 1979, for the estimated total project funding.

BACKGROUND INFORMATION

In a letter to Executive Vice Chancellor Jordan, President Monroe outlines the need for this project as follows:

"The existing mechanical system in the Liberal Arts Building at The University of Texas at El Paso is inadequate. Air conditioning systems (both heating and cooling) in this 1959 building are outdated. They do not provide for adequate air delivery, are without appropriate control systems, and are not energy-efficient. It is proposed that a project be undertaken to modernize the mechanical and distribution systems in this building."

Proposed funding of the estimated project cost of \$157,000 is from Unappropriated Balances generated by Interest Earnings on Combined Fee Revenue Bonds, Series 1979, in Unexpended Plant Funds.

U. T. El Paso Administration recommends that the Board appoint Coupland-Moran and Associates, El Paso, Texas, as the Project Engineer because of the firm's expertise and considerable knowledge of the existing mechanical systems.

- ✓ 8. U. T. El Paso - Central Library (Project No. 201-473): Request for Approval of Final Plans and Authorization to Advertise for Bids

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Monroe that the Board:

- a. Approve the final plans and specifications for the new Central Library at an estimated total project cost of \$28,800,000
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on October 9, 1981, final plans and specifications for construction of the new Central Library have been prepared by the Project Architect, Fouts Gomez Moore, Inc., El Paso, Texas. This new six level, 275,000 gross square foot structure will provide centralized library facilities for the U. T. El Paso campus including stack space for 1,200,000 volumes, study and reading space with a seating capacity of 2,420, offices for library administration, necessary work areas, and service facilities.

Anticipated source of project funding is from Permanent University Fund Bond Proceeds.

- ✓ 9. U. T. El Paso: Sun Bowl Road - Improvements to South Section of Existing Roadway - Request for Project Authorization; Appointment of Project Engineer to Prepare Final Plans; Request to Submit Project to Coordinating Board; Subject to Coordinating Board Approval, Authorization to Advertise for Bids

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Monroe that the Board:

- a. Authorize improvements to the south section of Sun Bowl Road at an estimated total project cost of \$200,000
- b. Appoint a Project Engineer from the list on Page B & G 10 to prepare final plans and specifications
- c. Authorize submission of the project to the Coordinating Board, Texas College and University System. Subject to approval of the Coordinating Board, authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future meeting for consideration

- d. Appropriate \$15,000 from Unappropriated Plant Funds for fees and related project expenses through completion of final plans.

BACKGROUND INFORMATION

In a letter to Executive Vice Chancellor Jordan, President Monroe details his recommendations as follows:

"In order to alleviate severe traffic congestion on The University of Texas at El Paso campus, approval is requested for a project which would realign and repave the southern section of the Sun Bowl Road. The existing two lane roadway is the primary feeder to and from I-H 10, and the student parking lots. This land was transferred in the Summer of 1981 from the County to University ownership, making the improvement project possible. Estimated cost for the project is \$200,000 and will be obtained from Unappropriated Plant Funds."

List of Firms Proposed for Appointment

<u>Consulting Engineer</u>	<u>Recent UT System Projects</u>
Kistenmacher Engineering Co., El Paso, Texas	None
Basil Smith Engineering Co., El Paso, Texas	None
Cremans, Inc., El Paso, Texas	None
Turner, Collie & Braden, Inc., El Paso, Texas	(Houston Office) UT Health Science Center - Houston: Feas. Study for Elevated Roadway

- ✓ 10. U. T. Health Science Center - Dallas: Hoblitzelle Building - Animal Resources Facility - Refurbishment of Ninth Floor; Report of Award of Construction Contract to American Terrazzo Co., Dallas, Texas

REPORT

The U. T. Health Science Center - Dallas has awarded a contract for refurbishment of the Ninth Floor Animal Resources Facility in the Hoblitzelle Building to American Terrazzo Co., Dallas, Texas, in the amount of \$119,800.

BACKGROUND INFORMATION

At the meeting of the U. T. Board of Regents on September 5, 1980, authorization was granted for refurbishment of the Hoblitzelle Building Ninth Level Animal Resources Facility to include installation of approximately 11,000 square feet of new epoxy-matrix terrazzo flooring, installation of about 3,000 linear feet of curbs to eliminate damage to walls that can be caused by cart traffic, and repair of miscellaneous walls and ceilings, within an estimated project cost of \$150,000.

The Coordinating Board, Texas College and University System approved the project on October 24, 1980.

In response to the request for bids, a single proposal was received and opened on June 26, 1981, from American Terrazzo Co., Dallas, Texas, in the amount of \$119,800. The proposal was evaluated as being responsive to the plans and specifications, reasonable for the scope of work involved, and within previously authorized limits of estimated costs.

The source of funding is U. T. Health Science Center - Dallas Unexpended Plant Fund Balances.

- ✓ 11. U. T. Galveston Medical Branch: George and Magnolia Willis Sealy Conference Center (Formerly Referred to as George Sealy Home) - Roof Repair - Request for Project Authorization; Completion of Plans and Specifications; Bid Advertisement; Contract Award; and Appropriation Therefor

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Levin that the Board:

- a. Authorize roof repair for the George and Magnolia Willis Sealy Conference Center at an estimated total project cost of \$250,000
- b. Authorize completion of plans and specifications, bid advertisement, and contract award by U. T. Galveston Medical Branch Department of Physical Plant in consultation with the Office of Facilities Planning and Construction
- c. Appropriate \$250,000 for total project funding as follows:
 - \$40,000 from Gift Funds from the Sealy Family
 - \$100,000 from funds donated by The Sealy and Smith Foundation
 - \$110,000 from Permanent University Fund Bond Proceeds

BACKGROUND INFORMATION

Despite attempts to make remedial repairs, recent rains have inflicted extensive damage to the interior of this building. Extensive roof repair must be accomplished expeditiously to avoid serious damage to this structure. It is recommended that the U. T. Galveston Medical Branch Department of Physical Plant, in consultation with the Office of Facilities Planning and Construction, be authorized to prepare plans and specifications, advertise for bids, and award a contract within an estimated total project cost of \$250,000. The contract award will be reported to the U. T. Board of Regents at a future meeting.

This facility was designated as the George and Magnolia Willis Sealy Conference Center in House Bill 656 of the 67th Legislature (Appropriations Bill) when the Board of Regents was authorized to accept gifts and expend Permanent University Fund bond proceeds for the purpose of repairing this building.

- ✓ 12. U. T. Galveston Medical Branch: Construction of Underground Telephone Conduit - Request for Project Authorization; Completion of Plans and Specifications; Bid Advertisement; Contract Award; and Appropriation Therefor

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Levin that the Board:

- a. Authorize installation of a sixteen-conduit underground telephone duct bank at an estimated total project cost of \$200,000
- b. Authorize the U. T. Galveston Medical Branch Department of Physical Plant to complete plans and specifications, advertise for bids, and award a contract within funds appropriated for the project
- c. Appropriate \$200,000 from U. T. Galveston Medical Branch Unexpended Plant Funds - Project Allocation for total project funding.

BACKGROUND INFORMATION

In a letter to the Office of the Chancellor, President Levin has presented the following justification:

"The telephone communication system at the Galveston Medical Branch will be at its total capacity when we complete our present building program.

"In order to provide additional services, it will be necessary to install a sixteen bank underground conduit system in Ninth Street, from Market Street to Texas Avenue, a distance of two blocks. This is an extremely difficult area in which to dig trenches because of existing utilities. Once this conduit is in place, Southwestern Bell Telephone will pull the necessary cable (at no cost to the Medical Branch) to provide up to 3700 new stations and, at the same time, give us the option to select a separate and independent exchange number solely for the use and benefit of the Medical Branch.

"The total cost for this project is estimated at \$200,000."

Dr. Levin requests that the U. T. Galveston Medical Branch, through its Physical Plant Department, be authorized to prepare plans and specifications, advertise for bids and award a contract for completion of this work. The contract award will be reported to the U. T. Board of Regents at a future meeting.

Funds for this project are available from U. T. Galveston Medical Branch Unexpended Plant Funds - Project Allocation.

- ✓ 13. U. T. Health Science Center - Houston: Cyclotron Facility (Project No. 701-514) Presentation of Preliminary Plans and Cost Estimate; Request to Submit to Coordinating Board; Subject to Coordinating Board Approval, Request to Prepare Final Plans and Additional Appropriation Therefor

The Office of the Chancellor concurs with the recommendations of President Bulger that the Board:

- a. Approve the preliminary plans for the Cyclotron Facility at an estimated total project cost of \$3,800,000 and authorize the submission of the project to the Coordinating Board, Texas College and University System
- b. Authorize the Project Architect to prepare final plans and specifications for consideration of the U. T. Board of Regents at a future meeting, subject to the approval of the Coordinating Board
- c. Appropriate additional funds in the amount of \$20,000 from Permanent University Fund Bond Proceeds for fees and related project expenses through completion of final plans and specifications. Previous appropriations are \$150,000 from Health Science Center Special Projects - Unallocated Account.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on October 8 - 9, 1981, preliminary plans and specifications for the construction of a Cyclotron Facility (the Positron Diagnostic and Research Center) at the U. T. Health Science Center - Houston, have been prepared by the Project Architect, S. I. Morris - Aubry Architects, Houston, Texas. The facility will contain 12,200 square feet of space to house the Cyclotron in a location immediately west of the Houston Medical School Building on Fannin Street.

Based on Fiscal Year 1980 experience, maintenance and operation, including utilities, are estimated to cost \$6.94 per square foot per year.

Anticipated source of project funding is Permanent University Fund Bond Proceeds.

- ✓ 14. U. T. Health Science Center - Houston: Student/Faculty Apartment Project (Project No. 701-432) Request to Grant Underground Easement to City of Houston for Water Meters

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Bulger that the Board grant an underground easement to the City of Houston for water meters and appurtenances as set forth on Pages B & G 14-16.

BACKGROUND INFORMATION

The City of Houston has requested an underground easement twenty-feet by forty-five feet on University property adjacent to Cambridge Street. The easement will be used for water meters and appurtenances needed to provide water service to the U. T. Houston Health Science Center Student/Faculty Apartment project now under construction on a portion of the 100-acre site located south of the Texas Medical Center.

EASEMENT FOR UNDERGROUND WATER METER

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

That the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (hereinafter referred to as "Grantor"), of Travis County, State of Texas, acting herein by and through its Chairman duly authorized, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to Grantor (receipt and sufficiency of which are hereby acknowledged) in hand paid by the CITY OF HOUSTON, Harris County, Texas (hereinafter referred to as "Grantee"), does by these presents GRANT, SELL, and CONVEY unto Grantee an underground easement for water meter and appurtenances in Harris County, Texas, to-wit:

COMMENCING at the intersection of the center line of Hepburn, a 60 foot right-of-way and the center line of Cambridge, a 120 foot right-of-way;

THENCE in a Southwesterly direction, along the center line of Cambridge, around a curve to the left whose radius equals 1,940.95 feet, subtending a central angle of 11°50'02", an arc length of 400.88 feet, with a long chord bearing and distance of S20°40'35" W, 400.17 feet to the point of tangency;

THENCE S26°35'36" W, continuing along the center line of Cambridge, 298.49 feet to a point for corner;

THENCE N63°24'24" W, along a line perpendicular to the center line of Cambridge, 60.00 feet to the place of beginning and the Northeast corner of the herein described easement;

THENCE S26°35'36" W, along the West line of Cambridge, 20.00 feet to a point for corner; said point being the Southeast corner of the herein described easement;

THENCE N63°24'24" W, 45.00 feet to a point for corner; said point being the Southwest corner of the herein described easement;

THENCE N26°35'36" E, along a line parallel to and 45.00 feet West of the West line of Cambridge, 20.00 feet to a point for corner; said point being the Northwest corner of the herein described easement;

THENCE S63°24'24" E, 45.00 feet to the place of beginning of the herein described easement.

Grantee, by the acceptance of this easement, agrees to construct its underground water meter and appurtenances so as not to interfere with Grantor's use of the surface.

Grantee, or its agents, shall have the right to construct, repair, inspect, and maintain its underground water meter and appurtenances within said easement together with the right of ingress and egress for the purpose of constructing, repairing, inspecting, and maintaining said water meter and appurtenances.

TO HAVE AND TO HOLD the above-described easement and rights unto said Grantee until said easement shall be abandoned.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed, this the _____ day of _____, A.D., 1981.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Arthur H. Dilly
Executive Secretary

By: _____
JAMES L. POWELL, Chairman

Approved as to Form:

Edward Shivers
University Attorney

Approved as to Content:

Joe Bayl

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES L. POWELL, Chairman of the Board of Regents of The University of Texas System, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Board of Regents of The University of Texas System.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, A.D., 1981.

Notary Public in and for
Travis County, Texas

My commission expires:

15. U. T. Cancer Center: Rotary International House - Recommendation to Accept Proposal for Consulting Services to Assess the Economic Feasibility of Providing Housing to Accommodate Outpatients of the U.T.M.D. Anderson Hospital and Tumor Institute, and Appropriation Therefor

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President LeMaistre that the Board:

- a. Authorize a study to determine the economic feasibility of constructing housing for outpatients of M. D. Anderson Hospital, including determination of the need for the facility, space requirements, types of accommodations, estimated total cost, recommended plan of operation, control and ownership and consideration of options for funding
- b. Accept the proposal of Real Estate Research Corporation, Chicago, Illinois, to work with the U. T. Cancer Center Administration, the Houston Rotary Foundation, and the Office of Facilities Planning and Construction in preparing the economic feasibility study
- c. Appropriate \$25,000 from Unexpended Plant Funds - Unappropriated Balance Account for the economic feasibility study and related expenses.

BACKGROUND INFORMATION

In a letter to Chancellor Walker, the need for an economic study is outlined by President LeMaistre as follows:

"At various times during the last several years, there have been informal discussions between representatives of the System Cancer Center and the Rotary Club of Houston regarding the construction of a "Rotary International House" on a site owned by the Cancer Center. This project of the Houston Rotary Foundation is conceived to be a housing facility for cancer patients and their families. Since the U. T. System Cancer Center is one of only three comprehensive cancer centers in the U. S., patients and families from far distances often have prolonged housing requirements. The Houston Rotary Foundation strongly endorses the need for provision of housing at the lowest possible cost in a self-supporting facility in the immediate vicinity of the Texas Medical Center.

"The Houston Rotary Foundation has volunteered to raise ten million dollars toward construction of a facility and has already received a one million dollar pledge from Mr. LeRoy Melcher for this project. Because of this initial pledge, Mr. C. Jim Stewart, President of the Houston Rotary Club, has requested a formal response from the Cancer Center regarding its plans for participation in this major project.

"While this project has been under discussion since 1970 and the Rotary Foundation has sponsored two feasibility studies relating to this project, only recently have we

completed a housing survey of our present patient population. We have reviewed the earlier feasibility studies commissioned directly by the Rotary Foundation and do not consider them adequate to fulfill the requirements of the U. T. System Board of Regents.

"Our survey of current patients confirms the need for additional housing for patients and families. We, therefore, feel that it is appropriate that a professional feasibility study be conducted to determine the need for the facility, the size needed, estimated total cost, a recommended plan of operation, control and ownership, types of accommodations required, and consideration of the options for funding. This feasibility study will also include an analysis and update of the findings of previous surveys."

As required by Article 6252 - 11c and Section 71, Article V, H. B. 558, Acts of the 66th Legislature R. S., a request for consulting services costing over \$10,000 was forwarded to the Secretary of State for publication in the Texas Register. Required reports will also be filed with the Governor's Office and the Legislative Budget Board regarding the proposed use of private consultants. Accordingly, a consultant proposal request was subsequently published in the Texas Register, Volume 6, Number 72, September 25, 1981.

In response to this request, proposals were received from the following firms:

<u>Firm</u>	<u>Fee</u>
1) Ernst & Whinney, Houston, Texas	\$65,000 to \$80,000
2) William L. Haralson & Associates, Inc., Dallas, Texas	\$21,630
3) Laventhol & Horwath, Houston, Texas	\$46,500
4) Myrick - Newman - Dahlberg & Partners, Inc. and the LFWF, Inc. Group, Dallas, Texas	\$42,000
5) Pannell Kerr Forster, Houston, Texas	\$34,250
6) Peat, Marwick, Mitchell & Company, Austin, Texas	\$75,000
7) Real Estate Research Corporation, Chicago, Illinois	\$22,000
8) Touche Ross & Company, Austin, Texas	\$45,000
9) Winick & Associates, Inc., Houston, Texas	\$24,525 to \$33,325

Each proposal received was evaluated by the Office of Facilities Planning and Construction and staff of the M. D. Anderson Hospital and Tumor Institute on the following criteria:

- 1) experience of the firm and the consultant(s) to be assigned to the study;
- 2) the description of the consultant's understanding of the factors influencing the study, and the consultant's approach to the study;
- 3) the firm's managerial and technical capability;
- 4) timeliness; and
- 5) cost.

All nine proposals were judged to be responsive to the request for proposals. All firms also demonstrated an understanding of the factors influencing the study. However, the firms had varying degrees of experience and varied substantially in the qualifications of personnel which they proposed to assign to the study.

The Board should be aware that one of the proposals eliminated from further consideration was the least costly proposal, which had been submitted by William L. Haralson & Associates. It was eliminated because the firm had no apparent experience with medical institutions, although the architectural firm with which it proposed to associate itself had extensive experience in medical projects.

**Land and
Investment Com.**

LAND AND INVESTMENT COMMITTEE
Committee Chairman Hay

Committee Meeting

Date: December 10, 1981

Time: 3:30 p.m.

Place: Room 437, Classroom Building, U. T. Permian Basin

Report and Recommendations to the Board of Regents

Date: December 11, 1981

Time: Following report of the Buildings and Grounds Committee

Place: Conference Area, Fourth Floor - West End
Classroom Building, U. T. Permian Basin

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I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund for September and October 1981 and Report on Oil and Gas Development as of October 31, 1981.--The following reports with respect to (a) certain monies cleared to the Permanent University Fund for September and October 1981 and (b) Oil and Gas Development as of October 31, 1981, are submitted by the Executive Director for Investments and Trusts:

<u>Permanent University</u>	<u>September, 1981</u>	<u>October, 1981</u>	<u>Cumulative This Fiscal Year (1981-1982)</u>	<u>Cumulative Pre-ceding Fiscal Year (1980-1981)</u>	<u>Per Cent Change</u>
Royalty					
Oil	\$10,454,463.03	\$10,874,376.22	\$21,328,839.25	\$17,006,338.75	25.42%
Gas	3,914,037.98	3,932,565.48	7,846,603.46	5,865,084.63	33.79%
Sulphur	765,584.99	740,688.48	1,506,273.47	699,836.79	115.23%
Water	41,887.65	22,447.05	64,334.70	81,706.02	(21.26%)
Brine	6,513.04	9,299.35	15,812.39	13,227.18	19.54%
Rental					
Oil and Gas Leases	35,016.67	60,892.03	95,908.70	204,619.56	(53.13%)
Other	455.15	400.00	855.15	200.00	327.58%
Sale of Sand, Gravel, Etc.	1,290.00	8,917.80	10,207.80	1,923.30	430.74%
Gain or (Loss) on Sale of Securities	6,635.97	208,795.99	215,431.96	164,551.47	30.92%
Transfer from Special 1% Fee Fund		700,000.00	700,000.00		
Sub-Total	<u>\$15,225,884.48</u>	<u>\$16,558,382.40</u>	<u>\$31,784,266.88</u>	<u>\$24,037,487.70</u>	32.23%
Bonuses					
Oil and Gas Lease Sales	\$ -0-	\$ -0-	\$ -0-	\$44,191,500.00	
Amendments and Extensions to Mineral Leases	88,601.77	32,199.61	120,801.38	274,424.70	(55.98%)
Total Bonuses	<u>\$ 88,601.77</u>	<u>\$ 32,199.61</u>	<u>\$ 120,801.38</u>	<u>\$44,465,924.70</u>	
TOTAL CLEARANCES	<u>\$15,314,486.25</u>	<u>\$16,590,582.01</u>	<u>\$31,905,068.26</u>	<u>\$68,503,412.40</u>	(53.43%)

Oil and Gas Development - October 31, 1981
Acreage Under Lease - 1,014,879

Number of Producing Acres - 471,693

Number of Producing Leases - 1,977

2. Report on Permanent University Fund Investments for the Fiscal Year Ended August 31, 1981. --

REPORT

Under separate bound cover the Executive Director for Investments and Trusts presents a report on the Permanent University Fund investments for the fiscal year ended August 31, 1981. 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, 1981.

The Permanent University Fund experienced significant gains in book value of assets and in earnings during the year as shown below:

	<u>Fiscal Year Ended 8/31</u>		<u>Increase</u>	
	<u>1980</u>	<u>1981</u>		<u>%</u>
Book Value	\$1,256,467,903	\$1,519,350,741	\$262,882,838	20.9
Investment Income	85,433,562	106,830,859	21,397,297	25.0

The Office of the Chancellor concurs with Executive Director Lobb's recommendation 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.

3. Proposed Auctioneer's Fee, 71st Board for Lease Oil and Gas Lease Sale. --

RECOMMENDATION

The Board for Lease has approved the expenditure of \$12,000.00 for the auctioneer's fee in connection with the 71st Public Auction of Oil and Gas Leases on Permanent University Lands to be held on February 3, 1982. The Office of the Chancellor recommends that the Board of Regents approve this action of the Board for Lease.

BACKGROUND INFORMATION

Article 66.65(c) of the Education Code provides for payment of a special fee equal to one percent of the total sum of each successful bid on oil and gas leases to be used to defray the expenses of the oil and gas lease sale.

B. LAND MATTERS

1. Easements and Surface Leases No. 5503-5548, Material Source Permits Nos. 614-617, Flexible Grazing Leases Nos. 87-93, Amendment to Flexible Grazing Lease No. 64 and Assignment of Flexible Grazing Lease No. 57.--It is recommended by the Office of the Chancellor that the following applications for easements and surface leases, material source permits, flexible grazing leases, amendment to flexible grazing lease and assignment of flexible grazing lease be approved. All have been approved as to content by the appropriate officials. Payment for each has been received unless otherwise indicated, and each document is on the University's standard form when applicable and is at the standard rate effective September 1, 1981, (adopted August 14, 1981), unless otherwise indicated.

a. Easements and Surface Leases Nos. 5503-5548

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5503	Energy Production Company	Surface Lease Salt Water Disposal	Reagan	8	1.00 acre	12/11/81 12/10/82	\$1,000.00*
5504	Friemel & Carpenter, Inc.	Surface Lease Salt Water Disposal	Andrews	10	1.00 acre	12/11/81 12/10/82	2,500.00*
5505	Warren American Oil Company	Surface Lease Office & Pipe Yard	Reagan	11	170' x 300'	9/1/81 8/31/82	600.00**
5506	J. Hoyt Kniveton, Inc.	Surface Lease Truck & Office Yard	Reagan	11	200' x 200'	7/1/81 6/30/82	500.00**(1)
5507	R. L. Stice	Surface Lease Welding Shop & Pipe Yard	Reagan	11	200' x 200'	10/1/81 9/30/82	600.00**
5508	County of El Paso	Surface Lease Glide Slope & Clear Zone	El Paso	L	17.61 acres	6/1/81 5/31/01	***
5509	W. G. Rowland	Surface Lease Water Station & Truck Yard	Reagan	2	400' x 200'	12/1/81 11/30/82	1,000.00**

*Renewable from year to year, not to exceed a total of five (5) years.

**Renewable from year to year, not to exceed a total of ten (10) years.

***It is the policy of this office not to charge Counties for facilities such as this.

(1)Granted under rate effective August 1, 1979 (adopted June 1, 1979)

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5510	Navajo Pipeline Company & Midland Lea Pipeline Company	Surface Lease Microwave Tower Site	Hudspeth	G	300' x 300'	10/1/81 9/30/91	\$ 4,000.00 (full)
5511	American Petrofina Pipe Line Company (renewal of 3330)	Surface Lease Pipe Line Pump Sta. & Tank Farm	Crane	31	40 acres	1/1/82 12/31/91	22,000.00 (full)
5512	American Petrofina Pipe Line Company (renewal of 3331)	Surface Lease Pipe Line Pump Sta.	Reagan	9	40 acres	1/1/82 12/31/91	22,000.00 (full)
5513	J. L. Davis	Pipe Line Gas Line	Reagan	2, 58	166.42 rods of 4"	9/1/81 8/31/91	748.89
5514	Vincent & Barham, a partnership	Pipe Line Gas Line	Upton	3	127.3 rods of 2-3/8"	10/1/81 9/30/91	572.85
5515	J. L. Davis	Pipe Line Gas Line	Reagan	2, 58	2,674.06 rods of 4"	9/1/81 8/31/91	12,033.27
5516	Western Crude Oil, Inc.	Pipe Line Oil Line	Ward	18	157.58 rods of 4"	9/1/81 8/31/91	709.11
5517	Enserch Corporation & Lone Star Gas Company of Texas, Inc.	Pipe Line Gas Line	Ward	18	1,236.6 rods of 12"	6/1/81 5/31/91	9,892.80(1)
5518	El Paso Natural Gas Company (renewal of 3285 & 3286)	Pipe Line Gas Line	Andrews Crockett	1 29	31.118 rods of 4-1/2"	11/1/81 10/31/91	300.00
5519	Phillips Petroleum Company (renewal of 3295)	Pipe Line Gas Line	Andrews	10	77.7 rods of 3-1/2"	9/1/81 8/31/91	969.20
				13	100.3 rods of 2-3/8"		
			Crane	30	64.3 rods of 4-1/2"		

(1)Granted under rate effective August 1, 1979 (adopted June 1, 1979)

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5520	El Paso Natural Gas Company (renewal of 3325)	Pipe Line Gas Line	Ector	35	13.03 rods of 6-5/8"	10/1/81 9/30/91	\$ 300.00
5521	Fin-Tex Pipe Line Company (renewal of 3332)	Pipe Line Oil Line	Crane	31	1,182.47 rods of 6"	11/1/81 10/31/91	4,729.88
5522	Phillips Petroleum Company (renewal of 3335)	Pipe Line Gas Line	Crane	31	201.3 rods of 3-1/2"	9/1/81 8/31/91	805.20
5523	Texas-New Mexico Power Company (renewal of 3450)	Power Line Distribution	Ward	16	88.4 rods of single pole	1/1/82 12/31/91	300.00
5524	Exxon Corporation (renewal of 3313)	Power Line Distribution	Ward	16	320.0 rods of single pole	12/1/81 11/30/91	400.00
5525	Cap Rock Electric Cooperative, (renewal of 3342)	Power Line Distribution	Reagan	1 & 2	79.58 rods of single pole	11/30/81 10/31/91	300.00
5526	J. L. Davis	Pipe Line Gas Line	Reagan	58	520.09 rods of 4"	10/31/81 9/30/91	2,340.41
5527	Valero Transmission Company (renewal of 3324)	Pipe Line Gas Line	Ward	16	1,158.85 rods of 6-5/8"	10/1/81 9/30/91	4,635.40
5528	El Paso Natural Gas Company	Pipe Line Gas Line	Crockett	46	29.152 rods of 4-1/2"	10/1/81 9/30/91	300.00
5529	D. D. Poyner Construction Company (renewal of 4269)	Surface Lease Salt Water Disposal	Reagan	11	5 acres	1/1/82 12/31/82	2,500.00*
5530	BTA Oil Producers (renewal of 3341)	Pipe Line Oil Line	Andrews	9	42.70 rods of 4-1/2"	1/1/82 12/31/91	300.00

*Renewable from year to year, not to exceed a total of five (5) years.

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5531	El Paso Natural Gas Company	Pipe Line Gas Line	Reagan	10	277.152 rods of 4-1/2"	11/1/81 10/31/91	\$1,247.18
5532	Patoil Corporation	Pipe Line Water Line	Winkler	21	49 rods of 2"	9/1/81 8/31/91	300.00
5533	Basin, Inc.	Surface Lease Truck Unloading Site	Reagan	2	1.00 acre	10/1/81 9/30/91	3,000.00 (full)
5534	Exxon Corporation	Surface Lease Water Flood Treating and Injection Site	Andrews	13	5.34 acres	10/15/81 10/14/91	2,937.00 (full)
5535	Jecca Towers, Inc.	Surface Lease Communication Tower Site	Upton	4	19.628 acres	9/1/81 8/31/91	4,000.00 (full)
5536	El Paso Natural Gas Company	Pipe Line Gas Line	Reagan	10	249.818 rods of 4-1/2"	11/1/81 10/31/91	1,124.18
5537	Union Texas Petroleum Corporation	Pipe Line Gas Line	Reagan	2	1,408.55 rods of 4-1/2"	11/1/81 10/31/91	6,338.48
5538	Union Texas Petroleum Corporation (renewal of 3303)	Pipe Line Gas Line	Upton	3, 58	1,515.17 rods of 4-1/2"	11/1/81 10/31/91	6,060.68
5539	Gulf Oil Corporation	Pipe Line Gas Line	Ward	18	480.99 rods of 6.625"	10/1/81 9/30/91	2,164.46
5540	Gulf Oil Corporation (renewal of 3340)	Pipe Line Gas Line	Crane	31	816.40 rods of 4-1/2"	12/1/81 11/30/91	3,265.60
5541	Gulf Pipeline Company (renewal of 3304)	Pipe Line Crude Oil Line	Crane	31	1,795.00 rods of 8-3/4"	11/1/81 10/31/91	7,180.00

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5542	Moran Exploration, Inc.	Pipe Line Salt Water Purposes	Winkler	21	425.82 rods of 3"	9/1/81 8/31/91	\$1,916.19
5543	West Texas Utilities Company (renewal of 3309)	Power Line Transmission Line	Crane	30, 31	2,848.48 rods of single pole	9/1/81 8/31/91	5,696.96
5544	Texas Electric Service Company (renewal of 3347 & 3348)	Power Line Distribution Line	Andrews, Ward, Winkler, Ector	7, 9, 10, 12, 13, 16, 11, 21, 35	1,654.30 rods of single pole	1/1/82 12/31/91	2,895.03
5545	Texas Electric Service Company (renewal of 3338 & 3343)	Power Line Distribution Line	Andrews	1, 5, 8, 9, 11, 13, 14	1,161.82 rods of single pole	12/1/81 11/30/91	1,452.28
5546	Texas Electric Service Company	Power Line Distribution Line	Andrews, Crane, Loving, Ward	1, 3, 4, 16, 19, 30	556.03 rods of single pole	12/1/81 11/30/91	973.05
5547	Texas Electric Service Company (renewal of 3333 & 3337)	Power Line Distribution Line	Ector, Ward	16, 35	260.31 rods of single pole	12/1/81 11/30/91	325.39
5548	J. L. Davis	Pipe Line Gas Line	Reagan, Crockett	47, 48, 49, 50	1,649.27 rods of 3" & 4"	10/1/81 9/30/91	7,421.72

b. Material Source Permit Nos. 614 - 617

No.	Grantee	County	Location	Quantity	Consideration
614	Jones & Sons Dirt Contractors	Andrews	9	1,200 cubic yards of caliche	\$ 600.00(1)
615	Strain Brothers, Inc.	Pecos	17	50,100 tons of caliche	8,266.50
616	A & W Oil Field Construction Inc.	Andrews	14	2,500 cubic yards of caliche	1,875.00
617	Apolonio Lopez, Jr.	El Paso	L	770 cubic yards of caliche	577.50

(1)Granted under rate effective August 1, 1979 (adopted June 1, 1979)

c. Flexible Grazing Leases Nos. 87 - 93

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 June 1979, meeting provided that the lessee carries out the range conservation and/or ranch improvement practices specified in said leases which shall be certified by the Manager of University Lands--Surface Interests. These leases are on the University's standard form with semiannual payment of rental on January 1 and July 1 of each year.

No.	Lessee	Location		Acreage	Period	Minimum Rental Per Acre	Minimum Annual Rental	Semi- Annual Rental
		County	Block					
87	Charles A. Bird (renewal of 1116)	Andrews Martin	7	10,276.02	1/1/82 12/31/91	\$0.55	\$ 5,651.81	\$ 2,825.91
88	Guy R. Mabee (renewal of 1117)	Martin	7	2,494.40	1/1/82 12/31/91	.55	1,371.92	685.96
89	Ellison Tom (renewal of 1118)	Andrews	3 & 4	13,941.40	1/1/82 12/31/91	.47	6,552.46	3,276.23
90	Marion Flynt (renewal of 1119)	Martin	7	1,245.70	1/1/82 12/31/91	.55	685.14	342.57
91	Walter W. Owens (renewal of 1120)	Crockett	29	11,911.00	1/1/82 12/31/91	.91	10,839.01	5,419.51
92	Robert C. Hanmore	Culberson	48	1,501.69	1/1/82 12/31/91	.22	330.37	165.19
93	John Casselman, Jr. (renewal of #1122)	Andrews	1, 2, 9	60,534.72	1/1/82 12/31/91	.47	28,451.32	14,225.66

d. Amendment to Flexible Grazing Lease No. 64

No.	Lessee	Location		Acreage	Period	Minimum Rental Per Acre	Minimum Annual Rental	Semi- Annual Rental
		County	Block					
64	William O. Carter	Culberson	48	8,091.63	1/1/81 12/31/90	\$.22	\$1,780.16	\$ 890.08

e. Assignment of Flexible Grazing Lease No. 57

No.	Assignor	Assignee	Type of Permit	County	Consideration
57	Tom McKenzie	L. B. McKenzie Bruce T. McKenzie	Grazing Lease	Pecos	\$25,298.28

✓ 2. Proposed Road Easements Over Permanent University Fund Lands, Reagan County, Texas. --

RECOMMENDATION

The Office of the Chancellor recommends that easements be granted to Reagan County, Texas, for road purposes. The County will construct and maintain the roads and will fence the right-of-ways to protect the livestock. The total road easements will extend over 8 miles of land in Blocks 48 and 49 in Reagan County and will greatly assist University personnel, its grazing lessees, and its oil and gas lessees in traveling on University lands.

BACKGROUND INFORMATION

The proposed easements are over lands dedicated to the Permanent University Fund, and the construction of those roads should enhance the value of the surrounding lands.

II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U.T. Austin: Final Report on the Estate of Floy Agnew and Recommendation to Transfer Funds to the U.T. Austin Ex-Students' Association.--

REPORT AND RECOMMENDATION

The Office of the Chancellor and President Flawn report receipt of the final distribution of \$47,318 from the estate of Miss Floy Agnew, deceased, for a total of \$167,318. The Office of the Chancellor concurs with President Flawn's recommendation to transfer \$47,318 to the U.T. Austin Ex-Students' Association as directed by Miss Agnew's will. The scholarship is to be administered by the Ex-Students' Association and granted to freshmen students.

BACKGROUND INFORMATION

A bequest of 30% of the residuary estate of Miss Agnew was accepted by the U.T. Board of Regents at their meeting of February 12 - 13, 1981. The first \$50,000 was used to establish two Floy Agnew Endowed Presidential Scholarships and \$70,000 was used to establish the Floy Agnew Scholarship at The University of Texas for freshmen or college transfer students as directed by the will. Miss Agnew asked that at least one-fifth of her bequest, approximately \$33,500, go to the Ex-Students' Association to establish a Floy Agnew Scholarship for freshmen students.

Miss Agnew, a Dallas school teacher, received a B.A. degree from U.T. Austin in 1919 and died in 1980.

2. U.T. Austin: Recommendation to Accept Gifts and Establish the Jane and Roland Blumberg Centennial Professorship in Physics in the College of Natural Sciences and Establish the Jane and Roland Blumberg Centennial Professorship in English in the College of Liberal Arts with Matching Funds from The Centennial Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a gift of 223 shares of Cayman Reef Development Company Limited stock with an approximate value of \$52,300 and a cash gift of \$47,700 from the Jane and Roland Blumberg Foundation and to establish the Jane and Roland Blumberg Centennial Professorship in Physics in the College of Natural Sciences at U.T. Austin. The donors request that emphasis of the work and research of the holder of the Professorship be directed towards the broad aspect of the fundamental structure of matter and fields.

It is further recommended that this gift be matched from The Centennial Teachers and Scholars Program to establish the Jane and Roland Blumberg Centennial Professorship in English in the College of Liberal Arts.

BACKGROUND INFORMATION

The first Jane and Roland Blumberg Professorship in Physics was established at the February 12 - 13, 1981, U.T. Board of Regents' meeting.

Mrs. Blumberg, a U.T. Austin graduate, has served on the U.T. Board of Regents since 1977. Dr. Blumberg, who holds three degrees from U.T. Austin, serves on Advisory Councils for the College of Natural Sciences, McDonald Observatory and the Department of Astronomy. The Blumbergs are members of The Chancellor's Council and The President's Associates.

In addition to this endowment, Dr. and Mrs. Blumberg have made the following concurrent gifts to the institutions indicated for operational expenses. These gifts will be formally submitted to the Board through the appropriate reporting process.

U.T. System Chancellor's Council	\$ 3,021.69
U.T. Austin for Various Purposes	11,000.00
U.T. El Paso for Library Books	5,000.00
U.T. Institute of Texan Cultures	1,000.00

Cash gifts from the Jane and Roland Blumberg Foundation for addition to the following endowment accounts have also been received and will be submitted for formal approval through institutional dockets:

- a. U.T. San Antonio - \$10,000 for addition to the Jane and Roland Blumberg Professorship in Biology,
- b. U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio) - \$5,000 for addition to the Jane and Roland Blumberg Professorship in Obstetrics and Gynecology, and
- c. U.T. Galveston Medical Branch - \$10,000 for addition to the Roland K. and Jane W. Blumberg Fund for Cystitis Research.

Funds to establish both professorships were accepted by the U.T. Board of Regents at the meeting on February 12 - 13, 1981. Funds to establish the Fund for Cystitis Research were accepted at the meeting on March 14, 1975.

3. U.T. Austin: Recommendation to Accept a Bequest and to Establish the Dave P. Carlton Centennial Professorship in Geophysics and Establish the Dave P. Carlton Centennial Professorship in Geology in the College of Natural Sciences with Matching Funds from The Centennial Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a bequest from the estate of Mr. Dave P. Carlton, deceased, of Houston, Texas, and to establish the Dave P. Carlton Centennial Professorship in Geophysics in the College of Natural Sciences at U.T. Austin. The value of the total residuary estate is approximately \$2,938,000 of which U.T. Austin is to receive 12/88 or approximately \$400,000. A partial distribution of securities valued at \$320,000 has been received. An excerpt from the will follows:

"(3) 12 shares to the UNIVERSITY OF TEXAS, Austin, Texas, to be used for educational purposes. It is my desire that this gift be allocated to the Geology Foundation of the University as a trust fund and that the income therefrom be used to supplement the salary of one or more professors in the department of geophysics and geology, either or both."

Earnings from the endowment will be used to supplement the salary of the recipient as well as to provide funds to augment the teaching and research program of the recipient.

The Texas Commerce Bank of Houston is serving as Independent Executor of the Estate as directed by the will. A final report will be submitted when administration of the estate is complete.

It is further recommended that the partial distribution of \$320,000 be matched from The Centennial Teachers and Scholars Program to establish the Dave P. Carlton Centennial Professorship in Geology in the College of Natural Sciences.

BACKGROUND INFORMATION

Mr. Carlton retired in 1955 as chief geophysicist from Humble Oil and Refining Company where he had been employed since 1915. He died August 23, 1976, leaving his estate held in trust and reserving a life estate for his wife, Norma P. Carlton, who died June 7, 1981.

- ✓ 4. U.T. Austin: Recommendation to Accept a Pledge to Endow the Cline Room in the Harry Ransom Center.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a \$100,000 pledge from Dr. and Mrs. Clarence L. Cline of Austin, Texas, to endow the Cline Room in the Harry Ransom Center at U.T. Austin. The pledge will be paid by an initial gift of securities with a value of \$30,000 prior to the end of 1981 and annual gifts thereafter in similar amounts until the \$100,000 goal is met. In the event that either of the donors die before completing the pledge, provision will be made to complete the pledge by bequest. Income is to be reinvested until the \$100,000 funding is completed.

After funding is complete, income from the endowment will be used to support academic activities related to the Cline Room including lectures, conferences and visiting scholars in the field of 19th and early 20th Century English literature. The use of the income will be determined by the Director of the Humanities Research Center and the donors with approval by the President.

BACKGROUND INFORMATION

The donors have been active supporters of U.T. Austin for over fifty years. Dr. Cline received a M.A. degree in English and his wife, Henriette, received a B.A. degree in English in 1931 from U.T. Austin. Mrs. Cline is a former librarian of the Knopf Library at the U.T. Austin Academic Center. Dr. Cline received a Ph.D. degree in 1938 and joined the U.T. Austin faculty. He has served as Chairman of the Department of English and currently holds the title of Ashbel Smith Professor Emeritus.

It is the intention of Dr. and Mrs. C. L. Cline to complete the furnishing of the Cline Room, either by gift or bequest or both. Plans to complete the furnishings include a large oriental rug, a fine oil portrait of the English novelist George Meredith, the personal and professional library of Dr. Cline and a fine collection of English porcelain and French gold-chased crystal.

5. U.T. Austin: Recommendation to Accept Gift and Establish the Ann Lacy Crain Centennial Endowed Lectureship in the College of Fine Arts and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a \$25,000 gift from the officers and directors of R. Lacy, Inc., Longview, Texas, and to establish the Ann Lacy Crain Centennial Endowed Lectureship in the College of Fine Arts at U.T. Austin. Income will be used to bring distinguished scholars to the Department of Art for the purpose of giving lectures in the field of Art History.

It is further recommended that this gift be considered for matching from The Centennial Teachers and Scholars Program. A recommendation for use of the matching allocation will be presented at a later date.

BACKGROUND INFORMATION

Mrs. Ann Lacy Crain, President of R. Lacy, Inc., serves on the College of Fine Arts Advisory Council. Her husband, Mr. B. W. Crain, is a partner in Crain/Anderson, Inc., an architectural firm, and serves on the Development Board of U.T. Austin. Mr. and Mrs. Crain are Life Members of The Ex-Students' Association and members of The President's Associates and The Chancellor's Council. During the past academic year, R. Lacy, Inc., has given \$25,000 to establish the Mr. and Mrs. Frank C. Erwin, Jr. Endowed Presidential Scholarship and \$10,000 to establish the Ann Lacy Crain Scholarship Fund in the Department of Art.

6. U.T. Austin: Recommendation to Establish the Almetris M. Duren Endowed Presidential Scholarship.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to establish the Almetris M. Duren Endowed Presidential Scholarship at U.T. Austin. Funding from numerous friends of Mrs. Duren and various transfers from U.T. Austin accounts in the amount of \$25,000 is available. Income is to be used to grant unrestricted scholarships open to all undergraduate students.

BACKGROUND INFORMATION

The scholarship honors Mrs. Duren, who recently retired as a student development specialist in the Minority Services Division of the Dean of Students Office where she had worked since 1968. She also held an appointment in the Division of Housing and Food Service and was a Jester Center Resident Fellow until her retirement.

7. U.T. Austin: Recommendation to Establish the Humanities Support Fund in the Office of the Vice President and Dean of Graduate Studies.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to establish the Humanities Support Fund in the Office of the Vice President and Dean of Graduate Studies at

U.T. Austin with \$96,500 available from a National Endowment for the Humanities Challenge Grant and \$26,500 accumulated income for a total of \$123,000. Income from the proposed endowment fund will be used for special projects in the humanities in accordance with the terms of the grant. Faculty members will apply for grants from the fund through the Office of the Vice President and Dean of Graduate Studies.

BACKGROUND INFORMATION

The Office of the Vice President and Dean of Graduate Studies at U.T. Austin received \$112,000 through NEH Challenge Grant CE-28543-77-707 to be used to enhance programs in the humanities from the National Endowment for the Humanities, Washington, D.C., as reported in the institutional component docket for the December 11 - 12, 1980, U.T. Board of Regents' meeting. The following expenditures were made from the grant and the remainder has been earning interest: \$10,500 to the C. P. Snow Memorial Fund in the Humanities Research Center and \$5,000 to the Helmut Rehder Graduate Scholarship Fund in the Department of Germanic Languages. The U.T. Austin administration believes that money can be better spent on small annual projects in this area instead of for larger one-shot projects that would exhaust the capital.

8. U.T. Austin: Recommendation to Accept Gifts and a Pledge and to Establish (a) the Paul D. and Betty Robertson Meek Centennial Professorship in Chemical Engineering, (b) the Paul D. and Betty Robertson Meek and American Petrofina Foundation Centennial Professorship in Chemical Engineering in the College of Engineering and (c) the Paul D. and Betty Robertson Meek Centennial Professorship in Engineering in the College of Engineering with Matching Funds from The Centennial Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a gift of 1,785 shares of American Petrofina, Inc., common stock with an approximate value of \$97,282 from Mr. and Mrs. Paul D. Meek and a matching \$20,000 gift and an \$80,000 pledge from the American Petrofina Foundation and to establish the Paul D. and Betty Robertson Meek Centennial Professorship in Chemical Engineering and the Paul D. and Betty Robertson Meek and American Petrofina Foundation Centennial Professorship in Chemical Engineering in the College of Engineering at U.T. Austin. Accrued income of \$2,717.50 earned from Mr. and Mrs. Meek's gift will complete the \$100,000 required funding. The American Petrofina Foundation pledge is to be paid \$20,000 annually and will be completed by August 31, 1985. Earnings from these interim pledge payments are to be accumulated in a current restricted account and invested short-term until the \$100,000 goal is achieved.

It is further recommended that Mr. and Mrs. Meek's \$100,000 gift be matched from The Centennial Teachers and Scholars Program to establish the Paul D. and Betty Robertson Meek Centennial Professorship in Engineering in the College of Engineering.

A recommendation for use of the matching allocation for the Paul D. and Betty Robertson Meek and American Petrofina Foundation Centennial Professorship in Chemical Engineering will be made when the endowment is fully funded. The donors have requested that the matching allocation be used to establish the Paul D. and Betty Robertson Meek and American Petrofina Foundation Centennial Professorship in Business in the College of Business Administration.

BACKGROUND INFORMATION

Mr. and Mrs. Meek of Dallas, Texas, graduated from U.T. Austin in 1953 receiving bachelor degrees from the Colleges of Engineering and Business Administration, respectively. Mr. Meek is President and Chief Operating Officer of American Petrofina, Inc. He is a member and former chairman of the College of Engineering Foundation Advisory Council and a member of The President's Associates.

9. U.T. Austin: Report Termination of Trust and Establishment of the Johanna Schmitz Nelson, George Estill Martin, Amanda Schmitz Martin, Edna Martin Cannon and Ruth Maurine Martin Scholarship Fund.--

REPORT

The Office of the Chancellor reports that with the death of Mrs. Edna Martin Cannon on October 2, 1978, the Ruth Maurine Martin Trust at U.T. Austin terminated and the Johanna Schmitz Nelson, George Estill Martin, Amanda Schmitz Martin, Edna Martin Cannon and Ruth Maurine Martin Scholarship Fund was established as prescribed by the Will. A bequest in trust under the Will of Ruth Maurine Martin was accepted by the U.T. Board of Regents at their meeting of May 14, 1976, which provided for trust income to be paid to Miss Martin's sister, Mrs. Cannon, during her lifetime.

The assets of the trust included an undivided one-half interest in a real estate mortgage note to Mr. O. V. Grubert. Final administration of the trust was hampered by the death of Mrs. Cannon's husband in January, 1979, only four months after her death. The two estates were in confusion and a controversy developed over the real estate mortgage which has now been settled. Current balance of the scholarship endowment account is \$143,558.06.

10. U.T. Austin: Recommendation to Accept Gift and Pledge and to Establish the Fred H. Moore Endowed Centennial Lectureship in the College of Business Administration and Graduate School of Business and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a \$5,000 gift and a \$20,000 pledge from Mr. Fred H. Moore, of Austin, Texas, and to establish the Fred H. Moore Endowed Centennial Lectureship in the College of Business Administration and Graduate School of Business at U.T. Austin. The pledge is to be fulfilled on or before August 31, 1983. Income from the endowment will be used to bring a distinguished academician or business person to the campus to give a formal lecture, to participate in seminars and to meet informally with students and faculty.

It is further recommended that when funding reaches \$25,000, these funds be considered for matching from The Centennial Teachers and Scholars Program. A recommendation for use of the matching allocation will be presented at a later date.

BACKGROUND INFORMATION

Mr. Moore, an Austin petroleum consultant, is a retired Vice President and Director of Mobil Oil Corporation. He is a member of the College of Business Administration Advisory Council. A portion of the funds may come from matching funds from the Mobil Oil Foundation.

11. U.T. Austin: Recommendation to Establish The President's Associates Teaching Fellowship in English Composition in the College of Liberal Arts and Establish The President's Associates Teaching Fellowship in Mathematics in the College of Natural Sciences with Matching Funds from The Centennial Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to establish The President's Associates Teaching Fellowship in English Composition in the College of Liberal Arts at U.T. Austin. The endowment will be funded by a transfer of \$50,000 from The President's Associates of contributions received after September 1, 1981.

It is further recommended that these funds be matched from The Centennial Teachers and Scholars Program to establish The President's Associates Teaching Fellowship in Mathematics in the College of Natural Sciences.

BACKGROUND INFORMATION

The President's Associates was organized at the July 21, 1972, U.T. Board of Regents' meeting. The purpose is to find and develop new, unrestricted financial support for the President to meet the many emergency or unbudgeted requirements which come to his attention. Qualification for membership is an annual gift to the President's Office of \$500 or more for unrestricted use by the President. Current membership is 585.

12. U.T. Austin: Recommendation to Establish the Charles H. Spence Centennial Professorship in Education in the College of Education.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to establish the Charles H. Spence Centennial Professorship in Education in the College of Education at U.T. Austin. Funding will be provided by a matching allocation of \$100,000 from The Centennial Teachers and Scholars Program.

BACKGROUND INFORMATION

The U.T. Board of Regents at their meeting of October 8 - 9, 1981, accepted a \$100,000 pledge from Mr. and Mrs. Ralph Spence to establish the Mary John and Ralph Spence Professorship in the College of Business Administration and the Graduate School of Business. The donors have notified the U.T. Austin Development Office that securities in full payment of the pledge are in the process of being transferred.

The matching professorship is being named in honor of Mr. Spence's father, Charles Spence. A minister and educator, Mr. Charles Spence earned a Master of Education degree from U.T. Austin. His four children graduated from U.T. Austin and seven grandchildren attended, including the two daughters of the donors.

13. U.T. Austin: Recommendation to Accept Gift and Establish the Zarrow Centennial Professorship in Petroleum Engineering in the College of Engineering and Establish the Zarrow Centennial Professorship in Engineering with Matching Funds from The Centennial Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's

recommendation to accept a \$100,000 gift from the Zarrow Family of Tulsa, Oklahoma, and their company, Sooner Pipe & Supply Corporation, and to establish the Zarrow Centennial Professorship in Petroleum Engineering in honor of Dr. Myron H. Dorfman, Chairman, Department of Petroleum Engineering, at U.T. Austin.

It is further recommended that this gift be matched from The Centennial Teachers and Scholars Program to establish the Zarrow Centennial Professorship in Engineering in honor of Dr. Earnest F. Gloyna, Dean, College of Engineering.

BACKGROUND INFORMATION

Mr. Jack Zarrow, Executive Vice President of Sooner Pipe and Supply Corporation, received a B.S. degree in Petroleum Engineering from U.T. Austin in 1947. He and his brother, Henry Zarrow, President of Sooner Pipe and Supply Corporation, are active supporters of the College of Engineering.

Subject gift included an additional \$12,000 to be used for current restricted purposes within the College of Engineering. This sum will be reported in the institutional docket.

14. U.T. Dallas: Recommendation to Establish the Anton L. Hales Fellowship in Geophysics.--

RECOMMENDATION

The Office of the Chancellor concurs with Acting President Clark's recommendation to establish the Anton L. Hales Fellowship in Geophysics at U.T. Dallas in honor of Professor Hales who will be retiring in December 1981. Funding will be provided by gifts from various donors in the amount of \$22,185 and pledges of \$27,815 to be paid over a period of two years.

BACKGROUND INFORMATION

Dr. Hales is a leading seismologist, author of numerous scientific works, and recipient of many scientific awards and honors. In 1962, Dr. Hales left the University of Witwatersrand where he was Carnegie-Price Professor of Geophysics and Director of the Price Institute to establish the geosciences division at the Graduate Research Center of the Southwest, U.T. Dallas' predecessor institution. When U.T. Dallas was created, Dr. Hales served as acting Vice President for Academic Affairs, helping mold the university's academic character. He left U.T. Dallas for five years beginning in 1973 to serve as Director of the Research School of Earth Sciences at the Australian National University in Canberra. In 1978, Dr. Hales returned to U.T. Dallas as Professor of Geosciences.

15. U.T. Dallas: Recommendation to Accept Gift and Pledge and to Establish the Jonelle and Bryce Jordan Music Scholarship Fund.--

RECOMMENDATION

The Office of the Chancellor concurs with Acting President Clark's recommendation to accept a \$1,000 gift and a \$24,000 pledge from Dr. and Mrs. C. L. Lundell of Dallas, Texas, and to establish the Jonelle and Bryce Jordan Music Scholarship Fund at U.T. Dallas. Income from the fund is to be used to provide scholarships for promising music students. The pledge is to be paid within a period of no longer than five years.

BACKGROUND INFORMATION

The donors are requesting the establishment of this fund in the hope that other friends of the Jordans will make contributions from time to time so that it can become an important source of support in the arts. Dr. Jordan is the former President of U.T. Dallas.

Dr. and Mrs. Lundell have made several gifts to various component institutions including funding to establish two professorships and a scholarship fund.

- ✓ 16. U.T. Dallas: Recommendation to Establish the Alice and Joseph E. Brooks Lord & Taylor Endowment for the Arts.--

RECOMMENDATION

The Office of the Chancellor concurs with Acting President Clark's recommendation to establish the Alice and Joseph E. Brooks Lord & Taylor Endowment for the Arts at U.T. Dallas. Funds in the amount of \$10,000 from the proceeds of the October, 1981, Lord & Taylor benefit gala will be used to endow the fund. Income will be used to underwrite one major arts event each year at U.T. Dallas.

BACKGROUND INFORMATION

Mr. Joseph E. Brooks is Chairman of Lord & Taylor, a division of Associated Dry Goods Corporation. Mr. Taylor and his company organized a benefit gala in October, 1981, in connection with the opening of their Collin Creek Mall store. Proceeds of the benefit were designated to assist the arts programs at U.T. Dallas. Mr. Brooks, the Lord & Taylor Company, and other contributors paid the cost of the event. Donations to U.T. Dallas totaled \$23,100. Of this amount \$10,000 will be used for the endowment, \$1,500 will be used to provide three \$500 scholarships for promising art students, and the remainder will be used to partially underwrite the University's 1981-82 Lively Arts season.

- ✓ 17. U.T. El Paso: Recommendation to Accept Gift and to Establish the Dickshire-Coors Library Fund.--

RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation to accept a gift of \$25,000 from Dickshire-Coors, Inc., and to establish the Dickshire-Coors Library Fund at U.T. El Paso. Income will be used to support the library.

BACKGROUND INFORMATION

Mr. Richard N. Azar is President of Dickshire-Coors, Inc., a local business in El Paso. It was through his efforts and the employees of the company that the \$25,000 gift was possible. Mr. Azar is a member of the U.T. El Paso President's Associates and the Development Board and is active in numerous El Paso business and civic organizations.

18. U.T. Permian Basin: Recommendation to Accept Gift and Establish Professorship in Music (NO PUBLICITY).--

RECOMMENDATION

The Office of the Chancellor concurs with President Cardozier's recommendation to accept a gift of \$80,000 to be combined with a previously docketed gift of \$20,000 by donors who wish not to be identified at this time and to

establish the (name of donors) Professorship in Music at U.T. Permian Basin. The donors authorize use of the income from the endowment for payment of salaries and for other expenses in support of the Music Department.

BACKGROUND INFORMATION

Even though this endowed professorship will be named for the donors, they do not wish to be named at this time and request that there be no publicity related to this gift. Since U.T. Permian Basin currently has only Assistant Professors on the music faculty, the intent is to initially use the income from the endowment to support operating expenses in music.

(NO PUBLICITY)

19. U. T. Health Science Center - Dallas: Recommendation to Accept Bequest to be Added to the Mr. and Mrs. I. G. Bromberg Memorial Visiting Professorship in Medicine. --

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation to accept a bequest of \$20,000 from the Estate of Mrs. Essie Bromberg Joseph to be added to the Mr. and Mrs. I. G. Bromberg Memorial Visiting Professorship in Medicine at the U.T. Health Science Center - Dallas. Terms of the bequest as they appear in Mrs. Joseph's second codicil to her will dated May 6, 1971, follow:

"B. To the University of Texas, Southwestern Medical School, Dallas, Texas, I give and bequeath Twenty Thousand Dollars (\$20,000) less any amounts which I may, while living, have contributed to the principal of the Fund hereafter mentioned (as distinguished from contributions to such Fund for current use). I request that my gift be combined with the proposed gift of my sister, Mina Bromberg. I enjoin the officers of that School to invest and conserve this sum in a fund to be known, in memory of my beloved parents, as 'The Mr. & Mrs. I. G. Bromberg Memorial Visiting Professorship in Medicine.' The income from such fund shall be used (in such proportions, at such times and in such manner as the said officers may determine) to bring persons of the highest distinction in medicine to the School for lectures, consultations, conferences or other contacts with students, faculty or the public. In this connection, I call attention to the fact that I have given \$1,000 a year for these professorships for approximately 12 years through 1970. However, these gifts have been for current use and have not been "contributed to the principal of the Fund" within the meaning of Paragraph B, above."

BACKGROUND INFORMATION

The Mr. and Mrs. I. G. Bromberg Memorial Visiting Professorship in Medicine was created in 1959 by Mrs. Essie Bromberg Joseph and Miss Mina Bromberg in honor of their parents. The professorship was supported by annual contributions from each of the sisters until the death of Mina Bromberg in 1977 at which time a bequest of \$20,000 was made toward permanent endowment of the professorship. The bequest was reported to the U.T. Board of Regents at the meeting of February 9 - 10, 1978, and the professorship was established.

Mrs. Essie Bromberg Joseph died in 1980 leaving a bequest of \$20,000 to be added to the professorship to complete the funding of \$40,000. The agreement was made prior to 1975 when the requirement to endow a professorship was changed to \$50,000.

20. U.T. Health Science Center - Houston: Recommendation to Establish the John P. McGovern Professorship of the Humanities in Medicine.--

RECOMMENDATION

The Office of the Chancellor concurs with President Bulger's recommendation to accept a gift of \$100,000 from the John P. McGovern Foundation and establish the John P. McGovern Professorship of the Humanities in Medicine at the U.T. Health Science Center - Houston. The Foundation requested that the following guidelines be used in the selection of an incumbent and administration of the professorship:

- a) a non-physician can be considered for the professorship if all available first class physician candidates have been exhausted;
- b) names of any proposed incumbents to the professorship be approved prior to appointment by Dr. McGovern during his lifetime;
- c) the individual filling this professorship be available to serve, as appropriate, all of the other branches of The University of Texas System; and
- d) the holder of the professorship be a person who will quicken, leaven and help preserve the health aspects cojoined with those humanistic qualities so essential to the profession of medicine.

BACKGROUND INFORMATION

John P. McGovern, M.D., is a Director and President of the John P. McGovern Foundation in Houston, Texas. Dr. McGovern's medical practice is carried out within the McGovern Allergy Clinic of which he is the founder. This renowned physician and scholar has unselfishly given his time, his vast knowledge and financial resources to several of the schools within the U.T. Health Science Center - Houston. He currently, and has for some years, holds, without salary or tenure, appointments in the School of Public Health, the School of Allied Health Sciences, the Graduate School of Biomedical Sciences and the Medical School.

- ✓ 21. U. T. Health Science Center - Houston (U. T. Medical School - Houston): Recommendation to Accept Gift and to Establish the David R. Park Professorship in Pediatric Medicine.--

RECOMMENDATION

The Office of the Chancellor concurs with President Bulger's recommendation to accept 3,000 shares of Exxon Corporation common stock valued at \$93,937.50 from Mr. and Mrs. T. R. Reckling, III and their children, Randa, Christina, Cliffe, Stephen, Carroll, James, Thomas and John, and establish the David R. Park Professorship in Pediatric Medicine at the U.T. Health Science Center - Houston. It is the desire of the Reckling Family that this

professorship be established to encourage and support the growth and excellence in pediatric training, research and service at the Medical School. Proceeds from the sale of the securities will be invested and income accumulated until the fund reaches the required \$100,000.

BACKGROUND INFORMATION

David R. Park, M.D., of Houston, Texas, was the pediatrician for the family of Mr. and Mrs. T. R. Reckling, III. The Reckling Family is making this contribution in honor of Dr. Park's dedication and service to his patients and to the practice of medicine.

22. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Recommendation to Accept Gifts to be Matched by Funds from the Physicians Referral Service Fund and to Establish the Senator A. M. Aikin, Jr. Chair. --

RECOMMENDATION

The Office of the Chancellor concurs with President LeMaistre's recommendation to accept memorial gifts from various donors in the name of Senator A. M. Aikin, Jr., to be matched by a transfer of \$300,000 from the Physicians Referral Service Fund and to establish the Senator A. M. Aikin, Jr. Chair at the U.T. Cancer Center. Any income earned by this fund will be added back to the endowment until the fund balance reaches \$600,000. Other unrestricted funds are available to complete the funding should the gifts fall short of the goal.

BACKGROUND INFORMATION

Senator Aikin, a former Chairman of the Texas Senate Finance Committee, died October 21, 1981. Members of the family and friends have launched a campaign to raise \$300,000 to complete the funding of a chair at U.T. M. D. Anderson Hospital in recognition of the Senator's dedication to education and medicine.

23. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Recommendation to Accept Gift and Pledge and to Establish the Edward Rotan Professorship. --

RECOMMENDATION

The Office of the Chancellor concurs with President LeMaistre's recommendation to accept a gift of \$64,500 and a pledge of \$35,500 for a total of \$100,000 from the Rotan Mosle Foundation and establish the Edward Rotan Professorship at U.T. M.D. Anderson Hospital. The pledge is to be paid over the next four years. The professorship will not be activated until the funding of \$100,000 is completed.

BACKGROUND INFORMATION

The Rotan Mosle Foundation was established by the principals of the brokerage firm of Rotan Mosle, Inc., to support charitable community enterprises such as arts, medical research, etc. Mr. Rotan, who expired on December 30, 1974, was one of the principals in the brokerage firm of Rotan Mosle, Inc. He was a former patient of U.T. M.D. Anderson Hospital.

24. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Recommendation to Accept Gift of Land in Harris County, Texas. --

RECOMMENDATION

The Office of the Chancellor recommends the acceptance of a gift of 1.04 acres of land in the South Acre Estates Subdivision, Houston, Harris County, Texas, from Mr. Richard H. McClendon, Mr. J. A. Williams, and Mr. James L. Russell. The estimated value of the land is \$67,953.00. Proceeds from sale of the land will be used for the general purposes of the institution.

BACKGROUND INFORMATION

Mr. McClendon's mother was a former patient at M. D. Anderson, and this gift is made in appreciation of the care she received there. Mr. McClendon has previously donated 1.0876 acres of land in Harris County. That gift was accepted by the U. T. Board of Regents on April 10, 1981.

B. REAL ESTATE MATTERS

1. U. T. System: W. C. Hogg Memorial Fund - Recommendation for Oil and Gas Lease of Undivided Mineral Interest in Buquor Survey, Bexar County, Texas, to Mr. Edwin Eckert. --

RECOMMENDATION

The Office of the Chancellor recommends that an oil and gas lease covering an undivided 4.688% interest in 222.02 acres out of the P. L. Buquor Survey, No. 58, Bexar County, Texas, be granted to Mr. Edwin Eckert. The lease would provide for a 1/5 royalty, \$10.00 per acre bonus, \$1.00 per acre annual delay rentals and a term of five years. Only those minerals below a depth of 1000 feet would be covered by the lease.

BACKGROUND INFORMATION

The lands covered by the proposed lease are located in the Eckert Field, which was developed by Mr. Eckert and his father in the 1930's. Mr. Eckert holds producing leases on the lands to a depth of 1000 feet. Over the years he has also held leases on the area below 1000 feet, the most recent lease having expired on September 15, 1981. Mr. Eckert has so far drilled three wells on this tract, none of which were productive.

2. U. T. System: W. C. Hogg Memorial Fund - Recommendation for Oil and Gas Lease of Undivided Mineral Interest in the Pevehouse Survey, Montgomery County, Texas, to Ernest B. Ross, Inc. --

RECOMMENDATION

The Office of the Chancellor recommends that an oil and gas lease covering an undivided interest in 1193.19 acres out of the James Pevehouse Survey, Abstract 29, Montgomery County, Texas, be granted to Ernest B. Ross, Inc. The proposed lease provides for a 1/4 royalty, \$100.00 per acre bonus, \$10.00 per acre annual delay rentals, and a three year term.

BACKGROUND INFORMATION

The U. T. Board of Regents owns an undivided 1/3 interest in this tract, or 397.73 net mineral acres.

3. U. T. Austin: Archer M. Huntington Museum Fund - Recommendation for Extension of Option Agreement with Pelican Terminal Company. --

RECOMMENDATION

The Office of the Chancellor recommends that the Option Agreement dated November 12, 1979, between the U. T. Board of Regents and Pelican Terminal Company, granting Pelican the option to purchase the surface only of approximately 522 acres of land in the Samuel C. Bundick League, Galveston County, Texas, be extended for a period of six months commencing January 1, 1982 and ending June 30, 1982. It is further recommended that Pelican be required to pay \$35,000.00 as consideration for the extension and that the purchase price be increased to \$5750.00 per acre.

Pelican has requested the right to a second six-month extension to commence July 1, 1982 at a purchase price of \$6000.00 per acre and has offered to pay an additional \$35,000.00 on or before July 1 as consideration. It is recommended that this request be denied and that Pelican be specifically advised that the option will not be extended beyond June 30, 1982.

BACKGROUND INFORMATION

Pelican Terminal Company is attempting to secure final approvals for a major project involving the deepening and widening of the Galveston Ship Channel and the installation of crude oil unloading facilities on Pelican Island. Oil unloaded at this location would be moved by pipeline to storage tanks which would be constructed on the land covered by the Option Agreement.

The original agreement provided for a purchase price of \$4500.00 per acre and was to have expired on December 31, 1980. By Amendment dated November 12, 1980, the option was extended until December 31, 1981, and the purchase price was increased to \$5000.00 per acre if exercised prior to June 30, 1981 and to \$5250.00 thereafter. For the original option and previous extensions, Pelican has paid a total of \$205,000.00, all of which would be applied to the purchase price in the event the option is exercised. The consideration for the proposed extension would not be applied to the purchase price.

4. U. T. Austin: Walter Prescott Webb Chair in History and Ideas - Recommendation for Authority to Execute Agreements with Vestcor, Inc. and Mr. C. B. Smith, Sr. Relating to Gifts and Leases of Land in the James P. Wallace League and the Northfair Subdivision, Austin, Travis County, Texas. --

RECOMMENDATION

The Office of the Chancellor recommends that authority be granted to execute agreements with Vestcor, Inc. and Mr. C. B. Smith, Sr. giving Vestcor the option to lease a total of approximately 11.214 acres in the James P. Wallace League and the Northfair Subdivision, Austin, Travis County, Texas. The objective of these agreements is to provide for the redevelopment and expansion of the existing Northfair Shopping Center, a portion of which now provides the endowment for the Webb Chair. The terms of the agreements for which approval is recommended are as follows:

- a. Vestcor will be given a 180 day option to ground lease the property,

with the right to extend the option for an additional 180 days. The option is designed to provide time for Vestcor to present the site to major tenants and to obtain financing for the development.

- b. As consideration for the initial option, Vestcor would pay the nominal amount of \$100.00 per month. It would have the right to extend the option for an additional 180 days upon payment of \$25,000.00 in monthly installments, such payment to be divided equally between Mr. Smith and the University. In the event the option is exercised, the ground lease would remain superior to Vestcor's mortgage, but the mortgagee would be given comprehensive rights to cure possible defaults by Vestcor.
- c. Vestcor would not exercise its option until a valid financing commitment has been obtained and would submit the financing documentation to the University for approval. If Vestcor can demonstrate that its proposed financing is within industry standards and that it has made a diligent effort to secure financing acceptable to the University, then its option money will be refunded if the financing documentation is not approved.
- d. Upon exercise of the option and approval of Vestcor's financing, the parties will proceed to close several transactions which will result in the University having fee ownership to the entire 11.214 acres. Vestcor will acquire the existing life estate and leasehold interest of C. B. Smith, Sr. in 4.15 acres for a consideration of \$400,000.00 cash, with Smith assigning existing subleases to Vestcor. Vestcor will then donate the leasehold and life estate interests acquired from Smith to the University, and Smith will donate to the University an additional 1.586 acres now owned in fee. The University will assign leases now on its fee land to Vestcor.
- e. Simultaneously with the closing of these transactions, the University will grant a thirty-year ground lease to Vestcor, providing for two ten-year renewal options. The annual rental is to be \$44,500.00 plus the amount now being received by the University from its existing leases (approximately \$50,000.00). In addition, the lessor will receive 20% of all percentage rentals subsequently generated on the leased premises, and the annual base rent will be increased 10% each five years. The lease would also provide that Vestcor's general contractor be bonded and that the lessor will have the right to approve the general building plan and parking layout.
- f. The University will grant to Mr. C. B. Smith, Sr. a thirty-year extension of his existing lease on 0.69 acres which he will retain. The lease would provide for two ten-year renewal options, a base rent of \$4,960.00, and escalation and percentage rent provisions identical to the Vestcor lease. This extension would commence on January 1, 1990.
- g. A final transaction would be the execution of a reciprocal easement and parking agreement between Vestcor, Smith and the University.

Vestcor has specifically requested that the following alternative be considered. Vestcor would pay \$50,000.00 in six monthly installments to be divided equally between Smith and the University for the 180 day option and the right to a 180 day extension if the University would allow the subordination of its ground lease to Vestcor's interim and permanent mortgages. The University

would have the right to approve the amount of the mortgage and the form of the Deed of Trust.

It is recommended that the option to lease be approved on the condition that the lease would not be subordinated to an interim or permanent mortgage, and that the Chancellor be authorized to execute the instruments required to consummate the various transactions after approval as to form and content by the appropriate University officials.

BACKGROUND INFORMATION

The University now owns fee title to 2.508 acres at the corner of Airport Boulevard and North Lamar in Austin, which property was the gift of Mr. C. B. Smith, Sr. in 1976. The income generated by this property is now providing the endowment for the Webb Chair. Earlier this year Mr. Smith and his daughter, Johanna Smith, made an additional gift of 2.97 acres nearby. This tract has no improvements and produces no income. Adjacent to these properties are 4.15 acres in which the University owns a remainder interest and 1.586 acres which Mr. Smith owns in fee. The total site would be an excellent site for a new retail development, but this potential is severely hampered by the fragmented ownership situation.

The plan which is recommended above will unify the ownership of the entire tract in the Board of Regents and will provide Vestcor, Inc., a real estate development company, the opportunity to remodel the existing improvements and to construct new improvements. Upon successful completion of these plans, the income to the University will be substantially increased. All improvements to be constructed pursuant to the proposed leases will become the property of the Board of Regents upon expiration of the leases.

5. U. T. El Paso: Frank B. Cotton Estate - Water Control Drainage Easement Along the Rio Grande River, Hudspeth County, Texas. --

RECOMMENDATION

The Office of the Chancellor recommends that the Board of Regents of The University of Texas System grant to the United States of America a 200 foot wide and 7,610 foot long perpetual right-of-way easement on land located in Block 5, Section 3 of the GC & SF RR Survey, in Hudspeth County, Texas, along the Rio Grande River. The easement is for flood control and to help stabilize the river boundaries between the United States and Mexico. It would encompass 31.6 acres, and the University would receive \$60 per acre for the easement for a total of \$1,896.00.

BACKGROUND INFORMATION

The land, subject to the easement, is part of the Cotton Estate land acquired by U. T. El Paso in 1937 under the will of Frank Cotton.

6. U. T. El Paso: Estate of Josephine Clardy Fox - Recommendation for Lease of Land in El Paso County to Mr. Gary L. Acker. --

RECOMMENDATION

The Office of the Chancellor recommends approval of a ground lease covering

approximately 63,597 square feet of land in the E. Bennett Survey No. 11, El Paso, El Paso County, Texas, to Mr. Gary L. Acker for a term of two years beginning January 1, 1982 at a monthly rental of \$1250.00. The lease would also provide for termination by either party upon 90 days written notice.

BACKGROUND INFORMATION

This land, located at 5300 El Paso Drive, is an irregularly shaped tract bordered on one side by the Franklin Canal. It has only 100 feet of frontage on El Paso Drive.

For several years the tract was leased to Taber Broadcasting Company, Inc. for the location of a radio tower and transmitting equipment. The most recent lease expired on May 31, 1981, and was continued on a month-to-month basis. Mr. Acker has acquired the assets of Taber Broadcasting and will continue to use the premises in connection with the operation of an AM radio station.

7. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Recommendation for Sale of Land in Highlands County, Florida. --

RECOMMENDATION

The Office of the Chancellor recommends that authority be given to sell approximately 1458 acres in Township 39 South, Range 28 East, Highlands County, Florida, to Grigsby Brothers, a general partnership, for \$617.50 per acre cash.

BACKGROUND INFORMATION

This tract of land was the gift of Lillie A. Johnson and the M. G. & Lillie A. Johnson Foundation, Inc., in 1975. It is located approximately ten miles southwest of Lake Placid, Florida, in an exclusively agricultural area. The land has no improvements and relatively poor drainage. It is highly unlikely that it will be used for anything other than agricultural purposes in the foreseeable future. Grigsby Brothers recently purchased approximately 5400 acres surrounding the subject tract on three sides for \$650.00 per acre less a 5% real estate commission paid by the seller, an effective price of \$617.50 per acre.

If the sale is approved, it will be necessary to terminate the grazing lease dated June 15, 1981, to Mr. James Hill. That lease provides for termination by the lessor in the event of a sale of the land upon reimbursement to the lessee of a portion of his expense in fencing the premises. Such reimbursement is to be based upon the actual fencing cost, not to exceed \$10,000, prorated over the term of the lease.

III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for Months of August and September, 1981. --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, 1981, was mailed on November 11, 1981 by Executive Secretary Dilly to the members of the Board of Regents. If any questions regarding this material have been submitted, they will be reported at the meeting of the Land and Investment Committee and subsequently to the Board of Regents.

**Executive Session
of the Board**

BOARD OF REGENTS
EXECUTIVE SESSION
Pursuant to Vernon's Texas Civil Statutes
Article 6252-17, Sections 2(e), (f) and (g)

Date: December 10, 1981

Time: Following meetings of the Standing Committees if time permits. If not completed, will meet again on December 11.

Place: Room 405, Classroom Building, U. T. Permian Basin

1. Pending and/or Contemplated Litigation - Section 2(e)

2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
 - a. U. T. Austin: Proposed Acquisition of Real Property
 - b. U. T. Dallas: Value and Possible Exchanges of Real Property
 - c. U. T. San Antonio: Recommendation for the Sale of Land in Terrell Hills, Bexar County, Texas, and the Establishment of an Endowment Fund for the Maintenance of the U. T. San Antonio - Lutcher Center

3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

Documentation

1. Pending and/or Contemplated Litigation - Section 2(e). --

2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f). --
 - a. U. T. Austin: Proposed Acquisition of Real Property. --

 - b. U. T. Dallas: Value and Possible Exchanges of Real Property. --

 - c. U. T. San Antonio: Recommendation for the Sale of Land in Terrell Hills, Bexar County, Texas, and the Establishment of an Endowment Fund for the Maintenance of the U. T. San Antonio - Lutcher Center. --

RECOMMENDATION

The Office of the Chancellor concurs with Dr. Wagener's recommendation that approximately 4.126 acres in the City of Terrell Hills, Bexar County, Texas, be sold to Hendry Investments and Wilson Companies, Inc. for a net cash price of \$600,000 and that the sales proceeds be used to establish a permanent endowment with the income to be used for the maintenance of the Lutcher Center.

BACKGROUND INFORMATION

The land recommended for sale is composed of two unimproved tracts located on Ivy Lane, directly north of the main Lutcher Center grounds.

One tract, containing approximately 3.209 acres, was the gift of H. Lutcher Brown and wife, Emily Wells Brown, and was conveyed to the U.T. Board of Regents by Gift Deed dated December 29, 1965. The second tract, containing 0.917 acres, was conveyed to the U.T. Board of Regents by Neilson P. Wells, Harriet Wells, Edward M. Sweeney, Annabell Sweeney, H. Lutcher Brown and Emily Wells Brown by Deed dated June 1, 1966.

The purchasers plan to develop the land into lots for single family homes, and their offer is contingent upon their obtaining the necessary approvals for a residential subdivision.

3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees. --

Meeting of
the Board

(continued)

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

Date: December 11, 1981

Time: Following Consideration of Reports and Recommendations of
the Standing Committees

Place: Conference Area, Fourth Floor - West End
Classroom Building, U. T. Permian Basin

A.-I. (Pages B of R 1 - 3)

J. CONSIDERATION OF MATTERS REFERRED DIRECTLY TO THE
U. T. BOARD OF REGENTS

U. T. Board of Regents: Proposed Amendments to the Regents'
Rules and Regulations, Part One, Chapter I, Section 7.--

RECOMMENDATION

The Office of the Chancellor recommends the following amendments to
Section 7 of Chapter I of Part One of the Regents' Rules and
Regulations:

1. Amend Subsection 7.15 (the charge to the Finance and Audit
Committee) by adding a new Subdivision 7.15(13) to read as
follows:

"7.15(13) Consider and make recommendations to the Buildings and
Grounds Committee concerning the availability of funds
for, and application of funds to, capital improvement
requests."

2. Amend Subsection 7.16 (the charge to the Academic Affairs
Committee) by adding a new Subdivision 7.16(12) to read as
follows:

"7.16(12) Consider and make recommendations to the Buildings and
Grounds Committee concerning capital improvement requests
as related to the approved missions of the general
academic institutions."

3. Amend Subsection 7.17 (the charge to the Health Affairs Committee)
by adding a new Subdivision 7.17(13) to read as follows:

"7.17(13) Consider and make recommendations to the Buildings and
Grounds Committee concerning capital improvement requests
as related to the approved missions of the health-related
institutions."

4. Amend Subdivision 7.184 of Subsection 7.18 (the charge to the
Buildings and Grounds Committee) to read as follows:

"7.184 Consider capital improvement requests and, with the
[CONCURRENCE] prior approval of the Academic or Health
Affairs Committee and the Finance and Audit Committee, make
recommendations to the Board."

BACKGROUND INFORMATION

The duties of the Executive Vice Chancellor for Academic Affairs and the Executive Vice Chancellor for Health Affairs as set out in Sections 3.122 and 3.123 (respectively) of Chapter I of Part One of the Regents' Rules and Regulations include both "academic planning and programs" and "facilities planning and construction." Because "academic planning and programming" and "facilities planning and construction" should operate in tandem, it appears appropriate that the Academic Affairs and Health Affairs Committees consider and discuss capital improvement requests in light of the program needs of the various campuses with the Chancellor and the appropriate Executive Vice Chancellor prior to consideration by the Buildings and Grounds Committee.

The charge to the Buildings and Grounds Committee indicates that concurrence with the recommendations of the Buildings and Grounds Committee by the Finance and Audit Committee is necessary for the consideration of capital improvement requests by the Board. The proposed amendment to the charge to the Finance and Audit Committee will place a concomitant affirmative duty in the charge of the Finance and Audit Committee.

K. ITEMS FOR THE RECORD

1. U. T. Austin - College of Fine Arts Foundation Advisory Council: Acceptance of Membership.--

On October 9, 1981, Mr. Meredith J. Long of Houston was approved for membership on the U.T. Austin College of Fine Arts Foundation Advisory Council for a term to expire on August 31, 1984. Mr. Long's acceptance of the membership is herewith reported for the record.

2. U. T. El Paso - Development Board: Acceptance of Membership.--

On October 9, 1981, Mr. Terry O'Donnell of El Paso was approved for membership on the U.T. El Paso Development Board for a term to expire on August 31, 1984. Mr. O'Donnell's acceptance of the membership is herewith reported for the record.

L. CONSIDERATION OF ACTION ON ANY ITEMS DISCUSSED IN THE EXECUTIVE SESSION OF THE BOARD OF REGENTS PURSUANT TO V.T.C.S., ARTICLE 6252-17, SECTIONS 2(e), (f) AND (g). MSA PAGE Ex.S - 1

1. Pending and/or Contemplated Litigation - Section 2(e)
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
 - a. U. T. Austin: Proposed Acquisition of Real Property
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3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

M. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

N. REPORT OF SPECIAL COMMITTEES

U. T. Dallas - Report of Special Committee on Endowment Lands in Collin and Dallas Counties, Texas: Sale of Land to Dresser Industries, Inc.--

REPORT

At its meeting on April 9-10, 1981, the U.T. Board of Regents authorized the Special Committee on Endowment Lands in Collin and Dallas Counties, Texas, to negotiate the sale of approximately 9.6 acres of land in the John Clay Survey, Dallas County, to Dresser Industries, Inc., at a cash price of not less than \$2.50 per square foot, and authorized the Chairman to execute all documents necessary to consummate the transaction.

Negotiations were conducted pursuant to that authority, and a Sale and Purchase Agreement was executed by Chairman Powell on September 14, 1981. The sale was closed on October 16, 1981. The actual size of the tract as determined by survey was 9.4129 acres, and the cash sale price was \$1,025,065.00, or \$2.50 per square foot. Easements and contracts to provide for the extension of utilities to the tract were also executed as required by the Sale and Purchase Agreement.

- O. PROPOSED SCHEDULED MEETINGS OF THE BOARD OF REGENTS.--
The regular meeting schedule of the second Thursday and Friday of the even-numbered months indicates the following dates for Calendar 1982. The Office of the Chancellor reports no conflicts with component schedules.

<u>Dates</u>	<u>Locations/Hosts</u>
February 11 - 12	U. T. Arlington
April 8 - 9 ^a	U. T. Health Science Center - Houston
June 10 - 11 ^b	U. T. Austin (Port Aransas suggested)
August 12 - 13	U. T. Health Science Center - San Antonio
October 7 - 8 ^c	U. T. Health Science Center - Dallas
December 9 - 10	Austin

- (a) April 9th is Good Friday (possibly meet April 7-8, Wed. and Thurs.)
- (b) Proposed Budget Meeting
- (c) Regular Meeting Date would be October 14-15, but Oklahoma football game is October 9th

1982

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SCHEDULED EVENTS

Holidays

(1981)

December 23-25 (Christmas)
December 31 (New Year's Holiday)

(1982)

January 1 (New Year's Day)
February 15 (George Washington's
Birthday)
March 2 (Texas Independence Day)
April 9 (Good Friday - afternoon)
May 31 (Memorial Day)
July 5 (Independence Holiday)

Other Events

January 20 U. T. Health Science Center - Houston: Honoring
Trustees of Hermann Estate

January 29-30 U. T. Galveston Medical Branch: Development Board

February 3 71st Auction Sale of Oil and Gas Leases - Midland

P. OTHER MATTERS

Q. ADJOURNMENT